

ACQUISITION AGREEMENT CLAUSES

Clause: Abbreviations
Situation: Whenever any of the abbreviations are used
Instruction: Add the following clause

Abbreviations

Sta.	Station
SR	Side road
+/-	Plus or minus
+/-PL	Plus or minus property line
+/-Ex R/W	Plus or minus existing right of way
+/-PROP R/W	Plus or minus proposed right of way

Clause: A-1
Situation: Access constructed where the buyer agrees to construct the entrances
Instruction: Add the following clause

Buyer agrees to construct a type _____ entrance at Sta. _____, _____ side.

It is understood and agreed all other entrances not listed or allowed in this agreement will be eliminated.

Clause: A-2
Situation: Access amended due to relocation of entrance(s) on property where access was previously acquired and entrance(s) were previously granted and new access is being allowed
Instruction: Add the following clause

It is understood and agreed that the right of access granted in a certain Warranty Deed /Condemnation recorded in the _____ County recorder's office on _____, in book _____, page _____, is amended as follows:

Access at Sta. _____, on the _____ side, is eliminated. Access at Sta. _____, on the _____ side, is allowed.

This amendment is in accordance with the Buyer's right to regulate, restrict or prohibit such access as set forth in Code of Iowa chapter 306A, and shall be binding on the Seller's heirs, successors and assignees.

Clause: A-3

Situation: Permitting of entrance(s) on property where access was previously acquired and entrance(s) were NOT previously granted, but are NOW being allowed

Instruction: Add the following clause

It is understood and agreed that the right of access granted in a certain Warranty Deed /Condemnation recorded in the _____ County Recorder's Office on _____, in book _____, page _____, is amended as follows:

Access at Sta. _____, on the _____ side, is allowed.

This amendment is in accordance with the Buyer's right to regulate, restrict or prohibit such access as set forth in Code of Iowa chapter 306A, and shall be binding on Seller's heirs, successors and assigns.

Clause: A-4

Situation: Permitting of entrance(s) on property where access was previously acquired and entrance(s) were previously granted, but are NOW being eliminated

Instruction: Add the following clause

It is understood and agreed that the right of access granted in a certain Warranty Deed /Condemnation recorded in the _____ County Recorder's Office on _____, in book _____, page _____, is amended as follows:

Access at Sta. _____, on the _____ side, is eliminated.

This amendment is in accordance with the Buyer's right to regulate, restrict or prohibit such access as set forth in Code of Iowa chapter 306A, and shall be binding on Seller's heirs, successors and assigns.

Clause: A-5

Situation: Access control only agreement with no conveyance of real estate

Instruction: Add the following clause to the agreement.

It is the intent of this agreement not to convey any real estate, but to restrict the right of ingress and egress from the herein-described land.

Clause: A-6

Situation: Advertising device(s)

Instruction: Add the following clause regarding mutual benefit tenant agreement for advertising signs.

It is understood and agreed that the advertising device located at Sta. _____, permit number _____, is considered to be personal property; and the relocation of which will be made part of the Relocation Assistance Program.

Clause: B-1
Situation: Surface borrow, topsoil will not be replaced
Instruction: Add the following clause

In consideration of this contract, the provisions of this borrow agreement and the total lump-sum payment shown on page one of this agreement, the Seller hereby grants to the Buyer a temporary easement for the purpose of removing borrow material.

The Right-of-way Plot Plan, attached as page _____ of this agreement, graphically illustrates the proposed temporary easement for the borrow area being granted.

The resident construction engineer will release the said temporary easement by recording a Release of Temporary Easement no later than one year after the grading, paving, shouldering, and erosion control have been completed on this project. The Buyer will provide the Seller with a copy of the release after it has been recorded.

It is further specifically understood and agreed that the Buyer will leave the surface of the borrow area sloped to drain and will not repair or replace any drain tile within the borrow area. The topsoil will not be replaced upon the borrow area. The Buyer makes no warrants or promises as to the final condition or design of the borrow area.

The Buyer agrees the borrow area will be fertilized and seeded with an appropriate temporary seed mixture based on soil types, conditions and time of the year.

Clause: B-2
Situation: Surface borrow, topsoil will be replaced
Instruction: Add the following clause

In consideration of this contract, the provisions of this borrow agreement and the total lump-sum payment shown on page one of this agreement, Seller hereby grants to the Buyer a temporary easement for the purpose of removing borrow material.

The Right-of-Way Plot Plan, attached as page _____ of this agreement, graphically illustrates the proposed temporary easement for the borrow area being granted.

The resident construction engineer will release the said temporary easement by recording a Release of Temporary Easement no later than one year after the grading, paving, shouldering, and erosion control have been completed on this project. The Buyer will provide the Seller with a copy of the release after it has been recorded.

It is further specifically understood and agreed that the Buyer will leave the surface of the borrow area sloped to drain and will not repair or replace any drain tile within the borrow area. The Buyer makes no warrants or promises as to the final condition or design of the borrow area.

The Buyer agrees to remove, stockpile and replace a minimum of 8 inches of topsoil over the borrow area.

The Buyer agrees the borrow area will be fertilized and seeded with an appropriate temporary seed mixture based on soil types, conditions and time of the year.

Clause: B-3
Situation: Pond borrow
Instruction: Add the following clause to the agreement

In consideration of this contract, the provisions of this borrow agreement and the total lump-sum payment shown on page one of this agreement, the Seller hereby grants to the Buyer a temporary easement for the purpose of removing borrow material.

The right-of-way plot plan, attached as page _____ of this agreement, graphically illustrates the proposed temporary easement for the borrow area being granted.

The resident construction engineer will release the temporary easement by recording a Release of Temporary Easement no later than one year after the grading, paving, shouldering, and erosion control have been completed on this project. The Buyer will provide the Seller with a copy of the release after it has been recorded.

The Buyer does not warrant or guarantee the pond borrow will hold water. The drain tile within the borrow area will not be replaced. The Buyer makes no warrants or promises as to the final condition or design of the borrow area.

The Buyer agrees to remove, stockpile and replace a minimum of 8 inches of topsoil over the borrow area to the approximate waterline of the pond area.

The Buyer agrees the borrow, except the pond area, will be fertilized and seeded with an appropriate temporary seed mixture based on the soil types, conditions and time of year.

Clause: B-4
Situation: When the owner wants the borrow to be acquired by temporary easement rather than by fee title:
Instruction: Add the following clause to the agreement

It is understood and agreed that at the Seller's have requested that the borrow area described in Item No. ___ of the Agreement be acquired by temporary easement rather than by fee title as offered by the Buyer. The Seller understands and agrees there are no warrants or promises as to the condition of the temporary borrow area after completion of the highway project other than what is written in this Agreement. The Seller will accept the temporary easement area "as is" when the temporary easement is released at the completion of this highway construction project.

Clause: B-5

Situation: When the DOT has offered to acquire a borrow area by fee title and the area does not have access to the owners remaining land or the public road system but the owner wants to retain the borrow area and requests that it be acquired by Temporary Easement.

Instruction: Add the following clause to the agreement

It is understood and agreed that at the Seller has requested that the borrow area described in Item No. ___ of this Agreement be acquired by temporary easement rather than by fee title as offered by the Buyer. The Seller understands and agrees there are no warrants or promises as to the condition of the temporary borrow area after completion of the highway project other than what is written in this Agreement. The Seller will accept the temporary easement area "as is" when the temporary easement is released at the completion of this highway construction project.

It is further understood and agreed the described borrow area will not have access to the Sellers remaining property or to the public road system. As such the State has offered to acquire the property by fee title as an **uneconomic remnant**. The Seller acknowledges that payment in full as an uneconomic remnant is included in the Total Lump Sum on page 1 of this Agreement.

Clause: B-6

Situation: Buildings and/or improvements salvage deduction

Instruction: Add this clause when reserving a building(s) and/or improvement(s) for the Seller, with the salvage value deducted from the agreement's total lump-sum amount.

The _____, located _____ is/are reserved for the Seller. The Seller agrees to remove the item(s) from the premises on or before _____. Should the Seller fail to remove the item(s) by the date specified, they shall become the property of the Buyer, who shall remove them from the property as they see fit.

It is understood and agreed that the sum of \$ _____ has been deducted from the total lump-sum amount shown on page one of this agreement for the Seller's salvage rights to for the item(s). The Seller agrees to acquire all necessary permits and to comply with all local ordinances and/or requirements, including, but not limited to, the removal of building(s) to the foundation level and to isolate, cap, shut off, and disconnect all utilities to building(s) and/or improvement(s). The Seller indemnifies and holds the Buyer harmless for all salvage activities and agrees to leave the salvage area in a safe manner.

Clause: B-7

Situation: Buildings and/or improvements are being acquired

Instruction: Add these clauses when acquiring buildings and/or improvements. Complete the listing of the items being acquired.

It is the intent of this agreement to acquire all improvements located upon the premises being sought. A brief description of the improvements includes, but is not limited to, the following items:

_____, along with all heating, cooling, plumbing, and electrical systems, and connected apparatus; all doors, windows, cabinets, floor coverings, and any other fixtures that, if removed, would damage the integrity of the structure; and all trees, shrubs, landscaping, surfacing, and any other improvements attached to the premises.

Clause: C-1

Situation: Conveyance to the city or county.

Instruction: Add this clause when part of an acquisition is to be deeded directly to another jurisdiction, such as a city or county.

The Seller agrees to convey that portion of the premises needed for this improvement project directly to _____, Iowa. This portion contains _____.

Clause: C-2

Situation: Court approval is required to proceed with this agreement since the conservator or executor has no authority to convey deed to the property.

Instruction: Add this clause when a conservator or executor has no authority to convey the deed to the property.

Seller agrees to proceed promptly and diligently to secure district court approval of this agreement. Buyer agrees to pay Court costs and legal expenses incurred by Seller in obtaining such approval, but not to exceed \$ _____.

Clause: C-3

Situation: Court appointment of a conservator is needed for a minor or legally incompetent person

Instruction: Add this clause when the court needs to appoint a conservator for a minor or a legally incompetent person.

The Seller agrees to promptly and diligently proceed in securing district court appointment of a legal conservator for _____. The Buyer agrees to pay court costs and legal expenses incurred by the Seller in obtaining the court appointment, not to exceed \$_____.

Clause: C-4

Situation: When the proposed project letting is scheduled after October 1 of the calendar year in which the land is to be acquired. Crops may be reserved for the owner and/or tenant for the calendar year.

Instruction: Add this clause to the agreement.

All 20XX growing crops are reserved to the Seller, if removed by Nov. 1, 20XX. Any crops not removed by that date shall become the property of the Buyer. Should the Buyer require possession of the premises prior to Nov. 1, 20XX, the Buyer may enter and damage or destroy the crop. The Buyer shall compensate the Seller for damaged or destroyed crops based upon a rate of \$_____ per acre.

Clause: C-5

Situation: If the crops have not yet been planted, the owner or tenant may elect to be compensated for providing weed and erosion cover for the area to be acquired.

Instruction: Add the following clause to the agreement. **NOTE: When the proposed project letting is scheduled prior to October 1 of the calendar year the land is acquired, the crops will not be reserved to the owner and/or tenant.**

If the crops have been planted prior to July 1, the owner and/or tenant will be compensated based upon the costs of planting the crop.

Seller agrees to provide weed and erosion control on the premises being sought for the 20XX crop year. The control shall include the planting of oats, wheat or barley, and mowing. Payment is based on a rate of \$_____ per acre. The planting of row crops is prohibited. Part of the lump-sum payment on page one of this agreement is settlement in full for providing the weed and erosion control. The Buyer retains ownership of the cover crop and full possession of the premises.

Clause: C-6

Situation: Field preparation and/or crop planting has already occurred

Instruction: Add the following clause to the agreement. **NOTE: After July 1, compensation will be based upon the value of the crop, minus harvest and hauling expenses.**

Part of the lump-sum payment in this agreement is settlement in full for all field preparation and/or planting costs incurred for the 20XX crop season. Payment is based on a rate of \$_____ per acre.

Clause: C-7

Situation: Loss or damage to crop

Instruction: Add the following clause to the agreement. **NOTE: Crop reservations, payment and agreements to provide weed control shall only be considered within the same calendar year the agreement for the land is signed.**

Part of the lump-sum payment in this agreement is settlement in full for all loss or damage for the 20XX crop season. Payment is based on a rate of \$_____ per acre.

The agreement will clearly reflect that compensation has been received for the crop and belongs to the State of Iowa.

Clause: C-8

Situation: If seller hauls and disposes of contamination

Instruction: Add the following clause **NOTE: Contamination clauses are not to be used without prior approval from the project agent or supervisor.**

It is understood the property being sought has been used for a fuel station and the soil may be contaminated. The acquisition price of the property reflects its value, without the presence of contamination.

As part of this highway project, it may be necessary to excavate soil between Sta. _____ and Sta. _____, a strip _____ feet wide, on the _____ side. The soil may require disposal as contaminated material. The Buyer agrees to excavate the soil and provide suitable fill material. The Buyer shall place any contaminated material upon the Seller's remaining and adjoining land; and the Buyer is granted a temporary easement as necessary upon the Seller's remaining property for this stockpiling purpose. The Seller agrees to dispose of any contaminated material under the direction of the Iowa Department of Natural Resources. The Seller shall indemnify and hold harmless the Buyer from all costs, expenses and liabilities arising out of the storage, hauling and disposal of any contaminated material.

Clause: C-9

Situation: The soil is contaminated. The state will dispose of the material and bill the seller.

Instruction: Add the following clause to the agreement.

It is understood the property has been used for a fuel station and there may be contamination of the soil. The acquisition price of the property reflects its value, without the presence of the contamination.

As part of this highway project, it may be necessary to excavate soil between Sta. _____ and Sta. _____, a strip _____ feet wide, on the _____ side. The soil may require disposal as contaminated material. The Buyer agrees to excavate and haul away the soil, dispose of any contaminated material and provide suitable fill material. The Seller agrees to reimburse the Buyer for all costs incurred in the hauling and disposal of the contaminated material. Reimbursement will be made promptly upon the provision of an itemized invoice or copies of receipts to the Seller for the costs. The Seller shall indemnify and save harmless the Buyer from all costs, expenses and liabilities arising out of the storage, hauling and disposal of any contaminated material.

Clause: C-10

Situation: Elimination of a monitoring well

Instruction: Add the following clause to the agreement.

As a part of this highway project, the monitoring well located at Sta. _____ owned by Seller on the property sought shall be eliminated. The Buyer shall plug and abandon the well. If replacement of the well is required to comply with the terms of any law, rule or administrative order, in addition to the total lump-sum shown on page one of this agreement, Buyer agrees to reimburse Seller for the actual and reasonable cost of replacing said well. The replacement of said well shall be accomplished under the direction of the Iowa Department of Natural Resources. Reimbursement will be made upon Seller providing Buyer with itemized bills and receipts for the replacement of the well. The current estimate for replacing the well is \$ _____.

Clause: D-1

Situation: Debris disposal

Instruction: Add the following clause to the agreement.

It is understood and agreed by the Seller, that the debris described, but not limited to that listed below, located on the premises being sought, will be removed by the Seller prior to the possession date shown on page one of this agreement.

Clause: D-2

Situation: Description, more or less

Instruction: Add this clause to the agreement when the land surveyor's plat is not yet available.

It is understood and agreed that the final conveyance document will show the area of the premises to be conveyed, as determined by a land surveyor's plat. Should the plat indicate a slightly greater area to be conveyed than that shown on page one of this agreement, then the Buyer will adjust the total lump-sum amount of this agreement to pay for the additional area. The Seller hereby waives any additional payment of less than \$50.00.

Clause: D-3

Situation: Detour road

Instruction: Add this clause when a temporary detour road is needed during construction.

The Seller grants the Buyer the right to construct, maintain, operate, and remove a temporary detour road on the Seller's property, described as follows; and as measured from the centerline of the proposed highway and shown on the project plans.

From Sta. _____ to Sta. _____, a strip _____ feet wide, on the _____ side;
From Sta. _____ to Sta. _____, a strip _____ feet wide, on the _____ side;

The temporary detour road will remain in place until the completion of this highway project.

When released back to the Seller, the Buyer agrees to scarify the area by machine method to a depth of 16 to 20 inches.

Clause: D-4

Situation: Divorce

Instruction: Add this clause when there is a pending divorce between a husband and wife that are grantors.

Seller agrees that if either spouse files for dissolution of marriage, they shall promptly and diligently petition the District Court for approval of this agreement and distribution of the monetary proceeds.

Clause: D-5

Situation: Donation of the land to the State of Iowa

Instruction: Add this clause when the property owner elects to donate the land to the State of Iowa.

The Seller acknowledges entitlement to just compensation based upon the Buyer's approved appraisal of the property described on page 1 of this agreement. Nevertheless, the Seller desires to donate the property as allowed in Code of Iowa Section 6B.54. The seller agrees and is responsible for all taxes due up to and including the date of possession.

Clause: D-6

Situation: Payment for an extended driveway

Instruction: Add the following clause to the agreement.

It is understood and agreed that the total lump-sum payment shown on page one, paragraph three of this agreement includes payment in full for an additional _____ lineal feet of driveway.

Clause: F-1

Situation: Fence payment, where costs are incurred by the Seller

Instruction: Add the following clause to the agreement.

The Seller will erect replacement fence and then provide the Buyer with paid receipts documenting actual labor and material costs.

In addition to the total lump-sum payment amount shown on page one of this agreement, the Buyer agrees to pay to the Seller the actual and reasonable costs of replacing length measurement of type fencing, not to exceed \$_____, as furnished by Seller. Payment will be made on the basis of itemized bills and/or receipts furnished by the Seller to the Buyer after the Seller's construction of the fence. Payment will not be made for replacement of gates. The Seller may salvage any existing gates and/or fencing prior to construction of the project. Any existing gates and/or fencing that are not removed shall become the property of the Buyer.

Clause: F-2
Situation: Scheduled replacement fence payment
Instruction: Add the following clause.

The Seller will erect replacement the fence and the Buyer will include payment for the fence in the total lump-sum payment amount, based on the cost-per-rod schedule developed by the Buyer.

The Buyer agrees to pay the cost of \$_____ rods of _____ fencing. Payment will be made at the rate of \$_____ per rod and is included in the total lump-sum payment amount shown on page 1 of this agreement. Payment will not be made for replacement of gates. The Seller may salvage any existing gates and/or fencing prior to construction of the project. Any existing gates and/or fencing that are not removed shall become the property of the Buyer.

Clause: F-3
Situation: Payment for temporary fencing
Instruction: Add the following clause to the agreement.

For control of farm animals during construction, the Seller will erect temporary fencing for the borrow or other easement areas.

It is understood and agreed that, in addition to the total lump-sum amount shown on page one of this agreement, the Buyer agrees to pay the Seller for the Seller's construction of temporary fencing that is necessary along the Temporary Easement _____ area during the construction period. The resident construction engineer will measure the temporary fence, and payment will be made at the rate of \$_____ per rod for woven wire fence, \$_____ per rod for barbed wire fence and \$_____ per rod for electrical fence.

Clause: F-4
Situation: Fencing for access control on the interstate
Instruction: Add this clause on agreements for certain interstate and freeway projects, where required. Replace the underlined text with the name of the route.

It is understood and agreed that the Buyer will construct and maintain access control fencing along Interstate XX/U.S. XX.

Clause: F-5

Situation: Fencing across a water gap

Instruction: Add this clause on agreements whenever fencing across a water gap is required and payment is included in the lump sum.

Included in the Total Lump Sum on page 1 of this Agreement, is payment in full in the amount of \$_____ for water gap fencing at Sta. _____. The Seller is responsible for all future maintenance or replacement of said water gap fencing.

Clause: F-6

Situation: Fencing across a water gap

Instruction: Add this clause on agreements whenever fencing across a water gap is required and payment will be made at the actual and reasonable costs.

It is understood and agreed, in addition to the Total Lump Sum on page 1 of this Agreement, the Buyer agrees to pay the Seller the actual and reasonable costs, based on paid receipts, of the water gap fencing at Sta. _____. It is further understood the Seller is responsible for all future maintenance or replacement of the water gap fencing.

Clause: F-7

Situation: Flowage easement

Instruction: Add the following clause to the agreement. Select meters or feet as the form of measurement.

It is understood and agreed that the flowage easement gives the Buyer the perpetual right, power, privilege, and easement, to overflow, flood and submerge, to an elevation of meters/feet above mean sea level.

Clause: F-8

Situation: Federal Estate Tax Repayment

Instruction: Add the following clauses to the agreement. ******(insert following language when State tax also involved): and the amount of recaptured State Inheritance Tax incurred to obtain partial release of State Tax Lien under Code of Iowa Chapter 450B (qualified use election)

Buyer agrees to reimburse Seller the amount of recaptured Federal Estate Tax incurred to obtain partial release of Federal Tax Lien under IRC Sec. 2032A(c) due to the special valuation elected under section 2032A, and/or section 2057(f),****** as to the subject property only, and legal fees not exceeding \$_____ incurred to obtain such release. Said reimbursement shall be made upon submission of paid itemized receipts.

Clause: I-1

Situation: Public liability insurance

Instruction: Add the following clause to either a **partial or total acquisition agreement** when granting continued possession of an acquired property.

The Seller agrees to maintain existing liability insurance for loss or damage to the property or for personal injury arising out of the Seller's continued possession or use of the property.

Seller's insurance agent and carrier _____
Policy number _____ Address _____

Clause: I-2

Situation: Extended insurance coverage

Instruction: Add to a partial acquisition or total acquisition agreement when granting continued possession on acquired major structures and/or improvements.

The Seller agrees to keep fire, tornado, extended coverage, and added perils insurance in the minimum amount of \$ _____ payable to all parties as their interests may appear from this date, until delivery of the deed and possession. The Buyer shall notify all insurance companies of this agreement. In case of loss or destruction of part or all of the premises from causes covered by the insurance, the Seller agrees to accept the lump-sum payment and endorse the proceeds of any such insurance recovery. The Seller assigns to the Buyer any and all of the Seller's rights under such insurance agreements.

Clause: I-3

Situation: Insurance protection for the premises

Instruction: Add this clause to a *Total Acquisition Agreement* and Partial Acquisition Agreement when granting continued possession on acquired major structures and/or improvements.

The Seller shall protect the premises from damage and prevent injury to people. The Seller shall make all repairs to the heating system, roof, electrical system, doors, windows, and equipment necessary to maintain the premises in a safe operating condition to prevent damage to the premises and avoid injury to all occupants, guests and public. The Seller shall indemnify and save the Buyer harmless from all loss, claims and causes of action for all damage to property and injury to persons arising out of the Seller's continued possession and use of the property.

Clause: I-4
Situation: Intent to acquire
Instruction: Add the following clause to the agreement.

It is the intent of this agreement to totally acquire the parcel of land described as:

Clause: I-5
Situation: Indemnification for project work
Instruction: Add the following clause to the agreement. **Note: This clause should only be used with Supervisor approval**

The Sellers agree that payment in full as shown on page 1 of this agreement shall indemnify, release, acquit, hold harmless, and forever discharge the State of Iowa, its agencies, officers, employees, agents, and all other persons acting on behalf of the State or any state agency, including any and all contractors, from all liability, including any and all claims, demands, rights of subrogation, and course of action for property damage relative to the above referenced project affecting the Seller, which the Seller may have or claim to have by reason of such project.

Clause: L-1
Situation: Lessor/lessee agreement
Instruction: Add this clause when a major leasehold interest is being acquired and both the lessor and lessee must execute the same agreement.

It is understood and agreed that should the lessor or lessee elect not to enter into this agreement, the agreement shall be considered null and void, and all interests shall become the subjects of eminent domain proceedings.

This agreement shall also apply to and bind the legal successors in interest of the lessee. The lessee warrants possession of a good and valid lease, and the right to occupy and use the premises as tenant, as well as good and sufficient title to any property sold to the Buyer. The lessee agrees to surrender possession of the premises per the terms of this agreement, relinquishes all rights to possession and use of the premises, and acknowledges full satisfaction and settlement from the Buyer for all claims of every type by reason of being deprived of the possession and use of the premises due to construction of the highway. The lessee further agrees to pay all liens, assessments, taxes, and encumbrances for which the lessee may be liable as a tenant against any property sold to the Buyer.

The Buyer will make all payments payable to the lessor and lessee. The lessor and lessee agree to make any necessary divisions of the proceeds.

Clause: M-1

Situation: Division on monetary proceeds from agreement

Instruction: Add this clause when the Seller requests that payment be made by separate warrants to various sellers. **Please note contractual obligations such as payment for abstracting**

The Sellers request, and the Buyer agrees, that the gross proceeds of this agreement shall be paid as follows:

_____ percent payable to _____ and all applicable interests, as described in Items 6 and 7 of this agreement; and

_____ percent payable to _____ and all applicable interests, as described in Items 6 and 7 of this agreement.

Clause N-1

Situation Notarization

Instruction Use this clause when notarizing

Clause N-2
Situation Notarization
Instruction Use this clause when notarizing municipalities

Seller's signature and claimant's certification: Upon due approval and execution by the Buyer, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

Seller's Signature

Seller's Signature

MUNICIPAL ACKNOWLEDGEMENT – Acknowledgement for municipal corporations

STATE OF IOWA
COUNTY OF _____ ss:

On this _____ day of _____, _____, before me, the undersigned, a notary public in and for said the State of Iowa, personally appeared _____ and _____ to me personally known, who being by me duly sworn, did say that they are the mayor and city clerk, respectively, of the city of _____, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its city council **Error! Bookmark not defined.**, as contained in ordinance number _____, passed (the resolution adopted) by the city council under roll call number _____ of the city council on the _____ day of _____, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed, and the voluntary act and deed of the corporation, by it voluntarily executed.

(NOTARY SEAL)

(Sign in ink)

(Print/type name)

Notary Public in and for the State of Iowa

Clause: P-1

Situation: Plot plan attached to the agreement

Instruction: Add the following clause to the agreement

The Right-of-Way Design Plot Plan, attached as page _____ of this agreement, graphically illustrates the proposed acquisition area. It is understood and agreed that the registered land surveyor's plat, which will be attached to the future conveyance document, will supersede and replace this plot plan as the accurate and correct plat of the land being conveyed. Should the land surveyor's plat indicate slightly greater acreage/square footage to be conveyed than that shown on page one of this agreement, the payment due the Seller will be increased accordingly, and shown on the future conveyance document. The Seller hereby waives any increased payment of less than \$50.

Clause: P-2
Situation: The plot plan for a temporary easement is attached to the agreement.
Instruction: Add the following clause to the agreement.

The Sellers grant to the Buyer a temporary easement for the purpose of _____. The Right-of-Way Design Plot Plan, attached as page _____ of this agreement, graphically illustrates the proposed temporary easement area being granted. The temporary easement shall terminate on completion of this highway project.

Clause: R-1
Situation: Relocation assistance assurance
Instruction: Add the following clause to the agreement.

It is understood and agreed that the Seller does not jeopardize any rights to relocation assistance benefits available under the law by signing this agreement.

Clause: R-2
Situation: Owner has requested 6B.52 in the purchase agreement
Instruction: Add the following clause to the agreement.

Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.

Clause: S-1
Situation: Supplemental owner agreement
Instruction: Add this clause when preparing a supplemental agreement required because a change or correction is needed in an owner's agreement that is already signed and processed.

This agreement is a supplement to the original agreement between the same parties, dated _____, recorded on _____ in the _____ County Recorder's Office _____, all terms of which remain in full force and effect.

Clause: S-2
Situation: Supplemental tenant agreement
Instruction: Add this clause when preparing a supplemental agreement that is required because a change or correction is needed in a tenant's agreement that is already signed and processed.

This agreement is a supplement to the original agreement between the same parties, dated _____, all terms of which remain in full force and effect.

Clause: S-3
Situation: Septic system
Instruction: Add this clause when a septic system lying within the proposed right of way will be disturbed by new construction, and must be either repaired or replaced.

The Buyer agrees to pay the Seller the actual and reasonable costs necessary to replace the septic system serving the dwelling.

The septic system is to be constructed and installed in accordance with local and county codes, and under the supervision of the local sanitarian. Payment will be made when the Seller provides the Buyer with original itemized invoices and/or receipts for the replacement of the septic system, and a certification of compliance from the local sanitarian. Payment is based upon a current estimate of \$ _____.

Clause: S- 4
Situation: Septic system
Instruction: Add this clause when it is unclear if highway construction will impact the Sellers septic system.

It is understood and agreed by Buyer and Seller that if a portion of the legally constructed septic leech bed, or system, is damaged or destroyed by the construction of this highway improvement project, that portion shall be repaired or replaced at no expense to the Seller.

Clause: S-5
Situation: Drainage structure used as stockpass
Instruction: Add this clause when the seller is granted the right to use a drainage structure as a stockpass, with no payment to the seller.

The Seller is reserved the right to use the _____ located at Sta. _____ as a stockpass, with the understanding that the Buyer will maintain the structure for drainage purposes only and assumes no liability for its use as a stockpass.

Clause: S-6

Situation: The seller agrees to participate in construction cost, and the seller's share of the cost is deducted from the total lump-sum amount.

Instruction: Add the following clause to the agreement **Caution: This clause is not to be used without prior approval of the acquisition supervisor and the Right of Way Director.**

The Buyer agrees to construct a _____ stockpass at Sta. _____ for the use by the Seller. The Seller agrees to pay \$ _____ for the stockpass. The dollar amount is deducted from the total lump-sum amount shown on page one of this agreement.

Maintenance of the stockpass by the Buyer is limited to the structure itself and does not include maintenance of the approaches or cleaning out the structure.

Buyer is granted a Temporary Easement "as necessary" on Seller's property in order to construct said stockpass. Said Temporary Easement shall terminate upon completion of this highway project.

Clause: S-7

Situation: Seller's share of the cost of the stockpass to be paid by the seller separately; the seller agrees to participate in the construction cost and the seller's share of the cost is to be paid to the buyer upon request.

Instruction: Add the following clause to the agreement. **Caution: This clause should not be used without prior approval of the acquisition supervisor**

The Buyer agrees to construct a _____ stockpass at Sta. _____ for the use of the Seller. The Seller agrees to pay \$ _____ for the stockpass. Payment is to be made by certified check payable to the Buyer, upon request of the resident construction engineer prior to construction of the stockpass.

Maintenance of the stockpass by the Buyer is limited to the structure, and does not include maintenance of the approaches or cleaning out the structure.

The Buyer is granted a temporary easement "as necessary" on the Seller's property to construct the stockpass. The temporary easement shall terminate upon completion of this highway project

Clause: T-1
Situation: Temporary easement
Instruction: Add the following clause to the agreement

The Buyer is granted a temporary easement, as described below, on the Seller's property for the purpose of _____; and as measured from the centerline of the proposed highway, as shown on the project plans. The temporary easement shall terminate upon completion of this highway project.

From station _____ to Sta. _____, a strip _____ feet wide, on the _____ side; and

From station _____ to Sta. _____, a strip _____ feet wide, on the _____ side

Clause: T-2
Situation: Release of a major, temporary easement
Instruction: Use this clause to release a major, temporary easement that must be released by the resident construction engineer at a later date. For example, easements necessary for borrows, channel reconstruction, detour roads, haul roads, and other major, temporary construction rights that require a considerable portion of a single or several construction seasons or will cause considerable damage to the property.

The resident construction engineer will release said temporary easement by recording a Release of Temporary Easement no later than one year after the grading, paving, shouldering, and erosion control have been completed on this project. The Buyer will provide the Seller with a copy of the release after it has been recorded.

Clause: T-3
Situation: Temporary easement for a haul road
Instruction: Add these clause when need a temporary easement is needed to provide access to a borrow or other construction area.

The Buyer is granted a temporary easement on the Seller's property for the purpose of constructing, maintaining, operating, and removing a _____-foot wide haul road on the Seller's property from Sta. _____ to the construction area, by the most direct route.

The temporary easement shall terminate upon completion of this highway project. When released back to the Seller, the Buyer agrees to scarify the area by machine method to a depth of 16 to 20 inches.

Clause: W-1

Situation: Hazardous waste

Instruction: This Iowa Department of Natural Resources clause is a requirement in all right-of-way acquisition agreements. It is included in the "body" of the agreements.

The Seller states and warrants that there is no known well site, solid waste disposal site, hazardous substances, burial site or underground storage tanks on the premises being sought, except _____.

Clause: W-2

Situation: Waste material created by the buyer on the project site

Instruction: This clause is used when the Buyer is allowed to dispose of waste material on the Seller's property, when required by the construction plans.

It is understood and agreed that the Buyer is granted the right to deposit waste material, consisting of _____, on the Seller's property within an area described as _____.

Clause: W-3

Situation: Impounding of water

Instruction: Add the following clause to the agreement.

The Buyer is granted the right to impound water from surface and/or tile drainage on the Seller's land to an elevation of _____ feet, as described below and measured from the centerline of the proposed highway, as shown on the project plans.

From Sta. _____ to Sta. _____, a strip _____ feet wide, on the _____ side; and
From Sta. _____ to Sta. _____, a strip _____ feet wide, on the _____ side

Clause: W-4

Situation: Replacement of a well with the costs paid by the buyer on future receipts

Instruction: Add the following clause to the agreement.

The Buyer agrees to pay the actual and reasonable cost, based on a detailed written estimate of \$_____, for replacing the well, located at_____, and measured from the centerline of the highway. Payment will be made when the Seller provides the Buyer with original itemized invoices and/or receipts for the replacement of the well and a certificate of compliance from the local sanitarian that the new well is certified for drinking water (potable water) and complies with state law. The Seller agrees to accept the stated sum as payment in full for any and all damages arising from the loss and replacement of the well.

Clause: W-5

Situation: Replacement of a well with the costs paid by the buyer

Instruction: Add the following clause to the agreement.

The total lump sum of this Agreement includes _____ as compensation for the well located at _____.