



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

Project Name: _____

Project No.: _____

County: _____

Municipality: _____

CONSENT FOR RIGHT OF ENTRY – LESSEE(S)

I/We, _____ {LESSEE(S)}, of
_____ (address/unit) ("Leased Premises"),
of property owned by _____ ("Owner(s)") located
at _____ (address) ("Property")
in _____ (Municipality), _____ County,

Pennsylvania, do hereby grant to the Commonwealth of Pennsylvania, Department of Environmental Protection (Department), and the agents, employees, and contractors retained by the Department, the right, privilege and consent to enter upon the Leased Premises 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 and contractors is authorized by 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 Leased Premises to restore, abate, control, or prevent the adverse effects of coal mining practices and to protect 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 Lessee, Owner and citizens of the Commonwealth of Pennsylvania.

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

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

2. A Consent for Right of Entry **[has/has not]** been obtained from the Owner(s) of the Property affected by the reclamation work.

3. During the term of this Right of Entry, the Lessee 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.

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

5. THE LESSEE UNDERSTANDS THAT THE DEPARTMENT IS AUTHORIZED, BUT NOT OBLIGATED, BY THIS CONSENT TO PERFORM RECLAMATION WORK ON THE LEASED PREMISES.

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

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

8. The term of the Right of Entry shall extend for the length of time necessary to complete the reclamation work and shall terminate upon completion of such reclamation work; provided, however, that the term of the Right of Entry may be altered at any time by written agreement of the parties to this Right of Entry. This Right of Entry shall be automatically cancelled and shall become null and void if reclamation work is not begun on the Leased Premises within _____ months of the execution hereof.

9. The Department shall have the continuing right during and after the term of this Right of Entry 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 LESSEES OF THE LEASED PREMISES MUST SIGN THIS RIGHT OF ENTRY AND EACH SIGNATURE MUST BE WITNESSED. (Attach additional sheets as needed.)

SIGNED, this _____ day of _____, _____

Lessee:

Lessee:

Sign: _____

Sign: _____

Print: _____

Print: _____

(Mailing)

(Mailing)

Address: _____

Address: _____

City: _____

City: _____

State: _____ Zip: _____

State: _____ Zip: _____

Phone: (H) _____
(W) _____

Phone: (H) _____
(W) _____

Email: _____

Email: _____

Witnessed By:

Witnessed By:

Sign: _____

Sign: _____

Print: _____

Print: _____