

Dear Editor:

In recent months, some area landowners have received oil and gas leases that give a drilling company the right to enter upon the property and drill for oil or gas. These leases are enticing because they offer the landowner up-front money, generally a dollar value per acre, in order to sign the lease. However, these leases are binding on the property and affect one's legal rights in and to the premises. They will, in all probability, hinder a future sale of the property while the lease is in effect and, perhaps, even after the lease has expired. Any landowner considering signing an oil and gas lease would be well advised to consult an attorney in order to fully understand the ramifications of signing such a document prior to its execution.

In the 1970s, many landowners in the Catskill region signed leases allowing oil drilling on their properties. Many landowners took full advantage of this "found money" and signed the leases. Since that time, some of these landowners have had trouble selling their properties even after the leases have expired, since they still affect a landowner's rights in and to property. Some potential buyers have even withdrawn their offers because of their fear that an oil company might decide to drill on the property.

Property rights can also be significantly impacted by conservation easements, agricultural easements, wireless communications towers, and wind turbines, among other things. All can offer tantalizing short-term benefits but can also cause long-term problems.

Any landowner who receives a document that affects, or could affect, their property would be well served to seek the advice of their attorney before signing any such document. A lawyer can then advise a landowner as to what property rights of the landowner might be given up and the affect a lease or other agreement might have on the property.

Respectfully submitted,
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