|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 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:

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

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

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

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 is to take samples of soil and groundwater to determine whether the site has been contaminated by hazardous substances.
3. 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.

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

1. Retain a qualified contractor to perform such above-described test and to determine whether or not further site testing must be done. The substances to be tested consist of:

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

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

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

 located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

1. Require the contractor to coordinate the testing with the owner/operator’s schedule. Unless objected to by the owner/operator, the testing will be performed during normal business hours.

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

1. 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(s); further that it 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). This 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.
2. 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.

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 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