

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.

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_____, 2006

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:				\$	<u>0.00</u>
Fee Title:	<u>0.00</u>	acres/sq.ft.	\$	<u>0.00</u>	
Fee Title:	<u>0.00</u>	acres/sq.ft.	\$	<u>0.00</u>	
Perm. Ease.	<u>0.00</u>	acres/sq.ft.	\$	<u>0.00</u>	
Perm. Ease.	<u>0.00</u>	acres/sq.ft.	\$	<u>0.00</u>	

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:	\$	<u>0.00</u>
Value of the remaining property (if applicable):	\$	<u>0.00</u>
Difference of legal measure of damage (if applicable):	\$	<u>0.00</u>

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 _____

Photographs

Identification _____

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

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- 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. _____ Count _____
y _____

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 _____