

## **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 OF ESTIMATE

\_\_\_\_\_

Signed \_\_\_\_\_  
Estimating Agent

DATE \_\_\_\_\_

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
  
- \_\_\_ Number of Tenants
- \_\_\_ Number of Tenants Signed

DESIGNATE:

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.

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

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

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)



**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.

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

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

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

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)

**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.

\_\_\_\_\_  
\_\_\_\_\_  
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)

**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)

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

(Sign in Ink)

(Print/Type Name)

**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.

**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 warranties 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.

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

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

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

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

**COMPENSATION** -- See MONEY DIVISION.

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

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

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

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

**COURT APPROVAL--SOMEONE NEEDS A CONSERVATOR.** 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 \$ \_\_\_\_\_.

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

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

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

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

When the proposed project letting is scheduled for before October 1<sup>st</sup> 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.

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

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

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.

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

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

**INTENT– Intent to acquire clause.**

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

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

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

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

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

**MONEY DIVISION. 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 Items 6 and 7 of this agreement; and

% \_\_\_\_\_ payable to \_\_\_\_\_ and all applicable interests as described in Items 6 and 7 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)

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

(Sign in Ink)

(Print/Type Name)

**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.