

# Alberta Surface Rights Federation

## Addendums

### Geophysical Special Conditions Addendum

Z 2004-1

**Date:** \_\_\_\_\_

These special conditions are attached to and forms part of the permit to conduct geophysical operations on the titled property(s) known as the \_\_\_\_\_ further referred to as the "said lands". If there is any conflict between these special conditions and any condition or term on the attached permit to conduct geophysical operations, these special conditions shall prevail. The term "Grantee" on this addendum shall include joint and several all agents, permittees, landman, inspectors, contractors, subcontractors, operators, consultants, surveyors, employees, personnel and or successors and assigns of the Grantee.

1. The Grantee shall notify the Grantor and the occupant, twenty-four hours prior to entry onto the said lands.
2. The Grantee shall conduct a proper thorough water well test and water analysis of all water wells on and or near the said lands for quality, quantity, flow rate, pre-static level, draw down level, recovery time to pre-static level and migrating gas pollution prior to any geophysical operations on the said lands and provide the Grantor and occupant with the certified results.
3. The Grantee shall not use any plastic flags, tape or ribbon on the Grantor's pasture and or hay lands.
4. The Grantee shall not use any wire pin flags on the Grantor's lands.
5. The Grantee shall wash and clean all equipment, machinery and vehicles prior to entry onto the said lands to prevent the spread of any noxious, restricted and or nuisance weed seeds from polluting the said lands.
6. The Grantee shall give the Grantor the opportunity to inspect all equipment, machinery & vehicles for cleanliness prior to entry onto the said lands.
7. The Grantee shall not cut or damage any fences on the said lands without the Grantor's prior written consent.
8. The Grantee shall close all gates upon entry onto the said lands to prevent the straying of livestock.
9. The Grantee shall compensate the Grantor \$\_\_\_\_\_ wire if any wires are cut or damaged by the Grantee's operations on the said lands.
10. The Grantee shall salvage all merchantable timber, posts and firewood in a manner agreeable to the Grantor for the Grantor's use.
11. The Grantee shall not cut or damage any trees that are designated shelterbelt trees and or any trees that are specifically termed as "Do Not Cut Trees".
12. The Grantee shall compensate the Grantor \$\_\_\_\_\_ per tree for any trees that were damaged and or cut by the Grantee's operations that were classed as shelterbelt trees and or "Do Not Cut Trees".
13. The Grantee shall not operate any low flying helicopters over and or near livestock on or near the said lands.
14. The Grantee shall compensate the Grantor and or the occupant for any damage to fences, gates or corrals if livestock are spooked and or stampeded as a result of the Grantee's operations on, above and or near the said lands.
15. The Grantee shall compensate the Grantor and or the occupant for retrieving and sorting livestock that have been spooked or stampeded resulting from the Grantee's operations on, over or near the said lands.
16. The Grantee shall compensate the Grantor and or the occupant for any injury to livestock resulting from the Grantee's operations on or near the said lands.
17. The Grantee shall contain its operations within the prior agreed to designated area of travel and not trespass over other areas of the said lands.
18. The Grantee shall compensate the Grantor \$\_\_\_\_\_ per each occurrence of trespass that occurred and or deviated from the pre-agreed to designated area of travel.
19. The Grantee shall not stack any dynamite charges on the said lands (maximum charge allowed is 1kg. per drill hole).
20. The Grantee shall plug all seismic drill holes from the bottom to top with bentonite chips prior to blasting.
21. The Grantee shall compensate the Grantor for any cement foundation and or basement cracks and or breaks caused by the Grantee's operations on or near the said lands.
22. The Grantee shall compensate the Grantor for fish that have been killed by dynamite blasting near the Grantor's fish pond.
23. The Grantee shall do a complete cleanup of all stakes, seismic materials, blasting wires, trees, debris and garbage after completion of the Grantee's operations on the said lands and in any case by \_\_\_\_\_, 20\_\_.
24. The Grantee shall compensate the Grantor \$\_\_\_\_\_ per item of garbage found on the said lands after the Grantee's operations completion date of \_\_\_\_\_, 20\_\_.
25. The Grantee shall not obstruct and or block the Grantor's driveways and or gates.
26. The Grantee shall not engage in the wanton discharge of fire arms on or adjoining the said lands nor shall any domestic animals in the keeping of the Grantee be allowed to roam at large on the said lands.
27. The Grantee shall absolve the Grantor of any and all responsibilities for damages, costs, claims, suits and or actions arising out of the Grantee's operations on and or near the said lands.
28. The Grantee shall supply an adequate safe water supply to the Grantor and occupant if any water well(s) or water source is

damaged by the Grantee's operations on or near the said lands.

29. The Grantee shall restore the Grantor's water well(s) and or water supply In a timely manner if it Is damaged and or contaminated with migrating gases caused by the Grantee's operations on or near the said lands.

30. The Grantee shall compensate the Grantor \$ per day until the Grantor's water well(s) and or water supply is restored to the Grantor's satisfaction.

31. The Grantee shall restore, reseed and revegetate any hay land and or pasture land that has been damaged and or winter killed as a result of the Grantee's operations on the said lands.

32. The Grantee shall compensate the Grantor for all crop loss, adverse effect, inconvenience, nuisance and any other damages suffered as a result of the Grantee's operations on or near the said lands. Any crop loss or loss of use shall be valued at a minimum of \$\_\_\_\_\_ per acre. The Grantee shall pay all legal and or consultation costs incurred by the Grantor pertaining to the acquisition of this agreement and or resulting from the Grantee's operations on the said lands. The Grantor's time in respect to all matters pertaining to the Grantee's operations on or near the said lands shall be valued at a minimum of twenty-five (\$25.00) dollars per hour and such costs shall be borne by the Grantee and shall be paid In full to the Grantor within thirty (30) days of invoicing. An Interest rate of three (3%) percent per month (36% per year) will be levied against any amount outstanding and will be compounded monthly.

33. The Grantee shall compensate the Grantor for the pre-agreed rate for source lines and receiver lines plus entry fee and access fee at the time of signing this agreement if requested by the Grantor. All crop loss and or any other damages shall be paid In full upon completion of the Grantee's operations on the said lands and in no case later than , \_\_\_\_\_ 200\_\_.

34. The Grantee shall obtain, secure and annually maintain an adequate performance bond on favour of the Grantor to ensure the Grantee's compliance with all these conditions including the timely satisfactory adequate compensation for any damage caused by the Grantee's operations on the said lands

35. Other.

**GRANTEE** \_\_\_\_\_  
and or agent of the Grantee.

**GRANTOR(S)** \_\_\_\_\_  
and or agent of the Grantor or Grantors.

**GRANTEE** \_\_\_\_\_  
Please print name.

**GRANTOR** \_\_\_\_\_  
Please print name(s).

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