



Office of Right of Way

Acquisition Manual

March 2005

INDEX

Abandoned Well, Underground Tanks, Burial Sites	20
Acceptance of Agreement	30
Access Rights.....	25
Acquisition Agreement	22
Acquisition Unit Function.....	01
Administrative Approval.....	05
Administrative Settlement	18
Agreement Forms	23
Altering of Standard Forms	24
Appraisal Waiver Process	03
Appraisals	12, 33
Archaeological, Historical Sites	20
Basis for Value.....	04
Borrow Agreements	31
Buildings Purchased or Reserved	35, 36
Channel Changes	33
Clauses.....	Appendix A
Conflict of Interest	22
Conveyance and Payment	28
Crop Policy	39
Description of Premises	24
Determining Title and Providing Addresses	07
Farm Tile and Fence Repair or Replacement	37
Fee and Staff Negotiators	05
Fence	37, 41
Guardianships	40
Identifying the Agreement	23
Impounding of Water	41
Information for Condemnation.....	19

Insurance.....	44
Major Leasehold Interests	13
Mobile Home	45
Negotiations Record.....	9, 21
Negotiators.....	05
Ninety-Day Notice and Rights to Payment	10
Offers.....	09
Outdoor Advertising Devices	45
Owner Represented by Counsel	21
Plan Revision Requests	12
Possession.....	11, 27
Pricing Policy.....	01
Project Status Reports	22
Protection of the Premises and Public	44
Relocation Assistance Assurance	44
Report of Record Ownership & Liens	07
Revised Offers	12
Septic Systems	37
Special Clauses	31
Stock Pass.....	34
Taxes	21
Temporary Construction Detours	34
Temporary Easements	38
Tenants	14
Topsoil Removal Policy.....	32
Transmit Agreement to Title & Closing Unit	16
Uneconomic Remnant	02
Verbal Agreements Eliminated	30
Waiver Process	03
Wells.....	36
Work Assignments	02

HIGHWAY DIVISION, DEPARTMENT OF TRANSPORTATION

SECTION 5334 ACQUISITION
SUBJECT INTRODUCTION
REVISED 03/15/05 EFFECTIVE

Acquisition Unit Administration

ACQUISITION UNIT FUNCTION

The primary function of the Acquisition Unit is to acquire real property by negotiated settlement. Acquisition of real property is authorized by Section 6A.5 of the Code of Iowa. This section authorizes the Iowa Department of Transportation (DOT) to acquire real property at its fair market value from parties having legal authority to convey such rights as would be acquired by condemnation. Real property shall be acquired on a uniform, equitable, and nondiscriminatory basis, without regard to an owner's or tenant's race, creed, color, religion, sex, age, or national origin.

It is the purpose of the Acquisition Unit to assure the owner or tenant receives the monetary compensation to which they are entitled and at the same time to assure the people of the State of Iowa that compensation is fair and just.

PRICING POLICY

Article I, Section 18 of the Iowa Constitution requires in part that "private property shall not be taken for public use without just compensation first being made or secured to be made, to the owner thereof". The courts of the State have defined "just compensation" as: "The difference in the fair and reasonable market value of the property as a whole immediately before and the reasonable market value of the portion of the property remaining immediately after the acquisition." All real property to be acquired, which is determined to have a complex valuation process, shall be appraised before the initiation of negotiations. In no case is the owner offered an amount, which is less than the approved appraisal of the fair market value of the property.

Adjustments may be made in offers to reflect design changes and new market information or valuation evidence obtained from the owner or acquiring agency. When all that is being acquired is a temporary easement and no damages will be caused that will not be cured by the construction, the parcel does not need to be appraised. Unavoidable temporary inconvenience during the time of construction is not a damage in this context. The purpose of the temporary easement is to obtain the owner's permission to enter upon the property and avoid the commission of a trespass. The Acquisition Agent will verify the determination that no damages will be caused by construction in the field.

Code Section 6B.14 requires the owner to be paid for all damages sustained by reason of the acquisition of the land and improvements. The third paragraph of this Section requires the owner or tenant to be paid for any loss sustained to personal property, which is damaged or destroyed or reduced in value. For highway projects, the expenses, in reference to personal property, are paid as relocation assistance benefits under Section 316.3 of the Code of Iowa.

UNECONOMIC REMNANT

An uneconomic remnant is defined as “a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner’s property, and which the acquiring agency has determined has little or no value to the owner”.

A tract is considered to be an uneconomic remnant if it is not economically feasible to continue the use of this tract by itself, or as part of a larger separated remainder, because of its size, shape, access, change of use, or other detrimental characteristics resulting from the acquisition.

The determination may be made during the design, appraisal or acquisition activities of the right of way process, but will generally occur during the appraisal/appraisal review or acquisition activities.

The Acquisition Agent should notify the Acquisition Unit Supervisor when a potential uneconomic remnant is found. The Right of Way Director will be informed and the decision whether to offer to acquire the remnant will be made, except when the decision would conflict with or compromise the provisions of other Federal or State law or regulation.

If a remainder or part of a remainder is determined to be an uneconomic remnant, revised property plats will be furnished and placed in the parcel file. The file will be returned to the Appraisal Unit for reevaluation or to be reappraised. In some cases the additional value may be handled via an Administration Settlement.

WORK ASSIGNMENTS

The Acquisition Unit Supervisor or the Acquisition Production Coordinator will assign projects to a Project Agent. Project Agent assignments are made by delivering to the Project Agent: right of way plan(s), acquisition field file(s), and parcel check sheet(s). The Project Agent will assign individual project(s) and/or parcels(s) to an Acquisition Agent. The Acquisition Agent remains responsible for assigned work until all acquisitions have been either completed or accepted for condemnation. Work is not considered accepted for condemnation until the Acquisition Agent's recommendation to condemn has been approved by the Project Agent and the Acquisition Unit Supervisor. The Project Agents may reassign projects or parcels at their discretion to facilitate acquisition, however, reassignment of files should be done only after careful consideration of landowner relationships with the Acquisition Agent. Continuity and timely calls are important to maintaining good relationships between the owner and the Iowa DOT

The Acquisition Agent may enter bordering states, for a distance not to exceed 50 miles, to contact Iowa landowners in the bordering state.

APPRAISAL WAIVER PROCESS

The appraisal waiver process estimates fair and just compensation through the use of a compensation estimate. The compensation estimate is not an appraisal.

The compensation estimate is a one-page estimate, used to report an estimate of compensation for simple, uncomplicated acquisitions when the need for an appraisal is waived because compensation to the property owner is estimated not to exceed \$10,000. This amount is exclusive of payments for cost of tillage, fertilizer, growing crops, agricultural right of way fence, and the legislated \$20 per lineal foot of lengthened residential driveway. Although this is not an appraisal, and it is therefore not a requirement that the estimator offer the property owner, or the owner's representative an opportunity to be present during the property inspection, it is strongly recommended.

Upon receipt of the parcel file from the Right of Way Design Section, the Chief Appraiser or designee will make a determination whether the acquisition should be appraised or if the value should be determined through the use of the appraisal waiver process. This determination is documented by use of the compensation estimate form. Prior to assigning the file to an Acquisition Agent, the Acquisition Unit Supervisor will have reviewed the appraisal waiver determination form with the Chief Appraiser or designee.

In order to determine whether an acquisition is "uncomplicated", the following questions should be answered:

- Is the acquisition over \$10,000?
- Is the acquisition anything more than a strip acquisition?
- Are buildings, wells, signs, etc. affected?
- Is the acquisition severing any buildings from the remainder?
- Are trees, shrubs, or any other landscaping involved?
- Is the proposed right of way line enough closer to any building after the acquisition to require analysis of possible proximity damages?
- Is access to the property changed or limited?
- Is the current highest and best use of property going to be changed as a result of the acquisition?
- Does a significant amount of the total compensation involve items other than land value?
- Are there any borrow areas?
- Is more land than actually needed being acquired (landlocked or uneconomic remnant)?
- Are there any other considerations that complicate the valuing of this parcel?

If one of these questions is answered “yes”, the acquisition could still be considered as an “uncomplicated” acquisition.

A single “yes” answer would need further analysis to decide whether the indicated situation causes the acquisition to become complicated and thus require the acquisition to be appraised.

Multiple “yes” answers would indicate that the acquisition may or may not be considered to be uncomplicated and must be appraised.

This list of questions is not intended to be all-inclusive. The key to the use of this method of determining compensation is that impacts of the acquisition are minimal or can be easily measured by their cost to cure **and that the value of the land acquired plus any damages to the remaining property does not exceed \$10,000.**

If during negotiations, the Acquisition Agent finds there are factors that were unknown at the time of the determination to use the appraisal waiver process which might cause a complicated valuation situation, the agent will discuss the acquisition with the Project Agent. If the Project Agent determines the valuation is complicated, the file will be returned to the Appraisal Unit for appraisal.

BASIS FOR VALUE

All items of acquisition are to be listed on the Compensation Estimate, even those for which the compensation value is zero. Access control, when being acquired, should be listed as "Access rights" under "Other Considerations" on the form.

The basis for land value estimates shall be any one of the following in descending order of acceptability.

- Identification of at least one specific sale of a similar property in the general community. This sale must be identified so that the reader can locate the property. Sales price per comparable unit must also be stated.
- Reference to at least one specific sale included in a “Project Data Book” recently prepared on any project in the general community. If a data book is used on a project different from the subject, that project number must be listed.
- An agent may interview local real estate brokers, bankers, etc. to ascertain listing adjustments. Names of the persons interviewed and the city in which they are located must be reported. Appraisals of similar property on the same project can be a good guide to value. Interviews with local realtors or auctioneers can also be a source of information.

ADMINISTRATIVE APPROVAL

There must be an administrative approval of the compensation estimate by someone other than the person determining the value. The administrative approval may be granted by the Acquisition Unit Supervisor, or the Acquisition Production Coordinator. Their responsibilities in this capacity are to prevent gross inconsistency on a project and insure there has been an adequate investigation of the local market to support the value. Before presenting the compensation estimate to the landowner, the Acquisition Agent shall have the Project Agent review the basis of payment. The Project Agent shall sign the compensation estimate to confirm the Acquisition Agent had proceeded with the concurrence of the Project Agent.

An appraisal waiver “package” will consist of the following:

- Compensation Estimate
- Plat and Summary Sheet
- One or more pictures of the acquisition
- Offer to Donate form

FEE AND STAFF NEGOTIATORS

Negotiations shall primarily be conducted by qualified staff employees of the Iowa DOT or of a political subdivision of the State of Iowa.

A qualified person working for the Iowa DOT is one who is classified as a Right of Way Agent I, Right of Way Agent II, Right of Way Agent III, or who has a designation of supervisory personnel.

➤ Right of Way Agent I

Under immediate supervision, performs public contact work in the capacity of a trainee, in the acquisition, condemnation, relocation assistance, property management, or closing phases of right of way operations, in the negotiation of agreements with parties with facilities affected by highway construction projects pertaining to their relocation/adjustment and performs related work as required.

➤ Right of Way Agent II

Under general supervision, performs journeyman level public contact work in acquisition, condemnation, relocation assistance, property management, or closing phases of right of way operations. Duties include the negotiation of Acquisition Agreements with parties with facilities affected by highway construction projects and as to how these will be relocated/adjusted. Performs related work as required.

➤ Right of Way Agent III

Under general administrative supervision, performs complex right of way functions. Serves as team leader or Project Agent coordinating the activities of the right of way agents working with them. Provides work assignments, assistance and guidance.

Firms and individuals meeting the Iowa DOT qualification standards may be employed by contract for negotiating purposes when the acquiring agency's workload significantly exceeds its normal workload or, if an agency other than the Iowa DOT, the agency does not have staff for this purpose. The Acquisition Unit Supervisor will determine for the Iowa DOT when and if assistance from outside the Office of Right of Way is required. The Acquisition Unit Supervisor will also secure the contract with the individual or company. For projects being acquired by Local Public Agencies, the approval shall be by the Local Public Agency Coordinator. The acquiring agency has the option of obtaining these services by direct negotiations or by competitive proposals.

The Acquisition Unit Supervisor or Acquisition Production Coordinator may contract directly with a specific fee negotiator for the service when only one or a very few properties on a project are to be acquired by a fee negotiator. The Acquisition Unit Supervisor or Acquisition Production Coordinator may also contract directly when the particular qualifications of a specific fee negotiator are desired, when project time constraints require it, when the performance capabilities of a new contract fee negotiator are to be tested, or in other situations when approved by the Right of Way Director.

When obtaining the services of a fee negotiator, the following guidelines will be used:

- Employment of fee negotiators shall be by written contract.
- The amount of the fee will be established on a per parcel basis and shall not be determined based on percentage of the fair market value. The fee shall represent a fair payment for the work performed.

QUALIFICATIONS STANDARD FOR CONTRACT (FEE) NEGOTIATORS

Contract (Fee) negotiators employed for negotiating purposes shall meet the following qualification standards

- Must possess a current Iowa real estate license.
- Must demonstrate they have had training and experience to understand appraisals and appraisal reviews.
- Must demonstrate they have had the training and experience to interpret right of way plans and profiles, cross sections, and contour maps for borrow areas and drainage ways.
- Must have the training and experience and be able to demonstrate effective communication skills.
- Must be able to determine the amount of compensation for uncomplicated acquisitions that have an estimated value of \$10,000.00 or less and provide supporting information in accordance with the previous section.

DETERMINING TITLE & PROVIDING ADDRESSES

The Acquisition Agent is responsible for obtaining the acknowledged signatures of all parties with interest in the property being acquired. While negotiations are to be initiated promptly after expiration of the 10-day notice period, no contact shall be made until the agent completely understands the acquisition and its effect upon the property, the appraisal, the offer, and the title requirements.

The Acquisition Agent will review for accuracy the existing title information for all properties to be acquired.

REPORT OF RECORD OWNERSHIP AND LIENS

Each parcel file should contain a Report of Record Ownership and Liens, prepared by a local abstractor. If there is no Report of Record Ownership and Liens, the Acquisition Agent must determine ownership by courthouse research. Acquisition Agents must identify the fee owner, the contract purchaser, if there is one, the mortgage holders and any lien holders.

If the Report of Record Ownership and Liens is more than six months old, the Acquisition Agent must request a re-certification from the Acquisition Production Coordinator or when directed to complete a new Report of Record Ownership and Liens report. Ownership data obtained or confirmed by the Acquisition Agent through a personal title search is to be reported in writing by reference to the appropriate instrument(s)' recording data and, if possible, a copy of the instrument(s) is to be included in the file.

When practical, the Acquisition Agent will recertify the report of record ownership and liens using the following guidelines:

Report of Record Ownership and Liens Recertification

Purpose:

- Determine if any factors relating to the ownership or title of the property have been recorded since the date of the last certification. Document and report those changes that affect the title. All requests for recertification will be accompanied by a copy of the original report.

No Changes

- Where there is no change in the information reported on the original report, write NO CHANGE, date and sign the report.

Minor Changes

- Where there has been a change in the original information reported, list all changes and attach copies of the instruments documenting those changes. Sign and date the report.

Partial Conveyance of Original Parcel

- Recertify that portion of land remaining in the name of the person(s) originally reported as the title holder(s). The certification should provide the book, page, and/or instrument number of the subsequent conveyance on the recertified report.
- Make a new report on the land conveyed from the original parcel. Be sure to check for a subdivision plat and get a copy if applicable. Sign and date the report.

New Owners

Void and retain the original report. Make a new report on the land conveyed. Sign and date the report.

Items to be checked

- Transfer of title to the property
 - Dissolution of marriage
 - Trust
- Partial sale
- Land contract sale (also contract assignments)
- Mortgage or Lien
 - Foreclosure
 - Bankruptcy
- Death - Estate of one or more of the owners
 - Probate
 - Life estates
- Taxes - current
- Easements - utility, ingress egress

The Acquisition Agent may request assistance from the Title and Closing Unit when the property is owned by an estate or trust, when there are contingent or future ownership interests, when several owners reside in different states or different countries, when bankruptcy, foreclosure or partition proceedings are pending, or when neither the Agreement payment nor the value of land remaining after the acquisition appears to be sufficient to pay outstanding liens or encumbrances. Assistance must also be sought when the State's ability to obtain merchantable title by Agreement is, or may become, in doubt; when there is doubt concerning who the owners and interest holders are and whether the State can obtain merchantable title by Agreement. In those instances, the Acquisition Agent needs to inform the landowner(s) or tenant(s) that it may be necessary for the State to acquire title through condemnation proceedings. Under these circumstances, the Acquisition Agent identifies all owners and interest holders and verifies their names and addresses.

INITIATION OF NEGOTIATION FOR PARCELS THAT HAVE BEEN APPRAISED

The Project Agent and Acquisition Agents should meet with the District Engineer prior to the beginning of negotiations for each new project. This is a time to exchange information about the current project and to make the District Engineer aware that negotiations are beginning.

Acquisition on a project is started when the Acquisition Unit Supervisor mails the appraisal to each affected property owner and each major leaseholder of property to be acquired. This appraisal and appraisal review is sent by regular mail 10-days in advance of the first personal contact, as required by the Code of Iowa.

The appraisal includes an itemization of the appraised fair market value of the real property or interest therein, any buildings thereon, all other improvements, severance damages, and loss of access. It may also include any change in the market value of leasehold interest, if applicable.

Offers

- All offers to purchase must be dated and signed by the Acquisition Agent, with the original to the seller(s) and a copy to the field file.
- The offer to purchase appraisal waiver form will be used when the appraiser waiver process is appropriate.

Proof of Notice

- The Project Agent will make sure there is proof that the 10-day notice has been sent (copy of letter in the field file). The Project Agent shall assure negotiations do not commence on a parcel until the statutory 10-day time period has elapsed or the owner has waived the 10-day requirement.

If it becomes necessary to make contact during the 10-day period, the property owners must be told of their rights to defer negotiations and the Acquisition Agent must document the record of contact notes accordingly.

- The Acquisition Agent must promptly contact each owner and tenant on all parcels and make an offer to purchase the property to be acquired. Contacts shall be made in person whenever possible. At the first personal contact, the Acquisition Agent will offer the property owner(s) or their designated representative, in writing, the established just compensation, which will not be less than the amount of the approved appraisal. Tenants shall be expeditiously contacted after the first contact with the landowner. If contact is not made with the tenant within 15 days, the Acquisition Agent must note in the record of contact notes the efforts that have been made to contact the tenants, and the dates of those efforts.

The Acquisition Agent shall provide each owner and tenant the following materials during the first negotiation contact, regardless of whether the contact is in person or by mail:

- Offer to Purchase and Notice of Earliest Move Date.
- The Acquisition Agent shall sign and date this offer. A signed and dated copy shall be retained in the parcel file.
- *Highways and Your Land*, the current Right of Way brochure, which includes the Landowner Statement of Rights.
- Offer of Relocation Assistance (if applicable).
- The Acquisition Agent must verify that the most comparable replacement property is still available prior to presenting the written offer and relocation offer. This may be done by calling the listing broker on the same day, yet prior to delivery of the OFFER TO PURCHASE. The OFFER OF RELOCATION ASSISTANCE shall be signed and dated by the Acquisition Agent. A signed and dated copy shall be retained in the parcel file and another signed and dated copy shall be sent to the Relocation Assistance Section.
- The Acquisition Agent is responsible for making arrangements for a relocation agent to contact the owner or tenant when questions concerning relocation assistance arise that the Acquisition Agent is not able or is unqualified to answer, or at the request of the owner or tenant.
- Copy of the compensation estimate if applicable.
- Ground Water Hazard Explanation Sheet.
- W-9, Request for Taxpayer Identification Number and Certification if the value is \$600 or more.
- Purchase Agreement.

NINETY-DAY NOTICE AND RIGHTS TO PAYMENT

Standard forms of Right of Way Agreements all specify that the State acquires the right of immediate possession of the premises per the terms of the Agreements. It is essential that the date for surrender of physical possession, or vacation of the premises, be established precisely and made a part of the terms of the Right of Way Agreement. The written offer must state: "You will not have to move any sooner than (insert specific date) which is at least 90 days after information on a currently available property is provided to you."

POSSESSION

Sellers have certain possessor rights and rights to receive payments. The Acquisition Agent is responsible for informing the seller that vacation of the premises or surrender of physical possession is not required until the seller has been paid the full amount of the appraised value or, in the case of condemnation proceedings, that amount has been deposited with the County Sheriff and made available to the seller. The seller is also not required to surrender physical possession nor to move personal property from the right of way prior to 90 days after the date personal negotiations have commenced or prior to the date specified in a 30-day notice to vacate the premises, in accord with the Agreement terms. The Chief Relocation Agent is responsible for sending the 30-day notice to property owners and tenants by certified mail, at least 30 days in advance of the date they are required to surrender possession of the premises. No 30-day notice to vacate or surrender physical possession of the premises shall be sent until the owner has received payment as agreed, or until the award of a compensation commission has been deposited as prescribed by law.

It is the general policy of the Office of Right of Way to take physical possession of the premises from the seller either on the date specified for the surrender of physical possession in the Right of Way Agreement, or not later than 30 days thereafter. Any possession by the seller after that date normally requires a lease agreement between the State, through the Property Management Unit, and the seller when establishing the possession date, the Iowa DOT letting and construction schedules must be considered. Possession of the property required for construction purposes must be certified by the Acquisition Production Coordinator at least 12 weeks prior to the scheduled construction letting date on projects.

Possession Dates must always be set in accord with the seller's rights to the 90-day notice and payment. Through the terms of the Right of Way Agreement, the seller may waive the right to full payment, to 90-day possession, or to the 30-day notice. When the seller agrees to give the State the right of physical possession before receiving final payment, the seller will be required to vacate the premises on the date agreed per the Agreement terms. No such Agreement shall be accepted until the Acquisition Agent is confident the seller is fully aware of the rights being waived and the Acquisition Agent has documented the record of contact notes accordingly. (Property taxes are the responsibility of the seller until the actual date of possession by buyer.)

Tenant Agreements shall not require the tenant to surrender physical possession of the premises by a specific date, unless the owner has either signed a Right of Way Agreement or the State has acquired the interest of the owner through condemnation. Tenant Agreements shall state that the tenant shall surrender possession of the premises no later than 30 days after buyer's mailing of the notice that the buyer has acquired the interest of the owner, whether by Agreement or Condemnation.

Reserved or Salvaged Items should not be reserved beyond the date of possession, except in the case of growing crops. Reservation of crops should not be beyond a reasonable time for harvest and in no way should interfere with a letting date. The crop reservation clause should be used rather than having an extended possession date. An extended possession date could prevent a letting. In these cases, reserved crops would be dealt with by the Resident Construction Engineer as a damage item.

REVISED OFFERS

Whenever the acquisition is revised due to design changes or valuation changes, there will be a personal contact to present a revised written offer. Such revised offers must be made on the REVISED OFFER TO PURCHASE form except when the acquisition has been changed from a partial to a total acquisition. In that case, a new offer will be provided. The use of this form may affect the original 90-day notice if the acquisition is changed to include an owner occupied home.

When the fair market value is revised solely on the basis of new appraisal data, and the acquisition is not changed, the owner shall be informed and the revised offer shall be confirmed in writing.

All revised offers must be dated and signed by the Acquisition Agent, with the original to the seller(s) and a copy to the field file.

If any of the above revisions is based on a revised appraisal, the new appraisal may be hand carried to the property owner. The mailing of the revised appraisal and 10-day waiting period is not necessary.

PLAN REVISION REQUESTS

The Project Agent is responsible for coordinating all requests for design revisions that arise out of the acquisition process. The Project Agent shall prepare and deliver design revision requests to the Right of Way Design Unit. There will be a design revision request whenever the Agreement obligates the Iowa DOT to acquire additional land, make changes in the design, or when the ownership of the parcel has changed. The Acquisition Agent may perform these tasks under the direction of the Project Agent.

AVAILABILITY OF APPRAISALS TO THE PUBLIC

Details of an acquisition appraisal and the appraisal review are to be discussed in the negotiation process. A copy of the appraisal and appraisal review must be mailed to the owner 10-days prior to beginning of negotiations.

When the State is involved in a law suit, whether it is an appeal from the award of a Compensation Commission or a dispute over the specific performance of a Right of Way Agreement, all appraisal and parcel file information shall be disclosed only by or at the written direction of the Assistant Attorney General's Office.

The Acquisition Agent shall not disclose any appraisal information to anyone who is not an owner or interest holder, or their agent, of the property about which the information is sought until negotiations are complete and the parcel is closed. A parcel is not closed for this purpose until all acquisition and relocation claims have been paid. Once closed, the property owner may examine and copy their parcel file in its entirety. The general public may also examine any or all closed parcel files, except that no examination shall be made of any copy of another person's income tax form(s) or statement(s) of income made by the owner or claimant, or by their attorney, accountant, or agent, or by an employee of the Office of Right of Way, without the written consent of the owner or claimant or the written approval of the General Counsel's Office.

MAJOR LEASEHOLD INTERESTS

It is the policy of the Office of Right of Way for all parcels involving a major leasehold that no Agreement will be accepted from a lessor unless we obtain an Agreement from the lessee as well. Neither lessee nor lessor will be condemned separately; both will be joined in a single condemnation.

This policy does not normally apply to minor tenant interests such as 30-day cancelable leases. It normally will not apply to a year-to-year agricultural tenant. This policy shall be applied to minor leaseholds in all cases where the Acquisition Agent has notice that one party or the other is seeking what appears to be an extraordinary award. An illustration of this would be the case where the son is the agricultural tenant for his father with no written lease and the son claims a long-term tenancy. Another illustration of similar circumstances would be where there are interlocking directorates. This occurs where one business company has the same or similar officers in the landlord corporation as those in the tenant corporation or company. The Acquisition Agent's record of contact notes should carefully mention these circumstances so double payments might also be avoided in controversial minor lease situations.

The following procedures shall be applied to all major leasehold situations and to tenant-owned improvements when there is no agreement regarding the ownership of the improvements.

- A single total offer will be made to both the lessee and the lessor. The appraisal will suggest an allocation of this offer between the lessee and lessor, but the suggested allocation will not be binding for negotiation purposes. The Acquisition Agent may attempt to have both the lessee and lessor agree on the correct allocation of the proceeds, based on the terms and conditions of the lease arrangement. These terms may change during the course of negotiations.
- Both the lessee and lessor will be expected to sign the same Acquisition Agreement that will acquire or extinguish both their interests in the property acquired. The funds may be divided as mutually agreed by the terms of the Agreement.
- No Agreement will be accepted unless it extinguishes all interests on a parcel. Each Agreement will contain a clause stating: "If either the lessor or the lessee elects not to enter into this Agreement, then this Agreement shall be considered null and void and all interests shall become the subject of eminent domain proceedings."
- There shall be no exceptions to this procedure unless the Project Agent recommends negotiations on a different basis and these written recommendations are approved by the Acquisition Unit Supervisor or the Right of Way Director. All such recommendations shall be made part of the file.
- Tenant improvements shall be considered as a separate ownership and entitled to a separate offer. See "Tenant-Owned Improvements."

TENANTS - GENERAL

The Tenant Agreement Form is used with the lessee when the property is held under a bona fide lease from the fee owner. It consists of a release or relinquishment of any rights that the tenant may have in the right of way being acquired. The State is released from any liability because of the acquisition insofar as the seller's leasehold rights are concerned. When signed by the lessee, this Agreement gives possession of the right of way per the terms of the Agreement. The seller shall not be required by Agreement to surrender possession of the premises for 90 days from the date of the offer.

This form of Agreement follows the same general pattern as the Partial Acquisition Agreement Form and the Total Acquisition Agreement Form relative to the identification of the Agreement and the identification of the parties thereto. The lessee will always be the seller. The description of the right of way acquired and the access control clause will ordinarily be the same as written in the fee owner's Agreement.

All Tenant Agreements shall state the name of the fee owner:

"Seller is tenant on the property of: _____."

State the amount to be paid as a total lump sum:

"Buyer agrees to pay \$ _____," etc.

Listing Damage Items

On rural right of way, the payment to the tenant will usually consist of items of reimbursement for planting, tillage or fertilization costs lost due to the acquisition. It is the general policy to list in Paragraph No. 1 on the face of the Agreement the items included in the total lump sum.

Examples:

The premise includes: Field preparation, plowing, disking, fertilizing, and seeding.

The premise includes: Seller's right, title, and interest in and to all buildings, improvements, and their appurtenances, including fencing.

The premise includes: Business fixtures, counters, and freezers.

The premise includes: Carpet, cabinets, air conditioner, stove.

On the Office Information, Breakdown Form, these items shall be tabulated with the portion of the lump sum allocated to each.

Contingent Crop Damage

When the acquisition of a growing crop is involved, its destruction may not be necessary before it reaches maturity. The usual procedure is to write a contingent Agreement reserving the crop to its owner. This will provide that any crop destroyed by construction will be paid for in addition to the lump sum payment specified in the Agreement.

When writing any Tenant Agreement involving a payment contingent upon the loss of crops, the Acquisition Agent must be informed as to the form of the lease Agreement between the fee owner and the tenant. If it is a crop share lease, the owner's share cannot be paid to the tenant, but must be taken care of by a contingent crop damage clause written in the owner's Right of Way Agreement. See "CROP DAMAGE - OWNER-OPERATED FARM" Salvage, if any, is usually given to the tenant for work in its removal.

Tenant-Owned Building, Structures or Other Improvements

Tenant-owned buildings, structures, or other improvements include only that property that would be considered as real property if owned by the fee owner. This definition includes trade fixtures that are appraised as real estate by the appraiser.

The Appraiser will obtain a copy of the lease and will identify and obtain an Agreement on the ownership of tenant-occupied buildings, structures, or other improvements. If the appraiser cannot secure such an Agreement, the property will be appraised as any other tenant-occupied parcel.

The Acquisition Unit Supervisor shall send separate appraisals to both the landowner and the tenant. The forms shall contain a statement that the offer is for the property identified in the disclaimer Agreements between the landlord and tenant.

The Acquisition Agent shall negotiate separately with the fee owner and the tenant for the separately held interests. If during negotiations either party asserts a claim in any interest owned by the other, separate negotiations will cease and the property will be acquired as a single parcel and a leasehold Agreement clause added to the single Agreement;

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

This Agreement shall also apply to and bind the legal successors in interest of the lessee and 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. Lessee hereby 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 kind and nature by reason of being deprived of the possession and use of said premises and the construction of this highway. Lessee further agrees to pay all liens, assessments, taxes, and encumbrances for which Lessee may be liable as tenant against any property sold to the buyer.

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

TRANSMIT AGREEMENT TO TITLE & CLOSING UNIT

Completed Agreements are submitted to the Fiscal and Title Unit for closing, and payment.

Right of Way Agreement submissions to the Fiscal and Title Unit shall include:

- Normal Submission.
- Complete field file with all notes.

The Agreement must be supported by evidence that the property owner was presented a written offer to purchase containing a statement of the occupant's possessory rights. All subsequent offers to purchase must also be made in writing. The Agreement shall be further supported by a signed record of negotiations.

The parcel Certification of Acquisition checklist will contain a statement certification that "Good Faith Negotiations" have taken place.

- Right of Way Acquisition Agreement, original and one copy of signed Agreement; or, a copy of the proposed Agreement. A recommendation for condemnation and Information for Condemnation checklist will be included when submitting the file for condemnation.
- Office Information Breakdown Form, showing dollar allocation of each Agreement item purchased, the total of which shall equal the total lump sum of the Agreement.
- Property plat, will be replaced by the Excess Land Determination Form when excess land is involved.
- Acquisition Record of Contacts Form, completed and signed by the Acquisition Agent.
- Certification of Acquisition and Parcel Check Sheet Form, completed and signed by the Acquisition Agent.
- Copy of written Offer to Purchase Form(s), signed by the Acquisition Agent. (Typed signatures will not be accepted).
- Evidence establishing compliance with the 10-day mandatory waiting period.
- Offer to Donate Form.
- Inclusions Where Applicable.
- Borrow Agreement, the Agreement shall describe, by clause or attached Borrow Agreement, the topsoil replacement or erosion control method.

- Original of Recertification of Report of Liens ordered by the Acquisition Agent, or title instrument supporting Agreement seller's signatures.
- Original of approved Administrative Settlement Form, or other such recommendation memo.
- Original of reviewed and approved Acquisition Agent's Appraisal Waiver Form.
- Estimates for moving buildings, replacing wells, replacing septic tanks, etc.
- Memo on Total Lump Sum Variance.
- Offer of Relocation Assistance Form, signed and dated by the Acquisition Agent.
- Copy of the Appraisal and Appraisal Review and basis for any revised offer.
- Lump Sum Variances.

It is the general policy of the Office of Right of Way that the Acquisition Agent shall, by signed administrative memo to the file, explain all procedural and factual variances which result in an adjustment between the Review Appraiser's approved amount and the total lump sum specified in the Right of Way Agreement, exclusive of fencing.

The Acquisition Unit Supervisor may approve such variances through the use of the Administrative Settlement Form or a similarly composed memo. These shall be in accord with the following procedure:

Procedural Variances: Procedural variances are those which arise out of an application of Departmental Acquisition Policy. Such variances occur when the owner has accepted an approved alternate offer. All such procedural variances must be documented by a notation of the circumstances surrounding the alternate offer. Procedural variances may include:

- ❖ Increase in the total lump sum payment, due to crop damage not appraised or field preparation losses included in the total lump sum payment, in lieu of a claim for actual measured losses on possession.
- ❖ Reduction in the total lump sum, due to the buyer's purchase and salvage back of buildings or other improvements.
- ❖ Reduction in the total lump sum which includes pay max for fence, due to an Agreement that the seller will bill the actual costs of removing or replacing fencing.
- ❖ Purchase of uneconomic remnants.

Factual Variances: Factual variances are those variances which arise out of inconsistencies between factual assumptions in the appraisal and facts that ultimately appear on the ground or in the terms of the theory of the acquisition at the time of negotiations. They may be approved when, in the judgment of the Acquisition Unit Supervisor, existing appraisal information, or approved Departmental cost schedules, or independent cost estimates adequately support the adjusted offer.

Factual variances may include:

- ❖ Increases or decreases in the total lump sum due to variances between the Right of Way Design's estimate of required fence and the quantity determined by the Acquisition Agent through measurement, which shall be noted in the Acquisition Agent's record of contact notes.
- ❖ Increases in the total lump sum due to increased fence payment because of unusual topographic or drainage situations.
- ❖ Increases in the total lump sum due to minor design changes. These variations are normally made at the same rate per acre as established in the approved appraisal and should be accompanied by a copy of the Request For Design Revision Form.
- ❖ Increases or decreases in the total lump sum arising from minor buildings or improvements established in or removed from the acquisition after the appraisal was prepared, or omitted from the appraisal.
- ❖ Insignificant increases in the amount of the appraisal offer when, in the judgment of the Acquisition Unit Supervisor, it is in the best interest of the State to accept the adjusted offer. Memorandums shall set forth the circumstances surrounding the variance, shall recite the reasoning, which led to the adjustment approval, and shall be accompanied by appropriate evidence supporting the variance. In every case where the facts documenting the adjustment conflict with the facts contained within the appraisal, the Review Appraiser shall be notified of the adjustment.

The Agreement's Breakdown (office information form) shall be adjusted to reflect the variation as a separate line item.

- ❖ All Other Variances

Variances other than those specified above between the Review Appraiser's approved amount and the total lump sum in the Agreement shall be supported by an administrative settlement memo.

ADMINISTRATIVE SETTLEMENT

The valuation of property is not an exact science. There are differences of opinion among experienced professionals. These differences become more pronounced in the cases of a partial acquisition for right of way purposes. These differences in opinions, judgments, and bargaining positions oftentimes become irreconcilable.

When negotiations fail, it is necessary to reassess the State's position before committing public funds to pursue a losing course of action. In this connection, the Acquisition Agent may recommend payment of an amount other than that previously offered the property owner, in lieu of condemnation. They shall be in writing and shall be signed by the Acquisition Agent.

In making an administrative settlement recommendation, the Acquisition Agent shall give due consideration to the overall effect of the recommendation on the project or projects in the area. All such recommendations submitted by the Acquisition Agent obtaining the signature of the owner on an Agreement for the revised offer shall be concurred with by the Project Agent. The recommendations shall give consideration to all information, facts, and circumstances of the parcel, which support the Acquisition Agent's recommendation. They shall be in writing and shall be signed by the Acquisition Agent.

The Acquisition Agent's settlement recommendation shall note the appraiser's opinion of value and the determination of the State's reviewing appraiser. In the preparation of the recommendations, the Acquisition Agent shall state those facts that differ from or which were omitted in the appraisal or file and the amount or amounts in issue and, where applicable, the nature of the interest represented and the persons involved.

Settlement recommendations shall contain an analysis of the vulnerability of the State in litigation. The Acquisition Agent may note: recent physical improvements, developments, or market sales in the area; recent awards by compensation commissions of similar properties in the same area, the range of the State's probable testimony; and, where applicable, the opinion of the State's legal counsel. Settlement recommendations will not be approved simply to avoid condemnation, administrative costs, or in response to threats by a landowner or their attorney or representative.

All settlement recommendations shall contain a closing statement to the effect that "this settlement is made in the best interest of the public". The original of the approved settlement recommendation shall be sent to the Title and Closing Unit, along with the Acquisition Agreement for Department of Transportation payment.

Before entering into an Agreement for a value other than the approved appraisal amount plus fence, Agent I's and Agent II's will obtain approval from the appropriate Project Agent. Experienced agents may make settlements up to 10% over the appraised value, but not to exceed \$2,500 without prior approval.

INFORMATION FOR CONDEMNATION

When good faith negotiations for a parcel appear to have failed and there is no reasonable basis for settlement or when condemnation is the only way that the State can acquire clear title, the Acquisition Agent shall recommend that the parcel be condemned. All such recommendations shall be made in writing. The procedure for submitting a file for condemnation is essentially the same as file submissions to the Title and Closing Unit with some exceptions.

- Two files will be submitted. One is for the Hearing Officer's use and one is for the Condemnation Unit.
- The Hearing Officer file is to be the complete file used by the Acquisition Agent during negotiations. There will be no signed Agreements; however three copies of the Agreement prepared for the property owner's signature are to be included.

- The Condemnation Unit file will have one copy of the prepared Agreement, all negotiator notes, Report of Liens, and all other file information. There need not be a copy of the appraisal since this is available from the Records Room file. However, if there are owner's appraisals or other appraisals that are not in the Records Room file, a copy must be included in the Condemnation file as well as the Hearing Officer file.
- Owners who are entitled to notice of a condemnation proceeding are the same persons who must sign Acquisition Agreements in order to convey merchantable title to the State, except owners with a registered agent who can accept service. The Acquisition Agent shall be responsible for furnishing current mailing addresses for all owners and/or their registered agent. **Post Office Box numbers are not acceptable.**

ARCHAEOLOGICAL, HISTORICAL, OR GRAVE SITES WITHIN PROPOSED RIGHT OF WAY

Any indication of the existence of an archaeological or historical site, or gravesite within a proposed right of way acquisition shall be reported immediately to the Acquisition Unit Supervisor. The Acquisition Unit Supervisor will notify the Director of the Office of Location and Environment of the location of the site. The Director of Location and Environment will make arrangements to have the site investigated.

ABANDONED WELLS, UNDERGROUND TANKS, BURIAL SITES AND CONTAMINATED SITES

Any indication of the existence of underground tanks or sites contaminated by toxic or hazardous materials within or adjacent to the proposed acquisition shall be reported immediately to the Acquisition Unit Supervisor, who will request an on-site investigation and proper testing of the area. No acquisition of that parcel will occur until final clearance is obtained.

Any abandoned well in the proposed acquisition area shall be identified as to location. A design revision will then be prepared to insure placement of the well on the construction plans. The acquisition of the abandoned well shall be made part of the Acquisition Agreement.

Where debris is stored or disposed of on the land to be acquired, such as, old tires, scrap metal, chemical and paint cans, burn piles, above ground fuel storage tanks or other possible contaminants or debris, the following clause shall be inserted in the Agreement:

"It is understood and agreed by Seller, the debris described as, but not limited to:

(Insert description of debris)

Located on the premises described and sought herein, will be removed by the Seller prior to the possession and conveyance date shown on page 1 of this Agreement.” It may be appropriate to withhold a sum of money (10% for example) on the Agreement to assure compliance.

TAXES

Often during the acquisition process, the Acquisition Agent is asked questions concerning taxes. These questions should be answered for the owner by their attorney or whoever assists them in preparing their tax forms.

OWNER REPRESENTED BY COUNSEL

When property owners do not desire to enter into negotiations but designate an attorney or some other person to act for them, the Acquisition Agent will attempt to purchase the property through this representative. No further negotiations shall be undertaken except through the attorney or the authorized person.

If property owners subsequently inform the Acquisition Agent that they are no longer represented by counsel, it is necessary to get such notification in writing before continuing the negotiations with the owner. The Acquisition Agent shall keep detailed records of the attorney-client relationship during negotiations.

NEGOTIATIONS RECORD

The Acquisition Agent is responsible for providing on the ACQUISITION RECORD OF CONTACTS form, a detailed written report of each contact made on a right of way parcel, whether the contact is in person or by phone. Each report must contain as a minimum the following information:

(a) Project number (b) Parcel number (c) Date of contact (d) Place of contact (e) Type of contact (in person or by phone).

- Name, address, and telephone number of person contacted.
Special instructions, if necessary, for locating that person.
Names of all other persons present.
- Names, addresses, and phone numbers of attorney or other representatives.
- Main points discussed and commitments made by Acquisition Agent.
Principle objections to offer or acquisition.
Whether offer was accepted or rejected.
- Description of any special features of the offer, acquisition, or interest holder which might have bearing on the outcome of a condemnation or trial.
- Requests made by interest holders, and the Acquisition Agent's reaction to those requests.
- Names, addresses, and phone numbers of persons other than those shown of record who claim or assert an interest in the property to be acquired.

- Any necessary special instructions for closing, relocation, or property management functions.
- Acquisition Agent's conclusions as a result of the contact.
- Acquisition Agent's signature and date (typed signatures will not be accepted).
- Contact records must be typed or handwritten in a legible fashion.

PROJECT STATUS REPORTS

- The Acquisition Unit Supervisor shall maintain a record of the status of projects being acquired.
- The Agents shall provide a weekly report showing status of files assigned to him/her.

CONFLICT OF INTEREST

Any Acquisition Agents with a past, present, or contemplated personal, family, ownership, or business relationship with any owner or tenant on property being sought by the Iowa DOT shall immediately disqualify themselves as the negotiator for that property. Those who appraised or negotiated for the land or any interest in the land are prohibited from delivering payments.

THE FUNCTION OF THE ACQUISITION AGREEMENT

It is the policy of the Office of Right of Way to reduce all Acquisition Agreements to writing and to avoid oral understandings and verbal obligations or commitments.

One of the Acquisition Agent's basic objectives is to obtain an Agreement that will pay just compensation for the property or property rights acquired. Another and equally important objective is to assure the Iowa DOT that each property owner understands the acquisition and has accepted the amount agreed upon as full payment for all items upon which the offer is based. When necessary, in order to avoid misunderstandings on what is being paid for, the Acquisition Agent shall particularly identify items or property being acquired or damaged and shall use or draft special clauses to clarify the terms of the Agreement and the effect of the acquisition.

For this same reason, once an Acquisition Agreement has been signed by the seller, it shall not be altered without the approval of the seller. All alterations to signed Acquisition Agreements shall be initialed and dated by the seller or made at the written request of the seller. When negotiations are conducted by mail or telephone, the seller may be authorized to alter the terms of the original offer, subject to approval of the Acquisition Agent. The Acquisition Agent shall approve, initial, and date all Agreement alterations made by the seller prior to submitting the Agreement for acceptance and payment by the Iowa DOT.

STANDARD FORMS OF AGREEMENTS

The Office of Right of Way is currently using the following standard types of acquisition forms:

- ***Partial Acquisition Agreement*** - This form is adaptable to most real property purchases. This form, along with an attached DESCRIPTION OF PREMISES page, or a copy of the land surveyor's plat, is used for all partial acquisitions, including acquisition of access. When the partial acquisition requires an abstract, the Partial Acquisition Agreement should include the direct payment to lien holder's clause.
- ***Total Acquisition Agreement*** - This form is designed for the purchase of both urban and rural properties. This form, along with an attached DESCRIPTION OF PREMISES page, shall be used when the entire property is being acquired.
- ***Tenant Agreement*** - This form shall be used for purchase of the leasehold interests of a tenant on property that is being acquired on a separate Right of Way Agreement from the fee owner. This form, along with an attached DESCRIPTION OF PREMISES form, or a copy of the land surveyor's plat, will normally be used when a nominal payment is made for a tenant release on farm property. It is adaptable to either a total or partial acquisition.
- ***Access Control Only Agreement*** - This form may be used when the only right being acquired is access control. This form shall not include temporary easements or other kinds of property rights.
- ***Temporary Easement Agreement*** - This form shall only be used for the purchase of a temporary easement upon private property to do work during construction. It shall not be used in conjunction with the acquisition of land or any property right. Minor Temporary Easement Agreements are not recorded. They end when the highway project is completed. Major temporary easements, such as borrow areas, are recorded. These temporary easements are released by the Resident Construction Engineer when the work specified in the Agreement has been completed.
- ***Borrow Agreement*** - Temporary easements for borrow are written into the Agreement using special clauses for that purpose. Borrow easements are released by the Resident Construction Engineer when the work specified in the Agreement has been completed. Standard Agreement forms are to be used to acquire borrows by temporary easement or by fee.
- ***Description of Premises*** - This page shall be a page numbered attachment to standard Agreement forms when appropriate.

The acquisition plot plan may be used as a description of premises in lieu of a survey plat.

IDENTIFYING THE AGREEMENT

The first step in writing an Acquisition Agreement is to fill in the data necessary for its identification. This consists of: (a) The Parcel number; (b) The Project number; (c) The County in which the project is located; and (d) The Road number. Following this information is the space for the date when the Agreement is approved by the Iowa DOT. This date will be filled at the time the signature of the Right of Way Director is obtained.

ALTERING OF STANDARD FORMS

At no time shall the Acquisition Agent alter the acquisition forms or other forms without prior approval from the Acquisition Unit Supervisor.

WRITING RIGHT OF WAY DESCRIPTIONS (Description of Premises)

An accurate description of the property to be conveyed must be written if a survey plat is unavailable or the plot plan is not suitable. This may be written in different ways, depending upon the particular circumstances. Regardless of the method to be used in the description, all standard forms of Right of Way Agreements must give the general location of the property by writing in the 1/4 1/4 and Section and parts of Section, Township, Range, and County; or by writing in the Lots, Block, and Subdivision, in accordance with the U.S. government land survey.

- If the entire property is to be conveyed, the best method is to describe it exactly as it is shown in the owner's recorded deed. In rural property, this will usually be given as a subdivision of a section, such as:

"The East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section __, Township __ North, Range __ West of the 5th P.M., in _____ County, Iowa;" although it may occasionally be a metes and bounds description, in which case it is necessary to be very careful to use the exact description verbatim.

Urban properties are usually described by giving the Lot and Block numbers in the Addition or Subdivision, with reference to the recorded plats of the City, such as: "Lot __, Block __, in _____ Addition to the City of _____, Iowa."

Long and complex descriptions may be photo copied from the deed and recopied to the Agreement if it is neat, clean and legible.

- A second way to deal with long and complex deed descriptions may be in the following manner; however, this method should be used **only in extreme situations** :

"The premises located in (1/4 1/4 Sec. TWP Range) or (Lot Blk Subdivision), as described in a certain __ Deed, dated _____ and recorded in the County Recorder's Office on (date) __ in Book __, Page __, as instrument No. ____."

On Partial Acquisition Agreements: The preferred description is a survey plat. In Lieu of a survey plat, the plot plan may be attached to the Agreement and the following clause included in 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 a slightly greater acreage/square footage to be conveyed than that shown on Page 1 of this Agreement, the payment due the Seller will be increased accordingly and shown on the future conveyance document.

- The third method of describing a partial acquisition may be written by the centerline description method:

If a purchase can be described by using a centerline description, the centerline designation portion of the DESCRIPTION OF PREMISES form needs only to be filled in. Give the survey stations and the right-angled distances from the highway centerline on one or both sides, as the case may be. The most common cause of errors in writing a description of this type is carelessness in transcribing the data from the highway plans; the following clause is used in the Agreement:

"It is understood and agreed the final conveyance document will show the area of the premises to be conveyed as determined by a Land Surveyor’s Plat. Should the Land Surveyor’s Plat indicate a slightly greater area to be conveyed than that shown on Page 1 of this Agreement, the Buyer shall adjust the Total Lump Sum of this Agreement to pay for the additional area.

PURCHASE OF ACCESS RIGHTS

In the cases of partial acquisitions, all Right of Way Purchase Agreements and Tenant Agreements provide for the purchase of all access rights to the proposed highway from that portion of the property remaining which will abut on the proposed highway. The Partial Acquisition Agreement and the Tenant Agreement forms contain an access phrase following the reference to the general location of the property.

One or more of the following access statements are to be used when appropriate:

- 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.
- 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 accord with Buyer’s right to regulate, restrict, or prohibit such access as set forth in the Code of Iowa, and shall be binding on Sellers’ heirs, successors and assigns.

- It is understood and agreed that the right of access granted in a certain Warranty Deed 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 accord with Buyer's right to regulate, restrict, or prohibit such access as set forth in the Code of Iowa, and shall be binding on Sellers' heirs, successors and assigns.

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

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

- 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.

- When there is an established access location at a local road connection with an access-controlled highway, that access point will be listed on the Agreement. Please use the following clause when appropriate:

"Access from Seller's property to U.S. 00 Will be via local road at Station 00+00, Side."

- The term local road in this memo does not mean or include access ways or frontage roads. Access points will not appear on contracts when access is by way of an access way or frontage road.

- The Agreement in these cases will include a clause, such as:

"Access from Seller's property to U.S. 00 will be via access way and/or frontage road." There is to be no mention of access location.

- This access acquisition phrase in the Agreement states:

"Seller also agrees to convey all rights of direct access to Highway _____ as follows: "From Sta. 000+00 +PL to Sta. 000+00 +PL, _____ Side." Do not deviate from this standard access phrase.

- The station to be written in, unless otherwise directed, shall be those of the property lines and shall include all that portion of the remainder property that will abut on the proposed highway right of way. If access is to be completely denied, the designation of these stations will be all the writing required. If, however, some entrance is to be granted to the proposed highway, then the access phrase must be applied to provide for this.
- The location of entrances being permitted will be shown on the highway plans, and this must be included in the Agreement's access phrase by filling in an extension supplying the additional information, such as:

"... excepting and reserving to Seller the right of access at the following locations: At Sta. 23+00, North side."
- Since the purchase of access requires the transfer of one of the "bundle of rights" which comprises real property, the acquisition must be made a matter of record. For this reason, errors in specifying the location of entrances being reserved must be eliminated. When the transfer of access rights has been recorded, it is usually difficult to correct, and it may also be very expensive if the correction should involve a renegotiation for access rights at some future date.
- When the total property is purchased, there is no need for the access phrase; therefore, it does not appear in the body of the Total Acquisition Agreement form. When the total property is being purchased, the access phrase provided in the body of the Tenant Agreement form is unnecessary and may be deleted.
- Occasionally, it becomes necessary to acquire access rights from property abutting on the highway right of way when no land or other property right is required. Under these conditions, the ACCESS PURCHASE AGREEMENT form shall be used to acquire the access rights.
- The following clause shall be part of the Agreement:

"It is the intent of this Agreement not to convey title to land, but to restrict the right of ingress and egress from the herein-described land, to and from Highway No.____."

This Agreement will provide for the conveyance of access rights only, and the extent of the acquisition shall be set out from survey station to station, as in the Acquisition Agreement. Similarly, survey station numbers shall identify any entrances reserved to the seller within these limits.

DATE OF POSSESSION

Standard forms of Acquisition Agreements all specify that the buyer acquires the right of possession of the premises per the terms of the Agreement. Surrender of possession requirements are set forth as a separate phrase of the standard forms of Right of Way Agreements.

Even though the sellers have the right to continue to occupy the premises for at least 90 days from the date of the initial written offer, they are not required to do so. ***The property owner shall be fully informed that possession does not have to be granted until payment has been made in full.***

DATE OF CONVEYANCE AND PAYMENT

All standard Agreement forms state that the seller agrees to furnish a signed conveyance of title on form(s) furnished by the buyer on or before a specified date. This date is the date the State agrees to pay the consideration upon its receipt of a signed and satisfactory conveyance. The seller's basic responsibility is to clear up any liens or encumbrances on the property and, when requested to do so, furnish an abstract of title, continued to date.

The date for the conveyance of title and payment for real property (the Agreement closing date) shall be determined, insofar as possible, on a project basis in advance of negotiations. When land survey descriptions are available in advance of acquisition, the Title and Closing Unit shall be consulted. Otherwise, the Title and Closing Unit shall be consulted to allow a reasonable time after the Agreement is signed for the necessary description and closing work to be completed.

A partial payment may be made when it has been determined the Seller owns merchantable title free of all liens and encumbrances, or the seller's remaining equity exceeds the value of the partial payment. A partial payment shall normally not exceed 50% of the amount allocated in the appraisal for land, land damages, and improvements. A partial payment in excess of 50% may be made only when the seller possesses the required title or equity and the payment has been approved by the Acquisition Unit Supervisor.

Examples of the normal date of possession, conveyance, and payment clauses for Agreements are as follows:

- ***Owner-Occupant***
- ***Partial Acquisition -- \$10,000 Agreement***
- ***Signed January 1, 2003 (Early Partial Payment Agreed To)***

Buyer agrees to pay and Seller agrees to grant the right of possession, convey title, and to surrender physical possession of the premises as shown on or before the schedule listed as follows:

<u><i>Payment Amount</i></u>	<u><i>Agreed Performance</i></u>	<u><i>Date</i></u>
\$ 5,000.00	on right of possession	February 1, 2003
N/A	on conveyance of title	N/A
-0-	on surrender of possession	N/A
\$ 5,000.00	on possession and conveyance	March 1, 2003
\$10,000.00	TOTAL LUMP SUM	

Note: Seller cannot be required to surrender possession earlier than 90 days from the date of the written offer.

- ***Owner-Occupant Total Acquisition -- \$10,000 Agreement***
- ***Signed January 1, 2003***

Buyer agrees to pay and Seller agrees to grant the right of possession, convey title, and to surrender physical possession of the premises as shown on or before the schedule listed as follows:

<u>Payment Amount</u>	<u>Agreed Performance</u>	<u>Date</u>
\$ 5,000.00	on right of possession	February 1, 2003
\$ 4,000.00	on conveyance of title	March 1, 2003
\$ 1,000.00	on surrender of possession	April 1, 2003
N/A	on possession and conveyance	N/A
\$10,000.00	TOTAL LUMP SUM	

Note: Seller cannot be required to surrender possession earlier than 90 days from the date of the written offer.

A clause will be added to all Agreements where immediate possession is acquired and relocation is involved. The clause shall read: "It is understood and agreed that Seller does not jeopardize any rights to relocation assistance benefits available under the law by signing the Agreement."

The Acquisition Agreement will also state:

Surrender of possession: **Immediate** (see item ____)

Leased Premises Total Acquisition

Owner -- \$10,000 Agreement signed January 1, 2003

Buyer agrees to pay and Seller agrees to grant the right of possession, convey title, and to surrender physical possession of the premises as shown on or before the schedule listed on the next page:

<u>Payment Amount</u>	<u>Agreed Performance</u>	<u>Date</u>
\$ 9,000.00	on conveyance of title	February 1, 2003
\$ 1,000.00	on surrender of possession	March 1, 2003
N/A	on possession and conveyance	N/A
\$10,000.00	TOTAL LUMP SUM	

Note: Seller cannot be required to surrender possession of the premises earlier than 30 days from the date of the closing.

TABULATION OF PAYMENTS -- LUMP SUM AGREEMENT

The easiest and best approach to a negotiated Agreement is on the basis of a fixed or "lump sum" amount. The lump sum Agreement means simply that the whole right of way deal, "lock, stock, and barrel," is lumped into one total amount, which includes the purchase of land taken, the access rights to the remainder portion, the payment for borrow encroachments, the cost of rehabilitating fences, and for any and all other damages of every nature whatsoever. When turning in a lump sum Agreement, it is required that a breakdown be shown of the total amount. On the Acquisition Breakdown Form, the items of right of way borrow, fencing, and general damages shall be extended showing the amounts allocated for each. The sum of these figures must equal the total amount of the lump sum payment specified on the Agreement. The breakdown of the amount allocated for the "general" item shall also be shown on the breakdown sheet in the same manner. The "Breakdown" is considered an internal document and is not made available to the property owner. The Seller will receive a closing statement at the time of payment

VERBAL AGREEMENTS ELIMINATED

All Acquisition Agreement forms contain the following clause which eliminates the possibility of verbal agreements: "This written contract constitutes the entire Agreement between Buyer and Seller and there is no Agreement to do or not to do any act or deed except as specifically provided for herein."

This clause is never to be deleted from any Right of Way Agreement. Verbal agreements not made a part of the Agreement, as written, are not enforceable by either party.

ACCEPTANCE OF AGREEMENT BY IOWA DEPARTMENT OF TRANSPORTATION STAFF

After obtaining the necessary Seller's signatures on the Agreement, and after reviewing the same for any possible errors, including checking that all signatures are correctly notarized, the Acquisition Agent turns in the signed Agreement and field file to the Project Agent. The Project Agent reviews the Agreement, and if found satisfactory, signs as Project Agent. The Project Agent then conveys the signed Agreement and field file to the Acquisition Production Coordinator.

All Right of Way Agreements must be approved to be a binding obligation. When this has been done, the Agreement then becomes effective as of that date. The Right of Way Director is authorized to approve and sign the Agreement for the Iowa DOT Staff, and shall do so after it has been officially accepted by the Staff.

STANDARDIZED SPECIAL CLAUSES FOR USE IN ACQUISITION AGREEMENTS

It may be necessary to add "special clauses" relating to Agreements made in regard to the individual property, which are not included in the Agreement form. Many of these Agreements are of such a recurring nature that it is desirable to use a standardized form to provide uniformity in both the writing and interpretation.

These special clauses are designed for use in writing the Agreements necessary in most of the situations commonly encountered

BORROW AGREEMENTS -- GENERAL

It is most desirable to obtain a borrow area by fee acquisition. However, if the borrow is acquired by temporary easement, the following applies:

The temporary easement will be recorded by the Iowa Department of Transportation, and released by the Resident Construction Engineer on the Property Management Unit's RELEASE OF TEMPORARY EASEMENT form.

Section 314.12 of the Code of Iowa as of July 1, 2002:

“In award of contracts for the construction, reconstruction, improvement, repair or maintenance of any highway, the agency having charge of awarding such contracts shall require that when awarding such contracts shall require that when fill dirt, soil or other materials are to be removed from borrow pits acquired by title or easement, whether by Agreement or condemnation, for use in the project, adequate provision shall be made for restoration of the borrow pit area, either by removal and replacement of a minimum of eight inches of topsoil, or by fertilizing, mulching, reseeding or other appropriate measures to provide vegetative cover or prevent erosion, except where a lake or sub-water table conditions are designed, or where the area is zoned for commercial, industrial, or residential use, or where the borrow is in locations of white oak, sand, loess or un-drainable clays. When the borrow pit is acquired by easement, the restoration method shall be determined by Agreement with the landowner.”

Preference should be given to replacing topsoil in all cases where practicable.

Field tile disturbed or destroyed during removal of borrow material will not be repaired or replaced within the borrow area. Borrow Agreements may provide for surface drainage and temporary fencing.

Side Borrows Adjacent to the Highway

Borrow material is often secured by widening the cut section adjacent to the highway right of way. The right to do this is obtained by acquiring a temporary easement for borrow purposes. Two special clauses are also used. These are either sloping borrow or full borrow clauses. These clauses are written as follows:

Sloping Borrow

"Buyer may remove borrow material on the _____ side from Sta. _____ to Sta. _____ to a distance of _____ feet from centerline. Borrow shall slope from no lower than 6 inches above the proposed ditch at the new right of way line to 6 inches below natural ground at the edges of the area. The surface of the area is to be sloped to drain upon completion."

Full Borrow

"Buyer may remove borrow material on the _____ side from Sta. _____ to Sta. _____ to a distance of _____ feet from centerline. Said borrow shall slope from no lower than 6 inches above the proposed ditch at the new right of way line. The surface of the area is to be sloped to drain upon completion."

Off the Road Borrow Areas

An "off the road" borrow is where the borrow material is to be secured from an area that is not adjacent to the highway right of way. The right to do this is obtained by acquiring a temporary easement for borrow purposes. This usually cannot be described exactly without a special survey. However, the following clause can often be used. Note that in off the road areas, provisions must be made for a haul road from the borrow area to the highway.

"Buyer may remove borrow material located approximately _____ feet _____ of Sta. _____. Buyer may also construct a temporary _____-foot wide haul road from said area to the highway at Sta. _____ by the most direct route *. The surface of the borrow area is to be sloped to drain, and the haul road is to be scarified not less than 16 inches deep after completion."

Where the "most direct route" is not to be used, the route to be followed shall be specified.

Shoulder Borrows

When borrow is purchased to provide for both grading and building road shoulders after paving, there must be no misunderstanding by the owner of what is being proposed. The Agreement must include provisions for erosion control or topsoil replacement and may require a temporary fencing clause. The temporary easement shall be released no later than one year after the completion of the project.

TOPSOIL REMOVAL POLICY

The standard procedure for replacement on cultivated/cropland is to strip, stockpile and replace the topsoil. Topsoil replacement on commercial land is never recommended. In the case of a pond or lake type borrow, topsoil may be replaced to the approximate waterline of the pond or lake type borrows.

Items to consider when discussing topsoil replacement:

The definition of topsoil can vary by individual person and/or office, and there appears to be some overlapping of term “topsoil” and “slope dressing”. Topsoil definitions include:

- Black organic “garden type” soil.
- The top few inches (6-12) of what is present before construction, with the understanding that this varies greatly across the state.
- The “A horizon”.

For topsoil replacement on borrows the soil from the surface of the land is removed to a depth of twelve inches (prior to construction) to provide for a replacement depth of eight inches of soil. An exception can be in sand borrows with existing sand at the surface where it is sometimes recommended to restore to the previous condition. Another exception can be where rock is extremely shallow and there is not 12 inches of soil of any kind at a site before construction begins- In the western Iowa loess hills, there may be less distinction between the surface 12 inches and loess at a greater depth.

The methods to be used to restore borrow sites as shown on the plans may be specified in the borrow clause written into the Agreement.

Appraisals

Where the plans and “Summary of Proposed Acquisition” state that topsoil is to be replaced, the appraiser is to value the borrow assuming the replacement of eight inches of topsoil throughout the borrow area. If, during the property inspection, or analysis, the appraiser should conclude that the soil quality, topographical features, change of highest and best use, or the use for commercial, industrial or residential development, precludes the need for topsoil replacement, the appraisal will be completed on the basis that the topsoil will not be replaced.

CHANNEL CHANGES

Channel changes of a minor nature are usually indicated by a note on the highway plans. Major changes are shown on the plans with a definite alignment and cross-sections. In the first case, the following clause shall be used:

"Buyer is granted a Temporary Easement, described as follows, upon the property of the Seller for the purpose of (specify purpose, such as: clearing the channel; or grading, widening, filling, or straightening the channel): From Sta. _____ to Sta. _____, a distance of _____ feet, on the _____ side."

When the channel work to be done is major and is designed and shown on the highway plans, the following clause shall be used:

"Buyer is granted a Temporary Easement, described as follows, upon the property of the Seller for the purpose of constructing a channel change: From Sta. _____ to Sta. _____, a distance of _____ feet, on the _____ side, as shown on the highway plans."

If the excavated material from the channel is to be used for borrow material on the highway, a haul road may be necessary. The above clauses should then be extended to state:

"Buyer may also construct a _____-foot wide haul road from said channel excavation to the highway at Sta. _____ by the most direct route.* Said haul road is to be scarified not less than 16" - 20" inches deep after the channel change is completed."

*If not by the most direct route, specify the route to be followed.

The right to construct the channel change and to construct and use the haul road shall be included as items in the general lump sum damage payment.

TEMPORARY CONSTRUCTION DETOURS

When the highway plans call for the construction of a temporary detour on private land, such as around a bridge site, the following clause shall be used:

"Buyer may construct and maintain a temporary detour road on the following described area: From Sta. _____ to Sta. _____, a strip _____ feet wide, _____ side, measured from centerline of proposed highway. Said detour is to remain in place until completion of this project. *{ Payment is to be made in a lump sum of \$ _____, with the provision that, should possession be required after (specify date) _____, an additional payment of \$ _____ shall be made for each year or fractional part of a year thereafter until completion. } Buyer agrees that said area will be ** _____ when released."

*When the detour is only one item of damage and is included in the total lump sum damage paid on the Right of Way Agreement, then the clause above within the * { } shall be deleted.

** State the condition in which the detour is to be left, such as:

"graded to approximately natural ground line;" or "surfacing material is to be removed;" or "scarified to a depth of 16 inches deep," etc.

STOCK PASS AGREEMENTS -- GENERAL

General Policy: Stock passes under state highways are only built as a result of negotiated Agreements with owners whose farms are severed by either a present or a proposed highway. A determination must first be reached which will indicate that the expenditure of the State funds for this purpose will be justified by a corresponding reduction in the amount of severance damage paid, or by a payment by the owner of an equivalent amount, in cash, to the State.

Any negotiations for a stock pass shall be within the frame work of Policies and Procedures Manual, Policy No. 610.06.

In the event a stock pass is to be constructed, the Agreement shall require the property owner to be responsible for fencing to the headwalls of the structure and otherwise to restrain the livestock.

The determination that a stock pass will be constructed will normally be done at the District level prior to the acquisition process.

No agreement shall be made in negotiations for the construction of a stock pass until the Right of Way Director and District Engineer have reviewed the particular case and given prior approval.

After the stock pass request has been approved, the Right of Way Design Section will request the Office of Bridge Design to furnish all necessary information.

New Stock Pass on Relocation

The following clause shall be used only when a new stock pass is to be constructed by the State on a relocated highway, for the use of the owner of a severed farm, in order to mitigate severance damages.

"Buyer agrees to construct a (state size) concrete stock pass at Sta. _____ for the use of the Seller, as a part of the consideration of this Agreement. Maintenance of said stock pass by Buyer shall be limited to the structure itself and shall not include maintenance of the approaches or clean out of the structure. Seller hereby grants to Buyer a Temporary Easement upon Seller's property to the extent necessary for construction of said structure."

Use of a Drainage Structure as a Stock Pass

There are times when a granting of the right to use a proposed drainage structure on a relocated highway for a stock pass is considered advisable in mitigation of damages, when the construction of a separate structure for this purpose is not practicable. This will require the following special agreement in the Purchase Agreement:

"Seller is reserved the right to use the _____ at Sta. ____ for a stock pass, with the understanding that Buyer will maintain said structure for drainage purposes only and not as a stock pass."

State present or proposed structure, giving size and type, such as: "Proposed 8' x 8' concrete box culvert."

BUILDINGS PURCHASED WITH RIGHT OF WAY

When there are buildings and/or improvements located upon the real property purchased and they have been acquired along with the land, a clause clarifying this shall be written in the Agreement following the description of the land:

"The premises to be acquired include all buildings and permanent improvements located thereon, including but not limited to: "(list all improvements and their locations)."

BUILDINGS ON RIGHT OF WAY RESERVED TO OWNER

Iowa Code 6B.43 enables an owner to elect to retain and remove the buildings or improvements located on the real property. The following clause may be used:

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

It is understood and agreed the sum of \$ _____ has been deducted from the Total Lump Sum shown on Page 1 of this Agreement for Seller's salvage rights for said item(s). 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). Seller indemnifies and saves the Buyer harmless for all salvage activities and agrees to leave the salvage area in a safe, workmanlike manner."

In this case, the listing in the clause must cover all reserved buildings or improvements in detail as to number, type, and present location. Where there are buildings not included in this reservation, the State will proceed to sell or otherwise dispose of them.

WELLS PURCHASED BY THE STATE

Occasionally, it becomes necessary to destroy a well that is the main source of water supply for a property. If the appraiser has placed a value on the well and the owner agrees with this amount, add a clause to the Agreement stating:

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

If the owner does not agree with this amount and wants to be paid the actual cost, the following procedure will be followed. Two bids will be obtained from well drillers, where possible, for a replacement well. These bids will be based on the same kind, depth, and size, where possible, of the well being acquired. The Agreement will then provide to pay up to the actual dollar amount of the estimate for the replacement of the well. The estimate should also include a provision for the payment of dry holes, where applicable. The payment will be made upon receipt of bills paid by the owner and submitted to the Iowa DOT after the work has been completed. When an agreement is reached on this basis, and before it is added to the Agreement, the Acquisition Agent will subtract from the Agreement that amount which the appraiser had included for the loss of the well.

It may be permissible to arrange for and pay for the cost of hooking up rural water, in lieu of paying for a new well.

SEPTIC SYSTEMS WITHIN REQUIRED RIGHT OF WAY

In the case of illegal or nonconforming septic systems, no payment will be made, unless the entire system is destroyed. Where a tile outlet dumps effluent into the road right of way, and a portion of the tile is affected by construction, the septic outlet shall be deemed illegal and no payment will be made. If part of a legal septic leech bed will be affected but to an unknown extent, the following may be added to the Agreement:

“It is understood and agreed by Buyer and Seller that if a portion of the 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.”

When a legal septic tank and system will be destroyed the Owner may be compensated in 1 of 2 ways:

Two estimates for replacement will be obtained. The lesser of the two shall be added to the total lump sum and the following item added to the Agreement:

“It is understood and agreed, the total lump sum shown on Page 1 of this Agreement includes \$ ____ as payment in full for any and all damages arising from the loss and replacement of the septic system located between Sta. ____ and Sta. ____.”

If the owner prefers to be paid on basis of actual costs the following will be used:

“Buyer agrees to pay Seller the actual and reasonable costs necessary to replace the septic system serving the dwelling. Said septic system is to be constructed and installed in accordance with the local or County code and under the supervision of the local Sanitarian. Payment will be made when Seller provides Buyer with original itemized bills and/or receipts for the replacement of said septic system and a Certification of Compliance from the local Sanitarian. Payment is based upon a current estimate of \$ ____.”

FARM TILE AND FENCE REPAIR OR REPLACEMENT

Whenever farm field tile lines or outlets and fence are located on the proposed right of way, it is standard practice for the State to assume the responsibility for them in case they are damaged or destroyed by highway construction. The following clause is written in all Agreements as a standard clause:

Buyer agrees that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to Seller. Buyer shall have the right of entry upon Seller's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property or maintaining the same to restrain livestock.

SPECIAL TEMPORARY EASEMENT CLAUSES

Often, neither real estate nor any real property rights, such as access, are being acquired, and no conveyance is required. Under these conditions, use the TEMPORARY EASEMENT AGREEMENT form.

This form provides for a description of the area for which a temporary easement is required and states the reason why it is needed. For example:

"This temporary easement is granted to Buyer for the purpose of: (constructing concrete sidewalks and steps, and for re-grading a residential drive located at Sta. 3117+50 and surfacing same with an average depth of 3 inches of crushed rock or gravel. Said concrete steps are to be connected to the present house walk)."

Occasionally, a temporary easement is required for some minor entry of a temporary nature when other permanent rights are acquired. When the Right of Way Agreement includes a granting of a temporary easement for some specific purpose in connection with the highway construction, the use of the terms "right to encroach" or "right of entry" are to be avoided as being legally unacceptable. Use the words "temporary easement."

"Buyer is granted a temporary easement, described as follows, upon the property of the Seller for the purpose of * _____: Said area is to be ** _____.
From Sta. _____ to Sta. _____, a strip _____ feet wide, _____ side as measured from centerline of proposed highway, as shown on project plans. OR

"Sellers hereby grant to 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. Said temporary easement shall terminate upon completion of this highway project. ***

* State specific purpose, such as: grading, shaping back slopes, constructing entrance(s), etc.

** If applicable, state conditions in which area is to be left, such as: sodded, seeded, how the surface is to be left, etc.

*** Where there is more than one temporary easement in the Agreement, the release language need be included only once as a separate special clause.

Or describe as:

From Sta. _____ to Sta. _____, a strip _____ feet wide, _____ side, as measured from centerline of proposed highway.

Temporary Easement Release - MAJOR

“The Resident Construction Engineer will release the Temporary Easement granted herein by recording a Release of Temporary Easement not later than one year after the grading, paving, shouldering, and erosion control have been completed on this project. Buyer will provide Seller with a cop of said Release after recording.”

CROP POLICY

Purpose: The purpose of this policy is to provide consistent treatment of property owners and tenants on projects involving growing crops, while protecting the public’s need to have access to properties acquired. The acquisition of agricultural land occurs all year. The property owner’s and tenant’s ability to plant and/or harvest crops need to be balanced with the public need regardless of what time of year the acquisition occurs.

When the proposed project letting is scheduled after October 1st of the calendar year the land is acquired:

Crops may be reserved to the owner and/or tenant for that calendar year with the following clause:

All 20__ growing crops are reserved to Seller if removed by November 1, 20___. Any crops not removed by November 1, 20___, may be removed by the Buyer. Should Buyer require possession of the premises prior to November 1, 20___, the Buyer may enter and damage or destroy the crop. Buyer will compensate seller for damaged or destroyed crop based upon a rate of \$_____ per acre of crop damaged or destroyed.

If 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. The following clause may be used.

Seller agrees to provide weed and erosion control on the premises sought and described herein for the 20__ 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.

When the proposed project letting is scheduled for before October 1st of the calendar year the land is acquired.

Crops will not be reserved to the owner and/or tenant.

If crops have not yet been planted the owner or tenant may elect to be compensated for providing weed and erosion control for the area acquired. The following clauses may be used for that purpose.

Seller agrees to provide weed and erosion control on the premises sought and described herein for the 20__ 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 1 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.

If crops have been planted the owner and/or tenant will be compensated as follows:

Prior to July 1, compensation will be based upon the costs of planting the crop. The following clause will be used.

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

After July 1, compensation will be based upon the value of the crop, minus harvest and hauling expenses. The following clause will be used.

“Part of the lump sum payment is settlement in full for all loss or damage for the 20__ growing 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.

Crop reservations, payments, and Agreements to provide weed control shall only be considered within the same calendar year the Agreement for the land is signed.

COURT APPROVAL IN GUARDIANSHIPS/CONSERVATORSHIP

Standard forms of Purchase Agreements contain the clause: "If title to the property is or becomes an asset of any estate, trust, conservatorship, or guardianship, Seller agrees to obtain Court approval of this Agreement, if deemed necessary by Buyer's attorney."

When the Report of Record Ownership and Liens shows title to be, in fact, an asset of an established guardianship or conservatorship, etc., the Purchase Agreement should contain the following clause:

"Seller agrees that (i.e. John Doe as Guardian for the Guardianship of minor son) shall proceed promptly and diligently to bring the matter of the approval of this Agreement to the court for hearing.

Buyer agrees to pay Court costs and legal expenses incurred in obtaining such approval as a cost incident to the transfer of the premises, but not to exceed the amount of \$ _____ for this purpose."

When a compensable interest in land is owned by one under legal disability and no legal guardian has previously been appointed, additional legal procedure will be necessary in order to obtain a conveyance of the same. It may be that the State will have to secure this appointment, in which case, the Attorney General's Office will handle this matter. In connection with this, see Sections 472.15 and 472.16 of the Code of Iowa. However, if a parent or relative or other party involved in the transaction is willing to agree to handle this matter, the Agreement may be drawn as follows:

"Seller agrees to secure the appointment of a legal guardian or conservator for _____. Seller agrees to proceed promptly and diligently to bring the matter of such appointment and such approvals for hearing for Court approval. Buyer agrees to pay Court costs and legal expenses incurred in obtaining such appointment and such approvals as a cost incident to the transfer of the premises, but not to exceed the amount of \$ _____ for these purposes."

Note: In these cases, when a minor's share of the proceeds of an acquisition is less than \$1,000, we can accept the signature of a parent on the Agreement. However, title will have to be passed by a guardianship and the Agreement shall include the costs incurred.

IMPOUNDING OF WATER

At times, due to a change or an elimination of highway drainage structures, water may be impounded on a property owner's land for an indefinite period of time. In these cases, the following clause shall be added to the Agreement.

"Buyer shall have the right to impound water from surface and/or tile drainage on the land of the Seller to an elevation of _____ ±, between Sta. _____ and Sta. _____ on the _____ side * and extending _____ ± feet from the centerline of the proposed highway."

* If an exact description of the area to be ponded is possible, substitute: "... and extending over the following described area: _____."

FENCING -- GENERAL

Right of way fences may be lawfully erected by the adjacent landowner on public highway right of way with the consent of the Iowa DOT. Right of way fence located on highway right of way not relocated or moved by the owner may be removed after notice without liability by the Iowa DOT. Private fence constructed or maintained on the right of way by authority of the terms of a Purchase Agreement or condemnation, or with the consent of the Resident Construction Engineer, shall be compensated for in any new acquisition. Examples of the latter include fencing to bridges, drainage structures, or cattle passes necessary to support continued agricultural use of land adjacent to highway right of way.

A fence unlawfully constructed or maintained on the right of way, whether before or after acquisition, will be removed as a highway obstruction under Chapter 319 of the Code of Iowa. An original notice must be served 60 days in advance of the time necessary to have removed a fence that is unlawfully erected or maintained on highway right of way. Service of the original notice will normally be made by the sheriff on forms furnished by the Attorney General's Office at the request of the Resident Construction Engineer.

Fence payments are computed on the basis of an approved fence payment schedule prepared by the Appraisal Section. The schedule is based on unit prices per rod on a straight-line fence over average terrain for the cost of constructing a new fence or constructing a temporary fence. The schedule is updated annually to reflect current costs. The Acquisition Agent shall determine the amount of scheduled compensation for the right of way fence. The fence payment schedule includes all labor and materials.

On all partial acquisitions, appraisers will consider that the new right of way line will be fenced at State expense where the property is currently in a fenced condition. Therefore, any fence on existing right of way, or in the case of relocations, any property line fence that may be involved and whose utility will be replaced by the new right of way line fence, will not be considered by the appraiser.

The following items will NOT be considered in the appraisal as items of severance damage:

- Re-establishment of corners to anchor cross sections
- Relocation of interior fence
- Water gaps unfenced by the State

Payment for those items may be included by the Acquisition Agent as additional fence costs or additional severance damages.

All other fences located within the acquisition whose utility is not replaced by the new right of way fence shall be considered in the appraisal of the remainder property. This may include interior field, lot, or lane fencing. Fencing located within temporary easements shall be considered as taken. In the case of borrows or detours, any value attributable to fence located therein or taken as a result of the borrow or detour itself, shall be shown in the allocation of the difference figure. In the Agreement, said allocation of the difference figure under "Improvements to be acquired, including fence" shall make reference to the inclusion of such fence under the appropriate item. The appraiser shall determine, and the appraisal report shall specify, the amount in appropriate units of measure of each kind of fence compensated for in the appraisal.

Ornamental or special-purpose fences whose utility will not be replaced by a conventional field fence will be considered by the appraiser.

Water gaps usually will not be fenced where the proposed drainage structure is 48 inches or more or where a ditch channel exists. Owners are not permitted to anchor any water gap fencing to the State-erected fence.

Interstate Fencing Statement

Right of way fencing along the Interstate system is assumed by the DOT and constructed as a part of the project cost. The standard forms of the PARTIAL ACQUISITION AGREEMENT, the RIGHT OF ENTRY AGREEMENT, and the TENANT AGREEMENT contain a fence and tile clause. This clause defines the Buyer's rights where Buyer agrees to construct and maintain fence. The clause is not operable unless the Agreement contains a specific agreement to construct fence. Where the Buyer intends to construct fence, as in the case of an interstate, the following statement must be added to the Agreement:

"Buyer agrees to construct and maintain right of way fence from Sta. _____ to Sta. _____, _____ side; and from Sta. _____ to Sta. _____, _____ side."

In those cases where a fence is constructed by the Iowa DOT; such fence will be maintained for access control purposes only. The adjacent owner is permitted to use the fence as a property line fence; however, the owner must assume full responsibility for the restraint of livestock. If the property owner requires special fencing, it must be installed and maintained on the landowner's side of the agency maintained fence. The negotiator may arrange payment for the special fence in the Acquisition Agreement. Payment will be made for the actual cost based on paid receipts and evidence of installation or construction of the fence. The Fence Billing Agreement clause may be used for this purpose. Such arrangement shall be approved by the Acquisition Unit Supervisor prior to agreement with the property owner.

Lump Sum Fence Payment

In the case of a partial acquisition, Purchase Agreements shall contain a statement whereby the Buyer agrees to pay for the cost of moving or replacing fence. This applies to all types of fencing on the primary system. The Agreement shall specify the kind and amount of fence that must be moved or replaced. For example:

"The total lump sum shown on Page 1 of this Agreement includes full payment for the cost of replacing: 180 rods of woven wire fence, 80 rods of barbed wire fence, and 20 rods of board fence in kind."

Fence Billing Agreement

Purchase Agreements may grant the owner the right to remove existing fence from right of way. All such provisions shall agree to pay the fair and reasonable cost of replacing the fence in kind. It shall also provide that payment will be made on the basis of itemized receipts for the cost incurred for labor and material. In such cases, reduce the total lump sum amount by the amount allocated to fence in the approved appraisal and add the following clause to the Agreement:

"In addition to the total lump sum shown on Page 1 of this Agreement, Buyer agrees to pay Seller the fair and reasonable cost of replacing: 180 rods of woven wire fence, 80 rods of barbed wire fence, and 20 rods of board fence in kind. Such costs will include extra bracing and extra corners as necessary. Said payment will be based on actual costs and itemized receipts for same. Seller may salvage any existing fencing prior to construction of this project. Any fencing not removed by this date shall be abandoned by Seller and the fence shall become the property of the State of Iowa."

Labor costs to salvage existing fence will not be considered as a reimbursable item.

Temporary Fencing

Where the need for temporary fencing is known and the payment amount can be determined, expand the LUMP SUM FENCE PAYMENT clause. If the amount of temporary fencing cannot be determined, use the FENCE BILLING AGREEMENT clause. Temporary fencing will be measured by the Resident Construction Engineer. Payment will be made or arranged for by the Resident Construction Engineer.

Fencing on Right of Way

In no case shall the Acquisition Agent grant permission, by the Agreement, to the Seller to fence on public right of way without express written consent from the area Maintenance Engineer, or Resident Construction Engineer. This is often requested by owner, especially where irregular right of way is acquired for culvert extensions.

RELOCATION ASSISTANCE ASSURANCE

The following assurance clause has been made a part of all Purchase Agreement forms when relocation is involved:

"By signing this Agreement, Seller does not jeopardize their right to relocation assistance benefits for which they may be eligible under law."

FIRE INSURANCE

The following clause shall be used where possession of buildings and improvements is to be reserved to the Seller.

"Seller agrees to maintain current fire insurance in the amount of \$ ____ and to make the same payable to all parties as their interests may appear from this date until delivery of possession and shall notify all insurance companies of this Agreement."

Use present policy limits of Seller's present fire insurance policy.

PROTECTION OF THE PREMISES AND PUBLIC

The following clause shall be used in all acquisition of buildings:

"Seller shall protect the premises from damage and shall prevent injury to people. 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 to avoid injury to all occupants, guests, and the general public. 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 Seller's continued possession and use of the property."

OUTDOOR ADVERTISING DEVICES IN RIGHT OF WAY

All conforming on-premise signs located within the right of way acquisition will be specifically mentioned in the Purchase Agreement. This mention should normally be an addition to the Agreement, such as: "...including (state number) outdoor advertising device(s) located thereon at Sta. _____, on the _____ side." Such signs should also be included in any Agreement itemization, such as, in the body of the Agreement:

"...and which include the following buildings, improvements and other property: xxxxxx, xxxxxx, xxxxxx, and one (1) outdoor advertising device;"

and/or adding a special clause to the Agreement stating:

"The premises to be acquired includes the following: xxxxxx, xxxxxx, xxxxxx, and two (2) outdoor advertising devices located at Sta. 510+00, on the West side."

ABSTRACT REQUIREMENTS

Determine need for abstract - Abstracts shall be required by the terms of the Purchase Agreement for title opinion purposes in accord with the following policy:

Total Acquisitions - In the case of a total acquisition, the Purchase Agreement shall require delivery of an abstract continued to date showing merchantable title in the seller on all but minor parcels. For this purpose, a minor parcel is any parcel (except an urban lot) where the land to be purchased is of one acre or less or where the appraised fair market value of the land is \$5,000 or less. Abstracts shall be obtained on any minor parcel containing excess land.

Partial Acquisitions - In the case of a partial acquisition, the Purchase Agreement shall require delivery and loan of an abstract continued to date, showing merchantable title in the seller where the transaction totals \$50,000 or more or the current value as determined by the Title and Closing Unit. Abstracts shall be required for transactions of lesser amounts where the parcel contains excess land.

Minor Acquisitions - Abstracts may be required on minor parcels for either total or partial acquisitions when title to the parcel is unusually encumbered. Abstracts may also be requested by the Title and Closing Unit where title is unusually encumbered or fractionalized. Such requests shall be supported by a judgment that the status of title is such that normal closing procedures do not appear to give reasonable assurance of the receipt of a sufficient ownership interest to support highway construction.

MOBILE HOME ACQUISITION POLICY

After the Relocation Agent has met with the owner regarding the purchase of the mobile home and discussed any relocation benefits that may apply, the Acquisition Agent shall prepare a Purchase Agreement that clearly identifies all ownership interests and all real or personal property to be acquired.

The Title and Closing Agent will obtain the mobile home tax lien clearance from the County Treasurer. A determination if liens were filed on the title will be made prior to closing any land transaction that may have been acquired with the mobile home.

The Property Management Agent will take possession after delivering payment and obtaining the title to the mobile home.

Items of Importance

The Agreement should contain a complete list of all items that are to be acquired as a part of or in addition to the mobile home.

A clause identifying the VIN (Vehicle Identification Number) should be included in the Agreement.

An insurance clause protecting the State's interest should be included in the Agreement.

If the Acquisition Agent obtains the title certificate, it should NOT be signed by the owner. The payment for the mobile home should be separate from the real estate payment.

APPENDIX A

REAL PROPERTY ACQUISITION **AGREEMENT CLAUSES**

ABBREVIATIONS:

Abbreviations: OR means office relocation

SR means side road

± means plus or minus

±PL means plus or minus property line

±ExR/W means plus or minus existing right of way

±PROP R/W means plus or minus proposed right of way

CS means curve to spiral

ST means spiral to tangent

SC means spiral to curve

TC means tangent to curve

ACCESS -- NO ACCESS CONTROL ACQUIRED -- Note that the access clause on Partial Acquisition Agreements and Tenant Agreements (in Item 1) is to be crossed out when no access control rights are being acquired, such as for Class III or IV highways.

A-1 Clause (CL-A-1)

ACCESS CONSTRUCTED. Buyer agrees to construct entrance(s).

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.

A-2 Clauses

ACCESS AMENDED.

(CL-A-2-1) Relocation of entrance(s) on property where access was previously acquired and entrance(s) were previously granted and new access is being allowed.

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 accord with Buyer's right to regulate, restrict, or prohibit such access as set forth in the Code of Iowa, and shall be binding on Sellers' heirs, successors and assigns.

(CL-A-2-2) Permitting of entrance(s) on property where access was previously acquired and entrance(s) were NOT previously granted but are NOW being allowed.

APPENDIX A

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 accord with Buyer's right to regulate, restrict, or prohibit such access as set forth in the Code of Iowa, and shall be binding on Sellers' heirs, successors and assigns.

(CL-A-2-3) Permitting of entrance(s) on property where access was previously acquired and entrance(s) were previously granted but are NOW being eliminated.

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 accord with Buyer's right to regulate, restrict, or prohibit such access as set forth in the Code of Iowa, and shall be binding on Sellers' heirs, successors and assigns.

A-3 Clause (CL-A-3)

ACCESS CONTROL ONLY CONTRACTS AGREEMENTS. No Conveyance real estate
Add the words to the contract heading, and 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.

A-4 Clause (CL-A-4)

ADVERTISING DEVICE (S). Add this clause on "Mutual Benefit" Tenant Agreement for Advertising Sign(s).

It is understood and agreed the advertising device located at Sta. _____, Permit No. _____, is considered to be personal property, the relocation of which will be made part of the Relocation Assistance Program.

APPENDIX A

ALL PURPOSE ACKNOWLEDGEMENT

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____ }

COUNTY OF _____ } ss:

On this _____ day of _____, A.D. _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____,

☐ to me personally known

or ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:

☐ INDIVIDUAL

☐ CORPORATE

Title(s) of Corporate Officer(s):

☐ Corporate Seal is affixed

☐ No Corporate Seal procured

☐ PARTNER(s):

☐ Limited Partnership

☐ General Partnership

☐ ATTORNEY-IN-FACT

☐ EXECUTOR(s) or TRUSTEE(s)

☐ GUARDIAN(s) or CONSERVATOR(s)

☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity (ies) or person(s)

(NOTARY SEAL)

(Sign in Ink)

(Print/Type Name)

Notary Public in and for the State of _____

APPENDIX A

AREA, MORE OR LESS -- See DESCRIPTION, MORE OR LESS.

B-1NT Clause

BORROW BY TEMPORARY EASEMENT -- W/O TOP SOIL REPLACEMENT Add this clause when no topsoil will be replaced in the borrow. The temporary easement purpose for borrow should be outlined on page one of the Agreement.

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

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

The Resident Construction Engineer will release said Temporary Easement by recording a Release of Temporary Easement not later than one year after the grading, paving, shouldering, and erosion control have been completed on this project. Buyer will provide Seller with a copy of said Release after recording.

B-1T Clause

BORROW BY TEMPORARY EASMENT -- W TOPSOIL REPLACED Add this clause when topsoil will be replaced in the borrow. The temporary easement purpose for borrow should be outlined on page one of the Agreement.

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

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

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

The Resident Construction Engineer will release said Temporary Easement by recording a Release of Temporary Easement not later than one year after the grading, paving, shouldering, and erosion control have been completed on this project. Buyer will provide Seller with a copy of said Release after recording.

APPENDIX A

B-2P Clause

POND BORROW BY TEMPORARY EASEMENT The temporary easement purpose for pond borrow should be outlined on page one of the Agreement.

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

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

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

The Resident Construction Engineer will release said Temporary Easement by recording a Release of Temporary Easement not later than one year after the grading, paving, shouldering, and erosion control have been completed on this project. Buyer will provide Seller with a copy of said Release after recording

B-3 Clause (CL-B-3)

BUILDINGS/IMPROVEMENTS -- SALVAGE DEDUCTED. Add this clause when reserving building(s) and/or improvement(s) to Seller, with the salvage value deducted from the Total Lump Sum of the Agreement.

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

It is understood and agreed the sum of \$ _____ has been deducted from the Total Lump Sum shown on Page 1 of this Agreement for Seller's salvage rights for said item(s). 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). Seller indemnifies and saves the Buyer harmless for all salvage activities and agrees to leave the salvage area in a safe, workmanlike manner.

B-4 Clause (CL-B-4)

BUILDINGS/IMPROVEMENTS -- NO SALVAGE DEDUCTED. Add this clause when reserving building(s) and/or improvement(s) to Seller, with salvage value NOT deducted from the Total Lump Sum of the Agreement.

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

APPENDIX A

B-5 Clause (CL-B-5)

BUILDINGS/IMPROVEMENTS -- TO BE ACQUIRED. Add this clause when acquiring buildings/improvements, completing the listing of the parcel's particular items to be acquired.

It is the intent of this Agreement to acquire all improvements located upon the premises sought and described herein. A brief description of said improvements includes, but is not limited to, the following:

_____, along with all heating, cooling, plumbing, and electrical systems, and all apparatus connected thereto. Also all doors, windows, cabinets, floor coverings, and any other fixtures that, if removed, would damage the integrity of the structure.

All trees, shrubs, landscaping, surfacing, and any other improvements attached to the premises sought and described herein.

COMPENSATION -- See MONEY DIVISION.

C-1 Clause (CL-C-1)

CONVEY TO CITY/COUNTY. Add this clause when part of an acquisition area is to be deeded directly to another jurisdiction, such as to a city or county.

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

C-2 Clause (CL-C-2))

COURT APPROVAL--ALREADY HAVE A CONSERVATOR. Add this clause when a Conservator or Executor has no authority to convey.

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 \$ _____.

C-3 Clause (CL-C-3)

COURT APPROVAL--SOMEONE NEEDS A CONSERVATOR. Add this clause when need an appointment of a Conservator for a minor or a legally incompetent person.

APPENDIX A

Seller agrees to proceed promptly and diligently to secure District Court appointment of a legal Conservator for _____. Buyer agrees to pay Court costs and legal expenses incurred by Seller in obtaining such appointment, but not to exceed \$ _____.

C-4 Clause (CL-C-4)

WHEN THE PROPOSED PROJECT LETTING IS SCHEDULED AFTER OCTOBER 1ST OF THE CALENDAR YEAR THE LAND IS ACQUIRED: Crops may be reserved to the owner and/or tenant for that calendar year with the following clause.

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

C-5 Clause (CL-C-5)

IF 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. The following clause may be used.

Seller agrees to provide weed and erosion control on the premises sought and described herein for the 20____ 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. Any right of way markers present, shall be preserved. 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.

When the proposed project letting is scheduled for before October 1st of the calendar year the land is acquired:

Crops will not be reserved to the owner and/or tenant.

If 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. The following clause may be used.

Seller agrees to provide weed and erosion control on the premises sought and described herein for the 20____ 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.

APPENDIX A

If crops have been planted the owner and/or tenant will be compensated as follows:

Prior to July 1, compensation will be based upon the costs of planting the crop.

C-6 Clause (CL-C-6)

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

After July 1, compensation will be based upon the value of the crop, minus harvest and hauling expenses.

C-7 Clause (CL-C-7)

Part of the lump sum payment is settlement in full for all loss or damage for the 20__ growing 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.

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.

CONTAMINATION CLAUSES ARE NOT TO BE USED WITHOUT APPROVAL FROM THE PROJECT AGENT OR SUPERVISOR.

C-8 Clause (CL-C-8)

CONTAMINATION -- If Seller hauls and disposes of contamination.

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

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

APPENDIX A

C-9 Clause (CL-C-9)

CONTAMINATION -- If State disposes of contaminated soil and bills Seller.

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

As part of this highway project, soil may need to be excavated between Sta. _____ and Sta. _____, a strip _____ feet wide, _____ side. Said soil may require disposal as contaminated material. Buyer agrees to excavate and haul away said soil, dispose of any contaminated material, and provide suitable fill material. Seller agrees to reimburse Buyer for all costs incurred in the hauling and disposal of said contaminated material. Reimbursement will be made promptly upon Buyer providing itemized bills or receipts to Seller for the costs. Seller shall indemnify and save the

Buyer harmless for all costs, expenses and liabilities arising out of the storage, hauling and disposal of any contaminated material.

C-10 Clause (CL-C-10)

CONTAMINATION -- Elimination of Monitoring Well.

As a part of this highway project, the monitoring well owned by Seller on the property sought and described herein shall be eliminated. Buyer shall plug and abandon said well. If replacement of said well is required in order to comply with the terms of any law, rule or administrative order, then in addition to the Total Lump Sum shown on Page 1 of this contract 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 \$

DEBRIS (CL-DEBRIS) – **Debris Disposal**

It is understood and agreed by Seller, the debris described as, but no limited to:

located on the premises described and sought herein, will be removed by the Seller prior to the possession date shown on Page 1 of this Agreement.

D-1 Clause (CL-D-1)

DESCRIPTION, MORE OR LESS. Add this clause at the bottom of the Description of Premises sheet when the land surveyor's plat is not yet available.

It is understood and agreed the final conveyance document will show the area of the premises to be conveyed as determined by a Land Surveyor's Plat. Should the Land Surveyor's Plat indicate a slightly greater area to be conveyed than that shown on Page 1 of this Agreement, then Buyer will adjust the Total Lump Sum of this Agreement to pay for the additional area. Seller hereby waives any additional payment of less than \$50.00.

APPENDIX A

D-2 Clause (CL-D-2)

DETOUR ROAD. Add this clause when a "Temporary" Detour Road is needed during the construction period.

Seller grants Buyer the right to construct, maintain, operate and remove a Temporary Detour Road on Seller's property, described as:

From Sta. _____ to Sta. _____, a strip _____ feet wide, _____ side;
From Sta. _____ to Sta. _____, a strip _____ feet wide, _____ side;
as measured from centerline of proposed highway, as shown on project plans.

Said Temporary Detour Road will remain in place until the completion of this highway project.

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

D-3 Clause (CL-D-3)

DIVORCE. 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.

DOLLAR AMOUNT -- See MONEY DIVISION.

D-4 Clause (CL-D-4)

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

As owners of the real estate for the herein referenced project and parcel, and acknowledging the fact that we are entitled to just compensation based upon an approved appraisal of the subject real estate, we, nevertheless, desire to donate the right of way to the State of Iowa. We will execute the necessary conveyancing instruments to transfer said right of way in the name of the State of Iowa. This donation to the State of Iowa is made without coercive action of any nature.

DRIVEWAY (CL-DRIVEWAY) – **Payment for extended driveway.**

It is understood and agreed that the Total Lump Sum Payment shown on Page 1, Paragraph 3 of this contract Agreement includes payment in full for _____ additional lineal feet of driveway.

ENTRANCES -- See ACCESS.

APPENDIX A

EROSION CONTROL -- See BORROW.

F-1 Clause (CL-F-1)

FENCE PAYMENT -- ACTUAL COSTS INCURRED BY SELLER. Seller will erect replacement fence and then provide Buyer with paid receipts documenting actual labor and material costs.

In addition to the Total Lump Sum shown on Page 1 of this Agreement, Buyer agrees to pay to Seller the actual and reasonable costs of replacing _____ rods of _____ fencing. Payment will be made on the basis of ITEMIZED BILLS AND/OR RECEIPTS furnished by Seller to Buyer after Seller's construction of said fence. Payment will NOT be made for replacement of gates. Seller may salvage any existing gates and/or fencing prior to the construction of this project. Any existing gates and/or fencing not removed shall become the property of the Buyer.

F-2 Clause (CL-F-2)

FENCE PAYMENT -- SCHEDULED. Seller will erect replacement fence and Buyer includes in the Total Lump Sum of the Agreement a payment for said fence that is based on the cost-per-rod schedule developed by Buyer.

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 shown on Page 1 of this contract Agreement. Payment will NOT be made for replacement of gates. Seller may salvage any existing gates and/or fencing prior to the construction of this project. Any existing gates and/or fencing not removed shall become the property of the Buyer.

F-3 Clause (CL-F-3)

FENCE PAYMENT -- TEMPORARY FENCING. Seller will erect temporary fencing for borrow or other easement areas for control of farm animals during construction. (USE CURRENT ESTABLISHED RATES)

It is understood and agreed that, in addition to the Total Lump Sum shown on Page 1 of this Agreement, Buyer agrees to pay Seller for Seller's construction of temporary fencing that is necessary along the Temporary Easement area during the construction period. The Resident Construction Engineer will measure said temporary fence, and payment will be made at the rate of \$_____ per rod for temporary woven wire fence, \$_____ per rod for temporary barbed wire fence, and \$_____ per rod for temporary electrical fence.

APPENDIX A

F-4 Clause (CL-F-4)

FENCING FOR ACCESS CONTROL ON INTERSTATES. Add this clause on Agreements for certain interstate and freeway projects, where required.

It is understood and agreed Buyer will construct and maintain access control fencing along Highway No. _____.

F-5 Clause (CL-F-5)

FLOWAGE EASEMENT.

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

H-1 Clause (CL-H-1)

HAUL ROAD. Add this clause when need a Temporary Easement to provide access to a Borrow or other construction area.

Buyer is granted a Temporary Easement on Seller's property for the purpose of constructing, maintaining, operating, and removing a _____-foot wide Haul Road on Seller's property from Sta. _____ to the construction area, by the most direct route.

Said Temporary Easement shall terminate upon completion of this highway project.

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

IMMEDIATE POSSESSION (CL-IMMEDIATE) – **Immediate possession required.**

As part of this Agreement Seller grants Buyer immediate possession of the premises. Seller agrees that Buyer shall not be required to furnish Seller further notices to vacate the premises.

IMPROVEMENTS -- See BUILDINGS/IMPROVEMENTS.

INDEMNIFY (CL-INDEMNIFY) – **Indemnification clause for project work.**

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

APPENDIX A

I-1 Clause (CL-I-1)

INSURANCE -- PUBLIC LIABILITY. Add to either a **PARTIAL** or a **TOTAL** Acquisition Agreement when granting continued possession of acquired property.

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

Seller's Insurance Agent and Carrier: _____.
Policy No.: _____ Address: _____.

CI-2 Clause (CL-I-2)

INSURANCE -- FIRE, TORNADO, EXTENDED COVERAGE. Add to a **TOTAL** and **PARTIAL** Acquisition Agreement when granting continued possession on acquired major structures and/or improvements.

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. 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, Seller agrees to accept the lump sum payment, to endorse the proceeds of any such insurance recovery, and Seller assigns to Buyer any and all of Seller's rights under such insurance contracts.

I-3 Clause (CL-I-3)

INSURANCE -- PROTECTION OF THE PREMISES. Add to a **TOTAL** and **PARTIAL** Acquisition Agreement when granting continued possession on acquired major structures and/or improvements.

Seller shall protect the premises from damage and shall prevent injury to people. 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 to avoid injury to all occupants, guests, and the general public. 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 Seller's continued possession and use of the property.

INTENT (CL-INTENT) – **Intent to acquire clause.**

It is the intent of this Agreement to acquire in total a parcel of land described as:

L-1 Clause (CL-L-1)for Lessor & Lessee, (CL-L-1-2)for Lessor & Lessees,(CL-L-1-3) for Lessor & Lessee & Sub-Lessee, (CL-L-1-4)for Lessor & Lessees & Sub-Lessees

APPENDIX A

LESSOR/LESSEE AGREEMENT. Add this clause when a major leasehold interest is being acquired and both the Lessor and the Lessee must execute the same Agreement.

It is understood and agreed that should the Lessor or the Lessee elect not to enter into this Agreement, then this 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, and 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. Lessee hereby 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 kind and nature by reason of being deprived of the possession and use of said premises and the construction of this highway. Lessee further agrees to pay all liens, assessments, taxes, and encumbrances for which Lessee may be liable as tenant against any property sold to the Buyer.

Buyer will make all payments payable to Lessor and Lessee, and the Lessor and the Lessee agree to make any necessary divisions of the proceeds.

M-1 Clause (CL-M-1)

MONEY DIVISION. Division of Monetary Proceeds of Contract Agreement. Add this clause when Seller requests that payment be made by separate warrants to various sellers.

Sellers request and Buyer agrees that the Gross Proceeds of this Agreement shall be paid as follows:

% _____ payable to _____ and all applicable interests as described in Items 6 and 7 of this Agreement;
and

% _____ payable to _____ and all applicable interests as described in Items 6 and 7 of this Agreement.

M-2 Clause (CL-M-2)

MORE OR LESS CLAUSE -- See DESCRIPTION, MORE OR LESS.

APPENDIX A

MUNICIPAL ACKNOWLEDGEMENT – Acknowledgement for Municipal Corporations.

STATE OF IOWA, COUNTY OF _____, ss:

On this _____ day of _____, A.D. _____, before me, the undersigned, a Notary Public in and for said State, 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, as contained in Ordinance No. _____, passed (the Resolution adopted) by the City Council, under Roll Call No. _____ 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 _____

PATENT CLAUSE -- See MITIGATE DAMAGES.

PLOT PLAN (CL-PP) – **Plot plan attached to 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 supercede and replace this Plot Plan as the accurate and correct plat of the land being conveyed. Should the Land Surveyor’s Plat indicate a slightly greater acreage/square footage to be conveyed than that shown on Page 1 of this Agreement, the payment due the Seller will be increased accordingly and shown on the future conveyance document. Seller hereby waives any increased payment of less than \$50.00.”

PLOT PLAN FOR TE (CL-PPTE) – **Plot plan for temporary easement attached to Agreement.**

Sellers hereby grant to 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. Said Temporary Easement shall terminate on completion of this highway project.

PLUS OR MINUS CLAUSE -- See DESCRIPTION, MORE OR LESS.

PROCEEDS -- See MONEY DIVISION.

APPENDIX A

R-1 Clause (CL-R-1)

RELOCATION ASSISTANCE ASSURANCE.

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

SALVAGE -- See BUILDINGS.

SEEDING -- See BORROW.

S-1 Clause (CL-S-1)

SUPPLEMENTAL (OWNER) AGREEMENT. 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 being drawn supplemental to the original Agreement between the same parties as hereto, dated _____, recorded on _____ in the _____ County Recorder's Office _____, all terms of which remain in full force and effect.

S-2 Clause (CL-S-2)

SUPPLEMENTAL (TENANT) AGREEMENT. Add this clause when preparing a Supplemental Contract Agreement required because a change or correction is needed in a Tenant's Agreement that is already signed and processed

This Agreement is being drawn supplemental to the original Agreement between the same parties as hereto, dated _____, all terms of which remain in full force and effect.

S-3 Clause (CL-S-3)

SEPTIC SYSTEMS. Add this clause when a septic system lying within proposed right of way will be disturbed by new construction and must be either repaired or replaced. This clause can also be used for a well.

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

Said septic system is to be constructed and installed in accordance with the local and County code and under the supervision of the local Sanitarian. Payment will be made when Seller provides Buyer with original itemized bills and/or receipts for the replacement of said septic system and a Certification of Compliance from the local Sanitarian. Payment is based upon a current estimate of

\$ _____.

APPENDIX A

S-4 Clause (CL-S-4)

STOCKPASS -- DRAINAGE STRUCTURE. Seller granted right to use a drainage structure as a stockpass, with no payment by Seller required.

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

T-1 Clause (CL-T-1)

TEMPORARY EASEMENT CLAUSE.

Buyer is granted a Temporary Easement, described as follows, on Seller's property for the purpose of _____:

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

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

as measured from centerline of proposed highway, as shown on project plans.

Said Temporary Easement shall terminate upon completion of this highway project.

T-2 Clause (CL-T-2)

TEMPORARY EASEMENT RELEASE -- "MINOR." Use this clause to release a minor Temporary Easement that is normally beneficial to both the Seller and the Buyer. For example: for construction of entrances, ditch inlets or outlets, shaping slopes, etc.

Said Temporary Easement shall terminate upon completion of this highway project.

T-3 Clause (CL-T-3)

TEMPORARY EASEMENT RELEASE -- "MAJOR." Use this clause to release a major Temporary Easement that must be released by the Resident Construction Engineer at a later date. For example: 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 not later than one year after the grading, paving, shouldering, and erosion control have been completed on this project. Buyer will provide Seller with a copy of said Release after recording.

APPENDIX A

W-1 Clause (CL-W-1)

WASTE -- HAZARDOUS WASTE. This "DNR" clause is a requirement in all Right of Way Acquisition Contracts. (It is included in the "body" of said contracts. SAID AGREEMENTS)

Seller states and warrants that there is no known well site, solid waste disposal site, hazardous substances, burial site, nor underground storage tanks on the premises described and sought herein, except: _____.

W-3 Clause (CL-W-3)

WATER -- IMPOUNDING OF WATER.

Buyer is granted the right to impound water from surface and/or tile drainage on Seller's land to an elevation of _____ feet, described as follows:

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

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

as measured from centerline of proposed highway, as shown on project plans.

W-4 Clause (CL-W-4)

WELL. Replacement of a well, costs paid by Buyer.

Buyer agrees to pay the actual and reasonable cost, not to exceed \$ _____, for replacing the well, located _____, measured from the centerline of said highway. Payment will be made when Seller provides Buyer with original itemized bills and/or receipts for the replacement of said 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. Seller agrees to accept said sum as payment in full for any and all damages arising from the loss and replacement of said well.

APPENDIX TO FORMS

Abstract Request for Continuance	Page 1
Administrative Settlement Determination.....	Page 2
Compensation Estimate.....	Page 3
Agreements	
Access Purchase Agreement	Page 4
Damage Claim Agreement	Page 5
Drainage District Consent Agreement	Page 6
Mobile Home Tenant Purchase Agreement	Page 7
Purchase Agreement.....	Page 8
Temporary Easement Purchase Agreement.....	Page 10
Tenant Purchase Agreement	Page 11
Tenant Purchase Agreement (Short Form)	Page 12
Total Purchase Agreement.....	Page 13
Borrow Agreements	
Surface Borrow (Topsoil will not be replaced)	Page 29
Surface Borrow (Topsoil will be replaced)	Page 30
Pond Borrow.....	Page 31
Breakdowns	
Partial Acquisition.....	Page 14
Total Acquisition.....	Page 15
Certification of Negotiator & Parcel Checklist	Page 16
Damage Claim	Page 17
Description of Premises	Page 18
Donation Form	Page 19
Information for Condemnation Proceedings	Page 20
Landowner's Consent to Property Examination.....	Page 21
Offers	
Appraisal Waiver Valuation.....	Page 22
Offer to Purchase & Notice of Earliest Move Date	Page 23
Revised Offer to Purchase	Page 24
Tenant/Lessee Offer to Purchase & Notice of Earliest Move Date.....	Page 25
Receipt for Abstract of Title.....	Page 26
Record of Contacts.....	Page 27
Request for Right of Way Revision.....	Page 28

**ABSTRACT
REQUEST FOR CONTINUANCE**

PARCEL NO. _____ COUNTY _____
PROJECT NO. _____ ROAD NO. _____
SELLER: _____

BUYER: Iowa Department of Transportation
Acting on Behalf of the State of Iowa

ABSTRACT COMPANY/ REPRESENTATIVE:

Please bring the enclosed abstract up to date. Return it, along with your bill, to the following address.

Please enclose a copy of this document with the abstract and list the Project No. and Parcel No. on all correspondence and bills.

Thank you.

RETURN UPDATED ABSTRACT WITH YOUR INVOICE TO:

Title and Closing Section
Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010-6993
Telephone: 515-239-1754

REQUESTED BY:

Acquisition Agent
Office of Right of Way
Iowa Department of Transportation
Telephone: 515-239-1135

**ADMINISTRATIVE SETTLEMENT
DETERMINATION**

County _____ Project No. _____

Negotiator _____ Parcel No. _____ Name _____

Offer to Purchase \$ _____ Proposed Settlement \$ _____ Variance \$ _____
% _____

APPRAISALS:

	Appraiser	Date	Before	After	Acquisition	Add'l by Negotiator (Fence,etc)	Offer to Purchase
1.	_____	_____	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____	_____	_____

REASONS FOR SETTLEMENT: (check those applicable)

☐ The variance is based upon detailed estimates from outside sources (cc's attached).

☐ The variance is substantial. Settlement is justified as follows:

- ☐ 1. The settlement is within the approved range as shown in the Acquisition Manual.
- ☐ 2. Items of damage not considered in approved appraisal.
- ☐ 3. Appraisal adjusted for time in accord with instruction from reviewer.
- ☐ 4. Recent experience in eminent domain actions.
- ☐ 5. All available appraisals (including landowner's.)
- ☐ 6. Difference of opinion as to highest and best use.
- ☐ 7. Extremely complex valuation problem.
- ☐ 8. Estimate of condemnation cost considered in conjunction with above items.
- ☐ 9. Other

DETAILED EXPLANATION OF ALL ITEMS CHECKED:

Submitted By:

Acquisition Agent Date

Project Agent Date

Approved By:

Chief Acquisition Agent Date

Right of Way Director Date

COMPENSATION ESTIMATE

**Iowa Department of Transportation
ENGINEERING BUREAU
OFFICE OF RIGHT OF WAY
Ames, Iowa 50010**

Parcel No. _____ Project No. _____ County _____

Record Owner(s): _____

Owner's Mailing Address: _____

Tenant(s): _____

Tenant(s) mailing address: _____

Subject Property address: _____

This property is described as: _____

Basis for land compensation

Land to be acquired: Fee title	<u>0.00</u>	acres	@ \$	<u>0.00</u>	= \$	<u>0.00</u>
--------------------------------	-------------	-------	------	-------------	------	-------------

Permanent Easement	<u>0.00</u>	acres	@ \$	<u>0.00</u>	= \$	<u>0.00</u>
--------------------	-------------	-------	------	-------------	------	-------------

Other considerations:						<u>0.00</u>
-----------------------	--	--	--	--	--	-------------

Total Compensation = \$	<u>0.00</u>
-------------------------	-------------

Certification:

I hereby certify that I am familiar with the property which is the subject of this compensation estimate that the valuation is based upon data contained in the files of the Agency, that I have no direct or indirect present or contemplated future personal interest in this property or in any benefit from the acquisition of this property.

*Compensation for R/W fence to be by fixed schedule or in accord with Section 6B.44 Code of Iowa.

Approved by:

DATE OF COMPENSATION ESTIMATE

Signed _____
Agent

DATE _____

DATE _____



Iowa Department of Transportation

ACCESS PURCHASE AGREEMENT No Conveyance of Land

PARCEL NO. _____ COUNTY _____

PROJECT NO. _____ ROAD NO. _____

SELLER:

THIS AGREEMENT made and entered into this _____ day of _____, 200, by and between Seller and the Iowa Department of Transportation, acting for the State of Iowa, Buyer.

1. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy all of Seller's rights of direct access to Highway _____,

excepting and reserving to Seller the right of access at the following locations:

all situated in parts of the following real estate, hereinafter referred to as the premises:

2. Buyer agrees to pay and SELLER AGREES to convey title and surrender possession of the access rights for the amount of \$ _____ on or before _____.

3. SELLER WARRANTS that there are no tenants on the premises holding under lease except:

(none)

4. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to warrant good and sufficient title. Names and addresses of lien holders are:

(none)

5. Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as agreement payment. In addition to the Total Lump Sum, Buyer agrees to pay \$100.00 for the cost of adding title documents required by this transaction to Seller's abstract of title.

6. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

7. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

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

DISTRIBUTION: TWO COPIES RETURNED TO BUYER (IOWA DOT) -- ONE COPY RETAINED BY SELLER

Page 1 of 2

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

X _____

X _____

(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, A.D. **200**, before me, the undersigned, a Notary Public in and for said State, personally appeared _____,

☐ to me personally known

or ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____(Sign in Ink)

_____(Print/Type Name)

Notary Public in and for the State of _____

My Commission expires _____

(NOTARIAL SEAL)

CAPACITY CLAIMED BY SIGNER:

☐ INDIVIDUAL

☐ CORPORATE

Title(s) of Corporate Officer(s):

☐ Corporate Seal is affixed

☐ No Corporate Seal procured

☐ PARTNER(s):

☐ Limited Partnership

☐ General Partnership

☐ ATTORNEY-IN-FACT

☐ EXECUTOR(s) or TRUSTEE(s)

☐ GUARDIAN(s) or CONSERVATOR(s)

☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity (ies) or person(s)

BUYER'S APPROVAL

Recommended by: Project Agent _____ (Date)

Approved by: Right of Way Director _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this _____ day of _____, **200**, before me, the undersigned, personally appeared _____, known to me to be a Right of Way Director of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said Right of Way Director acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa

(NOTARIAL SEAL)



Iowa Department of Transportation

DAMAGE CLAIM AGREEMENT

No Land Acquired

PARCEL NO. _____ COUNTY _____
PROJECT NO. _____ ROAD NO. _____
SELLER: _____

THIS AGREEMENT made and entered into this _____ day of _____, **200**, by and between Seller and the Iowa Department of Transportation, acting for the State of Iowa, Buyer.

1. This agreement is being written supplemental to the original agreement situated in parts of the following:
_____, County of _____, State of Iowa.
2. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
3. This agreement is being drawn supplemental to the original agreement between the same parties as hereto, dated _____, recorded on _____, in the _____ County Recorder's Office in Book _____, Page _____, all terms of which remain in full force and effect.
4. This agreement is being written to provide payment to the Seller for:

5. Buyer agrees to pay to SELLER \$ _____ on or before **60 DAYS AFTER BUYER APPROVAL**. Seller ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
6. The Department 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.

DISTRIBUTION: TWO COPIES RETURNED TO BUYER (IOWA DOT) -- ONE COPY RETAINED BY SELLER
Page 1 of 2

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

X

X

(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, A.D. **200**, before me, the undersigned, a Notary Public in and for said State, personally appeared _____,

☐ to me personally known

or ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____(Sign in Ink)

_____(Print/Type Name)

Notary Public in and for the State of _____

My Commission expires _____

(NOTARIAL SEAL)

CAPACITY CLAIMED BY SIGNER:

☐ INDIVIDUAL

☐ CORPORATE

Title(s) of Corporate Officer(s): _____

☐ Corporate Seal is affixed

☐ No Corporate Seal procured

☐ PARTNER(s):

☐ Limited Partnership

☐ General Partnership

☐ ATTORNEY-IN-FACT

☐ EXECUTOR(s) or TRUSTEE(s)

☐ GUARDIAN(s) or CONSERVATOR(s)

☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity (ies) or person(s)

BUYER'S APPROVAL

Recommended by: _____ Project Agent _____ (Date)

Approved by: Right of Way Director _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this _____ day of _____, **200**, before me, the undersigned, personally appeared _____, known to me to be a Right of Way Director of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said Right of Way Director acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

(NOTARIAL SEAL)

Notary Public in and for the State of Iowa



Iowa Department of Transportation
DRAINAGE DISTRICT CONSENT AGREEMENT

PARCEL NO. _____ **COUNTY** _____
PROJECT NO. _____ **ROAD NO.** _____

Section/Township/Range: _____

THIS AGREEMENT made and entered into this _____ day of _____, **200**_, by and between _____, hereinafter referred to as the District, and the Iowa Department of Transportation, acting for the State of Iowa, hereinafter referred to as the Department, and in consideration of the mutual covenants and conditions hereinafter expressed, the parties hereto agree as follows:

1. Said Drainage District No. _____ is a legally-established drainage district under the supervision of the _____, as provided in the Code of Iowa.
2. The District crosses Primary Highway No. _____, located as follows:

as shown on the plans for said highway improvement project, and that said highway is under the jurisdiction and supervision of the Department.
3. The Department currently maintains certain bridges, culverts, and structures across the right of way located within the limits of said drainage district so as to provide for vehicular traffic on said highway and also so as to permit the free passage of water in the said drainage district area.
4. The Department desires to install and/or extend structures within the limits of said District as follows:

as shown on the plans for said highway improvement project.
5. The Department agrees to design and pay for the installation of said bridges, culverts, structures, etc., and other construction in connection with said project, and agrees that the design and installation of such improvements will be performed in such a manner so as to cause a minimum of obstruction and impediments to the flow of water in the open ditches of the District.
6. In the event the District determines it is necessary to clean out or make any repair or improvements to the open ditch channel within the highway right of way of the Department, the Department agrees that such clean out, repair, or improvement within the limits of said highway right of way shall be at the expense of the Department, as provided by law.
7. The Department shall have the use of the right of way of the District as a work space in order to properly improve and install the facilities referred to in this highway improvement project and as described herein.
8. In the event there are any tile outlets utilizing any open ditches of the District, located within the area designated herein, that are affected during this project by the construction of the bridges, culverts, structures, etc., the Department agrees to reconnect said tile lines to leave said tile outlets in the same condition as they were before this highway improvement project, all of which tile repair shall be at the expense of the Department.

DISTRIBUTION: TWO COPIES RETURNED TO BUYER (IOWA DOT) -- ONE COPY RETAINED BY SELLER
Page 1 of 2

_____ **DRAINAGE DISTRICT:**

(Mailing Address)

X

X

DRAINAGE DISTRICT'S ACKNOWLEDGMENT

STATE OF IOWA, County of _____, ss:

On this _____ day of _____, **200**, before me, a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, who, being by me duly sworn, did say that they are the _____ of _____; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that said instrument was signed and sealed on behalf of the corporation, by authority of its _____, pursuant to the Resolution adopted by said Board on the _____ day of _____, **200**, and that _____ acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State of Iowa

DEPARTMENT'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this _____ day of _____, **200**, before me, the undersigned, personally appeared Ronald W. Otto, known to me to be Right of Way Director of the Department and who did say that said instrument was signed on behalf of Department by its authority duly recorded in its minutes, and said Right of Way Director acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Department and by it voluntarily executed.

Notary Public in and for the State of Iowa

DEPARTMENT'S APPROVAL

Recommended by: Project Agent (Date)

Approved by: Right of Way Director (Date)



Iowa Department of Transportation

MOBILE HOME TENANT PURCHASE AGREEMENT

PARCEL NO. _____ COUNTY _____

PROJECT NO. _____ ROAD NO. _____

SELLER: _____

THIS AGREEMENT made and entered into this _____ day of _____, **200**, by and between Seller and the Iowa Department of Transportation, acting for the State of Iowa, Buyer.

1. BUYER AGREES to buy and SELLER HEREBY CONVEYS Seller's leasehold interest in the following real estate, hereinafter referred to as the premises, situated in parts of the following:

County of _____, State of Iowa, and more particularly described on Page _____, including the following buildings, improvements and other property:

It is the intent of this agreement to acquire all improvements located upon the premises sought and described herein, including, but not limited to the following:

A _____ mobile home (VIN # _____), along with all heating, cooling, plumbing and electrical systems connected thereto. Also all doors, windows, cabinets, floor coverings and any other fixtures, that if removed would damage the integrity of the structure.

The premises also includes all estates, rights, title and interests and any leasehold, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of: _____

2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer collect.
3. Buyer agrees to pay to SELLER \$ _____ pursuant to the payment terms as shown below:

\$ _____	0.00	payable to _____ on or before _____, 200 ;
\$ _____	0.00	payable to Seller on delivery of Bill of Sale;
\$ _____	0.00	10% payable to Seller on surrender of physical possession or delivery of Certificate of Title, whichever occurs last.
\$ _____	0.00	TOTAL LUMP SUM

4. SELLER AGREES to surrender physical possession of the premises on or before (DATE HERE). Buyer may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as agreement payment.
5. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are:
- _____

6. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
7. 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. 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, Seller agrees to accept the lump sum payment, to endorse the proceeds of any such insurance recovery, and Seller assigns to Buyer any and all of Seller's rights under such insurance agreements.
8. Seller agrees to maintain existing liability insurance for loss or damage to the property or for personal injury arising out of Seller's continued possession or use of the property.

Seller's Insurance Agent and Carrier: _____.

Policy No.: _____ Address: _____.

10. Seller shall protect the premises from damage and shall prevent injury to people. 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 to avoid injury to all occupants, guests, and the general public. 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 Seller's continued possession and use of the property.
11. It is understood and agreed that Seller does not jeopardize any rights to relocation assistance benefits available under the law by signing this agreement.
12. Seller will provide to Buyer a BILL OF SALE for all fixtures and equipment as described herein.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

X _____

X _____

(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, A.D. **200**_, before me, the undersigned, a Notary Public in and for said State, personally appeared _____,

☐ to me personally known
or ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____(Sign in Ink)
_____(Print/Type Name)
Notary Public in and for the State of _____
My Commission expires _____

(NOTARIAL SEAL)

CAPACITY CLAIMED BY SIGNER:

- ☐ INDIVIDUAL
☐ CORPORATE
Title(s) of Corporate Officer(s): _____
☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ PARTNER(s):
☐ Limited Partnership
☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity (ies) or person(s)

BUYER'S APPROVAL

Recommended by: _____ Project Agent _____ (Date) _____

Approved by: Right of Way Director _____ (Date) _____
Ronald W. Otto

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this _____ day of _____, **200**_, before me, the undersigned, personally appeared _____, known to me to be a Right of Way Director of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said Right of Way Director acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

(NOTARIAL SEAL)

Notary Public in and for the State of Iowa



Iowa Department of Transportation

PURCHASE AGREEMENT

PARCEL NO. _____ COUNTY _____
PROJECT NO. _____ ROAD NO. _____
SELLER: _____

THIS AGREEMENT made and entered into this _____ day of _____, **200**, by and between Seller and the Iowa Department of Transportation, acting for the State of Iowa, Buyer.

1a. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following:

County of _____, State of Iowa, and more particularly described on Page _____, including the following buildings, improvements and other property:

All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein

1b. SELLER ALSO AGREES to convey to Buyer all of Seller's rights of direct access from the premises to Highway _____:

excepting and reserving to Seller the right of access at the following locations:

1c. SELLER ALSO GRANTS to Buyer a temporary easement as shown on Right of Way Design Plot Plan attached as Page _____, for the purpose of _____, and as shown on the project plans for said highway improvement. Said Temporary Easement(s) shall terminate upon completion of this highway project.

1d. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising there from. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer collect.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below.

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ _____ 0.00	on conveyance of title	_____
\$ _____ 0.00	on surrender of possession	_____
\$ _____ 0.00	on possession and conveyance	_____
\$ _____ 0.00	TOTAL LUMP SUM	

<u>Breakdown</u>		<u>Ac./Sq.Ft.</u>	
Land by Fee Title	_____	acres	Fence: _____ rods woven
Underlying Fee Title	_____	acres	Fence: _____ rods barbed
Permanent Easement	_____	acres	
Temporary Easement for Borrow	_____	acres	

DISTRIBUTION: TWO COPIES RETURNED TO BUYER (IOWA DOT) -- ONE COPY RETAINED BY SELLER

Page 1 of 3

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except:
(none)
5. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lien holders are:
(none)
6. Buyer may include mortgagees, lien holders, encumbrancers and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the Total Lump Sum, Buyer agrees to pay \$100.00 for the cost of adding title documents required by this transaction to Seller's abstract of title. If requested to do so, SELLER WILL deliver to Iowa Department of Transportation, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010 an abstract of title to the premises. Buyer agrees to pay the cost of abstract continuation. SELLER AGREES to provide such documents as may be required by Iowa Land Title Standards to convey merchantable title to the Buyer. SELLER ALSO AGREES to obtain court approval of this agreement, if requested by Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
7. Buyer agrees that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to Seller. Buyer shall have the right of entry upon Seller's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property or maintaining the same to restrain livestock.
8. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.
9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
10. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
11. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except .

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

X _____

(Mailing Address)

X _____

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, A.D. **200**, before me, the undersigned, a Notary Public in and for said State, personally appeared _____,

☐ to me personally known

or ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____(Sign in Ink)

_____(Print/Type Name)

Notary Public in and for the State of _____

My Commission expires _____

(NOTARIAL SEAL)

CAPACITY CLAIMED BY SIGNER:

☐ INDIVIDUAL

☐ CORPORATE

Title(s) of Corporate Officer(s): _____

☐ Corporate Seal is affixed

☐ No Corporate Seal procured

☐ PARTNER(s):

☐ Limited Partnership

☐ General Partnership

☐ ATTORNEY-IN-FACT

☐ EXECUTOR(s) or TRUSTEE(s)

☐ GUARDIAN(s) or CONSERVATOR(s)

☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity (ies) or person(s)

BUYER'S APPROVAL

Recommended by: _____ Project Agent (Date)

Approved by: Right of Way Director (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this _____ day of _____, **200**, before me, the undersigned, personally appeared _____, known to me to be a Right of Way Director of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said Right of Way Director acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa

(NOTARIAL SEAL)

DISTRIBUTION: TWO COPIES RETURNED TO BUYER (IOWA DOT) -- ONE COPY RETAINED BY SELLER

This page left blank intentionally



Iowa Department of Transportation
TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. _____ COUNTY _____

PROJECT NO. _____ ROAD NO. _____

SELLER: _____

THIS AGREEMENT made and entered into this _____ day of _____, **200**, by and between Seller and the Iowa Department of Transportation, acting for the State of Iowa, Buyer.

1. SELLER GRANTS to Buyer a temporary easement, upon Seller's real estate, hereinafter referred to as the premises, situated in parts of the following:

County of _____, State of Iowa, and more particularly described on Right of Way Design Plot Plan attached as Page _____, for the purpose of _____, and as shown on the project plans for said highway improvement. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon, and the following buildings, improvements and other property:

SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

2. Possession of the premises is the essence of this agreement and SELLER GRANTS immediate possession of the premises.
3. Buyer agrees to pay to SELLER the Total Lump Sum of \$ _____ on or before **60 DAYS AFTER BUYER APPROVAL**. Buyer may include mortgagees, lien holders, encumbrancers and taxing authorities as payees on warrants as agreement payment.
4. SELLER WARRANTS that there are no tenants on the premises holding under lease except:
(none)
5. It is agreed that the right of temporary easement granted by this agreement shall terminate upon the completion of this highway project.
6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to warrant good and sufficient title. Names and addresses of lien holders are:
(none)

DISTRIBUTION: TWO COPIES RETURNED TO BUYER (IOWA DOT) -- ONE COPY RETAINED BY SELLER
Page 1 of 3

7. If this agreement is recorded, in addition to the Total Lump Sum, Buyer agrees to pay **\$100.00** for the cost of adding title documents required by this transaction to Seller's abstract of title. SELLER AGREES to obtain court approval of this agreement, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. Buyer agrees that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to Seller. Buyer shall have the right of entry upon Seller's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property or maintaining the same to restrain livestock.
9. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.
10. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
11. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except .

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

X _____

X _____

(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, A.D. **200**, before me, the undersigned, a Notary Public in and for said State, personally appeared _____.

☐ to me personally known
or ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____(Sign in Ink)
_____(Print/Type Name)

Notary Public in and for the State of _____
My Commission expires _____

(NOTARIAL SEAL)

CAPACITY CLAIMED BY SIGNER:

- ☐ INDIVIDUAL
☐ CORPORATE
Title(s) of Corporate Officer(s): _____
☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ PARTNER(s):
☐ Limited Partnership
☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity (ies) or person(s)

BUYER'S APPROVAL

Recommended by: _____ Project Agent _____ (Date) _____

Approved by: Right of Way Director _____ (Date) _____

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this _____ day of _____, **200**, before me, the undersigned, personally appeared _____, known to me to be a Right of Way Director of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said Right of Way Director acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa

(NOTARIAL SEAL)



Iowa Department of Transportation
TENANT PURCHASE AGREEMENT

PARCEL NO. _____ COUNTY _____
PROJECT NO. _____ ROAD NO. _____
SELLER: _____

THIS AGREEMENT made and entered into this _____ day of _____, **200**, by and between Seller and the Iowa Department of Transportation, acting for the State of Iowa, Buyer.

1a. BUYER AGREES to buy and SELLER HEREBY CONVEYS Seller's leasehold interest in the following real estate, hereinafter referred to as the premises, situated in parts of the following:

County of _____, State of Iowa, and more particularly described on Page _____, including the following buildings, improvements and other property:

All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein

1b. SELLER ALSO AGREES to convey to Buyer as follows all leasehold interest in all rights of direct access from the premises to Highway _____:

_____ excepting and reserving to Seller the right of access at the following locations:

1c. SELLER ALSO GRANTS to Buyer a temporary easement as shown on Right of Way Design Plot Plan attached as Page _____, for the purpose of _____, and as shown on the project plans for said highway improvement. Said Temporary Easement(s) shall terminate upon completion of this highway project.

1d. The premises also includes all estates, rights, title and interests and any leasehold, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising there from. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of: _____

2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer collect.

3. Buyer agrees to pay to SELLER \$ _____ on or before **60 DAYS AFTER BUYER APPROVAL**. SELLER AGREES to surrender physical possession of the premises on or before **SURRENDER OF POSSESSION BY OWNER**. Buyer may include mortgagees, lien holders, encumbrancers and taxing authorities as payees on warrants as agreement payment.

4. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title.

5. Buyer agrees that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to Seller. Buyer shall have the right of entry upon Seller's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property or maintaining the same to restrain livestock.
6. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
7. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except .

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

X _____

(Mailing Address)

X _____

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, A.D. **200**, before me, the undersigned, a Notary Public in and for said State, personally appeared _____,

☐ to me personally known
or ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____(Sign in Ink)
_____(Print/Type Name)
Notary Public in and for the State of _____
My Commission expires _____

(NOTARIAL SEAL)

CAPACITY CLAIMED BY SIGNER:

- ☐ INDIVIDUAL
☐ CORPORATE
Title(s) of Corporate Officer(s): _____

☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ PARTNER(s):
☐ Limited Partnership
☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity (ies) or person(s)

BUYER'S APPROVAL

Recommended by: _____ Project Agent _____ (Date)

Approved by: Right of Way Director _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this _____ day of _____, **200**, before me, the undersigned, personally appeared _____, known to me to be a Right of Way Director of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said Right of Way Director acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa

(NOTARIAL SEAL)

TENANT PURCHASE AGREEMENT

PARCEL NO. _____ **COUNTY** _____
PROJECT NO. _____ **ROAD NO.** _____

SELLER: _____

THIS AGREEMENT made and entered into this _____ day of _____, **2005** by and between Seller and the Iowa Department of Transportation, acting for the State of Iowa, Buyer.

1. For Mutual Benefit Buyer agrees to buy and SELLER HEREBY CONVEYS to Buyer, Seller's leasehold interest in the property, hereinafter referred to as the premises, situated at the following address:

County of _____, State of Iowa, including the following buildings:

All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein

The premises also includes all estates, rights, title and interests and any leasehold, including all easements.

Seller is tenant on the property of: _____

2. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer collect.
3. SELLER AGREES to surrender physical possession of the premises on or before **SURRENDER OF POSSESSION BY OWNER**.
4. 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.
5. Seller discharges Buyer from liability because of this agreement and the construction of this public improvement project.

SELLERS:

_____ Name	_____ Date	_____ Name	_____ Date
----------------------	----------------------	----------------------	----------------------

_____ Name	_____ Date	_____ Name	_____ Date
----------------------	----------------------	----------------------	----------------------

WITNESS:

_____ Name	_____ Date
----------------------	----------------------

BUYER'S APPROVAL:

_____ Right of Way Director	_____ Date
---------------------------------------	----------------------



Iowa Department of Transportation
TOTAL PURCHASE AGREEMENT

Page 1

PARCEL NO. _____ COUNTY _____

PROJECT NO. _____ ROAD NO. _____

SELLER: _____

THIS AGREEMENT made and entered into this _____ day of _____, **200**, by and between Seller and the Iowa Department of Transportation, acting for the State of Iowa, Buyer.

1. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises:

County of _____, State of Iowa, including the following buildings, improvements and other property:

(none)

The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer collect.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below.

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ <u>0.00</u>	on conveyance of title	_____
\$ <u>0.00</u>	on surrender of possession	_____
\$ <u>0.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>0.00</u>	TOTAL LUMP SUM	

<u>Breakdown</u>	<u>Ac./Sq.Ft.</u>
Land by Fee Title	_____ acres
Underlying Fee Title	_____ acres

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except:

(none)

5. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are:
(none)
6. Buyer may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants issued in payment of this agreement. SELLER WILL deliver to Iowa Department of Transportation, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010 an abstract of title to the premises. Buyer agrees to pay the cost of abstract continuation. SELLER AGREES to provide such documents as may be required by Iowa Land Title Standards to convey merchantable title to the Buyer. SELLER ALSO AGREES to obtain court approval of this agreement, if requested by Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
7. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.
8. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
9. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
10. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except .

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

X

X

(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, A.D. **200**, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, ☐ to me personally known

or ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____(Sign in Ink)
_____(Print/Type Name)
Notary Public in and for the State of _____
My Commission expires _____

(NOTARIAL SEAL)

CAPACITY CLAIMED BY SIGNER:

- ☐ INDIVIDUAL
☐ CORPORATE
Title(s) of Corporate Officer(s): _____
☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ PARTNER(s):
☐ Limited Partnership
☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity (ies) or person(s)

BUYER'S APPROVAL

Recommended by: _____ Project Agent (Date) _____

Approved by: Right of Way Director (Date) _____

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this _____ day of _____, **200**, before me, the undersigned, personally appeared _____, known to me to be a Right of Way Director of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said Right of Way Director acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa

(NOTARIAL SEAL)

OFFICE INFORMATION ON CONTRACTS

Breakdown

Project No. _____

Parcel No. _____

The "breakdown" of the attached Agreement is as follows:

1. Land to be acquired by Fee Title:

To the State of Iowa _____ acres/sq. ft. \$ _____

To the City of: _____ acres/sq. ft. \$ _____

To the County of: _____ acres/sq. ft. \$ _____

2. Land to be acquired by Permanent Easement:

To the State of Iowa _____ acres/sq. ft. \$ _____

To the City of: _____ acres/sq. ft. \$ _____

To the County of: _____ acres/sq. ft. \$ _____

3. Total reduction in value resulting from:
temporary easement for borrow and /or
haul road.

_____ acres/sq. ft. \$ _____

4. Total reduction in value resulting from a
temporary easement for detour.

_____ acres/sq. ft. \$ _____

5. Building(s) to be acquired: _____

\$ _____

6. Other improvements to be acquired
including right of way fence:

\$ _____

7. Control of Access

\$ _____

8. Severance damage to remaining property

\$ _____

9. Administrative Damage

\$ _____

10. Tenant Release

\$ _____

Total \$ _____

OFFICE INFORMATION ON CONTRACTS

TOTAL ACQUISITION

Breakdown

Project No. _____

Parcel No. _____

The "breakdown" of the attached Agreement is as follows:

1. Land to be acquired by Fee Title:

To the State of Iowa _____ acres/sq. ft. \$ _____

To the City of: _____ acres/sq. ft. \$ _____

To the County of: _____ acres/sq. ft. \$ _____

2. Land to be acquired by Permanent Easement:

To the State of Iowa _____ acres/sq. ft. \$ _____

To the City of: _____ acres/sq. ft. \$ _____

To the County of: _____ acres/sq. ft. \$ _____

3. Building(s) to be acquired: _____ \$ _____

4. Other improvements to be acquired: \$ _____

.

5. Administrative Settlement \$ _____

6. Tenant Release \$ _____

Total \$ _____

**CERTIFICATION OF NEGOTIATOR
AND PARCEL CHECKSHEET**

COUNTY _____ PROJECT _____ PARCEL NO. _____

OWNER _____ ADDRESS _____

I certify the following information to be correct.

1. The written agreement secured embodies all of the considerations agreed upon between the property owner and myself.
2. The agreement was reached without coercion, promises other than those shown in the agreement, or threats or any kind whatsoever by or to either of us.
3. I have no direct or indirect present or contemplated future personal interest in this parcel or in any benefit from the acquisition of this property.
4. I am aware this parcel may be used in connection with a highway project that is Federally funded.
5. **Good Faith Negotiations:** The Right of Way Agent has made an effort to negotiate in good faith with the Seller(s) to acquire the property. These efforts include: 1) provided the Seller(s) with a copy of the appraisal of the property sought, 2) discussed the basis of determining value, 3) reviewed the project design plans, 4) discussed the contents of the acquisition contract, 5) addressed owner's questions and concerns, 6) provided the owner(s) with a written offer of the fair market value.

FILE CONTAINS THESE ITEMS, IN THIS ORDER:

1 = signed and completed file

2 = file going to condemnation

Front Cover	_____	1	Administrative Settlement Form
Front Cover	_____	1	Owner Contracts w/Breakdown Sheet
Front Cover	_____	1	Tenant Contracts w/Breakdown Sheet
Front Cover	_____	2	Information for Condemnation Form (Attach copies of proposed Owner & Tenant contracts)
Inside Folder	_____	1	Parcel Checksheet
Inside Folder	_____	1 & 2	Written Offer (Owner's) and Revised Offers if necessary
Inside Folder	_____	1 & 2	Written Offer (Tenant's) and Revised Offers if necessary
Inside Folder	_____	1 & 2	Relocation Offers
Inside Folder	_____	1 & 2	Agent's Notes
Inside Folder	_____	1 & 2	Letters & Faxes
Inside Folder	_____	1 & 2	Estimates
Inside Folder	_____	1 & 2	MISCELLANEOUS: Owner's Plans, Appraisals, Drawings, Pictures, etc...
Inside Folder	_____	1 & 2	Approved Request for Design Revision Form
Inside Folder	_____	1 & 2	Plot Plan(s) (Current)
Inside Folder	_____	1 & 2	Land Surveyor's Plat(s) & Descriptions (Current)
Inside Folder	_____	1 & 2	Report of Liens or current Recerts not more than 1 year old
Inside Folder	_____		Excess Land
Inside Folder	_____	1	Abstract
Yes or No	_____		Borrow Agreement in Contract
Yes or No	_____		Salvage Clause for Buildings (Building to removed by Owner)
DESIGNATE:	_____		Number of Tenants _____
	_____		Number of Tenants Signed _____

Certified by _____
Right of Way Agent
_____ (Date)

Approved by _____
Project Agent
_____ (Date)

DAMAGE CLAIM

PARCEL NO. _____

COUNTY _____

PROJECT NO. _____

PRIMARY ROAD NO. _____

This Damage Claim, signed this _____ day of _____, 20_____, by _____, hereinafter referred to as the "Claimant", is hereby accepted for direct payment and/or future reimbursement, by the Iowa Department of Transportation, acting for the State of Iowa, herein after referred to as the "Department".

The request for payment is in accordance with (item No. _____) of the Acquisition Agreement, dated _____, 20_____, a copy of which is attached.

This claim is for damages to Claimant's property situated at the following address, and/or, in parts of the following real estate, identified as follows:
_____, in _____ County, State of Iowa.

The damage(s) being claimed are described as follows:

The following supports this claim:

- () Itemized bills dated _____ from _____.
- () Estimates to be paid in the future upon receipt of itemized bills/statements from the Claimant.
- () Damages reviewed, authorized and approved by the Department, as indicated by the following Departmental signature: _____, dated _____, or, as authorized by the attached memo dated _____ from _____.

Claimant's Certification: I am the Claimant identified above, and I do hereby certify that the previously described damage(s) claimed is (are) reasonable, proper and correct and I have received no part of this claim.

The Department 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.

Claimant: _____

Date: _____, 20_____

Acquisition Agent: _____

Date: _____, 20_____

DESCRIPTION OF PREMISES

<u>From Sta.</u>	<u>To Sta.</u>	<u>Strip width in feet</u>	<u>Side</u>
_____	_____	_____	_____
_____	_____	_____	_____

as measured from the centerline of the proposed highway, as shown on the plans for said highway improvement project.

It is understood and agreed the final conveyance document will show the area of the premises to be conveyed as determined by a Land Surveyor's Plat. Should the Land Surveyor's Plat indicate a slightly greater area to be conveyed than that shown on Page 1 of this contract, then Buyer will adjust the Total Lump Sum of this contract to pay for the additional area. Seller hereby waives any additional payment of less than \$50.00.

Abbreviations:

± means plus or minus

Ex. R/W means Existing Right of Way

INFORMATION FOR CONDEMNATION PROCEEDINGS

COUNTY _____ PROJECT _____ PARCEL NO. _____

Record Owner(s)	Address (Include winter address if Applicable)	Type of Ownership (include dower)	Contacted (yes or no)	Signed (yes or no)

Tenant(s)	Address	Contacted (yes or no)	Signed (yes or no)

Possessory Interests Claimed by	Address	What type?

House in Acquisition? ☐ yes ☐ no ☐ Owner-Occupied ☐ Tenant-Occupied

Occupant of Land Occupant of House

--	--

Use of Property: ☐ business ☐ residential ☐ commercial ☐ agricultural ☐ other (explain)

LAST OFFER \$ _____ Different from appraisal? ☐ yes ☐ no Why? _____ Includes: ☐ ROW ☐ Borrow ☐ Fence ☐ Damages ☐ Access Control ☐ Buildings ☐ Temp. Easement

ASKING \$ _____ Based on: ☐ Owner's Appraisal ☐ Other _____

Reason for Condemnation: ☐ Title ☐ Design ☐ Access ☐ Monetary ☐ Other (explain) _____

Other known information not shown in title documents or file: _____

Attorney or Agent of record (specify if Agent)	Which Owner
Name: _____ Address _____ Phone: _____	

Instructions to Acquisition Secretary

Mail Condemnation Letter & Contract to:

☐ Owner ☐ Owner with cc's to Attorney ☐ Attorney only ☐ Attorney with cc's to Owner

☐ OK to mail condemnation letter now ☐ No condemnation letter required on this parcel

☐ Hold condemnation letter until: _____

RECOMMENDED BY:

APPROVED BY:

Acquisition Agent _____ (date) Chief Acquisition Agent _____ (date)

Project Agent _____ (date)

RECEIVED BY CONDEMNATION SECTION: _____ Condemnation Coordinator _____ (date)

**LANDOWNER'S CONSENT
TO PROPERTY EXAMINATION**

In consideration of the receipt of the sum of \$ _____, I, _____, hereby authorize the Iowa Department of Transportation (DOT) and its consultants the right to enter upon the property located at _____ and to examine the property and buildings and improvements located on the property to make a pre-acquisition civil, archaeological, biological, cultural, environmental and historical site assessment to assist the Iowa DOT to determine the practicability of locating or constructing a highway on the property.

This examination will be coordinated to cause as minimum inconvenience as possible and will proceed promptly to completion. The Landowner hereby authorizes the following subsurface examination and the Iowa DOT will inform the Landowner of the findings of the following subsurface examination:

It is understood and agreed that all artifacts and other cultural materials collected from site _____, on the _____ property, will become property of the State of Iowa so the artifacts can be placed in an institution or other establishment with appropriate curatorial facilities within the State of Iowa in accordance with the Federal Law 36 DFR 79 and the Iowa DOT's agreement with the Iowa State historical Society.

The Iowa DOT assumes no responsibility of the Landowner to report the findings of any subsurface examination to any environmental or other authority. The Iowa DOT shall not incur any liability to remedy any contamination noted by the Iowa DOT as a result of this subsurface examination.

If the property is damaged as a result of this examination, the Iowa DOT will restore the property to its original state.

The Iowa DOT will keep the landowner informed of progress and will notify the Landowner when this examination has been completed.

If you have any questions or concerns about the work being done, please contact the area District Engineer.

Witness:

Date

Landowner/Tenant:

Date



Iowa Department of Transportation

DATE _____

COUNTY _____

PROJECT _____

PARCEL _____

OFFER TO PURCHASE APPRAISAL WAIVER VALUATION

OWNER _____

ADDRESS _____

Pursuant to Federal and State regulations, the Iowa Department of Transportation (Iowa DOT) presents to you the pamphlet Highways and Your Land and submits an offer of \$_____, which represents just compensation of the right of way needed from your property. **You will not be required to move from your dwelling or to move your business, farm, non-profit organization, or personal property any sooner than _____, which is at least 90 days from the date of this notice.**

Fence:

By _____

Acquisition Agent
Office of Right of Way
800 Lincoln Way
Ames, IA 50010
Telephone: (515)239-1135
Fax: (515)239-1247



Iowa Department of Transportation

DATE _____

COUNTY _____

PROJECT _____

PARCEL _____

OFFER TO PURCHASE AND NOTICE OF EARLIEST MOVE DATE

OWNER _____

ADDRESS _____

Pursuant to Federal and State regulations, the Iowa Department of Transportation (Iowa DOT) presents to you the pamphlet Highways and Your Land and submits an offer of \$ _____, which represents the approved appraisal of the right of way needed from your property.

You will not be required to move from your dwelling or to move your business, farm, non-profit organization, or personal property sooner than 90 days from the date of this notice. If you must move from your dwelling, this notice is based on a potential replacement property being currently available to you. If no property is shown on the accompanying "Offer of Relocation Assistance," **you will not have to move any sooner than _____, which is at least 90 days after information on a currently available property is provided to you.**

If you must move, or move your personal property from your property, you will receive a written notice at least 30 days prior to the specific date by when you must move. The 30-day written notice will not be issued until you have received payment from the State as agreed or until the money has been deposited by the State as prescribed by law.

You and the Iowa DOT may agree to a date by when you will move which varies from the possible dates discussed in the previous paragraphs. If such an agreement is reached, it will be specified in the contract that you sign with the Iowa DOT, and your agreement will constitute a waiver of the provisions of this notice.

Fence:

By _____
Acquisition Agent
Office of Right of Way
800 Lincoln Way
Ames, IA 50010
Telephone: (515)239-1135
Fax: (515)239-1247



Iowa Department of Transportation

DATE _____

COUNTY _____

PROJECT _____

PARCEL _____

REVISED OFFER TO PURCHASE

OWNER _____

ADDRESS _____

Pursuant to Federal and State regulations, the Iowa Department of Transportation presents to you a revised offer of \$_____. This offer supersedes the previous offer made on _____ but does not affect the 90-day written notice presented with that offer.

By _____

Acquisition Agent
Office of Right of Way
800 Lincoln Way
Ames, IA 50010
Telephone: (515)239-1135
Fax: (515)239-1247



Iowa Department of Transportation

DATE _____

COUNTY _____

PROJECT _____

PARCEL _____

**TENANT/LESSEE
OFFER TO PURCHASE
AND NOTICE OF EARLIEST MOVE DATE**

TENANT/LESSEE _____

ADDRESS _____

Pursuant to Federal and State regulations, the Iowa Department of Transportation (Iowa DOT) presents to you the pamphlet Highways and Your Land and submits an offer of \$_____, which represents just compensation for your tenant/lessee interest in the subject property.

You will not be required to move from your dwelling or move your business, farm, non-profit organization, or personal property any sooner than _____, which is at least ninety (90) days from this notice.

If you must move from your dwelling, this notice is based on a potential replacement property being currently available to you. If no "Offer of Relocation Assistance" accompanies this "Offer to Purchase", you will not have to move earlier than 90 days after information on a currently available property is provided to you.

If you must move, or move your personal property from your property, you will receive a written notice at least 30 days prior to the specific date by when you must move. The 30-day written notice will not be issued until you have received payment from the State as agreed in the contract or until the money has been deposited by the State as prescribed by law.

You and the Iowa DOT may agree to a date by when you will move which varies from the possible dates discussed in the previous paragraphs. If such an agreement is reached, it will be specified in the contract that you sign with the Iowa DOT, and your agreement will constitute a waiver of the provisions of this notice.

By _____

Acquisition Agent
Office of Right of Way
800 Lincoln Way
Ames, IA 50010
Telephone: (515)239-1135
Fax: (515)239-1247



Iowa Department of Transportation

RECEIPT FOR ABSTRACT OF TITLE

DATE: _____

COUNTY _____

PROJECT _____

PARCEL NO. _____

Received of _____

abstract of title for the following described property:

Abstract Location

Title and Closing Section
Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010-6993
(Telephone: 515-239-1754)

Right of Way Agent
Office of Right of Way
800 Lincoln Way
Ames, IA 50010

**OFFICE OF RIGHT OF WAY
ACQUISITION
RECORD OF CONTACTS**

CONTACT NO. _____

County _____ Project _____ Parcel _____

Name _____ Phone No. _____

Address _____ Zip Code _____

Residential ☐ Business ☐ Farm ☐ Non-Profit ☐

Owner ☐ Tenant ☐ Personal Contact ☐ Phone Contact ☐

Persons Present _____

Date "101" mailed _____ OFFER \$ _____ ASKED \$ _____

Discussion (and your recommendations)

Signed _____ Date _____



Iowa Department of Transportation

OFFICE of RIGHT OF WAY REQUEST FOR R.O.W. REVISION

Date _____ Project Number _____

Parcel Number _____ County _____

Ownership _____

Revision requested by: _____

Reason for revision:

Approved by: _____

ROW Design Supervisor

Date _____

Approved by: _____

ROW Director / Manager ROW Operations

Date _____

Approved by: _____

Access Supervisor

Date _____

Approved by: _____

District Engineer

Date _____

Revision made by: _____

ROW Design Technician

Date _____

BORROW AGREEMENT

SURFACE BORROW – TOPSOIL WILL NOT BE REPLACED

In consideration of this Agreement, the provisions of this borrow agreement and the Total Lump Sum payment shown on Page 1, 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 Borrow area being granted.

The Resident Construction Engineer will release said Temporary Easement by recording a Release of Temporary Easement not later than one year after the grading, paving, shouldering, and erosion control have been completed on this project. Buyer will provide Seller with a copy of said Release after recording.

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

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

BORROW AGREEMENT

SURFACE BORROW – TOPSOIL WILL BE REPLACED

In consideration of this Agreement, the provisions of this borrow agreement and the Total Lump Sum payment shown on Page 1, 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 Borrow area being granted.

The Resident Construction Engineer will release said Temporary Easement by recording a Release of Temporary Easement not later than one year after the grading, paving, shouldering, and erosion control have been completed on this project. Buyer will provide Seller with a copy of said Release after recording.

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

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

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

BORROW AGREEMENT

POND BORROW

In consideration of this Agreement, the provisions of this borrow agreement and the Total Lump Sum payment shown on Page 1, 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 Borrow area being granted.

The Resident Construction Engineer will release said Temporary Easement by recording a Release of Temporary Easement not later than one year after the grading, paving, shouldering, and erosion control have been completed on this project. Buyer will provide Seller with a copy of said Release after recording.

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

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

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