



CONTRACTUAL CONSENT OF LANDOWNER

(I)(We), the undersigned, hereinafter sometimes referred to as "Owner", being the owner(s) of _____ acres of land located _____, _____ County as
(Township, Borough, City)

described in the deed(s) recorded in the Recorder of Deeds Office Book(s) and pages(s) _____ and shown by crosshatched lines on the map attached hereto, **DO HEREBY GRANT TO THE COMMONWEALTH OF PENNSYLVANIA (COMMONWEALTH), DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEPARTMENT), AND ITS CONTRACTOR THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING WELL CLEAN OUT AND PLUGGING ACTIVITIES.** The Department desires to undertake activity described in the Plugging Project Job Description attached hereto pursuant to the 2012 Oil and Gas Act, 58 P.S. §3220; The Clean Streams Law, 35 P.S. §§691.1-691.1001; and Section 1917(a) of The Administrative Code of 1929, 71 P.S. §510-17.

Furthermore, in consideration of the benefits to the general public and to the owner, (I), (we), the undersigned, grant to the Commonwealth of Pennsylvania, its employees, agents, contractors, and sub-contractors, the right to enter upon the aforesaid land, from the date of agreement, and before beginning the plugging activity(ies), during the plugging activity(ies) and for a period of one year after the completion or abandonment of the plugging activity(ies) for the purposes of inspecting the well and conducting the activities described in the attached Plugging Project Job Description and incidental thereto, and in accordance with the provisions of the Oil and Gas Act, the Clean Streams Law, the Administrative Code of 1929, and the rules and regulations promulgated thereunder, and the provisions of the permit(s) issued to the operator.

In addition, (I), (we) do hereby grant to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (me) (us) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter and inspect the premises and abate or prevent pollution but does not obligate the Commonwealth to do so, does not constitute any ownership interest by the Commonwealth in the aforesaid land, and does not affect or limit any rights available to the Commonwealth under applicable law.

Owner agrees not to interfere with, damage, alter, or remove Plugging Project Work, or with any maintenance, monitoring or other work performed to assure successful completion of the Plugging Project Work. All tools, equipment and other property taken to or placed on the property by the Commonwealth or its representatives shall remain the property of the Commonwealth or its representatives and may be removed by them at any time.

Owner agrees to notify the Department in writing within thirty (30) days of any sale or transfer of the above-referenced property.

Owner specifically agrees not to hold the Commonwealth liable for any and all claims of damage or liability claims arising from the entry onto, the use of and egress from the property for implementation and conduct of the Plugging Project Work and for any subsequent maintenance, investigation or monitoring performed to assure successful completion of the Plugging Project Work. The well plugging contractor is required under its contract with the Commonwealth to have in place contractual liability insurance covering public and automotive bodily injury and property damage.

This consent places no obligation on the Commonwealth to undertake or complete the Plugging Project Work.

(Insert additional provisions/concerns or cross out)

In witness whereof and intending to legally bind (myself) (ourselves), (I) (we) have hereunto set (my) (our) hand(s) this _____ day of _____, 20____.

OWNER (INDIVIDUAL)

OWNER (CORPORATION)

(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name and Title)

(Address)

(Address)

(Phone)

(Phone)

ATTEST:

(Signature)

(Printed Name and Title)

Attachment

- 1. Map

Contract OOGM_____

**GENERAL JOB DESCRIPTION
FOR ABANDONED WELL(S)
THAT ARE CLEANED OUT AND PLUGGED
BY THE COMMONWEALTH OF PENNSYLVANIA**

1. The Commonwealth's contractor shall prepare the wells(s) for plugging and permanent abandonment, provide all the necessary equipment to construct a suitable access road(s), if (if needed), to the well(s) and construct well site(s) while exercising caution to avoid damage to adjacent buildings and properties.
2. The contractor shall provide for collection, safe storage and disposal of all liquids and wastes produced from the well during the clean out and plugging operation, and plug the well(s) in accordance with the requirements of the 2012 Oil and Gas Act, and other applicable measures as specified in the General Conditions for Construction, dated 2016.
3. All material, including pipe removed from the well(s), shall be disposed of off site by the contractor.
4. The contractor shall restore the site(s) by grading, leveling, and seeding, all well site areas, access roads and other areas disturbed by the plugging and clean up operations in a manner approved by the Department representative.