

**OIL, GAS & MINERALS, FREE GAS RIGHTS,
LEASING RIGHTS, TIMBER OR TIMBER RIGHTS**

Notice to Buyers and Sellers of Real Estate



Seller _____ Buyer _____
Seller _____ Buyer _____
Property _____

It is recommended that all parties be represented by an attorney.

Real estate brokerages and their agents are limited in the assistance they can offer when you sell or purchase real estate with oil, gas and mineral rights, free gas rights, leasing rights, timber or timber rights.

When listing real estate for sale, we must rely on the Seller's knowledge of any such rights they own and whether or not they wish to convey those rights. It is beyond the area of expertise of real estate brokerages and their agents to recommend a fair market value for any oil, gas, and minerals, free gas rights, leasing rights, timber or timber rights. If you are selling or buying real estate with any such rights, we recommend that you seek expert advice on valuation.

When purchasing real estate you may be purchasing only the surface rights, or you may be purchasing the surface with any part of or all of the oil, gas and mineral rights the seller owns. To determine that ownership requires a title examination back to or before the Civil War era. A title search for the transfer of real estate generally provides certification from the Title Company that you are receiving good, marketable title to the SURFACE, AND ONLY THE SURFACE.

If you purchase real estate with oil, gas and minerals, there may be leases in place that affect that ownership. Someone who owns or has leased or in the future will own or will lease the oil, gas and minerals and who mines or drills to develop the oil, gas and minerals and who mines or drills to develop the oil, gas and minerals has certain rights to use the surface so as to extract the oil, gas and minerals.

The owners of the surface and the owners of the oil, gas and minerals have correlative rights to use the same property; however, in the exercise of those rights each owner has duties to accommodate one another and to act with due regard for the rights of one another; to avoid unreasonable interference; to use methods which are least destructive to the other owner; and in some instances, adopt alternate means where other means reasonably exist.

The following acknowledge receipt of this form:

Seller _____	Date _____	Buyer _____	Date _____
Seller _____	Date _____	Buyer _____	Date _____