

RIGHT OF WAY CONSULTANT REQUIREMENTS & UPDATED FORMS

MICHAEL KNOX, ROW PROGRAM MANAGER

RAY BARCHENGER, SR/WA, R/W-RAC IRWA PRESIDENT ELECT

BRAD FAIMAN, IRWA R/W-NAC

ROXINNE A. MCPHAIL, IRWA R/W-NAC, SR/WA CANDIDATE

NDDOT REALTY OFFICERS

Overview

- Consultant / NDDOT Relationships
- Budget
- Deadlines
- New Requirements in the RFP Process
 - Education
 - ROW Negotiator Biographies
 - Preliminary Project Meetings
- Updated Forms
- Common Issues
- Aerial Map Overlay

Consultant & NDDOT Relationships

- Communication
- ROW Tech Support
- Lunch and Learn



Budget

- Budget is not as substantial as in the past Biennium's
- Accountability
- Efficiency
- Expectations



Deadlines

- Overall timelines
 - Environmental documents
 - Surveys & design
 - Title & plats
 - FHWA Funding Approval/Cost Estimates
 - Appraisal
- ROW status reports
 - Weekly updates
- Aerial map overlay
 - Regular updates



NEW Requirements In RFP Education

FHWA – NHI Course # 141045

Real Estate Acquisition under the Uniform Act: An Overview

https://www.nhi.fhwa.dot.gov/training/course_search.aspx?sf=0&course_no=141045

- REQUIRED in RFP process
- Every person negotiating ROW with a landowner
- Appraisers – Appraisal Institute class

NEW Requirements In RFP Negotiator Biographies

Addendum A

The Proposal to CAS must include a 1 page biography for each ROW person. Provide another copy at the initial ROW meeting

- Education
- Licenses and Certifications
- Transportation work
- Experience in lieu of formal training
- Picture and dates are optional

NEW Requirements In RFP Preliminary Project Meetings

Addendum B

➤ Who to include

- Prior to commencing initial right of way work, a preliminary meeting will be held with the consultant, sub consultant (negotiator/appraiser), NDDOT ROW tech support, NDDOT Design tech support, NDDOT Review Appraiser, NDDOT Designer and any additional participants as needed.



Preliminary Project Meetings

➤ Why

- Build team relationship
- Open up communication
- Discuss scope/problem parcels/appraisals/timing....

➤ What they accomplish

- Learn expectations from DOT and Consultants
- Anticipate potential challenges
- Formulate plan and strategies
- Get better understanding of the project

Preliminary Project Meetings

➤ When and Where

➤ Depends on size of project

➤ Larger

➤ May want meeting prior to plats and after

➤ In person

➤ Follow up via conference call if appropriate

➤ Smaller

➤ When plats are complete

➤ Could be done via conference call

Preliminary Project Meetings

- Negotiator documents will not be released until meeting has occurred and ROW tech has given the approval.
- See *Addendum B* for an example of initial meeting agenda.

NEW Updated Forms

- ROW Check List
- Memorandum of Offer to Landowner – SFN 6777
- Memorandum Agreement – SFN 6776
- Compensation & Parcel Breakdown – SFN 61188
- Negotiator Report & Ownership Contact – SFN 61181
- Notification & Appraisal Waiver – SFN 60794
- Subordination of Rights – SFN 10044
- Borrow Option Agreement – SFN 10132

ROW Check List

RIGHT OF WAY CHECK LIST

PCN _____ PROJECT _____ COUNTY _____
 PARCEL(S) _____
 LANDOWNER(S) _____

ACQUISITION DOCUMENTS:

(Submit in Order Listed)

- | Yes | No | N/A | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. Negotiator Report & Ownership Contact (Typed) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. Executed Memorandum Agreement w/Compensation & Parcel Breakdown |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3. Approved Value Breakdown Page from Statement of Project Review |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4. Memorandum of Offer(s) w/Compensation & Parcel Breakdown(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5. Summary Narrative Form (Check One):
<input type="checkbox"/> Administrative Settlement <input type="checkbox"/> Condemnation Narrative |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6. Executed Notification and Appraisal Waiver |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7. Agreement for Entry and Construction Without Compensation |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8. Executed Temporary Construction Easement |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 9. Executed Permanent Maintenance Easement |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 10. Executed Warranty Deed |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 11. Subordination of Rights (Leased Properties Only) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 12. Additional Written Communications (Negotiator Field Notes/Emails/Correspondence) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 13. Title Certificate/Pencil Abstract/Title Insurance/Plats |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 14. Executed W-9 (Not Required on Donations) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 15. NDDOT Title VI Public Participation Survey |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16. Corporations/Partnerships - Corporate Resolutions or Other Documentation Authorizing Signer. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17. Meeting Minutes (Schools, Churches, Counties, Cities, Hospitals, etc.) |

\$ _____ Total Compensation
_____ Approved By
_____ Date
<small>NDDOT USE ONLY</small>

This box is for NDDOT use only

Fill out every line (use N/A if applicable).

TITLE CURATIVE REMINDERS:

- | Yes | No | N/A | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Joint Tenancy - Copy of the Death Certificate for Any Deceased Joint Tenant, Passes to Surviving Joint Tenant(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Tenants in Common – Ask for a Copy of the Will for Deceased, and Obtain Heirs Signature. If Will Has Not Been Probated, Obtain Copy of Letters Testamentary Appointing Personal Representative, and Obtain Personal Representative's Signature. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Life Estate Interest/Life Tenant – Obtain Copy of Death Certificate & Agreement for Remainderman |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Power of Attorney/Trust Agreement Documents Identifying Trustee(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Validate Outstanding Mortgage on Title Certificates & Provide Mortgage Contact Info |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Validate Judgments/Liens Against the Property for Permanent Acquisitions |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Ownership Information Matches on the Plats, Title Work, and Acquisition Documents |

Prior to Submission, Verify Current Ownership via NDRIN – Verification Date: _____ Initials: _____

NEGOTIATOR _____ AGENCY _____ DATE _____

Memorandum of Offer to Landowner – SFN 6777

Addendum C

MEMORANDUM OF OFFER TO LANDOWNER

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 6777 (3-2017)

PCN <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						Project
	County					
Parcel(s)						

X	Landowner(s)		
Landowner Address	City	State	ZIP Code

ADD LESSEE	
Valuation Type <input type="checkbox"/> Appraisal <input type="checkbox"/> Waiver Valuation	Approved Compensation

On behalf of the North Dakota Department of Transportation, the right of way agent is hereby authorized to offer the above approved amount as full compensation for the permanent and/or temporary acquisition of the above-identified parcels and all damages incidental thereto.

The attached Compensation and Parcel Breakdown is incorporated with this offer and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

Notes

ROW AGENT	
Name (Type or Print)	
Agency	
Signature	Date

NDDOT ROW AGENT	
Name (Type or Print)	
Signature	Date

Attach new Compensation & Parcel Breakdown form.

Compensation & Parcel Breakdown – SFN 61188

Addendum E

Check appropriate form and enter page numbers.

COMPENSATION & PARCEL BREAKDOWN
 North Dakota Department of Transportation
 Environmental & Transportation Services
 SFN 61188 (2-2017)

PCN

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Addendum to:
 Memorandum of Offer Page of
 Memorandum Agreement Page of

Project
 County
 Parcel(s)

Landowner Name(s) (Type or Print) Initial Date

ADD LANDOWNER

The following valuation breakdown describes parcels and/or temporary easement areas that are being acquired for highway purposes:

Permanent Acquisition <input type="checkbox"/> Yes <input type="checkbox"/> No						
Parcel #	Type of Permanent Acquisition	<input type="checkbox"/> Acres <input type="checkbox"/> Sqft	X	Value (Per Acre/Sqft)	=	Parcel Values
<input checked="" type="checkbox"/>			X		=	
ADD ROW						
Total Permanent Parcel Value						
Total Permanent Compensation						

Temporary Acquisition <input type="checkbox"/> Yes <input type="checkbox"/> No						
Parcel #	Type of Temporary Acquisition	<input type="checkbox"/> Acres <input type="checkbox"/> Sqft	X	Value (Per Acre/Sqft)	=	Parcel Values
<input checked="" type="checkbox"/>			X		=	
ADD ROW						
Total Temporary Parcel Value						
Total Temporary Compensation						

Compensation Breakdown	
Total Permanent Compensation	
Total Temporary Compensation	
Fencing	
Damages	
Total Compensation Due	

Landowners must initial. Does not signify signing a contract – only that they were presented the form.

Negotiator Report & Ownership Contact – SFN 61181

Addendum F

NEGOTIATOR REPORT & OWNERSHIP CONTACT

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 61181 (01-2017)

SFN 61181
Page 2 of 2

PCN				Project			
				Parcel(s)			
<input checked="" type="checkbox"/> Landowner(s)							
Mailing Address				City		State	ZIP Code
Telephone Number				Email Address			
<input type="button" value="ADD LANDOWNER"/>							
Miscellaneous Contact Information							
Tenant <input type="checkbox"/> Yes <input type="checkbox"/> No							
Tenant Name							
<input checked="" type="checkbox"/> Mailing Address				City		State	ZIP Code
Telephone Number				Email Address			
<input type="button" value="ADD TENANT"/>							
Mortgage <input type="checkbox"/> Yes <input type="checkbox"/> No							
<input checked="" type="checkbox"/> Bank Name				Contact Person			
Mailing Address				City		State	ZIP Code
Telephone Number				Email Address			
<input type="button" value="ADD BANK"/>							
Negotiator Name						Total Compensation	
Parcel(s) Valued by				Date of Valuation		Date Landowner Signed	
Contact Notes and Remarks							
<input checked="" type="checkbox"/> Date		Time		Contact Type			
Notes							
<input type="button" value="ADD NOTES"/>							

Additional Comments/Remarks			
Refer to the Memorandum Agreement for final Compensation and Parcel Breakdown.			
I certify that I have no current or prospective interest in the property that is subject to the valuation, either direct or indirect, and that my compensation is not based on the amount of the valuation.			
ROW Agent		NDDOT ROW Agent	
Name (Type or Print)		Name (Type or Print)	
Agency		Signature	Date
Signature		Date	
NDDOT Management Approval			
Name (Type or Print)			
Signature		Date	

All mortgages, liens & judgements must be listed.

Notification & Appraisal Waiver SFN 60794

Addendum G

Understand this form and only check 1 of the 4 choices.

Explain that Data Book value is typically HIGHER than appraisal value. If appraisal is chosen, need to notify ROW tech ASAP.

NOTIFICATION AND APPRAISAL WAIVER

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 60794 (4-2017)

PCN

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Project
County
Parcel(s)

<input checked="" type="checkbox"/> Landowner(s)			
Landowner(s) Address	City	State	ZIP Code

ADD LANDOWNER

State and federal laws require just compensation be established and that a prompt written offer be made to acquire your property for the full fair market value. In no event will the amount offered be less than the state's approved value. The NDDOT will provide you with a written summary of the value established as just compensation in your offer.

I/we, the undersigned, understand that we are entitled to receive just compensation for our property being acquired by the North Dakota Department of Transportation (NDDOT) to construct the above-named highway project.

- I/we do not wish to receive just compensation, but to donate the area, or a portion thereof, necessary for construction as shown on the plat(s).
- I/we agree to receive the payment based on Waiver Valuation. (NDDOT minimum payment policy is \$300 for temporary acquisition or \$600 for permanent acquisition)

Appraisals are required if the acquisition is estimated to be over \$25,000. In the event the acquisition is estimated to be over \$10,000 but under \$25,000, the property owner may request an appraisal.

- I/we agree to receive the payment based on Waiver Valuation.
- I/we do wish to have my property interest appraised.

In compliance with the Uniform Relocation Assistance and Land Acquisition Policies Act of 1970 (Public Law 91-646), the owner or their designated representative shall be given an opportunity to accompany the appraiser during the inspection of the property.

I/we do do not wish to accompany the appraiser during the inspection of the property.

It is understood that any changes in these plans, adverse to our property, will make this agreement null and void.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

LANDOWNER(S)			
<input checked="" type="checkbox"/> Name (Type or Print)	Name (Type or Print)		
Signature	Date	Signature	Date

ADD LANDOWNER

ROW AGENT	
Name (Type or Print)	Agency
Signature	Date

Subordination of Rights SFN 10044

SUBORDINATION OF RIGHTS
North Dakota Department of Transportation
Environmental & Transportation Services
SFN 10044 (3-2017)

PCN

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Project
Parcel(s)

<input checked="" type="checkbox"/>	Lessee(s)			
	Lessee(s) Address	City	State	ZIP Code
ADD LESSEE				
	Date	County		

WHEREAS, the state of North Dakota, for the use and benefit of the North Dakota Department of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, has acquired or is about to acquire an interest in lands lying and being in the county listed above, state of North Dakota, and more specifically described as follows, to wit:

Recorded Document Number(s)

AND WHEREAS, the Lessee has or claims to have prior right or interest of record in such land pursuant to the above document(s) on record in the Office of the County Records.

THEREFORE, that the Lessee(s), for and in consideration of the sum of one dollar and other valuable consideration to them in hand paid by NDDOT, the receipt whereof is hereby acknowledged, the Lessee(s) does(do) hereby subordinate any right or interest or claimed right or interest to the interest hereinbefore or hereafter acquired by the state of North Dakota, for the use and benefit of NDDOT, in the above-described property, to the extent that the Lessee(s) will cooperate in every way and not hinder the construction or use of a public highway including the entire right of way limits on or across the above-described property to be used for the purposes of NDDOT, and including all right of access, being the right of ingress to and egress from the above-described property, where included in the interest acquired or about to be acquired by the state of North Dakota, for the use and benefit of NDDOT.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Only need this form if there is a Recorded Lease.

Recorded Lease Document Number(s).



Borrow Option Agreement

SFN 10132

BORROW OPTION AGREEMENT
 North Dakota Department of Transportation
 Environmental & Transportation Services
 SFN 10132 (11-2016)

Page 1 of 3

PCN

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Project	
County	
Borrow Area Number	COA Number

Grantor(s)			
Grantor(s) Address	City	State	ZIP Code

ADD GRANTOR

Contact(s)	
Telephone Number(s)	Email Address(s)

Mortgagee		Grantor Initial	
Mortgagee Address	City	State	ZIP Code

Location	Section	Township	Range
Consideration	Approximate Total Borrow Cubic Yards	Purchase Price Per Cubic Yard	

For the sum of the dollar amount listed above and other valuable consideration, the undersigned, for themselves, their heirs, executors and assigns, hereinafter referred to as "Grantor(s)," agree to sell and convey unto the state of North Dakota, for and on behalf of the North Dakota Department of Transportation, hereinafter referred to as NDDOT, all of the fill material suitable for highway purposes, located in and upon the following-described tract or parcel of real estate situated in the above County, North Dakota, specifically:

Use of borrow option agreement is subject to an Environmental Review, Cultural Resource Survey, and a Soil Survey.

Grantor(s) covenant that they are well seized of the property described above, and have the right to grant this material option on behalf of themselves, their heirs, successors, and assigns, free of any encumbrances or other impairments preventing the removal of such material.

The Grantor(s) further agree(s) that NDDOT and its assigns shall have full and free right of entry upon and use of said land for the purpose of removing such material.

The Grantor(s) shall be compensated for the material removed at the purchase price per cubic yard listed above. In addition, if any material is removed from the option site, NDDOT or its assigns (Contractor), will perform the following:

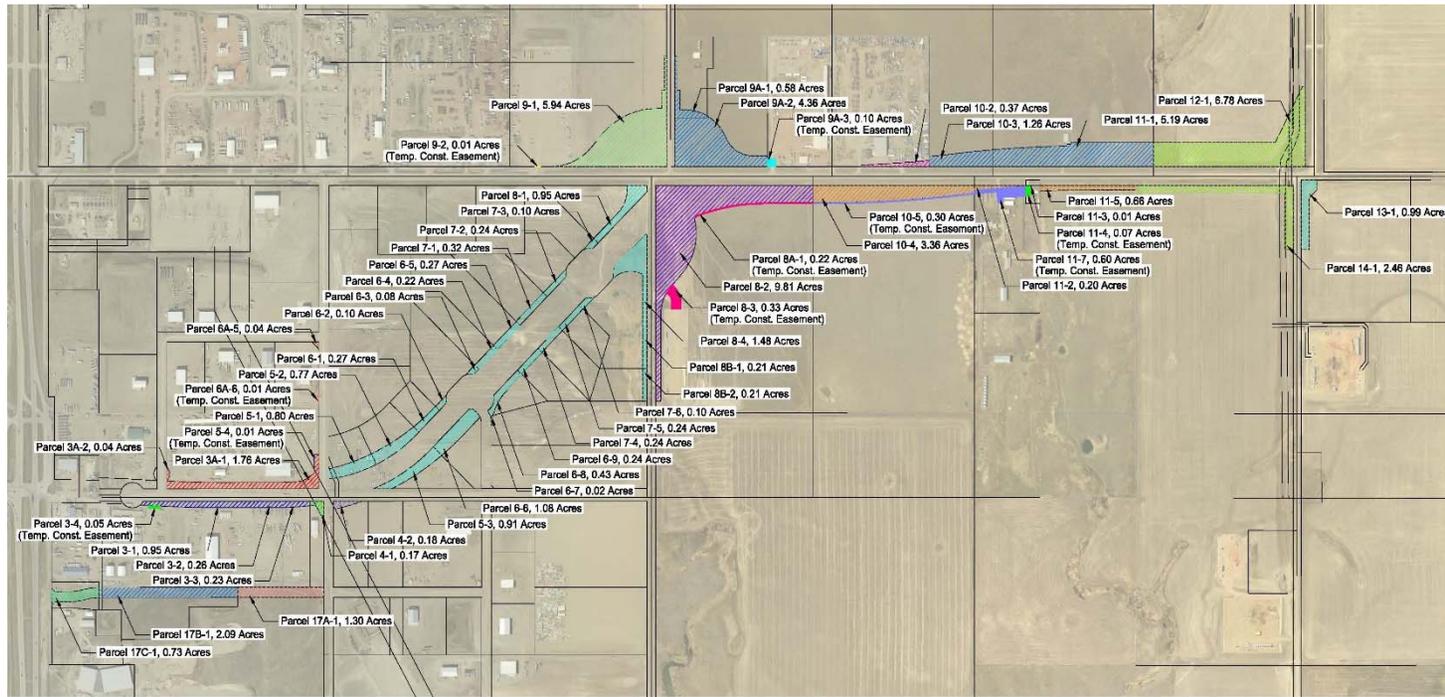
Common Issues

- 1) Verify Special Assessments with the City. Sometimes they use special assessments to pay for their portion of a project.
- 2) Do not print documents two sided. Any received may be sent back.
- 3) Do not staple documents together.
- 4) ALWAYS USE BLUE INK
- 5) Make sure you have some type of document giving authorization signatures. (Signing on behalf of Estate/LLP/Corporations....)

Common Issues – Negotiator Report

- 1) List type of property (vacant commercial lot, a residence, a business (business name), agricultural land, etc.)
- 2) Include marital status.
- 3) List that you gave them the yellow brochure and each document left or signed with the landowner
- 4) Make sure to verify the information on the title certificate for mortgages, liens or judgements. These must be listed on negotiator report.
 - The more information you can get will speed up the process for the landowner to receive payment. There will be additional time required for payments when lienholders are involved. HUD and SBA will take the longest.

Aerial Map Overlay



-  ADCOR DRILLING, INC
PARCEL: 10-2 (0.37 ACRES)
APPRAISED \$/ACRE: \$125,000.00
OFFERED: \$46,250.00
-  ORVILLE M. ERICKSON
PARCELS: 10-4, 11-2, 11-5 (4.22 ACRES)
APPRAISED \$/ACRE: \$125,000.00
OFFERED: \$527,500.00
-  ORVILLE M. ERICKSON
PARCELS: 10-5, 11-7 (0.90 ACRES)
TEMP. CONST. EASEMENT
APPRAISED \$/ACRE: \$12,500.00
OFFERED: \$11,250.00
-  CARLEN M. HURLEY (FOR HIS NATURAL LIFE),
THEN TO STEVEN M. HURLEY, TAMMY
UPDIKE; LACINDA MARIE KORGEL, AS
REMAINDERMAN (AS TENANTS IN COMMON)
PARCEL: 11-3 (0.01 ACRES)
APPRAISED \$/ACRE: \$125,000.00
OFFERED: \$1,250.00
-  CARLEN M. HURLEY (FOR HIS NATURAL LIFE),
THEN TO STEVEN M. HURLEY, TAMMY
UPDIKE; LACINDA MARIE KORGEL, AS
REMAINDERMAN (AS TENANTS IN COMMON)
PARCEL: 11-4 (0.07 ACRES)
TEMP. CONST. EASEMENT
APPRAISED \$/ACRE: \$26,400.00
OFFERED: \$1,948.00
-  THE ALVA J. FIELD MEMORIAL TRUST
PARCELS: 12-1, 14-1 (9.24 ACRES)
APPRAISED \$/ACRE: \$75,000.00
OFFERED: \$693,000.00
-  WILLIAMS COUNTY
PARCEL: 13-1 (0.99 ACRES)
APPRAISED \$/ACRE: \$30,000.00
OFFERED: \$29,700.00
-  JOHN SANDERS AND SANDRA SANDERS,
SUBJECT TO A CONTRACT FOR DEED WITH
CONCRETE JUNGLE, LLC
PARCEL: 17A-1 (1.30 ACRES)
APPRAISED \$/ACRE: \$156,000.00
OFFERED: \$202,800.00
-  CONCRETE JUNGLE, LLC
PARCEL: 17B-1 (2.09 ACRES)
APPRAISED \$/ACRE: \$156,000.00
OFFERED: \$326,040.00
-  WILLIAMS RURAL WATER DISTRICT
PARCEL: 17C-1 (0.73 ACRES)
APPRAISED \$/ACRE: \$156,000.00
OFFERED: \$113,880.00

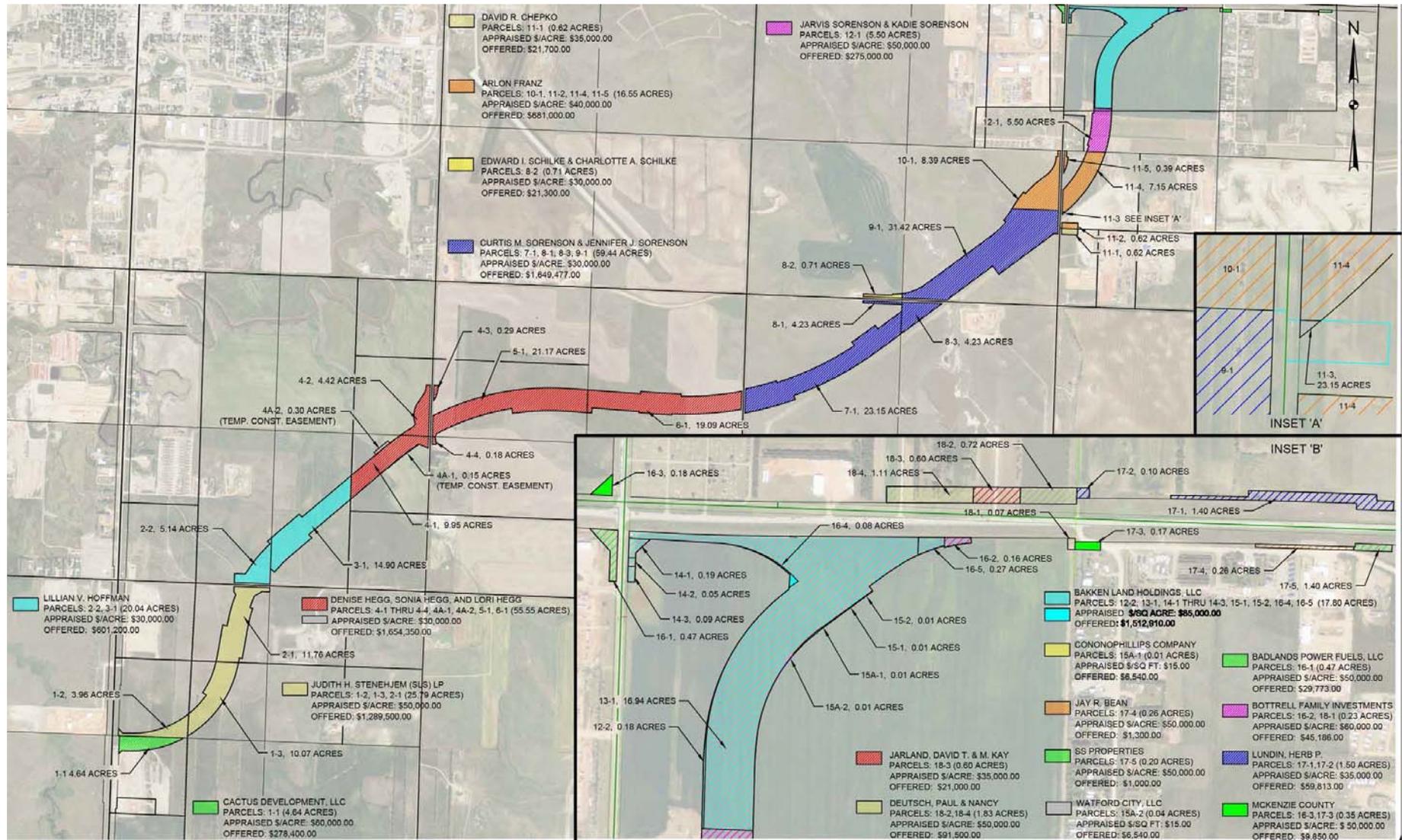
-  CALFRAC WELL SERVICES CORP
PARCELS: 3-1, 3-2, 3-3 (1.44 ACRES)
APPRAISED \$/ACRE: \$156,000.00
OFFERED: \$224,640.00
-  CALFRAC WELL SERVICES CORP
PARCEL: 3-4 (0.05 ACRES)
TEMP. CONST. EASEMENT
APPRAISED \$/ACRE: \$15,600.00
OFFERED: \$780.00
-  FLINT ENERGY SERVICES, INC
PARCELS: 3A-1, 3A-2 (1.80 ACRES)
APPRAISED \$/ACRE: \$150,000.00
OFFERED: \$270,000.00
-  QUINN PUMPS NORTH DAKOTA, INC.
PARCEL: 4-1 (0.17 ACRES)
APPRAISED \$/ACRE: \$150,000.00
OFFERED: \$25,500.00

-  OCS ENTERPRISES, INC.
PARCEL: 4-2 (0.18 ACRES)
APPRAISED \$/ACRE: \$150,000.00
OFFERED: \$27,000.00
-  BENNETT INDUSTRIAL PARK, L.L.C.
PARCELS: 5-1 THRU 5-3, 6-1 THRU 6-7, 6-9
7-1 THRU 7-5, 8B-1, 8B-2 (6.32 ACRES)
APPRAISED \$/ACRE: \$150,000.00
OFFERED: \$1,406,030.00
-  FLINT ENERGY SERVICES, INC.
PARCEL: 5-4 (0.01 ACRES)
TEMP. CONST. EASEMENT
APPRAISED \$/ACRE: \$24,000.00
OFFERED: \$240.00

-  SCHMID & COOK, LLC
PARCEL: 6A-3 (0.04 ACRES)
APPRAISED \$/ACRE: \$125,000.00
OFFERED: \$5,000.00
-  SCHMID & COOK, LLC
PARCEL: 6A-6 (0.01 ACRES)
TEMP. CONST. EASEMENT
APPRAISED \$/ACRE: \$20,000.00
OFFERED: \$200.00
-  MONTANA-DAKOTA UTILITIES CO.
A DIVISION OF MDU RESOURCES GROUP, INC
PARCEL: 8-2 (9.81 ACRES)
APPRAISED \$/ACRE: \$125,000.00
OFFERED: \$1,226,250.00
-  MONTANA-DAKOTA UTILITIES CO.
A DIVISION OF MDU RESOURCES GROUP, INC
PARCEL: 8-3, 8A-1 (0.55 ACRES)
TEMP. CONST. EASEMENT
APPRAISED \$/ACRE: \$12,500.00
OFFERED: \$6,875.00

-  KEY ENERGY SERVICES, INC
PARCEL: 9-1 (5.94 ACRES)
APPRAISED \$/ACRE: \$125,000.00
OFFERED: \$742,500.00
-  KEY ENERGY SERVICES, INC
PARCEL: 9-2 (0.01 ACRES)
TEMP. CONST. EASEMENT
APPRAISED \$/ACRE: \$12,500.00
OFFERED: \$125.00
-  ALLEN K. DOMINEK AND ARLEN D. DOMINEK
PARCELS: 9A-1, 9A-2, 10-3, 11-1 (11.39 ACRES)
APPRAISED \$/ACRE: \$125,000.00
OFFERED: \$1,423,750.00
-  PEAK USA ENERGY SERVICES, LTD.
PARCEL: 9A-3 (0.10 ACRES)
TEMP. CONST. EASEMENT
APPRAISED \$/ACRE: \$12,500.00
OFFERED: \$1,250.00

Aerial Map Overlay



Questions



Upcoming Meetings

➤ May – No Meeting – Spring Break

➤ Thursday June 22 – TBA

ROW Contact Information

Michael Knox, Right of Way Program Manager

701-328-4228 / mrknox@nd.gov

Negotiators/ROW Tech Support:

Ray Barchenger (Relocation/Railroad)

701-328-4437 / rbarchen@nd.gov

Brad Faiman

701-328-3649 / bfaiman@nd.gov

Roxinne A. McPhail

701-328-3648 / rmcphail@nd.gov

Stacy Wilz

701-328-4430 / swilz@nd.gov

Mary Fahlsing, Title/Documents

701-328-2887 / mfahlsing@nd.gov

Jolene Vidal, Payments/Recording

701-328-2610 / jvidal@nd.gov

Chris Chase, Chief Review Appraiser

701-328-4829 / cchase@nd.gov

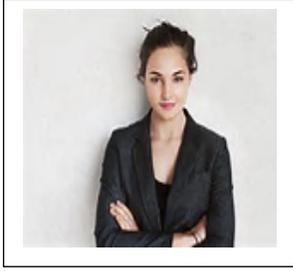
Amy Fredrickson, Appraisals/Valuations

701-328-4431 / amfredrickson@nd.gov

Greg Gardner, Appraisals/Valuations

701-328-4393 / glgardner@nd.gov

Right of Way Consultant Corporation
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**Sally P. Negotiator****Education**

Big Time State University
BS Business

FHWA-NHI Uniform Act
Course # 141045
Online 9-17-2012

FHWA-NHI Various Courses
Online/live 100+ hours

IRWA
Online/Live 272 hours
2015 Education Conference

Real Estate CE
Online/Live 700 + hours

Licenses & Certifications

North Dakota RE Broker
License # 1111 since 2015
California RE Broker
License # 555111 since 1995

North Dakota Notary Public
Expires 11-2-2018

IRWA RW/NAC

IRWA SR/WA Candidate

Organizations

IRWA Chapter 72
Member since 2013
Transportation Chair
Int'l Transportation
Committee

National Association of
REALTORS®, since 1999

Ms. Negotiator has more than twenty years of Real Estate experience including the last 5 years negotiating Right of Way for transportation projects. She also has experience listing and selling foreclosed properties for various banks in North Dakota and California. Her foreclosure and ROW work call on her ability to negotiate calmly and diplomatically, ensure documents and legal papers are correct, and examine and cure title. Over the past 5 years she has worked on NDDOT projects including:

PCN 21594 Highway 1804 east of Williston
Sally was the NDDOT tech support for the Consultant on this project with more than 30 landowners.

PCN 21288 Downtown ADA work, Grafton ND.
Sally worked with local and national businesses, along with private landowners, to negotiate TCE's for ADA ramps. She explained the scope, timing and funding of the project along with the Federal ADA requirements.

PCN 19755 Bridge widening Hwy 81 rural ND
Sally resolved fencing and animal issues affected by the acquisition.

Additional ROW skills:

Borrow and Waste Options
Presentations to City Council Meetings
Title Curative
Ability to read plats and plan sheets

What else have you done related to ROW

Additional Projects

Texas DOT – Interstate 10 ...
Utah DOT – State Highway from St. George to Lodi
SDG&E – electrical transmission line
Nashville TN – underground utilities project
Rural IL – wind farm project
Main St, NE – what other types of projects

If you don't have much ROW experience list other work experience that would apply to ROW work.

SAMPLE ROW Initial Meeting Agenda

NH-002-56(199)001 - PCN 22256

Date: _____

Attendees: NDDOT _____

NDDOT _____

NDDOT _____

Consultant _____

Consultant _____

Consultant _____

Introductions/Roles on the Project – exchange contact information

Overview of scope, timing, traffic control, etc. (*NDDOT*)

Discussion of specific ROW issues we already know about the project (*NDDOT*)
Consultant input

Requirements/Recommendations for ROW Agent minimum skills/experience (*NDDOT*)
Consultant to verify Agents have taken FHWA-NHI Uniform Act Class #141045
Consultant ROW Agents to provide Biography of their ROW experience

Forms Overview

SIGN in BLUE ink

Make sure all Names and ownership (H/W, JT, TIC) match Title/Plats

Double Check address

No changes to boilerplate text on ANY form

Double check page numbers are correct

ROW Checklist

Everything submitted in the order listed

Fill out every line except the ROW signature box

Negotiator Report

Details – what/when/where/why/who (was anyone absent?)

Detail Mortgages/liens/judgements and Tenant information

All boxes filled out (use n/a where applicable)

Don't cut and paste emails (note time/date and summarize them)

Make sure you include texts (use only for logistics)

Only include pertinent project communications with NDDOT (for example, do not include housekeeping conversations with ROW tech)

Approved Value Breakdown

Summary page from Statement of Project Review or Appraisal Review (not full report)

- Use breakdown page in Waiver Valuation if no Statement of Project Review

Summary Narrative (Administrative Settlement and Condemnation Narrative)

Details what/when/where/why/who - unique situation about this acquisition

Draft as a word document to Mike Knox for editing/preapproval

Memorandum of Offer

Must be presented in writing at first offer meeting

If more than one, number them and note which one is the last one

-Only happens if Valuation changes

Give them the Yellow Pamphlet "Information for Highway and Street Projects

Do not promise anything – every change must be NDDOT approved

Must attach Compensation & Parcel Breakdown Addendum (Add applicable page numbers)

Notification and Appraisal Waiver

Make sure ROW Agents can explain this form (only one option)

Do not need if valuation is over \$25,000 (appraisal automatically completed)

Compensation & Parcel Breakdown

Will have a minimum of two with each packet:

-Addendum to Memorandum of Offer(s) (Add applicable page numbers)

-Addendum to Memorandum Agreement (Add applicable page numbers)

Landowners must initial/date

Memorandum Agreement

Date Executed on page 1 is the last date a Landowner signed

Must attach Compensation & Parcel Breakdown Addendum (Add applicable page numbers)

Anything agreed to in Section 8 must be approved and placed on the plan notes

Any hand written changes must be approved and initialed by all

Last paragraph says "NDDOT director must approve all settlements..."

Refer to Box 7 if there is not a recorded lease

Temporary Easement

Date Executed on page 1 is the last date a Landowner signed

Verify Parcel info and legal descriptions match the plat

Husband/Wife can witness each other's signature but someone else is better (ROW negotiator)

Warranty Deed

Date Executed on page 1 is the last date a Landowner signed

Verify Parcel info and legal descriptions match plat

Double check that Notary section is complete and accurate

Husband/Wife BOTH sign even if only one owner (One to Buy – Two to Sell)

Subordination of Rights

Must be signed by Tenant(s) and notarized

Only used if there is a recorded lease

Agreement for Entry

Explain why we need this form

Emphasize that it only allows entry onto the parcels noted at the top

Additional Written Communication (if used)

Intro Letter

Emails – note them in the Negotiator Report and include them in Additional Comments

Title Certificate... Plats

Read the PCT before drafting docs or meeting with owners

If title is more than 3 months old you may want to check NDRIN

If it has a Life Estate immediately search obituaries

Make sure Names and ownership match (H/W TIC JT)

If address changes make sure Plat and documents match

Highlight Mortgages, Judgements or Liens

Contact Mary if anything is incorrect or you don't understand something

W-9

Required by Finance to cut a check – even when payment is less than \$600
Landowner must fill this out – don't prepopulate with name address etc.
If someone asks a Tax Question refer them to p. 8 of yellow pamphlet
DO NOT GIVE TAX or LEGAL advice/opinion

Corporations

For small businesses the SOS page is sufficient
For large businesses and Corporations need Corp document

Meeting Minutes

Schools, cities, county, park boards and churches etc.
If you attended a public entity meeting, the minutes from that meeting must be included.
- When you are at the meeting get a list of every board member/elected official present.

Condemnation

Discussed in Summary Narrative Form (Condemnation Narrative)

Title Curative

Has anyone died? Search by "Jane Doe Obituary North Dakota"

For Life Estate and Joint Tenancy Interests

Get copy of Death Certificate. (Family, www.ndhealth.gov/vital)

Interests held as Tenants in Common

Get copy of Death Certificate, and copy of a Will, or if probated, check for Personal Representatives Deed. If not probated yet, it is OK to obtain signature from Personal Representative of the Estate, as long as a copy of Letters Testamentary is available.

For Life Estates

Obtain signatures from Life Tenant, and Remainder person. Remainder's spouse has to sign any documents that will be recorded.

Power of Attorney

Make sure they sign correctly. POA must sign with both names (at a minimum).

Preferred signature is:

Judy Smith, by James Arthur Jones, her Power of Attorney

Mortgages, Judgements, Liens

New box on first page of Negotiator Report for this

Ownership Matches

When you finalize the packet do a final online check to see if there has been any change of ownership since the PCT.

MEMORANDUM OF OFFER TO LANDOWNER

North Dakota Department of Transportation
 Environmental & Transportation Services
 SFN 6777 (3-2017)

PCN

3	2	0	1	7
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Project NHU-4-083(152)155
County Ward
Parcel(s) 1-3, 2-1A & 2-1B

Landowner(s) John E. and Jane F. Doe			
Landowner Address 12345 Capitol Avenue	City Bismarck	State ND	ZIP Code 58501
Landowner(s) Ron A. Doe			
Landowner Address 54321 1st Avenue	City Bismarck	State ND	ZIP Code 58501

Valuation Type <input type="checkbox"/> Appraisal <input checked="" type="checkbox"/> Waiver Valuation	Approved Compensation \$4,050.00
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On behalf of the North Dakota Department of Transportation, the right of way agent is hereby authorized to offer the above approved amount as full compensation for the permanent and/or temporary acquisition of the above-identified parcels and all damages incidental thereto.

The attached Compensation and Parcel Breakdown is incorporated with this offer and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

Notes

ROW AGENT	
Name (Type or Print) Shirley Getta Signature	
Agency Superb Engineering	
Signature	Date

NDDOT MANAGEMENT APPROVAL	
Name (Type or Print)	
Signature	Date

MEMORANDUM AGREEMENT

North Dakota Department of Transportation
Environmental & Transportation Services

SFN 6776 (4-2017)

PCN

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Project NHU-4-083(152)155
County Ward
Parcel(s) 1-3, 2-1A & 2-1B

Landowner Name(s) John E. and Jane F. Doe			
Landowner Address 12345 Capitol Avenue	City Bismarck	State ND	ZIP Code 58501
Landowner Name(s) Ron A. Doe			
Landowner Address 54321 1st Avenue	City Bismarck	State ND	ZIP Code 58501

Executed Document(s) (check all applicable): Temporary Construction Easement, Agreement for Entry Without Compensation, Warranty Deed, Subordination of Rights, Permanent Maintenance Easement, Other Easement Type(s)

Date Executed (Date the last landowner signs)	Total Compensation \$4,050.00
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The Landowner(s), listed above, did execute a document on the date listed above, conveying to the state of North Dakota for the use and benefit of the North Dakota Department of Transportation, hereinafter referred to as (NDDOT), the below-identified parcel(s) of property, as shown on the right of way plats.

The attached Compensation and Parcel Breakdown is incorporated with this agreement and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

This agreement is now made and entered as a memorandum of all of the terms, and the only terms agreed upon in connection with this settlement.

1. The state assumes ownership of all trees within the right of way excepting that the Landowner(s) may remove or use said trees prior to construction.
2. feet of fence to be moved by the owner prior to construction of the highway.
3. The Landowner(s) will be permitted to use any cattle pass or drainage structures installed for a cattle or stock pass at their own risk. The state will provide the necessary maintenance for highway purposes. The Landowner(s) will provide the necessary maintenance for use as a stock pass.
4. NDDOT will not maintain any service road except those shown on the plat attached hereto and made a part thereof.
5. Access control is being acquired and the abutting Landowner(s) shall reserve the right of access at temporary points to be designated by the NDDOT director as shown on the right of way plat.
6. The Landowner(s) agree(s) to joint payment with mortgagee, if requested by the mortgagee.
7. The Landowner(s) shall inform any and all tenant(s) of proposed work.
8. Additionally:
Any additional agreements must be placed here and if necessary placed as a plan note. This will not be read by the project engineer so make sure any promises you make as a negotiator are carried forward.

The NDDOT director, or his/her assigns, must approve all settlements. NDDOT will notify the Landowner(s) in writing **if this settlement is not approved**. Payment by the state must await approval of title and processing of a voucher and warrant through the offices of the state auditor and treasurer. Now, therefore, as a memorandum agreement of the parties, the undersigned do hereby execute and deliver this document. This agreement was reached without coercion, or promises other than those shown in the agreement, or threats of any kind whatsoever by, or to, either party. The right of way agent has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

EXECUTED the date last signed below.

LANDOWNER

Name (Type or Print) John E. Doe	
Signature	Date

WITNESS

Name (Type or Print)	
Signature	Date

LANDOWNER

Name (Type or Print) Jane F. Doe	
Signature	Date

WITNESS

Name (Type or Print)	
Signature	Date

LANDOWNER

Name (Type or Print) Ron A. Doe	
Signature	Date

WITNESS

Name (Type or Print)	
Signature	Date

ROW Agent

Name (Type or Print) Shirley Getta Signature	
Agency Superb Engineering	
Signature	Date

NDDOT ROW Agent

Name (Type or Print)	
Signature	Date

NDDOT Management Approval

Name (Type or Print)	
Signature	Date

COMPENSATION & PARCEL BREAKDOWN

North Dakota Department of Transportation
 Environmental & Transportation Services
 SFN 61188 (2-2017)

PCN

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Addendum to:

- Memorandum of Offer Page of
 Memorandum Agreement Page 4 of 4

Project NHU-4-083(152)155
County Ward
Parcel(s) 1-3, 2-1A & 2-1B

Landowner Name(s) (Type or Print) John E. and Jane F. Doe	Initial	Date
Landowner Name(s) (Type or Print) Ron A. Doe	Initial	Date

The following valuation breakdown describes parcels and/or temporary easement areas that are being acquired for highway purposes:

Permanent Acquisition Yes No

Parcel #	Type of Permanent Acquisition	<input checked="" type="checkbox"/> Acres <input type="checkbox"/> Sqft	X	Value (Per Acre/Sqft)	=	Parcel Values
1-3	FEE Simple	1.25	X	\$3,000.00	=	\$3,750.00

Total Permanent Parcel Value	\$3,750.00
Total Permanent Compensation	\$3,750.00

Temporary Acquisition Yes No

Parcel #	Type of Temporary Acquisition	<input checked="" type="checkbox"/> Acres <input type="checkbox"/> Sqft	X	Value (Per Acre/Sqft)	=	Parcel Values
2-1A	Construction Easement	0.5	X	\$80.00	=	\$40.00
2-1B	Construction Easement	1.2	X	\$80.00	=	\$96.00

Total Temporary Parcel Value	\$136.00
Total Temporary Compensation	\$300.00

Compensation Breakdown	
Total Permanent Compensation	\$3,750.00
Total Temporary Compensation	\$300.00
Fencing	
Damages	
Total Compensation Due	\$4,050.00

NEGOTIATOR REPORT & OWNERSHIP CONTACT

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 61181 (01-2017)

PCN

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Project NHU-4-083(152)155
Parcel(s) 1-3, 2-1A & 2-1B

Landowner(s) John E. and Jane F. Doe (married)			
Mailing Address 12345 Capitol Avenue	City Bismarck	State ND	ZIP Code 58501
Telephone Number 701-888-8888 (h); John 701-889-8888	Email Address jjdoe@bismarck.com		
Landowner(s) Ron A. Doe (single)			
Mailing Address 54321 1st Avenue	City Bismarck	State ND	ZIP Code 58501
Telephone Number 701-999-9999 (h); 701-889-9999 (c)	Email Address rond@bismarck.com		

Miscellaneous Contact Information

Tenant <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Tenant Name Tina Tenant			
Mailing Address PO BOX 100	City Minot	State ND	ZIP Code 58701
Telephone Number 701-720-0000	Email Address tinat@minot.com		

Mortgage <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Bank Name ND Best Bank	Contact Person Bonnie Banker		
Mailing Address PO Box 1234	City Fargo	State ND	ZIP Code 55321
Telephone Number 701-952-9658	Email Address bestbank@fargo.com		

Negotiator Name Shirley Getta Signature		Total Compensation \$4,050.00
Parcel(s) Valued by Amy Appraiser	Date of Valuation 04/18/2017	Date Landowner Signed 04/19/2017

Contact Notes and Remarks		
Date 04/05/2017	Time 2:20 p.m.	Contact Type Phone
Notes Called John and informed him about the upcoming project. I informed him this was a preliminary meeting and I would contact him in the future.		
Date 04/13/2017	Time 10:00 a.m.	Contact Type e-mail
Notes John e-mailed me and asked me if the project was going to be this year and how the NDDOT valued the property. (see attached e-mail)		
Date 04/19/2017	Time 1:00 p.m.	Contact Type In person
Notes Met with John, Jane and Ron Doe at John's home. Discussed project, project acquisitions and memorandum of offer. They had no concerns and all agreed to sign the following documents today: Temporary Construction Easement, Agreement for Entry Without Compensation, Warranty Deed, Memorandum of Agreement..... LIST EVERY DOCUMENT . John said he has already let the tenant know about the project and will follow up with them after our meeting today. The tenant does not have a recorded lease.		

Additional Comments/Remarks

Refer to the Memorandum Agreement for final Compensation and Parcel Breakdown.

I certify that I have no current or prospective interest in the property that is subject to the valuation, either direct or indirect, and that my compensation is not based on the amount of the valuation.

ROW Agent

Name (Type or Print) Shirley Getta Signature	
Agency Supurb Engineering	
Signature	Date

NDDOT ROW Agent

Name (Type or Print)	
Signature	Date

NDDOT Management Approval

Name (Type or Print)	
Signature	Date

NOTIFICATION AND APPRAISAL WAIVER

North Dakota Department of Transportation
 Environmental & Transportation Services
 SFN 60794 (4-2017)

PCN

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Project NHU-4-083(152)155
County Burleigh
Parcel(s) 1-3, 2-1A & 2-1B

Landowner(s) John E. and Jane F. Doe			
Landowner(s) Address 12345 Capitol Avenue	City Bismarck	State ND	ZIP Code 58501
Landowner(s) Ron A. Doe			
Landowner(s) Address 54321 1st Avenue	City Bismarck	State ND	ZIP Code 58501

State and federal laws require just compensation be established and that a prompt written offer be made to acquire your property for the full fair market value. In no event will the amount offered be less than the state's approved value. The NDDOT will provide you with a written summary of the value established as just compensation in your offer.

I/we, the undersigned, understand that we are entitled to receive just compensation for our property being acquired by the North Dakota Department of Transportation (NDDOT) to construct the above-named highway project.

- I/we do not wish to receive just compensation, but to donate the area, or a portion thereof, necessary for construction as shown on the plat(s).
- I/we agree to receive the payment based on Waiver Valuation. (NDDOT minimum payment policy is \$300 for temporary acquisition or \$600 for permanent acquisition)

Appraisals are required if the acquisition is estimated to be over \$25,000. In the event the acquisition is estimated to be over \$10,000 but under \$25,000, the property owner may request an appraisal.

- I/we agree to receive the payment based on Waiver Valuation.
- I/we do wish to have my property interest appraised.

In compliance with the Uniform Relocation Assistance and Land Acquisition Policies Act of 1970 (Public Law 91-646), the owner or their designated representative shall be given an opportunity to accompany the appraiser during the inspection of the property.

I/we do do not wish to accompany the appraiser during the inspection of the property.

It is understood that any changes in these plans, adverse to our property, will make this agreement null and void.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

LANDOWNER(S)

Name (Type or Print) John E. Doe		Name (Type or Print) Jane F. Doe	
Signature	Date	Signature	Date

LANDOWNER(S)

Name (Type or Print) Ron A. Doe		Name (Type or Print)	
Signature	Date	Signature	Date

ROW AGENT

Name (Type or Print) Shirley Getta Signature	Agency Superb Engineering
Signature	Date