

Sutter County Community Services Department
1130 Civic Center Boulevard
Yuba City, California, 95993
(530) 822-7400

**APPLICATION FOR GAS AND OIL WELL
DRILLING AND PRODUCTION**
Filing Fee - \$500.00

OFFICE USE ONLY	
Application No.	Date Filed
Receipt No.	

Project Location: _____

Assessor's Parcel No. _____

Well Name: _____ (Attach plan & map)

Project Sponsor:

Surface Owner:

Name

Address

City/State/ZIP

Contact Person (Phone No.)

Name

Address

City/State/ZIP

Contact Person (Phone No.)

The undersigned hereby certifies that the attached information is accurate and that the following conditions as specified by Section 1500-8018(h) of the Sutter County Zoning Code shall be met in completion of this project and that failure to comply with said conditions may be punishable by fine and/or imprisonment:

- (1) The well location is at least 500 feet from any existing residence and is not on lands controlled by any State or Federal Agency.
- (2) The location of the well, access road, pipelines and other appurtenances have been coordinated with the surface rights operator, manager or tenant as well as the owner of the surface rights to the property to be used as a well site.
- (3) All facilities except those required for well operation and maintenance will be removed and the site restored to its original condition within ninety (90) days of completion of the drilling process or as otherwise arranged with the surface owner.
- (4) The applicant or the applicant's agent shall notify the Sutter County Community Services Department of completion or abandonment of the well within ten (10) days of cessation of drilling operations.

(5) All local and State regulations shall be observed including but not limited to requirements of the Sutter County Environmental Health Program and the California Division of Oil and Gas for on-site sanitary facilities and waste disposal, the Sutter County Public Works Department for all necessary encroachment permits to make driveway connections to County roads and the California Division of Oil and Gas for all necessary permits.

The undersigned further acknowledges that the Gas and Oil Well Zoning Clearance issued pursuant to this application shall become null and void without further action if no drilling has commenced within one (1) year of issuance or the date of appeal determination, if any.

_____ Signature (Sponsor's Authorized Agent)	_____ Print Name	_____ Date
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I have reviewed the project and have no objection to the issuance of a Zoning Clearance.

_____ Signature (Surface Property Owner)	_____ Date	_____ Signature (Manager or Tenant)	_____ Date
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INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is entered into by the applicant for the project described below ("Applicant") and the owner or owners of the property that is the subject of such application ("Property Owner"). This Agreement is effective as of the date last signed below.

Applicant and Property Owner agree to indemnify, defend, and hold harmless Sutter County ("County"), the Sutter County Planning Commission, the Sutter County Board of Supervisors, and their officers, employees, and agents, including consultants ("Indemnified Parties") from any claim, action, or proceeding against Indemnified Parties to attack, set aside, void, or annul the approval of the Project or adoption of the environmental document that accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorneys' fees, or expert witness costs that may be asserted by any person or entity, including the Applicant and Property Owner, arising out of or in connection with the approval of the Project, including any claim for private attorney general fees claimed by or awarded to any party against the County.

The County shall promptly notify the Applicant of any claim, action, or proceeding. The County shall control the choice of counsel and defense of any such claim, action, or proceeding.

To the extent that County is required by Applicant to use any of its resources to respond to such claim, action, or proceeding, Applicant will reimburse County upon demand and upon presentation of an invoice describing the work done, the time spent on such work, and the hourly rate for such work by the employee or agent of County.

The person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement and that this Agreement is a valid and legal agreement binding on the Applicant and enforceable in accordance with its terms.

PROJECT:

Project Number: _____
Sutter County APN: _____

APPLICANT:

Signed _____
Name of Person Signing _____
Title _____
Name of Project Applicant _____

PROPERTY OWNER:

Signed _____
Name _____