

ACCESS AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____,
20____, by and between _____,
hereinafter referred to as Grantor (property owner), whether one or more, and
_____, hereinafter referred to as Grantee.

In consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Subject of Agreement.** Grantee has made application to the Oklahoma Department of Environmental Quality (DEQ) to use suitable portions of the solid waste stream to reclaim and restore Oklahoma lands as authorized by statute. The lands selected for this project are owned by the Grantor, and Grantor agrees to the use of the property for the purposes and under the terms as set out herein.

2. **Use of Property.** Subject to the terms hereof, the Grantor does hereby grant to Grantee the right of ingress and egress and the use of the property owned by Grantor and described as:

3. **Activities Described.** In order to reclaim and restore portions of the property described above, Grantee will utilize certain material as specified in a Memorandum of Agreement (MOA) to be executed by and between Grantee and the DEQ. The MOA will set out terms and conditions under which the land restoration and reclamation will occur. The Grantee agrees to conduct the following activities, as authorized by the MOA, on the property described above:

4. **Term.** The access rights granted herein shall extend until three (3) years following certification of closure of the project.

5. **Location of Activities.** Grantee shall conduct the activities on the property as necessary for the project, as determined by Grantee, with the intent to minimize any damage to structures and/or other improvements and minimal inconvenience to the Grantor.

6. **Contractors of Grantee.** Grantee may contract for the performance of the activities described herein with third parties. Any such party contracting with Grantee for the performance of such activities shall have the same rights and privileges as Grantee for the purpose of performing the contracted services.

7. **Indemnification of DEQ.** The parties hereto agree to indemnify and/or hold DEQ harmless for any liability associated with all aspects of the reclamation project.

8. **Notice to Land Records.** Grantor agrees to allow Grantee to file a notice to be indexed with the land records of the county in which the subject property is located. The notice will specify the legal description and type and quantity of material utilized in the project. Grantor is aware that because of the project, future use of the reclamation site may be restricted.

9. **Ownership of Property.** The Grantor represents and warrants that Grantor is the owner of the property described herein, and has the right, power and authority to grant and does grant to Grantee the rights described herein.

10. **Binding Agreement.** This agreement shall be binding upon the respective heirs, devisees, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth above.

GRANTOR

GRANTEE

GRANTOR

by _____
Title

ACKNOWLEDGEMENT

State of Oklahoma,)
)
County of _____)

ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this ___ day of _____, 20____, personally appeared _____, _____ and _____, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

My commission expires:
