

## RATE AND DAMAGE SCHEDULE

# THE UNIVERSITY OF TEXAS SYSTEM UNIVERSITY LANDS

P.O. BOX 553 MIDLAND, TEXAS 79702-0553 (432) 684 – 4404 Website Link:

https://www.utlands.utsystem.edu/

I.	Well Locations and Oil & Gas Lease Appurtenances	Page	1
II.	Material Sales	Page	3
III.	Geophysical Permits	Page	3
IV.	Commercial Surface Contracts (Non-Grazing)	Page	4
V.	Roads	Page	5
VI.	Pipeline Easements – University Lands Mineral Lessee	Page	6
VII.	Pipeline Easements – Non-University Lands Mineral Lessee	Page	7
VIII.	Maintenance of All Pipeline Easements	Page	8
IX.	Water Pipeline Import / Export Fee	Page	8
X.	Utility Line Easements	Page	9
XI.	Maintenance of All Utility Easements	Page	10
XII.	Fresh Water and Sales	Page	11
XIII.	Salt Water Disposal Contracts	Page	12
XIV.	Assignments	Page	13
XV.	Amendments	Page	13
XVI.	Payment Information	Page	13
XVII	University Lands Representatives	Page	14

# UNIVERSITY LANDS RATE AND DAMAGE SCHEDULE EFFECTIVE January 1, 2024

This schedule supersedes all previous Rate and Damage Schedules

#### I. WELL LOCATIONS AND OIL & GAS LEASE APPURTENANCES

- The location fee (damages) must be paid before any construction begins.
- The location fee includes damages <u>exclusively</u> on the applicable company oil/gas lease for well location, tank battery on existing well pad, flow-lines, power lines, etc. and use of existing roads for ingress/egress.
- Damaged area includes pads, drilling/reserve pits, laydown area, etc.
- All other appurtenances (e.g., tanks located off well pad, meters, flow-lines, power lines, etc.) will require easements or commercial surface leases if benefiting more than one oil & gas lease.
- Caliche is <u>not</u> included in the location fee. Any caliche taken from University Lands, other than reclaimed caliche, requires a payment for consideration. (See page 3, II. Material Sales)
- Any new road access to a location requires a damage payment. (See page 5, V. Roads and Road Easements)
- Royalty due on oil and gas lease includes all product released to the ground surface, vented, or flared.
- ADVANCE NOTIFICATION to the University Lands (UL) Designated Field Representative is REQUIRED BEFORE ANY WORK IS INITIATED. Failure to properly notify University representative may subject operator to a penalty of a minimum of \$5,000 per occurrence.
- LOCATION FEES ARE BASED ON TOTAL MEASURED DEPTH INCLUDING HORIZONTAL SECTION OF THE WELLBORE.

### A. New Location - Including Multiple Wellbores on Same Pad

	Damages
Less than 4,000 feet measured depth (up to 90,000 sq. ft. damaged area)	\$16,000.00
2. 4,000 feet to 7,999 feet measured depth (up to 140,000 sq. ft. damaged area)	\$24,000.00
3. 8,000 feet to 13,000 feet measured depth (up to 200,000 sq. ft. damaged area)	\$32,000.00
4. Greater than 13,000 feet measured depth (up to 250,000 sq. ft. damaged area)	\$40,000.00
5. Each additional wellbore located on the same well pad	\$10,000.00

## B. Re-Entry (New University Lease)

	Damages
Less than 4,000 feet measured depth (up to 90,000 sq. ft. damaged area)	\$6,500.00
2. 4,000 feet to 7,999 feet measured depth (up to 140,000 sq. ft. damaged area)	\$10,000.00
3. 8,000 feet to 13,000 feet measured depth (up to 200,000 sq. ft. damaged area)	\$14,000.00
4. Greater than 13,000 feet measured depth (up to 250,000 sq. ft. damaged area)	\$17,500.00

(Section I. continued)

#### C. Frac Pit Sites

- Requires a five (5) year contract prior to construction.
- Pit area calculated from the outside base of the berm. Unused pits must be closed by the end of primary term.
- Requires reseeding with University Lands' approved seed mixture upon closure of pit.
- Any stockpiled caliche must be returned to the pit area or designated area per UL Field Rep.

	Consideration
Fresh water frac pit	NEGOTIABLE
·	\$0.40/sq. ft.
	Min. \$25,000.00
Produced water frac pit	NEGOTIABLE
·	\$0.50/sq. ft.
	Min. \$50,000.00

#### D. Renewal of Frac Pit Site

	Consideration
Fresh water frac pit site	NEGOTIABLE
	Min. \$1,000.00
Produced water frac pit site	NEGOTIABLE
·	Min. \$10,000.00

## E. Stacked Rig

	Damages
Stacked drilling rig	NEGOTIABLE
	Min. \$1,000.00/day

### F. General Damages

	Damages
1. General Surface Damages*	NEGOTIABLE
	Min. \$0.14/sq. ft.
2. Remediation of ground surface	NEGOTIABLE
	Min. \$0.14/sq. ft.
<ol> <li>Temporary pipeline not requiring an easement (prior approval of University Lands Designated Field Representative required)</li> </ol>	NEGOTIABLE

<sup>\*</sup>Any General Surface Damages including but not limited to tank batteries not requiring a surface contract, pad extensions, off pad construction, temporary storage or parking area, pipelines and electric lines not requiring an easement, etc.

#### II. MATERIAL SALES

- ADVANCE NOTIFICATION to the University Lands Designated Field Representative is REQUIRED BEFORE ANY WORK IS INITIATED. Failure to properly notify University representative may subject operator to a penalty of a minimum of \$5,000 per occurrence.
- Under <u>NO CIRCUMSTANCE</u> is University Lands topsoil allowed to be used for any purpose on or off University Lands.

	Fee
1. Caliche or Limestone	NEGOTIABLE
(for use <b>on</b> University Lands)	Min. \$6.00/yd <sup>3</sup>
2. Caliche or Limestone	NEGOTIABLE
(for use <b>off</b> University Lands)	Min. \$8.00/yd <sup>3</sup>
3. Reclaimed Caliche (for use <b>on</b> or <b>off</b> University Lands) All reclaimed caliche must be completely removed down to ground level. After removal, the area must be ripped and/or reseeded if so directed by the University Lands Designated Field Representative.	None
4. Other materials	NEGOTIABLE
5. Opening of new material pit	NEGOTIABLE
(in addition to any fees listed in II.1. through II.4.)	Min. \$30,000.00

#### III. GEOPHYSICAL PERMITS

- A non-refundable payment is due before the work begins.
- ADVANCE NOTIFICATION to the University Lands Designated Field Representative
  is REQUIRED BEFORE ANY WORK IS INITIATED. Failure to properly notify
  University representative may subject operator to a penalty of \$5,000 per
  occurrence.
- If permitted activity occurs during big game hunting season and/or during lambing/kidding season (potentially year-round), loss reimbursement per affected acre is payable to the University Lands Grazing Lessee. All such payments will be determined and monitored by University Lands.

	Consideration
1. 2-D	NEGOTIABLE
	Min. \$3,000.00/mile
2. 3-D	NEGOTIABLE
	Min. \$25.00/acre
3. Other	NEGOTIABLE
4. Brush removal (by written permission only)	NEGOTIABLE
	Min. \$500.00/mile
5. Hunting and Lambing/Kidding loss reimbursement payable to	NEGOTIABLE
University Lands Grazing Lessee may apply.	Hunting – Maximum \$4.00/acre*
	Lambing/Kidding – Maximum
	\$6.00/acre*

<sup>\*</sup>Separate payment required, delivered to University Lands office, payable to grazing lessee.

#### IV. COMMERCIAL SURFACE CONTRACTS (NON-GRAZING)

- UL reserves the right to issue a one time \$10,000 charge for any and all proposed deviation or language change made by a potential Lessee from standard UL agreement language for additional legal expense incurred by UL to review the proposed changes. The upfront payment in no way guarantees that UL will agree to or approve the proposed changes. UL retains its right to reject any and all proposed changes without a refund of the upfront payment.
- Contracts are required and negotiated by the Midland office.
- ADVANCE NOTIFICATION to the University Lands Designated Field Representative
  is REQUIRED BEFORE ANY WORK IS INITIATED. Failure to properly notify
  University representative may subject operator to a penalty of a minimum of \$5,000
  per occurrence.
- If construction activity disrupts big game hunting season and/or lambing/kidding season (potentially year-round), loss reimbursement per affected acre is payable to the University Lands Grazing Lessee. All such payments will be determined and monitored by University Lands.

	Consideration
A. Commercial surface lease	NEGOTIABLE Min. \$0.14/sq. ft.

	Consideration	
B. Renewable energy lease	NEGOTIABLE	
1. Surface damages	NEGOTIABLE Min. \$0.14/sq. ft.	
Hunting and Lambing/Kidding loss reimbursement	NEGOTIABLE	
payable to University Lands Grazing Lessee may	Hunting – Maximum \$4.00/acre*	
apply.	Lambing/Kidding – Maximum \$6.00/acre*	

<sup>\*</sup>Separate payment required, delivered to University Lands office, payable to grazing lessee.

#### V. ROADS

- Road easements for convenience to access non-University Lands are normally discouraged and must show a significant benefit to the University.
- Road easements are usually only required for roads that are built on University
  Lands whose purpose is to access property off University Lands. Most roads on
  University Lands do not require an easement. If there are questions as to whether
  an easement is required, contact the Midland office or the University Lands
  Designated Field Representative.
- Any caliche taken from University lands other than reclaimed University caliche requires a payment fee as stated on page 3, II. Material Sales.
- For new road construction that does not require an easement, a payment for University caliche is still required.
- All roads, gates, and cattle guards on University Lands must be located, constructed, and maintained in accordance with specifications determined by the University Lands Designated Field Representative.
- Existing roads must be upgraded to accommodate additional traffic in accordance with specifications determined by the University Designated Field Representative.
- Annual road and cattle guard maintenance by the <u>oil and gas lessee</u> is required at a minimum.
- University Lands may assess a penalty for improper road or cattle guard maintenance.
- Gates must be kept closed at all times. Failure to ensure gates are kept closed may result in a minimum penalty of \$5,000.00 per occurrence plus additional costs should livestock get mixed up.
- DRIVING AROUND POTHOLES AND POORLY MAINTAINED AREAS is considered excessive surface use and will result in administrative fines or other penalties up to and including expulsion from University Lands.
- No unauthorized off-road travel is permitted for any reason unless permission is given by the University Lands Designated Field Representative. All vehicles must remain on existing lease/oilfield roads at <u>all times</u>. Poorly maintained roads may not be traveled.
- ADVANCE NOTIFICATION to the University Lands Designated Field Representative
  is REQUIRED BEFORE ANY WORK IS INITIATED. Failure to properly notify
  University representative may subject operator to a penalty of a minimum of \$5,000
  per occurrence.

### A. Roads (Maximum 10-year term for roads requiring easements)

	Consideration	Damages
1. Road requiring an easement (Not to exceed 40 ft. width)	NEGOTIABLE Min. \$75.00/rod	
	· ·	
2. Renewal of a road easement (Not to exceed 40 ft. width)	NEGOTIABLE	
	Min. \$48.00/rod	
3. Road construction not requiring an easement (Not to		NEGOTIABLE
exceed 40 ft. width)		Min. \$42.00/rod
(ingress/egress to own University oil and gas lease)		

#### VI. PIPELINE EASEMENT – UNIVERSITY LANDS MINERAL LESSEE

- UL reserves the right to issue a one time \$10,000 charge for any and all proposed deviation or language change made by a potential Grantee from standard UL agreement language for additional legal expense incurred by UL to review the proposed changes. The upfront payment in no way guarantees that UL will agree to or approve the proposed changes. UL retains its right to reject any and all proposed changes without a refund of the upfront payment.
- Any line which <u>exclusively</u> serves the University Lands' oil and gas lease on which it is located does not require a separate easement. All other lines require easements.
- Pipelines must be removed at expiration of easement or lease.
- ADVANCE NOTIFICATION to the University Lands Designated Field Representative
  is REQUIRED BEFORE ANY WORK IS INITIATED. Failure to properly notify
  University representative may subject operator to a penalty of a minimum of \$5,000
  per occurrence.
- ROW gates and gaps <u>must be kept closed</u> at all times. Failure to ensure gates/gaps are kept closed may result in a minimum penalty of \$5,000.00 per occurrence plus additional costs should livestock get mixed up.
- If cross country pipeline construction and/or maintenance activity occurs during big game hunting season and/or during lambing/kidding season (potentially yearround), loss reimbursement per affected acre is payable to the University Lands Grazing Lessee. All such payments will be determined and monitored by University Lands.

### A. New Pipeline Easement (Maximum 10-year term)

- All Pipe Sizes are Nominal
- Ordinary Construction Damages Included

	Consideration
1. Less than 6 inches	NEGOTIABLE
	Min. \$65.00/rod
2. 6 inches to Less than 12 inches	NEGOTIABLE
	Min. \$95.00/rod
3. 12 inches to Less than 24 inches	NEGOTIABLE
	Min. \$150.00/rod
4. 24 inches or Greater	NEGOTIABLE
	Min. \$260.00/rod
5. Hunting and Lambing/Kidding loss reimbursement payable	NEGOTIABLE
to University Lands Grazing Lessee may apply.	Hunting – Maximum \$4.00/acre*
	Lambing/Kidding – Maximum \$6.00/acre*

<sup>\*</sup>Separate payment required, delivered to University Lands office, payable to grazing lessee.

### B. Renewal of Pipeline Easement (Maximum 10-year term)

• All Pipe Sizes are Nominal

	Consideration
1. Less than 6 inches	NEGOTIABLE
	Min. \$37.00/rod
2. 6 inches to Less than 12 inches	NEGOTIABLE
	Min. \$65.00/rod
3. 12 inches to Less than 24 inches	NEGOTIABLE
	Min. \$110.00/rod
4. 24 inches or Greater	NEGOTIABLE
	Min. \$160.00/rod

Failure to pay renewing invoice in a timely manner or provide ninety (90) days advanced notice of additional term intentions will result in a \$5,000 penalty per occurrence.

#### VII. PIPELINE EASEMENTS - NON-UNIVERSITY LANDS MINERAL LESSEE

- UL reserves the right to issue a one time \$10,000 charge for any and all proposed deviation or language change made by a potential Grantee from standard UL agreement language for additional legal expense incurred by UL to review the proposed changes. The upfront payment in no way guarantees that UL will agree to or approve the proposed changes. UL retains its right to reject any and all proposed changes without a refund of the upfront payment.
- Pipelines must be removed at expiration of easement or lease.
- ADVANCE NOTIFICATION to the University Lands Designated Field Representative
  is REQUIRED BEFORE ANY WORK IS INITIATED. Failure to properly notify
  University representative may subject operator to a penalty of a minimum of \$5,000
  per occurrence.
- ROW gates and gaps <u>must be kept closed at all times</u>. Failure to ensure gates/gaps kept closed may result in a minimum penalty of \$5,000.00 per occurrence plus additional costs should livestock get mixed up.
- If cross country pipeline construction and/or maintenance activity occurs during big game hunting season and/or during lambing/kidding season (potentially yearround), loss reimbursement per affected acre is payable to the University Lands Grazing Lessee. All such payments will be determined and monitored by University Lands.
- A. New Pipeline Easement (Maximum 10-year term)
  - All Pipe Sizes are Nominal
  - Ordinary Construction Damages Included

	Consideration
1. Less than 6 inches	NEGOTIABLE
	Min. \$90.00/rod
2. 6 inches to Less than 12 inches	NEGOTIABLE
	Min. \$140.00/rod
3. 12 inches to Less than 24 inches	NEGOTIABLE
	Min. \$235.00/rod

4. 24 inches or Greater	NEGOTIABLE
	Min. \$405.00/rod
5. Hunting and Lambing/Kidding loss reimbursement payable	NEGOTIABLE
to University Lands Grazing Lessee may apply	Hunting – Maximum \$4.00/acre*
	Lambing/Kidding – Maximum \$6.00/acre*

<sup>\*</sup>Separate payment required, delivered to University Lands office, payable to grazing lessee.

## B. Renewal of Pipeline Easement (Maximum 10-year term)

• All Pipe Sizes are Nominal

	Consideration
1. Less than 6 inches	NEGOTIABLE
	Min. \$50.00/rod
2. 6 inches to Less than 12 inches	NEGOTIABLE
	Min. \$90.00/rod
3. 12 inches to Less than 24 inches	NEGOTIABLE
	Min. \$170.00/rod
4. 24 inches or Greater	NEGOTIABLE
	Min. \$250.00/rod

Failure to pay invoice in a timely manner or provide ninety (90) days advanced notice of additional term intentions will result in a \$5,000 penalty per occurrence.

#### VIII. MAINTENANCE OF ALL PIPELINE EASEMENTS

	Damages
Repair or replacement of pipeline     (To avoid penalty, removal of replaced line from University premises required within 30 days)	NEGOTIABLE Min. \$20.00/rod
Termination of easement     (Removal of pipe is required)	None
Remediation of leak/spill	NEGOTIABLE
	Min. \$0.14/sq. ft.
<ol> <li>Temporary pipeline not requiring an easement (prior approval of University Lands Designated Field Representative required)</li> </ol>	NEGOTIABLE

### IX. Water Pipeline Import / Export Fee

	Fee
Water sourced from an aquifer which is Imported onto and/or Exported from University Lands by temporary or permanent pipeline or produced/blended/recycled water Exported from University Lands by temporary or permanent pipeline	NEGOTIABLE Min. \$0.10/bbl

#### X. UTILITY LINE EASEMENTS

- UL reserves the right to issue a one time \$10,000 charge for any and all proposed deviation or language change made by a potential Grantee from standard UL agreement language for additional legal expense incurred by UL to review the proposed changes. The upfront payment in no way guarantees that UL will agree to or approve the proposed changes. UL retains its right to reject any and all proposed changes without a refund of the upfront payment.
- Utility lines and poles must be removed at expiration of easement or lease.
- Any line which <u>exclusively</u> serves the oil and gas lease on which it is located does not require a separate easement. All other lines require easements.
- ADVANCE NOTIFICATION to the University Lands Designated Field Representative is REQUIRED BEFORE ANY WORK IS INITIATED. Failure to properly notify University representative may subject operator to a penalty of a minimum of \$5,000 per occurrence.
- ROW gates and gaps <u>must be kept closed at all times</u>. Failure to keep permanent gates/gaps closed may result in a minimum penalty of \$5,000.00 per occurrence plus additional costs should livestock get mixed up.
- If cross country construction and/or maintenance activity occurs during big game hunting season and/or during lambing/kidding season (potentially year-round), loss reimbursement per affected acre is payable to the University Lands Grazing Lessee. All such payments will be determined and monitored by University Lands.
- A. New Utility Line Easement (Maximum 10-year term)
  - Ordinary Construction Damages Included

	Consideration
1. Less than 30,000 volts line capacity	NEGOTIABLE
(maximum width 30 feet)	Min. \$37.00/rod
2. 30,000 volts line capacity but less than 69,000 volts line	NEGOTIABLE
capacity (maximum width 30 feet)	Min. \$43.00/rod
3. 69,000 volts line capacity but less than 138,000 volts line	NEGOTIABLE
capacity (maximum width 60 feet)	Min. \$145.00/rod
4. 138,000 volts line capacity but less than 300,000 volts line	NEGOTIABLE
capacity (maximum width 80 feet)	Min. \$200.00/rod
5. 300,000 volts line capacity but less than 345,000 volts	NEGOTIABLE
line capacity (maximum width 145 feet)	Min. \$295.00/rod
6. 345,000 volts line capacity and above volts line capacity	NEGOTIABLE
(maximum width 180 feet)	Min. \$370.00/rod
7. Fiber optic or telephone line (line serving fewer than 100	NEGOTIABLE
end users)	Min. \$3.00/rod
8. Fiber optic or telephone line (line serving 100 or more end	NEGOTIABLE
users)	Min. \$5.00/rod
9. Hunting and Lambing/Kidding loss reimbursement payable	NEGOTIABLE
to University Lands Grazing Lessee may apply	Hunting – Maximum \$4.00/acre*
	Lambing/Kidding – Maximum \$6.00/acre*

<sup>\*</sup>Separate payment required, delivered to University Lands office, payable to grazing lessee.

### B. Renewal of Utility Easement (Maximum 10-year term)

	Consideration
1. Less than 30,000 volts line capacity	NEGOTIABLE
(maximum width 30 feet)	Min. \$16.00/rod
2. 30,000 volts line capacity but less than 69,000 volts line	NEGOTIABLE
capacity (maximum width 30 feet)	Min. \$32.00/rod
3. 69,000 volts line capacity but less than 138,000 volts line	NEGOTIABLE
capacity (maximum width 60 feet)	Min. \$85.00/rod
4. 138,000 volts line capacity but less than 300,000 volts line	NEGOTIABLE
capacity (maximum width 80 feet)	Min. \$145.00/rod
5. 300,000 volts line capacity but less than 345,000 volts	NEGOTIABLE
line capacity (maximum width 145 feet)	Min. \$270.00/rod
6. 345,000 volts line capacity and above volts line capacity	NEGOTIABLE
(maximum width 180 feet)	Min. \$320.00/rod
7. Fiber optic or telephone line (line serving fewer than 100	NEGOTIABLE
end users)	Min. \$2.00/rod
8. Fiber optic or telephone line (line serving 100 or more end	NEGOTIABLE
users)	Min. \$4.00/rod

Failure to pay invoice in a timely manner or provide ninety (90) days advanced notice of additional term intentions will result in a \$5,000 penalty per occurrence.

### XI. MAINTENANCE OF ALL UTILITY EASEMENTS

	Damages
Disturbance to surface due to maintenance, repairs, or	NEGOTIABLE
replacement	

#### XII. FRESH WATER AND SALES

 All fresh water wells must comply with the University Lands Groundwater Management Plan found at:

https://www.utlands.utsystem.edu/Content/Documents/Operations/Groundwater\_Management\_Plan.pdf

### A. Water Sales Contracts (Maximum 5-year term)

	Consideration
Water for municipal use	NEGOTIABLE

### B. Water Sales for Oil & Gas Development on University Leases

- Operators shall follow the University Lands Ground Water Management Plan and Subchapter 6.4 Water Wells and Water Usage Board for Lease Rules.
- Operators shall self-report <u>monthly</u> cumulative water volumes produced from all operator-owned and/or operated water wells located on University Lands.
- Operators must complete a UT-6 form (Electronic Filing Certification Agreement) to report monthly water usage online. The UT-6 form may be found at: https://www.utlands.utsystem.edu/Content/Documents/Reporting/UT6.pdf
- All water wells must have an operator identification sign indicating owner and well name.
- All water meters must have a unique identification number stamped on the body of the meter.
- Operators must report individual well meter readings whether the well is active or idle.
- Wells which do not have a pump installed must be reported with monthly meter readings of "0" and the unique meter identification number would be reported as "No Pump."
- University Lands will audit water well production documents as necessary.
- Individual water well production reports are due by the 20<sup>th</sup> day of the month following the production month. Failure to report by the due date will subject the operator to a minimum penalty of \$5,000.00 per occurrence.

	Fee
Water produced from University Lands for oil or gas well development including drilling & completions, construction,	\$0.55/bbl.
road maintenance, etc.	

### XIII. SALT WATER DISPOSAL CONTRACTS (SWD)

(Disposal of water produced from oil and gas operations)

A. Operator of University Oil and Gas Lease - Operates Water Disposal Well Located on the Lease - Pipeline Transport Only

	Consideration
University leases and non-University leases	NEGOTIABLE
(disposal of produced water from both	Min. Prepaid \$10,000 for 5-year term plus \$0.09/bbl. for
University leases and non-University leases by	UL water and \$0.14/bbl. for non UL water injected into the
single or multiple operators)	disposal well, or \$1,000 a month (the greater of the two)

All new Salt Water Disposal Wells must pay a location fee in addition to the fees listed above. See page 1 for location fees required.

- Operators shall self-report & pay <u>monthly</u> disposal volumes injected into operator-owned and/or operated disposal wells located on University Lands.
- Operators must complete a UT-6 form (Electronic Filing Certification Agreement) to report monthly disposal volumes online. The UT-6 form may be found at: <a href="https://www.utlands.utsystem.edu/Content/Documents/Reporting/UT6.pdf">https://www.utlands.utsystem.edu/Content/Documents/Reporting/UT6.pdf</a>
- All water meters must have a unique identification number stamped on the body of the meter.
- Operators must report individual well meter readings whether the well is active or idle.
- University Lands will audit well disposal documents as necessary.
- Individual well disposal reports & payments are due by the 20<sup>th</sup> day of the following month. Failure to report by the due date will subject the operator to a minimum penalty of \$5,000 per occurrence.

## XIV. ASSIGNMENTS, MERGERS, ACQUISITIONS, CONSOLIDATIONS AND NAME CHANGES

#### A. Assignments

- Payment due before assignment occurs or by due date established by agreement.
- Easements must be assigned separately from oil and gas lease assignments and require University Lands' consent.

	Consideration
Each commercial surface lease, easement, produced water disposal contract or water contract	NEGOTIABLE
Each additional contract	\$50.00

### B. Mergers, Acquisitions, Consolidations and Name Changes

	Consideration
<ol> <li>Each commercial surface lease, easement, produced water disposal contract or water contract</li> </ol>	NEGOTIABLE
Each additional contract	\$50.00

#### XV. AMENDMENTS

	Consideration
Each commercial surface lease or easement	\$1,000.00

#### XVI. PAYMENT INFORMATION

A. All consideration, fees and damage checks should be made payable to:

### **THE UNIVERSITY OF TEXAS SYSTEM**

B. Unless otherwise noted in this schedule the minimums are as follows:

Minimum Consideration is \$750.00	
Minimum Penalty is \$5,000.00	

C. Payments should be delivered to University Lands:

US Mail	P. O. Box 553
	Midland, TX 79702-0553
Physical Address	704 W. Dengar Ave.
	Midland, TX 79705-5319
Telephone Contact	Midland Office
	432-684-4404

### **XVII. UNIVERSITY LANDS REPRESENTATIVES**

P.O. Box 553, Midland, Texas 79702-0553

Office: 432-684-4404

Designated Field Representatives	Cellular
Jeff White (Email: jeff.white@utsystem.edu)	432-556-2564
Nick Alejandro (Email: <u>nalejandro@utsystem.edu</u> ) Andrews, Dawson, Gaines, & Martin Counties	830-889-4335
Ryan Kennedy (Email: rkennedy@utsystem.edu) Crockett (Blk 29-33, 38-52, 55 & 56), Irion, Reagan (Blk 43, 48, & 49), Schleicher, & Terrell Counties	325-812-3623
Matthew Yates (Email: myates@utsystem.edu) Crockett (Blk 5-7, 12-14), Reagan (Blk 6-12, 58, 1 & 2), & Upton Counties	682-351-2912
Michael Taylor (Email: mitaylor@utsystem.edu) Loving, Ward, Winkler, Culberson, El Paso, & Hudspeth Counties	432-940-4945
Greg Lundgren (Email: glundgren@utsystem.edu) Crane, Ector, & Pecos Counties	432-813-9527
Drilling Revenue Receivables	Midland Office
Brandy Hamm (Email: bhamm@utsystem.edu)	432-686-4755
Easements, Commercial Leases & SWD Representatives	Midland Office
David Williamson (Email: dwilliamson@utsystem.edu)	432-686-4780
Alex Garza (Email: egarza@utsystem.edu)	432-686-4781
Kathy Woods (Email: kwoods@utsystem.edu)	432-686-4725
Autumn Barnard (Email: aubarnard@utsystem.edu)	432-686-4718
Sustainability, Water and Brine Representative	Cellular
Steven Brite (Email: sbrite@utsystem.edu)	214-531-2974
Geophysical Permits Representative	Cellular
Jeff White (Email: jeff.white@utsystem.edu)	432-556-2564
Sr. VP Operations, Midland Office	Midland Office
Richard Brantley (Email: rbrantley@utsystem.edu)	432-684-4404

Note: To maintain accuracy of contact information, staff will update Section XVII of the Rate and Damage Schedule as needed without providing advance notice to the Board of Regents.