

SEISMOGRAPHIC SURVEY PERMISSION AND AGREEMENT

This agreement was prepared by Harrington, Hoppe & Mitchell with the intention of providing a neutral and fair balance of interests and rights for the landowner and seismic company. This sample agreement should NOT be utilized without prior review and consultation with experienced legal counsel.

This Seismographic Survey Permission and Agreement (“Agreement”) is entered by and between _____, with an address of _____ (herein “Landowner”), and _____ with an address of _____ (the party that is to perform seismographic surveying, herein “Company”) for the granting of permission for certain testing functions under the terms, conditions and agreements set forth in this Agreement:

1. **Grant of Permission.** Landowner grants to Company, its contractors and assigns limited permission to conduct a seismographic survey, including the right of ingress and egress for such purposes across the surface of Landowner’s property, as well as to test and analyze subsurface regions as necessary for the seismographic survey, all subject to the limitations, terms and conditions of this Agreement.

2. **Purpose and Scope of Survey.** Company seeks permission under this Agreement to perform seismic testing in order to identify and map subsurface oil and gas-containing shale formations. This testing is conducted by sending seismic waves into the earth to determine the makeup of rock layers. Methods may include the limited use of explosives and “thumper” trucks (trucks that pound the ground in various spots to generate seismic waves), along with locating and utilizing electronic monitoring devices.

3. **Description of Landowner’s Property.** A legal description of Landowner’s property, including a permanent parcel number for county taxation purposes, and a street address of the property, if applicable, is attached as Exhibit A to this Agreement.

Landowner’s property includes the following (check as applicable):

- Portions of property (fields, lands, barns, etc.) leased to others
- Crops
- Gardens
- Special use areas (golf course, park, etc)
- Wooded areas
- Farm animals
- Pets
- Fences and gates
- Potable water well (well that supplies drinking water)
- Non-potable water well (irrigation, etc.)

- Other water sources (springs, cisterns, etc.)
- Underground pipes (water supply, drainage, electrical supply, gas lines, others)
- Known existing oil/gas lease
- Existing oil/gas well
- Someone other than Landowner owns minerals or oil/gas rights

4. **Time and Expiration.** The rights under this agreement shall terminate ____ days following the date this Agreement is signed by Landowner, based upon with the date of Landowner's signature at the end of this Agreement.

All operations and testing under the terms of this Agreement shall be conducted only between the hours of 8:00am – 6:00pm, Monday through Saturday.

5. **Notice to Landowner; Approval.** Company shall provide Landowner with written notice stating the scheduled time and location of the following activities at least 24 hours in advance of their occurrence on landowner's property: Any use of explosives, thumper trucks, or other equipment to generate seismic waves on the property, placement of seismic testing or monitoring equipment on the property, or drilling of shot holes.

At least three business days in advance of any operations on Landowner's property that requires use of explosives, thumper trucks, or drilling activities, Company shall consult with the Landowner and provide Landowner with a site plan map generally reflecting the location of those activities. Landowner's written consent to the site plan shall be obtained prior to its implementation, which consent shall not be unreasonably withheld, provided Company's plans shown comply with the limitations, terms and conditions of this Agreement. The plans shall include, but not be limited to showing use of any lanes and roadways, areas where any vegetation, crop, or wooded area clearing will occur, locations of any wells or holes, thumper truck locations, routing of wires, and locations of sensor equipment.

6. **Company operations.**

a. Vegetation. Company shall design plans to minimize any destruction of or impact on Landowner's property. Company shall not destroy any crops, trees, gardens, unless Landowner is paid prior to such destruction for the fair market value of the property affected. If the Landowner and Company cannot agree on such a value, the property affected shall be appraised by a qualified independent appraiser at Company's expense, and Company shall pay Landowner the appraised value assigned.

b. Structures. Company shall not destroy, modify, or otherwise affect any structure on Landowner's property, including but not limited to, any building, fence or gate. In the event Company proposes to undertake such activity, it must obtain the prior separate written agreement of Landowner, along with any compensation negotiated therewith.

c. Lanes, Roadways, Paths. Company shall take reasonable steps to avoid ruts and destruction of grass and turf, and will utilize existing pathways or lanes to the extent possible. Company shall remediate any such areas utilized to return them to the condition and appearance existing prior to this Agreement, or better.

d. Holes. Any boring or drilling shall be of minimal diameter and depth necessary for seismographic mapping only, and not for core sampling or other purposes, and shall be subject to all applicable regulations and permits obtained by Company. Any holes shall be plugged in a manner that will not allow subsidence, and graded and landscaped so that appearances are the same as prior to this Agreement or better.

e. Proximity to Structures, Water Sources, Underground Pipes, etc. Company's activities shall be designed and implemented to maintain sufficient distance from any structures and facilities on or under the property to assure that the activities will have no immediate or long term effects including, but not limited to, any damage to foundations, clouding of water sources, etc.

f. Fences, Gates. Company shall provide with its notice of activities to Landowner the times and circumstances of access to any fenced and gated areas. Landowner shall have the option, but not the obligation, to be present at the opening and closing of any gates. Company shall be responsible for assurance that any enclosed livestock or animals have been secured prior to opening gates.

g. Animals. Company will take reasonable steps and precautions to muffle sounds and temper vibrations or other effects that could affect pets or livestock.

h. Workmanlike Standards. Company shall conduct operations in a good, workmanlike manner.

7. **Remediation.** Company shall return the property to its condition prior to this Agreement, or better.

8. **Liability, Insurance, Indemnity.** Company shall be strictly liable for all damages and losses caused by or arising out of Company's activities on or affecting Landowner's property under this Agreement as well as for claims that may be asserted against Landowner (other than to the extent any such claims arise from the conduct of Landowner, Landowner's agents, contractors, employees, invitees, guests and permittees other than Company). Company agrees to defend, indemnify and hold harmless Landowner from and against any and all claims, demands and causes of action for injury, including death, or damage to persons or property or fines or penalties or environmental matters arising out of, incidental to or resulting from the operations of or for Company or Company's servants, agents, employees, guests, licensees, invitees or independent contractors, and from and against all costs and expenses incurred by Landowner by reason of any such claim or claims, including attorneys' fees. This indemnity shall apply to any claim, however caused, or regardless of the legal grounds and basis. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

Company shall maintain all required Worker's Compensation and employer's liability insurance, and shall maintain commercial general liability, business auto, and environmental liability insurance with a company enrolled with or approved by the Ohio Department of Insurance to do business in the state in an amount of at least \$1,000,000 for each type of coverage just described. Such coverage shall protect Landowner as Landowner's interests may apply.

Landowner shall not be responsible for any loss, damage, or theft relating to any Company property.

9. **Title.** Landowner makes no representation or warranty whatsoever as to its title and ownership of the land described in this agreement, or to mineral rights on Landowner's property, or prior leases affecting Landowner's property.

10. **Consideration.** In addition to any damages to be paid under the terms of this Agreement, Company agrees to pay and shall pay at the time of Company's signing this Agreement the sum of (choose one applicable); (a) \$_____ general payment, or (b) \$_____ per acre payment totaling \$_____, for the permission, rights and privileges described in this Agreement.

11. Miscellaneous.

a. This Agreement sets out the entire understanding between Landowner and Company as to the matters specifically addressed herein, and supersedes any prior oral or written agreements or negotiations as to these matters not set out in writing herein. No provision of this Agreement shall be modified, altered or waived except by written amendment executed by both parties.

b. The parties hereto intend to be legally bound by this Agreement. This Agreement shall be binding upon the successors and assigns of the parties hereto.

c. This Agreement may be executed by Landowner and Company in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. Any party may execute this Agreement by facsimile or PDF signature and the other party will be entitled to rely on such facsimile or PDF signature as evidence that this Agreement has been duly executed by such party. Any party executing this Agreement by facsimile signature or PDF signature will promptly forward to the other party an original signature page by overnight courier or USPS first class mail.

In Witness Whereof, this Agreement has been executed by the undersigned and should be deemed effective as of the date of the last signing as shown below.

Company

Date: _____

By _____

Its _____

Landowner

Date: _____

By _____

Its _____