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2

WHY

CURB RAMP ALTERATION PROJECTS

Projects that are considered alterations to curb ramp facilities will include curb ramp improvements within the limits of the alteration, and be designed and constructed accessible to the maximum extent feasible within the scope of the project, and within the physical constraints of the already built up environment. Examples of alteration type projects are: HBP overlays, Mill & HBP overlays, Major Concrete Repair, and Microsurfacing.

3

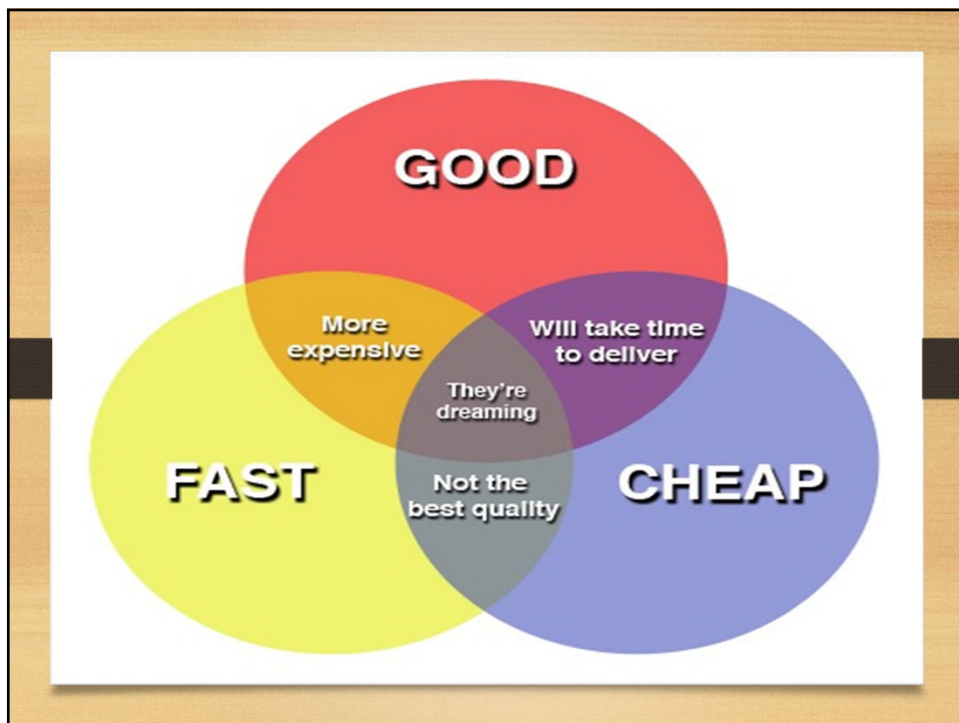


4

Issues?

- Survey
- Legal Description
- Title work
- Time and Resources

5



6

CURB RAMP / SIDEWALK CONSTRUCTION AGREEMENT

- Improvement on existing highway right of way
- Light construction traffic to set and remove forms
- Restore and revegetate grass to original condition
- No permanent features
- Grant of permission – Yes or No
- Not Recorded

7

CURB RAMP / SIDEWALK EASEMENT

- Easement to construct, maintain and operate a public curb ramp or sidewalk on property
- Requires Lot and Block legal description
- Ownership remains with property owner
- Property owner pays taxes and assessments
- Terminates when the highway is reconstructed
- Recorded

8

CURB RAMP / SIDEWALK QUITCLAIM DEED

- Highway right of way specific for public curb ramp or sidewalk
- Requires Lot and Block legal description
- Ownership transfers to the state
- Property exempt from taxes and assessments
- Recorded

9

Restrictions

- Requires Lot and Block legal description
- Requires an illustration or drawing to communicate intent
- Payment based on waiver valuation / minimum payment procedures
- Voluntary – NDDOT will not condemn
- Uniform Act requirements are unchanged

10

Lot and Block Example

Example Description (Lot and Block):
Parcel Number 1-1

A triangular tract in the NE corner of Lot 1, Block 6, Budge & Eshelmans Third Addition, City of Grand Forks, State of North Dakota, described as follows:

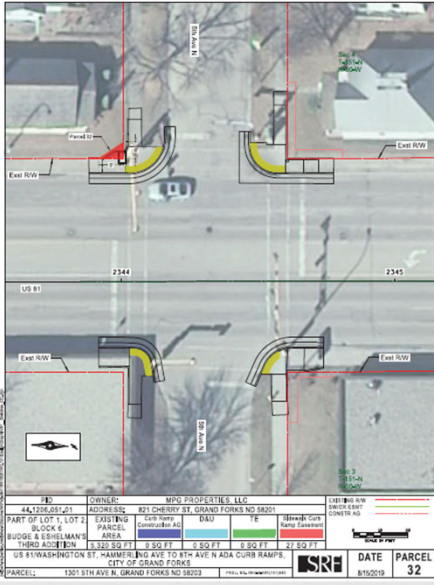
Beginning at the NE corner of Lot 1, Block 6, thence S 0° 00' 00" E a distance of 10.00 feet along the west property line of Lot 1; thence N 21° 48' 05" W a distance of 10.77 feet; thence N 90° 00' 00" E a distance of four feet, along the north property line of Lot 1, to the point of beginning.

Said parcel 1-1 and contains 20.00 SF more or less, and is subject to any easements or rights of way previously acquired.

END OF DESCRIPTION.

The legal description was prepared by Greg Kolden, North Dakota Department of Transportation, 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700.

11



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14

Questions

How are they valued? In the cases where it is obvious the payments will be minimum, can we simplify appraisal waiver valuations without researching sales?

15

Questions

Can LPA's use these forms/processes?

16

Questions

If the project has already been surveyed, do they continue with plats/tce's or switch to this process?

17

Rural Approach Modification Agreement (RAMA)

- Optional Access Modification
 - Benefit to landowner
 - Owner accepts or declines
- Eliminates need for plats
 - Exhibits for each access point
- Eliminates need for valuations
 - No payments
 - Will not condemn



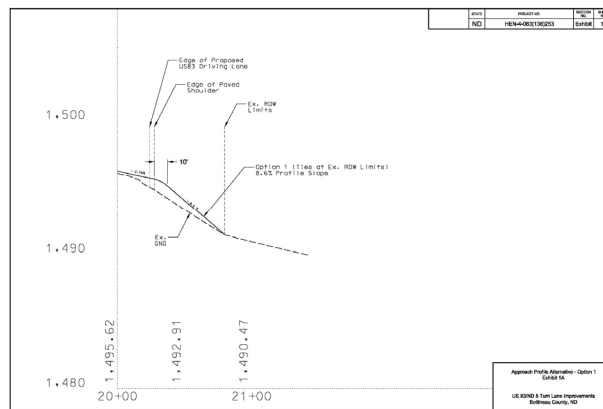
18

Rural Approach Modification Agreement (RAMA)



19

Rural Approach Modification Agreement (RAMA)



20

CURB RAMP / SIDEWALK CONSTRUCTION AGREEMENT

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 61696 (9-2019)

| |
|-----------|
| Project |
| Parcel(s) |

PCN

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

| | |
|------|--------|
| Date | County |
|------|--------|

This agreement, between Grantor(s) whose name and address is listed above and 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.

WITNESSETH, that the Grantor(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, do grant, unto NDDOT, its successors and assigns, permission to enter your property to construct a public curb ramp and/or sidewalk.

The NDDOT will be constructing/reconstructing curb ramp and/or sidewalk adjacent to your property. The improvements will be located within the existing public right-of-way. Construction activities will require light traffic on your property to set and remove forms, reconnect sidewalks and driveways, perform finish work, restore and re-vegetate grass.

No permanent features will be constructed on your property and the areas disturbed will be returned to its original condition. The NDDOT at its expense will repair any property damages caused by negligent and intentional acts. The NDDOT at its expense will repair any property damages arising out of the NDDOT's entry and use of the property.

The NDDOT, its successors and assigns, may at reasonable times enter upon the premises for the purpose of constructing the said described facilities and for the purpose of doing all necessary work in connection therewith.

Grantor(s) shall not alter the condition of the land during the term of this agreement. Grantor(s) shall not store equipment or other materials on the property during the term of the agreement, except for those existing fixtures that will not interfere with NDDOT's construction activities.

It is a condition of this agreement that it shall not be filed for record and that all rights conveyed to the state of North Dakota and NDDOT by this instrument shall terminate upon completion of construction of said project, or in five years from the date of conveyance, whichever comes first. If an agreement is necessary for more than one construction year, the agreement payment (as shown on the compensation and parcel breakdown within the memorandum agreement) will be made for each additional year of construction, up to four years.

This agreement is for the specified purpose only and no other purposes. I/We grant permission to the NDDOT or its agents to enter our property for the purpose and manner described above.

- Yes
- No

EXECUTED the date last signed below.

GRANTOR(S)

| | |
|----------------------|------|
| Name (Type or Print) | |
| Signature | Date |

WITNESS

| | |
|----------------------|------|
| Name (Type or Print) | |
| Signature | Date |

ROW AGENT

| | |
|----------------------|------|
| Name (Type or Print) | |
| Agency/Firm | |
| Signature | Date |

NDDOT APPROVAL

| | |
|----------------------|------|
| Name (Type or Print) | |
| Title | |
| Signature | Date |

CURB RAMP / SIDEWALK EASEMENT

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 61697 (9-2019)

PCN

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| Project |
| Parcel(s) |

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

| | | |
|------|---------------|--------|
| Date | Consideration | County |
|------|---------------|--------|

This easement, between Grantor(s) listed above whose address is also listed above and 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 Ave, Bismarck, North Dakota 58505-0700.

WITNESSETH, that the Grantor(s), for and in consideration of the sum listed above, to them in hand paid by NDDOT, the receipt whereof is hereby acknowledged, do grant unto NDDOT, its successors and assigns, the perpetual right and easement to construct, maintain, and operate a public curb ramp and/or sidewalk together with the right to construct, operate, maintain (excluding snow removal), repair, replace, and remove said facilities.

The NDDOT, its successors and assigns, may at reasonable times enter upon the premises for the purpose of constructing, maintaining, replacing, repairing, or removing the said facilities and for the purpose of doing all necessary work in connection therewith. The NDDOT at its expense will repair any damages to the easement and adjacent property arising out of the NDDOT's entry and use of the easement.

The easement is located in the county listed above, state of North Dakota, and more specifically described as follows, to wit:

hereinafter referred to as the Property:

Excepting and reserving to the Grantor(s) herein, their successors and assigns, all oil, oil rights, natural gas, natural gas rights, and other fluid minerals that may be within or under the Property.

Further, it is a specific condition of this easement that the Grantor(s) shall retain ownership and limited use of the above described Property after construction has been completed. Grantor(s) grant to the state of North Dakota, for the use and benefit of NDDOT, the right of entry during the period of construction and in perpetuity thereafter for maintenance and safety purposes.

Furthermore, Grantor(s) will allow the area to remain undisturbed by not changing the surface of the land through construction grading, or other means, for the duration of the easement.

Grantor shall pay taxes and assessments, if any, which may be levied against this land.

Grantor further agrees not to build any structures or store equipment or other property on the easement.

The Grantor(s) further agrees to release the state of North Dakota, its successors and assigns from all claims for any and all damages resulting to the lands through and across which the parcel of land herein described is located by reason of such construction and maintenance and the removal of materials from the premises hereby covered and from uses incident thereto.

This easement is for the specified purpose only and no other purposes. The NDDOT shall terminate the easement and remove and restore said facilities if the easement is no longer necessary for the specified purpose or in the event the highway is reconstructed.


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.

GRANTOR(S):

| | |
|----------------------|------|
| Name (Type or Print) | |
| Signature | Date |

| ACKNOWLEDGEMENT | |
|---|--------------------|
| Name(s) (Type or Print) | |
| | |
| State | County |
| Executed & acknowledged before me on | Date |
| Name of Notary Public (Type or Print) | Affix Notary Stamp |
| Signature of Notary Public | |
| Commission Expiration Date (if not listed on stamp) | |

| |
|---|
| <p>NDDOT Use Only</p> <p>I certify that the full consideration paid for the property described in this deed is</p> <p>\$ _____</p> <p>North Dakota Department of Transportation</p> <p> As Agent</p> <p>MARK S. GAYDOS, Director of Environmental & Transportation Services</p> <p>Date <input type="text"/></p> |
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CURB RAMP / SIDEWALK QUITCLAIM DEED

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 61698 (9-2019)

PCN

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| Project |
| Parcel(s) |

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

| | | |
|------|---------------|--------|
| Date | Consideration | County |
|------|---------------|--------|

This deed, between Grantor(s) listed above whose address is also listed above and 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.

WITNESSETH, that the Grantor(s), for and in consideration of the sum listed above, to them in hand paid by NDDOT, the receipt whereof is hereby acknowledged, hereby convey unto NDDOT, its successors and assigns, forever, all the tract(s), or parcel(s) of land lying and being listed above, in above county, state of North Dakota, and more specifically described as follows, to wit:

hereinafter referred to as the Property;

NDDOT is acquiring the right of way described in this deed for use as a public highway, specifically curb ramp and/or sidewalk.

Excepting and reserving to the Grantor(s) herein, their successors and assigns, all oil, oil rights, natural gas, natural gas rights, and other fluid minerals that may be within or under the Property.

TO HAVE AND TO HOLD, the above quitclaimed Property, together with all the hereditaments and appurtenances running with or related to the Property, to NDDOT, its successors and assigns.


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.

GRANTOR(S):

| | |
|----------------------|------|
| Name (Type or Print) | |
| Signature | Date |

| | |
|---|--------------------|
| ACKNOWLEDGEMENT | |
| Name(s) (Type or Print) | |
| | |
| State | County |
| Executed & acknowledged before me on | Date |
| Name of Notary Public (Type or Print) | Affix Notary Stamp |
| Signature of Notary Public | |
| Commission Expiration Date (if not listed on stamp) | |

| |
|---|
| <p>NDDOT Use Only</p> <p>I certify that the full consideration paid for the property described in this deed is</p> <p>\$ _____</p> <p>North Dakota Department of Transportation</p> <p> As Agent</p> <p>MARK S. GAYDOS, Director of Environmental & Transportation Services</p> <p>Date <input type="text"/></p> |
|---|

RURAL APPROACH MODIFICATION AGREEMENT

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 61535 (8-2018)

PCN

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|------------|
| Project |
| Exhibit(s) |

| |
|--------------------|
| Approach Number(s) |
|--------------------|

| | | | |
|-------------------|------|-------|----------|
| Landowner(s) | | | |
| Landowner Address | City | State | ZIP Code |

This agreement, is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the above-named Landowner.

The purpose of this agreement is to modify the rural approaches to meet D-203-08 specifications.

WITNESSETH, that the Landowner(s), does hereby grant to the NDDOT, the right to enter upon the property of the Landowner(s) for the purpose of performing the approach modification(s) as shown on the attached exhibit(s). The area(s) to modify is/are located at:

| RA - | Hwy # | Station | Section | Township | Range | County |
|------|-------|---------|---------|----------|-------|--------|
| | | | | | | |

I/we, the undersigned, understand that we have the option to accept or reject the proposed approach modification(s).

I/we agree to accept proposed approach modification(s)

I/we do not accept proposed approach modification(s)

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(S):

| | |
|----------------------|------|
| Name (Type or Print) | |
| Signature | Date |

WITNESS

| | |
|----------------------|------|
| Name (Type or Print) | |
| Signature | Date |

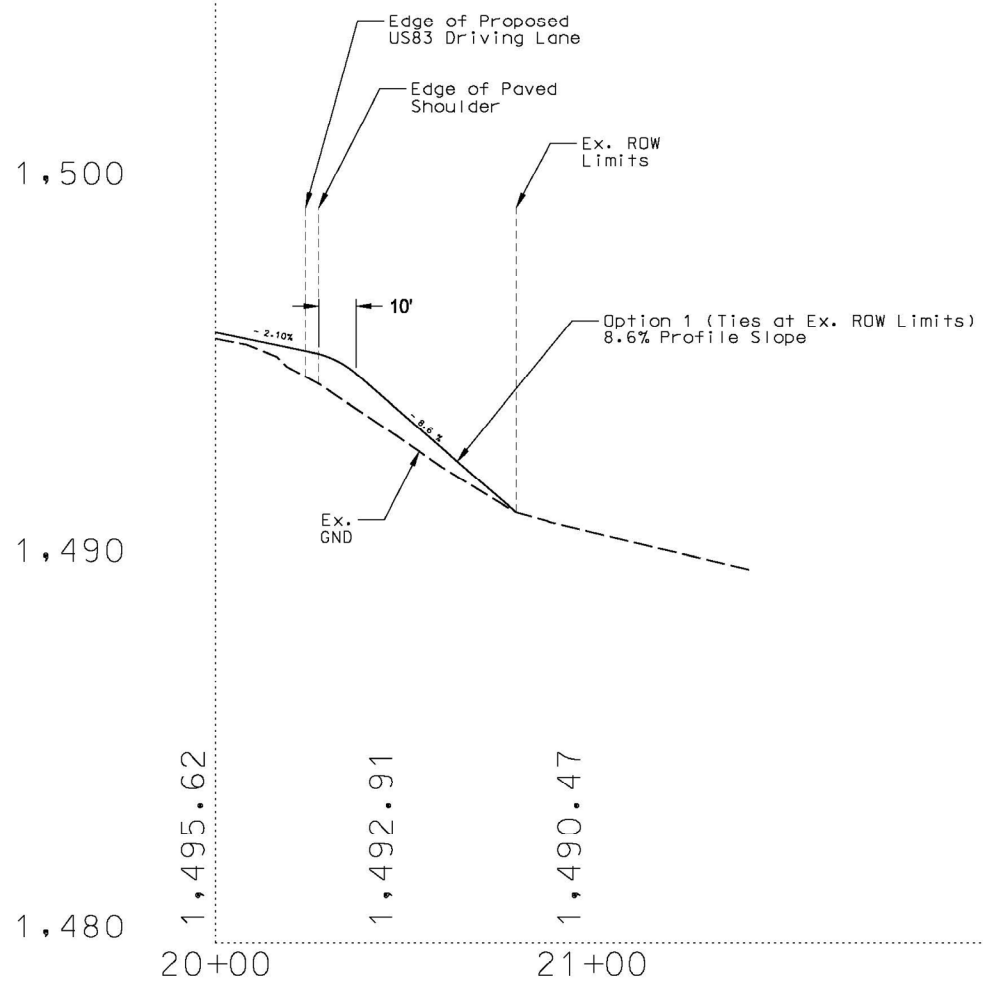
ROW AGENT

| | |
|----------------------|------|
| Name (Type or Print) | |
| Signature | Date |

NDDOT APPROVAL

| | |
|----------------------|------|
| Name (Type or Print) | |
| Signature | Date |

| | | | |
|-------|-------------------|-------------|-----------|
| STATE | PROJECT NO. | SECTION NO. | SHEET NO. |
| ND | HEN-4-083(138)253 | Exhibit | 1A |



Approach Profile Alternative - Option 1
Exhibit 1A

US 83/ND 5 Turn Lane Improvements
Bottineau County, ND

LUNCH & LEARN

Tuesday
December 10, 2019

12:00 pm - 1:00 pm CST

RIGHT OF WAY

Quality Title Company

**NEW CHANGES WITH
TITLE REQUIREMENTS**

LOCATIONS

In Bismarck at Central Office
Room 310-312 (DOT Building – 608 E Boulevard Ave)

Or

Video conferencing at NDDOT district offices
(Dickinson, Minot, Williston, Valley City, Fargo, Devils Lake, Grand Forks,
DOTSC and Materials & Research)

Or

Conference call-in is available
(Instructions available on website)

RSVP

www.dot.nd.gov/LunchAndLearn.htm

**PIZZA WILL BE
SERVED AT
CENTRAL OFFICE
\$5 Lunch**

UPCOMING MEETINGS:

**JANUARY 30
BEN KUBISHTA**

**FEBRUARY 27
TRANSPORTATION
RESEARCH BOARD
Annual Meeting
Update**

SUGGESTIONS QUESTIONS OR COMMENTS?

[www.dot.nd.gov/
LunchAndLearn.htm](http://www.dot.nd.gov/LunchAndLearn.htm)

NDDOT
North Dakota
Department of Transportation