

SURFACE USE AGREEMENT

This Agreement is made and entered into by between [NAME OF PROPERTY OWNER], of _____ [address of owner] ("Owner") and [NAME OF OPERATOR], of _____ [address of operator] ("Operator"). It is agreed as follows:

1. Stratigraphic Test Well

Operator desires to drill one stratigraphic test well on a federal oil and gas lease owned by Operator. The location of the stratigraphic test well is as follows:

Township North/Range
Section :
_____ County, Wyoming

The surface of the above described lands (the "Lands") is owned by Owner.

2. Right-of-Way

Owner grants Operator, its employees and designated agents, a private right-of-way to enter upon and use the Property for the purpose of drilling and testing **one (1)** stratigraphic test well on the Lands.

3. Notice to Owner

Operator shall notify Owner prior to entry upon the Lands and shall consult with Owner as to the location of the roads to be used by Operator to access its stratigraphic test well. To the maximum extent possible, Operator will use existing roads on the Lands for its operations, and if construction of a new road is required, Operator will locate and construct the new road in a manner so as to cause the least amount of interference with Owner's operations on the affected Lands.

4. Termination of Rights

The rights granted by Owner to Operator shall terminate hereunder upon the completion of drilling and testing of the stratigraphic test well, but in no event later than _____ [insert date].

5. Nonexclusive Rights

The rights granted by Owner to Operator are nonexclusive, and Owner reserves the right to use all access roads and all surface and subsurface uses of the Lands affected by this Agreement, and the right to grant successive easements thereon or across on such terms as Owner deems necessary or advisable.

6. Access Fees

For drilling of the stratigraphic test well described herein, Operator will pay to Owner the sum of \$_____ per day for each day or any portion thereof, from the first day of Operator's use of or access across the Lands to and including the last day of Operator's use of or access across the Lands.

7. Limitation on Rights

The rights granted hereunder do not include and may not be used in connection with operations on other premises not owned by Owner.

8. Operator's Responsibility for Maintenance

Operator shall at all times keep the well site and the road right-of-way safe and in good order, free of noxious weeds, litter and debris. Operator shall not permit the release or discharge of any toxic or hazardous chemicals or wastes anywhere on Owner's property. Only truck mounted rigs will be allowed to drill on the Lands, and no seismic operations shall be permitted.

9. Produced Water

Surface discharge of produced water will not be permitted anywhere on Owner's property.

10. Takeover of Well

Upon cessation of Operator's testing of the stratigraphic test hole, Operator will give Owner fifteen (15) days written notice of the opportunity to take over the stratigraphic test hole and convert the same to a water well. If Owner elects in writing to take over the stratigraphic test well and convert the same to a water well, then Owner will assume all liability and costs associated with the well thereafter, and both parties shall execute any and all documents necessary to provide that the water in the well shall become the property and responsibility of Owner. If Owner does not elect to take over the stratigraphic test well and convert it to a water well, then Operator shall fill and level the location, re-contour the location, distribute the topsoil, make the location ready for reseeding, and reseed the area, and plug and abandon the test hole as required by applicable law and regulations. All cleanup and restoration requirements shall be completed by Operator within six (6) months after the termination of drilling or testing activities at the well site.

THIS IS A 4-PAGE FORM.