

CONSENT AND ACCESS AGREEMENT CONCERNING LAND SPREADING OF WASTE GENERATED BY DRILLING OIL & GAS WELLS

I, _____, (SURFACE OWNER/S) hereby give permission to _____, (OPERATOR) to land apply water-based drilling fluids and/or cuttings under the statutes and regulations of the Kansas Corporation Commission and the Kansas Department of Health and Environment to _____ acres of property which I have full legal ownership to, legally described as: [ENTER LEGAL DESCRIPTION IN BOX]

If the drill cuttings, mud, and fluids are spread on the land, the material shall be incorporated as required by the Kansas Corporation Commission or the Kansas Department of Health and Environment. I have entered into a separate agreement with _____ (OPERATOR) to determine the consideration for the permission granted by this document. That agreement specifically addresses the assessment of liabilities between myself and _____ (OPERATOR) relating to the land spreading, including liability for property damage and cost of clean-up.

I/WE, hereby grant access to the KCC, KDHE, and their agents or contractors under the following terms:

The access to the property granted by Owners to KCC and KDHE, its employees, agents, assigns, or contractors is in consideration for the promises and assurances provided by KCC and KDHE regarding the performance of the work under the conditions set forth below.

Owners grant KCC and KDHE, its employees, agents, assigns, or contractors access to all necessary locations at the above described Kansas property, for the purpose of reviewing information, inspecting the premises, photographing the area, and examining and gathering data, including but not limited to, installing soil borings to collect soil and groundwater samples for observation and laboratory analysis and conducting an investigation at the Owners' property.

As it relates to access by State of Kansas Employees, KCC and KDHE will remove all materials and equipment from the property, and restore the property, as nearly as reasonably possible, to the condition it was in at the time this access agreement was executed. This is not a guarantee as to the actions of the contractor who completes the land spreading.

KCC and KDHE, their employees, agents, assigns, or State of Kansas contractors shall comply with all city, county, state, and federal laws, statutes, regulations, and ordinances, which may affect or pertain to the environmental activities conducted on Owners' property.

Other than the activities specified in this access agreement, no further access to or use of Owners' property shall be permitted except upon written consent of the parties, which consent shall not be unreasonably withheld.

KCC and KDHE will not be liable for any act or omission of their employees, agents, assigns, or contractors beyond that liability granted by the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.

Owners warrant that they are the owners of the property in question as described above.

The parties further agree that the earliest date upon which KDHE, its employees, agents, assigns, or contractors shall exercise the rights of access granted hereunder shall be the _____ day of _____, 20____, to afford the Owners an adequate opportunity to complete harvest of crops currently growing on the property.

ALL OWNERS SHALL SIGN THIS DOCUMENT, INCLUDING SPOUSES AND OTHER CO-OWNERS:

Signature: _____ Date: _____

Signature: _____ Date: _____

NOTARY PUBLIC: