

STATE OF TEXAS           §  
COUNTY OF TARRANT   §

### License Agreement

The City of Southlake, Texas ("City") hereby grants to \_\_\_\_\_, a \_\_\_\_\_ Corporation ("Licensee") a non-exclusive license to conduct a 3D SEISMIC SURVEY within the following described property:

\_\_\_\_\_, Tarrant County, Texas, such property being more particularly shown on a map that is attached hereto, marked Exhibit "A" and made a part hereof by reference. Exhibit "A" hereto shall reflect the location of all cables placed within the territorial limits of the City.

Licensee and City agree that this license is granted on the following terms and conditions:

1. In consideration for the granting of this License Agreement, Licensee shall pay to City a non-refundable license fee of One Thousand Two Hundred Dollars (\$1,200.00).
2. Before beginning any operations under this License Agreement, Licensee shall provide the following information to the City Manager of City, or his/her designee, in writing:
  - A. The kind of seismic testing equipment to be operated over City streets and roads, with a complete description of same and a statement as to its weight;
  - B. The type of vehicles to be used to transport the seismic testing equipment over City streets and roads, with a complete description of same and a statement as to their weight; and
  - C. The streets and roads over which Licensee desires to transport the equipment and vehicles.
3. Before beginning any operations under this License Agreement, Licensee shall obtain written approval of the City Manager of City, or his designee, of the following:
  - A. The times and dates when Licensee's vehicles and equipment shall be moved over City streets and roads;
  - B. The routes over which Licensee's vehicles and equipment shall be moved; and
  - C. The sites where Licensee's vibrating equipment shall be placed when seismic testing is performed and the times and dates when such testing is to be performed.

4. The approval of the City Manager, or his designee, under Section 1 above shall not release Licensee from any damages that are caused by Licensee, its agents, employees, representatives, contractors, subcontractors or invitees in performing Licensee's operations hereunder.

5. Before moving any of Licensee's equipment over City streets or roads, Licensee shall employ a qualified inspector who shall be subject to approval of the City Manager, or his designee. The inspector shall be present when any of Licensee's equipment is moved over or placed on any City streets or roads and when the seismic testing is performed. The inspector shall inspect the City streets and roads before and after Licensee's equipment is moved or placed thereon, and before and after Licensee performs seismic testing. The inspector shall also make a video tape showing the condition of the City streets, roads and property before and after Licensee's equipment is moved or placed thereon, and before and after Licensee performs any seismic testing thereon. The inspector shall make a written report to Licensee and City concerning whether any property damages have been caused by these operations, and, if so, shall include a detailed description of the damages, where they are located and when they occurred. The inspector's report to the City and Licensee shall include copies of the video tapes made by the inspector.

6. Licensee is aware of the potential for surface disturbances and disruption of activities on the property. To minimize this potential, Licensee and its contractors or subcontractors shall work very closely with City in planning and conducting the operations pursuant to this License Agreement. All surface facilities shall be treated in a prudent manner and Licensee shall make every effort to minimize surface disturbance. City has informed Licensee that a large percentage of residential streets and roads in Southlake are constructed with a two-inch thick asphalt surface and are not designed to handle the load of heavy equipment.

7. All operations shall be conducted in accordance with standard industry practices and in a prudent and careful manner.

8. For administration of this License Agreement, Licensee's representative and contact person (including phone number) is \_\_\_\_\_, and City's representative and contact person is the City Engineer or his/her designee.

9. The location of all cable crossings on City-owned property shall be subject to the prior approval of the City Manager or his designee. All cable crossings shall be properly taped down in a normal and prudent manner as to not interfere with public use or damage or puncture the pavement. Nails, spikes and similar materials used for anchors shall be placed beyond the pavement edge of any City street or road. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, HOWEVER, NO SEISMIC TESTING MAY OCCUR AND NO EQUIPMENT SHALL BE STORED ON CITY OWNED PROPERTY. THE SCOPE OF THIS LICENCE SHALL BE LIMITED TO THE TEMPORARY LAYING OF GEOPHYSICAL CABLES ACROSS CITY STREETS AND**

**ROADS AS WELL AS AUTHORITY TO USE THE CITY STREETS AND ROADS FOR TRANSPORTATION PURPOSES.**

10. State and County regulations designed to protect water wells, springs and tanks shall be strictly observed.

11. The energy source used by Licensee for testing equipment shall be mechanical and no blasting shall be done. No operations shall be conducted in an area that may result in damage to the pavement or shoulder of streets and roads. Impact or vibration equipment shall not be used on traffic lanes or paved shoulders.

12. Adequate signs, barricades, flagmen, etc. shall be maintained as necessary to protect the traveling public. Compliance with the *Texas Manual on Uniform Traffic Control Devices* is mandatory. The operations shall not interfere with the flow of traffic. All equipment shall be parked and/or operated on one side of a street or road only, as far from the shoulder as practical. Operations will not be allowed when the ground conditions are such that operations would cause rutting and/or tracking of mud onto the roadway surface.

13. At the close of operations, Licensee shall restore the City streets, roads and property to their original condition, free of any damage including ruts or any injury to vegetation. Licensee shall repair damage to City streets, roads and other property, including but not limited to bridges, caused by Licensee (or by Licensee's agents, employees, contractors, subcontractors or invitees) in the performance of any operations authorized or contemplated by this License Agreement. All debris and flagging generated in connection with the seismic survey shall be removed by Licensee and properly disposed of. If reasonably practicable, Licensee shall repair damages to streets and roads on the day after such damages occur and before Licensee does any further testing. Any costs incurred by City for necessary restoration work will be billed to the Licensee at cost.

14. Licensee shall exercise the privileges herein at Licensee's own risk.

15. Licensee is authorized to use contractors and subcontractors in conducting all or any portion of the seismic testing, however, such contractors and subcontractors shall be required to comply with the terms and conditions of this license in the performance of their work, and Licensee shall be responsible for their activities.

16. Licensee hereby agrees to indemnify and hold harmless the City of Southlake against all liability for damages, costs and expenses resulting from, arising out of, or in any way connected with the use of City streets, roads and other property for seismic testing and related operations by Licensee, or by Licensee's agents, employees, contractors, subcontractors or invitees.

17. Licensee shall provide a security instrument that secures Licensee's obligations under this agreement to repair damage, excluding ordinary wear and tear, if any, to City

streets, roads and other property, including but not limited to bridges, caused by the Licensee or by the Licensee's employees, agents, contractors, subcontractors, or representatives in the performance of the operations authorized by this License Agreement. The security instrument may be in the form of an irrevocable letter of credit or payment bond issued by a bank or surety approved by the City. The instrument shall run to the City for the benefit of the City, and must be effective on or before the date that Licensee commences its operations under this License Agreement. A certificate of deposit may be substituted for the letter of credit or payment bond. The certificate shall be issued by a bank in the State of Texas, shall be approved by the City, shall be payable to the order of the City to secure the obligations of the Licensee described above, and shall be pledged to the bank with evidence of delivery provided to the City. Interest on the certificate shall be payable to the Licensee. The amount of the security shall be One Hundred Thousand Dollars (\$100,000). Venue of any suit for recovery upon said security shall be in Tarrant County, Texas, and security shall contain an unambiguous contractual provision to that effect. If the Director of Public Works of Southlake determines that the amount of damage to City streets, roads, and other property exceeds the amount of such security, the Director may suspend Licensee's permission to conduct operations under this License Agreement until Licensee increases the amount of security to make the security sufficient to cover such damages and any future damages that can be reasonably anticipated. The security shall not be released to Licensee until the inspector referred to in Paragraph 5 makes a final report and the Public Works Director certifies that all damages caused by Licensee to City streets, roads and other property have been satisfactorily repaired by Licensee.

18. Licensee shall purchase and maintain the following insurance coverage throughout the term of this License Agreement:

A. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000) for each accident.

B. Commercial general liability insurance, or any combination of general liability and umbrella or excess insurance, with minimum limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts and shall include coverage for products and completed operations liability, and independent contractor's liability; coverage for property damage. The insurance coverage must be written by a company or companies approved to conduct business in the State of Texas. The City, its officers and employees, must be named as an additional insured on the policy.

C. Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Grantee, its employees and agents, with personal protection insurance and property protection insurance to comply with the provision of state law with a minimum

limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

D. The City will accept certificates of self-insurance which provide the same coverage as required herein, so long as the Licensee demonstrates by written information to the City Manager that it has adequate financial resources to be a self-insured entity.

E. All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis and shall name the City, its officers and employees as additional insureds. All insurance carriers and surplus line carriers shall be rated A+ or better by A.M. Best Company.

F. Insurance policies must provide that the issuing company waives all right to recovery by way of subrogation against the City in connection with damage covered by the policy.

G. All insurance policies shall contain the following endorsement:

"At least 30 days prior written notice shall be given to the City of Southlake by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same."

19. The City shall not be liable to Licensee if for any reason whatsoever Licensee's use of this License shall be hindered or disturbed by any third party who is not an agent, officer or employee of the City.

20. This license shall be effective upon mutual execution and payment of the License fee, in the amount stated above, and shall expire six months from the date of execution shown below. This license shall not be considered a waiver of the requirements of any applicable ordinances of the City of Southlake and shall not constitute authority to use any property not subject to an ownership interest of the City of Southlake.

21. If the survey is cancelled or moved, Licensee shall notify City and this license agreement shall become null and void.

22. This license agreement may not be assigned without the prior written approval of City.

23. The undersigned hereby warrants that he has full legal authority to enter into this agreement and to bind Licensee to the conditions set forth herein.

AGREED TO AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Southlake:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Licensee: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

1400 Main Street  
Southlake, TX 76092

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Exhibit "A"