BACKGROUND:
District maintenance forces were using the form M&R 698 to secure access to private property for maintenance projects. Upon review, it was determined that the form needed revision. Through discussions with Maintenance, we learned more about the use cases for such a form that ultimately led to the creation of two separate forms (UPDATED M&R 698 and RE 222 MR Right of Entry Maintenance Projects). District Real Estate Administrators may be involved with maintenance projects because they are one of the few people within a district having signature authority of the director to execute the M&R 698 and RE 222 forms. Below are more detailed explanations of each of the two forms.

RE 222 MR Right of Entry Maintenance Projects:
This form is to be used on a maintenance project when there is a structure located outside of the existing right of way. For example: there is a maintenance project that does not require right of way to complete, a small culvert pipe needs to be repaired but the maintenance crew discovers the existing pipe extends beyond the existing right of way limits. It would be appropriate to use the RE 222 MR Right of Entry Maintenance Projects form. While there is no threat of eminent domain accompanying the use of this form, there is an obligation upon ODOT to come back and acquire sufficient permanent rights to include the structure and that acquisition would be under the threat of eminent domain. ODOT is not paying the property owner any money for this right granted in this agreement. This form is designed to be completed by hand, in the field, by Maintenance staff. The form does NOT need to be notarized. The form can only be signed by someone with Director’s signature authority. (i.e. DDD or REA). This is a real estate form because it will eventually become part of the acquisition history of the parcel in a subsequent project. The form is available on the Real Estate website and a copy is attached here for convenience.

UPDATED M&R 698
This form is to be used on typical maintenance projects wherein Maintenance crews need to traverse, work on, store material, park, or similar type use of private property. However, no permanent structures should be in the area described within this agreement. For example, it would be quicker and safer to access a ditch from private property instead of from the road. It would be appropriate to use the UPDATED M&R 698 form. There is no threat of eminent domain accompanying the use of this form. ODOT is not paying the property owner any money for this right granted in this agreement. This form is designed to be completed by hand, in the field, by Maintenance staff. The form does NOT need to be notarized. The form can only be signed by someone with Director’s signature authority. (i.e. DDD or REA). This is NOT a real estate form, it is available on the Maintenance forms website and a copy is attached here for convenience.
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: ___________________________

In Witness Whereof, the State of Ohio, Department of Transportation, and ______________ have executed
this Agreement on the date(s) indicated immediately below their respective signatures.

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

______________________________
Name of Director, Director

Date: ___________________________
By: ___________________________
Title: ___________________________

STATE OF OHIO, COUNTY OF __________ ss:

BE IT REMEMBERED, that on the _______ day of __________, ______, before me the subscriber, a
Notary Public in and for said state and county, personally came the above named ______________, the
duly authorized representative of the State of Ohio, Department of Transportation, who acknowledged the
foregoing instrument to be the voluntary act and deed of the State of Ohio, Department of Transportation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and
year last aforesaid.

______________________________
NOTARY PUBLIC
My Commission expires: __________
Describe the location and area of work to be completed under this Right of Entry
State of Ohio
Department of Transportation

NOTICE AND AGREEMENT FOR RIGHT OF ENTRY-MAINTENANCE PROJECT

__________
County - Route - Section

The Ohio Department of Transportation (ODOT) is performing a highway maintenance/repair project on _____________(Route and Section) involving the following work:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

ODOT has determined that it is not possible for ODOT to perform all of such work within the boundaries of the existing highway right of way and it is necessary for ODOT and/or its agents and contractors to enter upon your property to access the maintenance area or to perform the maintenance.

The specific area that ODOT needs to enter and perform such maintenance is: ________________

______________________________________________________________________________
or is depicted on Exhibit A attached to this Notice.

The specific purpose or use of this area is

______________________________________________________________________________

The period of time that ODOT expects to be on your property is: ________ days beginning with entry on your property for this work, unless otherwise agreed between ODOT and you in writing.

ODOT and/or its contractor or agent will be responsible to return your property to as near the condition that it was in before entry by ODOT. If any portion of your property is damaged and not repaired or restored as reasonably as possible to its prior condition, you may be entitled to make a claim for such damages.

The undersigned, ___________________of _______________________________________ (name and address) hereby acknowledges receipt of this Notice and voluntarily agrees to and does grant to lawful agents and/or employees of the Ohio Department of Transportation, permission to enter upon my property indicated above to perform the work described above upon the condition that ODOT restore the property for the purposes explained above; and upon any additional conditions stated in Exhibit B attached to this Notice and Agreement.

The undersigned affirms that he/she or it is the true and lawful Owner in fee simple of the real property described in Exhibit A.

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.

By performing this maintenance/repair work outside of the state highway right of way, ODOT will not be responsible for maintenance of any area outside the limits of the permanent right of way and by granting this permission the Owner is not authorizing ODOT to enter onto this property again in the future.

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.

Any and all terms, conditions and provisions of this Agreement shall be binding upon and in effect to the benefit of the ODOT and Owner and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF Owner(s) ____________________________ have signed my/our name(s) on the ________ day of __________, ________.

OWNER(S)

Name: ____________________________ Name: ____________________________
Title: ____________________________ Title: ____________________________

IN WITNESS WHEREOF, the State of Ohio, Department of Transportation, by Jack Marchbanks, its Director, has executed this Agreement on the date indicated below.

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

___________________________________
Jack Marchbanks, Director
Date: ________________________________

This Agreement initiated by (District TA/TM):

___________________________________
___________________________________
___________________________________
EXHIBIT A

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

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
EXHIBIT B: Special conditions, if any:

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

_________(e.g.) Cut trees be left on my property outside of the state highway right of way