

**COMMISSIONERS OF THE LAND OFFICE
STATE OF OKLAHOMA**

**PERMANENT SURFACE DAMAGE
SETTLEMENT AGREEMENT**

Agreement, made and entered into _____ by and between the State of Oklahoma, Commissioners of the Land Office, and _____ as operator, Commissioners hereby acknowledge receipt and acceptance of \$ _____ as payment of anticipated surface damages as a result of drilling, completion, and operating of a well by Operator on the following described premises:

In consideration of the payment and receipt of said sum as above acknowledged, the Commissioners grant Operator the right to move on the above described premises in connection with the drilling, completion and operation of reasonable and necessary operations. This permit is intended to include (but not necessarily limited to) the following specific damages:

1. The taking of a reasonable amount of land for use in constructing one road to the well location, for use in connection with the drilling, operation maintenance of the well location; and,
2. The taking of a reasonable amount of land for use as a well site location, on which to conduct the drilling, production and storage operations necessary and convenient to the Operator's operation of the well; and,
3. Prior to moving on, Operator agrees to consult, as reasonable, with the Commissioners as to site location, ingress and egress, so as to minimize damages to the land.

The operator agrees and obligates itself to restore and reclaim the location, reserve pits, lease road and all other acreage used in the drill site as follows:

All restoration will be done to the specifications and satisfaction of the Minerals Management Director and in compliance with all requirements of the Commissioners of the Land Office, State of Oklahoma and the Oklahoma Corporation Commission.

CLOSURE DAMAGE AGREEMENT

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Specifically excluded from this agreement are damages, if any, resulting from operators conduct, which are due and payable to the surface tenant, if there be one.

Agreed, accepted and signed

AUTHORIZED AGENT

COMPANY NAME

Before me, the undersigned, a Notary Public in and for the State of Oklahoma on this ___ day of _____ 20___, personally appeared _____ to me known to be the identical person who executed the within and forgoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF OKLAHOMA
Commissioners of the Land Office

Date

A. Brandt Vawter, Acting Secretary