SDDOT LOCAL ROADS PLAN

Chapter 5
Forms and Procedures for Acquisition of Right-of-Way



The local government right-of-way forms discussed on the following pages were originally developed for use on federally funded local government projects to ensure compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The forms are based on the forms in use by the South Dakota Department of Transportation for projects on state routes. As the Uniform Act applies to all projects regardless of the funding source, they are required on any local government project that is administered or receives funding through the office of Local Government Assistance. Local governments are welcome and encouraged to use these forms for any of their projects as they contain the necessary language to ensure compliance with the Uniform Act and they are formatted in a manner that is helpful to the Register of Deeds when filing at the courthouse.

REQUIRED FORMS AND PROCEDURES FOR ACQUISITION OF RIGHT-OF-WAY

INFORMATION AND INSTRUCTIONS FOR LOCAL GOVERNMENTS PROVIDED BY THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION OFFICE OF LOCAL GOVERNMENT ASSISTANCE

FOR ADVICE AND/OR ASSISTANCE ON ANY PHASE OF RIGHT OF WAY ACQUISITION AS WELL AS TO REQUEST THE FORMS PLEASE CONTACT OUR STAFF

*Government programs designed to benefit the public as a whole often result in acquisition of private property and, sometimes, in the displacement of people from their residences, businesses or farms. Acquisition of this kind has long been recognized as a right of government and is known as the power of eminent domain. The Fifth Amendment of the Constitution states that private property shall not be taken for public use without just compensation. To provide uniform and equitable treatment for persons whose property is acquired for public use, Congress passed the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and amended it in 1987 (The Uniform Act).

All Federal, State and local government agencies, as well as others receiving Federal financial assistance for public programs and projects, that require the acquisition of real property, must comply with the policies and provisions set forth in the Uniform Act. The Uniform Act protects individuals by insuring that they are provided just compensation when their private property is given up for public projects. The Uniform Act also provides moving expense payments, and relocation assistance and payments to individuals who must move from or move personal property from acquired land.

Local government federal-aid and state-grant projects usually have ROW acquisition handled by the local government without federal or state funds. This is done as a matter of practice on bridge replacements and for cost effectiveness on grading

projects. When the local government acquires ROW, Uniform Act requirements must be followed. Documentation must be provided before the project can be advertised for bids.

The local government may ask the landowner for donations. However, the property owner must be made aware that he/she is entitled to full compensation for the property acquired for a federal-aid or state-grant project. If the owner will be asked to donate, the following form must be used.

LGA-ROW-1, AGREEMENT FOR VOLUNTARY RIGHT-OF-WAY DONATION AND RECORD OF CALLS/VISITS AND DISCUSSION RECORD: When a landowner signs this form, the right to an appraisal and an offer of just compensation is waived. If there are conditions to the donation, they should be documented on the form in the space provided for "Stipulations of conditional donations". Conditions might relate to the location of an entrance or some special construction feature. When signed, the local government shall maintain the original and the landowner and Local Government Assistance Office shall each receive a copy of this form. When asking for donations, no attempts may be made to coerce the landowner. Donations are strictly voluntary. The second page of this document is a record of calls/visits which must also be filled out to record who contacted the landowner and what was discussed during each call and/or meeting. A copy of this form must be returned to this office with each copy of the signed donation form.

The local government may also ask for acquisition of the property from the landowner by established payment. However, the property owner must be made aware that he/she is entitled to full compensation for the property acquired for a federal-aid or state-grant project. If the owner will be asked for the acquisition by established payment, the following form must be used.

LGA-ROW-2, AGREEMENT FOR VOLUNTARY RIGHT OF WAY ACQUISITION BY ESTABLISHED PAYMENT AND RECORD OF **CALLS/VISITS AND DISCUSSION RECORD**: When a landowner signs this form, the right to an appraisal and an offer of just compensation is waived. The established payment is determined by the County and can be the same amount or different amounts for the two types of easements. When signed, the local government shall maintain the original and the landowner and Local Government Assistance Office shall each receive a copy of this form. When asking for acquisition by established payment, no attempts may be made to coerce the landowner. Acquisitions by established payment are strictly voluntary. The second page of this document is a record of calls/visits which must also be filled out to record who contacted the landowner and what was discussed during each call and/or meeting. A copy of this form must be returned to this office with each copy of the signed acquisition by established payment form.

If donations or acquisitions by established payment are not obtained, an estimate of value must be made and the land purchased. Negotiations must be conducted free of any attempt to coerce the property owner into reaching an agreement. For example, the negotiator should be careful not to imply that the negotiation, and in particular the offer, is a "take it or leave it" proposition. Similarly, the use of condemnation as a threat must be avoided. Other examples of actions the acquiring agency must avoid include: advancing the time of condemnation; deferring negotiations; or delaying the deposit of funds with the courts to coerce an agreement with the property owner. The following forms and procedures are for uncomplicated purchases involving parcels valued below \$25,000. Use of these forms and procedures are mandatory and are intended to ensure that the property is being acquired in accordance with the Uniform Act. They are also intended to ensure that landowners are treated equally and fairly.

LGA-ROW-3, ESTIMATE OF VALUE: An Estimate of Value has to be completed for each parcel. The Director of Equalization is probably best qualified to complete the form. The usual basis of valuation for permanent easements is the 'per acre', or 'per square foot', value of recent sales of similar properties. The value of any improvements in the acquisition must also be included in the estimate. The usual basis of the valuation for temporary easement is the prevailing cash rental rates of similar properties. This is normally for one year for cultivated land but could be for more years for pasture land that may require several years for reestablishment of grass. There is a separate line item for fence in the acquisition. Federal funds may be used to construct new fence as part of the contract providing the landowner is first given the option of being paid for the fence in the acquisition. If the landowner elects to be paid for the fence in the acquisition, the landowner is then responsible for any construction of any replacement fence. The Administrative Approval block on the form is for the signature of the County Highway Superintendent / City Engineer. When signed, the local government shall maintain the original and the Local Government Assistance Office shall receive a copy of this form.

LGA-ROW-4, WRITTEN OFFER(S) AND NEGOTIATIONS RECORD:

This form documents the offer(s) to the landowner and serves as a record of negotiations. Usually the County Highway Superintendent / City Engineer acts as the Negotiator. This form is also the record for a settlement at a figure other than the estimated value. Authorization and detailed justification of any additional compensation must be provided by the County Commission Chairperson / City Mayor. A separate form must be completed for each parcel. When signed, the local government shall maintain the original and the Local Government Assistance Office shall receive a copy of this form.

LGA-ROW-5, RIGHT-OF-WAY AGREEMENT: This form is an agreement with the owner for the purchase. There is space on the agreement to document any special agreements such as fence, approaches, crop damage, etc. When signed, the local government shall maintain the original and the landowner and Local Government Assistance Office shall each receive a copy of this form.

The foregoing forms and procedures cover donations, uncomplicated valuations, negotiations and ROW agreements. The actual conveyance of the property from the landowner to the local government is accomplished by the deed. The standard Highway Use Deed is useful for this purpose. Any other approved deed that the local government is now using may also be used. The deed must be signed, notarized and filed with the Register of Deeds. Consult with your States Attorney in drawing the deed or in making any changes to this proposed form.

There may at times be moving expense and relocation assistance and payments required. This could involve haystacks, machinery, signs, etc. Any relocation assistance and payments required for a project will be handled by State forces due to the detailed regulations that are involved. Where relocation assistance and payments are required, contact the Local Government Assistance Office.

If there are parcels to be acquired involving values greater than \$25,000 or having complications, different procedures and forms are involved. This activity will usually be handled by State forces due to the detailed regulations that are involved. Where the situation arises, contact the Local Government Assistance Office.

Before the project can be advertised for bids, copies of all the foregoing forms are to be provided to the Local Government Assistance Office in sufficient time to allow for a detailed review, as well as an original of the following:

<u>LGA-ROW-6, RIGHT-OF-WAY CERTIFICATE</u>: This document is the local government statement that ROW acquisition has been accomplished in accordance with the Uniform Act. To be valid, this form must be dated after the last date of the other forms noted above. The State must have the Right-of-Way Certification before authorization to advertise the bids is given and must provide a copy to the Federal Highway Administration for federal-aid projects.

Each of the forms lists a specific title of person to sign on behalf of the local government.

A version of each applicable form is available upon request for the following categories of donors or grantors:

- individuals (which includes partnerships, and sole proprietorships)
- corporations
- limited liability companies (LLC's)
- local governments

Useful links:

- FHWA Publication "Real Estate Acquisition Guide for Local Public Agencies" https://www.fhwa.dot.gov/real_estate/local_public_agencies/lpa_guide/index.cfm
- FHWA Publication "Acquiring Real Property for Federal and Federal-aid Programs for Projects" https://www.fhwa.dot.gov/real_estate/uniform_act/acquisition/real_property.cfm

The current LGA-ROW forms were reviewed and approved February 5, 2009, by the SDDOT offices of Right of Way, Legal Counsel, Local Government Assistance, and the South Dakota Division of the Federal Highway Administration.

See Chapter 8 – Appendix 1 for examples of the LGA-ROW forms 1 through 5 and a Highway Use Deed.

Chapter 5 – Appendix 1

LGA ROW Forms



LGA ROW Forms for Individuals (includes partnerships and sole proprietorships)



AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO:	PCN:	COUNTY/ CITY:	PARCEL NO:
of hereinafter referred t	acting: o as "COUNTY , whose	by and through its	d between the County/City County/City Commission,
WHEREAS, COUNTY operation, and mainten	/CITY needs	the following ea	asements for construction,
Perpetual Easeme	nt:		
Temporary Easeme	nt:		
NOW, THEREFORE,	DONOR and CO	OUNTY/CITY hereby	agree as follows:
and in consideration consideration, the re-	of One Do ceipt and ac ibed easemer	llar (\$1.00) and dequacy of which	donate to COUNTY/CITY, for other good and valuable are hereby acknowledged by e plans for construction of
Stipulations of	conditional	donation:	

LG-ROW-1 (Approved 2/5/09) Page 1 of 3

- 2. DONOR understands DONOR'S right to have an appraisal prepared and DONOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.
- 3. DONOR shall not erect fences, structures, or obstacles within the perpetual easement.
- 4. DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.
- 5. The perpetual easement shall be in effect until the highway is abandoned by the proper action of the COUNTY/CITY Commission and the temporary easement shall be in effect until one (1) year after construction of the Project is completed.

IN WITNESS WHEREOF, the partie executed on this $__$	es hereto have caused this Agreement to be in the year
Donor	County/City of
By:	By:
Name:	Its: County Commission Chairperson/ City Mayor
Ву:	Attest:
Name:	
	County Auditor/City Finance Officer
	[County/City Seal]
DONOR ACKNOWLEDGMENT	
STATE OF))ss COUNTY OF)	
<u></u>	f in the year of, a Notary Public, within and for said County
	_ known to me to be the person(s) described instrument and acknowledged to me that
In witness whereof I hereunto set my	hand and official seal.
	Notary Public
[Notary Seal]	My Commission Expires:

LG-ROW-1 (Approved 2/5/09) Page 2 of 3

RECORD OF CALLS/VISITS AND DISCUSSION RECORD TO ACCOMPANY DONATION FORM LG-ROW-1

PROJECT NO:	PCN:	COUNTY/CITY:	
LANDOWNER:			
NAME OF NEGOTIATOR:			
		shown and/or explained to the Landowner:	
Construction Righ Plan Sheet Docu	t of Way ment(s)	Right of Way Other Brochures	
Call/Visit Number: 1 Time: AM/PM Visit Location:		<u> </u>	
list people present dur	ing meeting.	·	
Notes of the Discussion	.:		
Call/Visit Number: 2 Time: AM/PM Visit Location: List people present dur		:	
Notes of the Discussion	:		
Call/Visit Number: 3 Time: AM/PM Visit Location: List people present dur		:	
Notes of the Discussion	. :		
Call/Visit Number: 4 Time: AM/PM Visit Location: List people present dur		:	
Notes of the Discussion	•		
MOCES OF CHE DISCUSSION	·		

Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.

LG-ROW-1 (Approved 2/5/09) Page 3 of 3

AGREEMENT FOR RIGHT OF WAY ACQUISITION BY ESTABLISHED PAYMENT

This Associant is made and entered	into by and between the through its County/City	County/City
of, acting by and hereinafter referred to as "COUNTY/CITY,"	and	Commission,
, whose postal		
, hereinafter 1	referred to as "GRANTOR"	;
WHEREAS, COUNTY/CITY needs the fooperation, and maintenance of a highway: Perpetual Easement:	ollowing easements for	construction,
Temporary Easement:		

WHEREAS, GRANTOR understands GRANTOR'S right to have an appraisal prepared and GRANTOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended; and,

WHEREAS, GRANTOR hereby waives any right to such appraisal;

NOW, THEREFORE, the parties agree the total payment for all property interest acquired by the COUNTY/CITY for the easements described above as shown on the plans for construction of the above cited PROJECT, is as follows:

LG-ROW-2 (Approved 2/5/09) Page 1 of 4

Perpetual Easement:	
acres/sq. ft. at \$	acres/sq. ft. at \$
Temporary Easement:	
acres/sq. ft. at \$	acres/sq. ft. at \$
	Total = \$
Special Conditions:	
1. GRANTOR shall not erect fen perpetual easement.	ices, structures, or obstacles within the
2. GRANTOR grants permission to enter upon above described easement	to COUNTY/CITY or COUNTY'S/CITY'S agent upon approval of this Agreement.
abandoned by proper action of the C	all be in effect until the highway is OUNTY/CITY Commission and the temporary one (1) year after construction of the
	hereto have caused this Agreement to be in the year of
Grantor(s)	City/County of
Ву:	ву:
Name:	Its: County Commission Chairperson/ City Mayor
Ву:	Attest:
Name:	
	County Auditor/City Finance Officer
	(County/City Seal)
[Grantor Acknowledgment Form to Follow	v]

LG-ROW-2 (Approved 2/5/09) Page 2 of 4

GRANTOR ACKNOWLEDGMENT		
State of)	
County of) SS)	
On this the	day of	in the year of,
before me,		, a Notary Public within and for said
County and State, person	ally appeared	
	known to m	ne to be the person(s) described in and
who executed the foregoi	.ng instrument	and acknowledged to me that he/she/they
executed the same for th	e purposes he	rein stated.
		Notary Public
		My Commission Expires:
(Notary Seal)		

LG-ROW-2 (Approved 2/5/09) Page 3 of 4

RECORD OF CALLS/VISITS AND DISCUSSION RECORD TO ACCOMPANY ESTABLISHED PAYMENT FORM LG-ROW-2

PROJECT NO:	PCN:	COUNTY/CITY:	
LANDOWNER:			
NAME OF NEGOTI	ATOR:		
TITLE:			
The following	document(s) was/were	shown and/or explained to Right of Way Brochures	
Visit Location	AM / PM Date:	:	
Notes of the D	iscussion:		
Visit Location	AM / PM Date: :	:	
Notes of the D	iscussion:		
Visit Location	AM / PM Date: :	:	
Notes of the D	iscussion:		
Visit Location	AM / PM Date: :	:	
			
Notes of the D	iscussion:		
Note: Please i	ndicate in the Notes	of Discussion, any agreem	ent made as part

Note: Please indicate in the Notes of Discussion, any agreement made as part of the acquisition by established payment, such as an additional approach, a load of gravel, etc.

LG-ROW-2 (Approved 2/5/09) Page 4 of 4

ESTIMATE OF VALUE - PURCHASE

The purpose of this form is to estimate the fair market value of real property to be acquired for highway purposes. This form may be used where the valuation is uncomplicated and the estimated fair market value is Twenty Five Thousand Dollars (\$25,000) or less, not including fence.

Owner Name:			Project	t No.			
Address:			PCN No Parcel	·			
Legal Description:							
Permanent Easements:	@	\$	per		_ =	\$	
_	@	\$	per		_ =	\$	
_	@	\$	per		_ =	\$	
Improvements:					_ =	\$	
Temporary Easements:	@	\$	per		=	\$	
_	@	\$	per		_ =	\$	
_	@	\$	per		=	\$	
			Total (under	\$25,000)	=	\$	
				Rounded	=	\$	
Fence in Acquisition:	ft.	@	\$	_ per ft.	=	\$	
_	ft.	@	\$	_ per ft.	=	\$	
	Total Estir	mated	Compensation	Due Owner	=	\$	
				Rounded	=	\$	
Estimate Based On:							
PhotographsYes	No		Roll	Expo	sure	e	
Relocation Items:							
Remarks (If Any):							
Date of Inspection:							
Date of Estimate:		S	ignature:				
				Esti	mato	or	
Administrative Approval:	-			Date:			
	County Highway City Eng						

LG-ROW-3 (Approved 2/5/09) Chapter 5 - Appendix 1

WRITTEN OFFER(S) AND NEGOTIATIONS RECORD

Owner Name:	
Address:	
	Parcel No. County/City
Legal Description:	
T County High	nway Sunarintandant/City Finance Officer
of , County High	City), on this the day of
Real property at the fair market value pri \$is foracres	n offer to acquire the above described
Real property at the fair market value pri	ce of \$, of which
is for acres of temporary ea	of perpetual easement, \$is for
damages/improvements.	
This is just a written offer and negotiat not bind nor require him/her to accept the	
to do so, it only indicates that he/she re	
LANDOWNER ACKNOWLEDGMENT	
LANDOWNER ACKNOWLEDGMENT	
I/We, the undersigned, hereby acknowledge	
as indicated above, in the amount of \$	
real property and do hereby agree to eithe	er accept or decline said offer.
By:	By:
Landowner	Landowner
Landowner(s) was/were provided a copy of	the USDOT FHWA
Acquisition Brochure Entitled, "Acquiring	
for Federal and Federal-Aid Program and Pr	
Record of Offer(s) to Landowner by Negotia	tor:
First offer submitted on	, , in the amount of \$
Second offer submitted on	
Third Offer submitted on	
Fourth Offer Submitted on	,, in the amount of \$
Reason(s) new offer(s) justified for an Value:	amount above or below the Estimate of
A. Authorized on,	, By:
B. Change is for Land: \$	
Damages: \$	Improvements: \$
. , <u> </u>	
Gianaturo:	Date:

Signature: Date: County Highway Superintendent/City Engineer

RECORD OF CALLS/VISITS AND DISCUSSION RECORD TO ACCOMPANY ESTABLISHED PAYMENT FORM LG-ROW-4

PROJECT NO:	PCN:	COUNTY/CITY:	
LANDOWNER:			
NAME OF NEGOTIATOR:			
TITLE:			
The following document(s) to Construction Right of Plan Sheet Document			
Call/Visit Number: 1 Time: AM / PM Visit Location: List people present during			
hist people present during	meeting.		
Notes of the Discussion:			
Notes of the Discussion: _			
Call/Visit Number: 2			
Time: AM / PM	Date:		
Visit Location:			
List people present during	meeting:		
Notes of the Discussion:			
-			
Call/Visit Number: 3			
Time: AM / PM	Date:		
Visit Location:			
List people present during	meeting:		
Notes of the Discussion:			
_			
Call/Visit Number: 4			
Time: AM / PM	Date:		
Visit Location:			
List people present during	meeting:		
Notes of the Discussion: _			

Note: Please indicate in the Notes of Discussion, any agreement made as part of the acquisition by established payment, such as an additional approach, a load of gravel, etc.

RIGHT OF WAY AGREEMENT - PURCHASE

	ner Name:	Project No.		
Ado	dress:	PCN No. Parcel No.		
		County/City		
	_	Country/City		
	is Agreement is entered into this day or r highway right-of-way and facilities, by and, hereinafter referr	between		
Во	ard of Commissioners, hereinafter referred to			
	·			
RE(CITALS:			
1.	Grantee contemplates the construction, operahighway/city street as described by research Auditor/City Finance Office, and as designate	solution on file in the County		
2.	A portion of the right-of-way for such high real property hereinafter described as:	way is located over and across the		
Le	gal Description:			
NO	W, THEREFORE, the parties hereto agree and und	derstand as follows:		
1.	This Agreement shall be in full force a abandoned by proper action of the Grantee.	nd effect until such highway is		
2.	The following special agreements, mutually parties, are incorporated herein and hereby many many many many many many many man			
	a			
	b			
	·			
	c.			
3.	The Grantor has executed and delivered a above described real property to Grantee amount of \$ Total considerat land conveyed, temporary easement(s), and darretained salvage value.	for a total consideration in the		
4.	The Grantor, by delivering to Grantee the prabove described property to the Grantee, and of the above amount, less any deduction encumbrance necessary to guarantee a good ar releases the Grantee from any claims or dam to the adjacent property because of constructions and highway.	d upon Grantor's receipt of payment necessary to satisfy any lien or ad sufficient title to the Grantee, ages accruing or alleged to accrue		
5.	The Grantor, Grantor's heirs, successors, or or disturb any of the above described high without the Grantee's, or Grantee's duly as	way facilities or portion thereof,		

and then only to the extent and under the conditions as designated by the Grantee or Grantee's duly authorized representative.

6. Grantor grants permission to the Grantee to enter upon the above described property to commence construction upon approval of this Agreement with the understanding payment will be made as soon as all required documents and releases are properly signed and received by the Grantee and a voucher is processed for payment.

In witness whereof, the parties hereto have caused this Agreement to be executed as of the date written above.

Grantor		County/City of
ву:		By:
Name:		Its: County Commission Chairperson/ City Mayor
Ву:	_	Attest:
Name:		
		County Auditor/City Finance Officer
		[County/City Seal]
GRANTOR ACKNOWLEDGME	NT	
STATE OF)	
COUNTY OF) ss)	
On this the me, personally appeared	day of, a Notary Pu	in the year of, before blic, within and for said County and State,
personally appeared		wn to me to be the person(s) described in
		nt and acknowledged to me that he/she/they
In witness whereof I	hereunto set my han	d and official seal.
		Notary Public
[Notary Seal]		My Commission Expires:

HIGHWAY USE DEED

Project No:	I	CN No) :	Pa	rcel No	:	
County/City:							
		here	 einafter :	referred t	o as "G	rantor,	" of
consideration of							
Dollars, GRANTS, CONVEYS, and							
, hereinafter							
				_			
interest in the following des	scribed	real					
This Highway Use Deed is reversionary rights.	given	for	highway	purposes	only,	with	full
Dated this	day of				20		
		· -					
	((- Granto	or)				

LG ROW-Highway Use Deed (Approved 2/5/09) Page 1 of 2

Acknowledgment

State of)	
County of) SS)	
On this the	day of	in the year of,
before me,		, a Notary Public within and for said
County and State, person	nally appeared	i
	known to r	me to be the person(s) described in and
who executed the forego	ing instrument	t and acknowledged to me that he/she/they
executed the same for the	ne purposes he	erein stated.
		Notary Public
		My Commission Expires:
(Notary Seal)		

LG ROW-Highway Use Deed (Approved 2/5/09) Page 2 of 2

LGA ROW Forms for Corporations



AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO:	PCN:	COUNTY/ CITY:	PARCEL NO:
This Agreement is rof hereinafter referred to a	_ acting by ar	nd through its	between the County/City County/City Commission,
	, whose posta		
	_, hereinafter	referred to a	as "DONOR";
WHEREAS, COUNTY/CI operation, and maintenance			sements for construction,
Perpetual Easement	:		
Temporary Easement:	:		
NOW, THEREFORE, DOI	NOR and COUNTY	/CITY hereby a	gree as follows:
and in consideration of consideration, the recei	f One Dollar pt and adequa	(\$1.00) and cy of which a	donate to COUNTY/CITY, for other good and valuable re hereby acknowledged by plans for construction of
Stipulations of cor	nditional dona	tion:	
LG-ROW-1-CORPS(App	proved 2/5/09)	Page 1 of	3 DOT/LGA:

- 2. DONOR understands DONOR'S right to have an appraisal prepared and DONOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.
- 3. DONOR shall not erect fences, structures, or obstacles within the perpetual easement.
- 4. DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.
- 5. The perpetual easement shall be in effect until the highway is abandoned by the proper action of the COUNTY/CITY Commission and the temporary easement shall be in effect until one (1) year after construction of the Project is completed.

Project is completed.	
IN WITNESS WHEREOF, the parties he executed on this day of	reto have caused this Agreement to be in the year
Legal Name of Donor	County/City of
	Ву:
By:	Its: County Commission Chairperson/ City Mayor
Title:	Attest:
(Corporate Seal)	County Auditor/City Finance Officer
	[County/City Seal]
DONOR ACKNOWLEDGMENT	
STATE OF))ss COUNTY OF)	
On this the day of before me,, a Not and State, personally appeared himself/herself to be the, a corporation, and that, being authorized so to do, execution and the	.t ne/sne, as such
, being authorized so to do, executive purposes therein stated, by signing himself/herself as	the name of the corporation by
In witness whereof I hereunto set my han	d and official seal.
	Notary Public
[Notary Seal]	My Commission Expires:
LG-ROW-1-CORPS(Approved 2/5/09)	Page 2 of 3 DOT/LGA:

RECORD OF CALLS/VISITS AND DISCUSSION RECORD TO ACCOMPANY DONATION FORM LG-ROW-1-CORPS

PROJECT NO:	PCN:	COUNTY/CITY	[
LANDOWNER:			
NAME OF NEGOTIATOR:			
The following document	nt(s) was/were shown	and/or explain	ed to the Landowner:
Construction R: Plan Sheet Do	ght of Way cument(s)	Right of Way Brochures	Other
Call/Visit Number: 1 Time: AM/ Visit Location: List people present of			
Notes of the Discuss	lon:		
Call/Visit Number: 2 Time: AM/ Visit Location: List people present of			
Notes of the Discuss:	Lon:		
Call/Visit Number: 3 Time: AM/ Visit Location: List people present of			
Notes of the Discuss	Lon:		
Call/Visit Number: 4 Time: AM/ Visit Location: List people present of			
Notes of the Discuss:	Lon:		
Note: Please indicate of the donation, such			agreement made as part of gravel, etc.
LG-ROW-1-CORP	S(Approved 2/5/09)	Page 3 of 3	DOT/LGA:

AGREEMENT FOR RIGHT OF WAY ACQUISITION BY ESTABLISHED PAYMENT PROJECT NO: PCN: COUNTY/CITY: PARCEL NO: This Agreement is made and entered into by and between the County/City of ______, acting by and through its County/City Commission, hereinafter referred to as "COUNTY/CITY," and , whose postal address is , hereinafter referred to as "GRANTOR"; WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway: Perpetual Easement: Temporary Easement: WHEREAS, GRANTOR understands GRANTOR'S right to have an appraisal prepared and GRANTOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended; and, WHEREAS, GRANTOR hereby waives any right to such appraisal; NOW, THEREFORE, the parties agree the total payment for all property interest acquired by the COUNTY/CITY for the easements described above as shown on the plans for construction of the above cited PROJECT, is as follows:

LG-ROW-2-CORPS (Approved 2/5/09) Page 1 of 4 DOT/LGA: ____

Perpetual Easement:	
acres/sq. ft. at \$	acres/sq. ft. at \$
Temporary Easement:	
acres/sq. ft. at \$	acres/sq. ft. at \$
	Total = \$
Special Conditions:	
1. GRANTOR shall not erect fences perpetual easement.	s, structures, or obstacles within the
2. GRANTOR grants permission to to enter upon above described easement up	COUNTY/CITY or COUNTY'S/CITY'S agent pon approval of this Agreement.
3. The perpetual easement shall abandoned by proper action of the COUN easement shall be in effect until one project is completed.	
IN WITNESS WHEREOF, the parties he executed on this day of	reto have caused this Agreement to be in the year of
Legal Name of Grantor:	City/County of
	By:
By:	Its: County Commission Chairperson/
Name:	City Mayor
Title:	Attest:
(Corporate Seal)	County Auditor/City Finance Officer
	(County/City Seal)
[Grantor Acknowledgment Form to Follow]	
LG-ROW-2-CORPS (Approved 2/5/09)	Page 2 of 4 DOT/LGA:

GRANTOR ACKNOWLEDGMENT			
State of	22/		
County of)		
of, before me, _ County and State, personal acknowledged himself/herse	ly appeared	a Notary Public and that he/she, , executed the for ning the name of	as such oregoing instrument
In witness whereof I	hereunto set m	y hand and officia	l seal.
		Notary Public	
(Notary Seal)	ľ	My Commission Expi	res:

LG-ROW-2-CORPS (Approved 2/5/09) Page 3 of 4 DOT/LGA: _____

RECORD OF CALLS/VISITS AND DISCUSSION RECORD TO ACCOMPANY ESTABLISHED PAYMENT FORM LG-ROW-2-CORPS

PROJECT NO:	PCN:	COUNTY/CITY:	
LANDOWNER:			
NAME OF NEGOTIATOR:			
TITLE:			
	ent(s) was/were show Right of Way Document(s)		
Visit Location:	/ / PM Date:		
Notes of the Discus	sion:		
Visit Location:	2 M / PM Date: during meeting:		
Notes of the Discus	sion:		
	1 / PM Date:		
-			
Notes of the Discus	gion:		
Notes of the Discus	51011.		
-			
Call/Visit Number: Time: AM Visit Location: List people present	M / PM Date:		
Notes of the Discus	sion:		
of the acquisition load of gravel, etc		nt, such as an addit	ional approach, a
LG-ROW-2-CORE	PS (Approved 2/5/09)	Page 4 of 4 DC	OT/LGA:

ESTIMATE OF VALUE - PURCHASE

The purpose of this form is to estimate the fair market value of real property to be acquired for highway purposes. This form may be used where the valuation is uncomplicated and the estimated fair market value is Twenty Five Thousand Dollars (\$25,000) or less, not including fence.

Owner Name:							
Address:			PCN No. Parcel No.				
				y/City			
Legal Description:							
Permanent Easements:	@		per			·	
_	@	\$	per	· -	_ =	\$	
_	@	\$	per		_ =	\$	
Improvements:					_ =	\$	
Temporary Easements:	@	\$	per		_ =	\$	
_	@	\$	per		_ =	\$	
<u> </u>	@	\$	per	·	_ =	\$	
			Total (unde	er \$25,000)	=	\$	
				Rounded	=	\$	
Fence in Acquisition:	ft	. @	\$	per ft.	=	\$	
_	ft	. @	\$	per ft.	=	\$	
	Total Esti	mated	l Compensation	Due Owner	=	\$	
				Rounded	=	\$	
Estimate Based On:							
- Estimate Basea on							
Photographs Yes	No		Roll	Expo	sur	e	
Relocation Items:							
Remarks (If Any):							
Date of Inspection:							
Date of Estimate:			Signature:				
		_ '		Esti	mat	or	
Administrative Approval:				Date:			
	County Highwa						
	City En	ıginee	er				

LG-ROW-3 (Approved 2/5/09) Chapter 5 - Appendix 1

WRITTEN OFFER(S) AND NEGOTIATIONS RECORD

Owner Name:	Project No.
Address:	
	Parcel No County/City
	Country/City
Legal Description:	
I,, County Hig of (County/	hway Superintendent/City Finance Officer
, , did make a	City), on this the day of an offer to acquire the above described
Real property at the fair market value property is foracres	ice of \$, of which
s is for acres	s of perpetual easement, \$
is for acres of temporary e damages/improvements.	easement and \$is for
damages/ improvements.	
not bind nor require him/her to accept t	tions record. Signature by the Owner does the offer shown if he/she does not choose
to do so, it only indicates that he/she re	aceived the information contained herein.
LANDOWNER ACKNOWLEDGMENT	
I/We, the undersigned, hereby acknowledge as indicated above, in the amount of \$ real property and do hereby agree to either	for the above described
rear property and do hereby agree to erth	er accept or decrine said offer.
Ву:	ву:
Landowner	Landowner
Landowner(s) was/were provided a copy of Acquisition Brochure Entitled, "Acquiring for Federal and Federal-Aid Program and Pro	ng Real Property YES NO no rojects."
Record of Offer(s) to Landowner by Negotia	ator:
First offer submitted on	, , in the amount of \$
	,, in the amount of \$
	,, in the amount of \$
Fourth Offer Submitted on	,, in the amount of \$
Reason(s) new offer(s) justified for an Value:	a amount above or below the Estimate of
A. Authorized on,,	, By:
B. Change is for Land: \$	
Damages: \$	
C. Reason(s) change is justified:	
Ci erro e haves e	Data

Signature: Date: County Highway Superintendent/City Engineer

RECORD OF CALLS/VISITS AND DISCUSSION RECORD TO ACCOMPANY ESTABLISHED PAYMENT FORM LG-ROW-4

PROJECT NO:	PCN:	COUNTY/CITY:	
LANDOWNER:			
NAME OF NEGOTIATOR:			
TITLE:			
The following document(s) to Construction Right of Plan Sheet Document			
Call/Visit Number: 1 Time: AM / PM Visit Location: List people present during			
hist people present during	meeting.		
Notes of the Discussion:			
Notes of the Discussion: _			
Call/Visit Number: 2			
Time: AM / PM	Date:		
Visit Location:			
List people present during	meeting:		
Notes of the Discussion:			
-			
Call/Visit Number: 3			
Time: AM / PM	Date:		
Visit Location:			
List people present during	meeting:		
Notes of the Discussion:			
_			
Call/Visit Number: 4			
Time: AM / PM	Date:		
Visit Location:			
List people present during	meeting:		
Notes of the Discussion: _			

Note: Please indicate in the Notes of Discussion, any agreement made as part of the acquisition by established payment, such as an additional approach, a load of gravel, etc.

RIGHT OF WAY AGREEMENT - PURCHASE

Owner Name:	Project No.
Address:	PCN No.
	Parcel No.
	County/City
This Agreement is entered into this day of for highway right-of-way and facilities, by and, hereinafter refer County/City, acti	d between
Board of Commissioners, hereinafter referred to	as "Grantee";
RECITALS:	
 Grantee contemplates the construction, open highway/city street as described by re Auditor/City Finance Office, and as designat 	esolution on file in the County
2. A portion of the right-of-way for such high real property hereinafter described as:	hway is located over and across the
Legal Description:	
NOW, THEREFORE, the parties hereto agree and un	
1. This Agreement shall be in full force abandoned by proper action of the Grantee.	and effect until such highway is
2. The following special agreements, mutually parties, are incorporated herein and hereby	
a	
b	
C.	
3. The Grantor has executed and delivered aabove described real property to Grantee amount of \$ Total considera land conveyed, temporary easement(s), and daretained salvage value.	ation consists of \$ for
4. The Grantor, by delivering to Grantee the pabove described property to the Grantee, and of the above amount, less any deduction encumbrance necessary to guarantee a good a releases the Grantee from any claims or day to the adjacent property because of constructions of the discontinuous description.	nd upon Grantor's receipt of payment necessary to satisfy any lien or and sufficient title to the Grantee, mages accruing or alleged to accrue
5. The Grantor, Grantor's heirs, successors, or disturb any of the above described high without the Grantee's, or Grantee's duly a	hway facilities or portion thereof,

and then only to the extent and under the conditions as designated by the Grantee or Grantee's duly authorized representative.

6. Grantor grants permission to the Grantee to enter upon the above described property to commence construction upon approval of this Agreement with the understanding payment will be made as soon as all required documents and releases are properly signed and received by the Grantee and a voucher is processed for payment.

In witness whereof, the parties hereto have caused this Agreement to be executed as of the date written above.

Legal Name of Grantor:	County/City of
	By:
ву:	Its: County Commission Chairperson/
Name:	
Title:	Attest:
(Corporate Seal)	County Auditor/City Finance Officer
	[County/City Seal]
GRANTOR ACKNOWLEDGMENT	
STATE OF)	
COUNTY OF)	
me,, a No personally appeared,	of, in the year of, before tary Public, within and for said County and State,, who acknowledged
nimseli/nersell to be the	OI
_	, a corporation, and that he/she, as such, being authorized so to do, executed the
foregoing instrument for the pur	rposes therein stated, by signing the name of the
In witness whereof I hereunto set	t my hand and official seal.
	Notary Public
[Notary Seal]	My Commission Expires:

HIGHWAY USE DEED

Project No:	PCN No	No: Parcel No:			
County/City:					
consideration of					
Dollars, GRANTS, CONVEYS, and	WARRANTS to				
, hereinafter	referred to	as "Grant	ee," of _		
				P	.O., all
interest in the following des	cribed real	estate:			
This Highway Use Deed is reversionary rights.	given for	highway	purposes	only, wi	th full
Dated this	day of			20	
Legal Name of Grantor:					
By:	_				
Name:					
Title:					
(Corporate Seal)					

LG ROW-HwyUseDeed-CORPS(Approved 2/5/09) Page 1 of 2 DOT/LGA: _____

Acknowledgment

State of				
County of) SS)			
On this the	day of	in t	he	year
of, before me,	, a Notary Public within	and f	Eor	said
County and State, personal	ly appeared,	,		who
acknowledged himself/herse	elf to be the,	, of _		
	, a corporation, and that he/she, as suc	ch		
	, being authorized so to do, executed to	the fo	oreg	joing
instrument for the purpo	oses therein stated, by signing the	name	of	the
corporation by himself/her	self as			
In witness whereof I	hereunto set my hand and official seal			
	Notary Public			
(Notary Seal)	My Commission Expires:			

LG ROW-HwyUseDeed-CORPS(Approved 2/5/09) Page 2 of 2 DOT/LGA: _____

LGA ROW Forms for Limited Liability Companies (LLC's)



AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT	' NO:	PCN:	COUNTY/ CITY:	PARCEL NO:
of hereina	this Agreement is m	_ acting by an as "COUNTY/CIT" _, whose posta	d through its I," and	between the County/City County/City Commission, as "DONOR";
	HEREAS, COUNTY/CI on, and maintenanc			sements for construction,
P	erpetual Easement:			
T	emporary Easement:			
and in conside DONOR, the abo	consideration of ration, the recei	reby voluntari E One Dollar pt and adequad d easements as	ly grant and ((\$1.00) and cy of which as shown on the	gree as follows: donate to COUNTY/CITY, for other good and valuable re hereby acknowledged by plans for construction of
	LG-ROW-1-LLC (App:	roved 2/5/09)	Page 1 of 3	B DOT/LGA:

- 2. DONOR understands DONOR'S right to have an appraisal prepared and DONOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.
- 3. DONOR shall not erect fences, structures, or obstacles within the perpetual easement.
- 4. DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.
- 5. The perpetual easement shall be in effect until the highway is abandoned by the proper action of the COUNTY/CITY Commission and the temporary easement shall be in effect until one (1) year after construction of the Project is completed.

Project is completed.	
IN WITNESS WHEREOF, the partie executed on this day of	es hereto have caused this Agreement to be in the year
Legal Name of Donor	County/City of
	By:
By:	Its: County Commission Chairperson/ City Mayor
Title:	
(Corporate Seal)	County Auditor/City Finance Officer
	[County/City Seal]
DONOR ACKNOWLEDGMENT	
STATE OF))ss COUNTY OF)	
, a limited liabilit	in the year of, a Notary Public, within and for said County, who acknowledgedofofty company, and that he/she, as such
, being aut	thorized so to do, executed the foregoing stated, by signing the name of the limited
In witness whereof I hereunto set my	y hand and official seal.
	Notary Public
[Notary Seal]	My Commission Expires:
LG-ROW-1-LLC (Approved 2/5/0	9) Page 2 of 3 DOT/LGA:

RECORD OF CALLS/VISITS AND DISCUSSION RECORD TO ACCOMPANY DONATION FORM LG-ROW-1-LLC

PROJECT NO:	PCN:	CO	UNTY/CITY:		
LANDOWNER:					
NAME OF NEGOTIATO	R:				
The following doc	ument(s) was/were	shown and/or	explained	l to the Land	owner:
Construction Plan Sheet	Right of Way Document(s)	Right of Brochu	of Way res	Other	
Call/Visit Number Time: Visit Location: List people prese	AM/PM Date:				
Notes of the Disc	ussion:				
Call/Visit Number Time: Visit Location: List people prese	AM/PM Date:				
5 11 5					
Notes of the Disc	ussion:				
Call/Visit Number Time: Visit Location: List people prese	AM/PM Date:				
Notes of the Disc	ussion:				
Visit Location:	: 4 AM/PM Date: nt during meeting:				
	ir during meeting.	· <u>- </u>			
Notes of the Disc	uggion:				
Notes of the Disc	ussion.				
	icate in the Notes such as an additio				
LG-ROW-1-I	LC (Approved 2/5/	09) Page	3 of 3	DOT/LGA:	

AGREEMENT FOR RIGHT OF WAY ACQUISITION BY ESTABLISHED PAYMENT PROJECT NO: PCN: COUNTY/CITY: PARCEL NO: This Agreement is made and entered into by and between the County/City of ______, acting by and through its County/City Commission, hereinafter referred to as "COUNTY/CITY," and , whose postal address is , hereinafter referred to as "GRANTOR"; WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway: Perpetual Easement: Temporary Easement: WHEREAS, GRANTOR understands GRANTOR'S right to have an appraisal prepared and GRANTOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended; and, WHEREAS, GRANTOR hereby waives any right to such appraisal; NOW, THEREFORE, the parties agree the total payment for all property interest acquired by the ${\tt COUNTY/CITY}$ for the easements described above as shown on the plans for construction of the above cited PROJECT, is as follows:

LG-ROW-2-LLC (Approved 2/5/09) Page 1 of 4 DOT/LGA: _____

Perpetual Easement:	
acres/sq. ft. at \$	acres/sq. ft. at \$
Temporary Easement:	
acres/sq. ft. at \$	acres/sq. ft. at \$
	Total = \$
Special Conditions:	
1. GRANTOR shall not erect fences perpetual easement.	s, structures, or obstacles within the
2. GRANTOR grants permission to to enter upon above described easement up	COUNTY/CITY or COUNTY'S/CITY'S agent pon approval of this Agreement.
3. The perpetual easement shall abandoned by proper action of the COUN easement shall be in effect until one project is completed.	
IN WITNESS WHEREOF, the parties he executed on this day of	ereto have caused this Agreement to be in the year of
Legal Name of Grantor:	City/County of
	Ву:
By: Name:	Its: County Commission Chairperson/ City Mayor
Title:	Attest:
(Corporate Seal)	County Auditor/City Finance Officer
	(County/City Seal)
[Grantor Acknowledgment Form to Follow]	
LG-ROW-2-LLC (Approved 2/5/09)	Page 2 of 4 DOT/LGA:

GRANTOR ACKNOWLEDGMENT State of ______) County of ______)ss , a limited liability company, and that he/she, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein stated, by signing the name of the limited liability company by himself/herself as ______. In witness whereof I hereunto set my hand and official seal. Notary Public My Commission Expires: (Notary Seal)

LG-ROW-2-LLC (Approved 2/5/09) Page 3 of 4 DOT/LGA: _____

RECORD OF CALLS/VISITS AND DISCUSSION RECORD TO ACCOMPANY ESTABLISHED PAYMENT FORM LG-ROW-2-LLC

PROJECT NO:	PCN:	COUNTY/CITY:	
LANDOWNER:			
NAME OF NEGOTI	ATOR:		
TITLE:			
		shown and/or explained to the Landowner: Right of Way Brochures Other	
Visit Location	AM / PM Date:		
Notes of the D	iscussion:		
Visit Location	AM / PM Date:		
Notes of the D	oi aguagi on :		
Notes of the L	JISCUSSIOII:		
-			
Visit Location	AM / PM Date:	·	
Notes of the D)iscussion:		
Noces of the f			
Visit Location	AM / PM Date:		
List people pr	esent during meeting	:	
Notes of the D	oiscussion:		
	tion by established p	of Discussion, any agreement made as part payment, such as an additional approach, a	
LG-ROW	-2-LLC (Approved 2/5/	/09) Page 4 of 4 DOT/LGA:	

ESTIMATE OF VALUE - PURCHASE

The purpose of this form is to estimate the fair market value of real property to be acquired for highway purposes. This form may be used where the valuation is uncomplicated and the estimated fair market value is Twenty Five Thousand Dollars (\$25,000) or less, not including fence.

Owner Name:			Project	Project No.			
Address:			DCM NO				
Legal Description:							
Permanent Easements:	@		per				
-			per			\$	
_	@	\$	per		. =	\$	
Improvements:					. =	\$	
Temporary Easements:		\$	per		. =	\$	
<u>-</u>	@	\$	per _		_ =	\$	
_	@	\$	per		. =	\$	
			Total (under	\$25,000)	=	\$	
				Rounded	=	\$	
Fence in Acquisition:	ft.	@ \$	}	per ft.	=	\$	
			3				
	 Total Estin		Compensation	_			
				Rounded	=	\$	
Estimate Based On:							
Photographs Yes	No		Roll	Expo	sur		
						-	
Relocation Items:							
Remarks (If Any):							
Date of Inspection:							
Date of Estimate:		Si	gnature:				
				Estir			
Administrative Approval:				Date:			
	County Highway City Eng		rintendent/				

LG-ROW-3 (Approved 2/5/09) Chapter 5 - Appendix 1

WRITTEN OFFER(S) AND NEGOTIATIONS RECORD

Owner Name:	
Address:	
	Parcel No. County/City
Legal Description:	
T County High	nway Sunarintandant/City Finance Officer
of , County High	City), on this the day of
Real property at the fair market value pri \$is foracres	n offer to acquire the above described
Real property at the fair market value pri	ce of \$, of which
is for acres of temporary ea	of perpetual easement, \$is for
damages/improvements.	
This is just a written offer and negotiat not bind nor require him/her to accept the	
to do so, it only indicates that he/she re	
LANDOWNER ACKNOWLEDGMENT	
LANDOWNER ACKNOWLEDGMENT	
${\ensuremath{I}}/{\ensuremath{We}}$, the undersigned, hereby acknowledge	
as indicated above, in the amount of \$	
real property and do hereby agree to eithe	er accept or decline said offer.
By:	By:
Landowner	Landowner
Landowner(s) was/were provided a copy of	the USDOT FHWA
Acquisition Brochure Entitled, "Acquiring	
for Federal and Federal-Aid Program and Pr	
Record of Offer(s) to Landowner by Negotia	tor:
First offer submitted on	, , in the amount of \$
Second offer submitted on	
Third Offer submitted on	
Fourth Offer Submitted on	,, in the amount of \$
Reason(s) new offer(s) justified for an Value:	amount above or below the Estimate of
A. Authorized on,	, By:
B. Change is for Land: \$	
Damages: \$	Improvements: \$
. , <u> </u>	
Gianaturo:	Date:

County Highway Superintendent/City Engineer

RECORD OF CALLS/VISITS AND DISCUSSION RECORD TO ACCOMPANY ESTABLISHED PAYMENT FORM LG-ROW-4

PROJECT NO:	PCN:	COUNTY/CITY:	
LANDOWNER:			
NAME OF NEGOTIATOR:			
TITLE:			
The following document(s) to Construction Right of Plan Sheet Document			
Call/Visit Number: 1 Time: AM / PM Visit Location: List people present during			
hist people present during	meeting.		
Notes of the Discussion:			
Notes of the Discussion: _			
Call/Visit Number: 2			
Time: AM / PM	Date:		
Visit Location:			
List people present during	meeting:		
Notes of the Discussion:			
-			
Call/Visit Number: 3			
Time: AM / PM	Date:		
Visit Location:			
List people present during	meeting:		
Notes of the Discussion:			
_			
Call/Visit Number: 4			
Time: AM / PM	Date:		
Visit Location:			
List people present during	meeting:		
Notes of the Discussion: _			

Note: Please indicate in the Notes of Discussion, any agreement made as part of the acquisition by established payment, such as an additional approach, a load of gravel, etc.

RIGHT OF WAY AGREEMENT - PURCHASE

Owner Name: Address:	Project No. PCN No. Parcel No. County/City
This Agreement is entered into this day of for highway right-of-way and facilities, by and, hereinafter refer, county/City, acti	l between
Board of Commissioners, hereinafter referred to	as "Grantee";
RECITALS:	
 Grantee contemplates the construction, open highway/city street as described by re Auditor/City Finance Office, and as designat 	solution on file in the County
2. A portion of the right-of-way for such high real property hereinafter described as:	hway is located over and across the
Legal Description:	
NOW, THEREFORE, the parties hereto agree and un 1. This Agreement shall be in full force abandoned by proper action of the Grantee.	
 The following special agreements, mutually parties, are incorporated herein and hereby a. 	
b.	
c	
3. The Grantor has executed and delivered aabove described real property to Grantee amount of \$ Total considera land conveyed, temporary easement(s), and da retained salvage value.	for a total consideration in the ation consists of \$ for
4. The Grantor, by delivering to Grantee the pabove described property to the Grantee, and of the above amount, less any deduction encumbrance necessary to guarantee a good a releases the Grantee from any claims or dat to the adjacent property because of constructions of the description of the des	nd upon Grantor's receipt of payment necessary to satisfy any lien or and sufficient title to the Grantee, mages accruing or alleged to accrue
5. The Grantor, Grantor's heirs, successors, o or disturb any of the above described high without the Grantee's, or Grantee's duly a	hway facilities or portion thereof,

and then only to the extent and under the conditions as designated by the Grantee or Grantee's duly authorized representative.

6. Grantor grants permission to the Grantee to enter upon the above described property to commence construction upon approval of this Agreement with the understanding payment will be made as soon as all required documents and releases are properly signed and received by the Grantee and a voucher is processed for payment.

In witness whereof, the parties hereto have caused this Agreement to be executed as of the date written above.

Legal Name of Grantor:	County/City of				
	By:				
Ву:	Its: County Commission Chairperson/ City Mayor				
Name:					
Title:	Attest:				
(Corporate Seal)	County Auditor/City Finance Officer				
	[County/City Seal]				
GRANTOR ACKNOWLEDGMENT					
STATE OF)					
COUNTY OF)					
me,, a Nota personally appeared himself/herself to be the	f in the year of, before ry Public, within and for said County and State,, who acknowledged of				
as such	, a limited liability company, and that he/she, , being authorized so to do, executed the oses therein stated, by signing the name of the				
In witness whereof I hereunto set m	my hand and official seal.				
	Notary Public				
[Notary Seal]	My Commission Expires:				

HIGHWAY USE DEED

Project No:	PCN N	o:	Pa	arcel No	:	
County/City:						
	C	County/Cit	y, South D	Dakota, :	for and	d in
consideration of						
Dollars, GRANTS, CONVEYS, and , hereinafter						
					P.O.,	all
interest in the following des						
This Highway Use Deed is reversionary rights.	given for	highway	purposes	only,	with	full
Dated this	day of			20	<u> </u>	
Legal Name of Grantor:						
ву:						
Name:						
Title:						
(Corporate Seal)						

LG ROW-HwyUseDeed-LLC(Approved 2/5/09) Page 1 of 2 DOT/LGA: _____

Acknowledgment

State of	_)			
)SS			
County of	_)			
On this the	_ day of	_ in	the	year
of, before me,	, a Notary Public withi	n and	for	said
County and State, persona	lly appeared	_,		who
acknowledged himself/hers	elf to be the	_, of		
	, a limited liability company, and the	hat he	e/she	e, as
such	, being authorized so t	o do,	exe	cuted
the foregoing instrument	for the purposes therein stated, by si	gning	the	name
of the limited liability	company by himself/herself as			
In witness whereof	I hereunto set my hand and official sea	ıl.		
	Notary Public			
	My Commission Expires:			
(Notary Seal)				

LG ROW-HwyUseDeed-LLC(Approved 2/5/09) Page 2 of 2 DOT/LGA: _____

LGA ROW Forms for Local Governments



AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO:	PCN:	COUNTY/ CITY:	PARCEL NO:
This Agreement is of hereinafter referred to a	acting by an	d through its C	petween the County/City ounty/City Commission,
	, whose posta		
	_, hereinafter	referred to as	"DONOR";
WHEREAS, COUNTY/CI operation, and maintenand			ements for construction,
Perpetual Easement	:		
Temporary Easement	:		
NOW, THEREFORE, DOI	NOR and COUNTY	/CITY hereby agi	ree as follows:
and in consideration o consideration, the recei	f One Dollar .pt and adequa	(\$1.00) and occurred of which are	onate to COUNTY/CITY, for other good and valuable e hereby acknowledged by olans for construction of
Stipulations of con	nditional dona	tion:	
LG-ROW-1-2LGS (Ap	proved 2/5/09)	Page 1 of 3	DOT/LGA:

- 2. DONOR understands DONOR'S right to have an appraisal prepared and DONOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.
- 3. DONOR shall not erect fences, structures, or obstacles within the perpetual easement.
- 4. DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.
- 5. The perpetual easement shall be in effect until the highway is abandoned by the proper action of the COUNTY/CITY Commission and the temporary easement shall be in effect until one (1) year after construction of the Project is completed.

IN WITNESS WHEREOF, the parties hexecuted on this day of	ereto have caused this Agreement to be in the year
DONOR: County/City of	County/City of
By:	ву:
Its: County Commission Chairperson/ City Mayor	
Attest:	Attest:
County Auditor/City Finance Officer	County Auditor/City Finance Officer
[County/City Seal]	[County/City Seal]
DONOR ACKNOWLEDGMENT	
STATE OF))ss COUNTY OF)	
personally appearedcase may be ofsatisfactorily proven to be the person	, 20, before me, thin and for said County and State, , of the state, county, or city as the , known to me or described in the foregoing instrument, the same in the capacity therein stated
In witness whereof I hereunto set my ha	and and official seal.
	Notary Public
[Notary Seal]	My Commission Expires:
LG-ROW-1-2LGS (Approved 2/5/09)	Page 2 of 3 DOT/LGA:

RECORD OF CALLS/VISITS AND DISCUSSION RECORD TO ACCOMPANY DONATION FORM LG-ROW-1-2LGS

		PCN:	COUNTY/CITY	:	
LANDOWNER:					
NAME OF NEGOT	IATOR:				
TITLE:					
The following	document(s) wa	s/were shown a	and/or explaine	ed to the Landov	mer:
Construction Plan Sheet		Way R.s) B:	ight of Way rochures	Other	
Visit Location	AM/PM Dat				
Notes of the I	Discussion:				
Visit Location	AM/PM Dat				
Notes of the I	Discussion:				
Visit Location	AM/PM Dat				
Notes of the I	Discussion:				
Visit Location	AM/PM Dat				
Notes of the I	Diagnagion:				
NOTES OF THE I	DISCUSSION.				
				agreement made a of gravel, etc.	

LG-ROW-1-2LGS (Approved 2/5/09) Page 3 of 3 DOT/LGA: _____

AGREEMENT FOR RIGHT OF WAY ACQUISITION BY ESTABLISHED PAYMENT PROJECT NO: PCN: COUNTY/CITY: PARCEL NO: This Agreement is made and entered into by and between the County/City of ______, acting by and through its County/City Commission, hereinafter referred to as "COUNTY/CITY," and , whose postal address is , hereinafter referred to as "GRANTOR"; WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway: Perpetual Easement: Temporary Easement: WHEREAS, GRANTOR understands GRANTOR'S right to have an appraisal prepared and GRANTOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended; and, WHEREAS, GRANTOR hereby waives any right to such appraisal; NOW, THEREFORE, the parties agree the total payment for all property interest acquired by the COUNTY/CITY for the easements described above as shown on the plans for construction of the above cited PROJECT, is as follows: LG-ROW-2-2LGS (Approved 2/5/09) Page 1 of 4 DOT/LGA: _____

Perpetual Easement:	
acres/sq. ft. at \$	acres/sq. ft. at \$
Temporary Easement:	
acres/sq. ft. at \$	acres/sq. ft. at \$
	Total = \$
Special Conditions:	
1. GRANTOR shall not erect fences perpetual easement.	s, structures, or obstacles within the
2. GRANTOR grants permission to to enter upon above described easement up	COUNTY/CITY or COUNTY'S/CITY'S agent pon approval of this Agreement.
3. The perpetual easement shall abandoned by proper action of the COUN easement shall be in effect until one project is completed.	
IN WITNESS WHEREOF, the parties he executed on this day of	reto have caused this Agreement to be in the year of
GRANTOR: County/City of	County/City of
By:	ву:
Its: County Commission Chairperson/ City Mayor	Its: County Commission Chairperson/ City Mayor
Attest:	Attest:
County Auditor/City Finance Officer	County Auditor/City Finance Officer
[County/City Seal]	[County/City Seal]
[Grantor Acknowledgment Form to Follow]	
LG-ROW-2-2LGS (Approved 2/5/09)	Page 2 of 4 DOT/LGA:

GRANTOR ACKNOWLEDGMENT	
STATE OF)	
COUNTY OF)	
On this the day of, a Notary Public, with	, 20, before me, in and for said County and State,
personally appeared	, known to me or described in the foregoing instrument,
In witness whereof I hereunto set	my hand and official seal.
	Notary Public
(Notary Seal)	My Commission Expires:

LG-ROW-2-2LGS (Approved 2/5/09) Page 3 of 4 DOT/LGA: _____

RECORD OF CALLS/VISITS AND DISCUSSION RECORD TO ACCOMPANY ESTABLISHED PAYMENT FORM LG-ROW-2-LGS

PROJECT NO: PCN: COUNTY/CITY:
LANDOWNER:
NAME OF NEGOTIATOR:
TITLE:
The following document(s) was/were shown and/or explained to the Landowner: Construction Right of Way Right of Way Other Plan Sheet Document(s) Brochures
Call/Visit Number: 1 Time: AM / PM Date: Visit Location: List people present during meeting:
Notes of the Discussion:
Notes of the Discussion.
Call/Visit Number: 2 Time: AM / PM Date: Visit Location: List people present during meeting:
Notes of the Discussion:
Call/Visit Number: 3 Time: AM / PM Date: Visit Location: List people present during meeting:
Notes of the Discussion:
Call/Visit Number: 4 Time: AM / PM Date: Visit Location: List people present during meeting:
Notes of the Discussion:
Note: Please indicate in the Notes of Discussion, any agreement made as part of the acquisition by established payment, such as an additional approach, a load of gravel, etc.
LG-ROW-2-2LGS (Approved 2/5/09) Page 4 of 4 DOT/LGA:

ESTIMATE OF VALUE - PURCHASE

The purpose of this form is to estimate the fair market value of real property to be acquired for highway purposes. This form may be used where the valuation is uncomplicated and the estimated fair market value is Twenty Five Thousand Dollars (\$25,000) or less, not including fence.

Owner Name:			Project	t No.			
Address:		PCN No Parcel	PCN No. Parcel No. County/City				
Legal Description:							
Permanent Easements:	@	\$	per		_ =	\$	
_	@	\$	per		_ =	\$	
_	@	\$	per		_ =	\$	
Improvements:					_ =	\$	
Temporary Easements:	@	\$	per		=	\$	
_	@	\$	per		_ =	\$	
_	@	\$	per		=	\$	
			Total (under	\$25,000)	=	\$	
				Rounded	=	\$	
Fence in Acquisition:	ft.	@	\$	_ per ft.	=	\$	
_	ft.	@	\$	_ per ft.	=	\$	
	Total Estir	mated	Compensation	Due Owner	=	\$	
				Rounded	=	\$	
Estimate Based On:							
PhotographsYes	No		Roll	Expo	sure	e	
Relocation Items:							
Remarks (If Any):							
Date of Inspection:							
Date of Estimate:		S	ignature:				
				Esti	mato	or	
Administrative Approval:	-			Date:			
	County Highway City Eng						

LG-ROW-3 (Approved 2/5/09) Chapter 5 - Appendix 1

WRITTEN OFFER(S) AND NEGOTIATIONS RECORD

Owner Name:	
Address:	
	Parcel No. County/City
Legal Description:	
T County High	nway Sunarintandant/City Finance Officer
of , County High	City), on this the day of
Real property at the fair market value pri \$is foracres	n offer to acquire the above described
Real property at the fair market value pri	ce of \$, of which
is for acres of temporary ea	of perpetual easement, \$is for
damages/improvements.	
This is just a written offer and negotiat not bind nor require him/her to accept the	
to do so, it only indicates that he/she re	
LANDOWNER ACKNOWLEDGMENT	
LANDOWNER ACKNOWLEDGMENT	
${\ensuremath{I}}/{\ensuremath{We}}$, the undersigned, hereby acknowledge	
as indicated above, in the amount of \$	
real property and do hereby agree to eithe	er accept or decline said offer.
By:	By:
Landowner	Landowner
Landowner(s) was/were provided a copy of	the USDOT FHWA
Acquisition Brochure Entitled, "Acquiring	
for Federal and Federal-Aid Program and Pr	
Record of Offer(s) to Landowner by Negotia	tor:
First offer submitted on	, , in the amount of \$
Second offer submitted on	
Third Offer submitted on	
Fourth Offer Submitted on	,, in the amount of \$
Reason(s) new offer(s) justified for an Value:	amount above or below the Estimate of
A. Authorized on,	, By:
B. Change is for Land: \$	
Damages: \$	Improvements: \$
. , <u> </u>	
Gianaturo:	Date:

County Highway Superintendent/City Engineer

RECORD OF CALLS/VISITS AND DISCUSSION RECORD TO ACCOMPANY ESTABLISHED PAYMENT FORM LG-ROW-4

PROJECT NO:	PCN:	COUNTY/CITY:	
LANDOWNER:			
NAME OF NEGOTIATOR:			
TITLE:			
The following document(s) v Construction Right of Plan Sheet Document	was/were shown	and/or explained to Right of Way	o the Landowner:
Call/Visit Number: 1 Time: AM / PM Visit Location: List people present during			
mist people present during	meecing.		
Notes of the Discussion:			
-			
Call/Visit Number: 2 Time: AM / PM Visit Location:			
List people present during	meeting:		
-			
Notes of the Discussion:			
Call/Visit Number: 3 Time: AM / PM Visit Location:			
List people present during	meeting:		
Notes of the Discussion:			
-			
-			
Call/Visit Number: 4 Time: AM / PM Visit Location:	Date:		
List people present during	meeting:		
Notes of the Discussion: _			

Note: Please indicate in the Notes of Discussion, any agreement made as part of the acquisition by established payment, such as an additional approach, a load of gravel, etc.

RIGHT OF WAY AGREEMENT - PURCHASE

Owner Name:	Project No.		
Address:	PCN No. Parcel No.		
	County/City		
	d between rred to as "Grantor," and ing by and through its County/City		
Board of Commissioners, hereinafter referred to	o as "Grantee";		
RECITALS:			
 Grantee contemplates the construction, openighway/city street as described by readulator/City Finance Office, and as designated 	esolution on file in the County		
2. A portion of the right-of-way for such hig real property hereinafter described as:	hway is located over and across the		
Legal Description:			
NOW, THEREFORE, the parties hereto agree and un 1. This Agreement shall be in full force abandoned by proper action of the Grantee. 2. The following special agreements, mutuall parties, are incorporated herein and hereby a.	and effect until such highway is ly agreed upon by and between the		
b			
c.			
3. The Grantor has executed and delivered aabove described real property to Grantee amount of \$ Total consideral land conveyed, temporary easement(s), and daretained salvage value.	for a total consideration in the ation consists of \$ for		
4. The Grantor, by delivering to Grantee the above described property to the Grantee, as of the above amount, less any deduction encumbrance necessary to guarantee a good a releases the Grantee from any claims or dato the adjacent property because of construsial highway.	nd upon Grantor's receipt of payment necessary to satisfy any lien or and sufficient title to the Grantee, amages accruing or alleged to accrue		
5. The Grantor, Grantor's heirs, successors, or disturb any of the above described hig without the Grantee's, or Grantee's duly a	hway facilities or portion thereof,		

and then only to the extent and under the conditions as designated by the Grantee or Grantee's duly authorized representative.

6. Grantor grants permission to the Grantee to enter upon the above described property to commence construction upon approval of this Agreement with the understanding payment will be made as soon as all required documents and releases are properly signed and received by the Grantee and a voucher is processed for payment.

In witness whereof, the parties hereto have caused this Agreement to be executed as of the date written above.

GRANTOR:	
County/City of	County/City of
Ву:	By:
Its: County Commission Chairperson/ City Mayor	Its: County Commission Chairperson/ City Mayor
Attest:	Attest:
County Auditor/City Finance Officer	County Auditor/City Finance Officer
[County/City Seal]	[County/City Seal]
GRANTOR ACKNOWLEDGMENT	
STATE OF))ss COUNTY OF)	
me,, a Notary P personally appeared as the case may be of satisfactorily proven to be the person	in the year of, before ublic, within and for said County and State,, of the state, county, or city, known to me or described in the foregoing instrument, and same in the capacity therein stated and for
In witness whereof I hereunto set my ha	and and official seal.
	Notary Public
[Notary Seal]	My Commission Expires:

HIGHWAY USE DEED

Project No:	PCN No	:	Parcel No:		
County/City:		<u></u>			
consideration of					
Dollars, GRANTS, CONVEYS, and	WARRANTS to				
, hereinafter r	eferred to a	as "Grante	e," of		
				P.O., all	
interest in the following desc					
This Highway Use Deed is reversionary rights.	given for	highway	purposes only,	with full	
Dated this	lay of		, 20	·	
GRANTOR: County/City of					
Ву:					
Its: County Commission Chairpe City Mayor	rson/				
Attest:					
County Auditor/City Finance Of	ficer				
[County/City Seal]					
LG ROW-HwyUseDeed-2LGS(A	pproved 2/5	/09) Page	1 of 2 DOT/LGA:		

Acknowledgment

STATE OF			
COUNTY OF) SS)		
On this the	day of	in the	year
of, before me,	, a Notary Public within	and for	said
County and State, persona	lly appeared	, of	the
state, county, or city a	as the case may be of		
known to me or satisfac	ctorily proven to be the person descr	ribed in	ı the
foregoing instrument, and	d acknowledged that he/she executed the	same ir	n the
capacity therein stated as	nd for the purposes therein contained.		
In witness whereof	I hereunto set my hand and official seal	. •	
	Notary Public		
	My Commission Expires:		
(Notary Seal)			

LG ROW-HwyUseDeed-2LGS(Approved 2/5/09) Page 2 of 2 DOT/LGA: _____