



Environmental Access Permit

THIS PERMIT made and entered into by and between **PERMITOR NAME**, hereinafter called the PERMITOR, and the **ENTER AGENCY'S NAME**, hereinafter called the PERMITTEE.

WITNESSETH, PERMITTEE is hereby granted permission and authority to enter upon the following described property, situated in Name of County County, Oklahoma, hereinafter referred to as the "Property":

Street Address

Legal Description

Attached and incorporated by reference as **Exhibit "A"**, Property Deed and Map.

TERMS AND CONDITIONS OF PERMIT:

1. **TERM**: This Permit shall be for a period of (1) year beginning Enter Beginning Date, and ending Enter Ending Date and may be renewed annually until cancelled by either party.
2. **USE OF PROPERTY**: PERMITTEE and its consults or contractors may enter upon said property for the purposes of sampling of groundwater, surface water, soil or sediment, taking of photos and videos of sampling locations, collection of GPS and or survey data, performance of remedial activities as outlined in Statement of Work attached hereto as **Exhibit "B"**, install, erect, operate, maintain, remove, and perform all work associated with said testing or remedial activities, including inspections as needed. PERMITTEE and its consults and contractors shall have the right of ingress and egress, to and from said site across adjoining lands of the PERMITOR. PERMITOR shall provide utility services as needed during the occupancy of said premises. PERMITOR and PERMITTEE acknowledge that all equipment and improvements of PERMITTEE to support the said operations shall be deemed personal property of PERMITTEE.
3. **MAINTENANCE**: PERMITTEE agrees that no other changes shall be made to the Property without prior written permission of the PERMITOR, other than what is necessary for the purpose of the Permit.
4. **INDEMNIFICATION**: PERMITOR agrees on its behalf and that of any successors or assigns to hold harmless, defend and indemnify the PERMITTEE, its officers, agents, employees, representatives, successors, and assigns, from and against any and all losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs or judgments, including, without limitation, attorney's fees and costs of any kind. Without waiving any defense or immunity, and subject to the Oklahoma Governmental Tort Claims Act, such indemnification shall exclude any such liability to the extent caused by the negligence or willful misconduct of the PERMITTEE, its officers, agents, employees, representatives, successors, and assigns while acting within the scope of their employment.

5. **NO WARRANTIES:** The PERMITTEE makes no representations or warranties of any kind in connection with this Permit. This Permit is subject to all existing conditions, restrictions, reservations, easements, servitudes and right of ways of record.
6. **ASSIGNMENT:** This Permit cannot be assigned in whole or in part without the written approval of the PERMITTEE.
7. **TERMINATION:** Either party may terminate this Permit, or any renewals of this Permit, by giving written notice at least sixty (60) days prior to the desired date of cancellation.
8. **APPLICABLE LAW:** This Permit shall supersede any and all previous agreements whether oral or written and shall be governed by the laws of the State of Oklahoma.
9. **NON-WAIVER:** Failure of either the PERMITOR or PERMITTEE to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of the PERMITOR or PERMITTEE'S right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.
10. **ENTIRE AGREEMENT:** This Permit constitutes the sole and entire agreement of the parties and is binding upon the PERMITOR and the PERMITTEE, their heirs successors, legal representatives and assigns.

PERMITOR:

(Type or Print)

By: _____

(Signature)

(Print Name and Title)

Date: _____

PERMITTEE:

(Type or Print)

By: _____

(Signature)

(Print Name and Title)

Date: _____

Exhibit "A"
Property Deed and Map

Exhibit "B"
Statement of Work