

GEOPHYSICAL PERMIT

(Name and Address of Landowner)

Request is hereby respectfully made by _____, Oil and Gas Lessee, and _____, hereinafter referred to as the "Geophysical Company," to conduct a geophysical or seismic survey over and across the following described land situate in _____ County, Kansas, to wit:

In consideration for granting this permission, Geophysical Company agrees that all work performed by it on said land shall be conducted at its own risk and expense, and shall conduct all its operations on the said lands in a careful, workmanlike manner and in accordance with best management practices in the oil and gas industry and the provisions of law relating thereto, and all rules and regulations promulgated by the KCC, the Kansas Department of Health and Environment or any other governmental entity having jurisdiction over such activity, and the requirements of any permit issued pursuant to such law, rule or regulation..

Geophysical Company further agrees to pay all damages caused by or arising from its operations thereon.

Geophysical Company further agree to indemnify and hold you harmless from all actions, claims and demands in respect of any loss or damage arising out of its operations on your property.

The following conditions shall be complied with while conducting the seismic survey on the above described property:

1. All geophysical work shall be completed by _____, 20__.
2. All seismic survey work shall be done and all geophones shall be laid in accordance with the attached plat.
3. All vehicles used in the survey shall remain in a single track. When necessary to enter upon furrowed irrigated fields, all vehicles shall be made to run parallel with the irrigation furrows. No vehicles shall be driven on the subject property when the ground is wet or muddy.
4. All seismic operations shall be done in such a manner as to cause as little interference with farming operations on said land and cause as little damage to surface and crops as possible.
5. No dynamite charges shall be used without landowner's written permission.
6. All fences and gates shall be left as found. All trash, flagging material and other equipment used in the geophysical work shall be collected and removed regularly, and upon completion of the seismic survey.
7. Further terms and conditions:

Compensation for such permit shall be at the rate of \$_____ per acre. Such compensation shall be for access to the property and for normal and customary damages associated with seismic operations. Geophysical Company shall further compensate Landowner for all damages above and beyond normal wear and tear that may have occurred as a result of this geophysical survey.

Dated this _____ day of _____, 20__.

Geophysical Company _____
Address _____
Phone # _____

By _____
Title _____

The undersigned Lessee accepts the responsibility for and agrees to be bound by the terms and conditions of the above seismograph permit and confirms the authority of _____ to conduct such seismic survey.

Dated this _____ day of _____, 20__.

Oil and Gas Lessee
By _____
Title _____

Accepted and agreed to this _____ day of _____, 20__.

Landowner