



OFFICE OF ACTIVE AND ABANDONED MINE OPERATIONS
BUREAU OF ABANDONED MINE RECLAMATION

Project Name: _____

Project Number: _____

County(ies): _____

Municipality(ies): _____

CONSENT FOR RIGHT OF ENTRY – INDIVIDUAL(S)

I/We, _____ (Owner), as owners

of record of the following described property: _____

recorded by instrument _____ in deed records of _____ County, Pennsylvania (Property), do hereby grant to the Commonwealth of Pennsylvania, Department of Environmental Protection (Department), and the agents, employees, servants, grantees, subrecipients, trustees, contractors and subcontractors retained by the Department, the right, privilege and consent to enter upon the Property with all necessary and convenient materials and equipment to perform reclamation work to restore, abate, control or prevent the adverse effects of coal mining practices, and to protect the public health, safety and general welfare of the citizens of the Commonwealth of Pennsylvania.

Any reclamation work performed by the Department, its agents, employees servants, grantees, subrecipients, trustees, contractors and subcontractors is done pursuant to Title IV of the Surface Mining Control and Reclamation Act of 1977, (30 U.S.C., 1231 *et seq.*), and the Act of January 19, 1968, P.L. 996, known as the "Land and Water Conservation and Reclamation Act" (32 P.S. 5101 *et seq.*).

As used in this agreement "**RECLAMATION WORK**" means the construction of temporary or permanent facilities on the Property to restore, abate, control, or prevent the adverse effects of coal mining practices and to protect the public health, safety, and general welfare. Construction of temporary or permanent facilities can include all grading, excavation, use of topsoil from borrow areas, mulching, planting of vegetative cover, placement of drainage tile, development of dams, pipes, diversion ditches, subsurface exploratory drilling, installation of monitoring wells and any other necessary or expedient work deemed necessary to protect the public health, safety and general welfare of the Owner and citizens of the Commonwealth of Pennsylvania.

In consideration of the reclamation work which benefits the Owner and the general public, and intending to be legally bound, I/we agree as follows:

1. The Owner assumes no liability for injury or damage by or to employees and/or agents providing reclamation work for the Department.

2. Prior to the start of reclamation work, the Owner agrees to contact and gain consent to the reclamation work from all the leaseholders of interests in the property that the reclamation work will affect.

3. Throughout the duration of this Right of Entry, the Owner will not, without the express written consent of the Department, mine or remove, lease mining or removal rights in, or permit mining or removal of coal or other minerals on the Property; or do any act or permit any act to be done that will interrupt or interfere with, destroy, damage or alter the reclamation work, or the equipment, materials and facilities placed on the Property pursuant to this Right of Entry. In the event that this property is sold, exchanged, or leased throughout the duration of this Right of Entry, it is the Owner's responsibility to notify the Department accordingly. Additionally, Owner shall advise prospective owners or lessees of this Agreement to ensure that there are no objections to its terms.

4. In giving consent to this Right of Entry, the Owner does not waive any legal remedies available under applicable law.

5. THE OWNER UNDERSTANDS THAT THE DEPARTMENT IS NOT OBLIGATED TO PERFORM RECLAMATION WORK ON THE PROPERTY.

6. The Owner understands that it may be necessary to make changes to the reclamation work during construction to adjust for conditions encountered on the Property.

7. The Department shall bear the expense for the design and construction of the reclamation work, if any.

8. The Right of Entry shall extend for the length of time necessary to complete the reclamation work, as solely determined by the Department; provided, however, that the duration of the Right of Entry may be altered at any time by written agreement of the parties hereto. This Right of Entry shall be automatically canceled and shall become null and void if reclamation work has not begun on the Property within _____ months of the execution hereof.

9. The Department shall have the continuing right during the reclamation work and after the completion thereof, in accordance with Paragraph 8 above, to enter upon the Property in order to inspect and maintain any and all reclamation work performed, including facilities constructed; however, the Department shall have no obligation to maintain the results of such reclamation work.

ALL CO-OWNERS OF THE PROPERTY MUST SIGN THIS RIGHT OF ENTRY AND EACH SIGNATURE MUST BE WITNESSED. (Attach additional sheets as needed.)

SIGNED, this _____ day of _____, _____

Owner:

Owner:

Sign: _____

Sign: _____

Print: _____

Print: _____

(Mailing)
Address: _____

(Mailing)
Address: _____

City: _____

City: _____

State: _____ Zip: _____

State: _____ Zip: _____

Phone: (H) _____

Phone: (H) _____

(W) _____

(W) _____

Email: _____

Email: _____

Witnessed By:

Witnessed By:

Sign: _____

Sign: _____

Print: _____

Print: _____