

OKLAHOMA ENERGY RESOURCES BOARD
Right-of-Entry Consent and Release

Project Name:
Project Number:

Date:

The undersigned owner(s) (hereinafter "**Owners**") of certain property, being all of owner's right, title and interest in Sec. , T , R , County, Oklahoma (the "Property") hereby grant to the Oklahoma Energy Resources Board ("OERB") and its agents, employees, and contractors, the right to enter upon said Property to evaluate, study, photograph and explore and if deemed appropriate by the OERB, in its sole discretion, undertake remediation and restoration of historic oil/gas production sites located on the Property (the "OERB Activities"). The OERB Activities are limited and qualified as set forth in the OERB Landowner Information Sheet, attached hereto as Exhibit "A" and incorporated herein by reference. Owners give this consent to enter upon the Property for the length of time necessary to complete any environmental evaluation, studies, remediation and/or restoration undertaken by OERB on the Property, subject to Owners' continued use of the Property. If at anytime the OERB determines that it is inappropriate to proceed, the OERB shall have the right to cease all activities on the Property without notice or liability to Owners. This consent and release shall in no way be construed as an act of condemnation or of trespass by OERB.

Owners hereby acknowledge, understand and agree that:

- a) any and all OERB Activities are undertaken pursuant to specific statutory authority and neither the State of Oklahoma nor OERB is liable for or accepts any liability for any past damages to, or pollution on, the Property irrespective of the source of same;
- b) Owners are not entitled to any compensation from the OERB or its agents, employees and contractors or the State of Oklahoma;
- c) neither the State of Oklahoma nor OERB is under any obligation to perform any environmental evaluation, studies, remediation and/or restoration or any other activities or work on the Property.

Owners (check one) do _____ /do not _____ have knowledge of the existence of any other person or persons, company or entity with responsibility for restoring the sites submitted to the OERB

Owners (check one) do _____ /do not _____ own the mineral rights, working or other interest to the Property.

Owners (check one) are _____ /are not _____ aware of any settlement, release or waiver of any claim for damages that have been paid to Owner or to any prior owner with respect to the sites that have been submitted to the OERB.

Owners (check one) are _____ /are not _____ aware of any claim of litigation, past, contemplated or threatened, against any party involving the Property.

Do Owners presently rent or lease the surface for agricultural, hunting, grazing or other purposes? Yes ___ No ___
If yes, please specify rental or lease surface use: _____. **Provide the surface lessee's name address and telephone number (they will be sent OERB paperwork also):** _____

Is there active drilling, completion or production operations on the property? Yes ___ No ___
If yes, provide the lease producer or operator's name, address and telephone number: _____

Indicate the approximate year you acquired this property: _____

Indicate the name of the person or entity you acquired the property from: _____

Indicate how Owners acquired the property (did you inherit the property? If so – fill in the word “ inheritance”. If Owners purchased property, the property was conveyed to Owners by a deed. If so, fill in the word “deed”). _____
This Right of Entry and Release is binding upon the Owners and Owners’ heirs, successors in interest, assigns and transferees. Owners agree to notify OERB in writing prior to any conveyance or transfer of the property or any interest in the Property, including the granting of any surface, subsurface or mineral lease respecting the Property. In the event the Owners fail to notify OERB prior to a conveyance or transfer of the Property or any interest therein, Owners specifically agree to indemnify and hold harmless OERB, its Board of Directors, members, representatives, employees, agents and contactors from any and all claims, suits legal action or threats of claims, suits, or other legal action by any assign, successor or transferee of Owners.

RELEASE: The undersigned Owners, in consideration of the selection of the Property for environmental evaluation, studies, possible remediation and/or restoration and possible other work by the OERB, do hereby release OERB and its Board of Directors, its members, representatives, agents, employees and contractors and the State of Oklahoma from any damages, claims, suits or other actions which might arise as a result of any work whatsoever undertaken on the Property by, or on behalf of, OERB, including without limitation any OERB Activities.

Witness the following signature(s) this ____ day of _____, 20 ____.

_____	_____
(Landowner)	(Witness)
_____	_____
(Landowner)	(Witness)
_____	_____
(Landowner)	(Witness)
_____	_____
(Landowner)	(Witness)
_____	_____
(Landowner)	(Witness)
_____	_____
(Landowner)	(Witness)

e-mail address:

Mailing Address:

Telephone Number:

EXHIBIT "A"
OERB LANDOWNER INFORMATION SHEET

Your Property has been selected as a possible Project for restoration of certain historic well sites located on your Property. You are advised that the following limitations and conditions apply to any and all activities and work of the OERB on your Property.

- **The OERB makes no representations as to the completion time for any Project selected.** All activities are subject to the availability of budgeted funds and other resources; the OERB is not responsible for any cutbacks or lack of funding to the OERB or any other agency.
- **Any activities undertaken by the OERB are limited to the scope of work approved by the OERB for the Project and the available funds budgeted by the OERB for the Project.** Additional funds cannot be expended without OERB's prior consent.
- **The OERB may erect a sign on the property during and subsequent to the restoration activities on your Property.**
- **The OERB's restoration activities are limited to the restoration of surface issues associated with exploration and production activities.**
- **The OERB does not perform groundwater remediation.**
- **Hazardous wastes. The OERB is under no obligation to remove and dispose hazardous wastes or materials OERB determines, at any time to be present on the property.** In the unlikely event hazardous wastes are identified by OERB and the OERB elects to remove these wastes, the OERB will expect the landowner to fully cooperate in the removal of these wastes. This may include the landowner signing any manifests would be required to properly dispose these wastes.
- **NORM. The OERB is under no obligation to remove and dispose naturally occurring radioactive materials (NORM).** In the event Naturally Occurring Radioactive Material (NORM), which is a naturally occurring substance that is sometimes associated with oil and gas production activities is encountered during the work on the Project, the OERB will typically dispose NORM (including equipment, related scale or sludge) in accordance with those certain NORM Management Guidelines developed in cooperation with the Oklahoma Corporation Commission. **This may include the onsite disposal of NORM.**
- **The OERB under no obligation to provide topsoil or fill material from a source located off of Owner's property.** The OERB will utilize topsoil or fill material that is located on an Owner's property at no additional expense if the topsoil or fill material is in proximity to the Project AND is easily accessible for use. If the Owner does not have such sources in proximity or that are easily accessible, then the OERB will shape and mix the impacted area to blend with the existing terrain to the extent possible as determined by the OERB.
- **Rocks and naturally occurring terrain.** The OERB has no control over certain naturally occurring issues such as 1) rock or exposed stone or rocks, stones or outcroppings that may surface during restoration activities; 2) inadequate or insufficient soil profiles/characteristics to support site re-vegetation; 3) a lack of readily available and easily accessible fill material or topsoil on the Property; 4) existing erosion from any source whatsoever. **The OERB shall have no responsibility for any of the foregoing.**
- **Public records.** All OERB and/or outside funded activities are a matter of public record and could result in such activities being published in certain public databases (including but not limited to EPA Brownfields).
- **With reference to any of the apparent orphaned and abandoned equipment (improvements) located on your property, by signing this form you acknowledge that you have no claim or ownership to said equipment (improvement) and that, to the best of your knowledge, you are not aware of any other party that may claim ownership to said apparent orphaned and abandoned equipment (improvements).** If you are aware of any other party that may claim ownership to said apparent orphaned and abandoned equipment (improvements), please notify the OERB.