

RIGHT-OF-ENTRY FOR SURVEY AND EXPLORATION

(Project, Installation or Activity)

(Tract Number or Other Property ID)

The undersigned, hereinafter called the "Owner", hereby grants to the SPONSOR hereinafter called the "Sponsor", a permit or right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Sponsor, its successors and assigns, an irrevocable right to enter upon the lands hereinafter described at any time within a period of () months from the date of this instrument, in order to survey, make test borings, and carry out such other exploratory work as may be necessary to complete the investigation being made of said lands by the Sponsor.

2. All tools, equipment, and other property taken upon or placed upon the land by the Sponsor, its successors and assigns, shall remain the property of the Sponsor and may be removed by the Sponsor at any time within a reasonable period after the expiration of this permit or right-of-entry.

4. If any action of the Sponsor's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Sponsor will, in its sole discretion, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The Sponsor's liability under this clause is subject to the availability of appropriations for such payment. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any damages other than those provided for herein.

5. The land affected by this permit or right-of-entry is located in the State of _____, County of _____, and is described as follows:

WITNESS MY HAND AND SEAL this _____ day of _____, 19 _____.

SPONSOR

By _____

Title _____

Owner-

Owner-