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# APPENDIX

“A”

# GENERAL FORMS

RIGHT OF WAY OFFICE  
 MITIGATION/EXCESS  
 LAND DETERMINATION

Appendix A, Exhibit No. 1

ID NO. \_\_\_\_\_

PARCEL NO. \_\_\_\_\_

ACQUIRED FROM \_\_\_\_\_

SECTION: \_\_\_\_\_ T \_\_\_\_\_ N-R \_\_\_\_\_ W SCALE: 1" = \_\_\_\_\_

COUNTY: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

FORMULA EVALUATION	TOTAL ACQUISITION		ROW ACQUISITION		BORROW/MITIGATION		EXCESS LAND ACQUISITION	
	AREA	VALUE	AREA	VALUE	AREA	VALUE	AREA	VALUE
LAND		\$		\$		\$		\$
IMPROVEMENTS	■■■■■	\$	■■■■■	\$	■■■■■	\$	■■■■■	\$
TOTAL		\$		\$		\$		\$

FILLED IN BY \_\_\_\_\_ DATE \_\_\_\_\_, 20\_\_\_\_

C: PROPERTY MANAGEMENT  
 WETLANDS UNIT  
 T. GETTINGS  
 V. GOETHALS (ORIG.)

**IOWA DEPARTMENT OF TRANSPORTATION**

TO OFFICE: Contracts DATE: \_\_\_\_\_  
 ATTENTION \_\_\_\_\_ COUNTY: \_\_\_\_\_  
 FROM: \_\_\_\_\_ ROW PROJECT NO: \_\_\_\_\_  
 OFFICE: Property Management PARCEL NO: \_\_\_\_\_  
 SUBJECT: **PARCEL INSPECTION** POSSESSION DATE: \_\_\_\_\_  
**REMOVAL OF IMPROVEMENTS** FORMER OWNER: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_

The above referenced property was inspected to determine the feasibility to demolish, sell, or rent such property. The inspection also addressed pest or rodent control, property maintenance requirements, and hazardous waste concerns. A pest and rodent inspection was completed on this date.

ITEM (approx. size)	FOUNDATION	PREVIOUS USE	DEMOLISH, SELL, RENT

Approximate location of parcel See address above

Comments \_\_\_\_\_

Location of well (if known)  N/A \_\_\_\_\_

Location of septic system (if known)  N/A \_\_\_\_\_

Utilities have been notified. Yes  No  N/A

There may be miscellaneous junk, debris, concrete and/or fencing located on this parcel.

Extermination of pest or rodent required? Yes  No

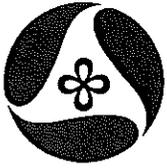
Buildings to be boarded or secured? Yes  No

Tanks were secure upon possession? Yes  No  N/A

By copy of this memo we are also requesting an asbestos inspection.

\_\_\_\_\_/lk  
 cc: \_\_\_\_\_, District \_\_\_\_\_ Engineer  
 \_\_\_\_\_, District \_\_\_\_\_ Construction Engr.  
 \_\_\_\_\_ RCE.

Dave Widick, ROW Design  
 Brad Azeltine, Office of Location and Environment  
 Judy McDonald, Office of Location and Environment  
 Parcel File



# Iowa Department of Transportation

Appendix A, Exhibit No. 3

Date \_\_\_\_\_

County \_\_\_\_\_  
Project No.: \_\_\_\_\_  
Parcel No.: \_\_\_\_\_  
Sale No.: \_\_\_\_\_

## TYPE III ACTION PLAN

The disposal of this property has been handled in accordance with the current Property Management Manual. After completion of the internal review process, we have established that the disposal of this parcel is an action addressed in the Iowa Programmatic Categorical Exclusion Action and is a categorical exclusion (Type III Action Plan).

\_\_\_\_\_  
Date  
Property Manager

APPROVED:

\_\_\_\_\_  
Date  
Chief Property Manager

# APPENDIX

“B”

LEASE  
FORMS



Iowa Department of Transportation

OFFICE OF RIGHT OF WAY
AMES, IOWA 50010
RESIDENTIAL LEASE

Parcel No.
Project No.

County
Lease No.

The Iowa Department of Transportation, acting for the State of Iowa, Lessor, in consideration of the agreements, below set forth, on the part of Lessee, hereby leases to said Lessee from the day of 20, to the day of 20, and on a month to month basis thereafter, the following described premises, to wit:

The above-described premise is leased to said Lessee in consideration of the following terms, provisions, and conditions:

- 1. Lessee agrees to pay Lessor rental for said term as follows: \$ on the day of 20, and \$ on the 1st day of each month thereafter during the term of this lease, plus seven percent (%) interest on delinquent rentals, computed from due date to the time of actual payment, to be mailed to the Cashier, Accounting Office, Iowa Department of Transportation, Ames, Iowa 50010.

Rent shall be paid in advance and no refund shall be made except as herein provided.

Payment shall be made in the form of a Check or Money Order made payable to the Iowa Department of Transportation. CASH WILL NOT BE ACCEPTED.

- 2. Lessee agrees to use said premises only for residential purposes.
3. Occupancy under this lease shall be limited to the following named persons except for the occasional visitors whose visits shall be no longer than 14 days in length.
4. Lessee has inspected the property and fixtures and acknowledges that they are in a reasonable and acceptable condition of habitability for their intended use, and that the rent agreed upon is fair and reasonable in this community for premises in their condition. In the event that the condition changes so that, in the Lessee's opinion, the habitability and rental value of the premises are affected, then Lessee shall promptly give reasonable notice to Lessor. The Lessor assumes no obligation to make changes, alterations or additions except as otherwise herein provided.
5. Lessee shall not sell, transfer or assign this lease or underlet said premises or any portion thereof without prior written consent of Lessor.
6. Lessee shall comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety and conduct oneself in a manner that will not disturb a neighbor's peaceful enjoyment of their premises. Keep premises including the plumbing fixtures as clean as their condition permits. Use in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances. Not deliberately or negligently destroy, deface, damage, impair, or remove a part of the premises or knowingly permit a person to do so. No additions, alterations, or improvements shall be made by the Lessee without the prior written consent of the Lessor. Dispose of all ashes, rubbish, garbage and other waste in a clean and safe manner except for multi-family units where receptacles and removal will be provided.
7. Lessee agrees to surrender possession of said premises at the expiration of this lease without further Notice to Quit and in as good repair and condition as the same are now in or may hereinafter be placed, unavoidable wear through careful use or damage by fire or the elements caused without any fault on Lessee's part excepted.
8. Any provisions contained within or attached to this agreement are, by this reference, made a part of this lease.

9. Lessee agrees to pay all public utility services used including city sewage and/or disposal service.
10. The Lessee shall be liable for any damage or injury to their person or any of their property caused by any negligence of Lessee or members of their family, employees, agents or associates which may arise out of or in connection with the use and occupancy of the premises.
11. Lessee represents that Lessee is of good character and is not engaged in any illegal business, the untruth of which shall be grounds for terminating this lease, as shall also be intoxication or engaging in or permitting any unlawful business whatsoever on said premises.
12. Lessee shall comply with all lawful regulations, restrictions, ordinances and laws applicable to the proper use and occupancy of said premises; and not to allow ashes or trash of any kind to accumulate on the premises and all alleys adjacent thereto and to remove the same from said premises, to remove snow and other obstructions from the sidewalks and to keep same, including ground, in as good condition as when received or thereafter put by Lessor.
13. If for any reason Lessor desires to terminate this lease, Lessee agrees to vacate and this lease shall terminate on Lessee receiving 30 days written Notice to Quit and Lessee to surrender possession of the premises on the day that Lessee is required to do so by the terms of the notice.
14. That Lessor, its agents, or workmen may temporarily enter premises to inspect the same, or to show the property to persons interested in leasing or purchasing the premises, or any part thereof.
15. Lessor or its agent may place "For Rent" or "For Sale" signs on the premises at any time or any place.
16. Should said Lessee hold over by permission of Lessor for three (3) days after expiration of this lease, it is agreed by all parties signing the same that it shall be a tenancy at will on a thirty (30) day terms.
17. In addition to Lessor's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Lessee fails to pay the rent within three (3) days after notice by Lessor of nonpayment and the Lessor's intention to terminate the lease if the rent is not paid within that period of time, the Lessor may terminate this lease by giving Lessee a three (3) day Notice to Quit.
18. If during the term of this lease, the dwelling or premises is damaged or destroyed by fire, the elements, or any natural causes, and the Lessor elects not to repair said damage or destruction, then this lease shall cease and become null and void from the date of said damage or destruction. The Lessee shall in that case immediately vacate and surrender said dwelling and premises to the Lessor.  
  
In that event the Lessor shall return to the Lessee all prepaid rent, apportioned as of the date of the casualty, and any damage deposit which is being held by the Lessor and which is recoverable by the Lessee under the terms of this lease.
19. Lessee shall have the right to install and remove television antenna on said premises and shall be liable for any and all damage occasioned thereby.
20. During the term this lease, Lessor may enter upon the premises for the purpose of drilling test holes or making surveys or to accommodate utility relocation.
21. This lease may be terminated by Lessee on thirty (30) days written Notice.
22. It is specifically understood and Lessee hereby agrees that the premises, or any part thereof shall at no time or under any circumstances be used for, or devoted to political purposes or the conduct of political activities, including, but not limited to: meetings, rallies, caucuses, administration, distribution of literature which related to or bears upon the action of any political organization, unit or party.
23. Lessee warrants that Lessee is not employed either by the Iowa Department of Transportation or by the Federal Highway Administration and that this lease has not been obtained by the agreement to pay any fee, commission, percentage, gift or any other consideration to any person, and that no employee of the Iowa Department of Transportation or of the Federal Highway Administration shall be admitted to any share or part of this lease or to any benefit to arise therefrom.

24. All expenses incurred by Lessee for moving Lessee, Lessee's family and Lessee's personal property from the premises, upon expiration of this lease, shall be Lessee's responsibility, EXCEPT those tenants that were in possession of the premises and eligible for Relocation Benefits at the time the State acquired title to property.
25. The undersigned property manager is authorized to manage the premises covered by this lease and to accept service of process and to receive notices and demands in connection herewith.
26. Damage Deposit of \$\_\_\_\_\_ will be held in escrow and will be returned upon final inspection and approval of the property when the lease is terminated. If, however, the Lessee has defaulted in the payment of any rent due or owes other funds to the Lessor pursuant to the rental agreement at the time of lease termination, that portion of the rental deposit that is needed to remedy said default or debt will be withheld by the Lessor.
27. Tenant shall not keep any animals on the premises.

BY: \_\_\_\_\_  
Lessee Date

Telephone No. \_\_\_\_\_

\_\_\_\_\_  
(SSN) Social Security Number  
or Federal Tax ID

**APPROVAL RECOMMENDED:**

**APPROVED**  
**IOWA DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_  
Date

Property Manager  
Telephone No. 515-239-\_\_\_\_\_

BY: \_\_\_\_\_  
Douglas C. Bates, Chief Property Manager Date  
Right of Way Office

APPENDIX A

ATTACHMENT TO LEASE

The Lessee, for itself, Lessee's personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with a land that:

- (1) In the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services of benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- (2) No person on the ground of race, color, sex, age, disability, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- (3) That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, disability, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- (4) That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the State of Iowa shall have the right to terminate the lease and to re-enter and repossess said land the facilities thereon, and hold the same as if said lease had never been made or issued.



## Iowa Department of Transportation

OFFICE OF RIGHT OF WAY  
 AMES, IOWA 50010  
 COMMERCIAL LEASE

Parcel No. \_\_\_\_\_  
 Project No. \_\_\_\_\_

County \_\_\_\_\_  
 Lease No. \_\_\_\_\_

The Iowa Department of Transportation, acting for the State of Iowa, Lessor, hereby agrees to lease to \_\_\_\_\_, Lessee, from the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, to the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and on a month to month basis beginning on the \_\_\_\_ day of \_\_\_\_\_, the following described premises, to-wit:

The above-described premise is leased to said Lessee in consideration of the following terms, provisions, and conditions:

1. Lessee agrees to pay Lessor rental for said term as follows: \$\_\_\_\_\_ on \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and \$\_\_\_\_\_ on the 1st day of each month thereafter during the term of this lease to be mailed to the **Cashier, Accounting Office, Iowa Department of Transportation, Ames, Iowa 50010.**

**Rent shall be paid in advance and no refund shall be made for any cause.**

**Payment shall be made in the form of a Check or Money Order made payable to the Iowa Department of Transportation. CASH WILL NOT BE ACCEPTED.**

2. Lessee agrees to use said premises only for \_\_\_\_\_.
3. It is understood and agreed that the Lessee will not allow the release or disposal of any fuel, oil, grease and any and all other petroleum products or other hazardous materials or substances within the leased area or on any adjacent lands. It is also agreed that the Lessee will not change oil, wash any vehicles or perform any automotive maintenance on these premises.

If any petroleum products and/or chemicals should accidentally be released upon the leased premises or adjacent land, the Lessee agrees to immediately clean up and remove said petroleum products or chemicals to the satisfaction of the Iowa Department of Transportation and the Department of Natural Resources.

4. Parking vehicles used for the storage of fuel, hazardous materials or substances is prohibited.
5. Lessee acknowledges that Lessee has inspected and knows the condition of the property and the same hereby leased without any representation or warranty by the Lessor whatsoever, and without obligation on the part of the Lessor to make any changes, alterations, repairs, or additions thereto, except as otherwise herein provided.
6. Lessee agrees not to sell, transfer or assign this lease or underlet said premises or any portion thereof without prior written consent of Lessor.
7. Any provisions contained within or attached to this agreement are, by this reference, made a part of this lease.
8. Lessee shall not to permit or allow the premises to be damaged, or depreciated in value by any act of negligence by Lessee or Lessee's employees, agents, associates or others under Lessee's control or direction; to at once repair or replace any part of the premises or fixtures or appliances therein broken, damaged, frozen, clogged or destroyed and to prevent the freezing of pipes. No alterations, additions or improvements shall be made by the Lessee in or upon said premises without the prior written consent of Lessor, and when made by the same shall not be made upon credit, and Lessor and said property shall in no manner be held liable for same. Lessee agrees to use due care and diligence in guarding said property and in using the same, as a reasonable and careful person does their own.
9. Lessee agrees to surrender possession of said premises at the expiration of this lease without further Notice to Quit and in as good repair and condition as the same are now in or may hereinafter be placed, unavoidable wear through careful use or damage by fire or the elements caused without any fault on Lessee's part.

10. Lessee shall pay all public utility services used including city sewage and/or disposal service.
11. The Lessor shall not be liable for damages or injury to Lessee or Lessee's employees, agents or associates or any of their property from any cause whatsoever which may arise out of or in connection with the use and occupancy of the premises by any such persons or their property.
12. Lessee represents that Lessee is of good character and is not engaged in any illegal business, the untruth of which shall be grounds for terminating this lease, as shall also be intoxication or engaging in or permitting any unlawful business whatsoever on said premises.
13. Lessee shall comply with all lawful regulations, restrictions, ordinances and laws applicable to the proper use and occupancy of said premises; and not to allow ashes, trash, garbage or junk of any kind to accumulate on the premises or the alley in rear thereof and to remove the same from said premises, to remove snow and other obstructions from the sidewalks and to keep same, including ground, in as good condition as when received or thereafter put by Lessor.
14. If for any reason Lessor desires to terminate this lease, Lessee agrees to vacate and this lease shall terminate on Lessee receiving 30 days written Notice to Quit and Lessee to surrender possession of the premises on the day that Lessee is required to do so by the terms of the notice.
15. That Lessor, Lessor's agents, or workmen may temporarily enter premises to inspect the same, or to show the property to persons interested in leasing or purchasing the premises, or any part thereof.
16. Lessor or Lessor's agent may place "For Rent" or "For Sale" signs on the premises at any time or at any place.
17. Should Lessee hold over by permission of Lessor for three (3) days after expiration of this lease, it is agreed by all parties signing the same that it shall be a tenancy at will on a thirty (30) day term.
18. Any failure on Lessee's part to comply with any of the terms or conditions of this lease shall make the whole amount of rent for said term due, and Lessor may proceed to collect the same, or Lessor may elect to declare a forfeiture of this lease and all of Lessee's rights thereunder by issuing a written Notice of Forfeiture designating the date on which said lease shall be forfeited, canceled and terminated; and the acceptance of partial payments of rent due shall not constitute a waiver of the right of action for balance due, aided by attachment, garnishment, ejectment, or action for forcible entry and detainer for possession on account of the unpaid balance of rent for the month for which part payment was made, or on account of other legal causes.
19. If, during the term of this lease, the building or premises are destroyed by fire, the elements, or any natural cause, or become partially destroyed, so as to render the premises wholly or materially unfit for occupancy, then this lease shall cease and become null and void from the date of such damage or destruction, and then said Lessee shall immediately surrender said premises and/or interest therein to said Lessor. If said premises shall be so slightly damaged by fire, the elements or natural causes so as not to render the same unfit for occupancy in the opinion of the Lessor, then the rent accrued or accruing shall not cease, provided, however, that said Lessor will repair the damage and restore the premises with all reasonable dispatch.
20. Lessor may enter upon the premises for the purpose of drilling test holes or making surveys during the term of this lease, or to accommodate utility relocation.
21. This lease may be terminated by Lessee on 30 days written Notice.
22. It is specifically understood and Lessee hereby agrees that the premises, or any part thereof shall at no time or under any circumstances be used for, or devoted to political purposes or the conduct of political activities, including, but not limited to: meetings, rallies, caucuses, administration, distribution of literature which related to or bears upon the action of any political organization, unit or party.
23. Lessee warrants that Lessee is not employed either by the Iowa Department of Transportation or by the Federal Highway Administration and that this lease has not been obtained by the agreement to pay any fee, commission, percentage, gift or any other consideration to any person, and that no employee of the Iowa Department of Transportation or of the Federal Highway Administration shall be admitted to any share or part of this lease or to any benefit to arise therefrom.

Prepared by: \_\_\_\_\_, Iowa Department of Transportation, Right of Way Office, 800 Lincoln Way, Ames, Iowa 50010 515-239-

Form No. 636-019  
Revised 5/11/01

24. All expenses incurred by Lessee for moving itself, Lessee's inventory and other personal property from the premises, upon expiration of this lease, shall be Lessee's responsibility, EXCEPT those tenants that were in possession of the premises at the time the State acquired title to property.
25. Damage Deposit of \$\_\_\_\_\_ will be held in escrow and will be returned upon inspection and approval of the property when the lease is terminated. If, however, the Lessee has defaulted in the payment of any rent due or owes other funds to the Lessor pursuant to the rental agreement at the time of lease termination, that portion of the rental deposit that is needed to remedy said default or debt will be withheld by the Lessor.
26. The Lessee will protect, indemnify and save harmless the Lessor from any and all claims, demands, judgement, loss, cost or expense for injury to or death of persons, damage to the property and improvements thereon and damage to the property of any person whomsoever (including employees and representatives of both parties hereto) in any manner arising from the use of the premises by the Lessee without regard to whether any acts or omissions of the Lessor or its agents or servants contributed to said damage.

The Lessee shall furnish the State with an appropriate certificate or copy of a current liability insurance policy in the minimum amount \$1,000,000.00 which must be in effect during the entire term of the lease as stated above. Said policy must specifically include the leased premises and must also include the Lessor as an additional insured party and must meet with the satisfaction of the Lessor. If the Lessee fails to furnish proof of insurance promptly after taking possession of the premises or fails to maintain such insurance during the entire term of this lease, such failure shall be cause for forfeiture, cancellation and termination of this lease.

BY: \_\_\_\_\_  
Lessee Date

Telephone No. \_\_\_\_\_

\_\_\_\_\_  
(SSN) Social Security Number or  
Federal Tax I.D.

**APPROVAL RECOMMENDED:**

**APPROVED**  
**IOWA DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_  
Date

Property Manager  
Telephone No. 515-239-\_\_\_\_\_

BY: \_\_\_\_\_  
Douglas C. Bates, Chief Property Manager Date  
Right of Way Office

APPENDIX A

ATTACHMENT TO LEASE

The Lessee, for itself, Lessee's personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with a land that:

- (1) In the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services of benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- (2) No person on the ground of race, color, sex, age, disability, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- (3) That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, disability, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- (4) That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the State of Iowa shall have the right to terminate the lease and to re-enter and repossess said land the facilities thereon, and hold the same as if said lease had never been made or issued.



Iowa Department of Transportation

OFFICE OF RIGHT OF WAY
AMBS, IOWA 50010
FARM LEASE

Parcel No.
Project No.

County
Lease No.

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_, 20\_\_\_, by and between the IOWA DEPARTMENT OF TRANSPORTATION, acting for the STATE OF IOWA (hereinafter called Lessor), and \_\_\_ of \_\_\_ (hereinafter called Lessee), WITNESSETH:

That the Lessor does hereby lease unto the Lessee the following described premises, to-wit:

together with all buildings and improvements on the same, from the 1st day of \_\_\_, 20\_\_\_, through 28th day of February, 2003, including both days, subject to the following terms, conditions and covenants:

- 1. Lessee's use of the above described premises under this lease shall be limited to \_\_\_ purposes only, and Lessee agrees to pay Lessor as rent therefor the sum of \$\_\_\_, in accordance with the following:
A. All leases for less than \$5,000 shall be paid in full in advance. Checks or Money Orders shall be made payable to the Iowa Department of Transportation, and must be received by Lessor prior to execution of the lease by the Lessor.
B. Leases for \$5,000 or more may be paid in two (2) equal installments: fifty percent (50%) in advance and prior to execution of the lease by Lessor, and fifty percent (50%) no later than the 1st day of November of the period covered in the lease.
2. Lessor shall notify Lessee, on or before the 1st day of September prior to the expiration of this lease, or any extension thereof, of the availability of an extension to the lease by issuing a "Lease Renewal Notice". Lessee shall notify the Lessor of Lessee's intent to renew said lease by returning the "Lease Renewal Notice" to Lessor together with Lessee's check or money order for the amount due in accordance with the terms provided thereon.
3. If for any reason Lessor desires to cancel this lease, a 30 day written notice will be given to the Lessee. Upon receipt by the Lessee of such notice, the right or option of the Lessee to renew or extend the lease pursuant to the terms of Paragraph 2 hereof shall be canceled and terminated. Lessor agrees to reimburse Lessee for the rent paid and for Lessee's preparation costs incurred prior to the maturity of the crop. If the crop is mature and still standing, at the time the lease is canceled, the Lessor will pay the Lessee the fair market value of the mature standing crop. In that case, rent will not be reimbursed.

If the land leased is used for pasture purposes only, the Lessor will prorate the rent and reimburse the Lessee for rent paid on the remainder of the lease term.

- 4. Any provisions contained within or attached to this agreement are, by this reference, made a part of this lease.

5. Lessee covenants and agrees that Lessee will, during the period of this lease, including all extensions thereof, occupy and use said premises as a farm and for no other purpose whatsoever, and that Lessee will not use said premises or permit the same to be used for any unlawful business or purpose; that Lessee will not sell, assign, sublet or relinquish the premises, without the prior written consent of the Lessor, and that Lessee will cultivate said land in good and husbandlike manner. Lessee further agrees to mow or spray the leased premises to prevent the spread of noxious weeds, and any seed bed preparation done by Lessee prior to receiving a "Lease Renewal Notice"; shall be at Lessee's own risk.
6. It is understood and agreed that the Lessee will, at the termination of this lease, restore the leased premises to a condition substantially similar to the condition which it was in at the beginning of this lease. The Lessee further agrees to reseed all disturbed areas of the leased premises. The Lessee agrees that all restoration and reseedling work will be done to the satisfaction of the Iowa Department of Transportation and all at Lessee's expense.  
  
In the event Lessee fails to leave the premises in the same or better condition that it was on \_\_\_\_\_, Lessee shall be responsible for all cost incurred by Lessor to recondition the parcel to its condition prior to leasing date.
7. The Lessee shall, at Lessee's own expense, construct and maintain any fencing necessary for utilization of the land, and if any livestock is grazed or pastured on the land being leased, the fence must be of a type and quality sufficient to restrain livestock. Lessee agrees to remove any fencing, erected by Lessee prior to the termination of this lease.
8. It is specifically understood and Lessee hereby agrees that the premises, or any part thereof, shall at no time or under any circumstances be used for or devoted to, political purposes or the conduct of political activities, including, but not limited to: meetings, rallies, caucuses, distribution of literature, which relates to or bears upon the action of any political organization, unit, or party.
9. The Lessor reserves the right to enter upon that portion of the leased area for any reason. In the event growing crops are destroyed, as a result of this entry, the area disturbed within the leased area will be measured by the Resident Construction Engineer. Lessee shall be reimbursed for any growing crops that are damaged.
10. It is specifically understood that no access will be permitted between the leased premises and the abutting highway from Station \_\_\_\_\_ to Station \_\_\_\_\_.
11. The Lessee, upon failing to comply with the terms and conditions of this lease and any extensions thereof, shall, upon request from the Lessor, immediately vacate and surrender possession of the leased premises.
12. Lessee warrants that Lessee is not employed by the Iowa Department of Transportation or by the Federal Highway Administration and that this lease has not been obtained by the agreement to pay any fee, commission, percentage, gift or any other consideration to any person; and that no employee of the Iowa Department of Transportation or of the Federal Highway Administration shall be admitted to any share or part of this lease or to any benefit to arise therefrom.

BY: \_\_\_\_\_  
Lessee Date

Telephone No. \_\_\_\_\_

\_\_\_\_\_  
(SSN) Social Security Number or  
Federal Tax I.D.

**APPROVAL RECOMMENDED:**

**APPROVED**  
**IOWA DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_  
Date  
Property Manager  
Telephone No. 515-239-\_\_\_\_\_

BY: \_\_\_\_\_  
Douglas C. Bates, Chief Property Manager Date  
Right of Way Office

APPENDIX A

ATTACHMENT TO LEASE

The Lessee, for itself, Lessee's personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with a land that:

- (1) In the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services of benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- (2) No person on the ground of race, color, sex, age, disability, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- (3) That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, disability, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- (4) That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the State of Iowa shall have the right to terminate the lease and to re-enter and repossess said land the facilities thereon, and hold the same as if said lease had never been made or issued.



Iowa Department of Transportation

OFFICE OF RIGHT OF WAY
AMES, IOWA 50010
RIGHT OF WAY LEASE

Parcel No.
Project No.

County
Lease No.

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_, 20\_\_\_, by and between the Iowa Department of Transportation, acting for the State of Iowa (hereinafter called "Lessor") and \_\_\_, of \_\_\_, County of \_\_\_, State of Iowa, (hereinafter called "Lessee"), WITNESSETH:

Section 1. The Lessor, for and in consideration of MUTUAL BENEFIT and the covenants and agreements herein contained, hereby leases to the Lessee for \_\_\_ PURPOSES ONLY, all that part of the present right of way along the \_\_\_ side of Primary Road No. U.S. \_\_\_, from Station \_\_\_ to Station \_\_\_, located \_\_\_ in Section \_\_\_, Township \_\_\_, Range \_\_\_, as shown in cross hatch on the plat hereto attached.

Section 2. If any livestock is grazed or pastured on the land being leased, the Lessee must construct and maintain at Lessee's own expense fencing of a type or quality sufficient to restrain the livestock. The Lessee agrees to remove any improvements, including fencing erected by Lessee upon the leased premises and to vacate and surrender quiet and peaceable possession of said premises upon thirty (30) days written notice.

Section 3. The Lessor reserves the right to enter upon that portion of the leased area for any reason (highway construction or maintenance, utility relocation, to erect and maintain snow fence, or any other highway related purpose). It is further agreed that Lessee shall not be entitled to any compensation as a result thereof.

Section 4. It is further agreed that the Lessee shall not assign or sublet any part of the leased premises except with the prior written consent of the Lessor and that, if in the opinion of the Iowa Department of Transportation, the Lessee abandons the property or fails to keep each and every condition of this lease, the rights of the Lessee shall cease and the Lessor may take immediate possession of the premises.

Section 5. If for any reason the Lessor desires to terminate this lease, Lessee agrees to vacate and this lease shall terminate on Lessee receiving \_\_\_ days Notice to Quit and Lessee agrees to surrender possession of the premises on the day that Lessee is required to do so by the terms of the notice.

Section 6. It is specifically understood and Lessee hereby agrees that the premises, or any part thereof, shall at no time or under any circumstances be used for, or devoted to political purposes or the conduct of political activities, including but not limited to: meetings, rallies, caucuses, administration, distribution of literature which relates to or bears upon the action of any political organization, unit or party.

Section 7. Lessee warrants that Lessee is not employed by the Iowa Department of Transportation or by the Federal Highway Administration and that this lease has not been obtained by the agreement to pay any fee, commission, percentage, gift or any other consideration to any person; and that no employee of the Iowa Department of Transportation or of the Federal Highway Administration shall be admitted to any share or part of this lease or to any benefit to arise therefrom.

Section 8. Any provisions contained within or attached to this lease are, by this referenced, made a part of this lease.

Prepared by: \_\_\_\_\_, Iowa Department of Transportation, Right of Way Office, 800 Lincoln Way, Ames, Iowa 50010 515-239-1300

Form No. 636-023  
Revised 8/1/98

**IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first herein written.**

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

BY: \_\_\_\_\_  
Lessee,

Telephone No. \_\_\_\_\_

\_\_\_\_\_  
(SSN) Social Security Number or  
Federal Tax I.D.

STATE OF IOWA )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the same as (his) (her) (their) voluntary act and deed.

(SEAL) \_\_\_\_\_ (Sign in Ink)  
\_\_\_\_\_  
(Type/Print Name)  
Notary Public in and for the State of Iowa

**APPROVAL RECOMMENDED:**

By \_\_\_\_\_  
Date

Property Manager  
Telephone No. 515-239-

**APPROVED  
IOWA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_  
(Type/print name) Date  
(Type/print title)

STATE OF IOWA )  
 )SS:  
COUNTY OF STORY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me \_\_\_\_\_, A Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_, to me personally known, who being duly sworn did say that he/she is the \_\_\_\_\_, for the Iowa Department of Transportation, and that said instrument was signed on behalf of said Department by its authority and the said person as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said Department, by it voluntarily executed.

(SEAL) \_\_\_\_\_ (Sign in Ink)  
\_\_\_\_\_  
(Type/Print Name)  
Notary Public in and for the State of Iowa

APPENDIX A

ATTACHMENT TO LEASE

The Lessee, for itself, Lessee personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with a land that:

- (1) In the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services of benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- (2) No person on the ground of race, color, sex, age, disability, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- (3) That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, disability, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- (4) That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the State of Iowa shall have the right to terminate the lease and to re-enter and repossess said land the facilities thereon, and hold the same as if said lease had never been made or issued.



Iowa Department of Transportation  
OFFICE OF RIGHT OF WAY  
AMES, IOWA 50010  
CONTRACTOR'S LEASE AGREEMENT

Parcel No. \_\_\_\_\_  
Project No. \_\_\_\_\_

County \_\_\_\_\_  
Lease No. \_\_\_\_\_

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Iowa Department of Transportation, acting for the State of Iowa (hereinafter called "Lessor") and \_\_\_\_\_ of \_\_\_\_\_, (hereinafter called "Lessee").

1. The Lessor, for and in consideration of \$\_\_\_\_\_/mo. and the covenants and agreements herein contained, hereby leases to the Lessee for the construction period beginning \_\_\_\_\_, through the completion of said project to be determined by the Resident Construction Engineer's Office, for \_\_\_\_\_ **PURPOSES ONLY**, all that part of the right of way located \_\_\_\_\_, in Sec. \_\_\_\_\_, Twp. \_\_\_\_\_, Range \_\_\_\_\_, in \_\_\_\_\_ County, Iowa, containing \_\_\_\_\_ **acres** as shown on the attached plat. Actual area to be staked and identified by the Resident Construction Engineer's Office.
2. Lessee acknowledges that Lessee has inspected and is aware of the condition of the property and the same is leased without any representation or warranty by the Lessor whatsoever.
3. Lessee will vacate and surrender quiet and peaceable possession of said premises upon thirty (30) days written notice from Lessor. It is further agreed Lessee shall notify the Resident Construction Engineer ten (10) days prior to Lessee vacating the premises. The Resident Engineer will inspect the premises. If the area is satisfactory, the Resident Engineer will notify Property Management to release the bond.
4. A \$\_\_\_\_\_ Damage Deposit (check or money order) shall be made payable to the Iowa Department of Transportation and mailed or delivered to the Property Management Section of the Right of Way Office, 800 Lincoln Way, Ames, Iowa 50010, together with this signed agreement. Said bond shall be returned to Lessee upon the recommendation of the Resident Construction Engineer.
5. It is understood and agreed that the Lessee will not allow the release or disposal of any fuel, oil, grease and any and all other petroleum products or other hazardous materials or substances within the leased area or on any adjacent lands.

If any petroleum products and/or chemicals should accidentally be released upon the leased premises or adjacent land, the Lessee agrees to immediately clean up and remove said petroleum products or chemicals to the satisfaction of the Iowa Department of Transportation and the Department of Natural Resources. The Lessee agrees to indemnify and hold the Iowa Department of Transportation harmless from any damages or loss which may result therefrom.

6. Parking vehicles used for the storage of hazardous materials or substances is prohibited.
7. Prior to the termination of this lease, Lessee agrees to remove all unused materials, machinery, scrap iron, lumber and other trash or debris from the leased area.
8. It is understood and agreed that the Lessee will, at the termination of this lease, restore the leased premises to a condition substantially similar to the condition which it was in at the beginning of this lease. The Lessee further agrees to reseed all disturbed areas of the leased premises. The Lessee agrees that all restoration and reseeded work will be done to the satisfaction of the Iowa Department of Transportation and all at Lessee's expense.

Failure of the Lessee to leave the premises in the same or better condition that it was on \_\_\_\_\_, shall cause the Lessor to claim, from Lessee, all cost incurred to recondition the parcel as it was prior to leasing date.

9. Any provision contained within or attached to this agreement are, by this reference, made a part of this lease.

Prepared by: \_\_\_\_\_, Iowa Department of Transportation, Right of Way Office, 800 Lincoln Way, Ames, Iowa 50010 515-239-1300

Form No. 636-026  
Revised 5/11/01

10. It is especially agreed that the Lessor may enter upon and use so much of said premises at any time as it may deem necessary for highway construction or maintenance purposes.
11. The Lessee will be responsible for complying with all provisions of the Department of Natural Resources's storm water discharge program. It is understood and agreed that the Lessee will obtain the proper permit from the Iowa Department of Natural Resources.

**IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first herein written.**

BY: \_\_\_\_\_  
Lessee                      Date

Telephone No. \_\_\_\_\_

\_\_\_\_\_  
(SSN) Social Security Number or  
Federal Tax I.D.

APPROVAL RECOMMENDED:

APPROVED  
IOWA DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_  
Resident Construction Engineer                      Date

By \_\_\_\_\_  
Douglas C. Bates, Chief Property Manager      Date  
Right of Way Office

Telephone No. \_\_\_\_\_

APPENDIX A

ATTACHMENT TO LEASE

The Lessee, for itself, Lessee personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with a land that:

- (1) In the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- (2) No person on the ground of race, color, sex, age, disability, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- (3) That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, disability, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- (4) That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the State of Iowa shall have the right to terminate the lease and to re-enter and repossess said land the facilities thereon, and hold the same as if said lease had never been made or issued.

County

Parcel No.

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

Lessor's knowledge of lead-based paint and/or lead-based paint hazards present in the housing are as follows:

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing except the following: None.

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards present in the housing. These documents are as follows:

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
None available.

**Lessee's Acknowledgment**

By the signing of this disclosure, lessee waives any further opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Lessee has received copies of all information listed above.

Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Upon signing, lessee(s) further waive any additional time for purposes of assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Lessor:

Lessee:

\_\_\_\_\_  
Property Manager  
Iowa Department of Transportation  
or Authorized Agent acting for the  
Iowa Department of Transportation

\_\_\_\_\_  
Lessee:



# Iowa Department of Transportation

Office of Right of Way

## NOTICE OF TERMINATION RIGHT OF WAY LEASE

TO \_\_\_\_\_ COUNTY \_\_\_\_\_  
 \_\_\_\_\_ PROJECT \_\_\_\_\_  
 \_\_\_\_\_ PARCEL \_\_\_\_\_  
*Lessee(s) in Possession* LEASE NO. \_\_\_\_\_

This is to inform you that in accordance with Section 2 of your lease dated the \_\_\_\_ day of \_\_\_\_, \_\_\_\_, and recorded in Book \_\_\_\_, Page \_\_\_\_, as \_\_\_\_, \_\_\_\_, County, you and each of you are hereby notified that your tenancy of the right of way along the \_\_\_\_ side of Primary Road No. \_\_\_\_, from Station \_\_\_\_ to Station \_\_\_\_, in Section \_\_\_\_, Township \_\_\_\_N, Range \_\_\_\_, for \_\_\_\_ purposes only, is terminated as of midnight on the \_\_\_\_ day of \_\_\_\_, \_\_\_\_, as \_\_\_\_.

*Reason for Lease Being Terminated*

You and each of you are hereby requested to vacate and quit the said premises at the time above specified and surrender possession to the undersigned. Any improvement, including fencing located within the leased area is to be removed prior to the termination date. Should you fail to vacate said premises, legal action may be instituted to cause such possession as provided by law.

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

IOWA DEPARTMENT OF TRANSPORTATION  
Lessor

By: \_\_\_\_\_  
, Property Manager

STATE OF IOWA  
                  ss  
STORY COUNTY

On this \_\_\_\_ day of \_\_\_\_, 20\_\_, 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 he/she is the Property Manager for the Iowa Department of Transportation, and that said instrument was signed on behalf of said Department. Said instrument to be voluntary act and deed of said Department and by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



Iowa Department of Transportation

OFFICE OF RIGHT OF WAY
AMES, IOWA 50010
LEASE AGREEMENT

Parcel No.
Project No.

County
Lease No.

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_, 20\_\_\_, by and between the Iowa Department of Transportation, acting for the State of Iowa (hereinafter called "Lessor") and \_\_\_, of \_\_\_, (hereinafter called "Lessee").

Section 1. The Lessor, for and in consideration of \_\_\_ and the covenants and agreements herein contained, hereby leases to the Lessee from the \_\_\_ day of \_\_\_, 20\_\_\_, to the \_\_\_ day of \_\_\_, 20\_\_\_, the following described premises, to-wit:

Section 2. The Lessee agrees to vacate and surrender quiet and peaceable possession of the leased premises at the expiration of the term thereof, unless this lease has previously been extended by written agreement between the parties hereto. It is especially agreed that the Lessor may enter upon and use so much of said premises, at any time, as it may deem necessary for the purpose of highway construction or maintenance.

Section 3. The Lessee shall use the leased premises for \_\_\_ ONLY. Any improvements shall be removed by Lessee upon termination of this lease. It is understood and agreed that such improvements shall be at the expense of the Lessee and approved by Lessor. Lessee agrees that no permanent structure(s) will be permitted on this tract unless approved by the Lessor.

Section 4. It is understood and agreed that the Lessee will not allow the release or disposal of any fuel, oil, grease and any and all other petroleum products or other hazardous materials or substances within the leased area or on any adjacent lands.

If any petroleum products and/or chemicals should accidentally be released upon the leased premises or adjacent land, the Lessee agrees to immediately clean up and remove said petroleum products or chemicals to the satisfaction of the Iowa Department of Transportation and the Department of Natural Resources. The Lessee agrees to indemnify and hold the Iowa Department of Transportation harmless from any damages or loss which may result therefrom.

Section 5. Parking vehicles used for the storage of hazardous materials or substances is prohibited.

Section 6. In the event the Lessee would abandon the property or fail to keep each and every condition of this lease, the rights of the Lessee shall cease and the Lessor may take immediate possession of the premises.

Section 7. Any provision contained within or attached to this agreement are, by this reference, made a part of this lease.

Section 8. It is understood and agreed that the Lessee shall maintain and preserve the desirable trees and shrubs and it is specifically understood that removal of any living tree shall be prohibited without the written permission of the Lessor.

**Section 9.** It is understood and agreed that the Lessee will, at the termination of this lease, restore the leased premises to a condition substantially similar to the condition which it was in at the beginning of this lease. The Lessee further agrees to reseed all disturbed areas of the leased premises. The Lessee agrees that all restoration and reseeded work will be done to the satisfaction of the Iowa Department of Transportation and all at Lessee's expense.

Failure of the Lessee to leave the premises in the same or better condition that it was on insert the date the lease begins, shall cause the Lessor to claim, from Lessee, all cost incurred to recondition the parcel as it was prior to leasing date.

**Section 10.** The Lessee will protect, indemnify and save harmless the Lessor from any and all claims, demands, judgement, loss, cost or expense for injury to or death of persons, damage to the property and improvements thereon and damage to the property of any person whomsoever (including employees and representatives of both parties hereto) in any manner arising from the use of the premises by the Lessee without regard to whether any acts or omission of the acts of the Lessor or its agents or servants contributed to said damage.

The Lessee shall furnish the State with an appropriate certificate or copy of a current liability insurance policy in the minimum amount \$1,000,000.00 which must be in effect during the entire term of the lease as stated above. Said policy must specifically include the leased premises and must also include the Lessor as an additional insured party and must meet with the satisfaction of the Lessor. If the Lessee fails to furnish proof of insurance promptly after taking possession of the premises or fails to maintain such insurance during the entire term of this lease, such failure shall be cause for forfeiture, cancellation and termination of this lease.

**Section 11.** It is further agreed that Lessee may request termination of this lease by notifying the Lessor in writing thirty (30) days prior to such intention to vacate the leased premises.

**Section 12.** Lessor may terminate this lease for any reason deemed to be in the best interest of the State upon written notice to the Lessee thirty (30) days prior to such termination of said lease.

**Section 13.** It is further agreed that the Lessee shall not assign or sublet any part of the leased premises.

**Section 14.** Lessee shall maintain area free of trash and debris. Lessee shall also be responsible for mowing and normal maintenance during lease period.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first herein written.

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

BY: \_\_\_\_\_  
Lessee,

Telephone No. \_\_\_\_\_

SSN or Federal Tax ID \_\_\_\_\_

STATE OF IOWA )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the same as (his) (her) (their) voluntary act and deed.

(SEAL) \_\_\_\_\_ (Sign in Ink)  
\_\_\_\_\_ (Type/Print Name)  
Notary Public in and for the State of Iowa

**APPROVAL RECOMMENDED:**

By \_\_\_\_\_  
Property Manager Date  
Telephone No. 515-239- \_\_\_\_\_

**APPROVED  
IOWA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ (Type/print name)  
Date \_\_\_\_\_  
\_\_\_\_\_ (Type/print title)

STATE OF IOWA )  
 )SS:  
COUNTY OF STORY )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me \_\_\_\_\_, A Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_, to me personally known, who being duly sworn did say that he/she is the \_\_\_\_\_, for the Iowa Department of Transportation, and that said instrument was signed on behalf of said Department by its authority and the said person as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said Department, by it voluntarily executed.

(SEAL) \_\_\_\_\_ (Sign in Ink)  
\_\_\_\_\_ (Type/Print Name)  
Notary Public in and for the State of Iowa

APPENDIX A

ATTACHMENT TO LEASE

The Lessee, for itself, Lessee's personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with a land that:

- (1) In the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services of benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- (2) No person on the ground of race, color, sex, age, disability, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- (3) That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, disability, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- (4) That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the State of Iowa shall have the right to terminate the lease and to re-enter and repossess said land the facilities thereon, and hold the same as if said lease had never been made or issued.

**AGREEMENT**

Parcel No. \_\_\_\_\_ County \_\_\_\_\_  
Project No. \_\_\_\_\_

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ hereinafter designated as the "Owner" and the Iowa Department of Transportation, hereinafter designated as the "Department".

The Owner agrees not to lease to any tenant the following described property situated on the above project, to wit:

In consideration of the following terms, provisions, and conditions:

- 1. **TIME PERIOD:** The duration of this Agreement shall be from the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, until the date title is to be conveyed per the terms of a signed contract or the date of condemnation, which ever is applicable. It is understood no extensions will be given.
- 2. **CONSIDERATION:** The Department shall pay an amount equal to the rental in the amount of \$\_\_\_\_\_ per month that the premises are vacant during the term of this agreement. Payment shall be paid every month, in arrears, by the 10th day of the succeeding month during the time period of this agreement. Should this agreement be terminated prior to the last day of the month, the rent will be prorated.
- 3. **TERMINATION:** This agreement will be terminated without further notice, on the date described in Item 1. The Department also reserves the right to terminate this agreement upon 30 days notice to the Owner in writing.

Nothing in this agreement shall be construed to create a landlord-tenant relationship between the Owner and the Department.

**OWNER:**

**IOWA DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
(Date)  
Name

By: \_\_\_\_\_ (Date)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone number

800 Lincoln Way, Ames, Iowa 50010

(TEL) 515-239-1300 ♦ (FAX) 515-233-7859

**CERTIFIED MAIL**

**When Communicating Refer To:**

\_\_\_\_\_ County

Project No.: \_\_\_\_\_

Parcel No.: \_\_\_\_\_

Lease No.: \_\_\_\_\_

**3-DAY NOTICE OF NONPAYMENT OF RENT**

Dear \_\_\_\_\_:

We are hereby notifying you that you are being given three (3) days from the date you receive this notice to submit your delinquent rent. Your rent is delinquent in the total amount of \$\_\_\_\_\_ for the month of \_\_\_\_\_.

Please be reminded that your rent is due in our office on or before the due date.

If we do not receive the aforementioned rent from you within the above specified length of time, we will have no other choice than to terminate this lease immediately.

Sincerely,

\_\_\_\_\_  
Lease Inventory Manager  
Office of Right of Way

*This letter also sent by regular mail to the address listed above.*

800 Lincoln Way, Ames, Iowa 50010

(TEL) 515-239-1300  
(FAX) 515-233-7859

**CERTIFIED MAIL**

\_\_\_\_\_, 20\_\_

**When Communicating Refer To:**

\_\_\_\_\_ County  
Project No.: \_\_\_\_\_  
Parcel No.: \_\_\_\_\_  
Lease No.: \_\_\_\_\_

(NAME)  
(ADDRESS)

**NOTICE OF TERMINATION OF FARM TENANCY  
AND CANCELLATION OF RIGHT OF RENEWAL**

Dear Tenant:

This is to notify you that the above referenced lease between yourself and the Iowa Department of Transportation will be canceled effective \_\_\_\_\_, 20\_\_.

It has come to the attention of this office that this parcel of land will be \_\_\_\_\_.

Please discontinue your use of the referenced parcel of land.

If you have any questions, please contact this office at the above referenced address or telephone number.

Sincerely,

Property Management  
Project Development Division

bc: District Engineer  
District Maintenance Manager  
RCE  
Parcel File

800 Lincoln Way, Ames, Iowa 50010

15-239-1300 (TEL)  
15-233-7859 (FAX #)

**CERTIFIED LETTER**

\_\_\_\_\_, 20\_\_

**When Communicating Refer To:**

\_\_\_\_\_ County  
Project No.: \_\_\_\_\_  
Parcel No.: \_\_\_\_\_  
Lease No.: \_\_\_\_\_

(Name Of Tenant)  
(Address)

**NOTICE OF LEASE CANCELLATION**  
**NOTICE TO QUIT**

Dear Tenant:

We are hereby notifying you that the above referenced lease between you and the Iowa Department of Transportation will be canceled effective \_\_\_\_\_, 20\_\_ for (reason). *You are required to vacate the premises on or before the aforementioned date.*

Please be aware that you remain responsible for the payment of any and all unpaid rent and expenses through the day you vacate the premises. (IF delinquent, add Your payments are delinquent in the amount of \$\_\_\_\_\_ for \_\_\_\_\_ 20\_\_, through \_\_\_\_\_, 20\_\_. Please submit your payment immediately.

When you have vacated the premises, please contact this office so that the property can be inspected and the keys may be picked up.

If you have any questions, please contact this office at the above referenced address and telephone number.

Sincerely,

Property Management  
Project Development Division

*A copy of this letter was also sent by regular mail to the property address.*



# APPENDIX

“C”

# SALE FORMS



**Iowa Department of Transportation**  
OFFICE OF RIGHT OF WAY  
AGREEMENT AND BILL OF SALE  
IMPROVEMENTS, STRUCTURES AND MISCELLANEOUS ITEMS  
WAIVER OF SUIT  
SALE WITH NO WARRANTIES

Parcel No. \_\_\_\_\_  
Project No. \_\_\_\_\_

County \_\_\_\_\_

THIS AGREEMENT, by and between the IOWA DEPARTMENT OF TRANSPORTATION, Ames, Iowa, Seller and \_\_\_\_\_ (Name/Address), Buyer. The Seller hereby sells, transfers and conveys to the Buyer the \_\_\_\_\_ (List Items) situated at \_\_\_\_\_ (address/town), Iowa, formerly owned by \_\_\_\_\_ (Name) for the total sum of \$ \_\_\_\_\_ in full payment for the above described improvement. The total sum includes sales tax when required. Sales tax will be collected on the sale of all personal property. The Buyer agrees to remove said improvement from the premises on or before \_\_\_\_\_ (Month/Date), 20\_\_\_\_. A Performance Bond is required in the amount of \$ \_\_\_\_\_ (OR) NONE \_\_\_\_\_. This Bond shall be a Check or Money Order; PAYABLE TO, IOWA DEPARTMENT OF TRANSPORTATION; mail or deliver to the Iowa Department of Transportation, Office of ROW, Property Management Section, Ames, Iowa 50010, within five days from the date of this sale. It is understood and agreed that the removal of said improvement(s) is the essence of this agreement and that improvement(s) remaining on the premises after the above date, may, unless the removal date has been extended by written consent of the Seller, be removed, destroyed, or disposed of in any manner deemed feasible by the Seller, without further notice or obligation to the Buyer and the Buyer shall forfeit any Performance Bond posted in connection with the removal of said improvement. If this Bill of Sale is for a structure, it also understood and agreed that all improvements shall be removed, by the Buyer, to foundation or ground level. Buyer shall remove all debris resulting from moving operations and shall leave the building site reasonably clean. The Buyer is to cap the sewer and disconnect all existing utilities. The Buyer shall forfeit his/her Performance Bond upon failing to comply with these conditions.

The Buyer waives any and all claims against the State, this Department and their agents, officers, or employees for damages for personal injury or for property damage that may arise from Buyer's entry upon and removal of property and activities on the property, and from any subsequent use of the items listed, whether said injury or damage results from obvious or hidden defects. Buyer agrees to defend and indemnify the State, this Department and their agents, officers, or employees, from any claims brought against them by Buyer's principals, agents and employees or by a third party which arise out of Buyer's entry upon and removal of property and activities on the property and subsequent use of the items listed in this Agreement and Bill of Sale. It is further understood that the items listed in this Agreement and Bill of Sale are received in an "AS IS" condition with no warranties, express or implied, and no warranty of title.

Signed and acknowledged by:

IOWA DEPARTMENT OF TRANSPORTATION, Seller

Buyer: \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_  
(Agent Name), Property Manager Date \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Phone \_\_\_\_\_

**FOR IOWA DEPARTMENT OF TRANSPORTATION USE ONLY**

Required \_\_\_\_\_ Excess \_\_\_\_\_  
Sealed Bid \_\_\_\_\_ Auction \_\_\_\_\_ Negotiated \_\_\_\_\_  
Sale Date \_\_\_\_\_  
Date Performance Bond Received \_\_\_\_\_

Voucher No. \_\_\_\_\_  
Received by Iowa Department of Transportation  
Office of Accounting  
\_\_\_\_\_ day of \_\_\_\_\_, 2003  
Receipt Nos. \_\_\_\_\_  
Amount \$ \_\_\_\_\_ By \_\_\_\_\_

Cost Center (Circle one)      611000      601000      661000

System Number	County Number	Control Section Number	Parent Number	Parcel Number	Object Number	Function Number	Rural - 1 Urban - 2	Part 1 Non-Part-2 Suspense-3	Amount
									\$
TOTAL									\$

COST CENTER - 631000

COST CENTER NAME - PRIMARY ROAD FUND GENERAL

SALES TAX USE ONLY	OBJECT CODE	FUNCTION CODE	AMOUNT
			\$
TOTAL			\$

Douglas C. Bates \_\_\_\_\_ Date \_\_\_\_\_  
Chief Property Manager

DISTRIBUTION: Property Management Section  
Buyer  
Accounting Office, Temporary Record

Form 636-037  
Revised 8/16/01



**Iowa Department of Transportation**  
**OFFICE OF RIGHT OF WAY**  
**AMES, IOWA 50010**  
**UTILITY INCOME VOUCHER**

Parcel No. \_\_\_\_\_  
Project No. \_\_\_\_\_

County \_\_\_\_\_  
Date \_\_\_\_\_

**RECEIPT  
(RENTAL INCOME)**

Received From:	Amount of Account	\$
	Amount of Paid	\$
	Balance Due	\$

Received By \_\_\_\_\_

**AUCTION OR  
(MISCELLANEOUS INCOME)**

Received From:	Description:

Required   Excess   Office of Accounting Receipt No. \_\_\_\_\_ Voucher No. \_\_\_\_\_

Cost Center 611000 Cost Center Name Primary Road Fund - Primary Regular

System Number	County Number	Control Section	Parent Number	Parcel Number	Object Number	Function Number	Rural-1 Urban-2	Part-1 Non Part-2 Suspense-3	Amount
									\$
TOTAL									\$

**COST CENTER - 6310 COST CENTER NAME--PRIMARY ROAD FUND GENERAL**

SALES TAX USE ONLY	Object Number	Function Number	Amount
			\$
TOTAL			\$



Office of Right of Way  
**INCOME DEPOSIT**

Parcel No. \_\_\_\_\_  
Project No. \_\_\_\_\_

County \_\_\_\_\_  
Date \_\_\_\_\_

TO:

	Order No. _____
	Description _____

**NOTICE:** This is the Iowa Department of Transportation's official notice of its acceptance of your bid and its request for your remittance of the bid balance due. In order to assure proper credit please attach your check to this original deposit form and send to the Iowa Department Of Transportation, Office of Accounting, Ames, Iowa 50010, Attn: Cashier.

The Department acknowledges receipt of your bid deposit in the amount of \$ \_\_\_\_\_ and did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ approve the sale accepting your bid of \$ \_\_\_\_\_.

Per the terms of your bid, please attach a check or money order for the balance of your bid. The balance due is \$ \_\_\_\_\_.

This balance due must be deposited within 30 days from the Department's acceptance of your bid. If it is convenient, you may deposit the balance at an earlier date. Per the terms of the sale proposal, your bid may be rejected and retained by the State should you fail to make timely deposit of the balance due.

Application for Executive Council approval of the sale and issuance of State Patent will be made upon the Department's receipt of the full amount of your bid.

As you have requested, the Patent will be issued in the name of:

PROPERTY MANAGEMENT SECTION

By \_\_\_\_\_  
, Property Manager

**FOR IOWA DEPARTMENT OF TRANSPORTATION USE ONLY**

OFFICE OF ACCOUNTING: Receipt of monies in the form of certified \_\_\_\_\_, cashier \_\_\_\_\_, or others \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ is hereby acknowledged.

Receipt No. \_\_\_\_\_

Office of Accounting \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_ Excess \_\_\_\_\_ Required \_\_\_\_\_ Facilities  
\_\_\_\_ Sealed Bid \_\_\_\_\_ Auction \_\_\_\_\_ Negotiated  
\_\_\_\_ 306.23 Purchase Preference

Voucher No. \_\_\_\_\_  
Approved By Order No. \_\_\_\_\_

Cost Center 611000 \_\_\_\_\_

System Number	County Number	Control Section Number	Parent Number	Parcel Number	Object Number	Function Number	Rural - 1 Urban - 2	Part 1 Non-Part-2 Suspense-3	Amount
									\$
TOTAL									\$

\_\_\_\_\_  
Douglas C. Bates \_\_\_\_\_ Date \_\_\_\_\_  
Property Management Supervisor

DISTRIBUTION: Original to Property Management  
Copy to Buyer  
Copy to Accounting  
Temporary Copy to Property Management

SALE OF IMPROVEMENTS	HIGHWAY DIVISION	COUNTY
	IOWA DEPARTMENT OF TRANSPORTATION	(Project No.)
SALE DATE:	OFFICE OF RIGHT OF WAY	PARCEL NO.
	BID PROPOSAL FORM	SALE NO.
	FOR SALE OF IMPROVEMENTS	

**INSTRUCTIONS:**

Bids must be sealed in special envelope and accompanied by a CHECK or MONEY ORDER (we will NOT accept CASH) in the full amount of the bid, and made payable to the Iowa Department of Transportation, Ames, Iowa, prior to 1:00 P.M., (sale date) North Annex, lower level.

The bids will be opened in the Conference Center adjacent the North Annex located on the north side of Lincoln Way across from the Central Complex of the Iowa Department of Transportation, 800 Lincoln Way, Ames, Iowa.

**All persons bidding on Residential Properties must sign a Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards and return it with the sealed bid. Bids received without signed disclosure forms may be rejected. Should any questions arise concerning the disclosure of information, including time for purchasers to inspect, please call the Property Management Office at (515) 239-1300. (Mobile homes are excluded from this requirement.)**

A Bill of Sale will be furnished to the successful bidders, and checks or money orders will be returned to the unsuccessful bidders.

**NOTE: The purchaser shall cap the sewers and disconnect all existing utilities.**

A \$ \_\_\_\_\_ Performance Deposit for Item 1 and a \$ \_\_\_\_\_ each item in the form of a CHECK or MONEY ORDER made payable to the Iowa Department of Transportation, shall be mailed or delivered to the Office of Right of Way, Property Management Section, Iowa Department of Transportation, Ames, Iowa 50010, within five (5) days from the date the successful bidder is notified. The removal of said improvements is the essence of this agreement. No extension of the removal date shall be valid unless consented to in writing by the Seller. Improvements remaining on the premises after the removal date may be destroyed or removed in any manner deemed feasible by the Seller without further notice or obligation to the Purchaser, and the Performance Bond shall be forfeited. If all the terms of this sale are complied with, the Bond will be returned.

Upon completion of all removal and clean up of debris operations, the purchaser agrees to install a fence around the work site. The fence will be made of 4 ft. tall wood slat and wire snow fence material attached to 5 2 ft. steel t-bar fence posts spaced no more than 10 ft. apart and shall meet with the approval of the Iowa Department of Transportation. Upon installation and the approval of the Iowa Department of Transportation, said fence will become the property of the Iowa Department of Transportation.

**The Buildings will be open for inspection on \_\_\_\_\_, 20\_\_\_\_ between the hours of \_\_\_\_\_ and \_\_\_\_\_, 20\_\_\_\_.**

These improvements are to be removed from the site intact and may not be demolished at the site for salvageable materials. All debris resulting from removal operations is to be removed by the Purchaser. The Purchaser will be allowed until \_\_\_\_\_, 20\_\_\_\_ to remove the improvements to foundation or ground level.

COUNTY  
(Project No.)  
PARCEL NO.  
SALE NO.

**IMPORTANT NOTE TO BIDDERS: PERMITS ARE REQUIRED TO MOVE SOME ITEMS ON CITY STREETS, AND IOWA HIGHWAYS. YOU ARE ADVISED TO CONTACT IOWA DEPARTMENT OF TRANSPORTATION PERMIT CENTER, DES MOINES, IOWA. TELEPHONE NO. 515-237-3264 FOR MOVING DISTANCE AND PERMIT INFORMATION PRIOR TO SUBMITTING YOUR BID.**

**THERE ARE LOCAL AND/OR STATE REQUIREMENTS WHICH MAY GOVERN REMOVAL OF THESE BUILDINGS. YOU ARE HEREBY ADVISED TO MAKE YOURSELF AWARE OF ANY SUCH REQUIREMENTS PRIOR TO SUBMITTING A BID.**

The Iowa Department of Transportation reserves the right to waive any technicalities and to reject any or all bids.

PROPOSAL TO: IOWA DEPARTMENT OF TRANSPORTATION  
HIGHWAY DIVISION  
PROPERTY MANAGEMENT SECTION  
800 LINCOLN WAY  
AMES, IOWA 50010-6993

I certify that I have inspected this property to my complete and total satisfaction and that I am fully aware of the terms and conditions under which the property is offered for sale. I understand that the property is being sold as is with no warranties of any nature expressed or implied. I submit a bid, as shown, on the following item:

**ALL CHECKS SUBMITTED MUST BE FOR THE ENTIRE AMOUNT OF THE BID FOR EACH ITEM**

Item 1 -

Performance Bond \$ \_\_\_\_\_

CHECK or MONEY ORDER in the amount of \$ \_\_\_\_\_

---

Item 2 -

Performance Bond \$ \_\_\_\_\_

CHECK or MONEY ORDER in the amount of \$ \_\_\_\_\_

---

The above items are located at \_\_\_\_\_

**A SEPARATE Check or Money Order in the bid amount for each item for which a bid is submitted is required.**

SALES TAX IS NOT COLLECTED ON BUILDINGS. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number



**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based hazards is recommended prior to purchase.*

**Seller's Disclosure**

Seller's knowledge of lead-based paint and/or lead-based paint hazards present in the housing is as follows:

- Seller has no knowledge of lead-based paint and/or lead-based hazards in the housing except the following:  
None

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards present in the housing. These documents are as follows:

- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below). None Available

**Purchaser's Acknowledgment**

By the signing of this disclosure, purchaser waives any further opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

- Purchaser has received copies of all information listed above.
- Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
- Purchaser has received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Upon signing, purchaser(s) further waive any additional time for purposes of assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Seller:

X

Purchaser:

X

Property Management  
Iowa Department of Transportation  
800 Lincoln Way  
Ames, Iowa 50010

Purchaser:

X

800 Lincoln Way, Ames, Iowa 50010

515-239-1300 (TEL #)  
515-233-7859 (FAX #)

**CERTIFIED LETTER**

, 2007

**When Communicating, Refer To:**

County  
Project No.:  
Parcel No.:

Address

Dear :

This letter is sent to you to comply with the provisions of Section 306.23, Iowa Code. These provisions require the Iowa Department of Transportation to notify you as the present owner of the adjacent land from which certain lands were originally acquired, or as an owner of certain lands when originally purchased or condemned for highway purposes, that we are selling the tract of land described below:

insert Legal Description

You and all other persons qualified under these provisions are provided a period of 60 days from the date of this letter to be heard and make offers for this tract. The names and addresses of others receiving this notice, if any, are listed below. Offers received from persons qualified under these provisions that equal or exceed other offers, and equal or exceed fair market value, shall be given preference. Fair market value for the tract has been established at \$ . If you are interested in submitting an offer, please complete and return the enclosed *Offer to Buy* form, along with your payment, in the enclosed self-addressed envelope.

If no offers are received by , 20\_\_, or no offer equals or exceeds the fair market value, the property will be disposed of by the Iowa Department of Transportation by other means.

If you have any questions regarding this disposal, please contact me at 515-239- .

Sincerely,

Property Manager  
Office of Right of Way

:lk  
Enclosures

Others Receiving Notice:

bc: , District Engineer  
, District Construction Engineer  
, District Maintenance Manager

Iowa Department of Transportation  
Property Management

Land Sale Check Sheet

Acquired From: \_\_\_\_\_ County \_\_\_\_\_  
Project No. \_\_\_\_\_  
Parcel No. \_\_\_\_\_

DISPOSAL RECOMMENDATION:

- 1. Request to District Office \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_
- 2. Request to Design \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_
- 3. Request to Traffic & Safety \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_
- 4. Request to Systems Planning \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_
- 5. Request to Facilities Support \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_
- 6. Request to Location and Environment \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_

FHWA APPROVAL IF APPLICABLE:

\_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_

PRE-SALE PREPARATION:

- 1. Notify Lease Coordinator and address lease \_\_\_\_\_
- 2. Letter to tenants notifying of property to be sold and canceling lease \_\_\_\_\_
- 3. Description and plat received from District Land Surveyor \_\_\_\_\_
- 4. Request for Appraisal or Value opinion: \_\_\_\_\_ Received \_\_\_\_\_
- 5. Notice of sale to Present Owner of Adjacent Land (from which land was acquired) \_\_\_\_\_  
(Must be sent by Certified Mail to last known address) Reply Received \_\_\_\_\_
- 6. Notice to Owner at the time of acquisition \_\_\_\_\_  
(Must be sent by Certified Mail to last known address) Reply Received \_\_\_\_\_

COMMENTS:

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

\_\_\_\_\_  
Property Manager

**IOWA DEPARTMENT OF TRANSPORTATION**

TO: Design DATE: \_\_\_\_\_  
ATTENTION: \_\_\_\_\_ REF. NO.: \_\_\_\_\_ County  
FROM:  
OFFICE: Right of Way - Property Management  
SUBJECT: Proposed \_\_\_\_\_

This office has received a request from \_\_\_\_\_, to dispose of \_\_\_\_\_ located on/along \_\_\_\_\_, approximately \_\_\_\_\_ in the town of \_\_\_\_\_ Iowa (see attached plat).

Please give your recommendations if this may be disposed of at this time.

Property Management

Attach.

C: \_\_\_\_\_, Systems Planning  
\_\_\_\_\_, Traffic and Safety  
\_\_\_\_\_, Facilities Support  
\_\_\_\_\_, Location and Environment  
\_\_\_\_\_, Lease Coordinator, Property Management

HIGHWAY DIVISION  
IOWA DEPARTMENT OF TRANSPORTATION  
OFFICE OF RIGHT OF WAY

County  
(Project No.)

Parcel No.

**OFFER TO BUY**

I herewith submit an unconditional offer of \$ \_\_\_\_\_ to the Iowa Department of Transportation (hereinafter known as Department) for the purchase of the following land:

Legal Description

I herewith enclose a CHECK or MONEY ORDER (the Department will NOT accept CASH) for the full amount of the offer made payable to the Iowa Department of Transportation. Should the Department not accept the bid or offer, the amount will be returned by mail.

I accept title by State Patent. I agree to accept the State Patent without an Abstract of Title, and am aware that the land is being sold in accord with the provisions of and subject to the limitations of Section 306.22 through and including 306.25 of the Code of Iowa. "Any sale of land as authorized therein shall be upon the conditions that the tract, parcel or piece of land so sold shall not be used in any manner so as to interfere with the use of the highway, or to the material damage of the adjacent owner, and shall be subject to the right of all utility associations, companies, or corporations to continue in possession of a right of way in use at the time of such sale."

I accept the following covenants and agree that they shall run with the land and be binding upon me and my heirs and assigns:

1. Direct access between the above-described parcel of land and \_\_\_\_\_ (HIGHWAY #) will be prohibited.
2. The State retains the right of entry thereon for the purpose of constructing and maintaining the right of way fence. The fence shall be maintained for vehicle access control purposes only. The State will be held blameless and without liability for fencing private property or maintaining the same. The buyer may pasture against said fence at their own peril and the State will be held blameless and without liability for fencing private property or maintaining the same to restrain livestock.

The Iowa Department of Transportation reserves the right to waive any technicalities and to reject any or all bids or offers.

I certify that I have inspected this property to my complete and total satisfaction and that I am fully aware of all conditions of the property and the terms and conditions under which it is being offered for sale. I understand that the property is being sold as is with no warranties of any nature either expressed or implied. I therefore submit a bid, as shown above, for the property.

If my offer is accepted by the Department, please issue the Patent to:

(PLEASE PRINT OR TYPE)

\_\_\_\_\_ \* The exact name or names the bidder wishes to appear on Patent

\_\_\_\_\_ Address

Signed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ Telephone Number

\* Examples of types of names that will be accepted by the State Land Office:

- 1) John J. Doe
- 2) John J. Doe and Mary Ann Doe
- 3) John J. Doe and Mary Ann Doe as joint tenants with full rights of survivorship and not as tenants in common
- 4) Any business name

800 Lincoln Way, Ames, IA 50010

515-239-1300 (telephone)  
515-233-7859 (fax)

, 20\_\_

TO WHOM IT MAY CONCERN:

This is to inform you that the Iowa Department of Transportation will offer the following for sale on , 2007:

**NOTE:** This information is available on the web at: [www.iowadoflandsales.com](http://www.iowadoflandsales.com)

Sale No. COUNTY - (LAND, HOUSE TO BE REMOVED, ETC.)

Agent -  
515-239- Bids are due by 1:00 p.m., , 20\_\_

For the sale of (paragraph) OR (the following items-----)

Item :

These items are located at . These items will be open for inspection on from until . These items must be removed from the site intact and may not be demolished for salvageable materials. The purchaser will have until to remove these items .

Appraised Value: \$  
Terms: Cash

Bid forms may be obtained at the inspection or by contacting , Property Manager, Iowa Department of Transportation, 800 Lincoln Way, Ames, IA 50010 or 515-239-1300.

Sale No. COUNTY - (LAND, HOUSE TO BE REMOVED, ETC.)

Agent -  
515-239- Bids are due by 1:00 p.m., , 20\_\_

For the sale of (paragraph) OR (the following items-----)

Item :

These items are located at . These items will be open for inspection on from until . These items must be removed from the site intact and may not be demolished for salvageable materials. The purchaser will have until to remove these items .

Appraised Value: \$  
Terms: Cash

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Sale No. COUNTY - (LAND, HOUSE TO BE REMOVED, ETC.)

Agent -  
515-239- Bids are due by 1:00 p.m., , 20\_\_

For the sale of (paragraph) OR (the following items-----)

Item :

These items are located at . These items will be open for inspection on from until . These items must be removed from the site intact and may not be demolished for salvageable materials. The purchaser will have until to remove these items .

Appraised Value: \$  
Terms: Cash

Bid forms may be obtained at the inspection or by contacting , Property Manager, Iowa Department of Transportation, 800 Lincoln Way, Ames, IA 50010 or 515-239-1300.

Bids will not be considered unless they are made on an appropriate Property Management bid form. Requests for bid forms may be made by telephone. All bids must be received by 1:00 p.m. on the day of the specified bid opening. The bid form contains instructions for submitting bids, terms, conditions and restrictions of the sale.

IOWA DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY OFFICE  
PROPERTY MANAGEMENT SECTION

SALE OF LAND

HIGHWAY DIVISION  
IOWA DEPARTMENT OF TRANSPORTATION  
OFFICE OF RIGHT OF WAY  
SEALED BID INSTRUCTIONS  
FOR SALE OF LAND

COUNTY  
(Project No.)  
PARCEL NO.  
SALE NO.

SALE DATE: [REDACTED]

**INSTRUCTIONS:**

- I. **Bid Form** - Bids must be submitted on the attached bid form, and all information called for thereon must be furnished. No alteration may be made and no condition or terms may be added to the bid form. Each bid must contain a full address and phone number, and must be signed. Bids submitted in any other manner or which fail to furnish all information required or which are altered or conditioned may be rejected at the sole option of the Iowa Department of Transportation.
  
- II. **Lead-Based Paint and/or Lead-Based Paint Hazards Disclosure** - All persons bidding on Residential Properties built prior to 1978 must sign a Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards. Bids received without signed disclosure forms may be rejected. Should any questions arise concerning the disclosure of information, including time for purchasers to inspect, please call the Iowa Department of Transportation Property Management Section at (515) 239-1300. (Mobile homes are excluded from this requirement.)
  
- III. **Bid Envelope** - Envelopes furnished with the bid form proposal must be sealed and mailed to the Iowa Department of Transportation, 800 Lincoln Way, Ames, Iowa 50010. The name and address of the bidder must be shown in the upper left-hand corner of the bid envelope. Officers of the Iowa Department of Transportation will not be held responsible for premature opening of a bid not properly addressed or failure to open a bid which is not received by the specified deadline.
  
- IV. **Bid Categories** - All bids are for cash.
  1. Bids less than \$2,500.00 must be submitted with the full amount of the bid.
  2. Bids exceeding \$2,500.00 must be submitted with a bid deposit in the minimum amount of ten percent (10%) of the full amount of the bid.
  
- V. **Bid Deposit** - Bids must be accompanied by a bid deposit in the form of a CHECK or MONEY ORDER. Checks should be made payable to the Iowa Department of Transportation. A SEPARATE check or money order must be submitted for each item for which a bid is submitted. We will NOT accept CASH.

Minimum bid deposit requirements are as set forth in Item IV (1) and (2). Bid deposits will be retained as liquidated damages should the successful bidder refuse to remit the balance of the amount bid, or refuse to sign and return required documents, within (30) days after being notified to do so.
  
- VI. **Bid Opening** -Bids will be opened in the Conference Center next to the North Annex located on the north side of Lincoln Way across from the Central Complex of the Iowa Department of Transportation, 800 Lincoln Way, Ames, Iowa. Bids must be received by the Office of Right of Way of the Iowa Department of

Transportation, Ames, Iowa 50010, prior to 1:00 P.M. on the date specified on the cover of these instructions.

- VII. **Notice of Acceptance** - All bidders will receive written notice of acceptance or rejection of their bid within fifteen (15) business days after day of bid opening. Bid deposits will be returned to unsuccessful bidders within 15 business days after bid opening.
- VIII. **Delivery of Payment and Title Documents** - The successful cash bidder will have thirty days to remit balance due after notification of payment due.
- IX. **Title** - Title will be conveyed by State Patent. Abstract of Title will NOT be furnished to the purchaser. Patents will be recorded by the Iowa Department of Transportation in the county where the land is located. The recorded patent will be sent to the buyer.
- X. **Processing Time** - The time from date of bid opening to issuance of Patent will be approximately 60 business days.
- XI. **Right to Reject Bids** - The State of Iowa (Department of Transportation, Highway Division) expressly reserves to itself the right to reject and to refuse to accept any or all bids where, in the judgment of the Department, it is in the best public interest to do so. Bids may also be rejected where, in the judgment of the Department, their amount is less than the fair market value of the property or where the bid fails to meet the requirements of the bid proposal or these instructions.
- XII. **Technicalities** – The Iowa Department of Transportation reserves the right to waive all technicalities.
- XIII. **Statutory Conditions of Sale** - The land is being sold in accord with the provisions of and subject to the limitations of Sections 306.22 through and including 306.25 of the Code of Iowa. "Any sale of land as authorized therein will be upon the conditions that the tract, parcel or piece of land so sold shall not be used in any manner so as to interfere with the use of the highway by the public, or to endanger public safety in the use of the highway, or to the material damage of the adjacent owner and shall be subject to the right of all utility associations, companies or corporations to continue in possession of a right of way in the use at the time of such sale."
- XIV. **Zoning and Land-Use Limitations** - The zoning and land-use information contained in the bid proposal form is based on data furnished to the Department from appropriate zoning authorities, and may be subject to change. It is the responsibility of the bidder to verify all zoning and land-use limitations.
- XV. **Bidders Are Bound by These Instructions** - Bidder warrants that all bids submitted are submitted with full knowledge of all the terms, conditions, and requirements contained herein and the bidder agrees to be bound thereby.

COUNTY  
(Project No.)  
PARCEL NO.  
SALE NO.

SEALED BID FORM  
**BIDS DUE:**  
, 20

PROPOSAL TO: IOWA DEPARTMENT OF TRANSPORTATION  
HIGHWAY DIVISION  
PROPERTY MANAGEMENT SECTION  
800 LINCOLN WAY  
AMES, IOWA 50010-6993

The land is being sold in accord with the provisions of and subject to the limitations of Sections 306.22 through and including 306.25 of the Code of Iowa. "Any sale of land as authorized therein shall be upon the conditions that the tract, parcel or piece of land so sold shall not be used in any manner so as to interfere with the use of the highway by the public, or to endanger public safety in the use of the highway, or to the material damage of the adjacent owner and shall be subject to the right of all utility associations, companies or corporations to continue in possession of a right of way in the use at the time of such sale."

The land being sold is also subject to the following covenants and agreements:

1. Direct access between the following described parcel of land and will be prohibited.
2. The State retains the right of entry thereon for the purpose of constructing and maintaining the right of way fence. The fence shall be maintained for vehicle access control purposes only. The State will be held blameless and without liability for fencing private property or maintaining the same. The buyer may pasture against said fence at their own peril and the State will be held blameless and without liability for fencing private property or maintaining the same to restrain livestock.

**Abstract of Title will not be furnished.**

These covenants and agreements shall go with the title and be binding on the purchaser, his heirs, and assigns.

COUNTY  
(Project No.)  
PARCEL NO.  
SALE NO.

I certify that I have inspected this property to my complete and total satisfaction and that I am fully aware of the terms and conditions under which the property is offered for sale. I understand that the property is being sold as is with no warranties as to the quality or habitability expressed or implied. I submit a bid, as shown, on the following item:

Appraised value: \$

**TERMS:**

CASH BID

CHECK or MONEY ORDER

Full Amount of Bid \$ \_\_\_\_\_.

Cash Down Payment \$ \_\_\_\_\_.

A CHECK or MONEY ORDER must be submitted with this bid form.

For additional instructions see attachment - SEALED BID INFORMATION

I, if I am the successful bidder, wish to have the Patent issued to:

(PLEASE PRINT OR TYPE)

---

\*The exact name or names the bidder wishes to appear on Patent

---

Address

Signed: \_\_\_\_\_  
Date

---

Address

---

City, State, Zip

---

Telephone Number

\*Examples of types of names that will be accepted by the State Land Office:

- 1) John J. Doe
- 2) John J. Doe and Mary Ann Doe
- 3) John J. Doe and Mary Ann Doe as joint tenants with full rights of survivorship and not as tenants in common.
- 4) Any business name.

**RECOMMENDATION FOR STAFF ACTION**

County \_\_\_\_\_ Project No. \_\_\_\_\_ Parcel No. \_\_\_\_\_

***Brief Description of Land Being Sold:***

**APPRAISED VALUE:** \_\_\_\_\_

**HIGH BID RECEIVED:** \_\_\_\_\_

**NAME OF HIGH BIDDER:** \_\_\_\_\_

***COMMENTS:***

Signature \_\_\_\_\_  
Property Manager

Approved/Rejected \_\_\_\_\_  
Douglas C. Bates  
Chief Property Manager

800 Lincoln Way, Ames, IA 50010

515-239-1300

515-233-7859 (FAX)

## CERTIFIED MAIL

(date) , 20\_\_

**When Communicating, Refer To:**

County

Project No.:

Parcel No.:

Dear \_\_\_\_\_ :

This letter is sent to you to comply with the provisions of Section 306.23, Iowa Code. These provisions require the Iowa Department of Transportation (DOT) to notify you as the present owner of the adjacent land from which certain lands were originally acquired, or as an owner of certain lands when originally purchased or condemned for highway purposes, that we are selling the tract of land described below:

insert Legal Description

You and all other persons qualified under these provisions are provided a period of 60 days from the date of this letter to be heard and make offers for this tract. The names and addresses of others receiving this notice, if any, are listed below. Offers received from persons qualified under these provisions that equal or exceed other offers, and equal or exceed fair market value, shall be given preference.

DOT staff has estimated the fair market value for the tract at \$ \_\_\_\_\_. Section 306.23 of the Iowa Code requires that you be notified of the fair market value of the tract based upon an appraisal by an independent appraiser. The estimated market value for the property is not based on independent appraisal. The Iowa DOT has elected to value the property in-house in an effort to conserve resources, and costs in consideration of the uncomplicated valuation and low value of this property.

Pursuant to section 306.23 you have the right to insist upon appraisal of this tract by an independent appraiser, and if you do so the Iowa DOT will be responsible for securing the appraiser and paying for the cost of the appraisal. **If you wish for an independent appraisal to be completed, please complete and return the enclosed *Request for Independent Appraisal* form later than \_\_\_\_\_, 20\_\_.** If we do not receive a request for an independent appraisal by that date, we will assume you are waiving your right to an independent appraisal.

If you wish to submit an offer, please complete and return the enclosed *Offer to Buy* form, along with your payment, in the enclosed self-addressed envelope.

If no offers are received by \_\_\_\_\_, **20\_\_**, or no offer equals or exceeds the fair market value, and if no requests for an independent fee appraisal are received by that date, the property will be disposed of by the Iowa Department of Transportation by other means.

If a Request for Independent Appraisal is received we will refuse and return all offers received, if any. We will then secure and pay for an independent appraisal and upon completion of the appraisal send a new notice pursuant to section 306.23 to all interested parties, which notice requests new offers and includes the fair market value of the property based on the appraisal by the independent appraiser.

If you have any questions regarding this disposal, please contact me at 515-239-\_\_\_\_\_ .

Sincerely,

Property Manager  
Office of Right of Way

Enclosures

**Others Receiving Notice:**

**Request for Independent Appraisal**

County:  
Project:  
Parcel

The Iowa DOT has recently informed us of their intentions to dispose of the following tract:

(legal)

I (we) hold a purchase preference for the property as described in Section 306.23 of the Code of Iowa. As part of that preference I (we) have the right to be informed of the fair market value of the property as determined by an independent fee appraiser. The Iowa DOT is obligated to obtain and pay for an independent appraisal for the property. I (we) desire the amount determined as fair market value be provided to us by the Iowa DOT prior to our making any offers for the property.

Signed:

X \_\_\_\_\_

X \_\_\_\_\_

**APPENDIX**

**“D”**

**CONTRACTS**



Iowa Department of Transportation

OFFICE OF RIGHT OF WAY

AMES, IOWA 50010

AUCTIONEER'S AGREEMENT

(use for buildings only)

\_\_\_\_\_ agrees to conduct an auction sale of the buildings included on the attached list, all located \_\_\_\_\_, Iowa, at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

Upon receiving approval of this Agreement, approval will be granted allowing the purchaser the right to remove the items upon making full payment to the sale clerk.

The sale of the items included on the attached list, plus any additional listings, will be arranged and conducted, including the following itemized services, for a service fee charge in the amount of \_\_\_\_\_% (percent) of the sale receipts.

- 1. The advertising of said buildings, including descriptive information and the terms and conditions of the sale, in area newspapers in the form of a block type display advertisement (minimum of three runs). Proof of publication to be furnished to the Iowa Department of Transportation, Office of Right of Way, Property Management Section, Ames, Iowa, 50010.
2. The selling, including furnishing a qualified and competent clerk, and collecting at the time of the sale.
3. The acquiring of purchasers' names, signatures, and mailing addresses on the Agreement and Bill of Sale form for each building at the time of the sale.
4. Transmitting the gross receipts of the sale directly to the Cashier, Iowa Department of Transportation, Ames, Iowa, 50010. The proceeds shall be in the form of the Auctioneer's business check and made payable to the Iowa Department of Transportation.
5. The auctioneer is to announce that the items are being sold with the understanding that the purchaser will be responsible for the removal of the buildings purchased and that the Iowa Department of Transportation will not be responsible for any building once it has been sold. Terms of the sale are cash. The buildings must be removed to foundation or ground level by \_\_\_\_\_.
6. The auctioneer shall familiarize himself with the laws and ordinances covering auction sales in \_\_\_\_\_ County and the City of \_\_\_\_\_, Iowa.
7. The auctioneer is to announce that the buildings are to be removed. A \$\_\_\_\_\_ performance bond in the forms of a cashier's check, certified check or money order, made payable to the Iowa Department of Transportation, shall be submitted by the purchaser to the Iowa Department of Transportation representative in attendance at the time of the sale, and must sign the Agreement and Bill of Sale form.
8. The auctioneer is to announce that any building remaining on the premises after \_\_\_\_\_ may, unless the removal date has been extended by written consent of the Iowa Department of Transportation be removed, destroyed, or disposed of in any manner deemed feasible by the Iowa Department of Transportation without further notice or obligation to the Buyer and that the Buyer shall forfeit the performance bond posted in connection with the removal of the building. Buyer shall removal all debris resulting from moving operations and shall leave the building site reasonably clean. The Buyer is to cap the sewer and disconnect all existing utilities. The Buyer shall forfeit his performance bond upon failure to comply with these conditions. If all the terms of the sale are complied with, the bond will be returned.

I hereby certify that neither I, any partner, employee, or relative have any direct or contemplated future interest in items to be sold other than the fee to which I am entitled under the terms of this contract.

Attached Equal Employment Opportunity Agreement which is by this reference made a part hereof.

\_\_\_\_\_ Date Signed BY \_\_\_\_\_ Auctioneer

IOWA DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_ Date Signed BY \_\_\_\_\_ Douglas C. Bates Chief Property Manager



Iowa Department of Transportation

OFFICE OF RIGHT OF WAY

AMES, IOWA 50010

AUCTIONEER'S AGREEMENT

(use for miscellaneous items only)

\_\_\_\_\_ agrees to conduct an auction sale of the items included on the attached list. The sale will be held at \_\_\_\_, \_\_\_\_, \_\_\_\_\_ at a suitable indoor location to be provided by the auctioneer.

Upon receiving approval of this Agreement, approval will be granted allowing the purchaser the right to remove the items upon making full payment to the sale clerk.

The sale of the items included on the attached list, plus any additional listings, will be arranged and conducted, including the following itemized services, for a service fee charge in the amount of \_\_\_\_% (percent) of the sale receipts (not including sales tax).

1. The advertising of said items, including descriptive information and the terms and conditions of the sale, in area newspapers in the form of a block type display advertisement (minimum of three runs). Proof of publication to be furnished to the Iowa Department of Transportation, Office of Right of Way, Property Management Section, Ames, Iowa, 50010.
2. The auctioneer will locate and provide a suitable indoor location in \_\_\_\_, Iowa, at which to conduct the sale.
3. The auctioneer will move and relocate the sale items to the sale site.
4. The selling, including furnishing a qualified and competent clerk, and collecting at the time of the sale.
5. The acquiring of purchasers' names, signatures, and mailing addresses on the Agreement and Bill of Sale form for each building at the time of the sale.
6. Transmitting the gross receipts of the sale directly to the Cashier, Iowa Department of Transportation, Ames, Iowa, 50010. The proceeds shall be in the form of the Auctioneer's business check and made payable to the Iowa Department of Transportation. Auctioneer must announce that State Sales Tax is to be collected on the items. The auctioneer is to collect and submit a separate check in full payment of State Sales Tax for the sale of the miscellaneous items.
7. The auctioneer is to announce that the all items being sold with the understanding that they are being sold in an "as is" condition. Terms of the sale are cash.
8. The auctioneer shall familiarize himself with the laws and ordinances covering auction sales in \_\_ County and the City of \_\_\_\_, Iowa.

I hereby certify that neither I, any partner, employee, or relative have any direct or contemplated future interest in items to be sold other than the fee to which I am entitled under the terms of this contract.

Attached Equal Employment Opportunity Agreement which is by this reference made a part hereof.

\_\_\_\_\_

BY \_\_\_\_\_

Date Signed

Auctioneer

IOWA DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

BY \_\_\_\_\_

Date Signed

Douglas C. Bates  
Chief Property Manager



Iowa Department of Transportation

OFFICE OF RIGHT OF WAY

AMES, IOWA 50010

AUCTIONEER'S AGREEMENT

(use when buildings and miscellaneous items are to be sold)

\_\_\_\_\_ agrees to conduct an auction sale of the buildings, equipment, and other items, included on the attached list, all located \_\_\_\_\_, Iowa, at \_\_\_\_\_.

Upon receiving approval of this Agreement, approval will be granted allowing the purchaser the right to remove the items upon making full payment to the sale clerk.

The sale of the items included on the attached list, plus any additional listings, will be arranged and conducted, including the following itemized services, for a service fee charge in the amount of \_\_\_\_% (percent) of the sale receipts.

- 1. The advertising of said buildings, including descriptive information and the terms and conditions of the sale, in area newspapers in the form of a block type display advertisement (minimum of three runs). Proof of publication to be furnished to the Iowa Department of Transportation, Office of Right of Way, Property Management Section, Ames, Iowa, 50010.
2. The selling, including furnishing a qualified and competent clerk, and collecting full payment at the time of the sale.
3. The acquiring of purchasers' names, signatures, and mailing addresses on the Agreement and Bill of Sale form for each building at the time of the sale. (Bills of sale are not used for miscellaneous items.)
4. Transmitting the gross receipts of the sale directly to the Cashier, Iowa Department of Transportation, 800 Lincolnway, Ames, Iowa, 50010. The proceeds shall be in the form of the Auctioneer's business check and made payable to the Iowa Department of Transportation. Auctioneer must announce that State Sales Tax is to be collected on miscellaneous items. The auctioneer is to collect and submit a separate check in full payment of State Sales Tax for the sale of miscellaneous items.
5. The auctioneer is to announce that the items are being sold with the understanding that the purchaser will be responsible for the removal of the items purchased and that the Iowa Department of Transportation will not be responsible for any item once it has been sold. The auctioneer is to announce that all items being sold are being sold in "as is" condition. Terms of the sale are cash. The buildings must be removed to foundation or ground level by \_\_\_\_\_. All miscellaneous items must be removed by \_\_\_\_\_.
6. The auctioneer shall familiarize himself with the laws and ordinances covering auction sales in \_\_\_\_ County and the City of \_\_\_\_\_, Iowa.
7. The auctioneer is to announce that the buildings are to be removed. A \$\_\_\_\_\_ performance bond in the forms of a check or money order, made payable to the Iowa Department of Transportation, for each building by the Buyer shall be submitted by the purchaser to the Iowa Department of Transportation representative in attendance at the time of the sale, and the Buyer must sign the Agreement and Bill of Sale form.
8. The auctioneer is to announce that any building remaining on the premises after \_\_\_\_\_ may, unless the removal date has been extended by written consent of the Iowa Department of Transportation be removed, destroyed, or disposed of in any manner deemed feasible by the Iowa Department of Transportation without further notice or obligation to the Buyer and that the Buyer shall forfeit the performance bond posted in connection with the removal of the building. Buyer shall removal all debris resulting from moving operations and shall leave the building site reasonably clean. The Buyer is to cap the sewer and disconnect all existing utilities. The Buyer shall forfeit his performance bond upon failure to comply with these conditions. If all the terms of the sale are complied with, the bond will be returned.

I hereby certify that neither I, any partner, employee, or relative have any direct or contemplated future interest in items to be sold other than the fee to which I am entitled under the terms of this contract.

Attached Equal Employment Opportunity Agreement which is by this reference made a part hereof.

\_\_\_\_\_  
Date Signed

BY \_\_\_\_\_  
Auctioneer

IOWA DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date Signed

BY \_\_\_\_\_  
Douglas C. Bates  
Chief Property Manager

**ENGINEERING BUREAU  
IOWA DEPARTMENT OF TRANSPORTATION  
OFFICE OF RIGHT OF WAY  
CONTRACT FOR VALUE OPINION**

Contract No. \_\_\_\_\_

Project No. \_\_\_\_\_ in \_\_\_\_\_ County, Iowa

Contracting Appraiser or Firm \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State IA Zip \_\_\_\_\_

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the Iowa Department of Transportation, Ames, Iowa, (hereinafter referred to as Department) and \_\_\_\_\_(hereinafter referred to as Appraiser).

WHEREAS, the Department requires competent opinions as to the market value of certain tracts of land no longer needed in connection with the above identified highway project; and

WHEREAS, the Appraiser represents that he/she is knowledgeable of property values in the area and willing to render the value opinion in accordance with the standards contained in the UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE as promulgated by the Appraisal Standards Board of The Appraisal Foundation, and pursuant to the terms, provisions, and conditions hereof;

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The Appraiser shall prepare, sign, and furnish to the Department a separate written opinion of value for each parcel listed in the following Schedule of Properties and Fees:

<u>Parcel Number</u>	<u>Type of Property*</u>	<u>Fee</u>
----------------------	--------------------------	------------

The Department shall pay the Appraiser \_\_\_\_\_ (as itemized above) for services rendered under the terms of this agreement. Payment shall be requested in writing by the Appraiser. Such payment or portions thereof shall be made provided that the opinion of value complies with the requirements set forth in the Department's Appraisal Manual, and that no fee or estimate thereof is based on a percentage of the value of any parcel involved.

2. The Appraiser shall begin work on the assignment only after the contract has been approved by the Department and a completely executed copy has been returned to him/her with notice to proceed.
3. The Appraiser shall deliver the written opinion of value for each assigned parcel directly to the Property Management Section of the Office of Right of Way located in the Department's Highway Division headquarters in Ames, Iowa, on or before \_\_\_\_\_.
4. The Appraiser will prepare all opinions of value made hereunder independent of any other appraiser employed by the Department on the same assignment, and will not sublet or transfer any of the work to other persons or firms, and the Appraiser will not furnish to any other person, corporation, company, or agency a copy of the opinion of value or any information relative to the value contained therein.

\*The actual highest and best use of the property shall be determined within the appraisal by the Appraiser.  
Value Opinion.doc

5. It is understood that the Appraiser assumes full and unqualified responsibility for all claims and liability due to his/her or its own activities, or those of his/her or its agents, representatives, or employees. The Appraiser hereby releases and agrees to save and hold the Department harmless for all loss and damage of whatsoever nature arising from or growing out of such activities.
6. It is understood and agreed that the Department may at any time, at its option, cancel or terminate this agreement for any good and reasonable cause, including failure of the Appraiser to fulfill or discharge his/her duties, obligations, and performance hereunder, with respect to any or all parcels by notifying the Appraiser by certified mail of such intention. In the event of such cancellation or termination, the sole claim or title to any work (either partially or fully completed) shall be vested in the Department, and payment for said work will be made in accordance with this agreement for completed valuation opinions and on a negotiated and mutually acceptable basis for those valuation opinions not completed, provided that the negotiated settlement does not exceed the fee specified in Paragraph 1 hereof.
7. There shall be no reimbursement for revision or correction of a valuation opinion as a result of the Appraiser's failure to comply with all contract specifications or failure to properly consider the assignment.
8. The Appraiser warrants that he/she has not employed any company or person, other than a bona fide employee working solely for the Appraiser, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Appraiser, any fee, commission, percentage, brokerage fee, gifts, or any consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the Department shall have the right to annul this agreement without liability.
9. The Appraiser further warrants that he/she will personally inspect the property and base the valuation opinion on personal knowledge of real estate values and all relevant factors contributing to value on the parcel or parcels under consideration and that he/she has no direct or indirect, present or contemplated future personal interest in the parcels being valued.
10. Any protest, appeal or dispute concerning selection or a question of fact in connection with or relative to this agreement or the performance of any contractual obligation by either party hereunder shall be referred to the Department's Right of Way Director who shall hear and consider all of the evidence and notify the Appraiser, in writing, of his/her decision, and that decision shall be final and conclusive unless, within thirty (30) days from receipt of notification of such decision by the Right of Way Director, the Appraiser shall appeal, in writing, to the Project Development Division Director, who will review and consider both the evidence and the decision by said Right of Way Director, whereupon said Project Development Division Director shall make a final, conclusive, and binding determination and furnish the Appraiser a written copy thereof.
11. **NONDISCRIMINATION** - During the performance of this contract, the Appraiser, for himself/herself or itself, any assignees, and successors in interest agree as follows:
  - (a) **Compliance with Regulations:** The Appraiser shall comply with the Regulations relative to nondiscrimination and Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Relations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
  - (b) **Nondiscrimination:** The Appraiser, with regard to the work performed by him/her or it during the contract, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Appraiser shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- (c) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Appraiser for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Appraiser of the Appraiser's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of sex, race, color, or national origin.
  - (d) **Information and Reports:** The Appraiser will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to his/her or its books, records, accounts, other sources of information, and facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an Appraiser is in the exclusive possession of another who fails or refuses to furnish this information, the Appraiser shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
  - (e) **Sanctions for Noncompliance:** In the event of the Appraiser's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - (1) withholding of payments to the Appraiser under the contract until the Appraiser complies, and/or
    - (2) cancellation, termination, or suspension of the contract in whole or in part.
  - (f) **Incorporation of Provisions:** The Appraiser will include the provisions of Paragraph (a) through (f) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Appraiser will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, in the event an Appraiser becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Appraiser may request the State to enter into such litigation to protect the interest of the State, and, in addition, the Appraiser may request the United States to enter into such litigation to protect the interests of the United States.
12. The Appraiser shall be furnished a plat of the property to be valued, its legal description, area, dimensions where appropriate, access, title to be conveyed, and detailed restrictions attached to the sale.

Contracting Appraiser is a(n): (Check appropriate space)

- Individual       Firm
- Partnership     Corporation     Limited Liability Corporation

If a corporation, indicate state in which incorporated: \_\_\_\_\_ and date: \_\_\_\_\_

Company Name \_\_\_\_\_ IOWA DEPARTMENT OF TRANSPORTATION  
 Approval Recommended:

By \_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Property Manager

Address \_\_\_\_\_ Date \_\_\_\_\_

City \_\_\_\_\_ Approved:

State IA Zip \_\_\_\_\_

By \_\_\_\_\_

Douglas C. Bates  
Chief Property Manager

Date \_\_\_\_\_

**APPENDIX**

**“E”**

**EASEMENT  
FORMS**



Iowa Department of Transportation

State of Iowa
Floodway Easement Agreement - \_\_\_\_\_

County
Project No.
Parcel No.

THIS INSTRUMENT is made between the Iowa Department of Transportation, acting for the State of Iowa, and the CITY OF \_\_\_\_\_ in \_\_\_\_\_ County, Iowa:

WHEREAS, the City of \_\_\_\_\_ entered into an agreement with the \_\_\_\_\_ District of the U.S. Corps of Engineers under which the City agreed to furnish all necessary right of way for the contraction of "Unit B" of the proposed \_\_\_\_\_, Iowa, Local Flood Protection Project, identified as Project NCRRE-A, and

WHEREAS, the City now desires to acquire flowage easement rights for the purpose of construction and maintenance of a floodway for (waterway), and

WHEREAS, the City of \_\_\_\_\_, agrees to pay the Iowa Department of Transportation and the State of Iowa all costs to the Iowa Department of Transportation by reason of the construction of these floodway facilities. It is understood that the Department of Transportation is now planning a future road and bridge construction project on Primary Road No. \_\_\_\_\_ in the \_\_\_\_\_ area. Such construction may require the modification of flood walls now to be constructed by the City. The City agrees to reimburse the Iowa Department of Transportation in modifying and re-establishing the flood wall as may be required by the Department of Transportation future road and bridge construction project, and

WHEREAS, the Iowa Department of Transportation, acting for and on behalf of the State of Iowa has approved this floodway easement in accordance with the provisions of Sections 28E3, 28E4, 306A.7, 306.27, 455.118, and 455.218, Iowa Code, 1973

NOW KNOW YE, that the State of Iowa, in consideration of the agreements contained in said Floodway Easement Agreement and in conformity with the Acts of the General Assembly, in such cases made and provided, does hereby grant to the City of \_\_\_\_\_, the perpetual right, power, and privilege to occupy and use the following described parcels of land to construct and maintain a floodway including flood walls, channel widening, dikes, and levees for \_\_\_\_\_.

DESCRIPTION

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

IOWA DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_, Director Date \_\_\_\_\_
Highway Division

STATE OF IOWA )
)ss:
COUNTY OF STORY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me \_\_\_\_\_, A Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_, to me personally known, who being duly sworn did say that he/she is the \_\_\_\_\_, for the Iowa Department of Transportation, and that said instrument was signed on behalf of said Department by its authority and the said person as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said Department, by it voluntarily executed.

(SEAL)

\_\_\_\_\_(Sign in Ink)
\_\_\_\_\_(Type/Print Name)
Notary Public in and for the State of Iowa



# Iowa Department of Transportation

## RESOLUTION OF ABANDONMENT

WHEREAS, the District \_\_\_\_\_ Office has requested that part of the right of way located on/at \_\_\_\_\_ U. S. Primary Road No. \_\_\_ and U.S. Primary No. \_\_\_\_\_ in the City of \_\_\_\_\_, \_\_\_\_\_ County, Iowa, be abandoned. Said part to be abandoned is more particularly described as follows:

### LEGAL DESCRIPTION GOES HERE

Said land is a part of a tract acquired from \_\_\_\_\_ by \_\_\_\_\_ recorded on \_\_\_\_\_ Book \_\_\_\_\_, Page \_\_\_\_\_.

AND WHEREAS, in the opinion of the Iowa Department of Transportation, said part of present right of way is no longer necessary or required for use by the public for highway purposes and will not hereafter be required for construction or maintenance purposes for any highway of the State of Iowa;

NOW THEREFORE BE IT RESOLVED by the Iowa Department of Transportation that said part of present right of way herein described, together with any and all rights of the State of Iowa in and to the same are hereby abandoned, and the Iowa Department of Transportation, for itself and in behalf of the State of Iowa, hereby disclaims any right, title or interest in and to said part of present right of way or to the use thereof for any purpose whatsoever.

Signed this \_\_\_ day of \_\_\_\_\_, 20\_\_

IOWA DEPARTMENT OF TRANSPORTATION

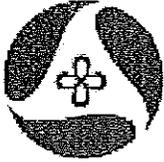
BY \_\_\_\_\_  
Martin J. Sankey  
Right of Way Director

STATE OF IOWA ) SS

On this \_\_\_ day of \_\_\_\_\_, 20\_\_, before me \_\_\_\_\_, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_, to me personally known, who being duly sworn did say that this person is acting on behalf of the Iowa Department of Transportation, and that said instrument was signed on behalf of said Department and the said instrument to be the voluntary act and deed of said Department and by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

Project #



# Iowa Department of Transportation

800 Lincoln Way, Ames, Iowa 50010

Date

The Iowa Department of Transportation has been authorized to proceed with the acquisition of Scenic Easements in your area. As your property may be affected by this program, we wish to provide you with as much information as possible on the history, purpose and scope of the program so that you better understand the intention of the easement rights which you may be asked to convey to the State of Iowa.

It is our most earnest hope that all property owners will accept the program in the spirit in which it was originally conceived--the desire to preserve for all of us, and future generations, an area which lends so much not only to the history and beauty of our state, but to other states as well.

In all programs of this type it is conceivable that owners may suffer personal loss because of the conveyance of interests or rights in their property. Others may gain over the years because there are certain beneficial effects to the scenic easement. We sincerely hope that in all contacts with this department you feel your rights have been considered fairly and that you have been adequately compensated for any property loss you may sustain. One thing is certain, information supplied freely to appraisers and negotiators will be thoroughly considered, and we will make every attempt to fairly consider the effect of the proposed easement on your property.

We invite you to read the attached summary which attempts to clarify the purpose or intent of this program.

Sincerely,

Chief Property Manager  
Office of Right of Way

:  
Enclosure

## The Scenic Easement

As in most other instances of easement acquisition, some misunderstanding arises over the terms and conditions imposed by easements. Property owners who convey land in fee are certain of one thing, they have conveyed all their interest in the property and thereby they have little interest or concern over the future use of the land. Easements, however, usually concern themselves with the exercise of certain rights of ownership in property, such as the right to use it, to lease it, to sell it, to enter it, or even to give it away. The scenic easement concerns itself primarily with permitted or non-permitted property uses. It is hoped that the following will clarify the more important aspects of this easement.

**Purpose** - The purpose possibly is already clear; however, it might be stated as "to preserve insofar as is reasonably possible, the natural scenic beauty of the roadside, to prevent unsightly developments which may tend to mar or detract from such natural beauty, or which may result in danger to travel, and to that end to exercise such reasonable controls over the land within the restricted area as may be necessary to accomplish this objective". To this end property owners are being asked to convey easements which impose certain restrictions on the future use and development of land in easement area.

**"Restricted" or "Easement" Area** - Many affected property owners misunderstood the term "Restricted Area". At this time it may generally be stated that the area within which the restriction or use applies has been established as all that land which lies within a variable distance of the highway centerline, or in other words, a strip of land of variable width, one boundary or side of which is the centerline of the highway. Thus a variable acreage from various owners might be expected to be affected depending on the present width of the highway right of way. The terms of the easement do not apply beyond a distance acceptable to both parties.

**Compensation** - To some extent the easement may be considered as a zoning ordinance similar to those in effect today in many cities, towns, and counties. One primary difference, however, might be noted. Zoning ordinances are normally applied by proceedings, without compensation, whereas with the scenic easement the possible effect of the restriction or use on property value is considered prior to asking the owner to actually convey a scenic easement, and the owner is offered compensation for a possible loss or damage to his property. Thus, if the property exhibits a marked desirability for a use other than a permitted use the owner will receive the appraised value of this difference as compensation. In cases where differences of opinion exist as to the value, the owner may retain the right to contest the appraised value by offering evidence of additional value that may not have been previously considered.

**Easement Terms** - In general, the terms and conditions or use prescribed are as follows:

1. The area must be maintained free of advertising signs and billboards.
2. Dumps established for the disposal of ashes, trash, rubbish, sawdust, garbage or offal, or any unsightly or offensive material are not permitted.
3. Trees or shrubs should not be destroyed, cut, or removed except when cutting is necessary in performing a permitted use, the intention being to preserve the wooded areas as far as is reasonably possible.
4. Future sales of land within the restricted area for building lots will be restricted to use for residential purposes only, and the lot for each residence so constructed must have a frontage distance on the highway of not less than 300 feet. In other words, the front width of the lot as measured along the highway must be at least 300 feet; however, the depth might be only 100 feet. The purpose again being to restrict, for safety reasons, the number of entrances to the highway and to eliminate congested areas.
5. General crop or livestock farming may be expanded, including addition or expansion of building. However, new use for other than residential or agricultural purposes is not permissible, and where another use exists it may not be expanded. The purpose again being to preserve the land in its present state insofar as possible and retain the picturesque beauty of the area as well as the many points of historical interest. Again it should be remembered that this restriction in use does not apply to land beyond the agreed distance from the centerline of the highway.

Various other restrictions or permitted uses, dependent on conditions, may be included in the terms of the easement. Where this is true you will find them included on the actual conveyance. It should also be noted that the easement in no way grants the public the right to enter or use the area described.

It is hoped that the foregoing brief explanation will serve to answer a few of the many questions which arise about the new scenic enhancement program. We will welcome your cooperation in assisting in the preservation of one of the most beautiful areas of our state.



Iowa Department of Transportation

State of Iowa
Floodway Easement - \_\_\_\_\_

THIS INSTRUMENT is made between the State of Iowa and the UNITED STATES OF AMERICA, witnesseth:

WHEREAS, the United States of America, under authority of Public Law 298, 89th Congress, approved 27 October 1965, has undertaken the development of a flood control project along the \_\_\_\_\_ River in the State of Iowa known as the \_\_\_\_\_, hereinafter called the "Project," and

WHEREAS, the State of Iowa has acquired substantial portions of the right of way for proposed Highway \_\_\_\_\_, along an alignment within the Project limits, and construction of Highway \_\_\_\_\_ along said alignment within the Project limits will interfere with the development and use of the Project by the United States, and

WHEREAS, the United States Department of the Army, Corps of Engineers, the United States Department of Commerce, Federal Highway Administration, and the State of Iowa have, by instrument dated \_\_\_\_\_, designated Contract No. \_\_\_\_\_, entered into agreements providing inter alia, that Highway \_\_\_\_\_ shall be constructed by the State of Iowa along an alternate alignment compatible with the needs of the Project, and that the State shall convey to the United States a flowage easement over those portions of right of way acquired by the State along said alternate alignment, lying a/at or below elevation 979 m.s.l., based on sea level datum of 1929, granting the perpetual right, power, and privilege to sue said property for Project purposes, including the right to overflow, flood, and submerge the lands and facilities lying thereon, as required in connection with the operation and maintenance of the Project by the United States, and

WHEREAS, the Executive Council of the State of Iowa has approved this flowage easement in accordance with the provisions of Section 306.39 and 306.40, Iowa Code, 1971.

NOW KNOW YE, that the State of Iowa, in consideration of the premises and the agreements contained in said Contract No. \_\_\_\_\_, and in conformity with the Acts of the General Assembly, in such cases made and provided, does hereby grant and convey to the United States of America and its assigns, the perpetual right, power, privilege and easement to overflow, flood, and submerge in connection with the operation and maintenance of \_\_\_\_\_, that part of the following described real estate and facilities lying thereon, being portions of the right of way of Highway No. \_\_\_\_\_, lying at or below elevation 979 feet m.s.l., based on sea level datum of 1929, attached hereto and made a part hereof, more particularly described as follows:

DESCRIPTION

IN TESTIMONY WHEREOF, I \_\_\_\_\_, Governor of the State of Iowa have placed by signature hereon and have caused the Great Seal of Iowa to be hereunto affixed. Given under my hand at Des Moines, Iowa, the \_\_\_\_ day of \_\_\_\_\_ in the year of our Lord, two thousand and \_\_\_\_\_.

By the Governor

\_\_\_\_\_

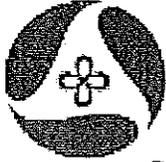
Secretary of State

Deputy

I hereby certify that the foregoing flowage easement is recorded in Vol. \_\_\_\_\_, Page \_\_\_\_\_.

Secretary of State

Deputy



# Iowa Department of Transportation

800 Lincoln Way, Ames, Iowa 50010

Date \_\_\_\_\_

When Communicating Refer To:

\_\_\_\_\_ County

Project No. \_\_\_\_\_

\_\_\_\_\_, Secretary  
Executive Council of Iowa  
State House  
Des Moines, IA 50319

Dear \_\_\_\_\_:

We are enclosing an Application to the Executive Council signed by \_\_\_\_\_, Right of Way Director of the Iowa Department of Transportation; together with plat, Order, and Agreement for the area. The proposed Flowage Easement to be granted to the United States of America.

The lands to be conveyed by Flowage Easement are \_\_\_\_\_, \_\_\_\_\_ County, Iowa, and are fully described in the documents enclosed herewith.

The Iowa Department of Transportation entered into an agreement with the U.S. Department of the Army Corps of Engineers and the Federal Highway Administration on \_\_\_\_\_, instrument designated Contract No. \_\_\_\_\_ (see attached Exhibit A). The aforementioned contract proposed that the State convey to the Corps a Flowage Easement over those portions of the highway right of way to be acquired by the State, lying at or below elevation 979.0 feet M.S.L., for the right to overflow, flood, and submerge the lands and facilities lying thereon in connection with the Corps' operation and maintenance of the project.

We have enclosed a portion of a strip map (Exhibit B) indicating the general location of the subject tracts.

It is respectfully requested that this Application be placed before the Executive Council for their consideration at the next meeting.

Please return the completed Flowage Easement executed by Governor \_\_\_\_\_ and the Secretary of State to this office.

Sincerely,

\_\_\_\_\_  
Chief Property Manager  
Highway Division

Enclosure

c: Executive Council of the State of Iowa



WHEREFORE, the Iowa Department of Transportation asks your Honorable Body to grant this flowage easement and authorize and direct the Governor of the State of Iowa and the Secretary of State of the State of Iowa, to make and execute a good and sufficient flowage easement conveying the real estate hereinbefore described to United States of America, under and by virtue of, and in accordance with the provisions of Sections 306A.3, 306A.7, 306.33, 306.34, and 313.1.

Dated at Ames, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

IOWA DEPARTMENT OF TRANSPORTATION

---

Right of Way Director  
Highway Division



# APPENDIX

“F”

# LAND TRANSFER FORMS

**INTERGOVERNMENTAL AGREEMENT AND  
TRANSFER OF JURISDICTION AND CONTROL OF CERTAIN LANDS  
TO THE IOWA DEPARTMENT OF \_\_\_\_\_**

**WHEREAS**, under the provisions of Chapters 306, 306A, and 313, Sections 28E.3, 28E.4, and Chapter 306.27 of the code of Iowa, and in accord with the purposes of Section 138 of the Federal-Aid Highway Acts of 1968, this agreement is made by and between the Iowa Department of Transportation and the Iowa Department of \_\_\_\_\_, both acting for the State of Iowa.

**WHEREAS**, the State of Iowa acquired certain land in connection with the construction of *(route number)*, and

**WHEREAS**, this tract is not presently needed nor is it necessary for the improvement or maintenance of *(route number)*, and

**WHEREAS**, the Iowa Department of *(name of office)* has requested that the jurisdiction and control over the tract be granted and transferred to said Iowa Department of *(name of office)* for *(mitigation)* concerning the permanent highway right of way acquisition,

**WHEREAS**, such a transfer of jurisdiction from the Iowa Department of Transportation to the Iowa Department of *(name of office)* will have the effect of preserving state owned land for a continued public use by another state agency, and

**WHEREAS**, it is understood and agreed that the Iowa Department of *(name of office)* shall maintain all drainage, drain tiles and erosion control and shall assume full future responsibility therefore, *(and agrees any construction on the property will tie into the natural ground line at the new right of way line, 30.5 meters west of centerline)*,

**WHEREAS**, it is understood and agreed that should the Iowa Department of *(name of office)* transfer or convey said tract of land for any use other than currently contemplated, the Iowa Department of *(name of office)* will construct, at its expense and the Iowa Department of Transportation's specifications and location, the remaining right of way access control fence. This covenant shall run with the land and is binding on the successors or assigns of the Iowa Department of Public Safety.)

**WHEREAS**, it is the recommendation of the District *(number)* Office, with the concurrence of the Office of Right of Way, that this land be transferred to the jurisdiction and control of the Iowa Department of *(office name)* for the aforementioned use.

**NOW, THEREFORE, BE IT RESOLVED**, that with the Iowa Department of *(office name)* assumption of jurisdiction and perpetual control, use and maintenance of the following described tract, the Iowa Department of Transportation hereby grants, transfers, and relinquishes to the Iowa Department of *(office name)* the jurisdiction, perpetual control, and use of the tract of land described as follows:

\*Insert Legal

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

\_\_\_\_\_  
N. J. Richardson, Director  
Iowa Department of Transportation

STATE OF IOWA, \_\_\_\_\_ COUNTY, §:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared N. J. Richardson, to me personally known, and who, being by me duly sworn, did say that she is the Director of the Iowa Department of Transportation; that she signed this deed on behalf of the State of Iowa.

(SEAL)

\_\_\_\_\_  
(Sign in Ink)  
Notary Public in and for said State of Iowa

Approved as to form:

By \_\_\_\_\_ Date \_\_\_\_\_  
Mark J. Schouten  
Special Assistant Attorney General

\*County  
\* Project No., \*Parcel No.



### NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: \_\_\_\_\_  
\_\_\_\_\_

You and each of you are hereby notified:

(1) The written contract dated \_\_\_\_\_, \_\_\_\_\_, and executed by  
as Vendors, and \_\_\_\_\_, \_\_\_\_\_, as Vendees,  
for the sale of the following described real estate:

has not been complied with in the following particulars:

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_
- (d) \_\_\_\_\_

Total

(2) The contract shall stand forfeited unless the parties in default, within 30 days after the completed service of this notice, shall perform the terms and conditions in default, and in addition pay the reasonable costs of serving this notice.

(3) The amount of attorney fees claimed by the Vendors pursuant to Section 656.7 of the Code of Iowa is \$ \_\_\_\_\_ (not to exceed \$50.00). Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture.

\_\_\_\_\_  
\_\_\_\_\_  
Vendors (or Successors in Interest)

By \_\_\_\_\_  
Their Attorney—

Address: \_\_\_\_\_  
\_\_\_\_\_

Chapter 656, The Code

#### ACKNOWLEDGEMENT OF SERVICE

The undersigned hereby acknowledge due, timely and legal service of this notice, and acknowledge receipt of a copy at the time and place set opposite their respective names.

	Date of Service	Place of Service
_____	_____	_____
_____	_____	_____
_____	_____	_____

MEMO AND AFFIDAVIT OF SERVICE

STATE OF IOWA,

County of \_\_\_\_\_

} ss.

The undersigned, first being duly sworn, upon oath deposes and states that ... he served the notice on the obverse side hereof on each of the persons to whom said notice is addressed, and named below, by delivering a copy of said notice to each of said persons at the time and place set opposite their respective names. to-wit:

Name	Month	Day	Year	City, Town or Township	County	State

Subscribed in my presence and sworn to before me by said affiant this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for said County and State



### AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

TO WHOM IT MAY CONCERN:

STATE OF IOWA

COUNTY OF \_\_\_\_\_ } ss:

The undersigned, first being duly sworn upon oath [or upon affirmation] deposes and states:

That the relationship of the undersigned to this transaction appears from the Notice of Forfeiture of Real Estate Contract, hereto attached, together with return[s] of service thereof; which Notice and return[s] are by this reference made a part of this affidavit as fully as if set forth herein: that by reason of such relationship the facts herein stated are within the personal knowledge of such affiant.

That the parties served, as shown by said returns, included all parties in possession of said real estate at the time of service of said notice.

That, as shown by such returns, more than 30 days have passed since the service of such Notice.

That the default[s] mentioned in said Notice [has] [have] not been removed nor performed nor paid in any amount by said vendee[s] nor by anyone; and that therefore the terms and conditions as to which there is and has been a default have not been performed within the 30 days mentioned in said Notice, nor at any time by anyone; nor has any sum been offered or tendered by said vendees or anyone; that vendor[s] have [has] retained possession of said real estate following the expiration of said 30 day period.

That the Real Estate Contract mentioned in said Notice specifically provides for the forfeiture of the vendee[s] rights in such contract in accordance with Code Chapter 656.

That none of the parties upon whom such Notice of Forfeiture was so served, was at the time of the service of said Notice upon them or at the time of making this affidavit, in the military service or with the Armed Forces of the United States of America, or are they or any of them in any way entitled to any rights under the Soldiers' and Sailors' Civil Relief Act or similar act or acts amendatory thereof or supplementary thereto.

That this affidavit is made as supporting proof, record and notice, that the contract referred to in said Notice of Forfeiture is now null and void, stands forfeited and cancelled and is of no force and effect whatsoever.

\_\_\_\_\_  
Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for The State of Iowa.

The space as indicated above, is reserved to conveniently "tailor" for special situations and to set forth facts to sustain notice by publication or for both of such purposes. See Sections 654.3; R.C.P., 10, 10.1 and 12. Suggested: That Personal Service could not and cannot be made upon \_\_\_\_\_ and \_\_\_\_\_ in the State of Iowa; that on the \_\_\_\_\_ day of \_\_\_\_\_, a copy of said Notice was sent by ordinary mail addressed to said (party) (parties) at their last known mailing address, to-wit: \_\_\_\_\_

Code Chapter 656

#### RECORDER'S CERTIFICATE

STATE OF IOWA, COUNTY OF \_\_\_\_\_, ss:

The undersigned Recorder in and for said County in the State aforesaid, hereby certifies that the foregoing affidavit together with Notice and returns thereto attached was filed in the said Recorder's Office by the party or parties causing said Notice to be served as shown by the Notice, on the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Recorder

800 Lincoln Way, Ames, IA 50010

515-239-1300 (telephone)  
515-233-7859 (fax)

, 20\_\_

**TO WHOM IT MAY CONCERN:**

This is to inform you that the Iowa Department of Transportation will offer the following for sale on , 2007:

**NOTE:** This information is available on the web at: [www.iowadotlandsales.com](http://www.iowadotlandsales.com)

Sale No. COUNTY - (LAND, HOUSE TO BE REMOVED, ETC.)

Agent -  
515-239- Bids are due by 1:00 p.m., , 20\_\_

For the sale of (paragraph) OR (the following items-----)

Item :

These items are located at . These items will be open for inspection on from until . These items must be removed from the site intact and may not be demolished for salvageable materials. The purchaser will have until to remove these items .

Appraised Value: \$  
Terms: Cash

Bid forms may be obtained at the inspection or by contacting , Property Manager, Iowa Department of Transportation, 800 Lincoln Way, Ames, IA 50010 or 515-239-1300.

Sale No. COUNTY - (LAND, HOUSE TO BE REMOVED, ETC.)

Agent -  
515-239- Bids are due by 1:00 p.m., , 20\_\_

For the sale of (paragraph) OR (the following items-----)

Item :

These items are located at . These items will be open for inspection on from until . These items must be removed from the site intact and may not be demolished for salvageable materials. The purchaser will have until to remove these items .

Appraised Value: \$  
Terms: Cash

Bid forms may be obtained at the inspection or by contacting , Property Manager, Iowa Department of Transportation, 800 Lincoln Way, Ames, IA 50010 or 515-239-1300.

Sale No. COUNTY - (LAND, HOUSE TO BE REMOVED, ETC.)

Agent -  
515-239- Bids are due by 1:00 p.m., , 20\_\_

For the sale of (paragraph) OR (the following items-----)

Item :

These items are located at . These items will be open for inspection on from until . These items must be removed from the site intact and may not be demolished for salvageable materials. The purchaser will have until to remove these items .

Appraised Value: \$  
Terms: Cash

Bid forms may be obtained at the inspection or by contacting , Property Manager, Iowa Department of Transportation, 800 Lincoln Way, Ames, IA 50010 or 515-239-1300.

Bids will not be considered unless they are made on an appropriate Property Management bid form. Requests for bid forms may be made by telephone. All bids must be received by 1:00 p.m. on the day of the specified bid opening. The bid form contains instructions for submitting bids, terms, conditions and restrictions of the sale.

IOWA DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY OFFICE  
PROPERTY MANAGEMENT SECTION

\* County

\*

Parcel No. \*

IN THE MATTER OF THE )  
SALE OF CERTAIN LAND ) CERTIFICATE OF PAYMENT AND REQUEST FOR PATENT

TO: THE GOVERNOR AND SECRETARY OF STATE OF THE STATE OF IOWA:

COMES NOW THE IOWA DEPARTMENT OF TRANSPORTATION AND RESPECTFULLY STATES:

That heretofore the State acquired title to real estate in \* County, as fully described below.

\*Legal Description indented from both sides

That in the judgment of the Iowa Department of Transportation, the said real estate is not now, nor will hereafter be needed or required in connection with, or for the improvement, maintenance or use of any Primary Highway of the State of Iowa.

That the said Iowa Department of Transportation, after fully examining the proposed sale and being advised in the premises did on the \_\_\_ day of \_\_\_\_\_, \_\_\_, approve a sale of said real estate to (Names only/Address/City/State) for the sum of \$\_\_\_, all of which has been paid.

This \_\_\_ acre tract of land, appraised on \_\_\_, has an appraised fair market value of \$\_\_\_ or \$\_\_\_ per acre. The name of the person(s)/entity making the final payment is/are \*(Names only). The person(s)/entity entitled to the Patent is/are \*(name & how they want it on Patent/address/City/State/Zip), \*by virtue of an assignment from the original purchaser \* \_\_\_ a (copy/copies) of which assignment (is/are) attached and made a part hereof.

That the statements made and contained in this Certificate of Payment and Request for Patent are true and correct, that a Patent has not been issued to the purchaser, and that all of the provisions of Sections 10.6, 306.22, 306.23, 306.24, and 306.25, Iowa Code, have been fully complied with.

That the Governor of the State of Iowa and the Secretary of State of the State of Iowa are hereby requested to execute a good and sufficient deed of conveyance conveying said real estate hereinbefore described

to \*

under and in accordance with the aforesaid statutory provisions and form of deed presented with this Certificate of Payment and Request for Patent is hereby approved.

Dated at Ames, Iowa, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

IOWA DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Martin J. Sankey  
Right of Way Director  
Highway Division

800 Lincoln Way, Ames, IA 50010

515-239-1300 (PHONE)

515-239-7859 (FAX)

(DATE)

**When Communicating Refer To:**

(COUNTY)

(PROJECT)

Parcel No.

State Land Patent

State Land Office  
Office of the Secretary of State  
State House  
Des Moines, IA 50319

Attention: \_\_\_\_\_

**RE: Release of Restrictive Covenants**

I am enclosing a Release of Restrictive Covenant and a copy of the plat to release mineral rights on a tract of land conveyed to \_\_\_\_\_ by patent no. \_\_\_\_\_.

Please have the Secretary of State sign and seal the Certificate and return the Patent to this office.

Sincerely,

\_\_\_\_\_  
Property Management

Enc.

\* County  
Project #  
Parcel No. \*  
State Patent No.

IN THE MATTER OF THE )  
USE OF PROPERTY CONVEYED ) RELEASE OF RESTRICTIVE COVENANTS  
BY STATE PATENT NO. \*\*\* )

TO: THE GOVERNOR AND SECRETARY OF STATE OF THE STATE OF IOWA:

COMES NOW THE IOWA DEPARTMENT OF TRANSPORTATION AND RESPECTFULLY STATES:  
That the State Land Office did on (DATE), issue State Patent No.\*\*\*, conveying land adjacent to (LOCATION), to (Owner).

That the land conveyed by said State Patent contained the following covenant:

*(EXAMPLE: "The State shall retain all mineral rights on the tract of land.")*

That the Governor and the Secretary of State of the State of Iowa by their signatures hereon, shall release this restriction from the aforementioned State Patent, declaring it to be null and void in this respect only, and that this release shall be attached to the original conveyance, and be made a matter of public record, and shall have the force and effect of relinquishing and releasing said restriction, contained in the State Patent No. \*\*\* filed for record on the \_\_\_ day of \_\_\_, 20\_\_\_, Book\*\*\*\*, Page \*\*\*\*.

"Release of the aforesaid restriction shall not waive any other lawful restriction upon the use of the premises otherwise prohibited by the laws of the state, local zoning ordinances, rules or regulation, or any other laws which shall remain in full force and effect."

The following covenants and agreements shall remain with the title and be binding on the purchaser, his heirs and assigns:

(The following language should be used if the Patent conveying title contained other restrictions)

*(EXAMPLE:*

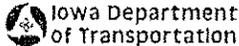
*"Direct access between the above described parcel and Interstate Route No. 35 is prohibited.*

*Commercial billboards, advertising signs, and signs advertising enterprises located on the premises, will not be erected except as provided in existing Federal legislation. Such billboards and signs will be erected with the strict understanding that if and when any legislation is enacted by the State legislature pertaining to such advertising, any existing billboards, signs or other advertising will be brought into compliance with such legislation on or before the expiration of the two year period immediately following the effective date thereof.")*

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

\_\_\_\_\_  
Chester J. Culver, Governor

\_\_\_\_\_  
Michael A. Mauro, Secretary of State



FIELD(Agent), Office of Right of Way, 600 Lincoln Way, Ames, IA 5001 515-239-FIELD(Phone)

AFFIDAVIT CONFIRMING ERROR ON PLAT

STATE OF IOWA )
) ss.
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, an employee of the Department of Transportation, State of Iowa state as follows:

That I am a duly Registered Land Surveyor under the laws of the State of Iowa and prepared an original plat known as Right of Way, Exhibit "A" Plat \_\_\_ of \_\_\_ and recorded in the records of the FIELD( County) County Recorder, as/in \_\_\_\_\_.

That an error in the data shown on said plat has been detected by subsequent examination.

That the error is as follows:
(INSET DESCRIPTION)

That said error should be corrected as follows:
(INSET DESRCRIPTION)

That I make this affidavit in order that the same may be filed for record under the provision of Section 409.32 of the Code of Iowa, as amended.

Dated this \_\_\_ day of \_\_\_\_\_, 1\_\_.

\_\_\_\_\_  
Signed Registration No.

STATE OF IOWA, COUNTY OF \_\_\_\_\_, ss:

On this \_\_\_ day of \_\_\_\_\_, 1\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

(SEAL)
\_\_\_\_\_  
(Sign in Ink)
\_\_\_\_\_  
(Print/Type Name)
Notary Public in and for said State of Iowa

FIELD(County) County Project No. FIELD(Project)
FIELD(Name) /FIELD(Name1) (Parcel FIELD(Parcel))



Preparer Information: \_\_\_\_\_, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010, 515-239-

**STATE OF IOWA  
IOWA DEPARTMENT OF TRANSPORTATION  
QUITCLAIM DEED  
TO \_\_\_\_\_, IOWA**

The Iowa Department of Transportation, by \_\_\_\_\_, Director, acting for the State of Iowa by authority of Iowa Code Section 306.42, hereby quitclaims, grants and conveys unto \_\_\_\_\_, IOWA, all rights, easements, title and interest in all land used as street and highway right of way, all roadway, and all right of way and roadway appurtenances thereto, together with any other lands and interests in land which may have been acquired by prescription and by adverse possession and by any other title instrument and by the public's use thereof as a public roadway, and any bridges, culverts or structures that may be situated thereon, to the following described roadway situated in \_\_\_\_\_ County, Iowa, to-wit:

That portion of former Primary Road No. \_\_\_\_\_, which is now a part of the local (municipal street) (secondary road) system,

**INSERT DESCRIPTION**

Title and interest to part of the above described roadway was acquired by the State of Iowa through the following title instrument(s) filed and recorded in the records of \_\_\_\_\_ County, Iowa.

**GENERAL LOCATION**

<u>Grantor</u>	<u>1/4 1/4, Sections, Lots, Blocks</u>	<u>Section Township Range</u>	<u>Type Instrument</u>	<u>Date Filed</u>	<u>Book</u>	<u>Page</u>
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Title and interest to any remainder of the above described roadway has never been conveyed by title instruments to the State of Iowa. All available descriptions, plats, maps, or engineering drawings will be transmitted in accord with Iowa Code Section 306.42(1).

This transfer is subject to the rights of all utilities in possession of any right of way and all rights of ingress and egress whether excepted, reserved, or granted by the transferring authority to land or to owners of land adjacent to the above described roadway.

This transaction is exempt from transfer tax and a declaration of value because the State of Iowa is the grantor, pursuant to Iowa Code Section 428A.2(6).

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

\_\_\_\_\_  
\_\_\_\_\_, Director  
Iowa Department of Transportation

STATE OF IOWA, STORY COUNTY, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_, to me personally known, and who, being by me duly sworn, did say that he is the Director of the Iowa Department of Transportation; that he signed this deed on behalf of the State of Iowa by authority of Order No. \_\_\_\_\_ of the State Transportation Commission dated \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Notary Public in and for said State of Iowa.  
My Commission expires: \_\_\_\_\_.

(NOTARIAL SEAL)

Approved as to form:

\_\_\_\_\_  
Special Assistant Attorney General

By \_\_\_\_\_  
(Date)  
Assistant Attorney General



Iowa Department of Transportation

STATE OF IOWA
IOWA DEPARTMENT OF TRANSPORTATION
QUITCLAIM DEED

TO \_\_\_\_\_, IOWA

The Iowa Department of Transportation, by N. J. Richardson, Director, acting for the State of Iowa by authority of Iowa Code Section 306.42, hereby quitclaims, grants and conveys unto \_\_\_\_\_, Iowa, all rights, easements, title, and interest in all land used as streets and highway right of way, all roadway, and all right of way and roadway appurtenances thereto, together with any other lands and interests in land which may have been acquired by prescription and by adverse possession and by any other title instrument and by the public's use thereof as a public roadway, and any bridges, culverts, or structures that may be situated thereon, to the following described roadway situated in \_\_\_\_\_ County, Iowa, to-wit:

That portion of former Primary Road No. \_\_\_\_\_, which is now a part of the local (municipal street) (secondary road) system,

(Legal description goes here)

Title and interest to part of the above described roadway was acquired by the State of Iowa through the following title instrument(s) filed and recorded in the records of \_\_\_\_\_ County, Iowa.

Title and interest to any remainder of the above described roadway has never been conveyed by title instruments to the State of Iowa. All available descriptions, plats, maps, or engineering drawings will be transmitted in accord with Iowa Code Section 306.42(1).

This transfer is subject to the rights of all utilities in possession of any right of way and all rights of ingress and egress whether excepted, reserved, or granted by the transferring authority to land or to owners of land adjacent to the above described roadway.

This transaction is exempt from transfer tax and a declaration of value because the State of Iowa is the grantor, pursuant to Iowa Code Section 428A.2(6).

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

N. J. Richardson, Director
Iowa Department of Transportation

STATE OF IOWA, STORY COUNTY, §:

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared N. J. Richardson, to me personally known, and who, being by me duly sworn, did say that she is the Director of the Iowa Department of Transportation; that she signed this deed on behalf of the State of Iowa.

(SEAL)

(Sign in Ink)

(Print or Type Name)

Notary Public in and for said State of Iowa

Approved as to form:

By: \_\_\_\_\_ (Date) \_\_\_\_\_
Mark J. Schouten
Special Assistant Attorney General