**State of Ohio**

**Department of Transportation**

**Contract For Right Of Entry-maintenance project**

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

County - Route - Section

A highway maintenance project is required determined by the Director of the Ohio Department of Transportation (ODOT). Due to this maintenance project, ODOT and/or its agents and contractors must enter upon your property for maintenance purposes. This entry is voluntary on your part and occurs before the normal real estate acquisition process is undertaken. ODOT will continue with its plan development process and may eventually determine that real property is required from you for rights of way needed for construction, operation and maintenance of the highway. When this occurs, you will be paid compensation and afforded all rights under law.

The parties to this agreement are  hereinafter termed “Owner” of property required for construction purposes and the State of Ohio, Department of Transportation, hereinafter termed “ODOT”. In consideration of the sum of One Dollar and no cents ($1.00) which is to be paid to Owner, the Owner and ODOT agree upon the following terms for the entry by ODOT upon the real estate described as Exhibit A attached.

1. Owner, on or after \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ grants to ODOT, its employees, agents, contractors, subcontractors, utility companies and any other representatives of ODOT the irrevocable right to enter upon, occupy and to have exclusive possession of the real property described in Exhibit A for the purpose of constructing a highway or facility incidental to the highway.
2. For the consideration of the aforementioned sum to Owner, ODOT will acquire physical possession of lands located within the area described in Exhibit A.
3. Owner affirms to ODOT that the Owner is the true and lawful Owner in fee simple of the real property described in Exhibit A.
4. Owner will not charge ODOT interest, rent or other compensation during the time ODOT occupies the said real property for construction of the highway or related facility.
5. Owner must notify ODOT in writing of any prospective transfer of any interests in the real property described in Exhibit A in not less than 14 days prior to the date any transfer will occur.
6. Owner may be owed additional compensation once plans are developed and the need for any real property is determined. At that time ODOT will provide a notice of intent to acquire and good faith offer to the Owner. Owner agrees that the One Dollar and no cents ($1.00) consideration paid for this right of entry shall be credited and applied against the total purchase price agreed to, at a later time, during the acquisition phase of the highway project.
7. Owner by granting this right of entry does not relinquish any rights whatsoever not contained in this agreement. This Agreement is the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, express or implied, other than what is set forth in this document, shall be binding upon ODOT or Owner.
8. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, references this Agreement and is signed by the Owner and ODOT.
9. Any and all terms, conditions and provisions of this Agreement shall be binding upon and be in effect to the benefit of the ODOT and Owner and their respective heirs, executors, administrators, successors and assigns.
10. See additional terms, if any, in the attached Exhibit B.

In Witness Whereof Owner(s) hereunto subscribed their name(s) on the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_.

OWNER(S)

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

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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|  | STATE OF OHIODEPARTMENT OF TRANSPORTATION |
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|  |  |  |
|  | Jack Marchbanks, Ph.D., Director |  |
|  |  |
|  | Date: |       |  |
|  | By: | \*Type Name of ODOT Signer\* |
|  | \*Type Title of ODOT Signer\* |

EXHIBIT A

Describe the location and area of work to be completed under this Right of Entry