

SEISMIC PERMIT NO. ####

This Seismic Permit (this "Agreement") is made effective as of **Month, DD, YYYY**, between the Board of Regents of The University of Texas System ("Owner") and **Company**, ("Permittee").

WITNESSETH:

For good and valuable consideration in hand paid to Owner by Permittee, receipt of which is hereby acknowledged and the covenants and obligations hereinafter set forth, Owner hereby grants Permittee the right to perform seismic operations for a period of 120 days from the effective date on or over a portion of Permanent University Fund lands described as follows ("the Covered Area"):

As depicted in Exhibit A hereto or the above referenced Covered Area, to the extent of Owner's interest in the Covered Area all subject to the provisions of this Agreement, Permittee acknowledges that Owner may not own all of the minerals in the Covered Area and/or may have conveyed the right to conduct seismic operations by oil and gas lease on all or part of the Covered Area. If the Covered Area for seismic operations includes University Land and Non-University Land, Permittee shall perform seismic operations within the full fold area "Halo Area" from the University Land boundary. The "Halo Area," when seismic operations include both University land and Non-University land is defined as a one mile distance from the University Land Survey boundary.

1. **Seismic Operations.** Subject to the following terms and conditions, Permittee may conduct seismic operations on the Covered Area during the Term, as described below:

a. Permittee shall use no more of the surface than is reasonably necessary to perform the seismic operations. Permittee will be responsible for, and hereby indemnifies Owner against, payment for any damage to the surface, crops, vegetation, personal property, and water wells, or any other damage caused by the seismic operations.

b. Permittee shall promptly fill and smooth any depressions, ruts, or other damage to the surface and to the extent reasonably possible return the surface to its condition before Permittee began seismic operations, unless otherwise directed by the surface tenant or Owner. Brush clearance, if needed, will be permitted only by methods approved by Owner.

c. All operations hereunder will be subject to the terms and conditions of the Rate and Damage Schedule published by Owner's University Lands office, including payment of all fees and damage amounts set out therein.

d. Permittee shall not litter or allow any trash or debris to be deposited on the surface and will remove everything that is brought onto the Covered Area by Permittee, its employees, agents, licensees, or invitees.

e. Permittee shall conduct seismic operations on the Covered Area only during periods where the surface conditions are sufficiently dry to prevent unnecessary damage to the surface. All operations hereunder must be carried out only during daylight hours.

f. Permittee shall not cut any fences and shall keep all locked gates locked.

g. Permittee shall not carry any firearms on the Covered Area. No hunting is allowed by Permittee, its employees, agents, and invitees at any time.

h. Permittee will furnish Owner names and addresses of all contractors and subcontractors performing work under this Agreement in advance of the performance of such work.

i. Permittee shall obtain all necessary consents, licenses, and other authorizations prior to commencing seismic operations. All consents must be in writing. Permittee shall comply with the Antiquities Code (Texas Natural Resources Code, Chapter 191 or its successor statute) and applicable rules promulgated thereunder by the Historical Commission, or its successor. Permittee shall undertake its activities on the Covered Area in a manner consistent with public policy relating to the location and preservation of archeological sites and other cultural resources in, on, or under public lands. Permittee shall use the highest degree of care and all reasonable safeguards to prevent the taking, alteration, damage, destruction, salvage, or excavation of cultural resources and/or landmarks on the Covered Area. Upon discovery of an archeological site, Permittee shall immediately give written notice of such discovery to Owner and to the Texas Antiquities Committee, as set out in the Commission's rules. Permittee, its contractors and employees, shall have no right, title, or interest in or to any archaeological articles, objects, or artifacts, or other cultural resources located or discovered on the Covered Area.

j. Permittee shall complete all seismic operations on the Covered Area and any remedial work to restore the Covered Area on or before the expiration or termination of the Term.

k. Permittee shall notify Owner and Owner's Grazing Lessee in writing within 72 hours prior to commencement and 72 hours after discontinuation of seismic operations.

l. Prior to beginning operations hereunder, Permittee shall furnish Owner a map of the Covered Area showing all proposed operations. Within 10 days of completion of operations hereunder, or expiration of this Permit for any reason, whichever comes first, Permittee will provide Owner with a map showing where operations were conducted (if different from the proposed operations), in addition to the shot point map required by Section 2 hereof.

2. **Data Availability.** Within thirty (30) days of completion of seismic operations on the Covered Area, Permittee shall provide to Owner, at Permittee's expense, a shot point map or map showing like information and all raw data gathered and associated with this Permit. Permittee shall provide all final, processed and interpreted data gathered and associated with this Permit to Owner within ninety (90) days of completion of seismic operations. Included in this final, processed and interpreted data shall include data covering the Halo Area. This data shall only be utilized by the Owner. If the Permittee is the Lessee involved in oil and gas development operations on the Covered Area, Owner will not disclose any such data to third parties for a period of thirty (30) days after the conclusion of development operations on the Covered Area, except as required by law. If the Permittee is not the Lessee involved in oil and gas development operations on the Covered Area, Owner will not disclose any such data to third parties for a period of two (2) years after the expiration of this permit, except as required by law.

3. **Permittee's Obligations and Indemnity.** Permittee agrees to use reasonable care and caution in conducting operations on the Covered Area to prevent injury or damages to persons, personal property, buildings, or other property of the Owner or Owner's tenants. Permittee accepts full responsibility and liability for damages or injury of any kind in any way related to seismic operations on the Covered Area and hereby agrees to indemnify and hold harmless Owner, its officers, employees, and agents, against any claims, damages, losses, liabilities or costs (including attorneys' fees) that may be incurred by such parties arising in any way from Permittee's operations on or use of the Covered Area.

4. **Insurance.** Permittee shall obtain and maintain throughout the term, Worker's Compensation/Employer's Liability, Commercial General Liability and Umbrella Liability, and Comprehensive Automobile Liability Insurance in the following amounts:

a. Worker's Compensation and Employer's Liability Insurance:

Worker's Compensation - Statutory limits

Employer's Liability Limits - \$500,000

b. Commercial General Liability and Umbrella Liability Insurance -- Combined limit of not less than \$1,000,000 each occurrence.

If the Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to the seismic operations conducted pursuant to this Agreement.

c. Business Automobile Insurance -- limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired, and non-owned autos.

5. **Assignment.** The rights and obligations of Permittee under this Agreement are not assignable or transferable in whole or in part, without prior written consent of Owner.

6. **Lambing/Kidding.** Should Permittee conduct any activity associated with seismic operations during the Grazing Lessee's lambing/kidding season, Permittee must compensate the Grazing Lessee for the affected seismic acreage. A University Lands range conservationist will assess damages at time of work and submit actual damage compensation amounts not to exceed \$5.00 per acre to Permittee, as stated in the University Lands' current Rate and Damage Schedule.

- Permittee should make checks payable to Grazing Lessee but **must** deliver checks to the University Lands Office, Attn: Cash Management, P.O. Box 553, Midland, TX 79702-0553. Copies of the damage checks will be made by UL before the checks are forwarded to the affected Grazing Lessee(s).

7. **Hunting.** Should Permittee conduct any activity associated with seismic operations during the Big Game Hunting Season, Permittee must compensate the grazing lessee for the affected seismic acreage. A University Lands range conservationist will assess damages at time of work and submit actual damage compensation amounts not to exceed \$3.00 per acre to Permittee, as stated in the University Lands' current Rate and Damage Schedule. HUNTERS MAY BE PRESENT AT ANY TIME DURING NORMAL HUNTING SEASON.

- Permittee should make checks payable to Grazing Lessee but **must** deliver checks to the University Lands Office, Attn: Cash Management, P.O. Box 553, Midland, TX 79702-0553. Copies of the damage checks will be made by UL before the checks are forwarded to the affected Grazing Lessee(s).

8. **Miscellaneous.**

a. Violation of any material term of this Permit may, in Owner's discretion, result in immediate termination of the Permit. If Owner prevails in an action against Permittee to enforce Owner's rights or require performance of Permittee's obligations under this Agreement, Permittee shall pay Owner's reasonable attorneys' fees and court costs incurred in connection with such

action. The provisions of this Section are not exclusive and exercise of any remedy hereunder does not preclude the exercise of any other.

b. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Venue for any action related to this Agreement shall be in the county where the Covered Area is located or in Travis County, Texas.

c. Owner, tenants, contractors, guests, invitees, agents or other users shall continue to have the full use and enjoy the Covered Area during the Term and Permittee shall not interfere with access to or use of the Covered Area by such parties.

d. Permittee will assure that all contractors, sub-contractors, party managers, inspectors, and agents of Permittee are aware of the details of this Agreement and are bound to abide by all of its terms, conditions, and provisions.

e. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. This provision shall not be construed as Owner's consent to or acquiescence in any assignment. This Agreement is executed by the parties to be effective as of the Effective Date set out above.

Owner:

James Holtzclaw
Land Manager, University Lands

Date

Richard Brantley
Associate Director, Surface and
Mineral Interests, University Lands

Date

Permittee:

By: _____ Date: _____

Name _____

Title _____

Address: _____

Email: _____

Telephone: _____

Permittee Contractor Information:

Company Name: _____

Attn: _____

Address: _____

Email: _____

Telephone: _____

EXHIBIT A

University Lands, County, Block ##

Section ## (number acres)

Section ## (number acres)

Block ## Total Acreage: number

Total University Lands, requested for our Seismic Operations in Name County, Texas is number acres.