Office of Right of Way

Right of Way Information Packet

June 2007

RIGHT OF WAY INFORMATION PACKET
For Local Public Agency Federal/State-Aid Projects

NOTE: The goal of this manual is to provide current information in an ever changing world. Providing this manual through an electronic format allows updates and modifications to be added much faster than through paper manuals. If you are using a paper version of this manual please consult the electronic version for the most current information. Should you wish to contact someone concerning the manual please, visit our web site at www.iowadot.gov/rightofway/propertymanage/lpacs.html or contact the Property Management Section, Office of Right of Way, Iowa Department of Transportation, 800 Lincoln Way, Ames, IA 50010, or (515) 239-1300.

NOTE: This manual has been developed for projects receiving state and/or federal highway funding in any portion of the project. While the information contained within this manual may be applicable for other public improvement projects, we recommend contacting the appropriate funding agency prior to initiating right of way processes to ensure the appropriate funding sources are not jeopardized.

NOTE: This manual contains links to other sites providing additional information for the various topics. These links have been located at the end of individual discussions and are highlighted in blue. Please click on the links to be routed to the additional resources.

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RIGHT OF WAY PROCESS

WORK FLOW CHART

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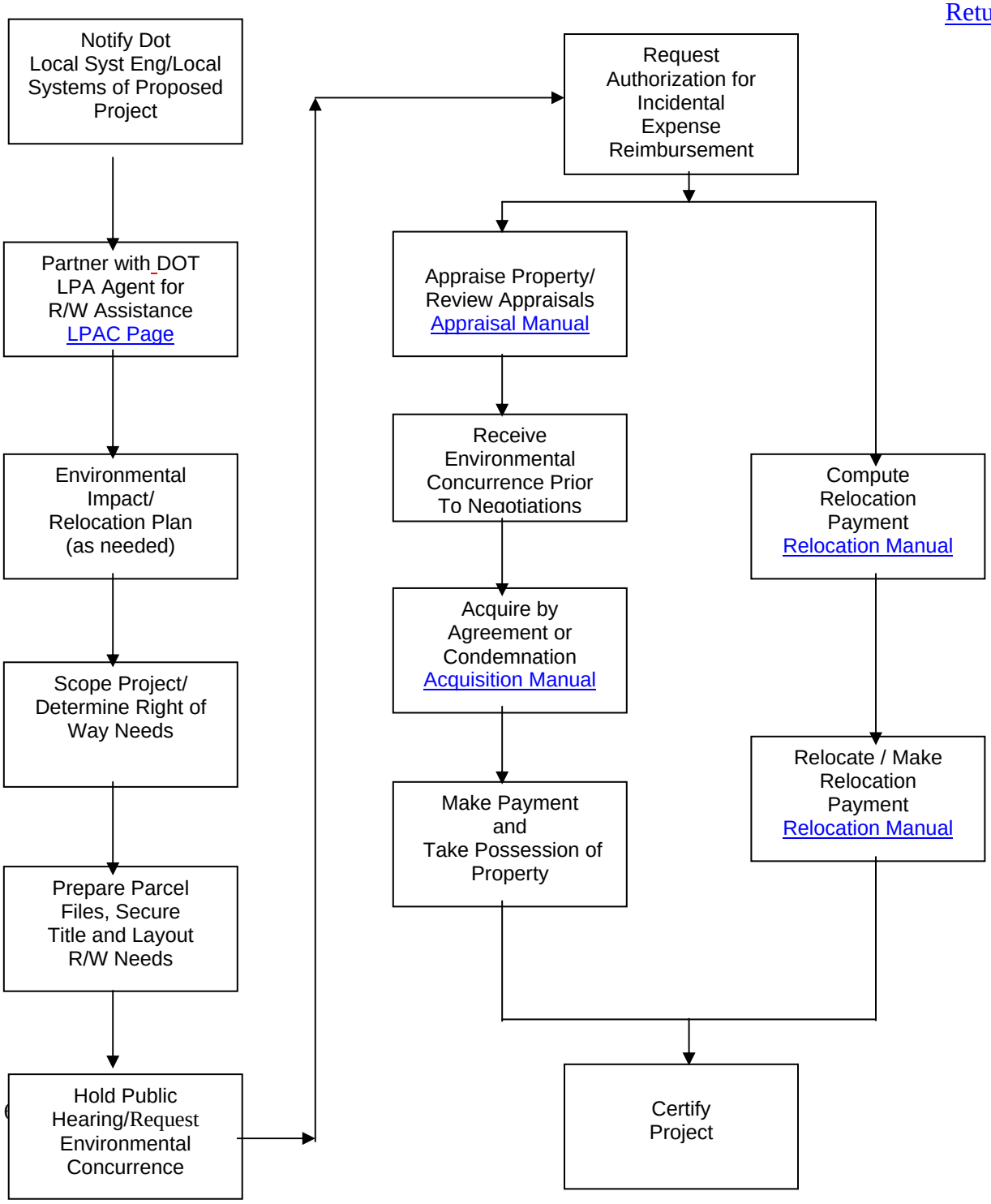

RIGHT OF WAY INFORMATION PACKET
For Local Public Agency Federal/State-Aid Projects

FOREWORD

We hope to become your partner as you proceed through the portion of your project involving right of way. So that we might start our partnership off on the right foot, this manual has been written in an informal style. We hope you will find this manual easy to read and a valuable resource in the future.

This instructional manual has been prepared to help Local Public Agencies (LPAs) in the development of their right of way programs. *We* (the DOT) want to develop a partnership with *you* (the LPA). Our goal is to provide assistance enabling right of way to be acquired in a manner that will not jeopardize federal funding for your projects.

The Work Flow Chart of the Right of Way process shows the major steps involved.

All of us would like to improve processes, make our work easier, and accomplish our goals faster. Unfortunately, there are no "short cuts" to accomplish the right of way portion of your project. Even if there is no federal or state funding in the acquisition of right of way, these procedures must be followed if any federal-aid is used in the project, and State Law applies to all projects.

If you need help, the Property Management Section of the Office of Right of Way, Iowa Department of Transportation, is ready and willing to help you.

INTRODUCTION

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Iowa laws relating to highways and acquisition are included in Iowa Code Chapters 6A, 6B, 28E, 306, 306A, 306B, 306C, 313, and 316. Iowa Administrative Code (IAC) 761, Chapter 111.

Federal statutory requirements for right of way programs are contained in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (referred to as the Uniform Act). Regulations implementing the requirements of the Uniform Act are contained in 49 CFR, Part 24 (Title 49, Part 24, Code of Federal Regulations) titled Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Programs. Title 23 USC -- Highways, covers other regulations from the Federal Highway Administration.

State law and implementing regulations do not distinguish between federal-aid and non federal-aid right of way projects. The Uniform Act applies if there is Federal funding, or if the use of federal funds is anticipated, in any phase of project costs. The Iowa DOT and local public agencies (LPAs) acquiring property or causing displacements from real property must comply with the Uniform Act and implementing regulations to receive funds from a federal grant, contract or agreement. Compliance by LPAs is found as a stipulation of the funding agreement for each project.

This manual is divided into nine chapters and six indexes. The manual will take you through the right of way process from start to finish. The authors and editors of this manual hope that you, the reader, will find the information of value. If you have comments on the content, please direct them to the address and/or phone number found in the Summary.

ADDITIONAL RESOURCE LINKS

Federal Guidelines http://www.fhwa.dot.gov/legsregs/legislat.html

State of Iowa, Iowa Code http://www.legis.state.ia.us/IowaLaw.html

Iowa DOT, Office of Right of Way Policies and Procedures Manuals
http://www.iowadot.gov/rightofway/default.htm

CHAPTER ONE
General Guidelines

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Goal of This Chapter

This chapter is designed to provide general guidelines to consider when planning right of way activities for Federal/State -Aid projects. This chapter will discuss the following topics:

- everyone's role
- planning and lead time
- federal funding guidelines
- environmental and public involvement requirements
- contracting work and agreements
- qualifications of right of way personnel, and
- authorization for right of way activities

Everyone's Roles in the Process

We all have a stake in your project, so we should start by exploring everyone's roles and responsibilities.

- *Involving our Federal Partner*

Acquiring right of way for a public project often requires several partners. Your next project may require a cooperative effort involving you at the local level, the Iowa DOT at the state level and the Federal Highway Administration (FHWA) at the federal level. The Iowa DOT has already developed a partnership with FHWA for the benefit of everyone. This partnership has evolved to the point where FHWA holds the DOT responsible to ensure that right of way on all federally funded street and road projects in Iowa is acquired in accordance with federal guidelines.

FHWA has already reviewed the Iowa DOT right of way processes to ensure compliance with federal laws and regulations. So, if you develop your right of way processes in compliance with Iowa DOT policies, you will automatically comply with state and federal requirements. As a result FHWA is a "silent partner" in the vast majority of local projects.

- *Guidance*

In order for your project to receive state and federal funding there are a multitude of laws and regulations to which you must adhere. One of our primary functions is to help you ensure that your federal funding is not jeopardized as a result of right of way activities. In other words, we hope to explain not only what should be done, but also what should not be done. For example, following procedures from any of the Iowa DOT right of way manuals will point you in the right direction and limit future problems. Your LPA Coordinator will be happy to supply any of these manuals at your request. In addition links have been provided throughout this manual to provide access to these manuals electronically.

From time to time LPAs decide that they want to develop their own written policies and procedures manuals. Should you elect to develop your own manual, please be aware that your policies and procedures manual will be subject to DOT and FHWA review and acceptance *prior* to use on a federal-aid project.

The exchange of information is vital to the success of any partnership. You and your LPA Coordinator will need to communicate to ensure your project's success. Your project will determine the extent of communication necessary but, when in doubt, contact your LPA Coordinator.

From time to time you or your LPA Coordinator will request a face-to-face meeting. This type of meeting may be used as a "brainstorming" session where new ideas can be discussed. Both of us may learn a new way of doing things through this effort. We believe there is a critical need to have these meetings **early** in your project to avoid problems in the future.

- *Monitoring*

Monitoring provides a challenge for both you and the DOT. If all of us view monitoring from a positive perspective, our partnership will be more successful. We are charged with monitoring your projects. Our primary objective in the monitoring effort is to ensure that you do not jeopardize the federal funding you

have requested. We want to ensure that monitoring does not develop into an adversarial relationship, but we can only succeed with your cooperation.

The areas to be monitored include management, design, appraisal, acquisition, relocation assistance, title and closing, condemnation and property management. Obviously your project may not include all of these disciplines.

One of our early monitoring concerns involves ensuring that you have the necessary resources to adequately address the right of way issues of your project. We would like to assist you in reviewing your resources and provide ideas for accommodating any shortfalls. We are also available early in your project to help in your assessment of lead time and project scoping issues. These topics will be covered in greater detail later in this manual.

Should monitoring discover areas that require attention, we will point out the potential problems and offer alternatives for remedy. You may utilize our suggestions or develop your own resolutions, provided all partners agree.

- *Your Responsibility*

Your agency is responsible for acquiring the necessary right of way for the construction and maintenance of the proposed facility in accordance with all applicable federal and state laws and regulations. You must consider not only right of way acquired in fee simple, but also permanent easements (slopes, drainage, etc.), temporary easements (construction, borrow, etc.), licenses and any other agreements required for entering onto or use of land or property rights for construction and maintenance activities.

You may or may not choose to involve federal funds in your right of way efforts. In case federal funds are utilized in *any* portion of the project, all requirements of the *Uniform Act* apply. We are available to assist you with compliance, but remember, ultimately ***this is your project and compliance is your agency's responsibility.*** Your agency is expected to certify compliance with all applicable laws and regulations. Failure to comply will jeopardize your funding requests.

Planning/Lead Time

What Local Public Agency has enough time in today's world? We're sure that you are no exception. To compound your time management concerns, one of the most significant challenges in acquiring right of way is that we're dependent on factors

over which we may have little or no control. Delays may be encountered from property owners, title companies and the court system, just to mention a few. If you or your staff has other duties in addition to your project right of way assignments, time management becomes an even larger problem. We believe the only reasonable answer to these time management problems is to provide yourself with enough lead time to succeed, rather than set yourself up for failure.

The following is a schedule estimate of right of way activities for an average project such as a widening job containing ten or so parcels. Some time frames for functions may overlap, and complex projects will require much more time. We have not provided estimates for Relocation Assistance, as these types of parcels can only be estimated on a case-by-case basis. Please remember, Relocation Assistance *will* require significant time, and your LPA Coordinator is available to help you estimate the time needed.

R-1 Layout & Legal - Preparation of the right of way plans, plats, legal descriptions and title reports.....4 Months

R-2 Appraisal and Appraisal Review - Time to prepare and review appraisals. .....4 Months

R-3 Negotiations - Notice of Proposed Public Improvement and Authorization to Acquire (per Iowa Code § 6B.2A) Negotiator making contact, securing signatures on contract, and closing transaction. .....7 Months

R-4 Condemnation - Preparation of Condemnation notice, requesting selection of commissioners, serve notices as required, and making payments. Filing necessary notices, required publications and property owner mailings. .....6 Months

TOTAL .....21 Months

Federal Funding Guidelines

Title 23, U.S.C. requires that costs for appraisal, negotiation and condemnation *will not* be eligible for federal funding ***without prior authorization from the FHWA*** to proceed with the activity. This authorization request is made through the Iowa DOT's Administering Office. Costs incurred prior to the appraisal phase

such as right of way estimates, title work, preliminary survey and plat, and description preparation may be eligible for federal participation and reimbursement as a preliminary engineering activity, or as an incidental right of way expense, only if the authorization to proceed is received from FHWA prior to commencing work.

Costs eligible for reimbursement include but are not limited to: real property acquisition, incidental costs of the acquisition, pro rata taxes and/or special assessments, permanent and temporary easements, damages to remainder of real property, court awards and cost of tenant-owned improvements, uneconomic remnants, and construction in exchange for donation. All documents relating to acquisition of the right of way must be available for inspection. Plans, contracts, deeds, appraisals, options, vouchers, correspondence and all other documents must carry the federal-aid project number for identification.

ADDITIONAL RESOURCE LINKS

Federal Guidelines http://www.fhwa.dot.gov/legsregs/legislat.html

Environmental and Public Involvement Requirements

Federal-Aid projects require securing applicable environmental approvals. State and federal funding will require public involvement when right of way acquisition is necessary. Details, outlines, flow charts and step by step procedures involving environmental and public involvement are available in the Office of Local Systems *"Project Development Information Packet."* http://www.iowadot.gov/local_systems/publications/2001_packet/packet_toc.pdf For example, Iowa Code § 6B.2A prescribes public involvement requirements for agricultural land as described in Iowa Code § 6A.21.

Sometimes projects must impact environmentally and/or historically protected properties. In those cases mitigation may be required including acquiring replacement lands. The acquisition of mitigation properties will require long term management plans. Your agency may be required to acquire, manage, or transfer these properties to another agency.

If federal dollars and/or a federal action are involved compliance with the National Environmental Protection Act (NEPA) will be necessary. For example, even if there are no federal funds involved in your project, if an U. S. Army Corps of Engineers 404 permit is required, then NEPA and all that it entails is required.

ADDITIONAL RESOURCE LINKS

Iowa DOT, Office of Local Systems Project Development Information Packet
http://www.iowadot.gov/local_systems/publications/2001_packet/packet_toc.pdf

Contracting Work/Intergovernmental Agreements

When you are ready to proceed with your project, your agency may or may not have the internal resources available to complete the necessary right of way functions. We at the DOT often find ourselves in a situation where we need additional resources. Two options available to all of us include contracting with private contractors or other governmental agencies. If you contract with outside resources do not forget to allow additional coordination time in your overall schedule.

- *Contracting Work*

If you decide to hire private consultants to perform a right of way function, your LPA Coordinators maintain a list of consulting firms willing to perform this work. These services should be contracted for in compliance with the applicable requirements for contracting with private contractors, fee appraisers or other specialists. We provide lists of consultants for informational purposes only, and do not warrant the services supplied by consultants. You should make sure that the consultant you select can deliver the necessary services in a satisfactory manner.

- *Intergovernmental Agreements*

Chapter 28E, Code of Iowa, permits state and local governments to make efficient use of their powers by enabling them to provide joint services and facilities with other agencies and to cooperate in other ways of mutual advantage. See the Code of Iowa.

Don't overlook your neighboring agencies, such as city or county staff. The assistance you need may be right next door! Let your LPA Coordinator help you "think outside of the box" when you are looking for additional resources.

It may be possible that we have sufficient staff available to assist you with your project. Our assistance may be provided in appraisal, appraisal review, acquisition, relocation, condemnation, and property management, plus miscellaneous tasks

such as preparing right of way plans, estimates, and title documents. Unfortunately, the DOT can only offer these services when the workload permits. As a result, contracting with the DOT may or may not be an option for you.

If you decide to hire our staff you must submit a written request to the Office of Right of Way specifying the function for which you are requesting help. We also ask for information pertinent to the scope of the requested function, as well as the projected completion schedule.

If we have staff available to complete your assignment within your time frames we will prepare a cost estimate for you. We will then prepare an Intergovernmental Agreement outlining the functions we will perform for your agency along with our estimated costs. But, should the actual costs be greater than estimated, your agency will still be responsible for the actual costs incurred. Sample copies of Intergovernmental Agreements may be obtained from your LPA Coordinator.

Qualifications of Right of Way Personnel

All of us want to ensure that we have qualified personnel performing the services we need. We have provided what we believe to be minimum qualifications for persons performing right of way program functions. There are right of way functions for which no qualifications have been provided, including property management, land plat and description preparation, and condemnation and project management. If you find you require any of these services, or others, consult with your LPA Coordinator for assistance in determining the necessary qualifications.

Your LPA Coordinator maintains a list of firms offering appraisal, appraisal review, negotiation and relocation assistance services. This list may not include all other qualified consultants that may be available.

We have provided a brief overview of minimum qualifications for staffing state and/or federally funded projects.

Appraisers must

- have successfully completed technical appraisal training and have experience in appraising the type of property to be appraised. When in doubt, a sample appraisal should be requested.

- have previous experience preparing appraisals for eminent domain right of way acquisition.

- if a detailed appraisal is required and a consultant is used, the consultant must be a State of Iowa certified appraiser if the project is federally funded or if the land is to be acquired in the name of the State of Iowa.

Review Appraisers must

- as a minimum, have the qualifications listed above for appraisers.

- possess the ability to logically analyze the appraiser's approach to value and recognize deficiencies in the appraisal report.

- be certified, if a certified appraiser is required.

NOTE: Should you decide to utilize the services of a fee review appraiser your agency retains the responsibility to approve the amount believed to be just compensation.

Negotiators must

- possess a current Iowa Real Estate license or be a full-time employee of the LPA or the DOT or otherwise be excepted from the requirements of Iowa Code § 543B.

- be familiar with federal and/or state acquisition requirements.

- demonstrate the ability to understand appraisals and appraisal reviews.

- know how to research courthouse records and understand legal title.

- demonstrate the ability to interpret right-of-way plans.

- possess effective communication skills.

Relocation Assistance Agents must

- have documented experience in performing relocation assistance which complies with the applicable state and/or federal requirements.

- have sufficient right of way knowledge in other disciplines to work within a team.

Authorization for Right of Way Activities

You may not begin the acquisition of right of way before a written notice of FHWA Environmental Concurrence is issued. This approval is provided by the Iowa DOT's Office of Location and Environment. In some instances, preliminary right of way work may begin prior to the receipt of this approval. But it is possible that future changes may create revisions causing additional work and expense for your agency.

Preliminary appraisal work may begin as long as there are no owner contacts made by the appraiser prior to the public notice/involvement. After the public involvement an initial right of way contact letter is sent to the owner explaining that an appraiser will be contacting them soon. *No actual negotiations with property owners may begin before environmental concurrence is received.* The only exception is in the case of advanced acquisitions. Please see discussion of Advanced Acquisitions in Chapter 2, Overview.

ADDITIONAL RESOURCE LINKS

Office of Local Systems Project Development Information Packet.
http://www.iowadot.gov/local_systems/publications/2001_packet/packet_toc.pdf

CHAPTER TWO
Overview

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This chapter is designed to provide an overview of items, issues, and processes that you may wish to consider while planning the Right of Way activities for your project. This chapter will discuss the following topics:

- Advanced Acquisitions
- Donations
- Easements
- Minimal Value Purchases
- Procedural Guidelines
- Title Search
- Legal Descriptions and Plats
- Records/Parcel Files

Advanced Acquisitions

An advanced acquisition is the acquisition of right of way before the final environmental document is approved or before the environmental concurrence for a project has been approved. There are two main types of advanced acquisitions - hardship acquisition and protective buying. The Office of Local Systems "Project Development Informational Packet" provides several flow charts describing the entire process in detail. Please use the attached link to view those flow charts. http://www.iowadot.gov/local_systems/publications/2001_packet/packet_toc.pdf

If federal funds are to be used in the acquisition of right of way, the Iowa DOT and FHWA must approve both hardship and protective buying acquisitions. Neither hardship nor protective buying acquisitions may be approved before:

(1) public notice has been given of the preferred location of the facility or
(2) public involvement/notification requirements have been met.

You will still need prior approval for advanced acquisitions even if there is no federal funding in the right of way. However, as emphasized earlier in this manual, when federal funds are involved in any part of the project, all applicable federal and state regulations must be followed during the acquisition of the parcels.

Hardship Acquisitions

Hardship acquisitions usually occur when a property owner makes a written request to the LPA for acquisition of the property in advance of the normal time scheduled for acquisition due to some "hardship." The hardship acquisition request to the Iowa DOT by the LPA must include the estimated cost of the acquisition, relocation and incidental costs, along with supporting documentation. Justifications must include reasons why the project causes a condition for the owner that is different from or disproportionate to the inconvenience suffered by the majority of those in the project area. Also, a statement is necessary indicating that reasonable alternatives are not open to the property owner that would accomplish relief of the situation without acquiring the property at this time.

Once your agency initiates the acquisition process a serious commitment has been given to the property owner. Your agency has accepted an obligation and Federal participation is dependent upon your agency's commitment to seeing the acquisition through to conclusion. Several activities must be accomplished prior to the agency receiving the ability to condemn. Many of these activities cannot be accomplished in the early stages of the project when hardship acquisitions are necessary. Therefore, requests from owners for hardship acquisitions should contain a waiver of all impediments to a condemnation and an agreement to be condemned should negotiations prove unsuccessful.

- Protective Buying

Protective buying is purchasing property in advance of the project to preserve a preferred or essential location for the proposed project. Requests to the Iowa DOT for protective buying must include the estimated cost of the acquisition. Your agency must give reasons why the request should be considered, for example: the costly development or physical alteration of a property is imminent; a zoning change is occurring which will add substantial costs to the parcel acquisition; or a reconstruction of improvements damaged by fire or natural disaster is imminent.

Care must be taken to ensure that the final project design is not changed or influenced as the result of an advanced acquisition. If the early acquisition of a parcel is approved but the right of way is ultimately not needed for the project, your agency will be responsible for the total cost of the acquisition.

Please note if the property is acquired prior to receiving Federal Authorization the costs incurred are not eligible for federal participation. However, the value of the

property may still be eligible for use in match purposes. Please consult your Administering Office, or LPA Coordinator for further details.

Donations

There are occasions when property owners have expressed a willingness to donate land or rights to land, especially when the project will provide a benefit to the property and the community in general. You may also accept an owner's offer to donate the right of way, in exchange for services rendered that will benefit the owner.

In either event, the owner must be fully informed of the right to be paid just compensation for the acquisition, as determined by an appraisal. If agreeable to the donation, the owner can waive the right to an appraisal. This must be in writing and the waiver, or a copy of it, must be kept in the parcel file.

A further discussion of Donations is located in Chapter 3, the Valuation Process.

Easements

Easements are interests in real property that permit the use, not ownership, of land. Easements are rights to perform specific acts on land. They may be temporary or permanent in nature. Temporary easements may be held for a specific or indefinite time period.

The purposes of easements are as varied as there are uses for real estate. In some cases they may not cause damage or reduction in the value of property. For example, a permanent sewer easement may cause temporary damage to a property, but after the sewer is constructed and the area re-sodded, the value of the property may be equal to its value before. Conversely, a temporary easement for borrow purposes may substantially reduce the value of a property. Each easement must be examined to determine the reduction in value to the property and estimate the fair and just compensation due to the owner.

All easements, whether temporary or permanent, must be considered a right in land which must be acquired. All necessary easements, including temporary easements such as small shaping easements, must be acquired and certified prior to construction of the project.

Minimal Value Purchases

When the cost of securing right of way for a parcel approaches or exceeds the value of the acquisition itself, the procedure for acquiring right of way may have become disproportionate and cumbersome. Processes such as minimum value purchase procedures have been developed in an effort to reduce cost and time necessary for uncomplicated, low value acquisitions.

Minimal value purchases are uncomplicated acquisitions estimated not to exceed $10,000 in value, excluding fence and crops. Procedures have been developed for cost-effective acquisition of minimal value purchases, which includes waiving the requirement for an appraisal to determine just compensation. The DOT's Appraisal Waiver Provision has been approved by FHWA, so when you properly utilize the DOT's Appraisal Waiver Provision you may be assured you will remain in compliance with state and federal guidelines.

You may make a minimal value payment offer to a property owner without the necessity of an appraisal. An administrative estimate, called a compensation estimate, is used to establish the amount to be offered as just compensation. The format for a compensation estimate is described in Chapter 3 of this manual.

Procedural Guidelines

Title III of the Uniform Act states that its goal is to encourage and expedite the acquisition of real property by agreement with the owner, avoid litigation and relieve congestion in the courts, assure fair and equal treatment for all owners, and promote the confidence of the public in land acquisition for public use.

We have provided a thumbnail sketch of what needs to be done to avoid jeopardizing state and federal funding. The activities are listed in the approximate order in which they should be done. Checklists have been provided as a helpful tool in Index 1. Also, a Work Flow Chart has been provided which graphically shows the major steps involved. -

- Contact the DOT's administering office to inform and perform preliminary startup procedures and to determine the scope of the project including what, if any, additional right of way will be needed.

- Prepare the parcel files, secure title information, plot existing and proposed right of way lines on construction plans, calculate the acquisition areas, and review access control needs. Estimate the acquisition amount for each

parcel to determine the complexity of the valuation issue and appropriate valuation procedure. One item to be wary of is the presence of hazardous waste and contaminated properties (see discussion of Hazardous Waste/Contaminated Properties in Chapter 9).

- Complete the public notification and involvement requirements and apply for environmental concurrence.

- Request authorization for reimbursement of right of way and/or incidental expenses, including appraisals, from the DOT and FHWA, if participation in expenses is sought.

- Comply with notification requirements per Iowa Code § 6B.2A. http://www.legis.state.ia.us/IowaLaw.html

- Determine the amount to be offered as just compensation by an appropriate method (appraisal or through the appraisal waiver process).

- Acquire the right of way and close each transaction.

- If relocation is involved, ensure that all displaced persons are assisted. Please note that per Iowa Code § 6B.42 and Iowa Code Chapter 316, all acquiring agencies are required to provide relocation assistance on all projects. http://www.legis.state.ia.us/IowaLaw.html

- If necessary, complete Condemnation proceedings.

- Certify the project. See Project Development Form 730002 http://www.iowadot.gov/local_systems/publications/2001_packet/packet_toc.pdf

A one-page guide to much of the right of way process entitled *"Right of Way Record Checklist"* may be found in Index 1. This form is a helpful tool in managing the right of way process. At any time in this process, if right of way related issues need to be discussed, contact your LPA Coordinator or Administering Office

ADDITIONAL RESOURCE LINKS

Federal Guidelines http://www.fhwa.dot.gov/legsregs/legislat.html

State of Iowa http://www.legis.state.ia.us/IowaLaw.html

Office of Local Systems Project Development Information Packet
http://www.iowadot.gov/local_systems/publications/2001_packet/packet_toc.pdf

Title Search

There must be an examination of the county records and title report requested for each parcel to determine the owner of the property, including mortgage holders and other interested parties. This title report is used to determine the status of title so merchantable title for the land required can be obtained. The report is also used as an information source for describing land and identifying all persons or entities with an interest in and/or authority to contract for deed and/or release real estate interests. These records are maintained as part of the parcel file.

Legal Descriptions/Plats

Legal descriptions and plats are to be prepared and certified by an Iowa Licensed Land Surveyor. Minimum standards for descriptions may be found in §6A.20, Code of Iowa.

Records/Parcel Files

Your agency will need to maintain a separate parcel file for each acquisition of real property and all people displaced (see discussion of Parcel - What Is It? in Miscellaneous Topics). Your records must be sufficient to demonstrate compliance with applicable laws and requirements and be available for inspection by the DOT, FHWA, and possibly other divisions of state and federal government. You will need to retain your records for at least three years after the final payment of any phase of the project.

For your convenience we have provided a list of the minimum records you will need to retain.

- All Correspondence
- Title Documents
- Design Summary Information and Plat
- Appraisals and Review Appraisals
- Negotiator's Notes
- Administrative Settlement (if used)

- Copy Signed Contracts
- Title Opinion
- Conveyance and Closing Documents
- Relocation Forms
- Relocation Agent's Notes
- Condemnation Documents (if used)
- Right of Way Record Checklist

CHAPTER THREE
The Valuation Process

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This chapter is intended to serve as a brief description of the Valuation Process. The DOT Office of Right of Way, Appraisal Section maintains detailed Appraisal Operations Manual providing additional information.
http://www.iowadot.gov/rightofway/rowappraisal_manual.html

When you have received authorization from FHWA to acquire right of way for your project the Valuation Process will be your next step. The cornerstone of any right of way acquisition and the fundamental responsibility of every acquiring agency is to ensure fair and just compensation has been offered for all interests in the property rights to be acquired. The Valuation Process provides the documented assurance that fair and just compensation has been considered.

The Valuation Process may be described in five basic areas.

- To Appraise or Not to Appraise
  - Owner is Donating the Property
  - LPA Determines the Appraisal Problem is Uncomplicated and Low Value.
- Appraisal Waiver Provision
- Appraisal Process
- Review Process
- Agency Establishment of Approved Offer

The balance of this chapter will discuss the five areas of the Valuation Process.

To Appraise or Not To Appraise

Before the initiation of negotiations, the property must be appraised. There are two general exceptions: (1) if a donation is indicated and the owner(s) waive their right to an appraisal; or (2) if the magnitude and complexity of the acquisition indicate that an appraisal is not necessary. When the property owner receives notice indicating that an appraiser will be contacting them (or even earlier), that owner may indicate a willingness to donate the land without the requirement of an appraisal. An additional discussion of Donations is located in Chapter 2.

This chapter provides detailed information concerning the appropriate use of both the Appraisal and Appraisal Waiver Provision. The following information provides the basis for determining which is the appropriate valuation process to use for specific parcels. If you are uncertain which process to use, please contact your LPA Coordinator for assistance.

Donations

Iowa Code § 6B.54 (9) and Title 23 of the U. S. C. Section 323, provide that a person whose real property is acquired in connection with a Federal-aid highway project may offer a gift or donation of such property, or any part thereof, or of all or part of the "just compensation" paid for the property, to a Federal Agency, a State or a State Agency, or to a Political Subdivision of a State, as determined by that person. Such donation may only occur after the person has been fully informed of their right to receive "just compensation" for acquisition of the property.

When property is acquired by donation, no appraisal is required. However, owners must also be fully informed that they are entitled to an appraisal of the property along with an offer of just compensation. It is not unusual for an owner to insist upon receiving an appraisal, even though the property is ultimately to be donated, for accounting and tax reasons.

Even if an owner wishes to donate land, the Acquiring Agency is still obligated to appraise and offer just compensation for the acquisition of property unless the owner(s) waive their rights to an appraisal and/or compensation. Please refer to Chapter 2, Donations.

Please remember, the property may still require valuation, should your agency wish to use the value of the donated land for project match purposes. Depending upon the specific valuation problem the property may be valued for match purposes through the Appraisal Process or the Appraisal Waiver Provision. Consult with your LPA Coordinator regarding your individual situations.

The Appraisal Waiver Provision

The first decision you and your agency will need to make during the Valuation Process is whether to obtain an appraisal or utilize the appraisal waiver provision. This chapter will discuss both types of valuations, but you may need help. Your LPA Coordinator is available to assist you in making this determination and, of course, there is no charge for this service.

You may also rely on your agency staff or hire a consultant to provide assistance in making this determination. Care should be taken to ensure the decisions are made in compliance with all state and federal criteria on this subject to avoid conflicts that may adversely affect federal eligibility for your project.

The Appraisal Waiver Provision is used to determine just compensation, and has also been referred to as a compensation estimate. Federal rules authorize the use of an Appraisal Waiver Provision on federal funded projects in 49 CFR § 24.102. The use of an Appraisal Waiver process is authorized in Iowa Code § 6B.54 (2). The implementation process is provided in 761 IAC 111.102(3)(b) (c). The compensation estimate is not an appraisal and is used only with uncomplicated minimal value purchases. It requires only a one-page form such as the Iowa DOT form that has been provided in Index 3, Acquisition Forms.

The purpose of the appraisal waiver provision is to provide a technique to avoid the costs and time delay associated with appraisal requirements for low-value, non-complex acquisitions.

In order to make the determination whether to use this provision, the person making the decision must have enough understanding of appraisal principles to answer the following:

- Is estimating value difficult due to a lack of sufficient market data (comparable sales)?
- Is the anticipated value of the proposed acquisition over $10,000?
- Is the anticipated value of the proposed acquisition anything more than a strip acquisition?
- Are buildings, wells, signs, etc. affected?
- Is the anticipated value of the proposed acquisition severing any buildings from the remainder?
- Are trees, shrubs or any other landscaping involved?
- Does moving the proposed right of way line require analysis of possible proximity damages?
- Is access to the property changed or limited?
- Is the current highest and best use of the property going to be changed as a result of the proposed acquisition?
- Does a significant amount of the total compensation involve items other than land value?
- Are there any borrow areas?

- Is there reason to believe this parcel will proceed to Condemnation?
- Is more land than actually needed being acquired?
- Does the proposed acquisition impact the sewage disposal system or property drainage?
- Are there any other considerations that complicate the valuing of this parcel?

If the answer to one of these questions is “yes”, the acquisition could still be considered a non-complex acquisition, but further analysis is needed.

Multiple “yes” answers would indicate that the proposed acquisition is not considered to be non-complex and an appraisal is required.

Things to remember:

- The compensation estimate is not an appraisal and, as such, the Uniform Act appraisal requirements and USPAP standards relating to appraisals do not apply.
- The intent is that non-appraisers prepare the compensation estimate, freeing appraisers to do more sophisticated work.
- The compensation estimate must be prepared by a knowledgeable person who is aware of the general market values in the project area.
- Since the compensation estimate is not an appraisal, the requirement for offering the owner the opportunity to accompany the appraiser does not apply.
- An appraisal review is not required.
- There must be a process to assure a basis for not preparing an appraisal is appropriate and that the compensation estimate is used to determine what is believed to be just compensation.

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

Please note that the selection of parcels for which the need for an appraisal is being waived is made before any parcels are assigned to specific appraisers.

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

All items of acquisition are to be listed, including those for which compensation is zero. Access control, when acquired, should be listed as "Access Rights" under "Other Considerations." (See discussion of Access Control in Chapter 9, Miscellaneous Topics.)

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

- Identification of at least one specific sale of a similar property in the general community. This sale must be identified so that the property can be located by a reader. Sales price per comparable unit must also be stated.
- Reference to at least one specific sale or a value analysis indicated in a "Project Data Book" recently prepared on any project in the general community. If a data book is used on a project different from the subject, that project number must be listed.
- Compensation for items easily measured or estimated on the basis of the cost-to-cure. The source of the estimates should be noted.

The estimator will also acquire the necessary right of way upon completion of the estimate. However, administrative approval must be obtained before payment is made to the property owner. Administrative approval must be provided by someone other than the person creating the compensation estimate who is an employee or official of the acquiring agency.

A "Checklist for Determining Complex Parcel for Appraisal Purposes" has been provided in Index 1 Checklists. This sheet can help you in determining if an acquisition is complex enough to require an appraisal or, if a compensation estimate may be used.

To maximize the agency's resources, the estimator is encouraged to also serve as the acquisition agent. An administrative approval must be obtained at some point. The administrative approval must be provided by an official of your agency other than the person making the compensation estimate. If your agency maintains a right of way staff, you might assign your own qualified appraiser to approve these

estimates. Although you are not required to do so, you may wish to maintain a listing of approved compensation estimates along with who approved the estimates. We have provided a sample form called "*Log of Approved Compensation Estimates*" located in Index 3, Acquisition Forms.

The approved Appraisal Waiver Provision has been developed to be very fluid so that a wide range of needs may be accommodated. Please consult with your LPA Coordinator to ensure the process implemented by your agency does not jeopardize your state/federal funding.

ADDITIONAL RESOURCE LINKS

Federal Guidelines http://www.fhwa.dot.gov/legsregs/legislat.html

State of Iowa, Code of Iowa http://www.legis.state.ia.us/IowaLaw.html

Iowa DOT, Office of Right of Way Policies and Procedures Manuals
http://www.iowadot.gov/rightofway/default.htm

761 Iowa Administrative Code (IAC) Chapter 111
http://www.legis.state.ia.us/IAC.html

The Appraisal Process

The format and level of documentation in an appraisal depends on the complexity of the appraisal problem. For a detailed discussion and further information please see the Iowa DOT's Appraisal Operational Manual. There are three appraisal report formats that satisfy Iowa DOT and FHWA standards; value finding, residential, and detailed narrative. The appraiser is expected to use the most appropriate format. The format to be used should generally be specified in the appraisal assignment.

- *Value Finding Appraisal Report*

This format does not provide a before and after value. This report format is to be used for simple partial acquisitions when damages to the remainder are non-existent or relatively minor, easily measured or explained, or measurable by cost-to-cure.

An example of a "simple partial" acquisition would be a strip acquisition from a large property which is not close enough to any improvements to cause possible proximity damages. Any partial acquisition which necessitates reconfiguration of improvements or reduces value of the improvements could not use this format. Any partial acquisition which changes the highest and best use of remaining property could not be appraised using this format.

There is no limit to the total value of land and damages when using this format. Use of this format is limited only by the complexity of the acquisition or the property being appraised. This type of report does not express before and after values, but only indicates compensation due to the property owner and/or lessee. Value of the land and/or improvements acquired must be supported by applicable data. Any large cost-to-cure items must also be appropriately supported.

A brief narrative discussion must be included covering the overall property, acquisition, and the acquisition's effect on the remainder. The extent of documentation is to be commensurate with the significance of the appraisal and values involved. In the event of condemnation, the appraiser may be asked to provide before and after values of the property.

The determination of just compensation arrived at in a value finding appraisal report reflects the appraiser's opinion of the difference between the before and after values. It is assumed that the appraiser would not have a different estimate of just compensation, if doing a before and after appraisal.

The standard three approaches should be considered, but often only the Sales Comparison Approach will be developed. The land valuation requires a minimum of two sales - documented, identified, and confirmed in the same manner as comparable sales for a detailed appraisal report.

All items of the acquisition are to be listed, even those with a compensation value of zero. Access control, when acquired, should be listed as "Access Rights" under "Damage to the Remaining Property" on this form.

- *Residential Appraisal Report*

The Uniform Residential Appraisal Report (URAR), with certain additions, may be used for appraising residential properties when a "Total Acquisition" is involved, or when a "before value" must be developed for a partial acquisition. Photographs of the interior and exterior, as well as a floor plan sketch with approximate

dimensions, are recommended for any building to be acquired, along with comparable sales sheets with photographs and sales location map.

All or part of this format may be used to value a residential portion, as defined, of a multi-use property and then incorporate it into a larger report covering the entire property.

- *Detailed Appraisal Report*

Detailed Appraisal Reports are required on either total or partial acquisitions of properties when other less detailed formats are not applicable. In the case of partial acquisitions, this report is referred to as a “Before and After” appraisal.

This type of report should include all applicable approaches to value. Reasons for omitting any traditional approach to value should be clearly stated in the report. The Appraiser may be instructed to limit appraisal analysis to a specific valuation approach or approaches. This may be when inclusion of additional approaches to value would not significantly add to reliability and support of final value estimates, or when recommended by legal counsel or the Acquiring Agency.

It is not acceptable to produce an after acquisition value by subtracting the estimated value of acquisition and damages from the before acquisition value conclusion.

- *Opportunity to Accompany the Appraiser*

Regardless of the formats used, the appraiser **must** offer the property owner, or their designated representative, a reasonable opportunity to be present during the inspection of the property. All appraisals are prepared in conformity with the "Uniform Standards of Professional Appraisal Practice" (USPAP) as promulgated by the Appraisal Foundation, except when they conflict with the state and federal requirements for eminent domain, in which case the jurisdictional exception provision and/or supplemental standards of USPAP is applicable.

We have provided some items for your consideration when determining fair market value, including appraiser selection and qualifications, some general requirements, number of appraisals, and appraisal updates.

- *Appraiser Selection and Qualifications*

Prior to the selection of an appraiser, each parcel to be acquired must be reviewed to determine the complexity of the valuation problem and the desired appraisal format. This type of determination must be provided by someone with sufficient expertise and knowledge to make this type of decision. The appraiser you select should be a qualified member of your agency's staff, one of our appraisers, or a qualified private consulting appraiser (fee appraiser). A qualified appraiser must have demonstrated real estate experience, successful completion of real estate appraisal training, experience in eminent domain appraisals, and experience appraising the type of property being acquired.

For federally funded projects, or if land is to be acquired in the name of the State of Iowa, the appraiser employed to perform the appraisal assignment must be State of Iowa certified in accordance with Iowa Code chapter 543D.

When the services of an Iowa DOT appraiser or a fee appraiser are being used, the LPA should enter into a written agreement for the purchased services. If a fee appraiser is hired, the agreement should contain a schedule of the fees, itemized by parcel, which will be paid. The fee appraiser's proposal for services should be based on the LPA's determination of what type of value report is required. It is advisable that the agreement also contain a completion date and payment schedule for possible court testimony.

- *Conflict of Interest*

No appraiser or review appraiser may have any interest, direct or indirect, in the real property being appraised for your agency that would in any way conflict with the preparation or review of the appraisal. Compensation for making an appraisal cannot be based on the amount of the valuation (a percentage of or on a charted basis, for example) and an appraiser cannot act as a negotiator for a property they have appraised.

LPAs must establish an appeal procedure for all contractors who feel they have not been treated fairly during the selection process and/or administration of a contract.

- *Required Number of Appraisals*

In general only one appraisal is required for each parcel. In the event that there is an extremely controversial or complex appraisal, a change in highest and best use occurs, or a high dollar purchase is contemplated, the LPA may determine that a second appraisal or review appraisal is necessary. If federal funds are used in the

appraisal costs, you will need to obtain prior approval from us before obtaining the second appraisal if you plan to request reimbursement.

- *Appraisal Update*

An appraisal should be updated or a new appraisal obtained if: (1) additional value information is presented by the owner, (2) a material change in the property or proposed acquisition indicates the need to modify the appraisal, or (3) a significant delay (depending on market conditions) has occurred since the date of the original appraisal.

ADDITIONAL RESOURCE LINKS

Iowa DOT, Office of Right of Way Appraisal Operation Manual
http://www.iowadot.gov/rightofway/rowappraisal_manual.html

The Appraisal Review Process

If you do not have a qualified review appraiser on staff you will need to secure the services of a review appraiser. The review appraiser's responsibility is to ensure consistency of property values on a project, adequate investigation of the local market to support the appraisal, and the appraisal conforms to applicable eminent domain appraisal standards. If your agency uses an independent fee reviewer your agency will need to designate a local official to subsequently approve the amount to be offered as just compensation. See the discussion "Agency Establishment of Approved Offer" at the end of this Chapter.

All appraisals require review by a qualified review appraiser. The person performing the appraisal review function must be thoroughly familiar with the eminent domain requirements under the law. No appraisal review may be performed by the appraiser who made the appraisal of market value. The review appraiser will examine the appraisal to determine that it:

- has been completed in accordance with the approved appraisal specifications,
- follows accepted appraisal principles and techniques in valuation of real property in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and state law for eminent domain acquisitions,
- contains information necessary to explain and substantiate the conclusion and estimate of market value,

- includes consideration of compensable items and damages, if any, but does not include compensation for items not compensable under state law,
- contains an identification of the buildings, structures and improvements on the land, as well as fixtures which were considered as part of the real property (see discussion of Tenant-Owned Improvements and Leasehold Interests),
- contains an estimate of market value for the acquisition and, where appropriate in the case of a partial acquisition, an allocation of the estimate between the real property and damages to the remaining property.

Upon completion of the review, and any corrections or modifications necessary by the appraiser to make the appraisal conform to these guidelines, the review appraiser will place in the parcel file a signed and dated statement setting forth the following:

- the approved amount recommended to be offered as just compensation,
- the understanding that the determination is to be used in connection with a federal-aid highway project,
- the extent of the visual inspection of the parcel to be acquired and applicable comparable sales,
- that no direct or indirect, present or contemplated future personal interest in the property exists, nor that any benefit from the acquisition of the property appraised will occur,
- that this determination has been reached independently, based on appraisals and other factual data of record without collaboration or direction,
- the determination shall be documented to show its basis.

ADDITIONAL RESOURCE LINKS

Iowa DOT, Office of Right of Way Policies and Procedures Manuals
http://www.iowadot.gov/rightofway/default.htm

Agency Establishment of Approved Offer

The acquiring agency must determine the amount of the approved offer of just compensation. This responsibility cannot be transferred to a consultant or contractor. Each file should be documented by a determination of the approved offer signed by an official of the acquiring agency.

Iowa Code § 6B.54 (3) http://www.legis.state.ia.us/IowaLaw.html requires the acquiring agency to establish an opinion of just compensation and offer the full amount believed to represent just compensation.

Iowa Code § 6B.45 http://www.legis.state.ia.us/IowaLaw.html requires that the acquiring agency shall mail to all owners of the property the approved appraisal "in its entirety" a minimum of 10 days prior to contact by the agency.

Summary of Valuation Process

The following steps have been provided as a quick guide to help you through the valuation process.

- Determine the appropriate type of valuation needed.
  - Consult with your LPA Coordinator.
  - Rely on staff expertise.
  - Obtain advice from other areas.

- Assign the work to the appropriate people.
  - Appraisers with expertise in the type of appraisal problem.
  - Acquisition agents with sufficient expertise to develop compensation estimates.
  - If appraiser completes the compensation estimate they should also serve as acquisition agent.

- Complete the necessary review.
  - Qualified review appraiser for appraisal review.
  - Qualified staff for administrative review of compensation estimates.

- Establish your agency's approved estimate of fair and just compensation.
  - Must be an official of the acquiring agency.
  - Amount must be, at a minimum, the lowest appraisal received.
  - Should be written and documented in parcel file.

- Mail approved appraisal to owners.
  - Mail at least 10 days before initiation of negotiations.

- Iowa Code § 6B.45.

CHAPTER FOUR
The Acquisition Process

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The Acquisition Process has presented challenges for many acquiring agencies and property owners alike. The nature of this manual limits the amount of specific information that may be made available. The Iowa DOT Office of Right of Way Acquisition Section maintains a policies and procedures manual for this process. http://www.iowadot.gov/rightofway/rowacquisition_manual.html The Acquisition Manual is also available through your LPA Coordinator.

The Acquisition Process is very different from what you may think of as a negotiation process. Every acquiring agency **must** ensure that all persons with an interest in the property are offered all the rights and benefits to which they are entitled. The open market may consider each party has the responsibility to protect their own interests, but this attitude is not appropriate in the public Acquisition Process.

This chapter has been divided into specific areas. The areas we will review are:

- Overview and Getting Started
- Offers/Notices
- Contracts/Agreements
- Notes/Documentation
- Administrative Settlements

Sample forms have been provided in the Appendixes. All our forms are available electronically. Please contact your LPA Coordinator for the electronic version.

Overview and Getting Started

- *Title Information*

Prior to the initiation of the acquisition process adequate title information must be obtained. You will need to recognize early in the process all interests to be acquired including owners, leinholders, tenants, easement holders, and taxing authorities, to name a few.

- *Good Faith Negotiations*

Iowa Code §6B.2A (1) (f) requires that the acquiring agency negotiate in good faith and present each owner with a statement of rights prepared by the Iowa Attorney General." We have included the Statement of Rights as part of the DOT pamphlet "*Highways and Your Land*". The Statement of Rights should be a part of a packet that is automatically provided to every property owner.

Negotiating in good faith is not the same as bartering. Negotiating in good faith is providing all parties the opportunity to discuss their views, opinions, and concerns. All parties should also have the opportunity to have their thoughts seriously considered, and their questions answered. All parties must be provided adequate time to consider the information and seek counsel if they wish. At the end of good faith negotiations all parties will need to determine what they believe to be an appropriate resolution.

Any knowledgeable and qualified member of your staff may be the negotiator. If a consultant is used, that person must be a real estate salesperson or broker licensed by the Iowa Real Estate Commission. It is also helpful if the negotiator is a Notary Public so they may notarize documents signed by property owners.

Your negotiator must personally contact the property owner and tenant of each property on the project. Your initial contact with the owner(s) as part of the Acquisition Process will depend on which form of the Valuation Process you have selected. Remember, the Valuation Process is completed either by an appraisal or the Appraisal Waiver Provision.

Prior to this initial contact, the entire approved appraisal, unless a compensation estimate is being used, must be sent by standard mail to the owner(s) with a description of the 10-day waiting period. After the 10-day waiting period, or if the waiting period is waived, the negotiator will contact the owner. If the owner lives out of state or is not available for personal contact, phone or mail contacts may be used.

If the Appraisal Waiver Provision is used for valuation purposes, the initial contact may be when the acquisition agent completes the compensation estimate form with the owner. Compensation estimates need not be completed by one representative and delivered by another. Remember, the goal of the Appraisal Waiver Provision is to reduce the time and expense for the owner and acquiring agency.

If, after reasonable efforts have been made and an agreement still cannot be reached, your agency may be forced to institute eminent domain (condemnation) proceedings to acquire the property. The negotiator cannot do or say anything that may be construed as being coercive in nature to obtain the owner's agreement. However, a brief explanation of the eminent domain procedure may help the owner.

- *Miscellaneous Acquisition Expenses*

State and federal regulations require all acquiring agencies to reimburse expenses incidental to and necessary for the transfer of property. A partial list of these expenses includes: recording fees, transfer taxes, documentary stamps, evidence of title, boundary surveys, legal descriptions of the real property, penalty costs and other charges for prepayment of any preexisting recorded mortgage encumbering the real property entered into in good faith. These and other eligible expenses may be reimbursed to the owner or, preferably, paid directly to the person(s) entitled to payment.

Your agency should establish an administrative review process to settle disputes in the event a disagreement arises over whether or not an expense or the amount of an expense is reimbursable.

- *Items to Take Along*

Your negotiator should be prepared to explain the project plans and the impact of the project on the owner's property. As required by Iowa law the following must also be presented and explained:

- The written offer for not less than the full amount of the reviewed and approved appraisal, with the amounts for land, improvements, fence and damages separately listed. Please refer to Forms located in Index 3, Acquisition Forms. If a displacement is involved a statement should be provided informing the displacee that they will not be required to move earlier than 90 days from the date of the notice, nor earlier than 30 days from the date compensation has been made available. The 90-day notice may be made on each written offer, as shown on the forms found in Index 3.

- An informational brochure, such as the DOT's *"Highways and Your Land"* or an approved alternative. The documents to be signed by the owner in accepting your agency's offer.

ADDITIONAL RESOURCE LINKS

State of Iowa, Code of Iowa http://www.legis.state.ia.us/IowaLaw.html

Iowa DOT, Office of Right of Way Policies and Procedures Manuals http://www.iowadot.gov/rightofway/default.htm

Federal/State Aid Projects http://www.fhwa.dot.gov/legsregs/legislat.html

Offers/Notices

Owners and tenants are entitled to written offers reflecting your agency's approved estimate of fair and just compensation. Owners and tenants are also entitled to notices informing them of when they will be required to move from the property. Forms in Index 3, Acquisition Documents, have been developed to satisfy these requirements.

Should your agency subsequently approve a different amount estimating fair and just compensation, a revised offer must be provided to the owner/tenant. Forms in Index 3 have been developed for this requirement also.

The date of the offer must reflect the date the offer was made and notice provided.

Hopefully your offer will be acceptable and the owner and tenant will ultimately sign documents necessary to transfer title to your agency. Your agency must pay the agreed purchase price before requiring surrender of possession of the property.

Contracts/Agreements

The goal of the Acquisition Process is to reach a mutually agreeable resolution. The contract or agreement becomes the vehicle for the agreement. What the agreement looks like is a decision for you and your agency. Our partnership is only concerned that the agreement acquires the property rights necessary for the construction and maintenance of your project.

As a tool for your reference, we have provided samples of contracts and contract clauses. These samples are for your reference only and are not an attempt to direct how your agreements should look. We recommend you consult with your legal counsel as to your specific contract and conveyance needs.

In Index 3 “Acquisition Forms” we have included the samples of different types of contracts and contract clauses that have been regularly used by the DOT.

Notes/Documentation

It is important that after each call your negotiator complete a negotiator's contact report, sometimes called negotiator's notes, summarizing the interview with the property owner. We have provided a sample in Index 3 *Acquisition Forms.* Each report should contain, at a minimum:

- project number
- parcel number
- date of contact
- type of contact (phone or in person)
- name, address and telephone number of person contacted
- special instructions, if necessary, for locating that person
- names of all other persons present
- names, addresses and phone numbers of attorney or other representatives
- main points discussed and commitments made by agent
- principal objections to offer or taking
- whether offer was accepted or rejected
- requests made by owners

- any other feature of the contact including special instructions for closing, relocation or property management

- negotiator's signature and date

- In order to utilize these reports they need to remain in your parcel file. Remember that these reports will eventually become available for inspection by the public.

Administrative Settlements

The Uniform Act requires that "The head of a federal agency shall make every reasonable effort to acquire expeditiously real property by negotiation." Negotiation implies an honest effort by the acquiring agency to resolve differences with property owners. There is no requirement that offers to purchase should reflect a "take it or leave it" position. The inexact nature of the process by which just compensation is estimated should be recognized. Further, the law requires agencies to attempt to expedite the acquisition of real property by agreements with owners to avoid litigation and relieve congestion in the courts.

You and your agency may determine that it is in the public's best interest to make a negotiated settlement with the owner for more than the approved appraisal amount if new valuation or extent of damage information is presented. A revised offer must be made and presented to the owner in writing for consideration. We have provided a sample in Index 3 *Acquisition Forms*. So that proper documentation may be found in your files, a written report called an Administrative Settlement will need to present documentation pertaining to why this settlement is in the public's best interest.

Administrative Settlements should describe the acquisition, state the offer of just compensation and proposed negotiated settlement, introduce information which supports the settlement, and request approval from the proper authority. The settlement may also include information on recent court awards for similar type property, the property owner's appraisal data, an estimate of trial cost, or an opinion of legal counsel. The settlement must be approved by an officer of your agency having responsibility for the right of way acquisition (not the negotiator). The person approving the settlement must be able to judge the risk/benefit issues of a potential court action.

Summary of Acquisition Process

The following steps have been provided as a quick guide to help you through the acquisition process.

- Overview and getting started
  - Title information, ensuring everyone that has an interest in the property is considered.
  - Good Faith Negotiations, providing the opportunity, time, and consideration to attempt an agreeable resolution.
  - Miscellaneous Acquisition Expenses, costs incurred by the owners as a result of the acquisition.
  - Things to take along, the materials necessary to provide good faith negotiations.

- Offers/Notices
  - Provide written offers in the amount of the agency's approved estimate of fair and just compensation.
  - Provide written notices of when the property must be vacated.

- Contracts/Agreements
  - A written instrument that secures the property rights needed for your project.
  - We have samples available upon request.

- Notes/Documentation
  - Provides written resource for future
  - Provides documentation for future inquiries
  - Future problem solving resource

- Administrative Settlements
  - Describe acquisition
  - Describe reasons for settlement
  - Provides documentation for state and federal participation

CHAPTER FIVE
Relocation Assistance

Return

Iowa Code § 6B.42 requires ***all*** acquiring agencies to provide relocation assistance benefits to ***all eligible*** persons on ***all*** projects. Whenever you anticipate displacements requiring Relocation Assistance will occur please let your LPA Coordinator know so that you may start to resolve these issues immediately.

Rights and entitlements of individuals, families, businesses, farms and nonprofit organizations displaced by federal-aid projects are defined by and discussed in 49 CFR part 24. State Relocation requirements for all other projects being acquired under the threat of eminent domain are provided in Chapter 316 of the Iowa Code. Acquiring agencies must comply with the Iowa Administrative Code, 761 IAC 111 and the "*Uniform Manual, Real Property Acquisition and Relocation Assistance" (*Copies are available from your LPA Coordinator.) Generally, all persons occupying property to be acquired on the date negotiations begin who are required to move are eligible for relocation assistance and payments to reimburse the costs of moving personal property to locations off the right of way. In addition, residential displacees who meet minimum occupancy requirements may qualify for replacement housing payments to offset increased costs of obtaining replacement housing payments. A sample personal property move form is included Index 4,"*Relocation Assistance Forms."*

Remember, no person lawfully occupying real property shall be required to move from a dwelling, business or farm operation without at least a 90-day written notice of the date by which the move is required from the acquiring agency. See Iowa Code § 6B.54 (4) When the landowner's residence, dwelling house, outbuildings (if the residence or dwelling house is also acquired), orchard, or garden are condemned and the owner appeals the condemnation to district court, they may not be required to move until the compensation has been finally determined and paid. See Iowa Code § 6B.26. Since time for right of way acquisition is a major concern for your project, relocatees must be dealt with as early as possible.

Acquiring agencies are required to provide an appeal process for displaced persons that disagree with the acquiring agencies actions as described in IAC 761, Chapter 111.6. An example of a Relocation Assistance appeal process may be found in the Iowa DOT's Office of Right of Way Policy and Procedures Manual.

Relocation Assistance is a fascinating Right of Way discipline that requires an in-depth discussion to adequately cover the material. The DOT Office of Right of Way maintains a policies and procedures manual approved by FHWA. We recommend you work closely with your LPA Coordinator on Relocation Assistance matters, retain a consultant with the necessary experience, and/or download the DOT Relocation Assistance Manual.

Relocation Assistance has been described as a reimbursement program. The program has been developed with the goal of reimbursing the costs incurred by people displaced as a result of a public project. Remember, the term displaced person applies to owners **and** anyone else lawfully occupying the property.

ADDITIONAL RESOURCE LINKS

Federal Guidelines http://www.fhwa.dot.gov/legsregs/legislat.html

State of Iowa, Iowa Code http://www.legis.state.ia.us/IowaLaw.html

Iowa DOT, Office of Right of Way Policies and Procedures Manuals
http://www.iowadot.gov/rightofway/default.htm

761 Iowa Administrative Code (IAC) Chapter 111
http://www.legis.state.ia.us/IAC.html

Personal Property Moves

Quite often personal property is located on the land being acquired. The owner of the personal property is entitled to relocation assistance and payment of the actual and reasonable costs to move the personal property. The owners of personal property may or may not be the owners of the real estate.

Personal property moves may be as uncomplicated as a few bales of hay to as complex as the inventory and equipment of a manufacturing storage yard. The personal property may be simply moved back on remaining land or require moving to a new location. Typically the move may be reimbursed through itemized bills and receipts paid to a contractor for the move, or a self-move based upon an agreed to amount considered reasonable.

Please remember the 90 and 30 day notices discussed in the Acquisition Chapter of this manual apply to these types of moves. Sample forms have been provided in the Appendixes of this manual.

Residential Moves

The Residential Relocation program was intended to leave the displaced person(s) in a similar situation after the displacement. Eligibility is determined by occupancy, not ownership. The owner of the property may or may not be the displaced person. Only displaced persons are eligible for the payments to be discussed.

This manual provides only a brief discussion and is not intended to provide all the necessary information pertaining to Residential Moves. Please refer to the DOT Relocation Assistance Manual or your LPA Coordinator for more specific information. http://www.iowadot.gov/rightofway/rowrelocation.html

- *Replacement Housing Requirements*

Comparable replacement housing must be made available before a displaced person can be required to move from their home. Comparable replacement housing must be functionally similar, in as good or better condition and in a similar area to the house being acquired. The replacement housing must also meet decent, safe and sanitary criteria.

- *Replacement Housing Payments*

The purpose of this payment is to provide funds if a shortfall exists between the fair market value and the cost of replacement housing. Replacement housing payments may be calculated as supplemental purchase payments or supplemental rental payments.

Supplemental purchase payments are developed for owner occupants by studying the local market to determine what is available at the time of displacement. The cost of replacement is compared to the amount paid for the house by the acquiring agency with the difference considered the Replacement Housing payment. Specific criteria for developing payments, establishing limits and describing requirements are available through your LPA Coordinator.

Supplemental rental payments are available for displaced non-owner occupants and owner occupants that elect not to purchase replacement housing. The present market rent of the property being acquired is compared to adequate replacement housing present for lease in the local market. The present lease value is then compared to the replacement lease value, with the difference considered the supplemental rental payment.

Displaced tenants may in certain situations apply their supplemental rental payments as down payment for the purchase of replacement housing. Specific criteria for developing payments, establishing limits and describing requirements are available through your LPA Coordinator.

Please note the replacement dwelling considered by the Relocation Agent is only for establishing the amount of payment the eligible displacee is entitled to. The displacee shall always choose the replacement housing they will occupy. The reimbursement shall be made based upon the amount actually spent by the displacee, not to exceed the relocation agent's study.

- *Increased Mortgage Payments*

This payment is calculated when displaced owner occupants must refinance at a higher mortgage rate than the mortgage on the property being acquired. The payment is limited to the amount owed and the remaining life of the original mortgage.

- *Normal and Customary Closing Costs*

These are costs that are normal and customary for real estate transactions in the local market. Qualifying expenses may include abstracting costs, recording fees, and credit reports. Certain other expenses may be excluded, such as "points" or prepaid interest. Ask your LPA Coordinator about specific expenses.

- *Moving Expenses*

In addition to other payments, displaced persons are entitled to reasonable moving expenses. These payments may be based upon reimbursement of itemized bills and receipts from qualified movers, or a scheduled payment system. Contact your LPA Coordinator for current federally approved payment schedules and criteria.

Non-Residential Moves

Displaced farms, businesses, and non-profit organizations are also eligible for Relocation Assistance benefits, but the benefits are different from residential moves. The basic concepts of the major benefits are provided in this manual. You will need further information from your LPA Coordinator before attempting to provide all the appropriate benefits to a displaced farm or business.

- *Re-establishment Expenses*

These payments are designed to reimburse the actual expenses incurred to re-establish the concern in the new location. Offering and providing these services will require specific knowledge and experience. We recommend requesting additional assistance from your LPA Coordinator or other qualified relocation resource.

- *Searching Expenses*

In some cases the displacee is entitled to searching expenses in the search for a new location for their farm, business, or nonprofit organization. Offering and providing these services will require specific knowledge and experience. We recommend requesting additional assistance from your LPA Coordinator or other qualified relocation resource.

- *Incidental Expenses*

Other costs incurred in the move may also be eligible for reimbursement. For example, the reprinting of stationery presently on hand with the new address; loss of personal property as a result of the move or discontinuance of the operation; or the purchase of subsequent personal property required as part of the move. Implementation of and offering these services will require specific knowledge and experience. We recommend requesting additional assistance from your LPA Coordinator or other qualified relocation resource.

- *Moving Expenses*

The displaced non-residential occupant is entitled to actual and reasonable moving expenses. The payments may be based upon itemized bills and receipts from a qualified mover, or payments may be made to the displacee as part of a self-move. In order to ensure eligibility and federal participation we encourage you to consult with your LPA Coordinator before establishing the amount of the payment for a self-move.

- *Fixed Payment*

This type of payment is in lieu of all other payments and only available to non-residential displacements. The minimum payment is presently $1,000 with a maximum payment of $20,000. The amount of the payment is based upon the average net income of the displacee over the last two years. There are instances where exceptions may be applicable. Please refer to the Iowa DOT, Office of Right of Way Relocation Assistance Manual for further information. Offering and providing these services will require specific knowledge and experience. We recommend requesting additional assistance from your LPA Coordinator or other qualified relocation resource.

Summary of Relocation Process

- *Types of moves*
  - Personal property move
  - Residential move
  - Non-residential move
  - Displacee may be eligible for all three types on the same property.
  - More than one displacee may be involved on the same property.

- *Personal Property move*
  - Costs to remove personal property from land being acquired.
  - Fixed payment or reimbursement for qualified mover.

- *Residential move*
  - Decent, safe and sanitary replacement housing must be available.
  - Replacement housing payments
  - Replacement rental payments
  - Customary and usual closing costs
  - Moving expenses

- *Non-residential move*
  - Re-establishment expenses
  - Searching expenses
  - Incidental expenses
  - Moving expenses
  - In lieu of payment

CHAPTER SIX
Fiscal and Title

Return

This chapter will discuss the Title and Closing and the Condemnation Processes. Both processes may be described as the act of converting possession and/or ownership of property. Title and closing concentrates on transactions where there is a mutual agreement, while Condemnation focuses on those situations where an agreement is not achieved.

Title and Closing

Title and Closing involves examining the legal title to property, determining what actions must be taken to obtain clear title to the right of way, and working with the owner to complete the transaction. The desired results are to secure all the documents necessary to ensure that clear title of the land is conveyed to the LPA.

You may have your City or County Attorney handle this work. Some LPA offices may have real estate specialists who are experienced in this area of the right of way process. Still others will hire this work done by a local attorney or professional title and closing agent. The closing agent should be someone other than the person who negotiated and/or drafted the agreement with the property owner.

The type of title to be acquired will depend on property rights needed for each specific project. Your agency's process for addressing all the interests in the property will involve standard title procedures, but may also involve the application of risk management. Ultimately the acquiring agency is responsible to ensure the necessary property rights for the construction and maintenance of the project have been secured.

The Iowa DOT will share information as to how the DOT might handle specific situations. Your LPA Coordinator will obtain examples of how the DOT has handled similar situations in the past. However, defending title and responding to disputes will be the responsibility of each acquiring agency's legal counsel. Therefore each LPA should seek advice and approval from their agency's legal counsel in developing title criteria and a risk management program. Keeping your LPA Coordinator involved and informed will help ensure continued funding eligibility for your project.

Providing payment to the owners is an integral part of your Title and Closing process. The timing of the payment must ensure title has been passed to your agency, but the owner of the property cannot be required to surrender possession until payment has been received.

Iowa Code § 427.2 requires acquiring agencies to assist in the collection of property taxes and assessments when the property is acquired for a public use. Applicable taxing authorities should be included during your title and closing process.

All conveyances should be recorded in the office of your County Recorder. Further considerations involve payment to the owner along with U.S. Internal Revenue Service (IRS) reporting requirements.

Since 1991, all real estate transactions have been subject to reporting requirements of the IRS. The acquiring agency must provide appropriate 1099's to the IRS and all interests receiving payments. Even when State funds are used for payment (for example, Farm to Market Road money), the 1099 reporting responsibility remains with your agency. IRS guidelines for this reporting are available from your LPA Coordinator.

Summary of Title and Closing Process

- *Examine Title*
  - Secure qualified closing assistance
  - Research county records
  - If necessary, update abstract

- *Seek advice and approval from City/County Attorney*
  - *Establish desired title criteria*
  - *Develop risk management parameters*

- *Ensure all interests addressed*
  - Leaseholds
  - Lien holders
  - Mortgages
  - Easement holders
  - Taxing authorities

- *Record applicable conveyances*

- *IRS Notification/1099's*
  - Acquiring agency responsibility
  - Provide to IRS
  - Provide to all parties receiving payments

Condemnation

Condemnation is the term used when exercising the power of eminent domain. This power has been reserved to the state, municipalities, political subdivisions and others by federal and state constitutions and law. Guidelines, authorities and procedures are outlined in the Iowa DOT Condemnation Manual, which has been prepared by the DOT Office of Right of Way, Fiscal and Title Section. The Condemnation Manual and forms are available by contacting your LPA Coordinator.

Condemnation in Iowa begins as a quasi-judicial procedure. The amount of just compensation is determined or awarded by compensation commissioners at a compensation commission hearing. After this hearing, every party to the condemnation has the right to appeal the compensation commission award to district court. If appealed, the parties may decide to settle out of court. If the agency intends to claim federal participation in the payment of any money over and above the originally approved offer, the parcel file must be adequately documented to justify all actions taken.

The acquiring agency is responsible to ensure the necessary property rights for the construction and maintenance of the project have been secured. As in the case of the Closing Process, you will need to ensure that all interests in the property have been identified and addressed, including those that may not have a market or compensable interest. The acquiring agency may elect to address all interests in the property in one hearing, or the acquiring agency may elect to address all interests through separate hearings, agreements, or risk management strategies.

The Iowa DOT will share information as to how the DOT might handle specific situations. Your LPA Coordinator will obtain examples of how the DOT has handled similar situations in the past. However, defending title and responding to disputes will be the responsibility of each acquiring agency's legal counsel. Therefore each LPA should seek advice and approval from their agency's legal counsel in developing the condemnation process to be implemented by the agency.

Providing payment to the owners is an integral part of the Condemnation process. The compensation commission award must be deposited with the sheriff before the acquiring agency can require the owner to surrender possession of the property. The award must be deposited, regardless of any appeals to District Court.

Iowa Code § 427.2 requires acquiring agencies to assist in the collection of property taxes and assessments when the property is acquired for public use. Applicable taxing authorities should be included as part of the condemnation hearing.

The Condemnation Process requires several documents to be recorded in the office of your County Recorder.

As previously discussed, an acquiring agency cannot require surrender of possession of the property prior to providing payment to the owners. Once all concerns are satisfied, payment to the owner can be made and possession given.

Further considerations involve payment to the owner along with U.S. Internal Revenue Service (IRS) reporting requirements. Since 1991, all real estate transactions have been subject to reporting requirements of the IRS. The acquiring agency must provide appropriate 1099's to the IRS and all interests receiving payments. Even when State funds are used for payment (for example, Farm to Market Road money), the 1099 reporting responsibility remains with your agency. IRS guidelines for this reporting are available from your LPA Coordinator.

Summary of Condemnation Process

- *Identify all interests in the property.*
  - Leaseholds
  - Lien holders
  - Mortgages
  - Easement holders
  - Taxing authorities

- *Ensure all interests in the property are addressed.*
  - Obtain releases before hearing
  - Acquire as part of hearing
  - Seek advice and approval of LPA Counsel prior to implementation of condemnation process.

- *Deposit money with Sheriff.*

- *Record applicable documents.*

- *IRS Notification/1099's.*
  - Acquiring agency responsibility
  - Provide to IRS
  - Provide to all parties receiving payments

CHAPTER SEVEN
Property Management

Return

A well planned property management program can enhance the efficiency of your project by avoiding construction delays involving demolition work and maximizing the value of your agency's assets.

Whenever federal funds are used in the acquisition of real estate a federal interest is created. Property Management options involving a federal interest is found in 23 CFR, Part 710 subpart D. http://www.fhwa.dot.gov/legsregs/legislat.html Generally acquiring agencies are required to receive market value for the sale and rental of public assets. The criteria and exceptions are also discussed in 23 CFR, Part 710 subpart D. Iowa law provides for the sales, leasing, and transfers of right of way in Chapter 306 of the Code of Iowa. Further discussion of sale and leasing of real estate is provided throughout this chapter.

You and your agency will encounter three phases in managing property: pre-construction, post-construction and airspace management.

Pre-Construction

- *The Inventory*

An inventory of land and buildings can be developed as the right of way is laid out for your project. The inventory may then be used throughout the project to identify the assets your agency has acquired. The inventory should recognize which improvements and what land, if any, will become excess after completion of the project. The inventory should also include how improvements are disposed, an account of management expenses, rental receipts, and payments received for the sale of improvements.

- *Planning*

Pre-construction planning involves the time period between property acquisition and beginning project construction. During this time your agency will be responsible for the management of the property in a manner consistent with public safety and, acting as a steward of the public's assets, defray or reduce overall costs to the public. There are three basic approaches to property management.

- Leasing

Land and/or buildings may be leased prior to being needed for construction or ultimate disposal. Authority to lease may be found in 23 CFR, part 710, subpart D and in Code of Iowa § 306.38. Residential buildings must conform to decent, safe, and sanitary criteria to be leased if federal funds are to be used in any part of your project.

Section 6B.60, Code of Iowa, prohibits the leasing of land prior to payment for the premises. Code of Iowa § 6B.54 (5) allows for lease payments after payment for the land has been made. The lease amounts shall not exceed fair market value rental rates for short term leases.

Leasing may reduce your overall maintenance expenses, as the tenant assumes responsibility for mowing, snow removal and other types of normal expenses. Market rent should be received for the properties.

- Sale of Improvements to be Moved

If leasing the acquired improvements is not desirable you may wish to consider selling the improvements to be moved. The DOT routinely sells houses, buildings, bins, and other types of improvements. The successful purchasers are then required to move the improvements from the required right of way.

- Demolition

The other option is demolition. Incorporating a demolition design that allows for efficient, ongoing maintenance such as mowing and snow removal should be considered. Appropriate asbestos abatement, waste removal and Iowa Department of Natural Resources notifications must be scheduled prior to demolition activities.

Post-Construction

This phase covers the disposal of right of way no longer required for a federal-aid highway project. Authority to sell land may be found in 23 CFR, part 710, subpart D http://www.fhwa.dot.gov/legsregs/legislat.html and in Code of Iowa § 306.22. The Iowa DOT and FHWA will expect excess land to be disposed upon completion of the project if a state and/or federal interest exists in the property. Value is to be determined by an appraisal process or public sale. The Iowa Code

prescribes how unused right of way is to be disposed. Please see "Disposal Requirements" later in this Chapter.

Management of Airspace

Regulations provide for use of airspace of the right of way for non-highway purposes as stated above, at, or below the highway's established grade line. Airspace can be put to both public and private uses, such as parks or parking. When an LPA contemplates use of airspace, specific approval from the DOT is required and rates for leasing airspace are to be determined based upon fair market rental rates. Credits may, or may not be required from funds derived from the leasing of airspace. For information concerning your specific situation please refer to 23 CFR, Part D, http://www.fhwa.dot.gov/legsregs/legislat.html or consult with your LPA Coordinator.

Other Useful Information

- *Federal Credits*

When federal money is used in the acquisition of property a federal interest is created. The federal interest remains in the property, unless specifically extinguished. The federal interest does not require an action, unless the property is used for a purpose other than the direct project purpose. For example, if the land is acquired for highway/road/street purposes, as long as the land is used for highway purposes, no action is required.

If the property is used for other purposes, a federal credit may be required. A non-proprietary use generally does not require federal credits, while proprietary uses generally do require a federal credit. A brief discussion of the two uses is as follows.

- Non-proprietary uses – These are uses within the normal agency operations such as city storage and vehicle parking, free parks, and agency material storage.

- Proprietary uses – Uses that involve commercial benefit or gain by the agency or third parties such as paid parking lots, any commercial use, and economic development incentives.

If a federal interest exists in the right of way, the LPA will be responsible for credits owed the federal government regardless of the amount of money the LPA received for the property rights. For example, should the LPA sell land for $1.00 to entice economic development, the federal credit will still be based upon the *market* value of the property sold. Consult your LPA Coordinator for further details.

For information concerning your specific situations please refer to 23 CFR, Part 710, subpart D, or consult with your LPA Coordinator. *Disposal Requirements*

Iowa Code § 306.23 controls how unused right of way is disposed. If property was condemned and not used for the purpose stated in condemnation Iowa Code Section 6B.56 controls the disposal process.

Iowa Code § 306.23 requires the agency in control of the land acquired for highway purposes to offer the owner(s), at the time of acquisition, and the owner(s) of the remaining land from which the tract was acquired, the first opportunity to buy the property. The agency is to establish market value for the property to be disposed through an independent fee appraisal.

We recommend assistance from your agency's legal staff to ensure the applicable code provisions are implemented correctly. If an acceptable offer is not received from a party with purchase preference, as stated in these code sections, the property may be sold to another public entity or private purchaser.

Iowa Code § 6B.59 details when additional payments must be made if land is sold by your agency for a higher price at the time of disposal than what was paid at the time of acquisition.

- *Lead Based Paint Requirements*

Residential buildings constructed prior to 1978 are subject to Environmental Protection Agency (EPA) rules. If pre-1978 residential dwellings are sold or leased, your agency will need to comply with notification requirements.

All prospective purchasers or tenants must be informed of any knowledge the LPA has concerning the presence of lead based paint. The LPA does **not** have to inspect the property to determine if lead based paint is present.

The LPA must provide a brochure outlining the EPA rules. The pamphlet must be approved by EPA. You may obtain brochures from your LPA Coordinator.

Any prospective buyer or tenant must be provided an opportunity to have a pre-1978 residence inspected to determine if lead based paint is present. The cost of the inspection is the responsibility of the buyer or tenant. Forms documenting this offer are available from you LPA Coordinator.

Summary of Property Management Process

- *Pre-Construction*
  - Develop Inventory
  - Lease
  - Sell improvements to be moved
  - Demolition

- *Post Construction*
  - Dispose of excess right of way
  - Should occur within two years of project completion.

- *Managing Airspace*
  - Consider uses for right of way that must be held.
  - Maximize the use of assets

- *Federal Credits*
  - Document reasonable administrative expenses
  - Return applicable federal credits

- *Land Disposals*
  - Ensure compliance with 306.23 or 6B.56
  - Should dispose within two years after project completion

- *Lead Based Paint*
  - Applies to pre 1978 residential housing
  - Provide known information
  - Provide opportunity to buyers or tenants to test, at their expense.

CHAPTER EIGHT
Project Development Certification

Return

A Project Development Certification is required from your agency prior to advertising for construction bids to build your project. We must receive this certificate signed by your agency by the date specified in the Critical Path for Project Development Memorandum provided in the Project Development Information Packet.
http://www.iowadot.gov/local_systems/publications/2001_packet/packet_toc.pdf

This form is used by the DOT to verify that the project is ready to proceed to the letting process. Please note that it is the responsibility of the LPA to ensure that the information submitted on this form is accurate. If inaccurate information is submitted, serious consequences can result, including project delays and possible loss of federal funding. The LPA or their designated representative should review this form carefully before it is submitted.

Complete instructions for completing the Project Development Certification are available in the Project Development Certification Instructions
http://www.iowadot.gov/local_systems/publications/2001_packet/packet_toc.pdf
in the Project Development Information Packet, the Iowa DOT Administering Office for your project, or your LPA Coordinator.

CHAPTER NINE
Miscellaneous Topics

Return

This portion of the manual discusses miscellaneous topics which the authors and editors felt needed an expanded discussion. These include:

- access control,
- hazardous waste/contaminated properties,
- Parcel -What is it?, and
- tenant-owned improvements and leasehold interests.
- frequently asked questions
- where do I find?
- summary

Access Control

Access rights are the rights of adjoining property owners to have unrestricted access to and from the highway. Access Control is the term used when these rights are restricted or controlled. Controlled-access highways are discussed in the Iowa Code in Chapter 306A.

Cities and highway authorities may establish controlled-access facilities. When such facilities are established, property owners adjoining the road do not have the right to enter or leave this road unless specifically granted by the highway authority at the time of, or subsequent to, the establishment. For existing roadways that have not been previously designated controlled-access, the rights of the adjoining property owner(s) must be acquired. State law specifically states that these rights may not be acquired by prescription or adverse possession -- they must be acquired.

In general, acquiring the rights of access to a property does not reduce its market value as long as reasonable access remains after the acquisition. Therefore, quite often the value or worth of restricting access across a property, and allowing access at certain specific locations, is zero dollars. There are some cases though where a change in potential property use and market value occurs and the appraiser must determine the difference in the value before and after the acquisition, due to the restriction of access.

We should consider the difference between exercising the right of police power vs. acquiring the legal right to access. Police power deals with a city, county or other government agency regulating activities of individuals without actually "taking" a legally compensable right or rights of those individuals. Either may be exercised when dealing with access rights -- police power in the construction of raised medians or curbs, or an acquisition of access rights. The question as to whether an action by a city or county is police power or an exercise of eminent domain depends upon whether the law prescribes compensation to the public for that action. Your attorney should be consulted when questions in this area arise.

A discussion of valuing Access Rights may be found in the Iowa DOT Appraisal Operation Manual. http://www.iowadot.gov/rightofway/rowappraisal_manual.html A copy of the Iowa DOT's Access Policy is available through the Administrating Office for your project.

Hazardous Waste/Contaminated Properties

Contamination of property by hazardous materials has become an area of great concern in the development of highway projects. Early detection of contamination of the right of way to be acquired is extremely important in determining project cost, project timing, and potential agency liability. There must be a visual inspection of the possible contamination very early in project development. Contaminants may be as common as petroleum products, battery waste, building material containing asbestos, certain paints and their residues, and many other very common materials.

Contamination may appear as soil which is oozing, an area bare of vegetation, an area which is sunken, an area containing junk containers or other less obvious junk material, and less obvious ways. Signs of contamination or awareness of prior uses (such as gas station, manufacturing plant, dry cleaner, body shop, etc.) should lead to further study of the possibility of contamination.

In the event there are signs of contamination, or if there are underground storage tanks present on the property, good business practices require the property be further tested and all necessary remediation accomplished prior to proceeding with the acquisition of the property. In addition, state and federal laws administrated through the Iowa Department of Natural Resources and the Environmental Protection Agency may need to be considered. Should a property already be acquired at the time contamination is verified, former owners may be determined

to be responsible for the clean-up costs, but recouping such costs may prove difficult.

If you encounter any indications of contamination of any necessary right of way, ***IMMEDIATELY*** contact your LPA Coordinator for further advice and assistance on how to proceed. Discussion concerning the valuation and acquisition of real estate with environmental issues is available in the Iowa DOT Appraisal Operations Manual http://www.iowadot.gov/rightofway/rowappraisal_manual.html and the Acquisition Manual.
http://www.iowadot.gov/rightofway/rowacquisition_manual.html

Parcel - What is it?

A parcel may be described as a tract or tracts of land, an improvement, a legal property right owned by a single entity or multiple entities, and operated as a single unit. All or part of the larger unit may be required for highway right of way or damaged by highway construction or maintenance.

There are three tests used to determine what constitutes a parcel; unity of use, proximity, and unity of ownership. Unity of use is not limited to the existing use but it is also the highest and best use to which the property may be put. Proximity is not limited to tracts abutting each other, but rather tracts within proximity that a larger parcel is still a practical, economic unit. Unity of ownership may or may not prove indicative of what makes up a parcel. For further information please see the Iowa DOT ROW Design Manual.
http://www.iowadot.gov/rightofway/rowdesign_manual.html

Tenant-Owned Improvements and Leasehold Interests

Tenants are owners of an interest in real property and must be considered. Their interests cannot be overlooked and should be identified as early as possible. Leases are either oral or written. Leases transfer the rights to use land and/or improvements to the tenant for a specified rent and period of time. The first step in determining a leasehold interest is to obtain a copy of the lease. Other items to look for and consider are sales tax permits (commercial property) and asking who "owns" the crops on agricultural land or who resides in residential property.

Compensation for a tenant-owned improvement is the amount which the improvement contributes to the fair market value of the whole property, or its salvage value, whichever is greater. Iowa Code § 6B.55 (2). The appraiser should secure the signatures of both the owner and tenant of the land on a written agreement stating the improvements owned by each party. This agreement will be included in the appraisal with a suggested allocation of the appropriate amount for the improvement to be purchased. The tenant is entitled to accompany the appraiser during an inspection of the tenant-owned improvements.

If the landowner and tenant don't agree on who owns what, then you may want to include names of all owners and tenants together on the same contract and/or acquisition proceeds check, permitting the parties to divide the total amount themselves. The appraiser's suggested allocation of the estimate of just compensation for the tenant and landlord is just that -- a suggestion only.

Where there is no dispute on who owns what, the tenant may sign a tenant contract separate from the owner's. This serves as a release of the tenant's interests in the lease. If there are tenant-owned improvements being acquired, these should be itemized on the contract and a subsequent Bill of Sale signed by the tenant transferring ownership of the items to your agency.

You may not want to accept contracts from an owner or tenant unless an agreement has been reached with both. If an agreement cannot be reached, both interests can be combined and acquired in a single condemnation proceeding, although either the tenant or owner are entitled to ask for separate awards at the condemnation hearing. Exceptions may include minor acquisitions, tenants with 30-day verbal leases or farm year-to-year leases for either cash or crop share would have a minimal financial interest. In these cases the acquisition may be accomplished by having the tenant sign a separate tenant contract.

A key issue involving the acquisition of land is possession. Without possession a project cannot be constructed. When dealing with landowners and tenants separately you will need to coordinate the surrender of possession from the various interest holders.

For example, a tenant may agree to relinquish their rights of possession on January 1 and the landowner has not agreed to settle. On January 1, the owner is in a precarious position since the tenant has left the property and rent is no longer being paid. The owner may decide to find a new tenant and collect rent until settlement is reached with the acquiring authority. Relocation payments made to tenants are not payments of just compensation. In the situation described above, a new tenant may be entitled to relocation payments. It will be necessary to determine what relocation benefits, if any, the new tenant qualifies for.

Frequently Asked Questions (FAQ's)

In this section of your manual we have included frequently asked questions and answers. We have organized these questions by categories for easier reference.

General Questions

- If there is no Federal funding in right-of-way acquisition, must I follow these procedures?

  Ans. Yes, if there is Federal funding in any phase of the project State law now requires many of these procedures to be followed regardless of federal funding involvement. It is recommended that these procedures be followed in all projects.

- Do we have to acquire temporary easements before we can let our project?

  Ans. Yes, these interests must be acquired and certified prior to the construction of the project. (See the Easement section under Miscellaneous Topics.)

- When is possession of condemned property secured?

  Ans. When the proceeds of the condemnation proceeding are deposited with the Sheriff, unless an owner-occupied house is condemned (see Iowa Code § 6B.25 and 6B.26). http://www.legis.state.ia.us/IowaLaw.html In this event, possession occurs as soon as the final payment is made to the property owner. If an appeal occurs, possession will not occur until the appeal is finally resolved. Only in the case of the Iowa DOT condemning the owner-occupied house can the 180-day limit on the retained possession of the property owner be imposed (see Iowa Code § 6B.26).

- How do I find an appraiser, a relocation agent or some other right of way professional?

  Ans. Your LPA Coordinator can provide a list of right of way services consultants who perform and who are familiar with federal and state policies/guidelines. These agents will provide several names from which you can select.

- Can the LPA use its own legal staff for condemnation in the name of the state?

  Ans. Yes, if a 28E agreement (see Iowa Code Chapter 28E) has previously been signed. http://www.legis.state.ia.us/IowaLaw.html

Valuation or Appraisal Questions

- Can I use a local appraiser?

  Ans. If qualified to do eminent domain appraisals, a local appraiser can be used.

- Can an employee of the LPA do an appraisal?

  Ans. It depends on the complexity of the appraisal problem and qualification of the employee. For more information, contact your LPA Coordinator.

- How long does it take to do an appraisal?

  Ans. Depending on the complexity of the parcel, and the availability of appraisers, the process may take from 6 to 8 weeks, or longer.

- How long does it take to review an appraisal?

  Ans. Depending on the complexity, it can take from 3 to 4 weeks.

Acquisition Questions

- Who can act as the agency's negotiator?

  Ans. A qualified full-time employee of the LPA, or a fee negotiator.

- Can the negotiator offer less than the approved appraisal?

  Ans. No.

- Can the final agreed compensation exceed the approved appraisal?

Ans. Yes, provided written documentation in the form of an Administrative Settlement is furnished. It is recommended that the Iowa DOT be consulted prior to the LPA's commitment to the increased amount.

Where Do I Find….?

We have included a list of references and an abstract of what is contained in those resources. These references may be obtained from the Iowa DOT Office of Local Systems, Iowa DOT Office of Right Way, or the FHWA.

- *Iowa DOT Office of Right of Way Policies and Procedures Manuals* -- These manuals collectively cover all aspects of the right of way process. Sections covered include Right of Way Design, Appraisal, Acquisition, Relocation Assistance, Condemnation Hearing Coordinator's Manual, Fiscal & Title, and Property Management. http://www.iowadot.gov/rightofway/default.htm Procedures directing Advertising Control may be found in 761 IAC 116, 117, 118, 119 and 120 http://www.legis.state.ia.us/IAC.html. Links have been provided for those resources available electronically. Please request hard copies of those resources without links from your LPA Coordinator.

- *Iowa Code* -- The Iowa Code has many chapters and sections which apply to the purchase of right of way for highway purposes. The manner prescribed for most procedures are found in Chapters 6A, 6B, 28E, 306, 306A, 306B, 306C, 313 and 316. http://www.legis.state.ia.us/IowaLaw.html

- *Federal Regulations* -- The primary ones here are 23 CFR and 49 CFR Part 24 http://www.fhwa.dot.gov/legsregs/legislat.html -- 23 CFR deals with highways in general -- 49 CFR Part 24 is the implementing regulation covering the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

- *Iowa Administrative Code* -- The Iowa Administrative Code http://www.legis.state.ia.us/IAC.html is a set of rules which, similar to federal regulations, implement laws passed. In particular, 761 IAC 111 is the section of the Iowa Administrative Code which implements the right of way processes in Iowa. Paper copies of the *"Uniform Manual, Real Property Acquisition and Relocation Assistance"* are available from your LPA Coordinator upon request.

- *Department of Treasury, Internal Revenue Sec. 1.6045-4* -- The IRS regulations describing the reporting of real estate transactions are found in this section. http://www.irs.gov/pub/irs-pdf/i1099s_06.pdf

SUMMARY

Return

All aspects of Right of Way have not been discussed in this manual. Our goal was to provide you with a guide to the operations and functions you may frequently encounter and the priorities which must be followed.

The Iowa DOT Office of Right of Way maintains an LPA Unit within the Property Management Section. The Property Management Section is currently staffed with full-time employees to provide guidance and monitor LPA activities. The Office of Right of Way also has other specialized sections available to assist you in expediting your projects. For coordination and specific guidance, please contact the LPA Coordinators in the Property Management Section at (515) 239-1300.

ADDRESS

Property Management Section
Office of Right of Way
Iowa DOT
800 Lincoln Way
Ames, IA 50010
(515) 239-1300

Iowa DOT Local Public Agency Coordinators (LPACs) are assigned to areas covered by one or more DOT Districts, as shown on the map of Iowa you will find via our website link below. For more information, contact the agent responsible for your area of the state.

www.iowadot.gov/rightofway/propertymanage/lpacs.html

Those of us who created this manual wish to extend our thanks to the Federal Highway Administration and the efforts of all those individuals from the private and public sectors that served on this manual team.

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Index 1

Checklists

Checklist for Determining Complex Parcel for Appraisal Purposes

County/City _____ Project No. _____

Name of Preparer _____ Title _____

Date _____

It is the responsibility of the county or city to determine the complexity of a parcel. The following yes/no type questions are intended to provide guidance to help in making that determination. If the answer to any of these questions is yes (or even maybe) the parcel may have sufficient complexity to classify it as complex. A "yes" answer should be an alert that more questions need to be asked.

1. Is estimating value difficult due to a lack of sufficient market data (comparable sales)?
2. Is the anticipated value of the proposed acquisition over $10,000?
3. Is the anticipated value of the proposed acquisition anything more than a strip acquisition?
4. Are buildings, wells, signs, etc. affected?
5. Is the anticipated value of the proposed acquisition severing any buildings from the remainder?
6. Are trees, shrubs or any other landscaping involved?
7. Does moving the proposed right of way line require analysis of possible proximity damages?
8. Is access to the property changed or limited?
9. Is the current highest and best use of the property going to be changed as a result of the proposed acquisition?
10. Does a significant amount of the total compensation involve items other than land value?
11. Are there any borrow areas?
12. Is there reason to believe this parcel will proceed to Condemnation?
13. Is more land than actually needed being acquired?
14. Does the proposed acquisition impact the sewage disposal system or property drainage?
15. Are there any other considerations that complicate the valuing of this parcel?

Local Public Agency Checklist

LPA: ***Project:***

	YES	NO	N/A
PLANNING AND PREPARATION:			
Notified DOT of project			
Contact DOT LPA Coordinator for Right of Way information			
Scope project and consider right of way needs			
Prepare parcel files			
Research title			
Layout right of way needs			
REQUESTS AND APPROVALS:			
Request authorization for incidental right of way reimbursement			
Apply for hardship/advance purchases (if any)			
Receive environmental clearances			
Receive authorization to acquire right of way			
COMPLETING THE ROW PROCESS:			
Provide 30 day notices of Public Hearings (Sec.6B.2A)			
Provide landowners Statement of Rights (Sec. 6B.2B)			
Value property rights (Appraisal or Appraisal Waiver Process)			
Values reviewed (Appraisal or Appraisal Waiver Process)			
Develop Relocation Assistance Offers			
Send full appraisals 10 days before opening negotiations			
Provide good faith negotiations			
Offer Relocation Assistance			
WRAPPING UP:			
All parcels acquired or condemned			
Secure possession of all parcels			
Clear all properties			
Plan turn in			
Let project			

Parcel Specific Valuation Review

Project: ***Parcel No:***

County: ***LPA:***

	Acceptable	Concern	Problem	N/A
Basics of Appraisal:				
Owner offered opportunity to accompany				
5-year delineation of title provided				
Tenants identified and considered				
Adequate property information provided				
Appropriate selection of appraisal format				
The Report:				
Applicable approaches to value developed				
Discussion as to why approaches not developed				
Persuasive highest and best use analysis				
Adequate support for all conclusions				
Non-compensable items ignored				
Tenant owned improvements identified				
Allocation of major leasehold interests				
Review Appraiser:				
Reviewer competent for assignment				
Errors were identified				
Fair Market Value supported				
Differences between appraisals reconciled				
Appropriate actions taken on appraisal inadequacies				
Appraisal Waiver (Compensation Estimates)				
Uses of C.E.'s were appropriate				
Approved process utilized				
Competent person provided estimate				
Compensation Estimate reviewed				

Other remarks:

Parcel Specific Acquisition Review

Project: ***Parcel No:***

County: ***LPA:***

	Acceptable	Concern	Problem	N/A
OFFERS:				
Original offer not less than approved value				
Revised offers if original offer modified				
30-day and 90-day notices within offers				
Statement of Rights provided				
Appraisal sent 10 days before 1st meeting				
Tenant offers				
DOCUMENTATION:				
Completed contracts or agreements				
Negotiation contact notes				
Copies of all negotiation correspondence				
Explanatory administrative settlement				
Breakdown of payments				
Applicable estimates				
Evidence of good faith negotiations				
Compensation estimates approved				

Other comments or concerns:

Parcel Specific Relocation Review

Project: ***Parcel No:***

County: ***LPA:***

	Acceptable	Concern	Problem	N/A
GENERAL:				
General Information provided				
Services offered and furnished to displacee				
Relocation benefits explained to displacee				
NOTICES:				
Comparable dwellings available at displacement				
Notice of eligibility issues				
90-day and 30-day notices issued				
OFFERS:				
Offers of all applicable benefits to owner				
Offer of all applicable benefits to tenant				
RHP or basis of offer provided in writing				
Replacement DSS inspection prior to move				
REIMBURSEMENTS:				
Moving costs paid				
Appropriate incidentals paid				
Increased mortgage computed and paid				
RHP paid to owner				
RHP paid to tenant				
CONCLUSIONS:				
Appeal process explained				
Appellant notified in writing of determination				
Absence of discrimination				

Other remarks:

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Index 2

Valuation Forms

Initial Contact Letter

(County/City)
Project No.:
Parcel No.:

Dear _____:

A portion of the (or entire) property you own will be acquired by (City/County) for the construction of the _____. Appraisal activities will begin in the near future.

As the owner of property impacted by this highway project you have a number of rights, including:

- The right to receive Just Compensation for the taking of property.
- The right to receive an offer to purchase, which may not be less than the lowest appraisal of the fair market value of the property.
- The right to receive a copy of the appraisal upon which the determination of Just Compensation is based not less than 10 days before being contacted by an acquisition agent.
- An opportunity to accompany the appraiser during the inspection of the property.
- Determination of Just Compensation by an impartial compensation commission and the right to appeal its award to district court if you cannot agree on a purchase price with the (City/County).
- Payment of the agreed upon purchase price, or if condemned, a deposit of the compensation commission award before being required to surrender possession of the property.

This is a partial list of your rights directly related to the appraisal function. For a complete listing, you may refer to Section 6B.2A of the *Iowa Code*, or the brochure *"Highways and Your Land"*, which will be presented to you at the beginning of negotiations.

_____, _____, Iowa, a staff/private appraiser (with/under contract to) the City/County is assigned to appraise your property. They will be contacting you by telephone in the near future to make arrangements to meet with you to further explain the project, its impacts to your property and the inspection.

We look forward to working with you.

Sincerely,

_____

ALLOCATION OF JUST COMPENSATION

Project No. _____

Parcel No. _____

1. Land to be acquired by: $ **0.00**

Fee Title:	0.00	acres/sq.ft.	$ **0.00**
Fee Title:	0.00	acres/sq.ft.	$ **0.00**
Perm. Ease.	0.00	acres/sq.ft.	$ **0.00**
Perm. Ease.	0.00	acres/sq.ft.	$ **0.00**

2. Buildings to be acquired: $ **0.00**

3. Other improvements to be acquired excluding right of way fence:* $ **0.00**

4. Control of Access: $ _____

5. Severance damage to remaining property: $ _____

Total estimate of just compensation $ _____

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

CERTIFICATION OF APPRAISER

Parcel No._____ Project No. _____ County _____

I hereby certify:

That I have personally made a field inspection of the property herein appraised and that I have afforded the property owner or authorized representative the opportunity to accompany me at the time of inspection. I have also personally made a field inspection of the comparable sales relied upon in making said appraisal. The subject and comparable sales relied upon in preparing this appraisal are as represented by the photographs supplied.

That to the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based is correct, subject to the limiting conditions therein set forth.

That I understand the intended use of this appraisal is for eminent domain related acquisition of property by the State of Iowa.

This appraisal was prepared according to the contract/assignment from the _____ . The appraisal is prepared under the Jurisdictional Exception provision contained in the Uniform Standards of Professional Appraisal Practice (USPAP).In preparing the appraisal; I have conformed with all parts of USPAP except those that are contrary to State and Federal requirements.

This eminent domain appraisal has been completed under the following appraisal requirements

- The Iowa Constitution, Article 1, Section 18
- Code of Iowa, Chapters 6A, 6B, 316 and other eminent domain statutes
- Iowa Supreme Court interpretations of Iowa Constitution and eminent domain statutes
- Regulations 761, IAC 111
- Federal Uniform Act and Regulations, 49CFR, part 24

Guidance can be found at

- The Iowa Department of Transportation Appraisal Policy and Procedure Manual
- The Federal Highway Administration (FHWA) Appraisal Guide
- Uniform Standards for Federal Land Acquisition
- Uniform Standards of Professional Appraisal Practice (USPAP)

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported therein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of the appraisal to anyone other than the proper officials of the _____and I will not do so until so authorized, or until I am required to do so by due process of law, or until I am released from the obligation by having publicly testified as to such findings.

That I am aware the_____ will provide a copy of this appraisal to the property owner or their designee.

That the conclusion set forth in this appraisal is my independent opinion of the difference between the fair market value of this property immediately before and immediately after the proposed acquisition.

As of _____ , _____, the estimate of just compensation is $ _____.

Date of Signature _____ Signature _____

Project No. _____

Parcel No. _____

PURPOSE OF THIS APPRAISAL:
To estimate the market value of the ownership interest, and the leasehold interest if any, in this property before the proposed acquisition and the market value of the same interest in the remainder property immediately after the proposed acquisition. In case the proposed acquisition causes only limited damage, the purpose is to estimate just compensation resulting from the acquisition, without reporting before and after values.

DEFINITION OF MARKET VALUE:
The cash price which would be arrived at as between a voluntary seller willing but not compelled to sell and a voluntary purchaser willing but not compelled to buy, both of whom are acting freely, intelligently and at arm's length, bargaining in the open market for the sale and purchase of the real estate in question. (State of Iowa Uniform Jury Instruction No. 14.4)

DEFINITION OF HIGHEST AND BEST USE:
The utilization of a property to its best and most profitable use. It is that use, chosen from among the reasonably probable and financially feasible alternative uses which is found to be physically practical, legally acceptable and which results in the highest present value, as defined, as of the effective date of the appraisal.

HAZARDOUS SUBSTANCE CONTAMINATION:
The appraiser observed the following signs of possible contamination: ☐ None, ☐ As described

_____

FIVE YEAR DELINIATION OF TITLE: *(If none, so state)*

Grantor	Grantee	Type of Instr.	Date of Instr.	Book	Page	Sales Price

LEASES: *(Lessee's Name, Address and Lease Terms)*

DATE OF INSPECTION AND INVITATION:

I offered _____ who is the _____ an opportunity to accompany me on my inspection of this property by ☐ personal contact ☐ telephone ☐ letter on _____, _____. This invitation was ☐ accepted ☐ declined.

Telephone number of owner or representative contacted: _____

I personally inspected the subject property on _____, _____. _____

ASSUMPTIONS AND LIMITING CONDITIONS

1. The photographs contained in the individual appraisal reports were taken by the appraiser on the date the property was inspected. Any photo taken on a different date or by another person will be appropriately labeled.

2. The title to the property is good and merchantable, free and clear of all liens and, there are no encumbrances other than those mentioned in the appraisal report.

3. The plans, plats, legal descriptions and other data furnished by others are assumed to be correct and reliable but the appraiser assumes no responsibility for their accuracy.

4. The individual appraisals are made in accord with the Code of Iowa and do not reflect any benefit from the proposed improvement or non-compensable items of damage.

5. Any temporary easement area acquired will be retained by the state until completion of project construction and will be returned in the condition indicated by the highway plans.

6. The existing drainage will not be adversely affected by highway construction unless otherwise specified in the data furnished and the tile lines on the remaining property will function properly after highway construction is completed.

7. The property is appraised as though under responsible ownership and typical management.

8. The property owner will be paid separately for the cost of fencing the new right of way line, if such fencing is needed, in those cases where the state does not erect a right of way fence. The property owner has a right to pasture livestock adjacent to any state erected fence but must assume all responsibility for restraint of such livestock. Any effect on fencing other than right of way fence or temporary fence will be considered in the individual appraisal reports.

9. The property owner or lessee will be paid separately for loss, if any, of growing crops or completed field work.

10. The Agency may use any or all of the contents of the appraisal reports only for its normal business functions.

EMINENT DOMAIN VALUE FINDING REPORT

Fee and Permanent Easement Acquisition

Parcel No. _____ Project No. _____ County _____

Record Owner _____

Owner's Mailing Address _____

Address of Property being Appraised (same) _____

This property is described as:

This property consists of _____ taxable acres/sq.ft. before the acquisition and _____ taxable acres/sq.ft. will remain after the acquisition. The land to be acquired for highway purposes consists of _____ acres/sq.ft. by fee title and _____ acres/sq.ft. by permanent easement.

The present zoning is _____ and its present use is _____. The property is appraised on the basis of Its highest and best use for _____ before the acquisition and _____ after the acquisition.

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

The estimate of just compensation* is: **$** _____

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

Date of Valuation _____

Signed _____

Appraiser

EMINENT DOMAIN VALUE FINDING REPORT

Fee Acquisition

Parcel No. _____ Project No. _____ County _____

Record Owner _____

Owner's Mailing Address _____

Address of Property being Appraised (same) _____

This property is described as:

This property consists of _____ taxable acres/sq.ft. before the acquisition and _____ taxable acres/sq.ft. will remain after the acquisition. The land to be acquired for highway purposes consists of _____ acres/sq.ft. by fee title.

The present zoning is _____ and its present use is _____. The property is appraised on the basis of Its highest and best use for _____ before the acquisition and _____ after the acquisition.

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

The estimate of just compensation* is: **$** _____

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

Date of Valuation _____

Signed _____

Appraiser

EMINENT DOMAIN VALUE FINDING REPORT

Permanent Easement Acquisition

Parcel No. _____ Project No. _____ County _____

Record Owner _____

Owner's Mailing Address _____

Address of Property being Appraised (same) _____

This property is described as:

This property consists of _____ taxable acres/sq.ft. before the acquisition and _____ taxable acres/sq.ft. will remain after the acquisition. The land to be acquired for highway purposes consists of _____ acres/sq.ft. by permanent easement.

The present zoning is _____ and its present use is _____. The property is appraised on the basis of Its highest and best use for _____ before the acquisition and _____ after the acquisition.

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

The estimate of just compensation* is: **$** _____

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

Date of Valuation _____

Signed _____

Appraiser

EMINENT DOMAIN VALUE FINDING REPORT

Temporary Easement Only

Parcel No. _____ Project No. _____ County _____

Record Owner _____

Owner's Mailing Address _____

Address of Property being Appraised (same) _____

This property is described as:

This property consists of _____ taxable acres/sq.ft. before the acquisition and the same after the acquisition.

The present zoning is _____ and its present use is _____. The property is appraised on the basis of Its highest and best use for _____ before the acquisition and _____ after the acquisition.

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

The estimate of just compensation* is: **$** _____

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

Date of Valuation _____

Signed _____
Appraiser

EMINENT DOMAIN DETAILED APPRAISAL REPORT

Fee and Permanent Easement Acquisition

Parcel No. _____ Project No. _____ County _____

Record Owner _____

Owner's Mailing Address _____

Address of Property being Appraised (same) _____

This property is described as:

This property consists of _____ taxable acres/sq.ft. before the acquisition and _____ taxable acres/sq.ft. will remain after the acquisition. The land to be acquired for highway purposes consists of _____ acres/sq.ft. by fee title and _____ acres/sq.ft. by permanent easement.

The present zoning is _____ and its present use is _____. The property is appraised on the basis of Its highest and best use for _____ before the acquisition and _____ after the acquisition.

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

Value of the entire property before acquisition is:	**$**	**0.00**
Value of the remaining property after acquisition is:	**$**	**0.00**
The estimate of just compensation* is:	**$**	**0.00**

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

Date of Valuation _____

Signed _____

Appraiser

EMINENT DOMAIN DETAILED APPRAISAL REPORT

Fee Acquisition

Parcel No. _____ Project No. _____ County _____

Record Owner _____

Owner's Mailing Address _____

Address of Property being Appraised (same) _____

This property is described as:

This property consists of _____ taxable acres/sq.ft. before the acquisition and _____ taxable acres/sq.ft. will remain after the acquisition. The land to be acquired for highway purposes consists of _____ acres/sq.ft. by fee title.

The present zoning is _____ and its present use is _____. The property is appraised on the basis of Its highest and best use for _____ before the acquisition and _____ after the acquisition.

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

Value of the entire property before acquisition is:	**$**	**0.00**
Value of the remaining property after acquisition is:	**$**	**0.00**
The estimate of just compensation* is:	**$**	**0.00**

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

Date of Valuation _____

Signed _____

Appraiser

EMINENT DOMAIN DETAILED APPRAISAL REPORT

Permanent Easement Acquisition

Parcel No. _____ Project No. _____ County _____

Record Owner _____

Owner's Mailing Address _____

Address of Property being Appraised (same) _____

This property is described as:

This property consists of _____ taxable acres/sq.ft. before the acquisition and _____ taxable acres/sq.ft. will remain after the acquisition. The land to be acquired for highway purposes consists of _____ acres/sq.ft. by permanent easement.

The present zoning is _____ and its present use is _____. The property is appraised on the basis of Its highest and best use for _____ before the acquisition and _____ after the acquisition.

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

Value of the entire property before acquisition is:	**$**	**0.00**
Value of the remaining property after acquisition is:	**$**	**0.00**
The estimate of just compensation* is:	**$**	**0.00**

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

Date of Valuation _____

Signed _____

Appraiser

RESIDENTIAL APPRAISAL REPORT

Parcel No. _____ Project No. _____ County _____

Ownership _____

Address of Property being Appraised _____

This property is described as:

Present zoning is _____ Present use is **RESIDENCE**

Appraised on the basis of highest and best use for **RESIDENCE**

PURPOSE OF THIS APPRAISAL: To estimate the market value of the ownership interest, and the leasehold interest if any, in this property before the proposed acquisition by the Department of Transportation and the market value of the same interest in the remainder property immediately after the proposed acquisition. In case the proposed acquisition causes only limited damage, the purpose is to estimate just compensation resulting from the acquisition, without reporting before and after values.

DEFINITION OF MARKET VALUE: The cash price which would be arrived at as between a voluntary seller willing but not compelled to sell and a voluntary purchaser willing but not compelled to buy, both of whom are acting freely, intelligently and at arm's length, bargaining in the open market for the sale and purchase of the real estate in question. (State of Iowa Uniform Jury Instruction No. 14.4)

DEFINITION OF HIGHEST AND BEST USE: The utilization of a property to its best and most profitable use. It is that use, chosen from among the reasonably probable and financially feasible alternative uses which is found to be physically practical, legally acceptable and which results in the highest present value, as defined, as of the effective date of the appraisal.

DATE OF VALUATION:
The values of this property, both before and after the proposed acquisition, are estimated as of: _____

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA:	**$ 0.00**
Value of the remaining property (if applicable):	**$ 0.00**
Difference of legal measure of damage (if applicable):	**$ 0.00**

CERTIFICATION OF APPRAISER

I hereby certify:

That I have personally made a field inspection of the property herein appraised and that I have afforded the property owner or authorized representative the opportunity to accompany me at the time of inspection. I have also personally made a field inspection of the comparable sales relied upon in making said appraisal. The subject and comparable sales relied upon in preparing this appraisal are as represented by the photographs supplied.

That to the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based is correct, subject to the limiting conditions therein set forth.

That I understand the intended use of this appraisal is for eminent domain related acquisition of property by the State of Iowa.

This appraisal was prepared according to the contract/assignment from the _____- . The appraisal is prepared under the Jurisdictional Exception provision contained in the Uniform Standards of Professional Appraisal Practice (USPAP).In preparing the appraisal; I have conformed with all parts of USPAP except those that are contrary to State and Federal requirements.

This eminent domain appraisal has been completed under the following appraisal requirements

- The Iowa Constitution, Article 1, Section 18
- Code of Iowa, Chapters 6A, 6B, 316 and other eminent domain statutes
- Iowa Supreme Court interpretations of Iowa Constitution and eminent domain statutes
- Regulations 761, IAC 111
- Federal Uniform Act and Regulations, 49CFR, part 24

Guidance can be found at

- The Iowa Department of Transportation Appraisal Policy and Procedure Manual
- The Federal Highway Administration (FHWA) Appraisal Guide
- Uniform Standards for Federal Land Acquisition
- Uniform Standards of Professional Appraisal Practice (USPAP)

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported therein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of the appraisal to anyone other than the proper officials of the _____n and I will not do so until so authorized, or until I am required to do so by due process of law, or until I am released from the obligation by having publicly testified as to such findings.

That I am aware the _____ will provide a copy of this appraisal to the property owner or their designee.

That the conclusion set forth in this appraisal is my independent opinion of the difference between the fair market value of this property immediately before and immediately after the proposed acquisition.

Date of Signature _____

Signature _____
Appraiser

APPRAISAL OF SIGN OR BILLBOARD

Parcel No. _____ Project No. _____ County _____

Land Owner _____

Sign Owner _____

Address _____

City _____ State _____ Zip Code _____

Permit No. _____

Location _____

_____

_____

_____

Identification _____

_____

_____

_____

Photographs

VALUE UNDER EMINENT DOMAIN LAW OF
THE STATE OF IOWA

Sign value before acquisition is: **$ 0.00**

Sign value after acquisition is: **$ 0.00**

Estimate of just compensation is: **$ 0.00**

CERTIFICATION

I hereby certify that in the preparation of this appraisal for highway purposes I have personally inspected this property; that I have no present or contemplated future interest therein; that compensation to me for this appraisal service is not contingent upon any value conclusions herein set forth; that Federal-aid highway funds are involved; and that all statements herein are true to the best of my knowledge and belief.

Date of Valuation _____

Signed _____
Appraiser

CERTIFICATION OF REVIEW APPRAISER

Project No. _____

Parcel No. _____

I certify the following:

☐ I am a government staff review appraiser with the authority to determine the amount to be offered as "Just Compensation".

☐ I am a contract review appraiser with the duty of recommending "Just Compensation" to a governmental administrative authority.

I understand that this determination or recommendation of "Just Compensation" is to be used in connection with the acquisition of property utilizing Governmental funds.

I **have/have not** made a visual inspection of the subject property and the comparable sales used in its valuation.

To the best of my knowledge no un-compensable items, under the established law of the State of Iowa, have been included in the final value recommended or approved to be offered as "Just Compensation" for the proposed acquisition from this property.

Neither my employment nor my compensation for making this review and determination or recommendation of "Just Compensation" is in any way contingent upon the values concluded in this review.

I have no direct or indirect, present or contemplated future personal interest in this property or in any benefit from the acquisition of the property.

The determination or recommendation has been reached independently based on the appraisal(s) and other factual data of record without collaboration or direction. The appraisal has been reviewed for adequacy and relevancy given the purpose and function of the appraisal and nature and extent of the proposed acquisition; and, to the appropriateness and reasonableness of the analysis, opinions and conclusions.

This eminent domain appraisal has been completed under the following appraisal requirements

- The Iowa Constitution, Article 1, Section 18
- Code of Iowa, Chapters 6A, 6B, 316 and other eminent domain statutes
- Iowa Supreme Court interpretations of Iowa Constitution and eminent domain statutes
- Regulations 761, IAC 111
- Federal Uniform Act and Regulations, 49CFR, part 24

Guidance can be found at

- The Iowa Department of Transportation Appraisal Policy and Procedure Manual
- The Federal Highway Administration (FHWA) Appraisal Guide
- Uniform Standards for Federal Land Acquisition
- Uniform Standards of Professional Appraisal Practice (USPAP)

Date of Signature _____

Signature _____

Review Appraiser

APPRAISAL
RECORD OF CONTACTS

Contact No. _____ County _____

☐ Owner ☐ Tenant ☐ Other _____ Project _____

☐ Personal Contact ☐ Telephone _____ Parcel _____

Type of Property ☐AG ☐COM ☐Other _____

☐RES ☐IND

Anticipated Appraisal Format _____

Persons Present _____

Discussion of Activities

_____

Appraiser _____

Date _____

LPA Manual
Index 3

Acquisition Forms

Statement of Property Owner's Rights

Just as the law grants certain entities the right to acquire private property, you as the owner of the property have certain rights. You have the right to:

- **a.** Receive just compensation for the taking of property. (Iowa Constitution, Article I, section 18)
- **b.** An offer to purchase, which may not be less than the lowest appraisal of the fair market value of the property. (Iowa Code section 6B.45; Iowa Code section 6B.54)
- **c.** Receive a copy of the appraisal, if an appraisal is required, upon which the acquiring agency's determination of just compensation is based not less than 10 days before being contacted by the acquiring agency's acquisition agent. (Iowa Code section 6B.45)
- **d.** An opportunity to accompany at least one appraiser of the acquiring agency who appraises your property when an appraisal is required. (Iowa Code section 6B.54)
- **e.** Participate in good faith negotiations with the acquiring agency before the acquiring agency begins condemnation proceedings. (Iowa Code section 6B.2B)
- **f.** A determination of just compensation by an impartial compensation commission and the right to appeal its award to the district court if you can- not agree on a purchase price with the acquiring agency. (Iowa Code section 6B.4; Iowa Code section 6B.7; Iowa Code section 6B.18)
- **g.** A review by the compensation commission of the necessity for the condemnation if your property is agricultural land being condemned for industry. (Iowa Code section 6B.4A)
- **h.** Payment of the agreed upon purchase price or, if condemned, a deposit of the compensation commission award before you are required to surrender possession of the property. (Iowa Code Section 6B.25; Iowa Code section 6B.26; Iowa Code section 6B.54(11))
- **i.** Reimbursement for expenses incidental to transferring title to the acquiring agency. (Iowa Code section 6B.33; Iowa Code section 6B.54(10))
- **j.** Reimbursement of certain litigation expenses: (1) if the award of the compensation commissioners exceeds 110 percent of the acquiring agency's final offer before condemnation; and (2) if the award on appeal in court is more than the compensation commissioners' award. (Iowa Code section 6B.33)
- **k.** At least 90 days written notice to vacate occupied property. (Iowa Code section 6B.54(4))
- **l.** Relocation services and payments, if you are eligible to receive them, and the right to appeal your eligibility for and amount of the payments. (Iowa Code section 316.9; Iowa Code section 6B.42) 4

(DATE)

When corresponding, refer to:
(Project No.)
(Parcel No.)

(OWNER)
(ADDRESS)

Dear :

(A portion of your/or/ your entire) property will be required for construction and maintenance of (Street/Highway) located in (City/County) , Iowa.

We enclose an appraisal concerning your property. We believe this represents the fair market value of the area to be acquired.

As owners of the real estate needed for the above referenced project, you are entitled to Just Compensation. However, if you so desire, you have the right to donate the right of way. This will be discussed by our representative at the time of your meeting.

In the near future, a representative of our Office will be in contact with you. We sincerely hope the enclosed appraisal will provide you with the necessary information for our future discussions.

Sincerely,

(NAME)
(TITLE)

Project: _____

Parcel: _____

Owner: _____

Local Public Agency Letterhead

As owners of real estate needed for the above referenced project and parcel, and acknowledging the fact that (I) (We) are entitled to just compensation based upon approved appraisal of the subject real estate, nevertheless, desire to donate the right-of-way. (I) (We) will execute the necessary conveyance instruments to transfer said right-of-way in the City of _____.
This donation to the City of _____, Iowa, is made without any coercive action of any nature.

_____
Signature of Owner Date

_____
Signature of Owner Date

Project:_____

Parcel:_____

Owner: _____

Local Public Agency Letterhead

As owners of real estate needed for the above referenced project and parcel, and acknowledging the fact that (I) (We) are entitled to just compensation based upon an approved appraisal of the subject real estate, nevertheless, desire to donate the right-of-way. (I) (We) waive such appraisal rights and will execute the necessary conveyance instruments to transfer said right-of-way in the City of _____.

This donation to the City of _____, Iowa, is made without any coercive action of any nature.

_____

Signature of Owner Date

_____

Signature of Owner Date

County:_____
Project Number:_____
Parcel Number:_____

DISCLOSURE OF REPRESENTATION

(Name of Agent) represents the (City/County) in this transaction.

By signing below, Seller confirms that written disclosure or representation was provided to them before signing of the transaction contract.

_____by:
(Individual/Corp)

X_____ _____
(Date)

Compensation Estimate

Parcel No. _____ Project No. _____ County _____

Record Owner(s): _____

Owner's Mailing Address: _____

Tenant(s): _____

Tenant(s) mailing address: _____

Subject Property address: _____

This property is described as:

Basis for land value estimate: _____

Land to be acquired: Fee title _____ acres @ $ _____ = $ _____

Permanent Easement _____ acres @ $ _____ = $ _____

Other considerations: = $ _____

Total Estimate = $ _____

Certification:

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

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

Approved by:

_____

DATE_____

DATE OF ESTIMATE

Signed _____

Estimating Agent

LOG OF APPROVED COMPENSATION ESTIMATES

Parcel No.	County	Project	Estimator	Value	Date Approved	Comments

Approved by:_____

__

DATE

COUNTY
PROJECT
PARCEL

OFFER TO PURCHASE
AND NOTICE OF EARLIEST MOVE DATE

OWNER

ADDRESS

Pursuant to Federal and State regulations, the (name of acquiring agency) presents to you the pamphlet "Highways and Your Land" and submits an offer of $(amount of approved value), which represents the approved appraisal of the right of way needed from your property.

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

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

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

By_____

Agent

DATE

COUNTY
PROJECT
PARCEL

OFFER TO PURCHASE
COMPENSATION ESTIMATE

OWNER

ADDRESS

Pursuant to Federal and State regulations, (name of acquiring agency) presents to you the pamphlet "Highways and Your Land" and submits an offer of $(amount of offer), which represents just compensation for the right of way needed from your property.

By_____

Agent

DATE

COUNTY
PROJECT
PARCEL

OFFER TO PURCHASE
COMPENSATION ESTIMATE

OWNER

ADDRESS

Pursuant to Federal and State regulations, (name of acquiring agency) presents to you the pamphlet "Highways and Your Land" and submits an offer of $(amount of offer), which represents just compensation for the right of way needed from your property. You will not be required to move from your dwelling or to move your business, farm, non-profit organization, or personal property any sooner than (fill in applicable date) which is at least 90 days from the date of this notice.

By_____

Agent

DATE

COUNTY
PROJECT
PARCEL

REVISED
OFFER TO PURCHASE

OWNER

ADDRESS

Pursuant to Federal and State regulations, (name of acquiring agency)

presents to you a revised offer of $ (amount of new offer) This offer supersedes the previous offer made on (date of previous offer) but does not affect the 90-day written notice presented with that offer.

By_____
(Date)

DATE

COUNTY
PROJECT
PARCEL

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

TENANT/LESSEE

ADDRESS

Pursuant to Federal and State regulations, (name of acquiring agency) presents to you the pamphlet "Highways and Your Land" and submits an offer of $(amount of offer), which represents just compensation for your tenant/lessee interest in the subject property.

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

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

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

By_____

Agent

CONTACT NO.

ACQUISITION
RECORD OF CONTACTS

County_____ Project_____ Parcel_____ _Name

Phone No._____ _Address_____ Zip Code_____

Residential___ Business___ Farm___ Non-Profit_____

Owner___ Tenant___ Personal Contact___ Telephone_____Persons Present:

Date Appraisal mailed:_____ OFFER $_____ ASKED $_____Discussion (and your recommendations)

Signed_____ Date_____

CERTIFICATION OF NEGOTIATOR
AND PARCEL CHECKSHEET

COUNTY_____ PROJECT _____ PARCEL NO. _____
OWNER _____ ADDRESS_____

I certify the following information to be correct.

1. The written agreement secured embodies all of the considerations agreed upon between the property owner and myself.
2. The agreement was reached without coercion, promises other than those shown in the agreement, or threats or any kind whatsoever by or to either of us.
3. I have no direct or indirect present or contemplated future personal interest in this parcel or in any benefit from the acquisition of this property.
4. I am aware this parcel may be used in connection with a highway project, which is Federally funded.

___ FILE CONTAINS THESE ITEMS,IN THIS ORDER:

___ Administrative Settlement Form
___ Information for Condemnation Form (attach copies of proposed Owner & Tenant contracts)
___ Owner Contract
___ Supplemental Agreements Form
___ Borrow Agreement Form
___ Building Removal Agreement
___ Owner's Acquisition Breakdown Sheet

___ Tenant Contract(s)
___ Tenant's Breakdown Sheet

___ Land Surveyor's Plat(s)
___ Plot Plan(s)

___ Written Offer (Owner's)
___ Written Offer (Tenant's)
___ Copy of Relocation Assistance Notice

___ Agents Notes
___ Estimates
___ Request for Design Revision Form
___ Report of Liens

DESIGNATE:

___ Number of Tenants
___ Number of Tenants Signed

Certified by_____
Agent (Date)

Approved by_____
Agent (Date)

PURCHASE AGREEMENT

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

SELLER: _____

THIS AGREEMENT made and entered into this _____ day of _____, **200** , by and between Seller and the _____, Buyer.

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

_____

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

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

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

_____

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

_____

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

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

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

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

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE OF PERFORMANCE
$ **0.00**	on conveyance of title	
$ **0.00**	on surrender of possession	
$ **0.00**	on possession and conveyance	**60 days after Buyer approval**
$ **0.00**	**TOTAL LUMP SUM**	

Breakdown		Ac./Sq.Ft.		
Land by Fee Title	_____	**acres**	Fence:	_____rods woven
Underlying Fee Title	_____	**acres**	Fence:	_____rods barbed
Permanent Easement	_____	**acres**		
Temporary Easement for Borrow	_____	**acres**		

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

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

(none)

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

(none)

7. Buyer may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the Total Lump Sum, Buyer agrees to pay **$100.00** for the cost of adding title documents required by this transaction to Seller's abstract of title. If requested to do so, SELLER WILL deliver to the Buyer an abstract of title to the premises. Buyer agrees to pay the cost of abstract continuation. SELLER AGREES to provide such documents as may be required by Iowa Land Title Standards to convey merchantable title to the Buyer. SELLER ALSO AGREES to obtain court approval of this agreement, if requested by Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

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

9. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.

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

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

12. Seller states and warrants that, to the best of Seller’s knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except .

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

X _____ X _____

_____

_____
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

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

☐ to me personally known

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

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

(NOTARIAL SEAL)

CAPACITY CLAIMED BY SIGNER:

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

SIGNER IS REPRESENTING:
List name(s) of entity (ies) or person(s)
_____
_____

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this _____ day of _____, 20__, before me, the undersigned, personally appeared _____, known to me to be a _____ of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said _____ acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

BUYER'S APPROVAL

_____
Recommended by: (Date)

_____
Approved by: (Date)

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

TOTAL PURCHASE AGREEMENT

PARCEL NO. _____ **COUNTY** _____

PROJECT NO. _____ **ROAD NO.** _____

SELLER: _____

THIS AGREEMENT made and entered into this _____ day of _____, **200__**, by and between Seller and the _____, Buyer.

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

   _____

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

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

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

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

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE OF PERFORMANCE
$ **0.00**	on conveyance of title	
$ **0.00**	on surrender of possession	
$ **0.00**	on possession and conveyance	**60 days after Buyer approval**
$ **0.00**	**TOTAL LUMP SUM**	

Breakdown		Ac./Sq.Ft.
Land by Fee Title	_____	**acres**
Underlying Fee Title	_____	**acres**

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

DISTRIBUTION: TWO COPIES RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

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

7. Buyer may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants issued in payment of this agreement. SELLER WILL deliver to the Buyer an abstract of title to the premises. Buyer agrees to pay the cost of abstract continuation. SELLER AGREES to provide such documents as may be required by Iowa Land Title Standards to convey merchantable title to the Buyer. SELLER ALSO AGREES to obtain court approval of this agreement, if requested by Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

8. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.

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

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

11. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except .

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

X _____ X _____

_____

_____
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, A.D. **200__**, before me, the undersigned, a Notary Public in and for said State, personally appeared _____,
☐ to me personally known
or ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

(NOTARIAL SEAL)

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

SIGNER IS REPRESENTING:
List name(s) of entity (ies) or person(s)
_____
_____

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this _____ day of _____, 20__, before me, the undersigned, personally appeared _____, known to me to be a _____ of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said _____ acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

BUYER'S APPROVAL

_____
Recommended by: (Date)

_____
Approved by: (Date)

DISTRIBUTION: TWO COPIES RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

TENANT PURCHASE AGREEMENT

PARCEL NO. _____ **COUNTY** _____

PROJECT NO. _____ **ROAD NO.** _____

SELLER: _____

THIS AGREEMENT made and entered into this _____ day of _____, **200__**, by and between Seller and the _____, Buyer.

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

_____

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

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

_____

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

_____

1c. SELLER ALSO GRANTS to Buyer a temporary easement as (described as follows: or as shown on Exhibit "__" on page ___ of this agreement) for the purpose of constructing an entrance and as shown on the project plans for this highway improvement. Said temporary easement shall terminate upon completion of this highway project.

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

Seller is tenant on the property of: _____

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

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

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

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

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

8. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except .

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

X _____ X _____

_____

_____
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, A.D. **200__**, before me, the undersigned, a Notary Public in and for said State, personally appeared _____,
☐ to me personally known
or ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

(NOTARIAL SEAL)

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

SIGNER IS REPRESENTING:
List name(s) of entity (ies) or person(s)
_____
_____

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this _____ day of _____, 20__, before me, the undersigned, personally appeared _____, known to me to be a _____ of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said _____ acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

BUYER'S APPROVAL

_____
Recommended by: (Date)

_____
Approved by: (Date)

DISTRIBUTION: TWO COPIES RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

RIGHT OF WAY ACQUISITION
AGREEMENT CLAUSES

ABBREVIATIONS:

Abbreviations: OR means office relocation

SR means side road
± means plus or minus
±PL means plus or minus property line
±ExR/W means plus or minus existing right of way
±PROP R/W means plus or minus proposed right of way
CS means curve to spiral
ST means spiral to tangent
SC means spiral to curve
TC means tangent to curve

ACCESS -- NO ACCESS CONTROL ACQUIRED – Whn using Iowa DOT furnished contract forms please note that the access clause on Partial Acquisition Agreements and Tenant Agreements (in Item 1) is to be crossed out when no access control rights are being acquired.

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

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

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

ACCESS AMENDED.

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

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

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

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

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

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

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

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

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

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

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

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

ACCESS CONTROL ONLY AGREEMENTS. No Conveyance real estate

Add the words to the agreement heading, and add the following clause to the agreement:

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

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

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

ALL PURPOSE ACKNOWLEDGEMENT
SELLER'S ALL-PURPOSE ACKNOWLEDGMENT
STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, A.D. , before me, the undersigned, a Notary Public in and for said State, personally appeared _____,
☐ to me personally known
or ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:
☐ INDIVIDUAL
☐ CORPORATE
Title(s) of Corporate Officer(s):
_____
_____
☐ Corporate Seal is affixed
☐ No Corporate Seal procured

☐ PARTNER(s):
☐ Limited Partnership
☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER:_____

SIGNER IS REPRESENTING:
List name(s) of entity (ies) or person(s)
_____

(NOTARY SEAL)

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

Notary Public in and for the State of _____

SURFACE BORROW (TopSoil Will Not Be Replaced)

In consideration of this contract, the provisions of this borrow agreement and the Total Lump Sum payment shown on Page 1 of this Agreement, Seller hereby grants to the Buyer a temporary easement for the purpose of removing borrow material.

The Right of Way Plot Plan attached as Page of this agreement graphically illustrates the proposed Temporary Easement for Borrow area being granted.

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

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

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

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SURFACE BORROW (TopSoil Will Be Replaced)

In consideration of this contract, the provisions of this borrow agreement and the Total Lump Sum payment shown on Page 1 of this Agreement, Seller hereby grants to the Buyer a temporary easement for the purpose of removing borrow material.

The Right of Way Plot Plan attached as Page of this agreement graphically illustrates the proposed Temporary Easement for Borrow area being granted.

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

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

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

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

POND BORROW

In consideration of this contract, the provisions of this borrow agreement and the Total Lump Sum payment shown on Page 1 of this Agreement, Seller hereby grants to the Buyer a temporary easement for the purpose of removing borrow material.

The Right of Way Plot Plan attached as Page of this agreement graphically illustrates the proposed Temporary Easement for Borrow area being granted.

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

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

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

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

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

The _____, located _____ is/are reserved to Seller. Seller agrees to remove said item(s) from the premises on or before _____. Should Seller fail to remove said item(s) by said date, they shall become the property of Buyer, who shall remove said item(s) as they see fit.
It is understood and agreed the sum of $ _____ has been deducted from the Total Lump Sum shown on Page 1 of this agreement for Seller's salvage rights for said item(s). Seller agrees to acquire all necessary permits and to comply with

all local ordinances and/or requirements, including, but not limited to, the removal of building(s) to the foundation level and to isolate, cap, shut off, and disconnect all utilities to building(s) and/or improvement(s). Seller indemnifies and saves the Buyer harmless for all salvage activities and agrees to leave the salvage area in a safe, workmanlike manner.

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

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

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

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

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

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

<u>COMPENSATION</u> -- See MONEY DIVISION.

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

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

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

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

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

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

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

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

<u>IF CROPS HAVE NOT YET BEEN PLANTED THE OWNER OR TENANT MAY ELECT TO BE COMPENSATED FOR PROVIDING WEED AND EROSION COVER FOR THE AREA TO BE ACQUIRED.</u> The following clause may be used.

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

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

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

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

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

<u>IF CROPS HAVE BEEN PLANTED THE OWNER AND/OR TENANT WILL BE COMPENSATED AS FOLLOWS:</u>

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

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

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

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

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

Crop reservations, payment, and agreements to provide weed control shall only be considered within the same calendar year the agreement for the land is signed.

CONTAMINATION CLAUSES SHOULD NOT TO BE USED WITHOUT PRIOR CONSULTATION AND CONCURRENCE FROM THE LPA LEGAL STAFF

CONTAMINATION -- If Seller hauls and disposes of contamination.

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

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

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

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

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

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

CONTAMINATION -- Elimination of Monitoring Well.

As a part of this highway project, the monitoring well owned by Seller on the property sought and described herein shall be eliminated. Buyer shall plug and abandon said well. If replacement of said well is required in order to comply with the terms of any law, rule or administrative order, then in addition to the Total Lump Sum shown on Page 1 of this agreement, Buyer agrees to reimburse Seller for the actual and reasonable cost of replacing said well. The replacement of said well shall be accomplished under the direction of the Iowa Department of Natural Resources. Reimbursement will be made upon Seller providing Buyer with itemized bills and receipts for the replacement of the well. The current estimate for replacing the well is $.

DEBRIS Disposal

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

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

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

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

D-2 Clause (CL-D-2)

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

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

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

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

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

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

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

DOLLAR AMOUNT -- See MONEY DIVISION.

DONATE. Add this clause when the property owner elects to donate the land to the LPA.

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

DRIVEWAY – Payment for extended driveway.

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

ENTRANCES -- See ACCESS.

EROSION CONTROL -- See BORROW.

EXCESS LAND – RELINQUISH RIGHTS

EXCESS LAND – RELINQUISH RIGHTS – Add this clause when excess land is purchased and the seller will relinquish Section 306.23 first right to purchase land back.

The (City/County)is required by Iowa Code Section 306.23 to give notice to the Seller when these premises, or any part thereof, is being sold because it is unused right-of-way. The Seller has the first right to purchase such land at its fair market value as established by an appraisal at the time of its sale. Seller hereby agrees to relinquish said first right to purchase these premises, or any part thereof, as given in said Section 306.23 of the Code of Iowa.

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

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

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

Buyer agrees to pay the cost of _____rods of _____ fencing. Payment will be made at the rate of $ _____per rod and IS INCLUDED in the Total Lump Sum shown on Page 1 of this agreement. Payment will NOT be made for replacement of gates. Seller may salvage any existing gates and/or fencing prior to the construction of this project. Any existing gates and/or fencing not removed shall become the property of the Buyer.

FENCE PAYMENT -- TEMPORARY FENCING. Seller will erect temporary fencing for borrow or other easement areas for control of farm animals during construction. NOTE THESE DOLLAR AMOUNTS ARE SUBJECT TO CHANGE--PLEASE CHECK WITH THE ACQUISITION SECTION IF YOU HAVE NOT USED THIS CLAUSE FOR SOME TIME.

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

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

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

FLOWAGE EASEMENT.

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

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

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

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

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

IMMEDIATE POSSESSION – Immediate possession required.

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

IMPROVEMENTS -- See BUILDINGS/IMPROVEMENTS.

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

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

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

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

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

INSURANCE -- FIRE, TORNADO, EXTENDED COVERAGE. Add to a PARTIAL Acquisition Agreement when granting continued possession on acquired major structures and/or improvements. (This clause is in the "body" of the Total Acquisition Agreement.)

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

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

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

<u>INTENT</u>– Intent to acquire clause.

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

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

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

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

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

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

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

% _____ payable to _____ and all applicable interests as described in <u>Items 6 and 7</u> of this agreement; and

% _____ payable to _____ and all applicable interests as described in <u>Items 6 and 7</u> of this agreement.

MUNICIPAL ACKNOWLEDGEMENT – Acknowledgement for Municipal Corporations.

STATE OF IOWA, COUNTY OF _____, ss:

On this _____ day of _____, A.D. _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____ to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of _____, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance No. _____, passed (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the _____ day of _____, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

(NOTARY SEAL)

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

PLOT PLAN (CL-PP) **– Plot plan attached to agreement.**

"The Right of Way Design Plot Plan attached as Page _____ of this agreement graphically illustrates the proposed acquisition area. It is understood and agreed that the Registered Land Surveyor's Plat, which will be attached to the future conveyance document, will supercede and replace this Plot Plan as the accurate and correct plat of the land being conveyed. Should the Land Surveyor's Plat indicate a slightly greater acreage/square footage to be conveyed than that shown on Page 1 of this agreement, the payment due the Seller will be increased accordingly and shown on the future conveyance document. Seller hereby waives any increased payment of less than $50.00."

PLOT PLAN FOR TE – Plot plan for temporary easement attached to agreement.

Sellers hereby grant to Buyer a Temporary Easement for the purpose of . The Right of Way Design Plot Plan attached as Page of this agreement graphically illustrates the proposed Temporary Easement area being granted. Said Temporary Easement shall terminate on completion of this highway project.

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

PROCEEDS -- See MONEY DIVISION.

RELOCATION ASSISTANCE ASSURANCE.

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

SALVAGE -- See BUILDINGS.

SEEDING -- See BORROW.

SUPPLEMENTAL (OWNER) AGREEMENT. Add this clause when preparing a supplemental agreement required because a change or correction is needed in an owner's agreement that is already signed and processed.

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

SUPPLEMENTAL (TENANT) AGREEMENT. Add this clause when preparing a supplemental agreement required because a change or correction is needed in a tenant's agreement that is already signed and processed.

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

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

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

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

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

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

STOCKPASS -- SELLER'S SHARE OF COST DEDUCTED FROM AGREEMENT PAYMENT. Seller agrees to participate in construction cost, and Seller's share of the cost is deducted from the Total Lump Sum of agreement.

Buyer agrees to construct a _____ stockpass at Sta. _____ for the use of the Seller. Seller agrees to pay $ _____ for said stockpass, and said dollar amount **IS DEDUCTED** from the Total Lump Sum shown on Page 1 of this agreement.

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

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

STOCKPASS -- SELLER'S SHARE OF COST TO BE PAID BY SELLER SEPARATELY. Seller agrees to participate in construction cost, and Seller's share of the cost is to be paid to Buyer upon request.

Buyer agrees to construct a _____ stockpass at Sta._____ for the use of the Seller. Seller agrees to pay $ _____ for said stockpass, and said payment is to be made **BY CERTIFIED CHECK, payable to Buyer**, upon the request of the (City/County)Engineer prior to construction of said stockpass.

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

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

TEMPORARY EASEMENT CLAUSE.

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

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

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

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

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

TEMPORARY EASEMENT RELEASE -- "MAJOR." Use this clause to release a major Temporary Easement that must be released by the (City/County)Engineer at a later date. For example: for borrows, channel reconstruction, detour roads, haul roads, and other major temporary construction rights that require a considerable portion of a single or several construction seasons or will cause considerable damage to the property.

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

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

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

WASTE MATERIAL CREATED BY BUYER ON PROJECT SITE. Buyer's disposal of waste material on Seller's property when required by construction plans.

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

WATER -- IMPOUNDING OF WATER.

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

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

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

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

Buyer agrees to pay the actual and reasonable cost, not to exceed $ _____, for replacing the well, located _____, measured from the centerline of said highway. Payment will be made when Seller provides Buyer with original itemized bills and/or receipts for the replacement of said well and a Certificate of Compliance from the local Sanitarian that the new well is certified for drinking water (potable water) and complies with State Law. Seller agrees to accept said sum as payment in full for any and all damages arising from the loss and replacement of said well.

LPA Manual
Index 4

Relocation Assistance Forms

RECEIPT FOR BROCHURE

CITY/COUNTY
PROJECT
PARCEL

I certify that I am the _____ located at _____and that I have personally received a copy of a brochure which explains relocation assistance and advisory services as included in the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended by the Uniform Relocation Amendments of 1987 and Chapters 6B and 316, Code of Iowa.

I also certify that I am a legal resident of the United States of America. I understand that if I am not a legal resident or if I move before negotiations are started for my property rights or move before I receive a written offer of my relocation benefits, I may lose eligibility of my relocation benefits.

Signed _____ **Signed _____**

Date _____ **Date _____**

Presentation of Brochure by: _____

Residential Relocation

SUBJECT INSPECTION SHEET

Owner ☐ Tenant ☐

County _____

Project No. _____

Parcel No. _____

Name: _____ Tel No.: _____

Street Address: _____

City, State Zip: _____

FULL NAME	AGE	RELATIONSHIP	PLACE OF EMPLOYMENT/SCHOOLS	MONTHLY INCOME
		Head of House		

Number of Persons: _____

Date of Occupancy: _____

Total Monthly Family Income: _____

☐ White ☐ Minority

PHOTOGRAPH OF RESIDENCE	FINANCIAL INFORMATION
	Owner-Occupant
	Mortgage: ☐ Yes ☐ No
	Lender:
	Tel. No.:
	Original Balance:
	Current Balance:
	Term:
	Rem.:
	Payment:
	Per ☐ Mo. ☐ Yr.
	Interest Rate:
	Other:
	Tenant Occupant
	Monthly Rent:
	Est. Monthly Utilities: + _____
	Base Monthly Rental: =

Type of Neighborhood: _____ Location: ☐ Urban ☐ Suburban ☐ Rural

Use: ☐ Single Family ☐ Multi-Family ☐ Res/Commercial Distance to: Work _____ Shopping _____

Style of House: _____ Type of Construction: _____ Age: _____

Gross Area: _____ S.F. Habitable Area: _____ S.F. Rooms _____ Bedrooms _____ Baths _____

Type of Heating System: _____ AC: ☐ Central ☐

Window/Wall

Misc. Interior Features: _____ Basement: ☐ Full ☐ Partial ☐ Finished

Garage: ☐ Attached ☐ Detached _____ Car Misc. Exterior Features: _____

Lot Size: _____ If Tenant, Furnished? ☐ No ☐ Yes Explain,_____

Special Needs *(if any)*: _____

Plans: ☐ Purchase Replacement ☐ Rent Replacement ☐ Move Existing ☐ Build New

Comments: _____

By: _____ Date _____

Relocation Assistance Agent

Form 637-015
8/99

COMPARABLE INSPECTION SHEET

PHOTOGRAPH OF RESIDENCE	LISTING INFORMATION
	Firm: Agent: Type of Listing: Reference No.: Tel. No.: Listing Price: Comp Address: Location: Urban ☐

USE:
☐ Single Family
☐ Multi-Family
☐ Res/Commercial

SCHOOLS:
Elementary _____
Middle _____
High School _____

OFF-SITE: Lot Size: _____
☐ Paved Street
☐ Gravel Street
☐ Curb & Gutter

EXTERIOR

Style of House: _____ Type of Construction: _____ Age: _____
Siding Type: _____ Condition: _____ Foundation: _____ Condition: _____
Windows: _____ Condition: _____ Roof: _____ Condition: _____
Other: _____ State of Repair: ☐ Good ☐ Fair

INTERIOR

Gross Area: _____ S.F.
Habitable Area: _____ S.F.
Meets Habitable Area Standard: ☐ Yes ☐ No
Number of Rooms: _____
Including _____ Bedrooms
Safe, Unobstructed Egress: ☐ Yes ☐ No
Bathroom: _____ Condition: _____
Roof: _____ Condition: _____
Other: _____
State of Repair: ☐ Good ☐ Fair
Type of Heating System: _____ Adequate? ☐ Yes ☐ No
A/C ☐ Central ☐ Window/Wall
Adequate Supply of Potable Water? ☐ Yes ☐ No
Provision for Artificial Lighting Each Room: ☐ Yes ☐ No
Basement: ☐ Full ☐ Partial ☐ Finished
If Rental, Furnished? ☐ Yes ☐ No

Utilities:
Electricity: ☐ 110 Volts ☐ 220 Volts
☐ Gas ☐ Community Water ☐ Well
☐ Storm Sewer ☐ Sump Pump
☐ Security System _____
Miscellaneous Features: _____

Garage:
☐ Attached ☐ Detached _____ Car
☐ Sanitary Sewer ☐ Septic System
☐ Smoke Alarm, No. _____

Inspection Comments: _____

This house was inspected and to the best of my knowledge ☐ *(does)* ☐ *(does not)* meet the requirements for decent safe and sanitary housing in accordance with 49 CFR, Part 24-Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs and Divisions of Highway Department Rules.

By: _____ _____
Relocation Agent Date

☐ Comparable ☐ Most Comparable ☐ Replacement

MORTGAGE INTEREST DIFFERENTIAL PAYMENT (MIDP)

Name	_____	County	_____
Address	_____	Project No.	_____
City, State Zip	_____	Parcel No.	_____

The (name of acquiring agency) provides a payment to reimburse you for increased interest costs and other debt service costs that you incur in connection with obtaining a mortgage on your replacement dwelling.

The MIDP is contingent on: 1) the existence of a bonafide mortgage(s) that was valid lien on the displacement dwelling for at least 180 days prior to the initiation of negotiations; and, 2) a mortgage being placed on their replacement dwelling.

Payment for increased mortgage interest cost in the amount which will reduce the mortgage balance on your new mortgage to an amount which could be amortized with the same monthly payment *(principal and interest)* over the same period of time as the mortgage on the displacement dwelling.

Payment will be made for certain other debt service costs provided: 1) they are not paid as incidental expenses; 2) they do not exceed rates normal to similar real estate transactions in your area; and 3) the (acquiring agency) determines them to be necessary.

Based on the current balance and terms of your existing mortgage and prevailing terms for new conventional mortgages in your area, you are eligible for an MIDP of _____. This payment is based on the remaining term and amount of the mortgage on the displacement dwelling and current prevailing mortgage interest rate of ____% interest with ____ points.

This eligibility is premised on your obtaining a mortgage on your replacement dwelling for a term of not less than ____ months, the remaining term of your existing mortgage, for not less than _____.

If you elect to obtain a mortgage in a smaller amount or for a shorter term, a re-computation will be required and your payment will probably be smaller.

_____	_____
Relocation Agent	Approving Authority
_____	_____
Date Submitted to Displace	Date Prepared

_____ Estimated MIDP

_____ Actual MIDP

ESTIMATED COST OF NEW REPLACEMENT HOUSING

County _____

Project No. _____

Parcel No. _____

Estimated Lot Costs:	
Remarks:	

Estimated Cost of New Construction

Dwelling:	Total sq. ft.		x cost/sq. ft.		
Garage: One car - Two car					
Concrete Work:	Total sq. ft.		x cost/sq. ft.	=	
Other *(Explain in remarks)*					
Subtotal					
Remarks:					

Estimated Cost of Water Supply

Well including well system	
Other *(Explain in remarks)*	
Subtotal	
Remarks:	

Estimated Cost of Landscaping

Ground cover: *(sodding and seeding)*	
Plantings: *(trees and shrubs)*	
Other *(Explain in remarks)*	
Subtotal	
Remarks:	

Total estimated cost of new replacement housing _____

Less estimated value of the residential portion of the taking - _____

TOTAL DIFFERENCE _____

Based on the above calculations the estimated amount of supplemental replacement housing due the occupant, or ocupants, of this dwelling as provided by House File 182 of the 64th Iowa General Assemby is: _____

_____

_____

_____

It is my understanding that this determination may be used in connection with a Federal Aid highway project.

I hereby certify that I have no direct or indirect persent or contemplated personal interest in this transaction; that I will not derive any benefit from the supplemental payment provided; that compensation for this determination of supplemental payments is not contingent upon any value conclusions as herein set forth and that the statements herein are true to the best of my knowledge and belief.

Signed _____ _____

Relocation Assistance Agent Date

Form 637-032
8/99

ESTIMATED COST OF SELF-MOVE OF PERSONAL PROPERTY

County _____

Project No. _____

Parcel No. _____

Personalty Owner _____

Address _____

Location of personalty to be moved _____

_____

Replacement location for personalty _____

_____

Proposed move date _____

Items to be moved (attach additional sheet if necessary _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Estimated costs:

Lump sum Agent's estimate: _____

If $1,502 or more:

EQUIPMENT

_____, _____ hrs/day @ _____/hr,day = _____

_____, _____ hrs/day @ _____/hr,day = _____

LABOR

_____ persons @ _____/hr x _____ hrs = _____

_____ persons @ _____/hr x _____ hrs = _____

I concur with the above inventory and estimated cost.

_____ _____

Relocate Date

Submitted by:

_____ _____

Right of Way Agent Date

Form 637-011
8/99

NON-RESIDENTIAL RELOCATION INSPECTION SHEET

☐ Owner ☐ Tenant County
☐ Personal ☐ Sign Project No.
☐ Property Only Parcel No.

1. **Name of Concern** **Phone Number**

2. **Owner or Authorized Officer and Title**

3. **Property Address** | **Owner's Address**

4. **Form of Ownership** *(check one)*
   ☐ Sole Proprietorship ☐ Partnership
   ☐ Non-Profit Organization ☐ Corporation

5. **Type of Business** *(check one)*
   ☐ Manufacture ☐ Retail Trade ☐ Sign
   ☐ Wholesale Trade ☐ Business Service ☐ Non-Profit Organization *(specify type)*
   ☐ Personal Service ☐ Farming ____

6. **Area of Business** *(Neighborhood, City, etc.)* **describe:**

7. **Is this business part of a commercial enterprise having at least one other establishment which is not being acquired by the State or the United States and which is engaged in the same or similar business?**
   ☐ Yes ☐ No

8. **Date Established in Project Area:**

9. **Business Intends to:**
   ☐ Continue in Area ☐ Discontinue ☐ Relocate in Other Area

10. **Type of Items to be Moved:**

11. **Relocation Assistance Information Issued:**
    a. Date: _____
    b. By: _____

Remarks:

Form 637-151

9-99

OFFER OF RELOCATION ASSISTANCE
Residential
Owner-Occupant of More Than 180 Days

Date Negotiations Initiated _____ County _____
Owner _____ Project No. _____
Address _____ Parcel No. _____

In addition to the amount offered for the purchase of the real estate, the _____ is authorized to make the following relocation assistance payments:

A. Replacement Housing Payment:
This payment is based on a reviewed and approved acquisition price (or the acquisition price of the residential portion, if applicable) of $ _____. A maximum of $ _____ toward the purchase of replacement decent, safe, and sanitary single-family housing based on a replacement dwelling cost of $ _____ or more. If the actual replacement dwelling cost is less than the amount shown or if the acquisition price changes, the relocation payment may change. If the actual replacement dwelling cost is more than the amount shown and comparable housing is available for $ _____ the additional cost will be paid by the property owner. This determination was based on a comparable dwelling located at_____.

That property and properties located at _____ are currently available to you for your consideration as replacement housing.

B. Increased Interest Payment:
Based on information furnished to the _____ by the previous mortgage holder(s) and the new mortgage holder(s), you may be eligible for a mortgage increase differential payment. Further information is available from a Relocation Assistance Agent.

C. Incidental Expenses Payment:
The incidental expenses payment is for those actual, reasonable, and necessary expenses incurred incident to the purchase of the replacement housing. Further information is available from a Relocation Assistance Agent.

D. Rental Assistance:
An owner occupant of 180 days or more who elects to rent replacement housing may be eligible for a rental assistance payment. Further information is available from a Relocation Assistance Agent.

E. Residential Moving Payment:
1. Actual reasonable and necessary moving costs based on receipted bills from a qualified mover.
   Or
2. A scheduled moving payment of $ _____ which includes a dislocation allowance (reimbursement for various incidental costs).

The replacement housing must be actually purchased or rented, and occupied by the displaced person within one year of the displacement date.

NINETY DAY NOTICE

You will not be required to move from your dwelling or to move your personal property sooner than _____, a date not less than 90 days from the date the original offer was presented to you.

_____ By
Right of Way Agent Date Approving Authority Date

Form 637-150

9-99

OFFER OF RELOCATION ASSISTANCE
Residential
Tenant-Occupant
or
Owner-Occupant of 90 through 179 Days

Date Negotiations Initiated _____ County _____

Tenant Project No. _____

Address _____ Parcel No. _____

The (acquiring agency)is authorized to make the following relocation assistance payments:

A. Rental Assistance:
A maximum 42 month supplement of $ _____, if needed toward the rental of decent, safe, and sanitary replacement single-family housing. This housing may be a single-family unit in a multi-family building. If the new monthly rental actually paid is less than $ _____, plus utilities, the rental assistance payment shall be reduced accordingly. The amount of the payment shall be paid in a lump sum unless the _____ determines that installment payments should be made.

That determination was based on a comparable dwelling located at:_____.

That property, and properties located at are available for your consideration as replacement dwellings.

The replacement housing must be actually occupied by the displaced person within one year of the displacement date, and where last resort housing provisions apply, all payments may be directed to a third party.

B. Down Payment Assistance:
An owner-occupant of from 90 through 179 days or a tenant occupant, who elects to purchase and occupy a decent, safe and sanitary single-family residence as replacement housing, is eligible for down payment assistance.

C. Residential Moving Payment:

1. Actual reasonable and necessary moving costs based on receipted bills from a qualified mover.
Or
2. A scheduled moving payment of $ _____, which includes a dislocation allowance (reimbursement for various incidental costs).

NINETY DAY NOTICE

You will not be required to move from your dwelling or to move your personal property sooner than _____, a date not less than 90 days from the date this offer was presented to you.

By _____ By

Right of Way Agent Date Approving Authority Date

Form 637-013
8/99

Relocation Assistance
REPLACEMENT HOUSING PAYMENT
SUMMARY AND CERTIFICATION

SUPPLEMENT DETERMINATION FOR
OWNER OCCUPANT OF MORE THAN 180 DAYS

County _____
Project No. _____
Parcel No. _____

Name: _____ Tel No.: _____
Street Address: _____
City, State Zip: _____

Block A -- Available Comparable Housing For Sale:

Listing No.	Date	Address or Location	Listing Price
		1.	
		2.	
		3.	
		4.	

Block B -- Available Comparable Housing For Rent:

Listing No.	Date	Address or Location	Rent	Est. Util.	TOTAL
		1.			
		2.			
		3.			
		4.			

Block C -- Owner-Occupant Replacement Housing Payment:

The Most Nearly Comparable Housing (Block A) ---- Listing Number _____

Adjusted Cost of Comparable Housing _____ Less Acquisition Cost of Subject Property _____ = _____ Indicated Housing Payment

Block D -- Rent Supplemental Housing Payment:

1. Most Nearly Comparable Housing Rental (Block B): ..... _____ Per Month x 42 Months = _____
   Less
2. Economic Rent or Owner-Occupants Acquired Residence: Utilities ..... _____ Per Month x 42 Months = _____
3. Indicated Comparable Housing Rental Payment _____
4. Supplemental Payment For Owner-Occupant To Rent (*this shall not exceed the amount of Indicated Comparable Housing Payment - Block C*) ..... _____

Reasons For Selecting Comparable Used For Computation: _____

Additional Comments: _____

Based on above calculations the estimated amount for supplemental replacement housingdue the occupant or occupants, of this dwelling as provided by Chapter 316 Iowa Code, is: ..... _____

It is my understanding that this determination may be used in connection with a Federal Aid highway project.

I hereby certify that I have no direct or indirect present or contemplated personal interest in this transaction; that I will not derive any benefit from the supplemental payment provided; that compensation for this determination of supplemental payment is not contingent upon any value conclusion as herein set forth and that all statements herein are true to the best of my knowledge and belief.

Signed_____ _____
Relocation Assistance Agent Date

Form 637-014
8/99

REPLACEMENT HOUSING PAYMENT
SUMMARY AND CERTIFICATION

Rent Supplement Determination

County _____

Project No. _____

Parcel No. _____

Name: _____ Tel No.: _____

Street Address: _____

City, State Zip: _____

Block A - Available Comparable Housing - For Rent:					
Rent No.	Date	Address or Location	Rent	Est. Util.	Total
1					
2					
3					
4					

INFORMATION FOR COMPLETION OF BLOCK B

In Block B - The previous "rent being paid" shall include any rent supplements supplied by others except, when by law, such supplement is discontinued upon vacation of the property.

Block B - Rental Supplement Payment:	
1. The Most Nearly Comparable Housing Rental (Block A-No. _____) _____ Per Month x 42 Months = _____	
Less:	
2. Previous Rent Paid (a., b., or c. whichever is applicable)	
a. Economic Rent of Occupied Rental plus utilities _____ Per Month x 42 Months = _____	
b. Average Monthly Rent Paid During the Last 3 Months _____ Per Month x 42 Months = _____	
c. Thirty Percent (30%) of Average Gross Monthly Income _____ Per Month x 42 Months = _____	_____
3. Total Rent Supplement Payment	

Based on above calculations the estimated amount for supplemental replacement housing due the occupant, or occupants, of this dwelling as provided by the Iowa General Assembly is: ..... _____

It is my understanding that this determination may be used in connection with a Federal Aid Highway Project.

I hereby certify that I have no direct or indirect present or contemplated personal interest in this transaction; that I will not derive any benefit from the supplemental payment provided; that compensation for this determination of supplemental payment is not contingent upon any value conclusions as herein set forth and that all statements herein are true to the best of my knowledge and belief.

Signed_____ _____
Relocation Assistance Agent Date

Form 637-008
8/99

Assignment of Interest

I, _____, hereby authorize and request the (name of acquiring agency)to make payment directly to _____ in the amount of _____ for a bill dated _____.

These expenses are true, just, and unpaid and were incurred in the relocation of my **(business or residence)**.

_____
Signature

_____
Date

Federal Tax ID or Social Security No. _____

Form 637-009
8/99

CLAIM FOR RESIDENTIAL RELOCATION ASSISTANCE REIMBURSEMENT

Parcel No. _____ County _____

Project No. _____ F.A. Project No. _____

APPLICATION FOR REIMBURSEMENT
(Check Applicable Items)

- ☐ Replacement Housing Payment
- ☐ Transfer Costs In Purchase of Replacement Dwelling
- ☐ Residential Moving Payment
- ☐ Increased Interest Payment
- ☐ Personal Property

1. Name _____

Subj. Address

Street _____

City _____ State IA Zip _____

Owner Address

Street _____

City _____ State IA Zip _____

Furnished with your Furniture? ☐ YES ☐ NO

Number of rooms occupied *(Excluding bathrooms, hallways and closets)* : 1

2. Date Moved _____

New Address

Street _____

City _____ State IA Zip _____

Were household goods moved to or from storage:

☐ YES ☐ NO

3. SCHEDULE MOVING COSTS AND DISLOCATION ALLOWANCE

Amount claimed by schedule of Iowa Department of Transportation for fixed payment..... $ _____

4. ACTUAL MOVING EXPENSES

- ☐ Personal Property
- ☐ Commercial Moving Expenses *(supported by receipted bills)*
- ☐ Self-moves *(supported by receipted bills or other evidence of expenses)*

TOTAL OF ACTUAL MOVING EXPENSES..... $ _____

5. REPLACEMENT HOUSING REIMBURSEMENT CLAIMED

Type of Payment Claimed *(Check a, b, c, or d)*

- ☐ a. Former owner-occupant, Purchasing Replacement or retaining present housing
- ☐ b. Former owner-occupant, Renting Replacement Housing
- ☐ c. Former Tenant or Roomer, Purchasing Replacement Housing
- ☐ d. Former Tenant or Roomer, Renting Replacement Housing Payment

☐#1 ☐#2 ☐#3 ☐#4 ☐Full

AMOUNT CLAIMED FOR REPLACEMENT HOUSING REIMBURSEMENT..... $ _____

6. TOTAL OF INCREASED INTEREST PAYMENT

Computation is based upon information furnished to the State by the previous mortgage holder(s) and the new mortgage holder(s) ..... $ _____

7. TRANSFER COSTS IN THE PURCHASE OF REPLACEMENT HOUSING

Receipts of Closing Statements showing these costs have been paid must be furnished by claimant ..... $ _____

8. PAYMENTS TO BE MADE TO: *(if other than claimant)*

NAME	ADDRESS	AMOUNT
		$
		$
		$

Assignment(s) or other letters directing these payments shall be on file with:
Iowa Department of Transportation, Relocation Assistance Section, Ames, Iowa 50010

9. The amount of payment(s) claimed herein are Subject to Audit for Compliance with State and Federal Regulations.

TOTAL AMOUNT OF THIS CLAIM ..... $ _____

RELOCATION SECTION APPROVALS

Name Relocation Agent Date

Name Relocation Payment Auditor Date

CLAIMANT'S CERTIFICATION

I certify that the above claim is correct, just and unpaid.

Signed (Must be signed in ink) Date

Distribution: ☐ Payment Copy; ☐ Warrant Copy; ☐ Permanent File Copy

Form 637-010
8/99

CLAIM FOR RESIDENTIAL RELOCATION ASSISTANCE REIMBURSEMENT

Parcel No. _____ County _____

Project No. _____ F.A. Project No. _____

APPLICATION FOR REIMBURSEMENT
(Check Applicable Items)

- ☐ Replacement Housing Payment
- ☐ Transfer Costs In Purchase of Replacement Dwelling
- ☐ Residential Moving Payment
- ☐ Increased Interest Payment
- ☐ Personal Property

1.Name _____

Subj. Address

Street _____

City _____ State IA Zip _____

Owner Address

Street _____

City _____ State IA Zip _____

2. Date Moved _____

New Address

Street _____

City _____ State IA Zip _____

3. MOVING EXPENSES *(INCLUDING STORAGE)*

☐ Personal Property..... $ _____

☐ Commerical Moves *(Supported by receipted bills)* ..... $ _____

☐ Self-Moves *(Supported by receipted bills or other acceptable evidence of expense$* ..... $ _____

..... $ _____ ..... $ _____

..... $ _____ ..... $ _____

TOTAL OF ACTUAL MOVING EXPENSES..... $ 0.00

4. REESTABLISHMENT EXPENSES

..... $ _____ ..... $ _____

..... $ _____ ..... $ _____

TOTAL OF ACTUAL REESTABLISHMENT EXPENSES..... $ _____

5..ACTUAL REASONABLE EXPENSES IN SEARCHING FOR A REPLACEMENT LOCATION.

A. Receipted Bills $ _____

B. Time Spent in Search _____ hours X $ _____ per hour $ _____

TOTAL EXPENSES IN SEARCHING FOR NEW LOCATION ..... $ _____

6. MOVING COSTS BASED ON AVERAGE EARNINGS

A. This payment is in lieu of Item (3), (4) and (5) of this claim.

B. The payment shall be based upon a determination by the State that the Claimant is eligible to elect receipt of this payment.

C. Supported by proof of average annual net earnings for the two previous years. (Based on Net Business or Farm income tax figures for those years)

TOTAL IN LIEU OF ACTUAL MOVING EXPENSES ..... $ _____

7. PAYMENTS TO BE MADE TO: *(if other than claimant)*

NAME	ADDRESS	AMOUNT
		$
		$
		$

Assignment(s) or other letters directing these payments shall be on file with:
Iowa Department of Transportation, Relocation Assistance Section, Ames, Iowa 50010

9. The amount of payment(s) claimed herein are Subject to Audit for Compliance with State and Federal Regulations.

TOTAL AMOUNT OF THIS CLAIM ..... $ _____

RELOCATION SECTION APPROVALS

Name Relocation Agent Date

Name Relocation Payment Auditor Date

CLAIMANT'S CERTIFICATION

I certify that the above claim is correct, just and unpaid.

Signed (Must be signed in ink)
Date

Distribution: ☐ Payment Copy; ☐ Warrant Copy; ☐ Permanent File Copy

Form 637-029
8/99

NOTIFICATION OF PERSONAL PROPERTY MOVE

County _____

Project No. _____

Parcel No. _____

This is to notify the _____that the personal property at the above location has been moved to the location that was agreed upon.

_____

Signature of Owner *Date*

Please Mail To:

Form 637-030
8/99

NOTIFICATION OF BUSINESS MOVE

County _____

Project No. _____

Parcel No. _____

Name _____

This is to notify the _____ that the above-named business intends to begin to move on or about _____.
Date

This notice is given at least 4 weeks in advance of the move.

_____
Signature of Owner *Date*

Please Mail To:

When corresponding, refer to:
County
Project Number
Parcel Number

Date

Name
Street Address
City, State, Zip Code

VIA CERTIFIED MAIL

Dear _____:

By previous notice, you were advised that the (acquiring agency) would provide you with written notice of the specific date by which you must vacate and surrender possession of the subject parcel of property.

In accordance with right of way acquisition policy, this letter will serve as a 30-day notice that you will be required to vacate and surrender possession of the property on or before _____, 2004.

Your Relocation Assistance Agent, _____, will be in contact with you to coordinate your relocation needs.

We appreciate your continued cooperation with this needed highway improvement.

Sincerely,

Form 637-035
8/99

RECEIPT OF WARRANT ACKNOWLEDGEMENT

TO WHOM IT MAY CONCERN:

I, _____, hereby acknowledge receipt of the following warrant(s) from the (acquiring agency).

NAME *(if other than above)*	**WARRANT #**	**AMOUNT**

This warrant(s) is received as reimbursement of true and just expense incurred in the relocation of my **business/farm operation/residency/mobile home/personal property.**

_____
Signature

_____
Date

Form 637-016
8/99

RECORD OF CONTACTS

County _____ Project No. _____ Parcel No. _____
Name: _____ Telephone No. _____
Subject Address: _____ Zip _____
Owner Address: _____ Zip _____

☐ Residential ☐ Business ☐ Farm ☐ Non-Profit ☐ Signs ☐ Personal Property

☐ Owner ☐ Tenant ☐ Personal Contact ☐ Telephone

Persons Present: _____

Discussion *(and your recommendations)*: _____

Signed _____
Relocation Assistance Agent

Date _____

PARCEL CHECKSHEET

☐ Residential ☐ Non-Residential ☐ Personal Property Owner County _____
☐ Owner ☐ Tenant ☐ Sign Project No. _____
Name
Parcel No.
LAST RESORT HOUSING ☐ Yes ☐ No

Old Address:	New Address:
Street	Street
City	City
State Zip	State Zip

Date of Occupancy _____ Initiation of Negotiations _____
90-Day Notice Date _____
Date of Contract Approval _____ Condemnation Date _____
Possession Date _____
30-Day Notice Sent _____ Moved From Subject _____
Expiration for Claims _____
Receipt for Brochure _____ Replacement DSS Inspection _____

RESIDENTIAL:

☐ Form 637-012 "Residential-Subject Inspection Sheet"
☐ Form 637-015 "Residential-Comparable Inspection Sheet"
☐ Comparable ☐ Replacement
☐ Form 637-013 "Replacement Housing Payment Summary and Certification - Owner Occupants"
☐ Form 637-014 "Replacement Housing Payment Summary and Certification - Tenant Occupants"
☐ Form 637-___ "Offer of Relocation Assistance" *(637-150, 637-151, 637-152 or 637-154)*
☐ Form 637-009 "Residential Reimbursement"
_____ Moving ☐ Schedule ☐ Actual
_____ Housing ☐ Buy ☐ Rent
_____ Increased Interest
_____ Incidentals
_____ Storage Total _____
☐ Form 637-019 "Mortgage Interest Differential Payment" *(MIDP)*
☐ Estimated ☐ Actual
☐ Form 637-029 "Notification of Personal Property Move"
☐ Form 637-031 "Relocation Housing Payment and Possession Agreement"
☐ Form 637-032 "Estimated Cost of Self-Move of Personal Property"
☐ Form 637-033 "Estimated Cost of New Replacement Housing"
☐ Form 637-035 "Receipt for Warrant Acknowledgment"
☐ Form 637-008 "Assignment of Interest
Copy of Approved Contract or Condemnation Award & Hearing Report
Copy of Title Instrument For Replacement Housing
Closing Statement For Replacement Housing
Pictures ☐ Subject ☐ Replacement
Last Resort Housing Plan
Rent Receipts ☐ Subject ☐ Replacement

NON-RESIDENTIAL:

☐ Form 637-011 "Non-Residential Information Sheet"
☐ Form 637-___ "Offer of Relocation Assistance" *(637-152 or 637-154)*
☐ Form 637-010 "Non-Residential Reimbursement" No. of Claims _____
_____ Moving
_____ Re-establishment
_____ Searching
_____ In-Lieu
_____ Storage Total _____
☐ Form 637-029 "Notification of Personal Property Move"
☐ Form 637-030 "Notification of Business Move"
☐ Form 637-032 "Estimated Cost of Self-Move of Personal Property"
☐ Form 637-034 "Fixed Payment for Business Move"
☐ Form 637-035 "Receipt for Warrant Acknowledgement"
Copy of Approved Contract or Condemnation Award & Hearing Report
Business Move Estimate ☐ Agent ☐ Moving Company
Inventory ☐ List ☐ Pictures

APPEAL:

Request for Appeal Received Date:
☐ Form 637-028 "Report of Appeal Award"

Request for Appeal Acknowledged	Date: _____	_____	Moving	_____	Moving
Appeal Board Appointed	Date: _____	_____	Housing	_____	Re-establishment
Notice to Claimant of Appeal Hearing	Date: _____	_____	Increased	_____	Searching
Hearing Date: _____	Date: _____	_____	Interest	_____	In-Lieu
		_____	Incidentals	Total	_____

NOTE: Acknowledge Each Item as follows: ☒ Applicable ☐ Not Applicable
Reviewed By: _____

LPA Manual
Index 5

Title and Closing Forms

NOTICE OF ABANDONMENT OF AN EASEMENT FOR ____

THAT _____ do /does hereby state that a certain Easement for _____, granted in a certain _____, and recorded on _____, in _____, in the _____ County Recorder's Office, is hereby abandoned and do / does hereby disclaim any and all rights, title or interest in and to said Easement or to the use thereof for any purpose whatsoever; said easement being described as follows:

DESCRIPTION

Signed this _____ day of _____, 20____. (SIGN IN INK)

_____ _____

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____ } ss.
On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____
_____

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

_____ (Sign in Ink)
(SEAL) _____ (Print/Type Name)
Notary Public in and for said State
My Commission expires: _____

Capacity Claimed by Signer:

___ INDIVIDUAL
___ CORPORATE
Titles of Corporate Officer(s):
_____
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNERSHIP
___Limited or ___General
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: _____

Signer is Representing:

Names of entity(ies) or person(s)
_____
_____
_____

_____ County Project No. _____
grantor names (Parcel _____)

RESOLUTION OF ABANDONMENT OF AN EASEMENT FOR ____

BE IT RESOLVED by _____ that a certain Easement for _____ granted in a certain _____, and recorded on _____, in _____, in the _____ County Recorder's Office, is hereby abandoned, and said _____ hereby disclaim(s) any and all rights, title or interest in and to said Easement or to the use thereof for any purpose whatsoever, in, to, on, over and across the following described real estate:

DESCRIPTION

Signed this _____ day of _____, 20____. (SIGN IN INK)

_____ _____

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____ } ss.
On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____
_____
___ to me personally known
or ___ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

(SEAL) _____ (Sign in Ink)
_____ (Print/Type Name)
Notary Public in and for said State

Capacity Claimed By Signer:
___ INDIVIDUAL
___ CORPORATE
Titles of Corporate Officer(s):
_____
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNERSHIP
___Limited or ___General
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: _____

Signer is Representing:
Names of entity(ies) or person(s)
_____
_____
_____
_____

_____ County Project No. _____
grantor (Parcel No. _____)

AFFIDAVIT

State of _____, County of _____, ss:

I, _____, being first duly sworn on oath, depose and state that I am a duly licensed attorney and for more than _____ years have practiced law in _____ County, Iowa.

That I am familiar with the financial affairs of _____ and that from personal knowledge and from other sources I deem credible I further state that _____, husband and wife, have made the necessary payments to satisfy in full the terms of that certain mortgage in favor of _____, dated _____, and filed of record on _____, in _____, in the records of _____ County, Iowa.

_____
_____ (type name)

Sworn to (or affirmed) and subscribed before me by _____ on this _____ day of _____, 20_____.

(SEAL)

_____ (**Sign in Ink**)
_____ (**Print/Type Name**)
Notary Public in and for said State
My Commission Expires: _____

_____ County Project No. _____
grantor (Parcel No. _____)

AFFIDAVIT

State of _____, County of _____, ss:

I, _____, being first duly sworn on oath, depose and state that I am _____ of _____ and for more than _____ years have been engaged in banking in _____ County, Iowa.

That I am familiar with the financial affairs of _____ and that from personal knowledge and from other sources I deem credible I further state that _____, husband and wife, have made the necessary payments to satisfy in full the terms of that certain mortgage in favor of _____, dated _____, and filed of record on _____, in _____, in the records of _____ County, Iowa.

_____
_____ (type name)

Sworn to (or affirmed) and subscribed before me by _____ on this _____ day of _____, 20_____.

(SEAL)

_____ (**Sign in Ink**)
_____ (**Print/Type Name**)
Notary Public in and for said State
My Commission Expires: _____

_____ County Project No. _____
grantor (Parcel No. _____)

AFFIDAVIT OF IDENTITY

State of _____, County of _____, ss:

I, _____, being first duly sworn on oath, depose and say:

That I have resided at the address of _____, in the City of _____, _____ County, Iowa, since on or about _____.

That I am **not** the same person as _____ named as Defendant in Judgment entered on _____, in _____.

That my spouse is _____, and we have been married since _____.

Dated this _____ day of _____, 20_____.

_____
_____ (type name)

Sworn to (or affirmed) and subscribed before me by _____ on this _____ day of _____, 20_____.

(SEAL)

_____ (**Sign in Ink**)
_____ (**Print/Type Name**)
Notary Public in and for said State
My Commission Expires: _____

_____ County Project No. _____
grantor (Parcel No. _____)

BILL OF SALE

Know All Men By These Presents: That _____, of _____ County, State of Iowa, in consideration of the sum of _____ and no/100-----($_____)-----dollars, do hereby sell, assign, transfer and set over unto the _____, the following described personal property, to-wit:

All right, title, leasehold, interest, claim, and demand in a certain outdoor advertising device described as:

A 25' X 12' double-sided billboard sign, Permit Nos. _____.

The improvement as listed above is located on real estate described as:
A parcel of land located in the __¼__¼ of Sec. _____, T__N, R__W of the 5th P.M.,
City/County of _____, Iowa.

The above named Buyer does hereby assent to becoming the owner of the above described property.

This Bill of Sale and a certain _____ to the State of Iowa and to _____ County, executed and given in accordance with and in fulfillment of the terms of a certain agreement dated _____, and recorded in the _____ County Recorder's Office on _____, in _____ ,except those terms that survive the execution of this document.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as the appropriate gender, according to the context.

Signed this _____ day of _____, 20_____.

_____ **(Sign in Ink as Name is Typed)**

STATE OF IOWA, COUNTY OF _____, ss:

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 named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her voluntary act and deed.

_____ **(Sign in Ink)**
_____ (P**rint/Type Name)**
Notary Public in and for said State of Iowa.
My Commission Expires: _____.

(NOTARIAL SEAL)

_____ County Project No. _____
grantor (Parcel No. _____)

BILL OF SALE

Know All Men By These Presents: That _____, of _____ County, State of Iowa, in consideration of the sum of _____ and no/100-----($_____)-----dollars, does hereby sell, assign, transfer and set over unto the _____, the following described personal property, to-wit:

Improvements, as listed below, located in _____ Mobile Home Park, _____, Iowa, on real estate described as: ____.

Mobile Home, _____-foot by _____-foot wide, (Title No. _____, V.I.N. _____); all heating, cooling, plumbing and electrical systems connected thereto; and all doors, windows, cabinets, floor coverings, and any other appliances and fixtures that, if removed, would damage the integrity of the structure.

The above named Buyer does hereby assent to becoming the owner of the above described property.

This Bill of Sale is executed and given in accordance with, and in fulfillment of, the terms of a certain agreement dated , 20_____, on file with the Office of Right of Way, Highway Division, of the Iowa Department of Transportation, Ames, Iowa.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as the appropriate gender, according to the context.

Signed this _____ day of _____, 20_____.

_____ **(Sign in Ink as Name is Typed)**

STATE OF IOWA, COUNTY OF _____, ss:

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 named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her voluntary act and deed.

_____ **(Sign in Ink)**
_____ (**Print/Type Name)**
Notary Public in and for said State of Iowa.
My Commission Expires: _____.

(NOTARIAL SEAL)

_____ County Project No. _____
grantor (Parcel No. _____)

BILL OF SALE

Know All Men By These Presents: That _____, of _____ County, State of Iowa, in consideration of the sum of _____ and no/100-----($_____)-----dollars, do hereby sell, assign, transfer and set over unto the _____, the following described personal property, to-wit:

All right, title, leasehold, interest, claim, and demand in a certain _____, located on real estate described as:

> A parcel of land located in the ¼ ¼ in Section _____, Township __ North, Range __, West of the 5th P.M., _____ County, Iowa, as shown on Acquisition Plat, Exhibit "A", attached hereto and by reference made a part hereof, more particularly described as follows:
>
> which is now located at _____, _____, Iowa, in the possession of _____.

The above named Buyer does hereby assent to becoming the owner of the above described property. This Bill of Sale and a certain _____ to the State of Iowa and to _____ County, executed and given in accordance with and in fulfillment of the terms of a certain agreement dated _____, and recorded in the _____ County Recorder's Office on _____, in _____ ,except those terms that survive the execution of this document.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as the appropriate gender, according to the context.

Signed this _____ day of _____, 20_____.

_____ **(Sign in Ink as Name is Typed)**

STATE OF IOWA, COUNTY OF _____, ss:

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 named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her voluntary act and deed.

_____ **(Sign in Ink)**
_____ (**Print/Type Name)**
Notary Public in and for said State of Iowa.
My Commission Expires: _____.

(NOTARIAL SEAL)

_____ County Project No. _____
grantor (Parcel No. _____)

BILL OF SALE

Know All Men By These Presents: That _____, of _____ County, State of Iowa, in consideration of the sum of _____ and no/100-----($_____)-----dollars, do hereby sell, assign, transfer and set over unto the _____, the following described personal property, to-wit:

Improvements, as listed below (including any fixtures and equipment, as listed on Exhibit "A" attached hereto), located on real estate described as:

A parcel of land located in the _____ of Sec. _____, T__N, R__W of the 5th P.M., _____ County, Iowa, as shown on Acquisition Plat Exhibit "A" attached hereto and by reference made a part hereof.

(DESCRIPTION)

which is now located at _____, Iowa, in the possession of _____.

The above named Buyer does hereby assent to becoming the owner of the above described property.

This Bill of Sale and a certain _____ to the State of Iowa and to _____ County, executed and given in accordance with and in fulfillment of the terms of a certain agreement dated _____, and recorded in the _____ County Recorder's Office on _____, in _____ ,except those terms that survive the execution of this document.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as the appropriate gender, according to the context.

Signed this _____ day of _____, 20_____.

_____ **(Sign in Ink as Name is Typed)**

STATE OF IOWA, COUNTY OF _____, ss:

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 named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her voluntary act and deed.

_____ **(Sign in Ink)**
_____ (**Print/Type Name)**
Notary Public in and for said State of Iowa.
My Commission Expires: _____.

(NOTARIAL SEAL)

_____ County Project No. _____
grantor (Parcel No. _____)

REAL ESTATE CLOSING STATEMENT

Seller _____ County _____

Contract Pay Date _____ Project No._____

Possession Date _____ Parcel No._____

Property Description _____

Transaction Closed: __X__ By Mail ___ In Person ___ Non-cash Consideration Involved

CONTRACT CONSIDERATION BREAKDOWN *(No breakdown is made if transaction is a Total Acquisition)*

1. Land acquired by fee . . . . . $_____
2. Land acquired by permanent easement . . . . . $_____
3. Buildings acquired considered real estate . . . . . $_____

   less salvage value . . . $_____ $_____
4. Other improvements considered real estate . . . . . .$_____

   less salvage value . . . $_____ $_____

Total Conveyance Consideration *(lines 1 through 4).* . . . . . . $_____

5. Other improvements including fence considered damages . . . . . $_____
6. Total reduction in value from temporary easement
   for borrow and/or haul road . . . . . .$_____
7. Total reduction in value - temporary easement for detour . . . . . $_____
8. Control of Access . . . . . $_____
9. Severance damage to property . . . . . .$_____

Total Damages *(lines 5 through 9)* . . . . . $_____

LESS: Mitigated Damages *(Non-cash Consideration)* . . . . . .$_____

TOTAL CONTRACT CONSIDERATION . . . . . .**$_____.00**

Contingent Payment *(e.g., value of septic, value of well)* . . . . . **plus** $_____

Scheduled Future Abstracting Payment . . . . . .**plus** $_____

GROSS PROCEEDS *(Maximum Determinable Proceeds)* . . . . . .**$_____.00**

DISTRIBUTION OF GROSS PROCEEDS *(NOTE: Warrant(s) must be endorsed by all payees before cashing)*

Partial Payment Warrant #_____ Paid _____/_____/_____ . . . . . .$_____

Conveyance Warrant #_____ Paid at Time of Closing . . . . . .$_____

Possession Warrant #_____ Paid at Time of Possession . . . . . .$_____

(Contact _____ Phone No. _____ for Warrant)

Contingent Payment _____ $_____

(For Warrant Send Receipt Attn: Payment & Audit Unit, Right of Way Office)

Lien holders and Other Assessments Paid:

1. Mortgage *(principal & interest)* . . . . . $_____
2. Real Estate Taxes . . . . . $_____

TOTAL DISTRIBUTION OF GROSS PROCEEDS . . . . . .$_____**.00**

REMARKS:

Seller *(or Seller's Agent)* acknowledges the return and receipt of Abstract of Title No. _____ in _____ parts to the following described real estate:

_____.

We, Buyer's Agent and Seller, do hereby certify that this real estate transaction is closed and this statement is true and correct and the Seller hereby acknowledges receipt for the funds specified above.

Buyer's Agent: Seller:

By: _____ _____ By: _____ _____

Closing Agent Date Seller or Agent Date

COURT OFFICER DEED
(CORPORATE GRANTOR)

In the Matter of the _____ Probate No. _____
now pending in the Iowa District Court
in and for _____ County.

Pursuant to the authority and power vested in the undersigned, and in consideration of the sum of dollarsinwords and no/100-----($dollarsinnumbers)-----Dollars and other valuable consideration in hand paid by the _____, the undersigned, in the representative capacity designated below, hereby convey to _____**,** real estate in _____ County, Iowa:

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A parcel of land located in _____ of the 5th P.M., _____ County, Iowa, as shown on Acquisition Plat Exhibit "A" attached hereto and by reference made a part hereof, more particularly described as follows:

(insert description)
OR USE FOLLOWING TO REPLACE ABOVE PARAGRAPH
See real estate description attached hereto and by this reference made a part hereof.
Acquisition Plat Exhibit "A" is attached to said legal description.

This deed is given in fulfillment of a certain agreement dated _____ and recorded in the _____ County Recorder's Office on _____, in _____, except those terms that survive the execution of this document.

The consideration shown in this document includes $dollarsinnumbers additional compensation due to an increase in acreage, based on final survey information.

The additional amount of $dollarsinnumbers, as agreed to in the aforesaid agreement, has been paid as severance damages to the remaining property and is not subject to real estate transfer tax.

Deeds with a consideration of $500.00 or less are exempt from transfer tax. Iowa Code Sec. 428A.2(21).

This land is being acquired for public purposes through eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

_____ County Project No. _____
grantor (Parcel No. _____)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated _____, 20____. **(SIGN IN INK)**

CORPORATEGRANTORINCAPS

By: _____
_____ (Type/Print Name)
_____ (Title)

By: _____
_____ (Type/Print Name)
_____ (Title)

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____ } ss.
On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____
_____
___ to me personally known
or ___ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

(SEAL) _____ (Sign in Ink)
_____ (Print/Type Name)
Notary Public in and for said State
My Commission Expires: _____

Capacity Claimed By Signer:
___ INDIVIDUAL
___ CORPORATE
Titles of Corporate Officer(s):
_____
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNERSHIP
___Limited or ___General
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: _____

Signer is Representing:
Names of entity(ies) or person(s)
_____
_____
_____

_____ County Project No. _____
grantor (Parcel No. _____)

COURT OFFICER DEED

In the Matter of the _____ Probate No. _____
now pending in the Iowa District Court
in and for _____ County.

Pursuant to the authority and power vested in the undersigned, and in consideration of the sum of dollarsinwords and no/100-----($dollarsinnumbers)-----Dollars and other valuable consideration in hand paid by the _____, the undersigned, in the representative capacity designated below, hereby convey to _____ real estate in _____ County, Iowa:

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A parcel of land located in _____ of the 5th P.M., _____ County, Iowa, as shown on Acquisition Plat Exhibit "A" attached hereto and by reference made a part hereof, more particularly described as follows:

(insert description)
OR USE FOLLOWING TO REPLACE ABOVE PARAGRAPH
See real estate description attached hereto and by this reference made a part hereof.
Acquisition Plat Exhibit "A" is attached to said legal description.

This deed is given in fulfillment of a certain agreement dated _____ and recorded in the _____ County Recorder's Office on _____, in _____, except those terms that survive the execution of this document.

The consideration shown in this document includes $dollarsinnumbers additional compensation due to an increase in acreage, based on final survey information.

The additional amount of $dollarsinnumbers, as agreed to in the aforesaid agreement, has been paid as severance damages to the remaining property and is not subject to real estate transfer tax.

Deeds with a consideration of $500.00 or less are exempt from transfer tax. Iowa Code Sec. 428A.2(21).

This land is being acquired for public purposes through eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

_____ County Project No. _____
grantor (Parcel No. _____)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated _____, 20____. **(SIGN IN INK)**

_____ _____

As _____ in the above-entitled estate or cause.

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____ } ss.
On this _____ day of _____, 20____,
before me, the undersigned, a Notary Public in and for said State, personally appeared _____
_____
___ to me personally known
or ___ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

(SEAL) _____ (Sign in Ink)
_____ (Print/Type Name)
Notary Public in and for said State
My Commission Expires: _____

Capacity Claimed By Signer:

___ INDIVIDUAL
___ CORPORATE
Titles of Corporate Officer(s):
_____
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNERSHIP
___Limited or ___General
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: _____

Signer is Representing:

Names of entity(ies) or person(s)
_____
_____
_____

_____ County Project No. _____
grantor (Parcel No. _____)

COURT OFFICER EASEMENT FOR PUBLIC HIGHWAY

In the Matter of the _____ Probate No. _____
now pending in the Iowa District Court
in and for _____ County.

Pursuant to the authority and power vested in the undersigned, and in consideration of the sum of dollarsinwords and no/100-----($dollarsinnumbers)-----Dollars and other valuable consideration in hand paid by the _____, the undersigned, in the representative capacity designated below, hereby grant to _____ _____ a permanent easement for road purposes and for use as a public highway in, to, on, over and across real estate in _____ County, Iowa:

THE EASEMENT GRANTED FOR HIGHWAY PURPOSES IS TO LAND DESCRIBED AS FOLLOWS:

A parcel of land located in _____ of the 5th P.M., _____ County, Iowa, as shown on Acquisition Plat Exhibit "A" attached hereto and by reference made a part hereof, more particularly described as follows:

(insert description)
OR USE FOLLOWING TO REPLACE ABOVE PARAGRAPH
See real estate description attached hereto and by this reference made a part hereof.
Acquisition Plat Exhibit "A" is attached to said legal description.

This easement is given in fulfillment of a certain agreement dated _____, and recorded in the _____ County Recorder's Office on _____, in _____, except those terms that survive the execution of this document.

The additional amount of $dollarsinnumbers, as agreed to in the aforesaid agreement, has been paid as severance damages to the remaining property and is not subject to real estate transfer tax.

This easement and transfer is exempt form transfer tax. Iowa Code Sec. 428A.2(17).

This easement is being acquired for public purposes through eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

_____ County Project No. _____
grantor (Parcel No. _____)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated _____, 20____. **(SIGN IN INK)**

_____ _____

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____ } ss.
On this _____ day of _____, 20____,
before me, the undersigned, a Notary Public in and for said State, personally appeared _____
_____
___ to me personally known
or ___ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

(SEAL) _____ (Sign in Ink)
_____ (Print/Type Name)
Notary Public in and for said State
My Commission Expires: _____

Capacity Claimed By Signer:

___ INDIVIDUAL
___ CORPORATE
Titles of Corporate Officer(s):
_____
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNERSHIP
___Limited or ___General
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: _____

Signer is Representing:

Names of entity(ies) or person(s)
_____
_____
_____

_____ County Project No. _____
grantor (Parcel No. _____)

COURT OFFICER QUITCLAIM DEED

In the Matter of the _____ Probate No. _____
now pending in the Iowa District Court
in and for _____ County.

Pursuant to the authority and power vested in the undersigned, and in consideration of the sum of dollarsinwords and no/100-----($dollarsinnumbers)-----Dollars and other valuable consideration in hand paid by the _____, the undersigned, in the representative capacity designated below, hereby convey to _____ real estate in _____ County, Iowa:

THE RIGHTS, TITLE, CLAIM, INTEREST, IF ANY, GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A parcel of land located in _____ of the 5th P.M., _____ County, Iowa, as shown on Acquisition Plat Exhibit "A" attached hereto and by reference made a part hereof, more particularly described as follows:

(insert description)
OR USE FOLLOWING TO REPLACE ABOVE PARAGRAPH
See real estate description attached hereto and by this reference made a part hereof.
Acquisition Plat Exhibit "A" is attached to said legal description.

This deed is given in fulfillment of a certain agreement dated _____, and recorded in the _____ County Recorder's Office on _____, in _____, except those terms that survive the execution of this document.

The consideration shown in this document includes $dollarsinnumbers additional compensation due to an increase in acreage, based on final survey information.

The additional amount of $dollarsinnumbers, as agreed to in the aforesaid agreement, has been paid as severance damages to the remaining property and is not subject to real estate transfer tax.

Deeds with a consideration of $500.00 or less are exempt from transfer tax. Iowa Code Sec. 428.1.

This land is being acquired for public purposes through eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

_____ County Project No. _____
grantor (Parcel No. _____)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated _____, 20____. **(SIGN IN INK)**

_____ _____

As _____ in the above-entitled estate or cause.

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____ } ss.
On this _____ day of _____, 20____,
before me, the undersigned, a Notary Public in and for said State, personally appeared _____
_____
___ to me personally known
or ___ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

(SEAL) _____ (Sign in Ink)
_____ (Print/Type Name)
Notary Public in and for said State
My Commission Expires: _____

Capacity Claimed By Signer:

___ INDIVIDUAL
___ CORPORATE
Titles of Corporate Officer(s):
_____
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNERSHIP
___Limited or ___General
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: _____

Signer is Representing:

Names of entity(ies) or person(s)
_____
_____
_____

_____ County Project No. _____
grantor (Parcel No. _____)

FLOWAGE EASEMENT

For the consideration of dollarsinwords and no/100-----($dollarsinnumbers)-----Dollars and other valuable consideration in hand paid by the _____, (**GRANTORSINBOLDEDCAPS)**, husband and wife, do / does hereby grant to _____a flowage easement over the following described real estate in _____ County, Iowa:

> THE PERPETUAL RIGHT, POWER, PRIVILEGE AND EASEMENT TO OVERFLOW, FLOOD AND SUBMERGE, TO AN ELEVATION OF _____ FEET, ABOVE MEAN SEA LEVEL, UPON GRANTOR'S PROPERTY DESCRIBED AS FOLLOWS:
>
> A parcel of land located in _____ of the 5th P.M., _____ County, Iowa, as shown on Acquisition Plat Exhibit "A" attached hereto and by reference made a part hereof, more particularly described as follows:
>
> (insert description)
> OR USE FOLLOWING TO REPLACE ABOVE PARAGRAPH
> See real estate description attached hereto and by this reference made a part hereof.
> Acquisition Plat Exhibit "A" is attached to said legal description.

Grantor hereby acknowledges that the above described real estate is presently subject to the high water of the _____ and hereby agrees that the lump sum payment as shown in the agreement described herein is payment in full for any and all damages arising from the increased elevation of the high water of said river. The elevation of said _____ feet is based on the _____ year flood profile of said river and includes a factor of 0.5 feet for backwater possibly caused by this highway construction.

This easement is given in fulfillment of a certain agreement dated _____ and recorded in the _____ County Recorder's Office on _____, in _____, except those terms that survive the execution of this document.

The consideration shown in this document includes $dollarsinnumbers additional compensation due to an increase in acreage, based on final survey information.

The additional amount of $dollarsinnumbers, as agreed to in the aforesaid agreement, is paid as severance damages to the remaining property and is not subject to real estate transfer tax.

This easement and transfer is exempt from transfer tax. Iowa Code Sec. 428A.2(17).

This easement is being acquired for public purposes through eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

Grantors do hereby covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors covenant to warrant and defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the easement.

_____ County Project No. _____
grantor (Parcel No. _____)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated _____, 20____. **(SIGN IN INK)**

_____ _____

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____ } ss.
On this _____ day of _____, 20____,
before me, the undersigned, a Notary Public in and for said State, personally appeared _____
_____
___ to me personally known
or ___ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

(SEAL) _____ (Sign in Ink)
_____ (Print/Type Name)
Notary Public in and for said State
My Commission Expires: _____

Capacity Claimed By Signer:

___ INDIVIDUAL
___ CORPORATE
Titles of Corporate Officer(s):
_____
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNERSHIP
___Limited or ___General
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: _____

Signer is Representing:

Names of entity(ies) or person(s)
_____
_____
_____

_____ County Project No. _____
grantor (Parcel No. _____)

EASEMENT FOR INGRESS AND EGRESS

In consideration of One Dollar ($1.00) and other valuable consideration, _____, of _____ County, State of _____, do / does hereby grant a permanent easement for the purpose of ingress and egress to _____, of _____ County, State of _____, across land described as follows:

The easement for the purpose of ingress and egress is to and shall run with the land, and shall be for the benefit and use of _____, owners of the adjacent land, described as:

and to their heirs, successors, or assigns.

Signed this _____ day of _____, A.D., 20____.

_____ _____

_____ _____

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____ } ss.
On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____
_____
___ to me personally known
or ___ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

(SEAL) _____ (Sign in Ink)
_____ (Print/Type Name)
Notary Public in and for said State
My Commission Expires: _____

Capacity Claimed By Signer:
___ INDIVIDUAL
___ CORPORATE
Titles of Corporate Officer(s):
_____
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNERSHIP
___Limited or ___General
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: _____

Signer is Representing:
Names of entity(ies) or person(s)
_____
_____
_____

_____ County Project No. _____
_____ (Parcel _____)

EASEMENT TO CONSTRUCT AND MAINTAIN STORM SEWER

For the consideration of dollarsinwords and no/100-----($dollarsinnumbers)-----Dollars and other valuable consideration in hand paid by the _____, (**GRANTORSINBOLDEDCAPS)**, husband and wife, do / does hereby grant to _____a permanent easement to construct and maintain storm sewer in, to, on, over and across real estate in _____ County, Iowa:

> THE EASEMENT GRANTED TO CONSTRUCT AND MAINTAIN STORM SEWER IS TO LAND DESCRIBED AS FOLLOWS:
>
> A parcel of land located in _____ of the 5th P.M., _____ County, Iowa, as shown on Acquisition Plat Exhibit "A" attached hereto and by reference made a part hereof, more particularly described as follows:
>
> (insert description)
> OR USE FOLLOWING TO REPLACE ABOVE PARAGRAPH
> See real estate description attached hereto and by this reference made a part hereof.
> Acquisition Plat Exhibit "A" is attached to said legal description.

This easement is given in fulfillment of a certain agreement dated _____ and recorded in the _____ County Recorder's Office on _____, in _____, except those terms that survive the execution of this document.

The consideration shown in this document includes $dollarsinnumbers additional compensation due to an increase in acreage, based on final survey information.

The additional amount of $dollarsinnumbers, as agreed to in the aforesaid agreement, is paid as severance damages to the remaining property and is not subject to real estate transfer tax.

This easement and transfer is exempt from transfer tax. Iowa Code Sec. 428A.2(17).

This easement is being acquired for public purposes through eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

Grantors do hereby covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors covenant to warrant and defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated _____, 20____. **(SIGN IN INK)**

_____ _____

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____ } ss.
On this _____ day of _____, 20____,
before me, the undersigned, a Notary Public in and for said State, personally appeared _____
_____
___ to me personally known
or ___ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

(SEAL) _____ (Sign in Ink)
_____ (Print/Type Name)
Notary Public in and for said State
My Commission Expires: _____

Capacity Claimed By Signer:

___ INDIVIDUAL
___ CORPORATE
Titles of Corporate Officer(s):
_____
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNERSHIP
___Limited or ___General
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: _____

Signer is Representing:

Names of entity(ies) or person(s)
_____
_____
_____

_____ County Project No. _____
grantor (Parcel No. _____)

EASEMENT FOR WETLAND AREA

THIS PERMANENT EASEMENT is made by and between _____, of _____ County, State of _____ (hereafter referred to as the "Landowner"), Grantor(s), and the _____ (hereafter referred to as the "_____"), Grantee. The Landowner and the _____ are jointly referred to as the "Parties." The acquiring agency is the _____.

Purpose and Intent. The purpose of this easement is to establish, protect, manage, and maintain the functions of a wetland area, as it serves as mitigation for unavoidable wetland impacts resulting from construction on _____ Highway _____ Project _____ in _____ County, Iowa, as required by Section 404 of the Clean Water Act (U.S. Army Corps of Engineers Permit No. CEMVR-_____). It is the intent of the _____ to grant the Landowner the opportunity to participate in the establishment and management activities on the easement area.

For the consideration of _____ and no/100-----($_____)-----Dollars and other valuable consideration in hand paid by Iowa Department of Transportation, _____, of _____ County, State of _____, do hereby grant to the _____ a permanent easement to establish and maintain a wetland area in, to, on, over and across real estate in _____ County, Iowa. This easement shall constitute a servitude upon the land so encumbered, shall run with the land in perpetuity and shall bind the Landowner, (the Grantors), their heirs, successors, assigns, lessees, and any other person claiming under them.

I. The easement granted for wetland area is to land described as follows:

A parcel of land located in the _____ of Sec. __, T__N, R__W of the 5th P.M., _____ County, Iowa, as shown on Acquisition Plat, Exhibit "A", attached hereto and by reference made a part hereof, more particularly described as follows:

II. Subject to the rights, title, and interest conveyed by this easement to the State, the Landowner reserves:

A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.

B. Control of Access. The right to prevent trespass and control access by the general public.

C. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area and do not adversely impact the wetland area's functions or hydrology.

III. Obligations of Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

A. Prohibitions. It is expressly understood that the following activities and uses are inconsistent with the easement for wetland purposes and are prohibited on the easement area:

1. physically, chemically, or biologically altering the easement area in a way that the easement area does not meet wetland criteria; this includes, but is not limited to, excavating beyond design limits, draining, digging, plowing, discing, mowing, filling, or otherwise altering topography, vegetation or hydrology;
2. dumping refuse, wastes, sewage, or other debris;
3. planting or harvesting any crop for profit; however, the establishment of wildlife food plots as described in the long-term management plan is acceptable;
4. grazing or allowing livestock on the easement area; and
5. any other activity detracting from the integrity of the site as a wetland area.

B. Responsibilities. The Landowner shall comply with management and maintenance responsibilities as described in the long-term management plan approved by the Landowner and the _____. The long-term plan is incorporated herein by this reference and is on file with the _____.

C. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.

D. Reporting. The Landowner shall report to the _____ any conditions or events which may adversely affect the wetland and other natural values of the easement area.

IV. The _____shall have the right to enter upon the property at any time to inspect for compliance with the prohibitions and responsibilities set forth herein. The _____ has the further right at all times to do whatever work it deems necessary to maintain the wetland area.

This easement is given in fulfillment of a certain agreement dated _____, and recorded in the _____ County Recorder's Office on _____, in _____, except those terms that survive the execution of this document.

The consideration shown in this document includes $dollarsinnumbers additional compensation due to an increase in acreage, based on final survey information.

The additional amount of $dollarsinnumbers, as agreed to in the aforesaid agreement, is paid as severance damages to the remaining property.

This easement and transfer is exempt from transfer tax. Iowa Code Sec. 428A.2(17).

This land is being acquired for public purposes through eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

Grantors do hereby covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors covenant to warrant and defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead, and distributive share in and to the easement..

_____ County Project No. _____
_____ (Parcel No. _____)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated _____, 20____. **(SIGN IN INK)**

_____

STATE OF _____, COUNTY OF _____, ss:

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**)
_____ (**Print/Type Name**)
Notary Public in and for said State
My Commission Expires: _____

_____ County Project No. _____
_____ (Parcel No. _____)

IN THE IOWA DISTRICT COURT FOR ____ COUNTY

IN RE: _____

Upon the Petition of	:	NO. _____
_____	:	
Petitioner,	:	RELEASE OF JUDGMENT LIEN AS TO SPECIFIC PROPERTY
and Concerning	:	
_____	:	
Respondent.	:	

The undersigned, holder of judgment for _____ in the above-entitled matter, or attorney of record for the holder of said judgment in the above-entitled matter, does hereby release the lien of said judgment from the following described real estate:

description

Executed this _____ day of _____, 20_____.

_____
Judgment Holder or Attorney of Record for Judgment Holder

STATE OF _____, _____ COUNTY, ss.

On this _____ day of _____, 20_____, before me, a Notary Public in and for said County and State, personally appeared _____, to me personally known, and who, being by me duly sworn, acknowledged that he/she executed the same as his/her voluntary act and deed (as judgment holder) (as attorney of record for and on behalf of said judgment holder).

_____
_____ **(Type/Print Name)**
Notary Public in and for the State of _____
My Commission Expires: _____

(NOTARY SEAL)

IN THE IOWA DISTRICT COURT IN AND FOR ____ COUNTY

Upon the Petition of	:	D.M. No. CD _____
_____,	:	
Petitioner,	:	
and Concerning	:	SATISFACTION OF JUDGMENT AND RELEASE OF JUDGMENT LIEN
_____,	:	
Respondent.	:	

The undersigned, holder of judgment for _____ in the above-entitled matter, in consideration of the sum of $_____, does hereby acknowledge receipt of all _____ payable by Respondent in full satisfaction of the judgment and does hereby release the lien of the judgment.

Executed this _____ day of _____, 20_____.

_____
Judgment Holder Or Attorney of Record for Judgment Holder

STATE OF _____, _____ COUNTY, ss.

On this _____ day of _____, 20_____, before me, a Notary Public in and for said County and State, personally appeared _____, to me personally known, and who, being by me duly sworn, acknowledged that he/she executed the same as his/her voluntary act and deed (as judgment holder) (as attorney of record for and on behalf of said judgment holder).

_____
_____ **(Type/Print Name)**
Notary Public in and for the State of _____
My Commission Expires: _____

(NOTARY SEAL)

PARTIAL ASSIGNMENT OF LEASE

The CITY OF _____, IOWA, hereby assigns its rights and obligations as Lessor under Lease No. _____ between the CITY OF _____, IOWA and THE UNITED STATES OF AMERICA for those areas to be acquired by the _____ as part of Highway Project No. _____, (situated in the __¼ __¼ of Sec. ___, T__N, R__, W of the Fifth Principal Meridian, _____ County, Iowa), as shown in Attachment "A" attached hereto. The _____ hereby agrees to accept said assignment and agrees to assume the obligations of the Lessor for that portion of the leased property acquired by the _____, effective upon transfer of possession to the _____.

CITY OF _____, IOWA

By: _____ By: _____

Mayor City Clerk

STATE OF IOWA, _____ COUNTY, ss:

On this _____ day of _____, 20_____, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of _____, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained on Ordinance No. _____ passed (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the _____ day of _____, 20_____, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____ (**Sign in Ink**)
_____ (**Print/Type Name**)
Notary Public in and for said State of Iowa
My Commission Expires: _____

(NOTARIAL SEAL)

IOWA DEPARTMENT OF TRANSPORTATION

By: _____
Right of Way Director

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, who being by me duly sworn did say that he is Right of Way Director of the Iowa Department of Transportation, and that said instrument was signed on behalf of said Department by its authority and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said Department and by it voluntarily executed.

_____ (**Sign in Ink**)
_____ (**Print/Type Name**)
Notary Public in and for said State of Iowa
My Commission Expires: _____

(NOTARIAL SEAL)

_____ County Project No. _____
grantor (Parcel No. _____)

LIEN RELEASE

Know All Men By These Presents: That the undersigned, the present holders of the note hereinafter described, do hereby acknowledge that a certain note bearing the date of _____, made and executed by _____ to _____, and recorded in the records of the Office of the Recorder of the County of _____, State of Iowa, in _____, on _____, is redeemed, paid off, satisfied and discharged in full.

Dated this _____ day of _____, 20____. **(SIGN IN INK)**

(NOTE HOLDER IN ALL CAPS)

By: _____ By: _____

_____Title _____ Title

STATE OF _____, COUNTY OF _____, ss:

On this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that he/she/that is/are the _____ and _____, respectively, of said corporation; that (no seal has been procured by the said) (the seal affixed thereto is the seal of said) corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said _____ and _____, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

_____ (**Sign in Ink**)
_____ (**Print/Type Name**)
Notary Public in and for said State of _____
My Commission Expires: _____

_____ County Project No. _____
grantor (Parcel No. _____)

RELEASE OF MECHANIC'S LIEN

The claimant named in the Mechanic's Lien filed _____, in Mechanic's Lien Book _____ in the Office of Clerk of Court for _____ County, Iowa, against real estate described as:

acknowledges receipt in full of the amount claimed in the Mechanic's Lien and releases and discharges such lien.

Dated: _____ day of _____, 20_____

CLAIMANT:

_____

_____

STATE OF IOWA, COUNTY OF _____, ss:

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 named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her voluntary act and deed.

_____ **(Sign in Ink)**
_____ (P**rint/Type Name)**
Notary Public in and for said State of Iowa.
My Commission Expires: _____.

(NOTARIAL SEAL)

_____ County Project No. _____
grantor (Parcel No. _____)

EASEMENT PRIORITY AGREEMENT

Know All Men By These Presents: That the undersigned, the present owner(s) of the mortgage hereinafter described, for valuable consideration, receipt of which is hereby acknowledged, do hereby acknowledge that the following-described real estate, situated in _____ County, Iowa, to-wit:

(SEE ATTACHED LEGAL DESCRIPTION)

is hereby subordinated to the interests of _____ County, Iowa, / the City of _____, Iowa, / the State of Iowa, from the lien of the real estate mortgage, executed by _____, dated _____, recorded in the _____ County Recorder's Office on _____, in _____, specifically reserving and retaining the mortgage lien and all mortgage rights against all of the remaining property embraced in the mortgage above described.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated _____, 20____. **(SIGN IN INK)**

MORTGAGEHOLDERINCAPS

By: _____
_____ (Type/Print Name)
_____ (Title)

By: _____
_____ (Type/Print Name)
_____ (Title)

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____ } ss.
On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____
_____
___ to me personally known
or ___ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

(SEAL) _____ (Sign in Ink)
_____ (Print/Type Name)
Notary Public in and for said State
My Commission Expires: _____

Capacity Claimed By Mortgagee:

___ INDIVIDUAL
___ CORPORATE
Titles of Corporate Officer(s):
_____
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNERSHIP
___Limited or ___General
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: _____

Mortgagee is Representing:

Names of entity(ies) or person(s)
_____
_____
_____

_____ County Project No. _____
grantor (Parcel No. _____)

PARTIAL RELEASE OF REAL ESTATE MORTGAGE
AND
EASEMENT PRIORITY AGREEMENT

The undersigned, the present owner(s) of the mortgage hereinafter described, for valuable consideration, receipt of which is hereby acknowledged, do hereby acknowledge that the following described real estate situated in _____ County, Iowa, to-wit:

(INSERT DESCRIPTION)

is hereby released from the interests of the State of Iowa and subordinated to the interests of _____ County, Iowa, / State of Iowa from the lien of the real estate mortgage, executed by _____, dated _____, recorded in the _____ County Recorder's Office on _____, in _____, specifically reserving and retaining the mortgage lien and all mortgage rights against all of the remaining property embraced in the mortgage above described.

_____ County Project No. _____
grantor (Parcel No. _____)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated _____, 20____. **(SIGN IN INK)**

MORTGAGEHOLDERINCAPS

By: _____
_____ (Type/Print Name)
_____ (Title)

By: _____
_____ (Type/Print Name)
_____ (Title)

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____ } ss.
On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____
_____
___ to me personally known
or ___ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

(SEAL) _____ (Sign in Ink)
_____ (Print/Type Name)
Notary Public in and for said State
My Commission Expires: _____

Capacity Claimed By Mortgagee:

___ INDIVIDUAL
___ CORPORATE
Titles of Corporate Officer(s):
_____
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNERSHIP
___Limited or ___General
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: _____

Mortgagee is Representing:

Names of entity(ies) or person(s)
_____
_____
_____

_____ County Project No. _____
grantor (Parcel No. _____)

RELEASE OF REAL ESTATE MORTGAGE

Know All Men By These Presents: That the undersigned, the present owner(s) of the mortgage hereinafter described, do hereby acknowledge that a certain mortgage bearing the date of _____, made and executed by _____ to _____, recorded in the _____ County Recorder's Office on _____, in _____, is redeemed, paid off, satisfied and discharged in full.

_____ County Project No. _____
grantor (Parcel No. _____)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated _____, 20____. **(SIGN IN INK)**

MORTGAGEHOLDERINCAPS

By: _____
_____ (Type/Print Name)
_____ (Title)

By: _____
_____ (Type/Print Name)
_____ (Title)

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____ } ss.
On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____
_____
___ to me personally known
or ___ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

(SEAL) _____ (Sign in Ink)
_____ (Print/Type Name)
Notary Public in and for said State
My Commission Expires: _____

Capacity Claimed By Mortgagee:

___ INDIVIDUAL
___ CORPORATE
Titles of Corporate Officer(s):
_____
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNERSHIP
___Limited or ___General
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: _____

Mortgagee is Representing:

Names of entity(ies) or person(s)
_____
_____
_____

_____ County Project No. _____
grantor (Parcel No. _____)

PARTIAL RELEASE OF REAL ESTATE MORTGAGE

The undersigned, the present owner(s) of the mortgage hereinafter described, for valuable consideration, receipt of which is hereby acknowledged, do hereby acknowledge that the following-described real estate, situated in _____ County, Iowa, to-wit:

(SEE ATTACHED LEGAL DESCRIPTION)

is hereby released from the lien of the real estate mortgage, executed by _____, dated _____, recorded in the _____ County Recorder's Office on _____, in _____, specifically reserving and retaining the mortgage lien and all mortgage rights against all of the remaining property embraced in the mortgage above-described.

_____ County Project No. _____
grantor (Parcel No. _____)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated _____, 20____. **(SIGN IN INK)**

MORTGAGEHOLDERINCAPS

By: _____
_____ (Type/Print Name)
_____ (Title)

By: _____
_____ (Type/Print Name)
_____ (Title)

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____ } ss.
On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____
_____

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

(SEAL) _____ (Sign in Ink)
_____ (Print/Type Name)
Notary Public in and for said State
My Commission Expires: _____

Capacity Claimed By Mortgagee:

___ INDIVIDUAL
___ CORPORATE
Titles of Corporate Officer(s):
_____
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNERSHIP
___Limited or ___General
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: _____

Mortgagee is Representing:

Names of entity(ies) or person(s)
_____
_____
_____

_____ County Project No. _____
grantor (Parcel No. _____)

QUITCLAIM DEED

For the consideration of dollarsinwords and no/l00-----($dollarsinnumbers)-----Dollars and other valuable considerations in hand paid by the _____, (**GRANTORSINBOLDEDCAPS)**, husband and wife, do / does hereby quitclaim to _____all our right, title, estate, claim and demand in the following described real estate in _____ County, Iowa:

THE RIGHTS, TITLE, CLAIM, INTEREST, IF ANY, GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A parcel of land located in _____ of the 5th P.M., _____ County, Iowa, as shown on Acquisition Plat Exhibit "A" attached hereto and by reference made a part hereof, more particularly described as follows:

(insert description)
OR USE FOLLOWING TO REPLACE ABOVE PARAGRAPH
See real estate description attached hereto and by this reference made a part hereof.
Acquisition Plat Exhibit "A" is attached to said legal description.

This deed is given in fulfillment of a certain agreement dated _____ and recorded in the _____ County Recorder's Office on _____, in _____, except those terms that survive the execution of this document.

The consideration shown in this document includes $dollarsinnumbers additional compensation due to an increase in acreage, based on final survey information.

The additional amount of $dollarsinnumbers, as agreed to in the aforesaid agreement, is paid as severance damages to the remaining property and is not subject to real estate transfer tax.

Deeds with a consideration of $500.00 or less are exempt from transfer tax. Iowa Code Sec. 428A.2(21).

This land is being acquired for public purposes through eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

_____ County Project No. _____
grantor (Parcel No. _____)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated _____, 20____. **(SIGN IN INK)**

_____ _____

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____ } ss.
On this _____ day of _____, 20____,
before me, the undersigned, a Notary Public in and for said State, personally appeared _____
_____
___ to me personally known
or ___ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

(SEAL) _____ (Sign in Ink)
_____ (Print/Type Name)
Notary Public in and for said State
My Commission Expires: _____

Capacity Claimed By Signer:

___ INDIVIDUAL
___ CORPORATE
Titles of Corporate Officer(s):
_____
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNERSHIP
___Limited or ___General
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: _____

Signer is Representing:

Names of entity(ies) or person(s)
_____
_____
_____

_____ County Project No. _____
grantor (Parcel No. _____)

RELEASE OF TEMPORARY EASEMENT

The _____, as Grantee, hereby releases and disclaims all its rights, title and interest in and to certain temporary easements or interests for borrow found of record in the _____ County Recorder's Office, State of Iowa, in a certain Real Estate Contract made and executed by:

Name of Grantor	Book & Page Nos. or Instrument / Document No.	Date of Recordation
_____		

Signed this _____ day of _____, 20_____.

By: _____
_____
(Type Name and Title)

STATE OF IOWA, COUNTY OF _____, 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, who being by me duly sworn, did state that he/she is authorized to execute the within instrument on behalf of the _____, and that the within instrument is the voluntary act and deed of the _____.

(NOTARY SEAL)

_____ (**Sign in Ink**)
_____ (**Print/Type Name**)
Notary Public in and for said State of Iowa
My Commission Expires: _____

_____ County Project No. _____
_____ (Parcel _____)

TRUSTEE'S DEED

Trust No. _____

Know All Men By These Presents: That **NAMEOFTRUSTEEINBOLDEDCAPS,** Trustee, in consideration of dollarsinwords and no/100-----($dollarsinnumbers)-----Dollars and other valuable consideration in hand paid by the _____, do / does hereby sell and convey to _____all right, title and interest held by said Trustee and all right, title and interest acquired by said Trustee by operation of law or otherwise, in the following described real estate situated in _____ County, State of Iowa, to-wit:

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A parcel of land located in _____ of the 5th P.M., _____ County, Iowa, as shown on Acquisition Plat Exhibit "A" attached hereto and by reference made a part hereof, more particularly described as follows:

(insert description)
OR USE FOLLOWING TO REPLACE ABOVE PARAGRAPH
See real estate description attached hereto and by this reference made a part hereof.
Acquisition Plat Exhibit "A" is attached to said legal description.

This deed is given in fulfillment of a certain agreement dated _____ and recorded in the _____ County Recorder's Office on _____, in _____, except those terms that survive the execution of this document.

The consideration shown in this document includes $dollarsinnumbers additional compensation due to an increase in acreage, based on final survey information.

The additional amount of $dollarsinnumbers, as agreed to in the aforesaid agreement, is paid as severance damages to the remaining property and is not subject to real estate transfer tax.

Deeds with a consideration of $500.00 or less are exempt from transfer tax. Iowa Code Sec. 428A.2(21).

This land is being acquired for public purposes through eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

_____ County Project No. _____
grantor (Parcel No. _____)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated _____, 20____. **(SIGN IN INK)**

_____ _____

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____ } ss.
On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____
_____

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

(SEAL) _____ (Sign in Ink)
_____ (Print/Type Name)
Notary Public in and for said State
My Commission Expires: _____

Capacity Claimed By Signer:

___ INDIVIDUAL
___ CORPORATE
Titles of Corporate Officer(s):
_____
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNERSHIP
___Limited or ___General
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: _____

Signer is Representing:

Names of entity(ies) or person(s)
_____
_____
_____

_____ County Project No. _____
grantor (Parcel No. _____)

WARRANTY DEED

For the consideration of dollarsinwords and no/100-----($dollarsinnumbers)-----Dollars and other valuable consideration in hand paid by the _____, (**GRANTORSINBOLDEDCAPS)**, husband and wife, do / does hereby convey to _____ real estate in _____ County, Iowa:

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A parcel of land located in _____ of the 5th P.M., _____ County, Iowa, as shown on Acquisition Plat Exhibit "A" attached hereto and by reference made a part hereof, more particularly described as follows:

(insert description)
OR USE FOLLOWING TO REPLACE ABOVE PARAGRAPH
See real estate description attached hereto and by this reference made a part hereof.
Acquisition Plat Exhibit "A" is attached to said legal description.

This deed is given in fulfillment of a certain agreement dated _____ and recorded in the _____ County Recorder's Office on _____, in _____, except those terms that survive the execution of this document.

The consideration shown in this document includes $dollarsinnumbers additional compensation due to an increase in acreage, based on final survey information.

The additional amount of $dollarsinnumbers, as agreed to in the aforesaid agreement, is paid as severance damages to the remaining property and is not subject to real estate transfer tax.

Deeds with a consideration of $500.00 or less are exempt from transfer tax. Iowa Code Sec. 428A.2(21).

This land is being acquired for public purposes through eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1

Grantors do hereby covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors covenant to warrant and defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

_____ County Project No. _____
grantor (Parcel No. _____)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated _____, 20____. **(SIGN IN INK)**

_____ _____

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____ } ss.
On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____
_____
___ to me personally known
or ___ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

_____ (Sign in Ink)
(SEAL) _____ (Print/Type Name)
Notary Public in and for said State
My Commission Expires: _____

Capacity Claimed By Signer:

___ INDIVIDUAL
___ CORPORATE
Titles of Corporate Officer(s):
_____
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNERSHIP
___ Limited or ___ General
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: _____

Signer is Representing:

Names of entity(ies) or person(s)
_____
_____
_____

_____ County Project No. _____
grantor (Parcel No. _____)

WARRANTY DEED
(CORPORATE GRANTOR)

For the consideration of dollarsinwords and no/l00-----($dollarsinnumbers)-----Dollars and other valuable consideration in hand paid by the _____, (**CORPORATE GRANTOR IN BOLDED CAPS)**, a corporation organized and existing under the laws of the State of _____, does hereby convey to _____ real estate in _____ County, Iowa:

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A parcel of land located in _____ of the 5th P.M., _____ County, Iowa, as shown on Acquisition Plat Exhibit "A" attached hereto and by reference made a part hereof, more particularly described as follows:

(insert description)
OR USE FOLLOWING TO REPLACE ABOVE PARAGRAPH
See real estate description attached hereto and by this reference made a part hereof.
Acquisition Plat Exhibit "A" is attached to said legal description.

This deed is given in fulfillment of a certain agreement dated _____ and recorded in the _____ County Recorder's Office on _____, in _____, except those terms that survive the execution of this document.

The consideration shown in this document includes $dollarsinnumbers additional compensation due to an increase in acreage, based on final survey information.

The additional amount of $dollarsinnumbers, as agreed to in the aforesaid agreement, is paid as severance damages to the remaining property and is not subject to real estate transfer tax.

Deeds with a consideration of $500.00 or less are exempt from transfer tax. Iowa Code Sec. 428A.2(21).

This land is being acquired for public purposes through eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

The corporation hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

_____ County Project No. _____
grantor (Parcel No. _____)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated _____, 20____. **(SIGN IN INK)**

CORPORATEGRANTORINCAPS

By: _____
_____ (Type/Print Name)
_____ (Title)

By: _____
_____ (Type/Print Name)
_____ (Title)

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____ } ss.
On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____
_____
___ to me personally known
or ___ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

(SEAL) _____ (Sign in Ink)
_____ (Print/Type Name)
Notary Public in and for said State
My Commission Expires: _____

Capacity Claimed By Signer:
___ INDIVIDUAL
___ CORPORATE
Titles of Corporate Officer(s):
_____
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNERSHIP
___Limited or ___General
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: _____

Signer is Representing:
Names of entity(ies) or person(s)
_____
_____
_____

_____ County Project No. _____
grantor (Parcel No. _____)

LPA Manual
Index 6

Condemnation Forms

AFFIDAVIT OF FINAL OFFER

In the Matter of the Condemnation
of Certain Rights in Land by the
for the Improvement of
Primary Road No.

located in County, Iowa

Project No. Group

Parcel No. _____

On this the _____ day of _____, 20____, comes the and states, as by law provided, that the most recent offers made to the owner(s), lienholders, encumbrancers and other persons interested in the appropriation of certain specified rights in certain land as described by the Applicant in the Notice of Condemnation filed in the above matter are as follows:

(Names as on Notice)
$_____

Tenant(s)
$_____

By _____

_____

Acknowledged, subscribed and sworn to before me this _____ day of _____, 20_____.

_____
(Notary Public) in and for said County and State
(Clerk of Court)

_____

Filed in my office at , Iowa, this _____ day of _____, 20_____.

_____

Sheriff of County, Iowa

AFFIDAVIT OF PUBLICATION OF APPLICATION

In the Matter of the Condemnation of Certain
Rights in Land by the for the Improvement of

Road No. _____
_____ (fill in project location)
located in _____ (fill in county and state)
Project No. _____
Group "____" Parcel _____

STATE OF IOWA)
) ss.
COUNTY OF _____)

_____

I, , being duly sworn, state that I am the for the in the above-entitled matter.

I further state that service of the Application by certified mail cannot be made, for the reason(s) stated, upon the condemnee(s) named below:

(list names)

I further state that on _____, a copy of the Application in this matter was mailed to the above condemnee(s) at the place set opposite their names.

Therefore, the Application was published on _____, in the _____ newspaper, in accordance with Iowa Code Section 6B.3(2).

_____

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
_____
Notary Public in and for the State of Iowa

When corresponding, refer to:
_____ County
Project _____
Group _____
Parcel No(s). _____

Under authority of Section 6B.4 of the Code of Iowa, you have been selected by the Chief Judge of the _____ Judicial District as one of the six compensation commissioners to assess damages in condemnation proceedings in connection with the above-referenced highway project.

The compensation commission, of which you are a member, will meet at 9:30 a.m. in the Sheriff's Office in _____, Iowa, on _____.

NOTE: The law provides that no member of a compensation commission selected shall possess any interest in the proceeding which could cause such person to render a biased decision.

Your ability or inability to serve as a compensation commissioner on the day and hour as listed above should be reported on the enclosed, self-addressed post card and **returned (mailed) immediately**.

If you agree to serve, you will be paid $200.00 per day. You will also be reimbursed for necessary meals and will be paid for mileage traveled in performing your duties.

If for some reason you are unable to serve **after** your acceptance of the Summons, please immediately call the _____ at _____, or call the Sheriff.

Sincerely,

CONDEMNATION COMMISSIONER'S STATEMENT

To the Sheriff of _____ County:

I certify that my fee and expenses as a member of the Commission in the matter of the condemnation of certain real estate or rights to real estate for Project No. _____ held on the _____ day of _____, 20____, are as follows and that these claims are due, just and unpaid.

_____ day of service at $200.00/day	$_____
_____ miles at _____ cents/mile	$_____
_____ meals	$_____

Signed on this _____ day of _____, 20____.

_____
Commissioner

Honorable
Chief Judge, Judicial District

RE: County Condemnation Group

Dear Judge :

Enclosed is an original and a duplicate each of (1) an Application to the Chief Judge of the Judicial District for the Appointment of a Commission to Appraise Damages, (2) Selection and Appointment of a Compensation Commission, and (3) Supplementary Order Appointing Alternate Compensation Commissioners. Please return the originals to this office and retain the duplicates in your office.

We will forward a "Certified True Copy" of the Application and originals of the Selection and Appointment of a Compensation Commission and the Supplementary Order Appointing Alternate Compensation Commissioners to the Sheriff, who will summon the original six appointees. If any of the original six appointees are unable to serve, the Sheriff will contact an alternate compensation commissioner with the same qualification. We will request substitution from you in the event alternate compensation commissioners are unable to serve.

No alternate compensation commissioner will be contacted unless one of the original six appointees is unable to serve.

Should you require any additional information regarding the enclosed Application, please contact this office at _____.

Sincerely,

_____

CERTIFICATE AND NOTICE
OF THE COMMENCEMENT OF
CONDEMNATION PROCEEDINGS

In the Matter of the Condemnation
of Certain Rights in Land by the

for the Improvement of
located in **County,**
Project No. Group

The hereby certifies that the has been unable to secure by purchase from the following owner(s) of tracts, parts or portions thereof or certain rights therein, as shown by the plans on file, necessary for the construction of the above-referenced project:

Parcel

Parcel

Parcel

Parcel

The land or lands or property rights so required in the construction of said project are specifically shown by the plats and descriptions attached to the Application to the Chief Judge and Notice.

You are hereby notified that condemnation proceedings will be commenced to acquire the above-described lands and/or property rights.

Signed at , Iowa, this day of **,** .

_____

APPLICATION TO THE CHIEF JUDGE
OF THE JUDICIAL DISTRICT
FOR THE APPOINTMENT OF A
COMMISSION TO APPRAISE DAMAGES

In the Matter of the Condemnation of Certain
Rights in Land by the
for the Improvement of
located in **County, Iowa**
Project No. Group

TO: , Chief Judge, Judicial District including County, Iowa.

Comes now the and states that the public interest requires that certain rights be acquired in land by Condemnation proceedings. The has not been able to secure rights in lands by purchase and conveyance for the improvement of roads and streets. In accordance with Sec. 6B.2A, 6B.2B and 6B.3, the Code of Iowa, as amended by H.F. 476, the following is set forth:

Description: The lands and/or property rights sought to be condemned or affected are described on the attached Notice of Condemnation which is made a part of this Application.

Plat: The location of the right of way or other property rights sought to be condemned or affected are shown on the plat(s) attached to and a part of the attached Notice of Condemnation.

Minimum Land Needs: The minimum amount of land necessary to achieve the public purpose is as described in and shown on the Notice of Condemnation and attached plat(s).

Names and Addresses: The names and addresses of the record owner(s), lienholders, encumbrancers, and other persons affected by this proceeding are listed on the attached Notice of Condemnation.

Purpose: The desires the rights specified in the lands sought to be condemned for the improvement and/or maintenance of roads and streets within the State of Iowa.

Good Faith Negotiations: The Applicant has made an effort to negotiate in good faith with the owner(s) to acquire the property sought to be condemned. These efforts include:

1. Provided the owner(s) with a copy of the appraisal of the property sought.
2. Discussed the basis of determining value.
3. Reviewed the project design plans.
4. Discussed the contents of the acquisition contract.
5. Addressed owner's questions and concerns.
6. Provided the owner(s) with a written offer of the fair market value.

Based on these efforts, we were unable to reach an agreement.

Agricultural Land: A part of the lands sought to be appropriated may be classified as Class I or Class II within an agricultural area and, if so classified, is reasonably necessary for this internal improvement.

Request: NOW, THEREFORE, the hereby requests the appointment of a compensation commission of six qualified persons to view the premises and appraise the damages which the owner(s), lienholders, encumbrancers, and other persons affected will sustain by reason of this Condemnation.

Dated at , Iowa, this day of **,** .

By _____

Filed in my office at _____, Iowa, this _____ day of _____, 20____.

_____
Chief Judge of the Judicial District
including County, Iowa.

SELECTION AND APPOINTMENT OF COMPENSATION COMMISSIONERS BY THE CHIEF JUDGE OF THE JUDICIAL DISTRICT

In the Matter of the Condemnation
of Certain Rights in Land by the
for the Improvement of
located in **County,**
Project No. Group

An Application and Notice of Condemnation having been filed with me by the for the selection and appointment, by lot, of six suitable persons as the law provides to act as a compensation commission to assess and appraise the damages sustained by reason of the condemnation of certain specified rights in certain land described by Applicant, in the Notice of Condemnation filed in the above-entitled matter, I hereby DESIGNATE, SELECT, AND APPOINT as the members of said compensation commission required in this matter the following persons:

NAME	ADDRESS	QUALIFICATIONS
		Licensed Real Estate Salesperson or Broker
		Licensed Real Estate Salesperson or Broker
		Knowledgeable of Property Values by Virtue of Occupation
		Knowledgeable of Property Values by Virtue of Occupation

I further designate, select, and appoint, the above-named _____ to act as **Chairperson** of said commission.

To the Sheriff of County, : Attached hereto please find a duplicate of the Application for Condemnation in the above-entitled matter.

Dated at _____, , this _____ day of _____, 20____.

_____

Chief Judge of the Judicial District
including County,

Filed in my office at , Iowa, this _____ day of _____, 20____.

_____

Sheriff of County,

Please note change in form, which now provides for the appointment of up to 5 alternate Commissioners.

SUPPLEMENTARY ORDER APPOINTING ALTERNATE COMPENSATION COMMISSIONERS

In the Matter of the Condemnation
of Certain Rights in Land by the
for the Improvement of
located in **County,**

Project No. Group

An Application and Notice of Condemnation having been filed with me by the , entitled as above, for the selection and appointment, by lot, of a duly constituted compensation commission, and said selection and appointment having been made by me, I further, DESIGNATE, SELECT, and APPOINT the following persons to serve as alternate members of said compensation commission, in the event that any of the said members having the same qualifications are unable to serve for any reason.

NAME	ADDRESS	QUALIFICATION
1. **2.** **3.** **4.** **5.**		**Licensed Real Estate Salesperson or Broker**
1. **2.** **3.** **4.** **5.**		**Knowledgeable of Property Values by Virtue of Occupation**
1. **2.** **3.** **4.** **5.**		

The Sheriff of County, Iowa, shall, upon being informed of a vacancy in the compensation commission, notify an alternate member appointed having the same qualifications as the person unable to serve in the same manner as the original commissioners were notified.

Dated at _____, Iowa, this _____ day of _____, 20____.

_____

Chief Judge of the Judicial District
including County, Iowa.

Filed in my office at , Iowa, this _____ day of _____, 20____.

_____

Sheriff of County, Iowa

SUMMONS TO COMMISSIONERS

In the Matter of the Condemnation
of Certain Rights in Land by the

for the Improvement of
located in **County, Iowa**

Project No. Group

TO: _____

The has filed with the Chief Judge of the Judicial District including County, Iowa, an Application and Notice of Condemnation for the selection of a Compensation Commission to assess the damages which owners, lienholders, encumbrancers, and other persons interested in the land from which certain rights are sought to be appropriated by these proceedings will sustain by reason of such appropriation of the rights as described in the Application and Notice of Condemnation for the improvement and/or maintenance of roads and streets in County, Iowa, and

Pursuant to Iowa law, you have been selected and appointed by the Chief Judge of the Judicial District for County, Iowa, as a member of such Compensation Commission, and such selection and appointment has been duly filed in my office and that _____ has been designated as Chairman of the Commission.

NOW, THEREFORE, you are commanded to be and appear before the undersigned in the office of the Sheriff at , County, State of Iowa, on the _____ day of _____, 20____, at 9:30 o'clock a.m. ( ) for the purpose of qualifying as such Commission, and proceed to view said premises and make an award of damages as by law provided.

_____

Sheriff of County, Iowa

ACCEPTANCE OF SERVICE

(Before accepting appointment to this commission, please note the persons and real estate affected by the condemnation on the attached Notice(s) to determine whether or not you possess any interest which would cause you to render a biased decision.)

Due and legal service of foregoing Summons accepted and receipt of copy acknowledged at _____, Iowa, this _____ day of _____, 20____. I further certify that I do not possess any interest in the above proceedings which would cause me to render a biased decision therein.

_____

Filed in my office at , Iowa, this ____ day of _____, 20____.

_____

Sheriff of County, Iowa

REFUSAL TO SERVE

I will be unable to serve for the reason that I possess an interest in the proceeding which would cause me to render a biased decision, or for the reason that...

_____

Please sign original summons and return promptly to the Sheriff of County.

OATH OF COMMISSIONERS

In the Matter of the Condemnation
of Certain Rights in Land by the
for the Improvement of
located in **County, Iowa**

Project No. Group

STATE OF IOWA)
} ss
County)

Each of the undersigned being duly sworn says:

That I do possess the qualifications listed under my name below, and

That I do not possess any interest in the proceeding which would cause me to render a biased decision,

and, that I will, to the best of my ability, faithfully and impartially assess the damages which owner(s), lienholders, encumbrancers and other persons interested in the land from which certain rights are sought to be appropriated by these proceedings will sustain by reason of the appropriation of the rights set forth and described in the Application and Notice of Condemnation in the Office of the Sheriff for the improvement of roads and streets and make a written report to the Sheriff as Authorized and prescribed in Chapters 28E, 306, 306A, 306B, 306C, 313, 6A, and 6B, Code of Iowa, and any amendments thereto, and in accordance with the instructions of the Chief Justice of the Supreme Court, and will truly perform any and all other duties imposed upon me by law as a member of the compensation commission selected and appointed to assess said damages.

_____	_____
Name:	Name:
Licensed Real Estate Salesperson or Broker	**Licensed Real Estate Salesperson or Broker**
_____	_____
Name:	Name:
Knowledgeable of Property Values by Virtue of Occupation	**Knowledgeable of Property Values by Virtue of Occupation**
_____	_____
Name:	Name:

Acknowledged, Subscribed and sworn to before me this _____ day of _____, 20____.

_____
(Notary Public) in and for said County and State
(Clerk of Court)

Filed in my office at , Iowa, this _____ day of_____, 20____.

_____

Sheriff of County, Iowa

REPORT OF COMPENSATION COMMISSION

In the Matter of the Condemnation
of Certain Rights in Land by the
for the Improvement of
located in **County,**

Project No. Group

_____

TO: , Sheriff of County,

We, the undersigned, being duly appointed and qualified Commissioners appointed to assess the damages sustained by the owners, lienholders, encumbrancers and other persons interested in the appropriation of certain specified rights as set forth and described in the Notice of Condemnation filed in the above entitled matter respectfully report as follows:

That we proceeded to view the respective premises at the time or times fixed in the notice to persons interested therein and do hereby assess and appraise the damages which the respective persons will sustain by reason of the appropriation as follows:

	Land & Improvements	**Consequential Damages**	**Total Award**	**Condemnees' Atty. Fees and Costs**
_____	$_____	$_____	$_____	$_____
_____	$_____	$_____	$_____	$_____
_____	$_____	$_____	$_____	$_____
_____	$_____	$_____	$_____	$_____
_____	$_____	$_____	$_____	$_____
_____	$_____	$_____	$_____	$_____

Value of condemnee's dwelling: $_____

The award was determined by consideration of the following: _____

_____

_____

Respectfully reported at _____, Iowa, this _____ day of _____, 20____.

_____ _____

_____ _____

_____ _____

I certify that the above amounts are legally payable to each claimant and that the claim is correct and just and that payment has not been received.

Filed in my office at **, ,** this _____ day of _____, 20____.

_____

Sheriff of County,

ENDORSEMENT OF SHERIFF OF MAILING OF NOTICE OF APPRAISEMENT OF DAMAGESAND TIME FOR APPEAL

In the Matter of the Condemnation
of Certain Rights in Land by the
for the Improvement of
located in **County, Iowa**
Project No. Group

_____

I, the undersigned, hereby endorse and certify that a true copy of the *Notice of Appraisement of Damages and Time for Appeal* was served upon each of the parties of this proceeding, as listed herein, by enclosing said *Notice* in an envelope addressed to each such party at their respective last known mailing address as disclosed by the record in the *Application to the Chief Judge* (excepting those parties, if any, listed below), with postage prepaid, and by depositing said envelope in a United States Post Office depository in _____, Iowa, on the _____ day of _____, 20____.

_____

Sheriff of County,

That such condemnation is sought for the improvement and/or the maintenance of roads and streets in the State of Iowa in the matter prescribed in Chapters 28E, 306, 306A, 306B, 306C, 313, 6A, and 6B of the Code of Iowa and all amendments thereto.

That a commission for the purpose of appraising and awarding damages which will be caused by said appropriation and condemnation has been selected and appointed.

You are further notified that the Commissioners will report to the Sheriff's Office in , Iowa, at _____ o'clock a.m., on the _____ day of _____, 20____, and will view your property at approximately _____ o'clock a.m., on the same day. They will then return to the Sheriff's Office and proceed to appraise said damages. You may participate in these proceedings if you care to do so.

By _____

ACCEPTANCE OF SERVICE

I accept service of the above notice, I acknowledge receipt of a copy, and I waive time of service and any requirements that such notice be published in a newspaper.

Dated at _____, this _____ day of _____, 20____.

_____

STATE OF IOWA)
) ss:
COUNTY OF _____)

Received the within notice the _____ day of _____, 20____, and I hereby certify that I have served to each person named below by delivering a true copy of the same to each person at the time and place set opposite their respective names:

NAME	DATE	CITY OR TOWN	COUNTY	STATE

FEES:
Service $ _____
Mileage $ _____
TOTAL $ _____

_____
Sheriff of _____ County, Iowa

SHERIFF'S CERTIFICATION AS TO AWARDS AND COSTS

In the Matter of the Condemnation
of Certain Rights in Land by the
for the Improvement of
located in **County, Iowa**

Project No. Group

THE ORIGINAL CERTIFIED APPLICATION FOR CONDEMNATION IS RECORDED IN BOOK _____, PAGE _____, OR INSTRUMENT/DOCUMENT NUMBER _____, AND DATED _____.

TO:
I certify that the commissioners in the above-entitled cause convened at _____, Iowa, on the _____ day of _____, 20____, and thereupon proceeded to view the premises, and said commissioners did on the _____ day of _____, 20____, file their report in my office, awarding damages as follows:

NAMES OF CONDEMNEES	AWARD	ATTORNEY FEES AND COSTS
_____	$_____	$_____
_____	$_____	$_____
_____	$_____	$_____
_____	$_____	$_____
_____	$_____	$_____
TOTAL DAMAGES AWARDED	**$_____**	**$_____**

I certify that the costs incident to this proceeding are taxed and Notices were served as listed below:
(Attach separate list if necessary)

Date	Name of Condemnees	Service Fee	[Mileage x Rate Per Mile] = Amount			Sum

Sub Total $ _____

Sheriff's Fees
Summoning and attending Commissioners (Includes service fees)
(Maximum allowed by Code Section 331.655 is $60.00) $ 60.00

Mileage while summoning and attending Commissioners
(_____ miles **x** $_____ per mile) $ _____

TOTAL $ _____

_____
Sheriff of County, Iowa

COMMISSIONERS' COSTS

_____ of
_____, Iowa

_____ day service $ _____
_____ miles at _____ cents _____
_____ meals _____
TOTAL $ _____

_____ of
_____, Iowa

_____ day service $ _____
_____ miles at _____ cents _____
_____ meals _____
TOTAL $ _____

_____ of
_____, Iowa

_____ day service $ _____
_____ miles at _____ cents _____
_____ meals _____
TOTAL $ _____

_____ of
_____, Iowa

_____ day service $ _____
_____ miles at _____ cents _____
_____ meals _____
TOTAL $ _____

_____ of
_____, Iowa

_____ day service $ _____
_____ miles at _____ cents _____
_____ meals _____
TOTAL $ _____

_____ of
_____, Iowa

_____ day service $ _____
_____ miles at _____ cents _____
_____ meals _____
TOTAL $ _____

<u>GRAND TOTAL</u> $ _____

I certify that the foregoing amounts are legally payable to each claimant and that the claim is correct and just and that the payment has been received.

Dated this _____ day of _____, 20____.

_____

Sheriff of County, Iowa

NOTICE OF APPRAISEMENT OF DAMAGES AND TIME FOR APPEAL

In the Matter of the Condemnation
of Certain Rights in Land by the
for the Improvement of
located in **County, Iowa**

Project No. Group

Parcel No. _____

	Land & Improvements	**Consequential Damages**	**Condemnees' Total Award**	**Atty. Fees and Costs**
_____	$_____	$_____	$_____	$_____
_____	$_____	$_____	$_____	$_____
_____	$_____	$_____	$_____	$_____
_____	$_____	$_____	$_____	$_____
_____	$_____	$_____	$_____	$_____
_____	$_____	$_____	$_____	$_____
_____	$_____	$_____	$_____	$_____
_____	$_____	$_____	$_____	$_____
_____	$_____	$_____	$_____	$_____
_____	$_____	$_____	$_____	$_____

NOTE:

If Owner-Occupied Dwelling is acquired:

Value of Condemnees' Dwelling: $_____

Value of Land and Improvements other than Condemnees' Dwelling: $_____

You and each of you are hereby notified that on the _____ day of _____, 20____, the duly-appointed and qualified commissioners assessed and appraised the damages sustained by reason of the condemnation as set out above, and that pursuant to the Code of Iowa, you may within (30) days from the date of mailing this Notice, appeal to the District Court as by law provided.

Signed this _____ day of _____, 20____.

_____

Sheriff of County, Iowa

AFFIDAVIT OF FINAL OFFER

In the Matter of the Condemnation
of Certain Rights in Land by the
for the Improvement of
Primary Road No.

located in County, Iowa

Project No. Group

Parcel No. _____

On this the _____ day of _____, 20____, comes the and states, as by law provided, that the most recent offers made to the owner(s), lienholders, encumbrancers and other persons interested in the appropriation of certain specified rights in certain land as described by the Applicant in the Notice of Condemnation filed in the above matter are as follows:

(Names as on Notice) $_____

Tenant(s) $_____

By _____

_____

Acknowledged, subscribed and sworn to before me this _____ day of _____, 20_____.

_____
(Notary Public) in and for said County and State
(Clerk of Court)

_____

Filed in my office at , Iowa, this _____ day of _____, 20_____.

_____

Sheriff of County, Iowa

ENDORSEMENT OF SHERIFF OF MAILING OF NOTICE OF APPRAISEMENT OF DAMAGESAND TIME FOR APPEAL

In the Matter of the Condemnation
of Certain Rights in Land by the
for the Improvement of
located in **County, Iowa**
Project No. Group

_____

I, the undersigned, hereby endorse and certify that a true copy of the *Notice of Appraisement of Damages and Time for Appeal* was served upon each of the parties of this proceeding, as listed herein, by enclosing said *Notice* in an envelope addressed to each such party at their respective last known mailing address as disclosed by the record in the *Application to the Chief Judge* (excepting those parties, if any, listed below), with postage prepaid, and by depositing said envelope in a United States Post Office depository in _____, Iowa, on the _____ day of _____, 20____.

_____

Sheriff of County,

In the Matter of the Condemnation
of Certain Rights in Land by the

for the Improvement of

Road No. _____
_____ (fill in project location)
located in _____ (fill in county and state)

Project No. _____ Group "_____"

ORDER APPOINTING SUBSTITUTE COMPENSATION COMMISSIONER(S)

_____

NOW ON THIS _____ day of _____, 20____, an Order Appointing Substitute Compensation Commissioner(s) having been presented to me due to the inability of _____, the original appointee(s), and _____, appointed as alternate(s), all having qualifications as being _____ (list type of qualification) to serve as (a) commissioner(s) in the condemnation referenced above, it is ordered that the vacancy(ies) shall be filled by one of the following commissioners:

	NAME	**ADDRESS**	**QUALIFICATIONS**
1)	_____	_____	_____
2)	_____	_____	_____
3)	_____	_____	_____

The Sheriff of _____ County, Iowa, shall notify the substitute commissioner(s) in the same manner as the original commissioners were notified.

Dated at _____, Iowa, this _____ day of _____, 20____.

_____
Chief Judge of the _____ Judicial District
including _____ County, Iowa

Filed in my office at _____, Iowa, this _____ day of _____, 20____.

_____
Sheriff of _____ County, Iowa

In the Matter of the Condemnation
of Certain Rights in Land by the
for the Improvement of

Road No. _____
_____ (fill in project location)
located in _____ (fill in county and state)

Project No. _____ Group "_____"

ORDER CONFIRMING APPOINTMENT OF SUBSTITUTE COMPENSATION COMMISSIONER(S)

_____

NOW ON THIS _____ day of _____, 20____, an Order Confirming Appointment of Substitute Compensation Commissioner(s) having been presented to me due to the inability of _____, the original commissioner(s), and _____, the alternate commissioner(s), qualified as _____ (list type of qualification) to serve as (a) compensation commissioner(s) in the condemnation referenced above, this order confirms that it was ordered on the _____ day of _____, 20____, that the vacancy(ies) be filled by the following commissioner(s):

NAME ADDRESS	**QUALIFICATIONS**	
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Sheriff of _____ County, Iowa, shall notify the substitute commissioner(s) in the same manner as the original commissioners were notified.

Dated at _____, Iowa, this _____ day of _____, 20____.

_____
_____
Chief Judge of the _____ Judicial District
including _____ County, Iowa

Filed in my office at _____, Iowa, this _____ day of _____, 20____.

_____
_____
Sheriff of _____ County, Iowa

When corresponding, refer to:
_____ County
Project _____
Group _____
Parcel No(s). _____

I enclose a Notice of Condemnation that I wish to have published in your newspaper on _____.

Please immediately furnish this office with a tear sheet of the publication.

When publication has been completed, please forward three (3) copies of the Proof of Publication and a statement of your fees to the address below, noting the above-referenced project and parcel numbers.

Thank you; and if you have any questions, contact this office at

Sincerely,

When corresponding, refer to:
_____ County
Project _____
Group _____
Parcel No(s). _____

I enclose a Notice of Condemnation that I wish to have published in your newspaper once each week for four (4) consecutive weeks, beginning with your issue of:

_____ (1st Publication)

_____ (2nd Publication)

_____ (3rd Publication)

_____ (4th Publication)

Please immediately furnish this office with a tear sheet of the first issue.

When publication has been completed, please forward three (3) copies of the Proof of Publication and a statement of your fees to the address below, noting the above-referenced project and parcel number(s).

Thank you; and if you have any questions, contact this office at

Sincerely,

<u>When corresponding, refer to:</u>
_____ County
Project _____
Group _____
Parcel No(s). _____

I enclose the original Certified Application for Condemnation which has been approved by the Chief Judge. In accord with Sec. 6B.3(3), the is to file the original approved Application with the County Recorder in the manner required under Sec. 6B.37.

Please file and index this Application in the record of deeds. After filing an indexing, please file a copy of the Application with the Office of the Secretary of State.

Complete and sign the certification below and promptly return this letter to me in the envelope provided. If you have questions, contact this office at . Thank you.

Sincerely,

STATE OF IOWA)
) ss.
COUNTY OF _____)

I, _____, Recorder of _____ County, Iowa, do hereby certify that the original certified, approved Application for Condemnation was filed in my office on the _____ day of _____, 20____, and is recorded in Book _____, Page _____, or as Instrument or Document No. _____, of the records of said county, as provided by law.

I certify that the fee for recording these papers is in the amount of $_____ and that said amount is legally payable and that the claim is correct and just and that payment has not been received.

_____ (sign in ink)
_____ (print/type name)
_____ County Recorder