

# SEISMIC SURVEY PERMIT APPLICATION



## PART A – General Information

Operator Name [PRINT]: \_\_\_\_\_

Operator Address: \_\_\_\_\_  
City State Zip Code

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Main Contact: \_\_\_\_\_ Email: \_\_\_\_\_

### LOCAL 24 HOUR EMERGENCY CONTACT INFORMATION

No. 1 Contact Name [PRINT]: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_  
City State Zip Code

Email: \_\_\_\_\_

No. 2 Contact Name [PRINT]: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_  
City State Zip Code

Email: \_\_\_\_\_

### POINT OF CONTACT FOR GENERAL PUBLIC AND/OR MEDIA

Contact Name [PRINT]: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_  
City State Zip Code

Email: \_\_\_\_\_

**Will seismic survey be performed on City-owned property (excluding right-of-way) or Bryan Commerce and Development (BCD) property?  Yes  No**

**If “Yes”, an executed agreement with the agency must be provided as part of this application. Applications will be considered incomplete if an applicant desiring to perform services on City-owned property or BCD property do not obtain approval for such.**

## **PART B - Notices**

1. A permit shall be required for surveys performed within the City.
2. The City's Public Works Director, or designee, shall be notified at least three (3) days in advance of any testing operations. (i.e. use of vibroseis equipment).
3. To obtain a permit, the applicant must submit an application, must pay the application fee as established by resolution of the City Council, and execute a License Agreement.
4. Make check or money order payable to the City of Bryan.
5. Six (6) copies of this application with required attachments shall be submitted to the City of Bryan, Oil & Gas Inspector, 1111 Waco Street, Bryan, Texas, 77803. Please include a digital image of all documents.
6. Permits issued under Bryan, Texas Code of Ordinances, Chapter 78, Natural Resources, are non-assignable and valid for one year.

## **PART C - Required Attachments**

1. **Seismic Survey License Agreement.**
2. **Seismic Project Route Plan Sheets.** For the purposes of review, the Route Plan Sheets, at a minimum, shall depict/include the following:
  - 24 x 36 tax map sheets.
  - Property lines of the subject survey area and all adjoining parcels platted or unplatted. Platted and unplatted parcels shall be identified with the legal description and the owner's name.
  - Location of the nearest public road or alley.
  - A vicinity map/context map clearly delineating the proposed survey site in relation to the surrounding area and including the names of major roads.
  - The route to be taken by the vibroseis equipment.
  - Location of existing and proposed utilities (water, sanitary sewer, cable television, gas, electric and telephone) with service sizes.
  - The location of source points.
  - The location of receiver points.
  - A statement that the Licensee's operations shall be conducted and in accordance with all applicable codes and ordinances adopted by the city, including, but not limited to the highest industry standards and practices.
  - City-owned or BCD-owned land.
3. **Traffic Control Plan.** Plan must be in compliance with the Texas Manual on Uniform Traffic Control Devices.
4. **Video.** Video showing the condition of the roads to be used by the vibroseis equipment. Video must be of sufficient quality to show any existing damage or flaws.
5. **Irrevocable Letter of Credit, Certificate of Deposit, or Cash** (as required by Bryan Code of Ordinances Chapter 78). A security instrument that secures the Operator's obligations to repair any damage caused by the seismic survey to city streets, sidewalks, rights of way, easements, water/sewer infrastructure, or other public property or infrastructure.
6. **Certificate of Insurance** (as required by Bryan Code of Ordinances Chapter 78). Insurance required under the License Agreement which names the City of Bryan as an additional insured.
7. **List of the type, weight, and specifications of vibroseis equipment and/or vehicles to be used in the seismic survey.**

**PART D - Processing Fees**

Seismic Test Permit \$6,000.00

*Explosives prohibited.* No geophysical work employing underground explosives shall be authorized or permitted within the city limits. Other geophysical exploration systems employing "thumper," "vibroiseis," or other techniques not employing explosives, shall be permitted upon proper application and payment of the permit fee.

Seismic Test Source Point \$1.00 per source point

**PART E – Certification Statement & Designated Individual to Receive Notice**

I hereby swear or affirm under penalty of perjury, that I am duly authorized to sign and deliver this Application for Permit and that the information contained herein or attached hereto is true and correct. I understand and agree that any permit granted pursuant to this application is subject to each and all applicable Federal, State laws as well as the adopted codes and ordinances of the City of Bryan, Texas.

\_\_\_\_\_  
Designated Individual Signature

\_\_\_\_\_  
Designated Individual's Driver License Number\*

\_\_\_\_\_  
Designated Individual Printed Name

\_\_\_\_\_  
Designated Individual's Telephone Number

\_\_\_\_\_  
Operator's Home Address

\*Attach a copy of Designated Individual's Driver's License

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Notary Commission Expiration Date

**FOR INTERNAL USE ONLY:**

Date Application Received \_\_\_\_\_

Date Application Approved \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

STATE OF TEXAS §

COUNTY OF BRAZOS §

**SEISMIC SURVEY LICENSE AGREEMENT**

This non-exclusive License Agreement for temporary seismic survey operations is made and entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the City of Bryan, Texas (“City”) a home rule municipal corporation and \_\_\_\_\_, (“Licensee”) a \_\_\_\_\_ duly formed and operating pursuant to the laws of the State of Texas.

**WHEREAS**, Licensee desires to conduct seismic surveys upon public and private property, and easements, for evaluation related to the exploration and mining of oil and natural gas; and

**WHEREAS**, Licensee will obtain or has obtained a seismic survey permit in accordance with Chapter 78 “Natural Resources” of the City of Bryan Code of Ordinances and will obtain or has obtained consent from all private property owners whose property will be used as receiver points or source points for seismic testing; and

**WHEREAS**, Licensee desires to obtain a Seismic Survey License from the City in order to conduct seismic survey operations within the City and to use City property, easements, and rights of way in furtherance of same.

**NOW THEREFORE** in consideration of the mutual covenants contained herein the City and Licensee agree as follows:

**1. Non-exclusive License**

City grants to Licensee a revocable, non-exclusive seismic survey license. A specific License is required for each survey and the License is not assignable. The Licensee is granted the privilege to construct, deconstruct, repair, operate, and maintain seismic survey equipment on public property, easements, and rights of way

**2. Term**

This license is valid for one (1) year beginning on the date of approval of this License by the City, and all energy source operations shall be completed within said term. Once operations have commenced, in the event Licensee is rendered unable, wholly or in part, by circumstances beyond the Licensee’s control, to complete operations within the remaining term of the License, then the time for completion may be extended, at the sole discretion of the Public Works Director or his designee, for a period of time not to exceed six (6) months, upon written request by the applicant setting forth full particulars of the circumstances causing the delay which were not within the control of the applicant and which the applicant could not have avoided by the exercise of due diligence and care.

**3. Special Conditions**

Licensee’s operations shall be conducted in accordance with the highest industry standards and practices and in a prudent and careful manner. Licensee further agrees to comply with the following minimum conditions:

- a. Licensee will notify the Public Works Director or his designee, by calling the Public Works Call Center at (979) 209-5900 at least three (3) days before commencement of testing operations (i.e. use of vibroseis equipment). Licensee will provide the City with the name, address, email address, and telephone number of at least two (2) individuals who will be a 24-hour emergency contact for the City.
- b. Vibroseis equipment will be used to provide the source signal. Pentolite, dynamite, or any other type of explosive is prohibited.
- c. In order to protect public utility infrastructure, as well as private property, vibroseis equipment vibration level or peak particle velocity will not exceed 0.35 inches per second as measured at the nearest structure to the source point.
- d. At each source point, vibroseis equipment will be set back a minimum of three (3) feet from any water or sanitary sewer improvements.

- e. Receivers, e.g. geophones, may not be placed in City owned streets, sidewalks, or drainage culverts. The Public Works Director or his designee, must approve of the specific location for each receiver placed on other City owned property (e.g. parkland, utility easements, other City facilities).
- f. The seismic survey must be conducted in substantial compliance with the Seismic Project Route Plan Sheets, submitted with the application for this License Agreement, on 24x36 tax maps that identify all utilities, streets, properties, the route to be taken by the vibroseis equipment, the location of source points, and the location of receiver points. The City will assist with the identification of City owned utilities.
- g. All seismic survey operations shall be limited to the areas determined by the Seismic Project Route Plan Sheets.
- h. The Licensee shall receive prior approval from the Public Works Director or his designee, before any variance from the Seismic Project Plan Sheet is made. The Licensee shall provide at three (3) days notification allowing consideration and response for each request.
- i. Signs, barricades, and flagmen (and/or off duty peace officers) must be maintained as necessary to protect the traveling public in accordance with City and state standards, including the Texas Manual on Uniform Traffic Control Devices. The operations shall not unreasonably interfere with the flow of traffic. All equipment shall be operated on one side of a street or road only, at any given time, and must be as far from the shoulder as practical. Licensee shall comply with the traffic control plan submitted to the City, identifying routes of source points as well as the dates and times that testing will be conducted. The City may require modification of the dates and times of testing to reduce or eliminate interference with schools, interference with public events, or traffic congestion.
- j. Licensee shall provide the City with a list of the types, weight, and specifications of vehicles to be used in the seismic survey.
- k. The Licensee shall be responsible to obtain permission, as required by law, from property owners before entering upon or crossing private property. The Licensee must obtain written permission from all private property owners whose property is used for receiver or source points.
- l. Before conducting the seismic survey, Licensee shall make a video showing the condition of the City streets, roads, and other City owned property along the route of source points. The video must be of a sufficient quality so as to identify any pre-existing conditions. If the City discovers new damage to public rights of way, or other infrastructure, there is a rebuttable presumption that the damage was caused by the seismic survey unless the video or other evidence establishes otherwise. As soon as practical following the conduct of the seismic survey, Licensee shall make another video showing the condition of the City streets, roads, and other City owned property along the same route. Licensee shall make a written report to City concerning whether any property damages have been caused by the seismic survey, and if so, shall include a detailed description of the damage, including the location and the date the damage occurred. The videos will be included with the report.
- m. The Licensee shall maintain a daily log of energy source tests showing date, location, energy source used, drive level, operator, and all other related information including seismic and pre- and post-test survey. A copy of the log and survey covering the entire test area, within City limits, will be provided to the City no later than thirty (30) days after testing is complete.
- n. The Licensee shall place newspaper advertisements in the official newspaper of the City of not less than three (3) inches by four (4) inches explaining the work to be performed, the location of the proposed work, and a toll-free telephone number where residents may call for more information. Said advertisements shall be placed continuously during the two-week period immediately before actual operations commence in the testing area. The toll-free telephone number provided by the applicant shall be answered during hours of operation while work is ongoing in the City, and an answering machine shall be installed to receive after-hour calls. The City shall review and approve the advertisement prior to publication by the Licensee. Advertisement cost will be at the expense of the Licensee. Licensee shall also provide the City with a name, address, email address, and telephone number of a point of contact for the public and the media.
- o. During or at the close of operations, Licensee shall restore all City streets, roads, sidewalks, public infrastructure, or other property to their original condition, free from any damage include any ruts or injury to vegetation. Licensee shall repair, or compensate the City for the cost of repairing, any City streets, roads,

water lines, sanitary sewer infrastructure, or other public infrastructure damaged by Licensee in the course of the seismic survey. All debris and flagging generated in connection with the seismic survey shall be removed by Licensee as quickly as reasonably possible and damage to City infrastructure shall be repaired, if reasonably practicable, prior to any further seismic testing. Any costs incurred by the City, including the cost of the time spent by City employees, relating to damage caused by the seismic survey shall be paid by Licensee within thirty (30) days of invoice or drawn from the security instrument required by this License Agreement.

- p. Wet weather, flood, or soil conditions may prohibit access to public property by Licensee. The City's Public Works Director may temporarily halt seismic survey operations when conditions so require. The City's Public Works Director may require the installation of erosion control measures if the Licensee disturbs the existing condition of public property. Licensee may not track mud or debris onto City streets, sidewalks, or rights of way and the City may require the Licensee to clean up after Licensee's violation of this provision.
- q. Cutting or clearing on public property is prohibited.
- r. Water holding facilities, dams, levees, water control structures, creeks, sloughs, tanks, or springs may not be disturbed or altered.
- s. The City may require reasonable alternatives to disturbance in high resource value areas. All precautions, including consultation with the Public Works Director, shall be taken to avoid disturbance of fish, wildlife, or critical plant resources during seismic survey operations. Particular caution shall be taken to avoid and protect sensitive habitats, such as wetlands and bottomland hardwoods. Activities affecting these species and habitats may require coordination with other state and federal agencies.
- t. The applicant shall notify the City's Public Works Director or designee, within three (3) business days after the occurrence of any violation of these permit requirements.

#### **4. Indemnification**

LICENSEE, ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS, CONTRACTS TO RELEASE, HOLD HARMLESS AND INDEMNIFY THE CITY AND THE CITY'S DIRECTORS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AGENTS, CONTRACTORS, AND CONSULTANTS FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DAMAGES, DEMANDS, JUDGMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY IN TORT, CONTRACT OR ANY OTHER BASIS OF EVERY KIND AND CHARACTER WHATSOEVER INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE COSTS OF DEFENSE, SUCH AS FEES AND CHARGES OF ATTORNEYS, INCLUDING THE TIME OF CITY ATTORNEYS, EXPERT WITNESSES, AND OTHER PROFESSIONALS INCURRED BY THE CITY WHICH MIGHT IN ANY WAY ARISE OUT OF LICENSEE'S, OR ITS SUCCESSORS OR ASSIGNS, OPERATIONS RELATED TO THIS LICENSE AGREEMENT.

#### **5. Insurance and Security**

- a. Licensee will provide insurance as required by the City's Oil and Gas Ordinance. Control of Well and Environmental Pollution Liability insurance will not be required. Prior to conducting the seismic survey, Licensee will deliver to the City a certificate of insurance evidencing the insurance and naming the City as an additional insured.
- b. Licensee shall provide a security instrument that secures Licensee's obligations under this License Agreement including the obligation to repair or compensate the City for the cost of repairing damage to City streets, sidewalks, rights of way, easements, water/sanitary sewer infrastructure, or other public property or infrastructure caused by Licensee in the course of conducting the seismic survey. The security instrument may be in the form of cash, an irrevocable letter of credit, or a bond issued by a bank or surety approved by the City. A certificate of deposit may be substituted for the letter of credit or bond. Any certificate shall be issued by a bank approved by the City, payable to the order of the City to secure the obligations 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 Licensee. The amount of the security instrument shall be one hundred thousand dollars (\$100,000.00). If in the reasonable determination of the City's Public Works Director the

cost of repairing damage to City infrastructure exceeds the amount of such security, the Director may suspend the license and halt Licensee's seismic survey operations until Licensee increases the amount of security to cover full amount of any current or reasonably anticipated future damages. The security shall not be released until the Director determines that any damage caused by Licensee has been satisfactorily repaired and/or paid for.

## 6. No Waiver

Nothing in this License Agreement is intended or should be construed as absolving Licensee of any legal claim for damage City may be entitled to assert resulting from negligence or wrongful conduct of Licensee, or its agents, employees, subcontractors. No express or implied waiver of any claim is intended.

## 7. Miscellaneous

- a. Ownership. The City makes no warranty as to ownership of either the mineral estate or the surface estate for the locations used for surveys. Licensee assumes all responsibility for determining and acquiring permission to conduct its operations from the necessary parties.
- b. Compliance with Law. Licensee shall comply with all federal, state, and local laws, rules, or regulations which are applicable to its seismic survey operations.
- c. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall be added as part of this Agreement a provision that is legal, valid and enforceable and that is as similar as possible in terms and substance as possible to the deleted provision.
- d. Texas law to apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas and the obligations of the parties created hereunder are performable by the parties in the City of Bryan, Texas. Venue for any litigation arising under this Agreement shall be in a court of appropriate jurisdiction in Brazos County, Texas.
- e. Sole Agreement. This Agreement constitutes the sole and only Agreement of the Parties hereto respecting the subject matter covered by this Agreement, and supersedes any prior understandings or written or oral agreements between the parties.
- f. Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.
- g. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any and all other legal remedies. Said rights and remedies are provided in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- h. No Waiver. City's failure to take action to enforce this Agreement in the event of Licensee's default or breach of any covenant, condition, or stipulation herein on one occasion shall not be treated as a waiver and shall not prevent City from taking action to enforce this Agreement on subsequent occasions.
- i. Notices. City and Licensee hereby designate the following individuals to receive any notices required to be submitted pursuant to the terms of this Agreement:

### CITY

City of Bryan, City Manager

P.O. Box 1000

### LICENSEE

\_\_\_\_\_

\_\_\_\_\_



- j. Incorporation of Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.
- k. Incorporation of Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
- l. Headings. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs.
- m. Gender and Number. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, unless the context requires otherwise.

**CITY OF BRYAN, TEXAS**

**LICENSEE**

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Kean Register, City Manager Signature

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Signature

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Print Name, Title

**APPROVED AS TO FORM:**

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Janis K. Hampton, City Attorney