

# 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.

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

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### **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**

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*\*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 re-establishment 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:

**LGA-ROW-6, RIGHT-OF-WAY CERTIFICATE:** 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](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](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: \_\_\_\_\_

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 "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Temporary Easement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 hereto have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

Donor \_\_\_\_\_ County/City of \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Its: County Commission Chairperson/  
City Mayor

By: \_\_\_\_\_

Attest:

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

\_\_\_\_\_  
County Auditor/City Finance Officer

[County/City Seal]

DONOR ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, within and for said County and State, personally appeared \_\_\_\_\_

\_\_\_\_\_ known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes therein stated.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

[Notary Seal]

My Commission Expires: \_\_\_\_\_

**RECORD OF CALLS/VISITS AND DISCUSSION RECORD  
TO ACCOMPANY DONATION FORM LG-R0W-1**

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 donation, such as an additional approach, a load of gravel, etc.

**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:

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, structures, or obstacles within the perpetual easement.

2. GRANTOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

3. The perpetual easement shall be in effect until the highway is abandoned by 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 hereto have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_.

Grantor(s) \_\_\_\_\_ City/County of \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Its: County Commission Chairperson/  
City Mayor

By: \_\_\_\_\_

Attest:

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

\_\_\_\_\_  
County Auditor/City Finance Officer

(County/City Seal)

[Grantor Acknowledgment Form to Follow]



**RECORD OF CALLS/VISITS AND DISCUSSION RECORD  
TO ACCOMPANY ESTABLISHED PAYMENT FORM LG-R0W-2**

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

**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 No. \_\_\_\_\_  
Address: \_\_\_\_\_ 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 Estimated Compensation Due Owner = \$ \_\_\_\_\_  
Rounded = \$ \_\_\_\_\_

Estimate Based On: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Photographs \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Roll \_\_\_\_\_ Exposure \_\_\_\_\_

Relocation Items: \_\_\_\_\_

Remarks (If Any): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Inspection: \_\_\_\_\_

Date of Estimate: \_\_\_\_\_ Signature: \_\_\_\_\_  
Estimator

Administrative Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
County Highway Superintendent/  
City Engineer



WRITTEN OFFER(S) AND NEGOTIATIONS RECORD

Owner Name: \_\_\_\_\_ Project No. \_\_\_\_\_
Address: \_\_\_\_\_ PCN No. \_\_\_\_\_
Parcel No. \_\_\_\_\_
County/City \_\_\_\_\_

Legal Description: \_\_\_\_\_

I, \_\_\_\_\_, County Highway Superintendent/City Finance Officer of \_\_\_\_\_ (County/City), on this the \_\_\_\_\_ day of \_\_\_\_\_, did make an offer to acquire the above described Real property at the fair market value price of \$ \_\_\_\_\_, of which \$ \_\_\_\_\_ is for \_\_\_\_\_ acres of perpetual easement, \$ \_\_\_\_\_ is for \_\_\_\_\_ acres of temporary easement and \$ \_\_\_\_\_ is for damages/improvements.

This is just a written offer and negotiations record. Signature by the Owner does not bind nor require him/her to accept the offer shown if he/she does not choose to do so, it only indicates that he/she received the information contained herein.

LANDOWNER ACKNOWLEDGMENT

I/We, the undersigned, hereby acknowledge receipt of an offer from the County/City as indicated above, in the amount of \$ \_\_\_\_\_ for the above described real property and do hereby agree to either accept or decline said offer.

By: \_\_\_\_\_ Landowner By: \_\_\_\_\_ Landowner

Landowner(s) was/were provided a copy of the USDOT FHWA Acquisition Brochure Entitled, "Acquiring Real Property for Federal and Federal-Aid Program and Projects." YES [ ] NO [ ]

Record of Offer(s) to Landowner by Negotiator:

First offer submitted on \_\_\_\_\_, \_\_\_\_\_, in the amount of \$ \_\_\_\_\_
Second offer submitted on \_\_\_\_\_, \_\_\_\_\_, in the amount of \$ \_\_\_\_\_
Third Offer submitted on \_\_\_\_\_, \_\_\_\_\_, in the amount of \$ \_\_\_\_\_
Fourth Offer Submitted on \_\_\_\_\_, \_\_\_\_\_, in the amount of \$ \_\_\_\_\_

Reason(s) new offer(s) justified for an amount above or below the Estimate of Value:

- A. Authorized on \_\_\_\_\_, \_\_\_\_\_, By: \_\_\_\_\_
B. Change is for Land: \$ \_\_\_\_\_ Easements: \$ \_\_\_\_\_
Damages: \$ \_\_\_\_\_ Improvements: \$ \_\_\_\_\_
C. Reason(s) change is justified: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_
County Highway Superintendent/City Engineer

**RECORD OF CALLS/VISITS AND DISCUSSION RECORD  
TO ACCOMPANY ESTABLISHED PAYMENT FORM LG-R0W-4**

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 between \_\_\_\_\_,
hereinafter referred to as "Grantor," and \_\_\_\_\_
County/City, acting by and through its County/City
Board of Commissioners, hereinafter referred to as "Grantee";

RECITALS:

- 1. Grantee contemplates the construction, operation, and maintenance of a county highway/city street as described by resolution on file in the County Auditor/City Finance Office, and as designated by the above project number; and
2. A portion of the right-of-way for such highway is located over and across the real property hereinafter described as:

Legal Description: \_\_\_\_\_

NOW, THEREFORE, the parties hereto agree and understand as follows:

- 1. This Agreement shall be in full force and effect until such highway is abandoned by proper action of the Grantee.
2. The following special agreements, mutually agreed upon by and between the parties, are incorporated herein and hereby made a part of this Agreement:
a. \_\_\_\_\_
b. \_\_\_\_\_
c. \_\_\_\_\_
3. The Grantor has executed and delivered a \_\_\_\_\_ deed conveying the above described real property to Grantee for a total consideration in the amount of \$\_\_\_\_\_. Total consideration consists of \$\_\_\_\_\_ for land conveyed, temporary easement(s), and damages, less \$\_\_\_\_\_ for retained salvage value.
4. The Grantor, by delivering to Grantee the properly executed deed conveying the above described property to the Grantee, and upon Grantor's receipt of payment of the above amount, less any deduction necessary to satisfy any lien or encumbrance necessary to guarantee a good and sufficient title to the Grantee, releases the Grantee from any claims or damages accruing or alleged to accrue to the adjacent property because of construction, operation, or maintenance of said highway.
5. The Grantor, Grantor's heirs, successors, or assigns, shall not interfere with or disturb any of the above described highway facilities or portion thereof, without the Grantee's, or Grantee's duly authorized representative's approval

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 _____
By: _____	By: _____
Name: _____	Its: County Commission Chairperson/ City Mayor
By: _____	Attest:
Name: _____	
	_____ County Auditor/City Finance Officer
	[County/City Seal]

GRANTOR ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
  )ss  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, within and for said County and State, personally appeared \_\_\_\_\_ known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes therein stated.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

[Notary Seal]

My Commission Expires: \_\_\_\_\_

**HIGHWAY USE DEED**

Project No: \_\_\_\_\_ PCN No: \_\_\_\_\_ Parcel No: \_\_\_\_\_  
County/City: \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as "Grantor," of \_\_\_\_\_  
County/City, South Dakota, for and in  
consideration of \_\_\_\_\_  
Dollars, GRANTS, CONVEYS, and WARRANTS to \_\_\_\_\_  
\_\_\_\_\_, hereinafter referred to as "Grantee," of \_\_\_\_\_  
\_\_\_\_\_. P.O., all  
interest in the following described real estate:

This Highway Use Deed is given for highway purposes only, with full  
reversionary rights.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

(Grantor)

Acknowledgment

State of \_\_\_\_\_ )  
 )SS  
County of \_\_\_\_\_ )

On this the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_,  
before me, \_\_\_\_\_, a Notary Public within and for said  
County and State, personally appeared \_\_\_\_\_  
\_\_\_\_\_ known to me to be the person(s) described in and  
who executed the foregoing instrument and acknowledged to me that he/she/they  
executed the same for the purposes herein stated.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Notary Seal)

# LGA ROW Forms for Corporations



**AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION**

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 "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Temporary Easement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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 hereto have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

Legal Name of Donor \_\_\_\_\_ County/City of \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: County Commission Chairperson/  
City Mayor

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

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

Attest:

(Corporate Seal)

\_\_\_\_\_  
County Auditor/City Finance Officer

[County/City Seal]

DONOR ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, within and for said County and State, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, 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 corporation by himself/herself as \_\_\_\_\_.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

[Notary Seal]

My Commission Expires: \_\_\_\_\_

**RECORD OF CALLS/VISITS AND DISCUSSION RECORD  
TO ACCOMPANY DONATION FORM LG-R0W-1-CORPS**

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 donation, such as an additional approach, a load of gravel, etc.

**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:

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, structures, or obstacles within the perpetual easement.

2. GRANTOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

3. The perpetual easement shall be in effect until the highway is abandoned by 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 hereto have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_.

Legal Name of Grantor: \_\_\_\_\_ City/County of \_\_\_\_\_

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]

GRANTOR ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 )SS  
County of \_\_\_\_\_ )

On this the \_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public within and for said County and State, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, 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 corporation by himself/herself as \_\_\_\_\_.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

(Notary Seal)

**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: \_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

**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 No. \_\_\_\_\_  
Address: \_\_\_\_\_ 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 Estimated Compensation Due Owner = \$ \_\_\_\_\_  
Rounded = \$ \_\_\_\_\_

Estimate Based On: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Photographs \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Roll \_\_\_\_\_ Exposure \_\_\_\_\_

Relocation Items: \_\_\_\_\_

Remarks (If Any): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Inspection: \_\_\_\_\_

Date of Estimate: \_\_\_\_\_ Signature: \_\_\_\_\_  
Estimator

Administrative Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
County Highway Superintendent/  
City Engineer

WRITTEN OFFER(S) AND NEGOTIATIONS RECORD

Owner Name: \_\_\_\_\_ Project No. \_\_\_\_\_
Address: \_\_\_\_\_ PCN No. \_\_\_\_\_
Parcel No. \_\_\_\_\_
County/City \_\_\_\_\_

Legal Description: \_\_\_\_\_

I, \_\_\_\_\_, County Highway Superintendent/City Finance Officer of \_\_\_\_\_ (County/City), on this the \_\_\_\_\_ day of \_\_\_\_\_, did make an offer to acquire the above described Real property at the fair market value price of \$ \_\_\_\_\_, of which \$ \_\_\_\_\_ is for \_\_\_\_\_ acres of perpetual easement, \$ \_\_\_\_\_ is for \_\_\_\_\_ acres of temporary easement and \$ \_\_\_\_\_ is for damages/improvements.

This is just a written offer and negotiations record. Signature by the Owner does not bind nor require him/her to accept the offer shown if he/she does not choose to do so, it only indicates that he/she received the information contained herein.

LANDOWNER ACKNOWLEDGMENT

I/We, the undersigned, hereby acknowledge receipt of an offer from the County/City as indicated above, in the amount of \$ \_\_\_\_\_ for the above described real property and do hereby agree to either accept or decline said offer.

By: \_\_\_\_\_ Landowner By: \_\_\_\_\_ Landowner

Landowner(s) was/were provided a copy of the USDOT FHWA Acquisition Brochure Entitled, "Acquiring Real Property for Federal and Federal-Aid Program and Projects." YES [ ] NO [ ]

Record of Offer(s) to Landowner by Negotiator:

First offer submitted on \_\_\_\_\_, \_\_\_\_\_, in the amount of \$ \_\_\_\_\_
Second offer submitted on \_\_\_\_\_, \_\_\_\_\_, in the amount of \$ \_\_\_\_\_
Third Offer submitted on \_\_\_\_\_, \_\_\_\_\_, in the amount of \$ \_\_\_\_\_
Fourth Offer Submitted on \_\_\_\_\_, \_\_\_\_\_, in the amount of \$ \_\_\_\_\_

Reason(s) new offer(s) justified for an amount above or below the Estimate of Value:

- A. Authorized on \_\_\_\_\_, \_\_\_\_\_, By: \_\_\_\_\_
B. Change is for Land: \$ \_\_\_\_\_ Easements: \$ \_\_\_\_\_
Damages: \$ \_\_\_\_\_ Improvements: \$ \_\_\_\_\_
C. Reason(s) change is justified: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_
County Highway Superintendent/City Engineer



**RECORD OF CALLS/VISITS AND DISCUSSION RECORD  
TO ACCOMPANY ESTABLISHED PAYMENT FORM LG-R0W-4**

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 between \_\_\_\_\_
\_\_\_\_\_, hereinafter referred to as "Grantor," and \_\_\_\_\_
\_\_\_\_\_ County/City, acting by and through its County/City
Board of Commissioners, hereinafter referred to as "Grantee";

RECITALS:

- 1. Grantee contemplates the construction, operation, and maintenance of a county highway/city street as described by resolution on file in the County Auditor/City Finance Office, and as designated by the above project number; and
2. A portion of the right-of-way for such highway is located over and across the real property hereinafter described as:

Legal Description: \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

NOW, THEREFORE, the parties hereto agree and understand as follows:

- 1. This Agreement shall be in full force and effect until such highway is abandoned by proper action of the Grantee.
2. The following special agreements, mutually agreed upon by and between the parties, are incorporated herein and hereby made a part of this Agreement:
a. \_\_\_\_\_
b. \_\_\_\_\_
c. \_\_\_\_\_
3. The Grantor has executed and delivered a \_\_\_\_\_ deed conveying the above described real property to Grantee for a total consideration in the amount of \$\_\_\_\_\_. Total consideration consists of \$\_\_\_\_\_ for land conveyed, temporary easement(s), and damages, less \$\_\_\_\_\_ for retained salvage value.
4. The Grantor, by delivering to Grantee the properly executed deed conveying the above described property to the Grantee, and upon Grantor's receipt of payment of the above amount, less any deduction necessary to satisfy any lien or encumbrance necessary to guarantee a good and sufficient title to the Grantee, releases the Grantee from any claims or damages accruing or alleged to accrue to the adjacent property because of construction, operation, or maintenance of said highway.
5. The Grantor, Grantor's heirs, successors, or assigns, shall not interfere with or disturb any of the above described highway facilities or portion thereof, without the Grantee's, or Grantee's duly authorized representative's approval

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: \_\_\_\_\_

Its: County Commission Chairperson/  
City Mayor

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

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

(Corporate Seal) \_\_\_\_\_  
County Auditor/City Finance Officer

[County/City Seal]

GRANTOR ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, within and for said County and State, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, 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 corporation by himself/herself as \_\_\_\_\_.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

[Notary Seal]

My Commission Expires: \_\_\_\_\_

**HIGHWAY USE DEED**

Project No: \_\_\_\_\_ PCN No: \_\_\_\_\_ Parcel No: \_\_\_\_\_  
County/City: \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as "Grantor," of \_\_\_\_\_  
County/City, South Dakota, for and in consideration of \_\_\_\_\_  
Dollars, GRANTS, CONVEYS, and WARRANTS to \_\_\_\_\_  
\_\_\_\_\_, hereinafter referred to as "Grantee," of \_\_\_\_\_  
\_\_\_\_\_ P.O., all interest in the following described real estate:

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

This Highway Use Deed is given for highway purposes only, with full reversionary rights.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Legal Name of Grantor:  
\_\_\_\_\_

By: \_\_\_\_\_

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

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

(Corporate Seal)

Acknowledgment

State of \_\_\_\_\_ )  
 )SS  
County of \_\_\_\_\_ )

On this the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_, before me, \_\_\_\_\_, a Notary Public within and for said County and State, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_, of \_\_\_\_\_, a corporation, 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 corporation by himself/herself as \_\_\_\_\_.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

(Notary Seal)

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



**AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION**

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 "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Temporary Easement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 hereto have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

Legal Name of Donor \_\_\_\_\_ County/City of \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_ 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 \_\_\_\_\_ in the year of \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, within and for said County and State, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, 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  
[Notary Seal] My Commission Expires: \_\_\_\_\_



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

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 donation, such as an additional approach, a load of gravel, etc.

**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:

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, structures, or obstacles within the perpetual easement.

2. GRANTOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

3. The perpetual easement shall be in effect until the highway is abandoned by 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 hereto have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_.

Legal Name of Grantor: \_\_\_\_\_ City/County of \_\_\_\_\_

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]

GRANTOR ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 )SS  
County of \_\_\_\_\_ )

On this the \_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public within and for said County and State, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, 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)

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

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

**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 No. \_\_\_\_\_  
Address: \_\_\_\_\_ 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 Estimated Compensation Due Owner = \$ \_\_\_\_\_  
Rounded = \$ \_\_\_\_\_

Estimate Based On: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Photographs \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Roll \_\_\_\_\_ Exposure \_\_\_\_\_

Relocation Items: \_\_\_\_\_

Remarks (If Any): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Inspection: \_\_\_\_\_

Date of Estimate: \_\_\_\_\_ Signature: \_\_\_\_\_  
Estimator

Administrative Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
County Highway Superintendent/  
City Engineer

WRITTEN OFFER(S) AND NEGOTIATIONS RECORD

Owner Name: \_\_\_\_\_ Project No. \_\_\_\_\_
Address: \_\_\_\_\_ PCN No. \_\_\_\_\_
Parcel No. \_\_\_\_\_
County/City \_\_\_\_\_

Legal Description: \_\_\_\_\_

I, \_\_\_\_\_, County Highway Superintendent/City Finance Officer of \_\_\_\_\_ (County/City), on this the \_\_\_\_\_ day of \_\_\_\_\_, did make an offer to acquire the above described Real property at the fair market value price of \$ \_\_\_\_\_, of which \$ \_\_\_\_\_ is for \_\_\_\_\_ acres of perpetual easement, \$ \_\_\_\_\_ is for \_\_\_\_\_ acres of temporary easement and \$ \_\_\_\_\_ is for damages/improvements.

This is just a written offer and negotiations record. Signature by the Owner does not bind nor require him/her to accept the offer shown if he/she does not choose to do so, it only indicates that he/she received the information contained herein.

LANDOWNER ACKNOWLEDGMENT

I/We, the undersigned, hereby acknowledge receipt of an offer from the County/City as indicated above, in the amount of \$ \_\_\_\_\_ for the above described real property and do hereby agree to either accept or decline said offer.

By: \_\_\_\_\_ Landowner By: \_\_\_\_\_ Landowner

Landowner(s) was/were provided a copy of the USDOT FHWA Acquisition Brochure Entitled, "Acquiring Real Property for Federal and Federal-Aid Program and Projects." YES [ ] NO [ ]

Record of Offer(s) to Landowner by Negotiator:

First offer submitted on \_\_\_\_\_, \_\_\_\_\_, in the amount of \$ \_\_\_\_\_
Second offer submitted on \_\_\_\_\_, \_\_\_\_\_, in the amount of \$ \_\_\_\_\_
Third Offer submitted on \_\_\_\_\_, \_\_\_\_\_, in the amount of \$ \_\_\_\_\_
Fourth Offer Submitted on \_\_\_\_\_, \_\_\_\_\_, in the amount of \$ \_\_\_\_\_

Reason(s) new offer(s) justified for an amount above or below the Estimate of Value:

- A. Authorized on \_\_\_\_\_, \_\_\_\_\_, By: \_\_\_\_\_
B. Change is for Land: \$ \_\_\_\_\_ Easements: \$ \_\_\_\_\_
Damages: \$ \_\_\_\_\_ Improvements: \$ \_\_\_\_\_
C. Reason(s) change is justified: \_\_\_\_\_

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) 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 between \_\_\_\_\_,
hereinafter referred to as "Grantor," and \_\_\_\_\_
County/City, acting by and through its County/City
Board of Commissioners, hereinafter referred to as "Grantee";

RECITALS:

- 1. Grantee contemplates the construction, operation, and maintenance of a county highway/city street as described by resolution on file in the County Auditor/City Finance Office, and as designated by the above project number; and
2. A portion of the right-of-way for such highway is located over and across the real property hereinafter described as:

Legal Description: \_\_\_\_\_

NOW, THEREFORE, the parties hereto agree and understand as follows:

- 1. This Agreement shall be in full force and effect until such highway is abandoned by proper action of the Grantee.
2. The following special agreements, mutually agreed upon by and between the parties, are incorporated herein and hereby made a part of this Agreement:
a. \_\_\_\_\_
b. \_\_\_\_\_
c. \_\_\_\_\_
3. The Grantor has executed and delivered a \_\_\_\_\_ deed conveying the above described real property to Grantee for a total consideration in the amount of \$\_\_\_\_\_. Total consideration consists of \$\_\_\_\_\_ for land conveyed, temporary easement(s), and damages, less \$\_\_\_\_\_ for retained salvage value.
4. The Grantor, by delivering to Grantee the properly executed deed conveying the above described property to the Grantee, and upon Grantor's receipt of payment of the above amount, less any deduction necessary to satisfy any lien or encumbrance necessary to guarantee a good and sufficient title to the Grantee, releases the Grantee from any claims or damages accruing or alleged to accrue to the adjacent property because of construction, operation, or maintenance of said highway.
5. The Grantor, Grantor's heirs, successors, or assigns, shall not interfere with or disturb any of the above described highway facilities or portion thereof, without the Grantee's, or Grantee's duly authorized representative's approval

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: \_\_\_\_\_

Its: County Commission Chairperson/  
City Mayor

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

Attest:

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

(Corporate Seal)

\_\_\_\_\_  
County Auditor/City Finance Officer

[County/City Seal]

GRANTOR ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, within and for said County and State, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, 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

[Notary Seal]

My Commission Expires: \_\_\_\_\_

**HIGHWAY USE DEED**

Project No: \_\_\_\_\_ PCN No: \_\_\_\_\_ Parcel No: \_\_\_\_\_  
County/City: \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as "Grantor," of \_\_\_\_\_  
County/City, South Dakota, for and in consideration of \_\_\_\_\_  
Dollars, GRANTS, CONVEYS, and WARRANTS to \_\_\_\_\_  
\_\_\_\_\_, hereinafter referred to as "Grantee," of \_\_\_\_\_  
\_\_\_\_\_ P.O., all interest in the following described real estate:

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

This Highway Use Deed is given for highway purposes only, with full reversionary rights.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Legal Name of Grantor:  
\_\_\_\_\_

By: \_\_\_\_\_

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

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

(Corporate Seal)

Acknowledgment

State of \_\_\_\_\_ )  
 )SS  
County of \_\_\_\_\_ )

On this the \_\_\_\_\_ day of \_\_\_\_\_ in the year  
of \_\_\_\_, before me, \_\_\_\_\_, a Notary Public within and for said  
County and State, personally appeared \_\_\_\_\_, who  
acknowledged himself/herself to be the \_\_\_\_\_, of \_\_\_\_\_  
\_\_\_\_\_, 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)

# LGA ROW Forms for Local Governments



**AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION**

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 "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Temporary Easement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 hereto have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

DONOR:  
County/City of \_\_\_\_\_ County/City of \_\_\_\_\_

By: \_\_\_\_\_ 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]

DONOR ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, within and for said County and State, personally appeared \_\_\_\_\_, of the state, county, or city as the case may be of \_\_\_\_\_, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

[Notary Seal]

**RECORD OF CALLS/VISITS AND DISCUSSION RECORD  
TO ACCOMPANY DONATION FORM LG-R0W-1-2LGS**

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 donation, such as an additional approach, a load of gravel, etc.



**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:

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, structures, or obstacles within the perpetual easement.

2. GRANTOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

3. The perpetual easement shall be in effect until the highway is abandoned by 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 hereto have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_.

GRANTOR:  
County/City of \_\_\_\_\_

County/City of \_\_\_\_\_

By: \_\_\_\_\_

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 Form to Follow]

GRANTOR ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, within and for said County and State, personally appeared \_\_\_\_\_, of the state, county, or city as the case may be of \_\_\_\_\_, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Notary Seal)

**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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

**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 No. \_\_\_\_\_  
Address: \_\_\_\_\_ 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 Estimated Compensation Due Owner = \$ \_\_\_\_\_  
Rounded = \$ \_\_\_\_\_

Estimate Based On: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Photographs \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Roll \_\_\_\_\_ Exposure \_\_\_\_\_

Relocation Items: \_\_\_\_\_

Remarks (If Any): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Inspection: \_\_\_\_\_

Date of Estimate: \_\_\_\_\_ Signature: \_\_\_\_\_  
Estimator

Administrative Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
County Highway Superintendent/  
City Engineer

WRITTEN OFFER(S) AND NEGOTIATIONS RECORD

Owner Name: \_\_\_\_\_ Project No. \_\_\_\_\_
Address: \_\_\_\_\_ PCN No. \_\_\_\_\_
Parcel No. \_\_\_\_\_
County/City \_\_\_\_\_

Legal Description: \_\_\_\_\_

I, \_\_\_\_\_, County Highway Superintendent/City Finance Officer of \_\_\_\_\_ (County/City), on this the \_\_\_\_\_ day of \_\_\_\_\_, did make an offer to acquire the above described Real property at the fair market value price of \$ \_\_\_\_\_, of which \$ \_\_\_\_\_ is for \_\_\_\_\_ acres of perpetual easement, \$ \_\_\_\_\_ is for \_\_\_\_\_ acres of temporary easement and \$ \_\_\_\_\_ is for damages/improvements.

This is just a written offer and negotiations record. Signature by the Owner does not bind nor require him/her to accept the offer shown if he/she does not choose to do so, it only indicates that he/she received the information contained herein.

LANDOWNER ACKNOWLEDGMENT

I/We, the undersigned, hereby acknowledge receipt of an offer from the County/City as indicated above, in the amount of \$ \_\_\_\_\_ for the above described real property and do hereby agree to either accept or decline said offer.

By: \_\_\_\_\_ Landowner By: \_\_\_\_\_ Landowner

Landowner(s) was/were provided a copy of the USDOT FHWA Acquisition Brochure Entitled, "Acquiring Real Property for Federal and Federal-Aid Program and Projects." YES [ ] NO [ ]

Record of Offer(s) to Landowner by Negotiator:

First offer submitted on \_\_\_\_\_, \_\_\_\_\_, in the amount of \$ \_\_\_\_\_
Second offer submitted on \_\_\_\_\_, \_\_\_\_\_, in the amount of \$ \_\_\_\_\_
Third Offer submitted on \_\_\_\_\_, \_\_\_\_\_, in the amount of \$ \_\_\_\_\_
Fourth Offer Submitted on \_\_\_\_\_, \_\_\_\_\_, in the amount of \$ \_\_\_\_\_

Reason(s) new offer(s) justified for an amount above or below the Estimate of Value:

- A. Authorized on \_\_\_\_\_, \_\_\_\_\_, By: \_\_\_\_\_
B. Change is for Land: \$ \_\_\_\_\_ Easements: \$ \_\_\_\_\_
Damages: \$ \_\_\_\_\_ Improvements: \$ \_\_\_\_\_
C. Reason(s) change is justified: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_
County Highway Superintendent/City Engineer

**RECORD OF CALLS/VISITS AND DISCUSSION RECORD  
TO ACCOMPANY ESTABLISHED PAYMENT FORM LG-R0W-4**

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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 between \_\_\_\_\_
\_\_\_\_\_, hereinafter referred to as "Grantor," and \_\_\_\_\_
\_\_\_\_\_ County/City, acting by and through its County/City
Board of Commissioners, hereinafter referred to as "Grantee";

RECITALS:

- 1. Grantee contemplates the construction, operation, and maintenance of a county
highway/city street as described by resolution on file in the County
Auditor/City Finance Office, and as designated by the above project number; and
2. A portion of the right-of-way for such highway is located over and across the
real property hereinafter described as:

Legal Description: \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

NOW, THEREFORE, the parties hereto agree and understand as follows:

- 1. This Agreement shall be in full force and effect until such highway is
abandoned by proper action of the Grantee.
2. The following special agreements, mutually agreed upon by and between the
parties, are incorporated herein and hereby made a part of this Agreement:
a. \_\_\_\_\_
b. \_\_\_\_\_
c. \_\_\_\_\_
3. The Grantor has executed and delivered a \_\_\_\_\_ deed conveying the
above described real property to Grantee for a total consideration in the
amount of \$\_\_\_\_\_. Total consideration consists of \$\_\_\_\_\_ for
land conveyed, temporary easement(s), and damages, less \$\_\_\_\_\_ for
retained salvage value.
4. The Grantor, by delivering to Grantee the properly executed deed conveying the
above described property to the Grantee, and upon Grantor's receipt of payment
of the above amount, less any deduction necessary to satisfy any lien or
encumbrance necessary to guarantee a good and sufficient title to the Grantee,
releases the Grantee from any claims or damages accruing or alleged to accrue
to the adjacent property because of construction, operation, or maintenance of
said highway.
5. The Grantor, Grantor's heirs, successors, or assigns, shall not interfere with
or disturb any of the above described highway facilities or portion thereof,
without the Grantee's, or Grantee's duly authorized representative's approval



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 \_\_\_\_\_

By: \_\_\_\_\_

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 \_\_\_\_\_ )

On this the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, within and for said County and State, personally appeared \_\_\_\_\_, of the state, county, or city as the case may be of \_\_\_\_\_, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_

Notary Public

[Notary Seal]

My Commission Expires: \_\_\_\_\_

**HIGHWAY USE DEED**

Project No: \_\_\_\_\_ PCN No: \_\_\_\_\_ Parcel No: \_\_\_\_\_  
County/City: \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as "Grantor," of  
\_\_\_\_\_ County/City, South Dakota, for and in  
consideration of \_\_\_\_\_  
Dollars, GRANTS, CONVEYS, and WARRANTS to \_\_\_\_\_  
\_\_\_\_\_, hereinafter referred to as "Grantee," of \_\_\_\_\_  
\_\_\_\_\_ P.O., all  
interest in the following described real estate:

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

This Highway Use Deed is given for highway purposes only, with full  
reversionary rights.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

GRANTOR:  
County/City of \_\_\_\_\_

By: \_\_\_\_\_

Its: County Commission Chairperson/  
City Mayor

Attest:

\_\_\_\_\_  
County Auditor/City Finance Officer

[County/City Seal]

Acknowledgment

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_, before me, \_\_\_\_\_, a Notary Public within and for said County and State, personally appeared \_\_\_\_\_, of the state, county, or city as the case may be of \_\_\_\_\_, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

(Notary Seal)