OMB Control No.: 1076-0180
Expiration Date: 07/31/2029

CONTRACT NO: _____
TAAMS DOC. NO: _____

EASEMENT FOR SALTWATER DISPOSAL WELL

Osage Reservation, Oklahoma

The regulation at 25 C.F.R. § 226.23, provides that:

> The Superintendent, with the consent of the Osage [Minerals] Council, may grant commercial and non-commercial easements for wells off the leased premises to be used for purposes associated with oil and gas production. Rental payable to the Osage [Nation] for such easements shall be an amount agreed to by Grantee and the Osage [Minerals] Council subject to the approval of the Superintendent. Grantee shall be responsible for all damages resulting from the use of such wells and settlement therefor shall be made as provided in § 226.21.

Accordingly, ***for and in consideration*** of the sum of Three Hundred Dollars ($300) paid to the Osage Agency - BIA, Dept. C155, P.O. Box 474888, Des Moines, IA 50947-4888, for the benefit of the Osage Nation, and for the further consideration of Three Hundred Dollars ($300) to be paid on or before each anniversary of the Effective Date thereof, the Osage Minerals Council does hereby grant _____, hereinafter designated as the Grantee, including any subsequent successors and assigns, an Easement in order to dispose of oil field brines produced from Grantee's oil wells located in the_____into Well No._____located in the _____, Osage County, Oklahoma. This Easement is associated with Oil and Gas Lease No._____.

As required by 25 C.F.R. § 226.23, the stated consideration for this Easement is an amount agreed to by the Osage Minerals Council and the Grantee, and the Osage Minerals Council has determined that said consideration is in all respects reasonable and appropriate. The Effective Date of this Easement is _____, 20 .

Under this Easement, the Grantee has the right to ingress and egress to and from said disposal well with the right to install and maintain such equipment as is necessary or convenient for proper operation of the well for the duration of this Easement. This Easement will be effective for three years from the Effective Date and will be considered renewed annually thereafter, unless a Party requests, in writing, thirty (30) days before the Effective Date, that said Easement not be renewed. The rights of the surface landowner are as defined in the approved Osage Oil Mining Lease form and 25 C.F.R. Part 226.

If the annual rental payment is not paid prior to the Effective Date, a penalty of $50 will be assessed. Failure to remit both the annual payment and the penalty fee within thirty (30) days following the anniversary date will result in immediate termination of the Easement. If the Grantee requests the renewal of a terminated Easement, the annual fee of $300 plus a renewal penalty of $200 will be required within 90 days of the termination date. Failure to pay the annual fee plus a $200 renewal penalty within the 90-day period will require negotiation of a new Easement with the Osage Minerals

Council. In the event that a new Easement is negotiated after the 90-day period an additional reinstatement penalty will be assessed at the rate of $25 per month, beginning with the Effective Date of the original Easement.

At the conclusion of this Easement, whether by termination, expiration, or otherwise, the Grantee will plug said well pursuant to 25 C.F.R. Part 226, and remove all associated equipment within ninety (90) days of such conclusion.

This Easement is subject to the regulations now or hereafter prescribed by the Secretary of the Interior relative to Osage oil or gas leases, as found in 25 C.F.R. Part 226, all of which are made a part of this Easement.

The disposal well shall be conditioned and operated in accordance with the instructions of the Superintendent.

All rights conferred herein are subordinate to any oil and/or gas lease which may be hereinafter granted by the Osage Minerals Council, and approved by the Superintendent, on the property covered by this Easement.

Assignment of this Easement or any interest therein may be made with the written consent of the Osage Minerals Council, and the approval of the Superintendent.

This Easement shall not be used for commercial purposes without the approval of the Osage Minerals Council and the Superintendent.

The Grantee shall furnish a bond in the minimal penal sum of $5,000 with responsible surety to the satisfaction of the Superintendent, conditioned on compliance with the terms of the Easement and applicable regulations.

This Easement shall be subject to termination if any of the terms or conditions contained therein is violated.

The Superintendent has reviewed the subject property and determined that the following compliance effort under the National Environmental Policy Act ("NEPA") is appropriate. Check as applicable:

_____ The approval of this Easement and subsequent operations WILL NOT result in additional ground disturbing activities sufficient to rise above the level acceptable for a Categorical Exclusion. Accordingly, the Superintendent has determined that the following Categorical Exclusions are applicable, and no extraordinary circumstances exist that would require greater NEPA review: 516 DM 10.5.I Approvals or grants of conveyances and other transfers of interests in land where no change in land use is planned.

_____ The approval of this Easement and subsequent operations WILL result in additional ground disturbing activities sufficient to rise above the level acceptable for a Categorical Exclusion, or there are extraordinary circumstances that require greater NEPA review. Accordingly, the Superintendent has determined that additional NEPA compliance efforts are necessary before such ground disturbing activities commence.

EXECUTION AND ACCEPTANCE BY GRANTEE

The undersigned, being the Grantee, hereby accepts all conditions and provisions of the Easement as outlined above and will carry out all of its requirements fully.

Dated this____day of_____, 20___.

_____

_____
GRANTEE

ACKNOWLEDGMENT OF INDIVIDUAL:

State of_____, County of_____, ss:

Before me, a Notary Public, in and for said County and State, on this_____day of_____, 20_, personally appeared_____, to me known to be the identical person _____who executed the within and foregoing lease, and acknowledged to me that _____executed the same as_____free and voluntary act and deed for the uses and purposes therein set forth.

_____
Notary Public

My commission expires: _____

ACKNOWLEDGMENT OF CORPORATION:

State of_____, County of_____, ss:

On this_____day of_____, 20 , before me a Notary Public within and for the State and County aforesaid, personally appeared_____, and _____ _____to me personally known, who being by me duly sworn, did each say that _____is the President and_____is the Secretary of_____, a Corporation, and that the seal affixed to the foregoing and annexed instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said _____and_____, duly acknowledged that they each had in their said official capacities executed the foregoing instrument as the act and deed of said company for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal on this day of_____, 20 .

_____
Notary Public

My commission expires: _____

EXECUTION AND ACCEPTANCE BY CHAIRMAN

The undersigned Chairman of the Osage Minerals Council, as authorized by Osage Minerals Council Resolution_____, hereby accepts all conditions and provisions of the Easement as outlined above and will carry out all of its requirements fully.

Dated this day of_____, 20 .

_____
CHAIRMAN, Osage Minerals Council

ACKNOWLEDGMENT OF CHAIRPERSON

STATE OF OKLAHOMA, COUNTY OF OSAGE, SS:

Before me, a Notary Public, in and for said County and State, on this day of _____ _____, 20 personally appeared_____, to me known to be the Chairperson, of the Osage Minerals Council, and the identical person who executed the within and foregoing lease, and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of the Osage Nation and in accordance with the authority given him/her by the Osage Minerals Council.

_____
Notary Public

My commission expires: _____

CONTRACT NO.: G06-23390

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
OSAGE AGENCY
P.O. BOX 1539
PAWHUSKA, OKLAHOMA 74056

DATE: _____

THE FOREGOING EASEMENT IS HEREBY APPROVED PURSUANT TO AUTHORITY SET FORTH IN 25 C.F.R. § 226.23.

Under the authority delegated by 200 DM 1, 209 DM 8, 230 DM 1,3 IAM 4.1 and Muskogee Area Addendum 9901 to 3 IAM 4 issued June 22, 1999.

_____
Superintendent, Osage Agency

Paperwork Reduction Act Statement: We are collecting this information subject to the Paperwork Reduction Act (44 U.S.C. 3501) to identify and monitor lease operations. Your response is voluntary and we will not share the results publicly. We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid OMB Control Number. OMB has reviewed and approved this survey and assigned OMB Control Number 1076-0180, which expires ##/##/####.

Estimated Burden Statement: We estimate the form will take you 3 hours to complete, including time to read instructions, gather information, and complete and submit the form. You may submit comments on any aspect of this information collection to the Information Collection Clearance Officer, Office of Regulatory Affairs & Collaborative Action—Indian Affairs (RACA), U.S. Department of the Interior, 1001 Indian School Road NW, Suite 229, Albuquerque, NM 87104.