

THE STATE OF TEXAS §

GEOPHYSICAL SURVEY PERMIT

COUNTY OF ATASCOSA §

TO: The Commissioners Court of ATASCOSA County, Texas

LOCATION (County Roads and Right of Way shall be listed below):

Well Name: _____

Texas Railroad Commission Permit #: _____

On this the _____ day of _____, 20 ____, the undersigned "Company"), does hereby make application to use the above described lands belonging to Atascosa County, Texas, for the limited purposes of laying cables on or along the above described land or roadways belonging to Atascosa County, Texas, for the purposes of conducting a geophysical survey and/or hydro-fractural monitoring operations.

In consideration of the \$500.00 application fee, plus a \$5,000 penalty fee if said survey is performed prior to this permit being presented to and approved by Atascosa County Commissioners Court. Atascosa County requires that you contact the County Commissioner as listed below at least 48 hours prior to beginning operations within the county road right-of-way: (Please select proper commissioner for your area of operations)

- Commissioner Mark Gillespie Precinct No. 1 830-563-2901
- Commissioner Mark Bowen Precinct No. 2 830-742-3946
- Commissioner Eliseo Perez Precinct No. 3 830-277-1213
- Commissioner Kennard Riley Precinct No. 4 830-579-4431

Upon the County's granting permission to make use of the lands or right-of-way above described for the purposes aforesaid, the undersigned company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

1. No blasting, impact or vibration method shall be performed within the limits of the Atascosa County right-of-way.
2. No operations shall be conducted in an area that may result in damage to Atascosa County bridges, gravel, paved roads or other roadway facilities.
3. Cables placed on the pavement must be arranged so they do not create a hazardous condition or rumple strip effect. All cables must be securely anchored to the roadway with materials which will not damage and/or puncture the pavement. Nails, spikes and similar materials used for anchors must be placed beyond the pavement edge. Materials used to anchor cable to the pavement (tape, etc) shall be removed from the pavement after operations are completed. All anchors (nails, spikes and similar materials used for anchors) shall be removed after operations are completed.
4. Adequate signs, barricades, flares, flagmen, etc., shall be maintained as necessary to protect the traveling public. Complete compliance with the Texas Manual of Uniform Traffic Control Devices is mandatory.
5. The operation must not interfere with the free and safe flow of traffic, when operations are immediately adjacent to the right-of-way, all equipment should be parked and/or operating on one side of the roadway only.
6. Operations will be postponed when the ground conditions are such that operations within the right-of-way would cause extensive rutting and/or tracking of mud onto the roadway surface.

7. The geophysical survey company shall restore the right-of-way to its original condition, free of any damage, including ruts or any injury to vegetation. Any costs incurred by the county for replacement signs, delineators, etc., for the removal of debris, or for any other necessary restoration work performed by the county to place the county right-of-way into a condition equal to that prior to survey operations will be billed to the company at cost.
8. County does not grant any right to conduct geophysical surveys on the County Road right-of-way. The Geophysical Survey Permit merely allows mineral estate owners to conduct geophysical surveys of their mineral estates, in a manner that does not interfere with the County Road right-of-way, which is part of the surface estate. It is the Company's responsibility to secure permission from the mineral estate owner to actually conduct geophysical surveys. If the Company believes that the County is the mineral estate owner of the land beneath any particular County Road right-of-way, separate authority to conduct a geophysical survey of that land must be obtained from Commissioners Court as the owner of the mineral estate.
9. Company agrees to indemnify and hold County harmless from any personal injury, property damage or mineral estate related claims against County, its officers, agents or employees, that result from Company's operations under this permit, **EVEN IF SUCH CLAIMS RESULT IN WHOLE OR PART FROM THE NEGLIGENCE OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES**
10. No markers or ribbons shall be used on signs or delineators on county right-of-way.
11. This geophysical survey permit will expire in 6 months after date of approval of this application by Atascosa County Commissioners Court. After expiration of the same, a new application for geophysical survey permit and payment of fees shall be required from the applicant if the survey/operations have not been completed prior to the expiration date of this permit.
12. This geophysical survey permit shall be executed simultaneously with the county's Road Use Agreement attached hereto as "Exhibit A".
13. Atascosa County requires the applicant provide a program map prior to operations.

It is further agreed that the order of the Commissioners Court granting this application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this application shall constitute a contract between the parties according to the terms hereof.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the ____ day of _____, 20 ____.

Company
By: _____
Title: _____

CORPORATION ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said _____, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the ____ day of _____, 20 ____.

Notary Public in and for the State of Texas

*******FOR COUNTY USE ONLY*******

Examined and approved in open Commissioners Court on this the ____ day of _____, 20 ____

**By: _____
Weldon P. Cude, Atascosa County Judge**

This permit Expires on the ____ day of _____, 20 ____

EXHIBIT A”

ROAD USE AGREEMENT BETWEEN ATASCOSA COUNTY AND _____

On this the ____ day of _____, _____, Atascosa County, herein known as “County” address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and _____ herein known as _____, address _____, for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, _____, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, _____, agrees to repair damage to the following roads _____, in Commissioner Precinct No. _____.
4. The County and _____ agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After the overweight traffic stops, _____, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. _____, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

Signature Date

Printed Name

Authorized Representative for Atascosa
County: Weldon P. Cude, County Judge

Signature Date

County Commissioner, Precinct No. _____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy