

Oklahoma Corporation Commission (Corp Comm) Right-of-Entry Consent and Release

To be completed by landowner at time of property enrollment and/or assessment.

Site Name: _____

Site Street Address: _____

(not needed if the property is in a rural area with no standard street address), and

Site Legal Location: _____ (Q1/Q2/Q3/Q4 Section-Township-Range)

City/town (if any): _____ County: _____

The undersigned owner(s) (hereinafter “**Owners**”) of certain property, being all of owners’ right, title, and interest in the Site or “Property”:

I, _____, do hereby consent to officers, employees, and authorized representatives of the Corp Comm and their contractors, subcontractors and consultants the right to enter the property and continued access and use of by, through, and on the Property in order to design and perform assessment activities thereon. These activities shall include but are not limited to the following:

- (1) The taking of samples, surface and subsurface, including but not limited to soil, sediments, water, and air, and other solids or liquids stored or disposed of at the property as may be determined to be necessary;
- (2) The documenting of scientific and engineering observations, including, but not limited to taking notes, recordings, photographs and surveying;
- (3) The drilling and finishing of boreholes for the purposes of collecting soil and groundwater samples without limitation;
- (4) The collection and disposal of drill cuttings and purge water; and
- (5) Other inquiry actions at the property as may be necessary to determine nature, extent and potential threat to human health and the environment.

Owners hereby acknowledge, understand and agree that:

- a) If there is a lessee of the Property, the owners have a responsibility to notify such lessee that Corp Comm has been given the right to enter the Property. Corp Comm does reserve the right to also notify such lessee and/or provide the lessee a copy of this Right-to-Entry Consent and Release;
- b) Neither the State of Oklahoma nor Corp Comm is liable for or accepts any liability for past damages to, or pollution on, the Property irrespective of the source of same;
- c) The giving of this consent in no manner entitles Owners to any compensation from the Corp Comm or the State of Oklahoma;
- d) Neither the State of Oklahoma nor Corp Comm is under any obligation to perform any environmental evaluation, studies, remediation and/or restoration on the Property;

- e) Corp Comm shall, as required by law, report the presence of any hazardous wastes or material identified on the Property to other governmental regulatory agencies;
- f) Any environmental evaluation, studies, remediation and/or restoration undertaken by Corp Comm is limited to the scope of work approved by Corp Comm for the Project and may not be modified or expanded by any party without the prior written consent of Corp Comm;
- g) Any and all environmental evaluation, studies, remediation and/ or restoration undertaken on the Property pursuant to this Right of Entry is subject to the availability of budgeted funds and other resources;
- h) Corp Comm shall have no responsibility or duty to provide funding, materials, equipment nor anything necessary for the environmental evaluation, studies, remediation and/ or restoration undertaken on the Property. Corp Comm does reserve the right to provide some or all of said items at the sole discretion of Corp Comm;
- i) This Right of Entry and release is binding upon the Owners and Owners' heirs, successors in interest, assigns and transferees. Owners specifically agree to notify Corp Comm in writing prior to any conveyance or transfer of the Property or any interest in the Property, including the granting of any surface, subsurface or mineral lease respecting the Property. Owners specifically agree to indemnify and hold harmless Corp Comm including its officers, employees, authorized representatives, contractors, subcontractors and consultants from any and all claims, suits, legal action or threats of claims, suits, or other legal action by any assign, successor or transferee of Owners.

RELEASE: The undersigned Owners do hereby release Corp Comm and the State of Oklahoma from any damages, claims, suits or other actions which arise or might arise as a result of any work whatsoever undertaken on the Property by, or on behalf of, Corp Comm and the State of Oklahoma, including without limitation any environmental evaluation, studies, remediation and/or restoration. Owners specifically acknowledge that Corp Comm and the State of Oklahoma have no control over, nor any duty to amend or remediate or modify, any native, naturally occurring or existing erosional site conditions on the Property

Name (Printed): _____ Date: _____

Name (Signature): _____

Mailing Address: _____

Email Address: _____

Phone Number: _____