

SOUTHERN UTE INDIAN TRIBE

DEPARTMENT OF ENERGY

APPROVAL OF ON-LEASE FACILITIES TO BE INSTALLED IN ACCORDANCE WITH OIL/GAS LEASE OPERATIONS

SUT-DOE PROCESSED: _____
COMPANY NAME: _____
Address: _____
City/State/Zip: _____
Telephone No: _____
SUT Invoice: _____
SUT Compensation: _____

DATE TO COMPANY: _____
OIL/GAS LEASE NO: _____
COMMUNITIZATION AGRMT #: _____
FORMATION-Produced: _____
INTEREST IN O/G LEASE: _____
Record Title: _____
Operating Rights: _____
Designation of Operator: _____

Project Name: _____

Legal Description: _____

Well Pad/Pipeline/Road metes/bounds description: “SEE ATTACHED PLATS & M/B DESCRIPTION”

Facilities to be installed for On-Lease Projects:

Well Pad: _____ acres±

Road: _____ acres±

Pipeline(s): Wellhead to meter boundary:

Gas/Water _____

Meter boundary to tie-in:

Gas/Water: _____

PIPELINE (Wellhead to Meter Boundary) (BP GAD): _____ Feet; _____ Rods; _____ Miles; _____ Width; _____ acres±

PIPELINE (Meter Boundary to Tie-In) (ROW Plats): _____ Feet; _____ Rods; _____ Miles; _____ Width; _____ acres±

ROAD): _____ Feet; _____ Rods; _____ Miles; _____ Width; _____ acres±

Environmental Requirements for new On-Lease Projects:

Archaeological Clearance Letter date: _____ Biological Clearance Letter date: _____

Tribal Requirements:

Tribal General Land Stipulations to be adhered to by the Company date signed on _____
by _____.

- 1) Well Pad will run concurrently with oil/gas lease and shall be authorized for use for only the Southern Ute Tribal L #2 Well pad.
- 2) On-Lease facilities granted in accordance with 25 CFR, Parts 211 and 225.
- 3) To clear/restore the lands to their original condition as much as possible & adhere of all Tribal rules, regulations & land stipulations.
- 4) Upon completion of construction, file with the Energy Office, a letter and/or e-mail of completion, including rehab of the surface.
- 5) If location of facility changes from original approval, an “as-built” plat will need to be filed with the Energy Office.
- 6) The Company shall do everything in his power to prevent damage to the environment, including damage to vegetation, wildlife, and water resources located on the Southern Ute Indian Reservation.
- 7) The Southern Ute Tribe specifically retains all civil jurisdiction over the land that will be burdened by this project.
- 8) These On-Lease facilities shall not be transferable in the event of change of ownership without the prior written consent of the Southern Ute Tribe.
- 9) The approval of this project shall be granted conditioned upon the continued measurement of lease product volumes at the wellhead without further reduction in volume as the basis for the payment of Tribal and/or Allotted royalty and Tribal severance tax.
- 10) To indemnify the landowners and authorized users & occupants against any liability for maintenance, occupancy or use of the lands by the Company, his employees, contractors and their employees, or subcontractors and their employees.
- 11) To build & repair such roads, fences & trails as may be destroyed or injured by construction work & build & maintain necessary & suitable crossings for all roads & trails that intersect the works constructed, maintained, or operated.
- 12) The Company will not interfere with the use of the lands by or under the authority of the landowners for any purpose not inconsistent with the primary purpose of this project.
- 13) If compressor units are to be placed on location at any point in time after drilling and completion activities, Operator shall be required to contact Southern Ute Department of Energy for approval, Separate stipulations will be issued at that point in time.