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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Date  |  |  |  |  |  |  |  |  |  |
|  | Co |  | Rte |  | Post |  | Parcel No. |

State of California

Department of Transportation

District \_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gentlemen:

It is my (our) understanding that the following facts pertain to the property I (we) own located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and shown outlined in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the attached map(s):

1. The property or a portion thereof is needed for construction of a transportation project identified as:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. The Department of Transportation finds it necessary to enter upon the property previously described for gathering data needed to complete final project design and appraisals for right of way acquisition for the transportation project noted previously.
2. The purposes for such entry onto the property are to conduct precision testing of the integrity of underground storage tanks and associated piping used for the storage of petroleum products or other hazardous materials and if Petro-Tite test is used, borings to determine the level of the groundwater table immediately adjacent to each such underground storage tank.

I also understand that in return for granting permission to enter my property, the Department of Transportation will:

1. Retain a qualified contractor to leak test underground tanks and associated piping situated on the property by use of the Hunter Lake Lokater (formerly SUN), Heath Petro-Tite (formerly Kent-Moore), Horner Ezy-Chek Leak Detector Test or equivalent

precision tank testing method which meets the requirements of National Fire

Protection Association (NFPA) Standard 329, is capable of detecting a loss of 190 ml per hour, and is approved by the State Department of Health Services or other appropriate regulatory agencies as well as by the Department of Transportation's contract manager.

**Said tanks to be tested are as follows:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Tank** | **Volume** | **Content** | **Location** |
| **1** |  |  |  |
| **2** |  |  |  |
| **3** |  |  |  |

1. Require the contractor either to make arrangements with the owner/occupant to fill the tank to be tested with owner/occupant's product or otherwise ensure that the product used to fill a tank is compatible with the tank's usage and will not contaminate the owner/operator's product in the tank. Should the Department of Transportation contractor be supplying the product to run the test, it will be necessary to bring tank trucks onto the property to fill and recover the product used for testing.
2. Require the contractor to coordinate the tank test with the owner/operator of the tank. If by the nature of the business it is impractical to remove any tank(s) from operation during business hours, then the tank(s) will be tested after business hours or from \_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_.

 Forty-eight (48) hours' notice will be given to the owner/operator of the tank prior to entry upon the property.

In accepting this Permit to Enter, agree, insofar as it may legally do so, that it will repair and restore or pay the cost of repairing and restoring any property damaged as a result of work done by the Department of Transportation or the Department of Transportation's contractor and will insofar as it may legally do so, indemnify and save harmless the undersigned against all claims, demands, suits, judgments, expenses and costs on account of injury to or death of persons or loss of or damage to property arising out of the performance of such work by the Department of Transportation or the Department of Transportation's contractor(s). The agreement of indemnification does not extend to any property damage the undersigned may have suffered by reason of hazardous waste on the property. Nor does it indemnify the owner(s) from any liability as a consequence of the presence of hazardous waste on the property.

1. Pay the operator of the property to be tested the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ to compensate for the interference with the possession and use of the property.
2. The parties to this permitshall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this permit.

It is understood that if the Department of Transportation discovers the presence of contamination on the property through the tests described herein or from other sources, further testing may be required to determine the extent of the contamination. That testing may be required by the Water Quality Control Board or the Department of Health Services and if performed by the Department of Transportation's contractor, will require a further Permit to Enter either by owner permission or by court order.

If no contamination is found, the Department of Transportation will proceed to negotiate without any unnecessary delay with the owner(s) to agree upon the terms of compensation, and if agreement cannot be reached, to promptly commence eminent domain proceedings.

On the basis of the above, a Permit to Enter is hereby granted to enter the property previously described for the purposes states with the understanding that this Permit to Enter is not a waiver of the right to compensation for such property or any remedy authorized by law to secure payment therefor.

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Accepted:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

District Division Chief

Right of Way