



**Individual Consensual Removal Agreement**  
*[Pursuant to the Environmental Protection Act, Section 55.3(c)]*

1. The undersigned is the owner of a parcel of real estate located \_\_\_\_\_

Site Number: \_\_\_\_\_ County: \_\_\_\_\_

Location/Site Name: \_\_\_\_\_

2. The undersigned hereby authorizes and consents to the entry upon the above-described real estate by officers, employees, authorized representatives, or contractors of the State of Illinois, upon showing of proper identification, for such actions as are necessary or appropriate to remove used and waste tires from the above-described real estate.
3. The undersigned hereby certifies that there are less than 1,000 used or waste tires located on the above-described real estate.
4. The undersigned hereby relinquishes any claim of an ownership interest in any used or waste tires that are removed or in any proceeds from their sale.
5. The undersigned agrees not to allow any further accumulation of used or waste tires at the above-described real estate.
6. The undersigned hereby agrees to waive any claims which may arise against the State of Illinois or their officers, employees, authorized representatives, or contractors in the course of performing the actions described above. The undersigned hereby also agrees to hold harmless the Agency, or any officers, employees, authorized representatives, or contractors utilized by the Agency to effect the removal, for any damage to property incurred during the course of action under this Agreement, except for gross negligence or intentional misconduct.
7. The undersigned agrees to provide any assistance requested by the Agency or any officers, employees, authorized representatives or contractors of the Agency in locating used or waste tires on the above-described real estate or making arrangements to facilitate their removal.
8. The undersigned agrees that this consent shall remain in effect for a period of one year.
9. This consent is granted in consideration of the State of Illinois' undertaking of the removal of up to 1,000 used or waste tires at the above-described real estate at no cost to the undersigned.
10. The undersigned certifies that this Consent Agreement is entered into voluntarily and without coercion, that the authorizations contained herein are not granted in consideration of release of claims which the State of Illinois may have against the undersigned, except as provided in paragraph 9.

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_ P.O. Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature of Property Owner or  
Authorized Agent of Property Owner: \_\_\_\_\_

Signature of Joint Owner(s) (if applicable): \_\_\_\_\_

The Agency is authorized to require this agreement under 415 ILLCS 5/55. Entry into this agreement is voluntary. However, failure to enter into this agreement will result in ineligibility for a consensual removal action at the site. This form has been approved by the Forms Management Center.