

Right of Access For Survey

This AGREEMENT is made and entered into between Texas Tech University, hereinafter referred to as the “University”, and _____, hereinafter referred to as the “Surveyor”:

Recitals

WHEREAS, The State of Texas owns for the benefit of the University certain lands described as follows:

WHEREAS, Surveyor desires to measure and explore the above described lands with geophysical instruments and the University is willing to grant access to the above described lands solely for exploration with geophysical instruments under the terms and conditions set forth in this Agreement.

Terms and Conditions

1. **Term.** Subject to the terms of this Agreement, the University grants to Surveyor a right of access to the lands listed above commencing on the _____ day of _____, 20____, and expiring on the __day of _____, 20__.
2. **Termination.** The University may terminate this Agreement at any time and for any reason.
3. **Consideration.** Access is contingent upon the payment of _____ to Texas Tech University, due at execution of this Agreement.
4. **Data Required.** Surveyor will send the following data on the following schedule to the Managing Director of Procurement Services, Texas Tech University, P.O. Box 41094, Lubbock, Texas, 79409.
 - a. *On or before 30 days prior to the expiration of this Agreement:* A certified map identified by county, survey, block, section, and permit number, which shows the location of shot holes or station points used in each survey made under this Agreement, the surface evaluation of each survey, the depth of each hole drilled, the water sands encountered, and an estimate of the water, if any, in each hole; and
 - b. *On or before 90 days prior to the expiration of this Agreement:* A certified

plat, identified by county, survey, block, section and permit number, for each horizon investigated under this permit, which shows the location of each hole and station point used, the corrected or adjusted instrument readings recorded for each station point, and contoured so that it presents correctly, Surveyor's interpretation of geological conditions of the land.

5. Surveyor's further obligations. Surveyor will:

- a. Notify the Managing Director of Procurement Services at least 24 hours prior to exploding any powder charges;
- b. Not explode powder charges within one-quarter mile of any water well except by specific permission of the University;
- c. Cap all shot holes when not in use and when tests have been completed in accordance with University requirements;
- d. Collect and remove all paper, cans, wire and flagging prior to expiration of this Agreement;
- e. Keep all gates closed and fences intact (fences may not be driven over or taken down at any point);
- f. Obey posted speed limits on the lands and with caution if around livestock;
- g. Repair and /or compensate the University, if University requires it, for damage or destruction of the lands, landscape or fixtures on the land including: trees, utility systems, drainage pipes, wells, irrigation systems, livestock, crops, land improvements and structures under, on, and above the surface.

6. General Terms.

- a. **Indemnification.** Surveyor will indemnify and hold harmless the University, its Board of Regents, officers, agents, employees, and personnel, against any and all damages, liability, claims, suits, losses, costs and legal fees cause by, arising out of, or resulting from any negligent act or omission by Surveyor that may result from access and use permitted under this Agreement or a breach of this Agreement. This indemnification survives expiration or termination of this Agreement.
- b. **Governing law.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions under this Agreement will be construed, interpreted and applied in accordance with, governed by and enforced under Texas law. Lubbock County, Texas, will be the proper place of venue for any proceeding.

- c. **Dispute resolution.** The process provided in Texas Government Code Chapter 2260, Subchapter C, shall be the Surveyor’s sole and exclusive process for seeking a remedy for any alleged breach of contract by the University if the parties are unable to resolve their disputes in the ordinary course of business or under Chapter 2260, Subchapter B, unless, after considering the recommendation of the Administrative Law Judge, the Legislature grants the consent to sue under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Agreement by the University nor any other conduct of any representative of the University relating to this Agreement will be considered a waiver of the University’s sovereign immunity to suit.

AGREED TO on this _____ day of _____ 20____.

Texas Tech University

Referred to herein as “University”

Referred to herein as “Surveyor”

_____ (Name)

_____ (Name)

_____ (Date)

_____ (Date)