

REQUIREMENTS FOR REQUESTING A SEISMIC PERMIT ON CITY OF FORT WORTH PROPERTY

PLEASE SUBMIT THE FOLLOWING INFORMATION:

- Legal description of City property (Subdivision Lot, Block; Tract, etc.) on which the survey will take place (TAD account and map)
- Proof of current gas lease with the City of Fort Worth
- Schedule of seismic testing (Amount of time needed, start, finish dates)
- Map of property location (TAD map or GIS map)
- Contact information for seismic survey supervisor (Name, company, phone, e-mail, fax)
- If seismic company is a subcontractor for the gas company holding the lease, then a letter of authorization for the seismic testing from the gas company must be submitted to the City

CITY OF FORT WORTH CONTACT

Jean Petr, Land Agent
900 Monroe, Suite 404
Fort Worth, TX 76102
817.392.8367
jean.petr@fortworthgov.org

City of Fort Worth Real Property staff will review the above information and send an authorization letter granting permission to perform the survey on City property.

NOTE:

- **ON PROPERTIES WHERE THE CITY OF FORT WORTH OWNS THE MINERALS, SEISMIC PERMITS WILL ONLY BE GRANTED ON PROPERTIES THAT ARE CURRENTLY UNDER LEASE.**
- On properties where the City owns only the surface and not the minerals, there will be a \$25.00 per acre charge for the Seismic Permit.
- Submission of the above information is not a guarantee of authorization to perform the seismic survey on City property.

**AGREEMENT TO CONDUCT SEISMOGRAPH OPERATIONS
CITY OF FORT WORTH, TEXAS**

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between the City of Fort Worth, a home rule municipal corporation situated in Tarrant, Denton and Wise Counties, Texas (hereinafter referred to as "City") acting by and through its Assistant City Manager and _____, by and through its _____ (hereinafter referred to as "Company")

Pursuant to the request of Company to conduct seismograph operations for the purpose of oil and gas exploration under **Seismograph Permit No.** _____, dated _____, described in Exhibit "A", on the following described _____ acres of land owned by the City and located in _____ (property description) in _____ County, Texas (hereinafter called "Premises" described in Exhibit "B"), both being attached hereto and made a part hereof for all intents and purposes, the City agrees to permit Company to conduct seismographic operations on the Premises pursuant to the following terms and conditions:

- 1 Company shall have access to the Premises on the following dates for the following purposes:
 - _____ (date) On Ground – Pin Flag & Survey start
 - _____ (date) Recording crew arrives on project (cables and geophones)
 - _____ (date) Recording, policing area and completion

City can grant Company access to the Premises to continue the seismographic studies if Company is unable to complete its operations due to weather conditions, but in no event shall access to the Premises exceed thirty (30) days. City reserves the right to terminate this Agreement upon five days notice to Company.

- 2 Company agrees to pay the City \$_____, representing \$25 00 per acre for the purpose of conducting seismic survey across the Premises.
3. Company agrees that it is taking the Premises in their current "AS IS" condition, with no representations or warranties of any nature whatsoever by the City.
4. Company agrees to conduct its operations in accordance with good standard practices and shall comply with all federal, state and local laws, rules and regulations as, well as with all FAA regulations, and regulations, restrictions and requirements of the police, fire and health departments now or hereafter in effect which are applicable to its operations. Company shall obtain and keep in effect at its own cost and expense all licenses, permits and taxes incurred or required in connection with this Agreement and its operations hereunder.
- 5 ***COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) COMPANY'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR***

SEISMOGRAPH PERMIT

Page 2

OMISSION OR INTENTIONAL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE CITY) OR SUBCONTRACTORS, RELATED TO SEISMIC SURVEY ON THE PROPERTY OR THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY OR ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH COMPANY AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

Company agrees to pay the City of Fort Worth for all damages suffered or incurred by it, either directly or indirectly, as a result of any operations conducted for or by Company, its agents, employees or representatives on the Premises, including all damage or injury to standing or fallen timber, buildings, fences, equipment and all other property, whether real or personal.

Company covenants and agrees that City shall in no way nor under any circumstances be responsible for any property belonging to Company, its members, employees, agents, contractors, subcontractors, invitees, licensees, or trespassers, which may be stolen, destroyed, or in any way damaged, and Company hereby indemnifies and holds harmless City from and against any and all such claims. The City does not guarantee police protection and will not be liable for any loss or damage sustained by Company, its members, employees, agents, contractors, subcontractors, invitees, licensees, or trespassers on any of the Premises.

6. No work will be conducted under wet conditions
7. This permit is not exclusive and the City reserves the right to go on or across, and to permit others to go on and across, the Premises for any purpose whatsoever and to conduct any operations or activities that the City may desire.
8. Upon the conclusion of the seismograph operations, Company agrees to fill all shot holes, repair all vibrator points or other seismic source generating points and to return the Premises as nearly as possible to the same condition upon entry by Company. Company specifically agrees to remove all hazardous conditions on the Premises created and caused by its operations.
9. If the Premises, or any part thereof, are subject to any outstanding oil and gas leases, timber contracts, pipeline right of way agreements, or any other similar agreements, Company agrees not to enter upon the Premises for any purpose whatsoever until permission of the lessee, grantee or buyer hereunder has been obtained. No seismic source generating points will be located on pipeline rights-of-way unless written consent of the owner of the pipeline is first obtained.
10. Company agrees to report to the City's Fire Department and the City's office in Real Property Services, located at 900 Monroe, Suite 404, Fort Worth, Texas 76102-6302 (Jean Petr, Land Agent, 817.392.8367) all fires observed on the Premises in which you

SEISMOGRAPH PERMIT

are conducting your operations and you agree to use your best efforts to suppress any fires on the Premises.

- 11. This permit is granted and made by the City without any warranty of title, either express or implied concerning the Premises.
- 12. Within thirty (30) days after completion of operations, Company agrees to provide the City with a map showing all shot points on the Premises.**
- 13. Prior to the time Company is entitled to any right of access to or use of the Premises for any seismic activity, Company shall deliver two signed copies of this agreement to the attention of Jean Petr, Land Agent, Real Property Services, Department of Engineering, City of Fort Worth, 900 Monroe, Suite 404, Fort Worth, Texas 76102-6302.
- 14. Company may not assign or transfer any rights or interest in the Agreement without the written consent of the City and any such attempted transfer without prior written consent shall be void.
- 15. This written instrument constitutes the entire Agreement by the parties hereto concerning this Agreement and the obligations of the parties and any prior or contemporaneous oral or written agreement that purports to vary from the terms hereof shall be void. This Agreement cannot be modified or amended without the written consent of all the parties hereto and attached and made a part of this Agreement.
- 16. This Agreement shall be governed by the laws of the State of Texas. Venue for any action brought to interpret or enforce, or arising out of or incident to, the terms of this License Agreement shall be in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

By executing this agreement, _____ agrees to and accepts the terms, conditions and provisions.

EXECUTED on this _____ day of _____, 2007.

CITY OF FORT WORTH

COMPANY NAME:

Assistant City Manager

BY: _____
Title _____

Approved as to form and legality:

COMPANY ADDRESS:

Assistant City Attorney

PHONE: _____