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| Roadway Name: <Enter Roadway Name> |
| Project Limits: From <Enter Beginning Limit> To <Enter Ending Limit> |
| Control Section Job Number (CSJ): <Enter the Main CSJ Number> |
| District and County: <Enter the District Name> <Enter the County Name> |
| Parcel ID: <Number> |
| Property Legal Description: <Enter Legal Description> |
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| The undersigned property owner or authorized designee (Grantor) hereby grants unto the Texas Department of Transportation (TxDOT) a right-of-entry (ROE) upon the real property (Property) shown on the attached map (Attachment A) for the purpose of conducting environmental investigations (the Agreement). |
|  |
| TxDOT <Distict Name> has proposed to <enter brief description of project> on <roadway name>, <limits to and from>, <County Name> County, Texas (Project). The Property is located within an area that may be affected by the Project (Corridor). |
|  |
| TxDOT is required by state and federal environmental laws to determine whether there are specific environmental resources located in the vicinity of the Project and evaluate the potential for impacting the resources that may be located in the Corridor. TxDOT or TxDOT contractors may be performing investigations for the Project, and may be identifying environmental resources along the Corridor including, but not limited to: |
|  |
| [ ]  | Wetlands and Streams | [ ]  | Cultural Resources, Historical and Archeological |
| [ ]  | Hazardous Materials | [ ]  | Threatened and Endangered Species |
| [ ]  | Sensitive Habitat/Areas | [ ]  | Land Surveying |
| [ ]  | Traffic Noise Survey |  |  |
|  |
| Work that TxDOT deems necessary to complete schematic design, surveying, and environmental investigations needed for the Project will be conducted by TxDOT or TxDOT contractors. The investigations may include surveys to identify archeological sites and, if sites are present, further evaluation of those sites to determine their eligibility for inclusion in the National Register of Historic Places and designations as a State Antiquities Landmark may be required. In some cases, the investigations may also involve the following activities (only if the box is checked):  |
|  |
| [ ]  | Limited hand excavation (such as a series of shovel-dug probes); and/or |
| [ ]  | Mechanical trenching and scraping (trenches/scraping typically 5 by15 feet in size and 6 feet in depth. |
| Any excavations that are conducted will be backfilled, and the surface will be returned as closely as practicable to its original state. |
| In addition, TxDOT may need to investigate habitat and areas that may include threatened or endangered species and areas that may be wetlands or streams. Land surveying in the project vicinity, along the roadway right-of-way, may also need to be performed. Field investigations would likely take place on foot, but may require an all-terrain-vehicle (ATV) depending on the activities to be performed. |
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| The Grantor understands and agrees to the following terms and conditions: |
| * After granting the requested Right-of-Entry, the Owner, or authorized agent with signatory responsibilities reserves all rights, titles and interest in and to the property.
 |
| * The Right-of-Entry shall not prejudice the Owner’s rights to any relocation benefits for which the Owner or Owners would otherwise be eligible.
 |
| * The Owner, Owners or authorized representative with signatory authority, grants TxDOT or TxDOT’s contractors access to perform the investigation work at its own risk and expense. Temporary flagging or temporary markers may be used to located specific features or survey points at the property.
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| * TxDOT and TxDOT’s contractors are authorized to cross other portions of the Property in order to gain access to the Corridor for purposes of the investigative work.
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| * To the extent possible, TxDOT, and its contractors will walk the Corridor and observe all of the information needed for the investigation, without using excavations. TxDOT will leave the Property in substantially the same condition as it was prior to the investigation.
 |
| * The Agreement shall be effective the date it is executed and shall remain in effect until the earlier of
 |
| 1. The Agreement is revoked in writing by the Grantor |
| 2. The Property no longer belongs to the Grantor, or  |
| 3. The Property is acquired by the State of Texas. |
| * The Grantor may be present during the investigation. Please indicate the preferred method for notification at the bottom of the form.
 |
| * The Grantor will contact any tenants or lessees on the Property, or will provide the names and contact numbers to TxDOT prior to TxDOT or its contractors entering the Property.
 |
| * The Right-of-Entry, unless revoked or terminated, shall extend to and bind the signatory parties, their heirs, executors, administrators, legal representatives, successors, and assigns, including the contractors, consultants, agents and all others TxDOT has deemed necessary to share in this Right-of-Entry.
 |
| * If the Owner is not the original individual, by signature, the undersigned authorized representative of the Owner with signatory authority warrants and represents that he or she is duly authorized and empowered to enter into and to execute the Right-of-Entry on behalf of the Owner
 |
| * If the Property is owned by multiple Owners, all legal Owners must sign this Right-of Entry Form for it to be effective.
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| * Any artifacts found during the investigation will be documented in the field and then returned to the place from which they were found.
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| If you have any questions about the investigations or surveys that may be conducted, or if you have information about the Property you wish to share, please contact: |
| <Name and title> |
| <Address> |
| Email address: <email address> |
| Telephone Number: <phone number> |
| Note that information, conditions, or comments concerning the Property may be described below. |
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| This Agreement applies to the <name of project> and Parcel ID <number>, and shall be effective as of the date of signature(s) below: |
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| Telephone Number: | Telephone Number: |
| Email Address:  | Email Address:  |
| Mailing Address:  | Mailing Address:  |
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| Comment/Conditions for Right-of-Entry or Denial of Right-of-Entry |
| (Include contact information for advanced notification) |
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