

# LPA Manual

## Index 1

### Checklists

## **Checklist for Determining Complex Parcel for Appraisal Purposes**

County/City \_\_\_\_\_ Project No. \_\_\_\_\_

Name of Preparer \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

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

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

## Local Public Agency Checklist

*LPA:*

*Project:*

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

## Parcel Specific Valuation Review

*Project:*

*Parcel No:*

*County:*

*LPA:*

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

**Other remarks:**

## Parcel Specific Acquisition Review

*Project:*

*Parcel No:*

*County:*

*LPA:*

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

*Other comments or concerns:*

## Parcel Specific Relocation Review

<i>Project:</i>	<i>Parcel No:</i>
<i>County:</i>	<i>LPA:</i>
	<b>Acceptable</b>
<b>GENERAL:</b>	<b>Concern</b>
General Information provided	
Services offered and furnished to displacee	
Relocation benefits explained to displacee	
	<b>Problem</b>
	<b>N/A</b>
<b>NOTICES:</b>	
Comparable dwellings available at displacement	
Notice of eligibility issues	
90-day and 30-day notices issued	
<b>OFFERS:</b>	
Offers of all applicable benefits to owner	
Offer of all applicable benefits to tenant	
RHP or basis of offer provided in writing	
Replacement DSS inspection prior to move	
<b>REIMBURSEMENTS:</b>	
Moving costs paid	
Appropriate incidentals paid	
Increased mortgage computed and paid	
RHP paid to owner	
RHP paid to tenant	
<b>CONCLUSIONS:</b>	
Appeal process explained	
Appellant notified in writing of determination	
Absence of discrimination	

*Other remarks:*

# LPA Manual

## Index 2

### Valuation Forms

## **Initial Contact Letter**

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

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

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

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

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

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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,

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## ALLOCATION OF JUST COMPENSATION

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

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

1. Land to be acquired by:	\$ <b>0.00</b>
Fee Title: <u>0.00</u> acres/sq.ft.	\$ <b>0.00</b>
Fee Title: <u>0.00</u> acres/sq.ft.	\$ <b>0.00</b>
Perm. Ease. <u>0.00</u> acres/sq.ft.	\$ <b>0.00</b>
Perm. Ease. <u>0.00</u> acres/sq.ft.	\$ <b>0.00</b>
2. Buildings to be acquired:	\$ <b>0.00</b>
3. Other improvements to be acquired excluding right of way fence:*	\$ <b>0.00</b>
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

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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: \_\_\_\_\_

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

### 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

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

Date of Signature \_\_\_\_\_

Signature \_\_\_\_\_  
Review Appraiser

**APPRAISAL**  
**RECORD OF CONTACTS**

Contact No. \_\_\_\_\_ 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 \_\_\_\_\_

# LPA Manual

## Index 3

# Acquisition Forms

## **Statement of Property Owner's Rights**

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

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

(DATE)

**When corresponding, refer to:**

(Project No.)

(Parcel No. )

(OWNER)

(ADDRESS)

Dear :

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

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

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

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

Sincerely,

(NAME)

(TITLE)

Project: \_\_\_\_\_

Parcel: \_\_\_\_\_

Owner: \_\_\_\_\_

## Local Public Agency Letterhead

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

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

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.

\_\_\_\_\_  
(Individual/Corp) by:

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:

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

## LOG OF APPROVED COMPENSATION ESTIMATES

Approved by: \_\_\_\_\_

**DATE**

**COUNTY  
PROJECT  
PARCEL**

**OFFER TO PURCHASE  
AND NOTICE OF EARLIEST MOVE DATE**

**OWNER**

**ADDRESS**

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

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

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

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

By \_\_\_\_\_

Agent

**DATE**

**COUNTY  
PROJECT  
PARCEL**

**OFFER TO PURCHASE  
COMPENSATION ESTIMATE**

**OWNER**

**ADDRESS**

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

By \_\_\_\_\_

Agent

**DATE**

**COUNTY  
PROJECT  
PARCEL**

**OFFER TO PURCHASE  
COMPENSATION ESTIMATE**

**OWNER**

**ADDRESS**

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

By \_\_\_\_\_

Agent

**DATE**

**COUNTY  
PROJECT  
PARCEL**

**REVISED  
OFFER TO PURCHASE**

**OWNER**

**ADDRESS**

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

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

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

**DATE**

**COUNTY  
PROJECT  
PARCEL**

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

**TENANT/LESSEE**

**ADDRESS**

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

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

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

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

By \_\_\_\_\_

Agent

CONTACT NO.

**ACQUISITION  
RECORD OF CONTACTS**

County\_\_\_\_\_ Project\_\_\_\_\_ Parcel\_\_\_\_\_ Name

Phone No.\_\_\_\_\_ Address\_\_\_\_\_ Zip Code\_\_\_\_\_

Residential\_\_\_\_ Business\_\_\_\_ Farm\_\_\_\_ Non-Profit\_\_\_\_\_

Owner\_\_\_\_ Tenant\_\_\_\_ Personal Contact\_\_\_\_ Telephone\_\_\_\_ Persons Present:

Date Appraisal mailed:\_\_\_\_\_ OFFER \$\_\_\_\_\_ ASKED \$\_\_\_\_\_ Discussion (and your recommendations)

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

**CERTIFICATION OF NEGOTIATOR  
AND PARCEL CHECKSHEET**

COUNTY \_\_\_\_\_ PROJECT \_\_\_\_\_ PARCEL NO. \_\_\_\_\_  
OWNER \_\_\_\_\_ ADDRESS \_\_\_\_\_

I certify the following information to be correct.

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

FILE CONTAINS THESE  
ITEMS, IN THIS ORDER:

_____	Administrative Settlement Form
_____	Information for Condemnation Form (attach copies of proposed Owner & Tenant contracts)
_____	Owner Contract
_____	Supplemental Agreements Form
_____	Borrow Agreement Form
_____	Building Removal Agreement
_____	Owner's Acquisition Breakdown Sheet
_____	Tenant Contract(s)
_____	Tenant's Breakdown Sheet
_____	Land Surveyor's Plat(s)
_____	Plot Plan(s)
_____	Written Offer (Owner's)
_____	Written Offer (Tenant's)
_____	Copy of Relocation Assistance Notice
_____	Agents Notes
_____	Estimates
_____	Request for Design Revision Form
_____	Report of Liens
<u>DESIGNATE:</u>	Number of Tenants
	Number of Tenants Signed

Certified by \_\_\_\_\_  
Agent \_\_\_\_\_ (Date) \_\_\_\_\_

Approved by \_\_\_\_\_  
Agent \_\_\_\_\_ (Date) \_\_\_\_\_

## PURCHASE AGREEMENT

**PARCEL NO.** \_\_\_\_\_ **COUNTY** \_\_\_\_\_  
**PROJECT NO.** \_\_\_\_\_ **ROAD NO.** \_\_\_\_\_

**SELLER:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

<b><u>PAYMENT AMOUNT</u></b>	<b><u>AGREED PERFORMANCE</u></b>	<b><u>DATE OF PERFORMANCE</u></b>
\$ <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><u>TOTAL LUMP SUM</u></b>	

### **Breakdown**

Land by Fee Title  
Underlying Fee Title  
Permanent Easement  
Temporary Easement for Borrow

### **Ac./Sq.Ft.**

acres      Fence: \_\_\_\_\_ rods woven  
acres      Fence: \_\_\_\_\_ rods barbed  
acres  
acres

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.

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

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

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 \_\_\_\_\_ for the purpose of constructing an entrance and as shown on the project plans for this highway improvement. Said temporary easement shall terminate upon completion of this highway project.

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

Seller is tenant on the property of: \_\_\_\_\_

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

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

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

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

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

**X** \_\_\_\_\_

**X** \_\_\_\_\_

\_\_\_\_\_

(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

**SELLER'S ALL-PURPOSE ACKNOWLEDGMENT**

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

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

to me personally known

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

\_\_\_\_\_ (Sign in Ink)  
(Print/Type Name)

Notary Public in and for the State of \_\_\_\_\_  
My Commission expires \_\_\_\_\_

(NOTARIAL SEAL)

**CAPACITY CLAIMED BY SIGNER:**

INDIVIDUAL  
 CORPORATE

Title(s) of Corporate Officer(s):  
\_\_\_\_\_

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

**SIGNER IS REPRESENTING:**

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

**BUYER'S ACKNOWLEDGMENT**

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

Notary Public in and for the State of Iowa

**BUYER'S APPROVAL**

Recommended by: \_\_\_\_\_ (Date) \_\_\_\_\_

Approved by: \_\_\_\_\_ (Date) \_\_\_\_\_

## **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 warrants or promises as to the final condition or final design of the borrow area.

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

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

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

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

It is understood and agreed the sum of \$ \_\_\_\_\_ has been deducted from the Total Lump Sum shown on Page 1 of this agreement for Seller's salvage rights for said item(s). Seller agrees to acquire all necessary permits and to comply with

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

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

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

**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)

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

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

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

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

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

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

**PROCEEDS** -- See MONEY DIVISION.

**RELOCATION ASSISTANCE ASSURANCE.**

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

**SALVAGE** -- See BUILDINGS.

**SEEDING** -- See BORROW.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TEMPORARY EASEMENT CLAUSE.**

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

From Sta. \_\_\_\_\_ to Sta. \_\_\_\_\_, a strip \_\_\_\_\_ feet wide, \_\_\_\_\_ side;

From Sta. \_\_\_\_\_ to Sta. \_\_\_\_\_, a strip \_\_\_\_\_ feet wide, \_\_\_\_\_ side;

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

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

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

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

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

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

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

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

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

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

**WATER -- IMPOUNDING OF WATER.**

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

From Sta. \_\_\_\_\_ to Sta. \_\_\_\_\_, a strip \_\_\_\_\_ feet wide, \_\_\_\_\_ side;  
From Sta. \_\_\_\_\_ to Sta. \_\_\_\_\_, a strip \_\_\_\_\_ feet wide, \_\_\_\_\_ side;

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

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

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

# LPA Manual

## Index 4

# Relocation Assistance

## Forms

## RECEIPT FOR BROCHURE

**CITY/COUNTY**

**PROJECT**

**PARCEL**

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

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

**Signed** \_\_\_\_\_

**Signed** \_\_\_\_\_

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_

**Presentation of Brochure by:** \_\_\_\_\_

**Residential Relocation  
SUBJECT INSPECTION SHEET**

Owner  Tenant

County \_\_\_\_\_

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

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

Name: \_\_\_\_\_ Tel No.: \_\_\_\_\_

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

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

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

Number of Persons: \_\_\_\_\_

Total Monthly Family Income: \_\_\_\_\_

Date of Occupancy: \_\_\_\_\_

White

Minority

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

Type of Neighborhood: \_\_\_\_\_

Location:  Urban  Suburban  Rural

Use:  Single Family  Multi-Family  Res/Commercial Distance to: Work \_\_\_\_\_ Shopping \_\_\_\_\_

Style of House: \_\_\_\_\_

Type of Construction: \_\_\_\_\_

Age: \_\_\_\_\_

Gross Area: \_\_\_\_\_ S.F.

Habitable Area: \_\_\_\_\_ S.F.

Rooms \_\_\_\_\_ Bedrooms \_\_\_\_\_ Baths \_\_\_\_\_

Type of Heating System: \_\_\_\_\_

AC:  Central

Window/Wall

Misc. Interior Features: \_\_\_\_\_

Basement:  Full  Partial  Finished

Garage:  Attached  Detached \_\_\_\_\_ Car

Misc. Exterior Features: \_\_\_\_\_

Lot Size: \_\_\_\_\_

If Tenant, Furnished?  No  Yes Explain, \_\_\_\_\_

Special Needs (if any): \_\_\_\_\_

Plans:  Purchase Replacement

Rent Replacement

Move Existing

Build New

Comments: \_\_\_\_\_

By: \_\_\_\_\_

Relocation Assistance Agent

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

## COMPARABLE INSPECTION SHEET

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

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

**SCHOOLS:**  
Elementary \_\_\_\_\_  
Middle \_\_\_\_\_  
High School \_\_\_\_\_

**OFF-SITE:** Lot Size: \_\_\_\_\_  
 Paved Street  
 Gravel Street  
 Curb & Gutter

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

### EXTERIOR

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

Habitable Area: \_\_\_\_\_ S.F.

Including \_\_\_\_\_ Bedrooms

Roof: \_\_\_\_\_ Condition: \_\_\_\_\_  
State of Repair:  Good  Fair

### Utilities:

Electricity:  110 Volts  220 Volts  
 Gas  Community Water  Well  
 Storm Sewer  Sump Pump  
 Security System \_\_\_\_\_  
Miscellaneous Features: \_\_\_\_\_

### Garage:

Attached  Detached \_\_\_\_\_ Car  
 Sanitary Sewer  Septic System  
 Smoke Alarm, No. \_\_\_\_\_

Inspection Comments: \_\_\_\_\_

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

By: \_\_\_\_\_  
Relocation Agent

\_\_\_\_\_ Date

Comparable

Most Comparable

Replacement

## MORTGAGE INTEREST DIFFERENTIAL PAYMENT (MIDP)

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State Zip \_\_\_\_\_

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

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

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

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

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

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

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

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

---

Relocation Agent

---

Approving Authority

---

Date Submitted to Displace

---

Date Prepared

---

Estimated MIDP

---

Actual MIDP

## ESTIMATED COST OF NEW REPLACEMENT HOUSING

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

Estimated Lot Costs:	
Remarks:	

### Estimated Cost of New Construction

Dwelling:	Total sq. ft.		x cost/sq. ft.		
Garage: One car - Two car					
Concrete Work:	Total sq. ft.		x cost/sq. ft.	=	
Other ( <i>Explain in remarks</i> )					
Subtotal					
Remarks:					

### Estimated Cost of Water Supply

Well including well system	
Other ( <i>Explain in remarks</i> )	
Subtotal	
Remarks:	

### Estimated Cost of Landscaping

Ground cover: ( <i>sodding and seeding</i> )	
Plantings: ( <i>trees and shrubs</i> )	
Other ( <i>Explain in remarks</i> )	
Subtotal	
Remarks:	

**Total estimated cost of new replacement housing**

**Less estimated value of the residential portion of the taking**

**TOTAL DIFFERENCE**

Based on the above calculations the estimated amount of supplemental replacement housing due the occupant, or occupants, of this dwelling as provided by House File 182 of the 64<sup>th</sup> Iowa General Assembly is:

It is my understanding that this determination may be used in connection with a Federal Aid highway project.

I hereby certify that I have no direct or indirect personal interest in this transaction; that I will not derive any benefit from the supplemental payment provided; that compensation for this determination of supplemental payments is not contingent upon any value conclusions as herein set forth and that the statements herein are true to the best of my knowledge and belief.

Signed \_\_\_\_\_  
Relocation Assistance Agent

\_\_\_\_\_ Date

ESTIMATED COST OF SELF-MOVE OF  
PERSONAL PROPERTY

County \_\_\_\_\_

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

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

Personalty Owner \_\_\_\_\_

Address \_\_\_\_\_

Location of personality to be moved \_\_\_\_\_

Replacement location for personality

Proposed move date \_\_\_\_\_

Items to be moved (attach additional sheet if necessary) \_\_\_\_\_

### Estimated costs:

Lump sum Agent's estimate:

If \$1,502 or more:

## EQUIPMENT

\_\_\_\_\_, \_\_\_\_ hrs/day @ \_\_\_\_/hr, day = \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_ hrs/day @ \_\_\_\_/hr, day = \_\_\_\_\_

## LABOR

\_\_\_\_\_ persons @ \_\_\_\_\_/hr x \_\_\_\_\_ hrs = \_\_\_\_\_

I concur with the above inventory and estimated cost.

---

## Relocate

Date

Submitted by:

---

## Right of Way Agent

Date

NON-RESIDENTIAL RELOCATION  
INSPECTION SHEET

Owner       Tenant      County  
 Personal       Sign      Project No.  
 Property Only           Parcel No.

1. Name of Concern	Phone Number	
2. Owner or Authorized Officer and Title		
3. Property Address	Owner's Address	
4. Form of Ownership (check one)		
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	
<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Corporation	
5. Type of Business (check one)		
<input type="checkbox"/> Manufacture	<input type="checkbox"/> Retail Trade	<input type="checkbox"/> Sign
<input type="checkbox"/> Wholesale Trade	<input type="checkbox"/> Business Service	<input type="checkbox"/> Non-Profit Organization (specify type)
<input type="checkbox"/> Personal Service	<input type="checkbox"/> Farming	_____
6. Area of Business (Neighborhood, City, etc.) describe:		
7. Is this business part of a commercial enterprise having at least one other establishment which is not being acquired by the State or the United States and which is engaged in the same or similar business?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
8. Date Established in Project Area:		
9. Business Intends to:		
<input type="checkbox"/> Continue in Area <input type="checkbox"/> Discontinue <input type="checkbox"/> Relocate in Other Area		
10. Type of Items to be Moved:		
11. Relocation Assistance Information Issued:		
a. Date: _____		
b. By: _____		

Remarks:

**OFFER OF RELOCATION ASSISTANCE**  
**Residential**  
**Owner-Occupant of More Than 180 Days**

Date Negotiations Initiated \_\_\_\_\_ County \_\_\_\_\_  
 Owner \_\_\_\_\_ Project No. \_\_\_\_\_  
 Address \_\_\_\_\_ Parcel No. \_\_\_\_\_

In addition to the amount offered for the purchase of the real estate, the \_\_\_\_\_ is authorized to make the following relocation assistance payments:

**A. Replacement Housing Payment:**

This payment is based on a reviewed and approved acquisition price (or the acquisition price of the residential portion, if applicable) of \$ \_\_\_\_\_. A maximum of \$ \_\_\_\_ toward the purchase of replacement decent, safe, and sanitary single-family housing based on a replacement dwelling cost of \$ \_\_\_\_\_ or more. If the actual replacement dwelling cost is less than the amount shown or if the acquisition price changes, the relocation payment may change. If the actual replacement dwelling cost is more than the amount shown and comparable housing is available for \$ \_\_\_\_\_ the additional cost will be paid by the property owner. This determination was based on a comparable dwelling located at \_\_\_\_\_.

That property and properties located at \_\_\_\_\_ are currently available to you for your consideration as replacement housing.

**B. Increased Interest Payment:**

Based on information furnished to the \_\_\_\_\_ by the previous mortgage holder(s) and the new mortgage holder(s), you may be eligible for a mortgage increase differential payment. Further information is available from a Relocation Assistance Agent.

**C. Incidental Expenses Payment:**

The incidental expenses payment is for those actual, reasonable, and necessary expenses incurred incident to the purchase of the replacement housing. Further information is available from a Relocation Assistance Agent.

**D. Rental Assistance:**

An owner occupant of 180 days or more who elects to rent replacement housing may be eligible for a rental assistance payment. Further information is available from a Relocation Assistance Agent.

**E. Residential Moving Payment:**

1. Actual reasonable and necessary moving costs based on receipted bills from a qualified mover.  
Or
2. A scheduled moving payment of \$ \_\_\_\_\_ which includes a dislocation allowance (reimbursement for various incidental costs).

The replacement housing must be actually purchased or rented, and occupied by the displaced person within one year of the displacement date.

**NINETY DAY NOTICE**

You will not be required to move from your dwelling or to move your personal property sooner than \_\_\_\_\_, a date not less than 90 days from the date the original offer was presented to you.

\_\_\_\_\_  
 Right of Way Agent

\_\_\_\_\_  
 Date

By

\_\_\_\_\_  
 Approving Authority

\_\_\_\_\_  
 Date

**OFFER OF RELOCATION ASSISTANCE**  
 Residential  
 Tenant-Occupant  
 or  
 Owner-Occupant of 90 through 179 Days

Date Negotiations Initiated \_\_\_\_\_ County \_\_\_\_\_  
 Tenant \_\_\_\_\_ Project No. \_\_\_\_\_  
 Address \_\_\_\_\_ Parcel No. \_\_\_\_\_

The (acquiring agency) is authorized to make the following relocation assistance payments:

**A. Rental Assistance:**

A maximum 42 month supplement of \$ \_\_\_\_\_, if needed toward the rental of decent, safe, and sanitary replacement single-family housing. This housing may be a single-family unit in a multi-family building. If the new monthly rental actually paid is less than \$ \_\_\_\_\_, plus utilities, the rental assistance payment shall be reduced accordingly. The amount of the payment shall be paid in a lump sum unless the \_\_\_\_\_ determines that installment payments should be made.

That determination was based on a comparable dwelling located at: \_\_\_\_\_.

That property, and properties located at \_\_\_\_\_ are available for your consideration as replacement dwellings.

The replacement housing must be actually occupied by the displaced person within one year of the displacement date, and where last resort housing provisions apply, all payments may be directed to a third party.

**B. Down Payment Assistance:**

An owner-occupant of from 90 through 179 days or a tenant occupant, who elects to purchase and occupy a decent, safe and sanitary single-family residence as replacement housing, is eligible for down payment assistance.

**C. Residential Moving Payment:**

1. Actual reasonable and necessary moving costs based on received bills from a qualified mover.

Or

2. A scheduled moving payment of \$ \_\_\_\_\_, which includes a dislocation allowance (reimbursement for various incidental costs).

**NINETY DAY NOTICE**

You will not be required to move from your dwelling or to move your personal property sooner than \_\_\_\_\_, a date not less than 90 days from the date this offer was presented to you.

By \_\_\_\_\_  
 Right of Way Agent Date \_\_\_\_\_

By \_\_\_\_\_  
 Approving Authority Date \_\_\_\_\_

Relocation Assistance  
**REPLACEMENT HOUSING PAYMENT  
SUMMARY AND CERTIFICATION**

**SUPPLEMENT DETERMINATION FOR  
OWNER OCCUPANT OF MORE THAN 180 DAYS**

County \_\_\_\_\_

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

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

Name: \_\_\_\_\_ Tel No.: \_\_\_\_\_

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

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

**Block A -- Available Comparable Housing For Sale:**

Listing No.	Date	Address or Location	Listing Price
		1.	
		2.	
		3.	
		4.	

**Block B -- Available Comparable Housing For Rent:**

Listing No.	Date	Address or Location	Rent	Est. Util.	TOTAL
		1.			
		2.			
		3.			
		4.			

**Block C -- Owner-Occupant Replacement Housing Payment:**

The Most Nearly Comparable Housing (Block A) ---- Listing Number \_\_\_\_\_

Adjusted Cost of Comparable Housing \_\_\_\_\_ Less Acquisition Cost of Subject Property \_\_\_\_\_ = Indicated Housing Payment \_\_\_\_\_

1. Most Nearly Comparable Housing Rental (Block B): ..... _____ Per Month x 42 Months = _____	Less	
2. Economic Rent or Owner-Occupants Acquired Residence: Utilities ..... _____ Per Month x 42 Months = _____		
3. Indicated Comparable Housing Rental Payment _____		
4. Supplemental Payment For Owner-Occupant To Rent (this shall not exceed the amount of Indicated Comparable Housing Payment - Block C) ..... _____		

Reasons For Selecting Comparable Used For Computation: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

Based on above calculations the estimated amount for supplemental replacement housing due the occupant or occupants, of this dwelling as provided by Chapter 316 Iowa Code, is: ..... \_\_\_\_\_

It is my understanding that this determination may be used in connection with a Federal Aid highway project.

I hereby certify that I have no direct or indirect present or contemplated personal interest in this transaction; that I will not derive any benefit from the supplemental payment provided; that compensation for this determination of supplemental payment is not contingent upon any value conclusion as herein set forth and that all statements herein are true to the best of my knowledge and belief.

Signed \_\_\_\_\_

Relocation Assistance Agent

Date

## REPLACEMENT HOUSING PAYMENT SUMMARY AND CERTIFICATION

### Rent Supplement Determination

County \_\_\_\_\_

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

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

Name: \_\_\_\_\_ Tel No.: \_\_\_\_\_

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

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

Block A - Available Comparable Housing - For Rent:					
Rent No.	Date	Address or Location	Rent	Est. Util.	Total
1					
2					
3					
4					

### INFORMATION FOR COMPLETION OF BLOCK B

In Block B - The previous "rent being paid" shall include any rent supplements supplied by others except, when by law, such supplement is discontinued upon vacation of the property.

1. The Most Nearly Comparable Housing Rental (Block A-No. _____) _____ Per Month x 42 Months = _____ Less: 2. Previous Rent Paid (a., b., or c. whichever is applicable) a. Economic Rent of Occupied Rental plus utilities _____ Per Month x 42 Months = _____ b. Average Monthly Rent Paid During the Last 3 Months _____ Per Month x 42 Months = _____ c. Thirty Percent (30%) of Average Gross Monthly Income _____ Per Month x 42 Months = _____ 3. Total Rent Supplement Payment _____	_____
--	-------

Based on above calculations the estimated amount for supplemental replacement housing due the occupant, or occupants, of this dwelling as provided by the Iowa General Assembly is: ..... \_\_\_\_\_

It is my understanding that this determination may be used in connection with a Federal Aid Highway Project.

I hereby certify that I have no direct or indirect present or contemplated personal interest in this transaction; that I will not derive any benefit from the supplemental payment provided; that compensation for this determination of supplemental payment is not contingent upon any value conclusions as herein set forth and that all statements herein are true to the best of my knowledge and belief.

Signed \_\_\_\_\_  
Relocation Assistance Agent \_\_\_\_\_ Date \_\_\_\_\_

### **Assignment of Interest**

I, \_\_\_\_\_, hereby authorize and request the (name of acquiring agency) to make payment directly to \_\_\_\_\_ in the amount of \_\_\_\_\_ for a bill dated \_\_\_\_\_.

These expenses are true, just, and unpaid and were incurred in the relocation of my **(business or residence)**.

---

Signature

---

Date

Federal Tax ID or Social Security No. \_\_\_\_\_

CLAIM FOR RESIDENTIAL  
RELOCATION ASSISTANCE REIMBURSEMENT

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

Project No. \_\_\_\_\_ F.A. Project No. \_\_\_\_\_

APPLICATION FOR REIMBURSEMENT  
(Check Applicable Items)

Replacement Housing Payment  
 Transfer Costs In Purchase of Replacement Dwelling  
 Residential Moving Payment  
 Increased Interest Payment  
 Personal Property

1. Name _____ <u>Subj. Address</u> Street _____ City _____ State <u>IA</u> Zip _____ <u>Owner Address</u> Street _____ City _____ State <u>IA</u> Zip _____ Furnished with your Furniture? <input type="checkbox"/> YES <input type="checkbox"/> NO Number of rooms occupied (Excluding bathrooms, hallways and closets) : 1	2. Date Moved _____ <u>New Address</u> Street _____ City _____ State <u>IA</u> Zip _____ Were household goods moved to or from storage: <input type="checkbox"/> YES <input type="checkbox"/> NO
--	---

3. SCHEDULE MOVING COSTS AND DISLOCATION ALLOWANCE

Amount claimed by schedule of Iowa Department of Transportation for fixed payment.....

\$ \_\_\_\_\_

4. ACTUAL MOVING EXPENSES

Personal Property  
 Commercial Moving Expenses (supported by receipted bills)  
 Self-moves (supported by receipted bills or other evidence of expenses)

TOTAL OF ACTUAL MOVING EXPENSES.....

\$ \_\_\_\_\_

5. REPLACEMENT HOUSING REIMBURSEMENT CLAIMED

Type of Payment Claimed (Check a, b, c, or d)

a. Former owner-occupant, Purchasing Replacement or retaining present housing  
 b. Former owner-occupant, Renting Replacement Housing  
 c. Former Tenant or Roomer, Purchasing Replacement Housing  
 d. Former Tenant or Roomer, Renting Replacement Housing Payment

\_\_\_\_\_  #1  #2  #3  #4  Full

AMOUNT CLAIMED FOR REPLACEMENT HOUSING REIMBURSEMENT.....

\$ \_\_\_\_\_

6. TOTAL OF INCREASED INTEREST PAYMENT

Computation is based upon information furnished to the State by the previous mortgage holder(s) and the new mortgage holder(s) .....

\$ \_\_\_\_\_

7. TRANSFER COSTS IN THE PURCHASE OF REPLACEMENT HOUSING

Receipts of Closing Statements showing these costs have been paid must be furnished by claimant .....

\$ \_\_\_\_\_

8. PAYMENTS TO BE MADE TO: (if other than claimant)

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

AMOUNT \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

Assignment(s) or other letters directing these payments shall be on file with:  
Iowa Department of Transportation, Relocation Assistance Section, Ames, Iowa 50010

9. The amount of payment(s) claimed herein are Subject to Audit for  
Compliance with State and Federal Regulations.

TOTAL AMOUNT OF THIS CLAIM .....

\$ \_\_\_\_\_

RELOCATION SECTION APPROVALS

CLAIMANT'S CERTIFICATION

I certify that the above claim is correct, just and unpaid.

Name \_\_\_\_\_ Relocation Agent \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Relocation Payment Auditor \_\_\_\_\_ Date \_\_\_\_\_

Signed (Must be signed in ink)

Date \_\_\_\_\_

Distribution:  Payment Copy;  Warrant Copy;  Permanent File Copy

CLAIM FOR RESIDENTIAL  
RELOCATION ASSISTANCE REIMBURSEMENT

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

Project No. \_\_\_\_\_ F.A. Project No. \_\_\_\_\_

APPLICATION FOR REIMBURSEMENT  Replacement Housing Payment  
(Check Applicable Items)  Transfer Costs In Purchase of Replacement Dwelling  
 Residential Moving Payment  
 Increased Interest Payment  
 Personal Property

1. Name _____	2. Date Moved _____
Subj. Address _____	New Address _____
Street _____	Street _____
City _____ State _____ IA _____ Zip _____	City _____ State _____ IA _____ Zip _____
Owner Address _____	Street _____
Street _____	City _____ State _____ IA _____ Zip _____

3. MOVING EXPENSES (INCLUDING STORAGE)

<input type="checkbox"/> Personal Property.....	\$ _____
<input type="checkbox"/> Commerical Moves (Supported by receipted bills) .....	\$ _____
<input type="checkbox"/> Self-Moves (Supported by receipted bills or other acceptable evidence of expense\$ .....	\$ _____
..... \$ _____	..... \$ _____
..... \$ _____	..... \$ _____

TOTAL OF ACTUAL MOVING EXPENSES..... \$ 0.00

4. REESTABLISHMENT EXPENSES

..... \$ .....	\$ .....
..... \$ .....	\$ .....

TOTAL OF ACTUAL REESTABLISHMENT EXPENSES..... \$ .....

5..ACTUAL REASONABLE EXPENSES IN SEARCHING FOR A REPLACEMENT LOCATION.

A. Receipted Bills	\$ .....
B. Time Spent in Search _____ hours X \$ _____ per hour	\$ .....

TOTAL EXPENSES IN SEARCHING FOR NEW LOCATION .....

\$ .....

6. MOVING COSTS BASED ON AVERAGE EARNINGS

- This payment is in lieu of Item (3), (4) and (5) of this claim.
- The payment shall be based upon a determination by the State that the Claimant is eligible to elect receipt of this payment.
- Supported by proof of average annual net earnings for the two previous years.  
(Based on Net Business or Farm income tax figures for those years)

TOTAL IN LIEU OF ACTUAL MOVING EXPENSES .....

\$ .....

7. PAYMENTS TO BE MADE TO: (if other than claimant)  
NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

AMOUNT

.....	\$ .....
.....	\$ .....
.....	\$ .....

Assignment(s) or other letters directing these payments shall be on file with:  
Iowa Department of Transportation, Relocation Assistance Section, Ames, Iowa 50010

9. The amount of payment(s) claimed herein are Subject to Audit for  
Compliance with State and Federal Regulations.

TOTAL AMOUNT OF THIS CLAIM .....

\$ .....

RELOCATION SECTION APPROVALS

CLAIMANT'S CERTIFICATION

I certify that the above claim is correct,  
just and unpaid.

Signed (Must be signed in ink)  
Date

Name \_\_\_\_\_ Relocation Agent \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Relocation Payment Auditor \_\_\_\_\_ Date \_\_\_\_\_

Distribution:  Payment Copy;  Warrant Copy;  Permanent File Copy

## NOTIFICATION OF PERSONAL PROPERTY MOVE

County \_\_\_\_\_

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

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

-----

This is to notify the \_\_\_\_\_ that  
the personal property at the above location has been moved  
to the location that was agreed upon.

*Signature of Owner*

*Date*

-----

Please Mail To:

## NOTIFICATION OF BUSINESS MOVE

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

---

This is to notify the \_\_\_\_\_ that  
the above-named business intends to begin to move on or  
about \_\_\_\_\_.

*Date*

This notice is given at least 4 weeks in advance of the  
move.

\_\_\_\_\_  
*Signature of Owner*

\_\_\_\_\_  
*Date*

---

Please Mail To:

When corresponding, refer to:  
County  
Project Number  
Parcel Number

Date

Name  
Street Address  
City, State, Zip Code

**VIA CERTIFIED MAIL**

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

By previous notice, you were advised that the ( acquiring agency) would provide you with written notice of the specific date by which you must vacate and surrender possession of the subject parcel of property.

*In accordance with right of way acquisition policy, this letter will serve as a 30-day notice that you will be required to vacate and surrender possession of the property on or before \_\_\_\_\_, 2004.*

Your Relocation Assistance Agent, \_\_\_\_\_, will be in contact with you to coordinate your relocation needs.

We appreciate your continued cooperation with this needed highway improvement.

Sincerely,

## RECEIPT OF WARRANT ACKNOWLEDGEMENT

TO WHOM IT MAY CONCERN:

I, \_\_\_\_\_, hereby acknowledge receipt of the following warrant(s) from the (acquiring agency).

NAME <i>(if other than above)</i>	WARRANT #	AMOUNT

This warrant(s) is received as reimbursement of true and just expense incurred in the relocation of my **business/farm operation/residency/mobile home/personal property**.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## RECORD OF CONTACTS

County \_\_\_\_\_ Project No. \_\_\_\_\_ Parcel No. \_\_\_\_\_  
Name: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Subject Address: \_\_\_\_\_ Zip \_\_\_\_\_  
Owner Address: \_\_\_\_\_ Zip \_\_\_\_\_

---

Residential     Business     Farm     Non-Profit     Signs     Personal Property  
 Owner     Tenant     Personal Contact     Telephone

Persons Present: \_\_\_\_\_

---

Discussion (and your recommendations): \_\_\_\_\_

Signed \_\_\_\_\_  
Relocation Assistance Agent

Date \_\_\_\_\_

## PARCEL CHECKSHEET

Residential    Non-Residential    Personal Property Owner   County \_\_\_\_\_  
 Owner    Tenant    Sign   Project No. \_\_\_\_\_

Name \_\_\_\_\_

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

LAST RESORT HOUSING    Yes    No

Old Address:

Street \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

New Address:

Street \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Date of Occupancy \_\_\_\_\_ Initiation of Negotiations \_\_\_\_\_  
 90-Day Notice Date \_\_\_\_\_

Date of Contract Approval \_\_\_\_\_ Condemnation Date \_\_\_\_\_

Possession Date \_\_\_\_\_

30-Day Notice Sent \_\_\_\_\_ Moved From Subject \_\_\_\_\_

Expiration for Claims \_\_\_\_\_

Receipt for Brochure \_\_\_\_\_ Replacement DSS Inspection \_\_\_\_\_

Form 637-012   "Residential-Subject Inspection Sheet"  
 Form 637-015   "Residential-Comparable Inspection Sheet"

Comparable    Replacement

Form 637-013   "Replacement Housing Payment Summary and Certification - Owner Occupants"

Form 637-014   "Replacement Housing Payment Summary and Certification - Tenant Occupants"

Form 637-\_\_\_\_\_   "Offer of Relocation Assistance" (637-150, 637-151, 637-152 or 637-154)

Form 637-009   "Residential Reimbursement"

\_\_\_\_ Moving    Schedule    Actual

\_\_\_\_ Housing    Buy    Rent

\_\_\_\_ Increased Interest

\_\_\_\_ Incidentals

\_\_\_\_ Storage

Total \_\_\_\_\_

Form 637-019   "Mortgage Interest Differential Payment" (MIDP)

Estimated    Actual

Form 637-029   "Notification of Personal Property Move"

Form 637-031   "Relocation Housing Payment and Possession Agreement"

Form 637-032   "Estimated Cost of Self-Move of Personal Property"

Form 637-033   "Estimated Cost of New Replacement Housing"

Form 637-035   "Receipt for Warrant Acknowledgment"

Form 637-008   "Assignment of Interest"

Copy of Approved Contract or Condemnation Award & Hearing Report

Copy of Title Instrument For Replacement Housing

Closing Statement For Replacement Housing

Pictures    Subject    Replacement

Last Resort Housing Plan

Rent Receipts    Subject    Replacement

Form 637-011   "Non-Residential Information Sheet"

Form 637-\_\_\_\_\_   "Offer of Relocation Assistance" (637-152 or 637-154)

Form 637-010   "Non-Residential Reimbursement" No. of Claims \_\_\_\_\_

\_\_\_\_ Moving

\_\_\_\_ Re-establishment

\_\_\_\_ Searching

\_\_\_\_ In-Lieu

\_\_\_\_ Storage

Total \_\_\_\_\_

Form 637-029   "Notification of Personal Property Move"

Form 637-030   "Notification of Business Move"

Form 637-032   "Estimated Cost of Self-Move of Personal Property"

Form 637-034   "Fixed Payment for Business Move"

Form 637-035   "Receipt for Warrant Acknowledgement"

Copy of Approved Contract or Condemnation Award & Hearing Report

Business Move Estimate    Agent    Moving Company

Inventory    List    Pictures

Request for Appeal Received   Date:

Form 637-028   "Report of Appeal Award"

Request for Appeal Acknowledged   Date: \_\_\_\_\_ Moving \_\_\_\_\_ Moving

Appeal Board Appointed   Date: \_\_\_\_\_ Housing \_\_\_\_\_ Re-establishment

Notice to Claimant of Appeal Hearing   Date: \_\_\_\_\_ Increased \_\_\_\_\_ Searching

Hearing Date: \_\_\_\_\_ Date: \_\_\_\_\_ Interest \_\_\_\_\_ In-Lieu

\_\_\_\_ Incidentals   Total \_\_\_\_\_

\_\_\_\_ Acknowledge Each Item as follows:    Applicable    Not Applicable

Reviewed By: \_\_\_\_\_

# LPA Manual

## Index 5

# Title and Closing Forms

## **NOTICE OF ABANDONMENT OF AN EASEMENT FOR \_\_\_\_\_**

THAT \_\_\_\_\_ do /does hereby state that a certain Easement for \_\_\_\_\_, granted in a certain \_\_\_\_\_, and recorded on \_\_\_\_\_, in \_\_\_\_\_, in the \_\_\_\_\_ County Recorder's Office, is hereby abandoned and do / does hereby disclaim any and all rights, title or interest in and to said Easement or to the use thereof for any purpose whatsoever; said easement being described as follows:

### **DESCRIPTION**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. (SIGN IN INK)

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

### **ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
before me, the undersigned, a Notary Public in and for said  
State, personally appeared \_\_\_\_\_

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

(SEAL) \_\_\_\_\_ (Sign in Ink)  
\_\_\_\_\_  
Notary Public in and for said State  
My Commission expires: \_\_\_\_\_

### **Capacity Claimed by Signer:**

- INDIVIDUAL
- CORPORATE  
Titles of Corporate Officer(s):  
\_\_\_\_\_
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNERSHIP  
\_\_\_\_\_ Limited or \_\_\_\_\_ General
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER: \_\_\_\_\_

### **Signer is Representing:**

Names of entity(ies) or person(s)

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor names (Parcel \_\_\_\_\_)

## **RESOLUTION OF ABANDONMENT OF AN EASEMENT FOR \_\_\_\_\_**

BE IT RESOLVED by \_\_\_\_\_ that a certain Easement for \_\_\_\_\_ granted in a certain \_\_\_\_\_, and recorded on \_\_\_\_\_, in \_\_\_\_\_, in the \_\_\_\_\_ County Recorder's Office, is hereby abandoned, and said \_\_\_\_\_ hereby disclaim(s) any and all rights, title or interest in and to said Easement or to the use thereof for any purpose whatsoever, in, to, on, over and across the following described real estate:

### **DESCRIPTION**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (SIGN IN INK)

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

### **ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me, the undersigned, a Notary Public in and for said  
State, personally appeared \_\_\_\_\_

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

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

### **Capacity Claimed By Signer:**

INDIVIDUAL  
 CORPORATE  
 Titles of Corporate Officer(s):  
  
 Corporate Seal is affixed  
 No Corporate Seal procured  
 PARTNERSHIP  
 Limited or \_\_\_\_\_ General  
 ATTORNEY-IN-FACT  
 EXECUTOR(s) or TRUSTEE(s)  
 GUARDIAN(s) or CONSERVATOR(s)  
 OTHER: \_\_\_\_\_

### **Signer is Representing:**

Names of entity(ies) or person(s)

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

## **AFFIDAVIT**

State of \_\_\_\_\_, County of \_\_\_\_\_, ss:

I, \_\_\_\_\_, being first duly sworn on oath, depose and state that I am a duly licensed attorney and for more than \_\_\_\_\_ years have practiced law in \_\_\_\_\_ County, Iowa.

That I am familiar with the financial affairs of \_\_\_\_\_ and that from personal knowledge and from other sources I deem credible I further state that \_\_\_\_\_, husband and wife, have made the necessary payments to satisfy in full the terms of that certain mortgage in favor of \_\_\_\_\_, dated \_\_\_\_\_, and filed of record on \_\_\_\_\_, in \_\_\_\_\_, in the records of \_\_\_\_\_ County, Iowa.

---

(type name)

Sworn to (or affirmed) and subscribed before me by \_\_\_\_\_ on this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.  
  
*[Handwritten signature]*

(SEAL)

Notary Public in and for said State  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

## **AFFIDAVIT**

State of \_\_\_\_\_, County of \_\_\_\_\_, ss:

I, \_\_\_\_\_, being first duly sworn on oath, depose and state that I am \_\_\_\_\_ of \_\_\_\_\_ and for more than \_\_\_\_\_ years have been engaged in banking in \_\_\_\_\_ County, Iowa.

That I am familiar with the financial affairs of \_\_\_\_\_ and that from personal knowledge and from other sources I deem credible I further state that \_\_\_\_\_, husband and wife, have made the necessary payments to satisfy in full the terms of that certain mortgage in favor of \_\_\_\_\_, dated \_\_\_\_\_, and filed of record on \_\_\_\_\_, in \_\_\_\_\_, in the records of \_\_\_\_\_ County, Iowa.

\_\_\_\_\_  
(type name)

Sworn to (or affirmed) and subscribed before me by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
(Sign in Ink)  
(Print/Type Name)

Notary Public in and for said State  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

## **AFFIDAVIT OF IDENTITY**

State of \_\_\_\_\_, County of \_\_\_\_\_, ss:

I, \_\_\_\_\_, being first duly sworn on oath, depose and say:

That I have resided at the address of \_\_\_\_\_, in the City of \_\_\_\_\_, \_\_\_\_\_ County, Iowa, since on or about \_\_\_\_\_.

That I am not the same person as \_\_\_\_\_ named as Defendant in Judgment entered on \_\_\_\_\_, in \_\_\_\_\_.

That my spouse is \_\_\_\_\_, and we have been married since \_\_\_\_\_.

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

\_\_\_\_\_  
(type name)

Sworn to (or affirmed) and subscribed before me by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
(Sign in Ink)  
\_\_\_\_\_  
(Print/Type Name)  
Notary Public in and for said State  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

## **BILL OF SALE**

**Know All Men By These Presents:** That \_\_\_\_\_, of \_\_\_\_\_ County, State of Iowa, in consideration of the sum of \_\_\_\_\_ and no/100----(\$\_\_\_\_\_)----dollars, do hereby sell, assign, transfer and set over unto the \_\_\_\_\_, the following described personal property, to-wit:

All right, title, leasehold, interest, claim, and demand in a certain outdoor advertising device described as:

A 25' X 12' double-sided billboard sign, Permit Nos. \_\_\_\_\_.

The improvement as listed above is located on real estate described as:

A parcel of land located in the  $\frac{1}{4}$   $\frac{1}{4}$  of Sec. \_\_\_\_\_, T\_\_N, R\_\_W of the 5th P.M.,  
City/County of \_\_\_\_\_, Iowa.

The above named Buyer does hereby assent to becoming the owner of the above described property.

This Bill of Sale and a certain \_\_\_\_\_ to the State of Iowa and to \_\_\_\_\_ County, executed and given in accordance with and in fulfillment of the terms of a certain agreement dated \_\_\_\_\_, and recorded in the \_\_\_\_\_ County Recorder's Office on \_\_\_\_\_, in \_\_\_\_\_, except those terms that survive the execution of this document.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as the appropriate gender, according to the context.

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

\_\_\_\_\_  
(Sign in Ink as Name is Typed)

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

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

(NOTARIAL SEAL)

\_\_\_\_\_  
(Sign in Ink)  
\_\_\_\_\_  
(Print/Type Name)  
Notary Public in and for said State of Iowa.  
My Commission Expires: \_\_\_\_\_.

\_\_\_\_\_  
County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

## **BILL OF SALE**

**Know All Men By These Presents:** That \_\_\_\_\_, of \_\_\_\_\_ County, State of Iowa, in consideration of the sum of \_\_\_\_\_ and no/100----(\$\_\_\_\_\_)----dollars, does hereby sell, assign, transfer and set over unto the \_\_\_\_\_, the following described personal property, to-wit:

Improvements, as listed below, located in \_\_\_\_\_ Mobile Home Park, \_\_\_\_\_, Iowa, on real estate described as: \_\_\_\_\_.

Mobile Home, \_\_\_\_\_-foot by \_\_\_\_\_-foot wide, (Title No. \_\_\_\_\_, V.I.N. \_\_\_\_\_); all heating, cooling, plumbing and electrical systems connected thereto; and all doors, windows, cabinets, floor coverings, and any other appliances and fixtures that, if removed, would damage the integrity of the structure.

The above named Buyer does hereby assent to becoming the owner of the above described property.

This Bill of Sale is executed and given in accordance with, and in fulfillment of, the terms of a certain agreement dated , 20\_\_\_\_\_, on file with the Office of Right of Way, Highway Division, of the Iowa Department of Transportation, Ames, Iowa.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as the appropriate gender, according to the context.

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

\_\_\_\_\_  
**(Sign in Ink as Name is Typed)**

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

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

(NOTARIAL SEAL)

\_\_\_\_\_  
**(Sign in Ink)**  
\_\_\_\_\_  
**(Print/Type Name)**  
Notary Public in and for said State of Iowa.  
My Commission Expires: \_\_\_\_\_.

\_\_\_\_\_  
County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

## **BILL OF SALE**

**Know All Men By These Presents:** That \_\_\_\_\_, of \_\_\_\_\_ County, State of Iowa, in consideration of the sum of \_\_\_\_\_ and no/100----(\$\_\_\_\_\_)----dollars, do hereby sell, assign, transfer and set over unto the \_\_\_\_\_, the following described personal property, to-wit:

All right, title, leasehold, interest, claim, and demand in a certain \_\_\_\_\_, located on real estate described as:

A parcel of land located in the  $\frac{1}{4} \frac{1}{4}$  in Section \_\_\_\_\_, Township \_\_\_\_\_ North, Range \_\_\_, West of the 5th P.M., \_\_\_\_\_ County, Iowa, as shown on Acquisition Plat, Exhibit "A", attached hereto and by reference made a part hereof, more particularly described as follows:

which is now located at \_\_\_\_\_, \_\_\_\_\_, Iowa, in the possession of \_\_\_\_\_.

The above named Buyer does hereby assent to becoming the owner of the above described property. This Bill of Sale and a certain \_\_\_\_\_ to the State of Iowa and to \_\_\_\_\_ County, executed and given in accordance with and in fulfillment of the terms of a certain agreement dated \_\_\_\_\_, and recorded in the \_\_\_\_\_ County Recorder's Office on \_\_\_\_\_, in \_\_\_\_\_, except those terms that survive the execution of this document.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as the appropriate gender, according to the context.

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

\_\_\_\_\_  
**(Sign in Ink as Name is Typed)**

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

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

(NOTARIAL SEAL)

\_\_\_\_\_  
**(Sign in Ink)**  
\_\_\_\_\_  
**(Print/Type Name)**  
Notary Public in and for said State of Iowa.  
My Commission Expires: \_\_\_\_\_.

\_\_\_\_\_  
County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

## **BILL OF SALE**

**Know All Men By These Presents:** That \_\_\_\_\_, of \_\_\_\_\_ County, State of Iowa, in consideration of the sum of \_\_\_\_\_ and no/100----(\$\_\_\_\_\_)----dollars, do hereby sell, assign, transfer and set over unto the \_\_\_\_\_, the following described personal property, to-wit:

Improvements, as listed below (including any fixtures and equipment, as listed on Exhibit "A" attached hereto), located on real estate described as:

A parcel of land located in the \_\_\_\_\_ of Sec. \_\_\_\_\_, T\_\_\_\_N, R\_\_\_\_W of the 5th P.M., \_\_\_\_\_ County, Iowa, as shown on Acquisition Plat Exhibit "A" attached hereto and by reference made a part hereof.

**(DESCRIPTION)**

which is now located at \_\_\_\_\_, Iowa, in the possession of \_\_\_\_\_.

The above named Buyer does hereby assent to becoming the owner of the above described property.

This Bill of Sale and a certain \_\_\_\_\_ to the State of Iowa and to \_\_\_\_\_ County, executed and given in accordance with and in fulfillment of the terms of a certain agreement dated \_\_\_\_\_, and recorded in the \_\_\_\_\_ County Recorder's Office on \_\_\_\_\_, in \_\_\_\_\_, except those terms that survive the execution of this document.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as the appropriate gender, according to the context.

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

\_\_\_\_\_  
**(Sign in Ink as Name is Typed)**

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

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

**(NOTARIAL SEAL)**

\_\_\_\_\_  
**(Sign in Ink)**  
\_\_\_\_\_  
**(Print/Type Name)**  
Notary Public in and for said State of Iowa.  
My Commission Expires: \_\_\_\_\_.

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

## REAL ESTATE CLOSING STATEMENT

Seller \_\_\_\_\_

County \_\_\_\_\_

Contract Pay Date \_\_\_\_\_

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

Possession Date \_\_\_\_\_

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

Property Description \_\_\_\_\_

Transaction Closed:  By Mail  In Person  Non-cash Consideration Involved

### CONTRACT CONSIDERATION BREAKDOWN (No breakdown is made if transaction is a Total Acquisition)

1. Land acquired by fee ..... \$ \_\_\_\_\_

2. Land acquired by permanent easement ..... \$ \_\_\_\_\_

3. Buildings acquired considered real estate ..... \$ \_\_\_\_\_

**less salvage value** ..... \$ \_\_\_\_\_ \$ \_\_\_\_\_

4. Other improvements considered real estate ..... \$ \_\_\_\_\_

**less salvage value** ..... \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Total Conveyance Consideration (lines 1 through 4)** ..... \$ \_\_\_\_\_

5. Other improvements including fence considered damages ..... \$ \_\_\_\_\_

6. Total reduction in value from temporary easement  
    for borrow and/or haul road ..... \$ \_\_\_\_\_

7. Total reduction in value - temporary easement for detour ..... \$ \_\_\_\_\_

8. Control of Access ..... \$ \_\_\_\_\_

9. Severance damage to property ..... \$ \_\_\_\_\_

**Total Damages (lines 5 through 9)** ..... \$ \_\_\_\_\_

**LESS: Mitigated Damages (Non-cash Consideration)** ..... \$ \_\_\_\_\_

**TOTAL CONTRACT CONSIDERATION** ..... \$ **.00**

Contingent Payment (e.g., value of septic, value of well) ..... plus \$ \_\_\_\_\_

Scheduled Future Abstracting Payment ..... plus \$ \_\_\_\_\_

**GROSS PROCEEDS (Maximum Determinable Proceeds)** ..... \$ **.00**

### DISTRIBUTION OF GROSS PROCEEDS (NOTE: Warrant(s) must be endorsed by all payees before cashing)

Partial Payment Warrant # \_\_\_\_\_ Paid \_\_\_\_\_ / \_\_\_\_\_ / ..... \$ \_\_\_\_\_

Conveyance Warrant # \_\_\_\_\_ Paid at Time of Closing ..... \$ \_\_\_\_\_

Possession Warrant # \_\_\_\_\_ Paid at Time of Possession ..... \$ \_\_\_\_\_

(Contact \_\_\_\_\_ Phone No. \_\_\_\_\_ for Warrant)

Contingent Payment ..... \$ \_\_\_\_\_

(For Warrant Send Receipt Attn: Payment & Audit Unit, Right of Way Office)

Lien holders and Other Assessments Paid:

1. Mortgage (principal & interest) ..... \$ \_\_\_\_\_

2. Real Estate Taxes ..... \$ \_\_\_\_\_

**TOTAL DISTRIBUTION OF GROSS PROCEEDS** ..... \$ **.00**

### REMARKS:

Seller (or Seller's Agent) acknowledges the return and receipt of Abstract of Title No. \_\_\_\_\_ in \_\_\_\_\_ parts to the following described real estate:

We, Buyer's Agent and Seller, do hereby certify that this real estate transaction is closed and this statement is true and correct and the Seller hereby acknowledges receipt for the funds specified above.

Buyer's Agent:

Seller:

By: \_\_\_\_\_ Closing Agent Date \_\_\_\_\_

By: \_\_\_\_\_ Seller or Agent Date \_\_\_\_\_

**COURT OFFICER DEED**  
(CORPORATE GRANTOR)

In the Matter of the \_\_\_\_\_  
now pending in the Iowa District Court  
in and for \_\_\_\_\_ County.

Probate No. \_\_\_\_\_

Pursuant to the authority and power vested in the undersigned, and in consideration of the sum of  
dollarsinwords and no/100----(\$dollarsinnumbers)----Dollars and other valuable consideration in hand paid by  
the \_\_\_\_\_, the undersigned, in the representative capacity designated below, hereby convey to  
\_\_\_\_\_, real estate in \_\_\_\_\_ County, Iowa:

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A parcel of land located in \_\_\_\_\_ of the 5th P.M., \_\_\_\_\_ County, Iowa, as shown on Acquisition  
Plat Exhibit "A" attached hereto and by reference made a part hereof, more particularly  
described as follows:

(insert description)

OR USE FOLLOWING TO REPLACE ABOVE PARAGRAPH

See real estate description attached hereto and by this reference made a part hereof.  
Acquisition Plat Exhibit "A" is attached to said legal description.

This deed is given in fulfillment of a certain agreement dated \_\_\_\_\_ and recorded in the \_\_\_\_\_ County  
Recorder's Office on \_\_\_\_\_, in \_\_\_\_\_, except those terms that survive the execution of this document.

The consideration shown in this document includes \$dollarsinnumbers additional compensation due to an  
increase in acreage, based on final survey information.

The additional amount of \$dollarsinnumbers, as agreed to in the aforesaid agreement, has been paid as  
severance damages to the remaining property and is not subject to real estate transfer tax.

Deeds with a consideration of \$500.00 or less are exempt from transfer tax. Iowa Code Sec. 428A.2(21).

This land is being acquired for public purposes through eminent domain and a Declaration of Value is not  
required. Iowa Code Sec. 428A.1.

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated \_\_\_\_\_, 20\_\_\_\_\_. **(SIGN IN INK)**

**CORPORATEGRANTORINCAPS**

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Type/Print Name)  
(Title)

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Type/Print Name)  
(Title)

*(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)*

**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
before me, the undersigned, a Notary Public in and for said  
State, personally appeared \_\_\_\_\_

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

(SEAL) \_\_\_\_\_ (Sign in Ink)  
\_\_\_\_\_  
(Print/Type Name)  
Notary Public in and for said State  
My Commission Expires: \_\_\_\_\_

**Capacity Claimed By Signer:**

\_\_\_\_ INDIVIDUAL  
\_\_\_\_ CORPORATE  
\_\_\_\_ Titles of Corporate Officer(s):  
\_\_\_\_ Corporate Seal is affixed  
\_\_\_\_ No Corporate Seal procured  
\_\_\_\_ PARTNERSHIP  
\_\_\_\_ Limited or \_\_\_\_\_ General  
\_\_\_\_ ATTORNEY-IN-FACT  
\_\_\_\_ EXECUTOR(s) or TRUSTEE(s)  
\_\_\_\_ GUARDIAN(s) or CONSERVATOR(s)  
\_\_\_\_ OTHER: \_\_\_\_\_

**Signer is Representing:**

Names of entity(ies) or person(s)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

## **COURT OFFICER DEED**

In the Matter of the \_\_\_\_\_  
now pending in the Iowa District Court  
in and for \_\_\_\_\_ County.

Probate No. \_\_\_\_\_

Pursuant to the authority and power vested in the undersigned, and in consideration of the sum of  
dollarsinwords and no/100----(\$dollarsinnumbers)----Dollars and other valuable consideration in hand paid by  
the \_\_\_\_\_, the undersigned, in the representative capacity designated below, hereby convey to  
\_\_\_\_\_ real estate in \_\_\_\_\_ County, Iowa:

### **THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:**

A parcel of land located in \_\_\_\_\_ of the 5th P.M., \_\_\_\_\_ County, Iowa, as shown on Acquisition  
Plat Exhibit "A" attached hereto and by reference made a part hereof, more particularly  
described as follows:

(insert description)

OR USE FOLLOWING TO REPLACE ABOVE PARAGRAPH

See real estate description attached hereto and by this reference made a part hereof.  
Acquisition Plat Exhibit "A" is attached to said legal description.

This deed is given in fulfillment of a certain agreement dated \_\_\_\_\_ and recorded in the \_\_\_\_\_ County  
Recorder's Office on \_\_\_\_\_, in \_\_\_\_\_, except those terms that survive the execution of this document.

The consideration shown in this document includes \$dollarsinnumbers additional compensation due to an  
increase in acreage, based on final survey information.

The additional amount of \$dollarsinnumbers, as agreed to in the aforesaid agreement, has been paid as  
severance damages to the remaining property and is not subject to real estate transfer tax.

Deeds with a consideration of \$500.00 or less are exempt from transfer tax. Iowa Code Sec. 428A.2(21).

This land is being acquired for public purposes through eminent domain and a Declaration of Value is not  
required. Iowa Code Sec. 428A.1.

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated \_\_\_\_\_, 20\_\_\_\_\_. **(SIGN IN INK)**

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As \_\_\_\_\_ in the above-entitled estate or cause.

*(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)*

**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
before me, the undersigned, a Notary Public in and for said  
State, personally appeared \_\_\_\_\_

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

(SEAL) \_\_\_\_\_ (Sign in Ink)  
\_\_\_\_\_  
(Print/Type Name)  
Notary Public in and for said State  
My Commission Expires: \_\_\_\_\_

**Capacity Claimed By Signer:**

INDIVIDUAL  
 CORPORATE  
 Titles of Corporate Officer(s):

Corporate Seal is affixed  
 No Corporate Seal procured  
 PARTNERSHIP  
 Limited or  General  
 ATTORNEY-IN-FACT  
 EXECUTOR(s) or TRUSTEE(s)  
 GUARDIAN(s) or CONSERVATOR(s)  
 OTHER: \_\_\_\_\_

**Signer is Representing:**

Names of entity(ies) or person(s)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

## **COURT OFFICER EASEMENT FOR PUBLIC HIGHWAY**

In the Matter of the \_\_\_\_\_  
now pending in the Iowa District Court  
in and for \_\_\_\_\_ County.

Probate No. \_\_\_\_\_

Pursuant to the authority and power vested in the undersigned, and in consideration of the sum of dollarsinwords and no/100----(\$dollarsinnumbers)----Dollars and other valuable consideration in hand paid by the \_\_\_\_\_, the undersigned, in the representative capacity designated below, hereby grant to \_\_\_\_\_ a permanent easement for road purposes and for use as a public highway in, to, on, over and across real estate in \_\_\_\_\_ County, Iowa:

### **THE EASEMENT GRANTED FOR HIGHWAY PURPOSES IS TO LAND DESCRIBED AS FOLLOWS:**

A parcel of land located in \_\_\_\_\_ of the 5th P.M., \_\_\_\_\_ County, Iowa, as shown on Acquisition Plat Exhibit "A" attached hereto and by reference made a part hereof, more particularly described as follows:

(insert description)

OR USE FOLLOWING TO REPLACE ABOVE PARAGRAPH

See real estate description attached hereto and by this reference made a part hereof.  
Acquisition Plat Exhibit "A" is attached to said legal description.

This easement is given in fulfillment of a certain agreement dated \_\_\_\_\_, and recorded in the \_\_\_\_\_ County Recorder's Office on \_\_\_\_\_, in \_\_\_\_\_, except those terms that survive the execution of this document.

The additional amount of \$dollarsinnumbers, as agreed to in the aforesaid agreement, has been paid as severance damages to the remaining property and is not subject to real estate transfer tax.

This easement and transfer is exempt from transfer tax. Iowa Code Sec. 428A.2(17).

This easement is being acquired for public purposes through eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated \_\_\_\_\_, 20\_\_\_\_\_. **(SIGN IN INK)**

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*(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)*

**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
before me, the undersigned, a Notary Public in and for said  
State, personally appeared \_\_\_\_\_

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

(SEAL) \_\_\_\_\_ (Sign in Ink)  
\_\_\_\_\_  
(Print/Type Name)  
Notary Public in and for said State  
My Commission Expires: \_\_\_\_\_

**Capacity Claimed By Signer:**

INDIVIDUAL  
 CORPORATE  
 Titles of Corporate Officer(s):  
  
 Corporate Seal is affixed  
 No Corporate Seal procured  
 PARTNERSHIP  
 Limited or  General  
 ATTORNEY-IN-FACT  
 EXECUTOR(s) or TRUSTEE(s)  
 GUARDIAN(s) or CONSERVATOR(s)  
 OTHER: \_\_\_\_\_

**Signer is Representing:**

Names of entity(ies) or person(s)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

## **COURT OFFICER QUITCLAIM DEED**

In the Matter of the \_\_\_\_\_  
now pending in the Iowa District Court  
in and for \_\_\_\_\_ County.

Probate No. \_\_\_\_\_

Pursuant to the authority and power vested in the undersigned, and in consideration of the sum of  
dollarsinwords and no/100----(\$dollarsinnumbers)----Dollars and other valuable consideration in hand paid by  
the \_\_\_\_\_, the undersigned, in the representative capacity designated below, hereby  
convey to \_\_\_\_\_ real estate in \_\_\_\_\_ County, Iowa:

THE RIGHTS, TITLE, CLAIM, INTEREST, IF ANY, GRANTED IS TO LAND DESCRIBED AS  
FOLLOWS:

A parcel of land located in \_\_\_\_\_ of the 5th P.M., \_\_\_\_\_ County, Iowa, as shown on Acquisition  
Plat Exhibit "A" attached hereto and by reference made a part hereof, more particularly  
described as follows:

(insert description)

OR USE FOLLOWING TO REPLACE ABOVE PARAGRAPH

See real estate description attached hereto and by this reference made a part hereof.  
Acquisition Plat Exhibit "A" is attached to said legal description.

This deed is given in fulfillment of a certain agreement dated \_\_\_\_\_, and recorded in the \_\_\_\_\_ County  
Recorder's Office on \_\_\_\_\_, in \_\_\_\_\_, except those terms that survive the execution of this document.

The consideration shown in this document includes \$dollarsinnumbers additional compensation due to an  
increase in acreage, based on final survey information.

The additional amount of \$dollarsinnumbers, as agreed to in the aforesaid agreement, has been paid as  
severance damages to the remaining property and is not subject to real estate transfer tax.

Deeds with a consideration of \$500.00 or less are exempt from transfer tax. Iowa Code Sec. 428.1.

This land is being acquired for public purposes through eminent domain and a Declaration of Value is not  
required. Iowa Code Sec. 428A.1.

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated \_\_\_\_\_, 20\_\_\_\_\_. **(SIGN IN INK)**

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As \_\_\_\_\_ in the above-entitled estate or cause.

*(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)*

**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
before me, the undersigned, a Notary Public in and for said  
State, personally appeared \_\_\_\_\_

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

(SEAL) \_\_\_\_\_ (Sign in Ink)  
\_\_\_\_\_  
(Print/Type Name)  
Notary Public in and for said State  
My Commission Expires: \_\_\_\_\_

**Capacity Claimed By Signer:**

INDIVIDUAL  
 CORPORATE  
 Titles of Corporate Officer(s):  
  
 Corporate Seal is affixed  
 No Corporate Seal procured  
 PARTNERSHIP  
 Limited or  General  
 ATTORNEY-IN-FACT  
 EXECUTOR(s) or TRUSTEE(s)  
 GUARDIAN(s) or CONSERVATOR(s)  
 OTHER: \_\_\_\_\_

**Signer is Representing:**

Names of entity(ies) or person(s)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

## FLOWAGE EASEMENT

For the consideration of dollars in words and no/100----(\$dollars in numbers)----Dollars and other valuable consideration in hand paid by the \_\_\_\_\_, (**GRANTORS IN BOLDED CAPS**), husband and wife, do / does hereby grant to \_\_\_\_\_ a flowage easement over the following described real estate in \_\_\_\_\_ County, Iowa:

THE PERPETUAL RIGHT, POWER, PRIVILEGE AND EASEMENT TO OVERFLOW, FLOOD AND SUBMERGE, TO AN ELEVATION OF \_\_\_\_\_ FEET, ABOVE MEAN SEA LEVEL, UPON GRANTOR'S PROPERTY DESCRIBED AS FOLLOWS:

A parcel of land located in \_\_\_\_\_ of the 5th P.M., \_\_\_\_\_ County, Iowa, as shown on Acquisition Plat Exhibit "A" attached hereto and by reference made a part hereof, more particularly described as follows:

(insert description)

OR USE FOLLOWING TO REPLACE ABOVE PARAGRAPH

See real estate description attached hereto and by this reference made a part hereof.  
Acquisition Plat Exhibit "A" is attached to said legal description.

Grantor hereby acknowledges that the above described real estate is presently subject to the high water of the \_\_\_\_\_ and hereby agrees that the lump sum payment as shown in the agreement described herein is payment in full for any and all damages arising from the increased elevation of the high water of said river. The elevation of said \_\_\_\_\_ feet is based on the \_\_\_\_\_ year flood profile of said river and includes a factor of 0.5 feet for backwater possibly caused by this highway construction.

This easement is given in fulfillment of a certain agreement dated \_\_\_\_\_ and recorded in the \_\_\_\_\_ County Recorder's Office on \_\_\_\_\_, in \_\_\_\_\_, except those terms that survive the execution of this document.

The consideration shown in this document includes \$dollars in numbers additional compensation due to an increase in acreage, based on final survey information.

The additional amount of \$dollars in numbers, as agreed to in the aforesaid agreement, is paid as severance damages to the remaining property and is not subject to real estate transfer tax.

This easement and transfer is exempt from transfer tax. Iowa Code Sec. 428A.2(17).

This easement is being acquired for public purposes through eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

Grantors do hereby covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors covenant to warrant and defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the easement.

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated \_\_\_\_\_, 20\_\_\_\_\_. **(SIGN IN INK)**

---

---

*(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)*

**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
before me, the undersigned, a Notary Public in and for said  
State, personally appeared \_\_\_\_\_

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

(SEAL) \_\_\_\_\_ (Sign in Ink)  
\_\_\_\_\_  
(Print/Type Name)  
Notary Public in and for said State  
My Commission Expires: \_\_\_\_\_

**Capacity Claimed By Signer:**

INDIVIDUAL  
 CORPORATE  
 Titles of Corporate Officer(s):  
  
 Corporate Seal is affixed  
 No Corporate Seal procured  
 PARTNERSHIP  
 Limited or  General  
 ATTORNEY-IN-FACT  
 EXECUTOR(s) or TRUSTEE(s)  
 GUARDIAN(s) or CONSERVATOR(s)  
 OTHER: \_\_\_\_\_

**Signer is Representing:**

Names of entity(ies) or person(s)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

## **EASEMENT FOR INGRESS AND EGRESS**

In consideration of One Dollar (\$1.00) and other valuable consideration, \_\_\_\_\_, of \_\_\_\_\_ County, State of \_\_\_\_\_, do / does hereby grant a permanent easement for the purpose of ingress and egress to \_\_\_\_\_, of \_\_\_\_\_ County, State of \_\_\_\_\_, across land described as follows:

The easement for the purpose of ingress and egress is to and shall run with the land, and shall be for the benefit and use of \_\_\_\_\_, owners of the adjacent land, described as:

and to their heirs, successors, or assigns.

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

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(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

### **ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
before me, the undersigned, a Notary Public in and for said  
State, personally appeared \_\_\_\_\_

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

(SEAL) \_\_\_\_\_ (Sign in Ink)  
\_\_\_\_\_  
(Print/Type Name)  
Notary Public in and for said State  
My Commission Expires: \_\_\_\_\_

### **Capacity Claimed By Signer:**

- INDIVIDUAL
- CORPORATE  
Titles of Corporate Officer(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNERSHIP  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Limited or  General
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER: \_\_\_\_\_

### **Signer is Representing:**

Names of entity(ies) or person(s)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
County Project No. \_\_\_\_\_  
(Parcel \_\_\_\_\_)

## **EASEMENT TO CONSTRUCT AND MAINTAIN STORM SEWER**

For the consideration of dollarsinwords and no/100----(\$dollarsinnumbers)----Dollars and other valuable consideration in hand paid by the \_\_\_\_\_, **(GRANTORSINBOLDEDCAPS)**, husband and wife, do / does hereby grant to \_\_\_\_\_ a permanent easement to construct and maintain storm sewer in, to, on, over and across real estate in \_\_\_\_\_ County, Iowa:

THE EASEMENT GRANTED TO CONSTRUCT AND MAINTAIN STORM SEWER IS TO LAND DESCRIBED AS FOLLOWS:

A parcel of land located in \_\_\_\_\_ of the 5th P.M., \_\_\_\_\_ County, Iowa, as shown on Acquisition Plat Exhibit "A" attached hereto and by reference made a part hereof, more particularly described as follows:

(insert description)

OR USE FOLLOWING TO REPLACE ABOVE PARAGRAPH

See real estate description attached hereto and by this reference made a part hereof.

Acquisition Plat Exhibit "A" is attached to said legal description.

This easement is given in fulfillment of a certain agreement dated \_\_\_\_\_ and recorded in the \_\_\_\_\_ County Recorder's Office on \_\_\_\_\_, in \_\_\_\_\_, except those terms that survive the execution of this document.

The consideration shown in this document includes \$dollarsinnumbers additional compensation due to an increase in acreage, based on final survey information.

The additional amount of \$dollarsinnumbers, as agreed to in the aforesaid agreement, is paid as severance damages to the remaining property and is not subject to real estate transfer tax.

This easement and transfer is exempt from transfer tax. Iowa Code Sec. 428A.2(17).

This easement is being acquired for public purposes through eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

Grantors do hereby covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors covenant to warrant and defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the easement.

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated \_\_\_\_\_, 20\_\_\_\_\_. **(SIGN IN INK)**

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*(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)*

**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
before me, the undersigned, a Notary Public in and for said  
State, personally appeared \_\_\_\_\_

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

(SEAL) \_\_\_\_\_ (Sign in Ink)  
\_\_\_\_\_  
(Print/Type Name)  
Notary Public in and for said State  
My Commission Expires: \_\_\_\_\_

**Capacity Claimed By Signer:**

INDIVIDUAL  
 CORPORATE  
 Titles of Corporate Officer(s):  
  
 Corporate Seal is affixed  
 No Corporate Seal procured  
 PARTNERSHIP  
 Limited or  General  
 ATTORNEY-IN-FACT  
 EXECUTOR(s) or TRUSTEE(s)  
 GUARDIAN(s) or CONSERVATOR(s)  
 OTHER: \_\_\_\_\_

**Signer is Representing:**

Names of entity(ies) or person(s)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

## **EASEMENT FOR WETLAND AREA**

THIS PERMANENT EASEMENT is made by and between \_\_\_\_\_, of \_\_\_\_\_ County, State of \_\_\_\_\_ (hereafter referred to as the "Landowner"), Grantor(s), and the \_\_\_\_\_ (hereafter referred to as the "\_\_\_\_\_"), Grantee. The Landowner and the \_\_\_\_\_ are jointly referred to as the "Parties." The acquiring agency is the \_\_\_\_\_.

Purpose and Intent. The purpose of this easement is to establish, protect, manage, and maintain the functions of a wetland area, as it serves as mitigation for unavoidable wetland impacts resulting from construction on \_\_\_\_\_ Highway \_\_\_\_\_ Project \_\_\_\_\_ in \_\_\_\_\_ County, Iowa, as required by Section 404 of the Clean Water Act (U.S. Army Corps of Engineers Permit No. CEMVR-\_\_\_\_). It is the intent of the \_\_\_\_\_ to grant the Landowner the opportunity to participate in the establishment and management activities on the easement area.

For the consideration of \_\_\_\_\_ and no/100----(\$\_\_\_\_)----Dollars and other valuable consideration in hand paid by Iowa Department of Transportation, \_\_\_\_\_, of \_\_\_\_\_ County, State of \_\_\_\_\_, do hereby grant to the \_\_\_\_\_ a permanent easement to establish and maintain a wetland area in, to, on, over and across real estate in \_\_\_\_\_ County, Iowa. This easement shall constitute a servitude upon the land so encumbered, shall run with the land in perpetuity and shall bind the Landowner, (the Grantors), their heirs, successors, assigns, lessees, and any other person claiming under them.

I. The easement granted for wetland area is to land described as follows:

A parcel of land located in the \_\_\_\_\_ of Sec. \_\_\_, T\_\_N, R\_\_W of the 5th P.M., \_\_\_\_\_ County, Iowa, as shown on Acquisition Plat, Exhibit "A", attached hereto and by reference made a part hereof, more particularly described as follows:

II. Subject to the rights, title, and interest conveyed by this easement to the State, the Landowner reserves:

- A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. Control of Access. The right to prevent trespass and control access by the general public.
- C. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area and do not adversely impact the wetland area's functions or hydrology.

\_\_\_\_\_ County Project No. \_\_\_\_\_  
\_\_\_\_\_ (Parcel No. \_\_\_\_\_)

III. Obligations of Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

A. Prohibitions. It is expressly understood that the following activities and uses are inconsistent with the easement for wetland purposes and are prohibited on the easement area:

1. physically, chemically, or biologically altering the easement area in a way that the easement area does not meet wetland criteria; this includes, but is not limited to, excavating beyond design limits, draining, digging, plowing, discing, mowing, filling, or otherwise altering topography, vegetation or hydrology;
2. dumping refuse, wastes, sewage, or other debris;
3. planting or harvesting any crop for profit; however, the establishment of wildlife food plots as described in the long-term management plan is acceptable;
4. grazing or allowing livestock on the easement area; and
5. any other activity detracting from the integrity of the site as a wetland area.

B. Responsibilities. The Landowner shall comply with management and maintenance responsibilities as described in the long-term management plan approved by the Landowner and the \_\_\_\_\_. The long-term plan is incorporated herein by this reference and is on file with the \_\_\_\_\_.

C. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.

D. Reporting. The Landowner shall report to the \_\_\_\_\_ any conditions or events which may adversely affect the wetland and other natural values of the easement area.

IV. The \_\_\_\_\_ shall have the right to enter upon the property at any time to inspect for compliance with the prohibitions and responsibilities set forth herein. The \_\_\_\_\_ has the further right at all times to do whatever work it deems necessary to maintain the wetland area.

This easement is given in fulfillment of a certain agreement dated \_\_\_\_, and recorded in the \_\_\_\_ County Recorder's Office on \_\_\_\_, in \_\_\_\_, except those terms that survive the execution of this document.

The consideration shown in this document includes \$dollarsinnumbers additional compensation due to an increase in acreage, based on final survey information.

The additional amount of \$dollarsinnumbers, as agreed to in the aforesaid agreement, is paid as severance damages to the remaining property.

This easement and transfer is exempt from transfer tax. Iowa Code Sec. 428A.2(17).

This land is being acquired for public purposes through eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

Grantors do hereby covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors covenant to warrant and defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead, and distributive share in and to the easement..

\_\_\_\_ County Project No. \_\_\_\_  
\_\_\_\_ (Parcel No. \_\_\_\_)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated \_\_\_\_\_, 20\_\_\_\_\_. **(SIGN IN INK)**

---

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

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

(SEAL)

\_\_\_\_\_ **(Sign in Ink)**  
\_\_\_\_\_ **(Print/Type Name)**

Notary Public in and for said State  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_ County Project No. \_\_\_\_\_  
\_\_\_\_\_ (Parcel No. \_\_\_\_\_)

**IN THE IOWA DISTRICT COURT FOR \_\_\_\_ COUNTY**

IN RE: \_\_\_\_

Upon the Petition of : NO. \_\_\_\_

\_\_\_\_\_  
Petitioner, : RELEASE OF JUDGMENT LIEN  
and Concerning : AS TO SPECIFIC PROPERTY

\_\_\_\_\_  
Respondent. : \_\_\_\_\_

The undersigned, holder of judgment for \_\_\_\_ in the above-entitled matter, or attorney of record for the holder of said judgment in the above-entitled matter, does hereby release the lien of said judgment from the following described real estate:

description

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

\_\_\_\_\_  
Judgment Holder or Attorney of Record for Judgment Holder

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, to me personally known, and who, being by me duly sworn, acknowledged that he/she executed the same as his/her voluntary act and deed (as judgment holder) (as attorney of record for and on behalf of said judgment holder).

(NOTARY SEAL)

\_\_\_\_\_  
**(Type/Print Name)**

Notary Public in and for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**IN THE IOWA DISTRICT COURT IN AND FOR \_\_\_\_\_ COUNTY**

Upon the Petition of : D.M. No. CD \_\_\_\_\_

\_\_\_\_\_ ,

Petitioner,

and Concerning : SATISFACTION OF JUDGMENT AND  
: RELEASE OF JUDGMENT LIEN

\_\_\_\_\_ ,

The undersigned, holder of judgment for \_\_\_\_\_ in the above-entitled matter, in consideration of the sum of \$ \_\_\_\_\_, does hereby acknowledge receipt of all \_\_\_\_\_ payable by Respondent in full satisfaction of the judgment and does hereby release the lien of the judgment.

---

Judgment Holder Or Attorney of Record for Judgment Holder

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, to me personally known, and who, being by me duly sworn, acknowledged that he/she executed the same as his/her voluntary act and deed (as judgment holder) (as attorney of record for and on behalf of said judgment holder).

(NOTARY SEAL)

\_\_\_\_\_  
**(Type/Print Name)**

Notary Public in and for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## **PARTIAL ASSIGNMENT OF LEASE**

The CITY OF \_\_\_\_\_, IOWA, hereby assigns its rights and obligations as Lessor under Lease No. \_\_\_\_\_ between the CITY OF \_\_\_\_\_, IOWA and THE UNITED STATES OF AMERICA for those areas to be acquired by the \_\_\_\_\_ as part of Highway Project No. \_\_\_\_\_, (situated in the \_\_\_\_\_ 1/4 \_\_\_\_\_ 1/4 of Sec. \_\_\_\_\_, T\_\_\_\_N, R\_\_\_\_, W of the Fifth Principal Meridian, \_\_\_\_\_ County, Iowa), as shown in Attachment "A" attached hereto. The \_\_\_\_\_ hereby agrees to accept said assignment and agrees to assume the obligations of the Lessor for that portion of the leased property acquired by the \_\_\_\_\_, effective upon transfer of possession to the \_\_\_\_\_.

CITY OF \_\_\_\_\_, IOWA

By: \_\_\_\_\_  
\_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
\_\_\_\_\_  
City Clerk

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of \_\_\_\_\_, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained on Ordinance No. \_\_\_\_\_ passed (the Resolution adopted) by the City Council, under Roll Call No. \_\_\_\_\_ of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and that \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

(NOTARIAL SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
(Sign in Ink)  
(Print/Type Name)  
Notary Public in and for said State of Iowa  
My Commission Expires: \_\_\_\_\_

IOWA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Right of Way Director

STATE OF IOWA, STORY COUNTY, ss:

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

(NOTARIAL SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
(Sign in Ink)  
(Print/Type Name)  
Notary Public in and for said State of Iowa  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

## **LIEN RELEASE**

Know All Men By These Presents: That the undersigned, the present holders of the note hereinafter described, do hereby acknowledge that a certain note bearing the date of \_\_\_\_\_, made and executed by \_\_\_\_\_ to \_\_\_\_\_, and recorded in the records of the Office of the Recorder of the County of \_\_\_\_\_, State of Iowa, in \_\_\_\_\_, on \_\_\_\_\_, is redeemed, paid off, satisfied and discharged in full.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. **(SIGN IN INK)**

(NOTE HOLDER IN ALL CAPS)

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he/she/that is/are the \_\_\_\_\_ and \_\_\_\_\_, respectively, of said corporation; that (no seal has been procured by the said) (the seal affixed thereto is the seal of said) corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said \_\_\_\_\_ and \_\_\_\_\_, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**(Sign in Ink)**  
**(Print/Type Name)**  
Notary Public in and for said State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

## **RELEASE OF MECHANIC'S LIEN**

The claimant named in the Mechanic's Lien filed \_\_\_\_\_, in Mechanic's Lien Book \_\_\_\_\_ in the Office of Clerk of Court for \_\_\_\_\_ County, Iowa, against real estate described as:

acknowledges receipt in full of the amount claimed in the Mechanic's Lien and releases and discharges such lien.

Dated: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**CLAIMANT:**

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

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

\_\_\_\_\_ (Sign in Ink)

\_\_\_\_\_ (Print/Type Name)

Notary Public in and for said State of Iowa.

My Commission Expires: \_\_\_\_\_.

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

## **EASEMENT PRIORITY AGREEMENT**

Know All Men By These Presents: That the undersigned, the present owner(s) of the mortgage hereinafter described, for valuable consideration, receipt of which is hereby acknowledged, do hereby acknowledge that the following-described real estate, situated in \_\_\_\_\_ County, Iowa, to-wit:

(SEE ATTACHED LEGAL DESCRIPTION)

is hereby subordinated to the interests of \_\_\_\_\_ County, Iowa, / the City of \_\_\_\_\_, Iowa, / the State of Iowa, from the lien of the real estate mortgage, executed by \_\_\_\_\_, dated \_\_\_\_\_, recorded in the \_\_\_\_\_ County Recorder's Office on \_\_\_\_\_, in \_\_\_\_\_, specifically reserving and retaining the mortgage lien and all mortgage rights against all of the remaining property embraced in the mortgage above described.

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated \_\_\_\_\_, 20\_\_\_\_\_. **(SIGN IN INK)**

MORTGAGEHOLDERINCAPS

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Type/Print Name)  
(Title)

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Type/Print Name)  
(Title)

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
before me, the undersigned, a Notary Public in and for said  
State, personally appeared \_\_\_\_\_

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

(SEAL) \_\_\_\_\_ (Sign in Ink)  
\_\_\_\_\_  
(Print/Type Name)  
Notary Public in and for said State  
My Commission Expires: \_\_\_\_\_

**Capacity Claimed By Mortgagee:**

INDIVIDUAL  
 CORPORATE  
 Titles of Corporate Officer(s):  
  
 Corporate Seal is affixed  
 No Corporate Seal procured  
 PARTNERSHIP  
 Limited or  General  
 ATTORNEY-IN-FACT  
 EXECUTOR(s) or TRUSTEE(s)  
 GUARDIAN(s) or CONSERVATOR(s)  
 OTHER: \_\_\_\_\_

**Mortgagee is Representing:**

Names of entity(ies) or person(s)  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

**PARTIAL RELEASE OF REAL ESTATE MORTGAGE  
AND  
EASEMENT PRIORITY AGREEMENT**

The undersigned, the present owner(s) of the mortgage hereinafter described, for valuable consideration, receipt of which is hereby acknowledged, do hereby acknowledge that the following described real estate situated in \_\_\_\_\_ County, Iowa, to-wit:

(INSERT DESCRIPTION)

is hereby released from the interests of the State of Iowa and subordinated to the interests of \_\_\_\_\_ County, Iowa, / State of Iowa from the lien of the real estate mortgage, executed by \_\_\_\_\_, dated \_\_\_\_\_, recorded in the \_\_\_\_\_ County Recorder's Office on \_\_\_\_\_, in \_\_\_\_\_, specifically reserving and retaining the mortgage lien and all mortgage rights against all of the remaining property embraced in the mortgage above described.

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated \_\_\_\_\_, 20\_\_\_\_\_. **(SIGN IN INK)**

MORTGAGEHOLDERINCAPS

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Type/Print Name)  
(Title)

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Type/Print Name)  
(Title)

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
before me, the undersigned, a Notary Public in and for said  
State, personally appeared \_\_\_\_\_

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

(SEAL) \_\_\_\_\_ (Sign in Ink)  
\_\_\_\_\_  
(Print/Type Name)  
Notary Public in and for said State  
My Commission Expires: \_\_\_\_\_

**Capacity Claimed By Mortgagee:**

INDIVIDUAL  
 CORPORATE  
 Titles of Corporate Officer(s):  
  
 Corporate Seal is affixed  
 No Corporate Seal procured  
 PARTNERSHIP  
 Limited or  General  
 ATTORNEY-IN-FACT  
 EXECUTOR(s) or TRUSTEE(s)  
 GUARDIAN(s) or CONSERVATOR(s)  
 OTHER: \_\_\_\_\_

**Mortgagee is Representing:**

Names of entity(ies) or person(s)  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

## **RELEASE OF REAL ESTATE MORTGAGE**

Know All Men By These Presents: That the undersigned, the present owner(s) of the mortgage hereinafter described, do hereby acknowledge that a certain mortgage bearing the date of \_\_\_\_\_, made and executed by \_\_\_\_\_ to \_\_\_\_\_, recorded in the \_\_\_\_\_ County Recorder's Office on \_\_\_\_\_, in \_\_\_\_\_, is redeemed, paid off, satisfied and discharged in full.

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated \_\_\_\_\_, 20\_\_\_\_\_. **(SIGN IN INK)**

MORTGAGEHOLDERINCAPS

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Type/Print Name)  
(Title)

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Type/Print Name)  
(Title)

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
before me, the undersigned, a Notary Public in and for said  
State, personally appeared \_\_\_\_\_

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

(SEAL) \_\_\_\_\_ (Sign in Ink)  
\_\_\_\_\_  
(Print/Type Name)  
Notary Public in and for said State  
My Commission Expires: \_\_\_\_\_

**Capacity Claimed By Mortgagee:**

INDIVIDUAL  
 CORPORATE  
 Titles of Corporate Officer(s):  
  
 Corporate Seal is affixed  
 No Corporate Seal procured  
 PARTNERSHIP  
 Limited or  General  
 ATTORNEY-IN-FACT  
 EXECUTOR(s) or TRUSTEE(s)  
 GUARDIAN(s) or CONSERVATOR(s)  
 OTHER: \_\_\_\_\_

**Mortgagee is Representing:**

Names of entity(ies) or person(s)  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

## **PARTIAL RELEASE OF REAL ESTATE MORTGAGE**

The undersigned, the present owner(s) of the mortgage hereinafter described, for valuable consideration, receipt of which is hereby acknowledged, do hereby acknowledge that the following-described real estate, situated in \_\_\_\_\_ County, Iowa, to-wit:

(SEE ATTACHED LEGAL DESCRIPTION)

is hereby released from the lien of the real estate mortgage, executed by \_\_\_\_\_, dated \_\_\_\_\_, recorded in the \_\_\_\_\_ County Recorder's Office on \_\_\_\_\_, in \_\_\_\_\_, specifically reserving and retaining the mortgage lien and all mortgage rights against all of the remaining property embraced in the mortgage above-described.

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated \_\_\_\_\_, 20\_\_\_\_\_. **(SIGN IN INK)**

MORTGAGEHOLDERINCAPS

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Type/Print Name)  
(Title)

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Type/Print Name)  
(Title)

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
before me, the undersigned, a Notary Public in and for said  
State, personally appeared \_\_\_\_\_

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

(SEAL) \_\_\_\_\_ (Sign in Ink)  
\_\_\_\_\_  
\_\_\_\_\_  
(Print/Type Name)  
Notary Public in and for said State  
My Commission Expires: \_\_\_\_\_

**Capacity Claimed By Mortgagee:**

\_\_\_\_ INDIVIDUAL  
\_\_\_\_ CORPORATE  
\_\_\_\_ Titles of Corporate Officer(s):  
\_\_\_\_ Corporate Seal is affixed  
\_\_\_\_ No Corporate Seal procured  
\_\_\_\_ PARTNERSHIP  
\_\_\_\_ Limited or \_\_\_\_\_ General  
\_\_\_\_ ATTORNEY-IN-FACT  
\_\_\_\_ EXECUTOR(s) or TRUSTEE(s)  
\_\_\_\_ GUARDIAN(s) or CONSERVATOR(s)  
\_\_\_\_ OTHER: \_\_\_\_\_

**Mortgagee is Representing:**

Names of entity(ies) or person(s)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

## QUITCLAIM DEED

For the consideration of dollarsinwords and no/100----(\$dollarsinnumbers)----Dollars and other valuable considerations in hand paid by the \_\_\_\_\_, (**GRANTORSINBOLDEDCAPS**), husband and wife, do / does hereby quitclaim to \_\_\_\_\_ all our right, title, estate, claim and demand in the following described real estate in \_\_\_\_\_ County, Iowa:

THE RIGHTS, TITLE, CLAIM, INTEREST, IF ANY, GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A parcel of land located in \_\_\_\_\_ of the 5th P.M., \_\_\_\_\_ County, Iowa, as shown on Acquisition Plat Exhibit "A" attached hereto and by reference made a part hereof, more particularly described as follows:

(insert description)

OR USE FOLLOWING TO REPLACE ABOVE PARAGRAPH

See real estate description attached hereto and by this reference made a part hereof.  
Acquisition Plat Exhibit "A" is attached to said legal description.

This deed is given in fulfillment of a certain agreement dated \_\_\_\_\_ and recorded in the \_\_\_\_\_ County Recorder's Office on \_\_\_\_\_, in \_\_\_\_\_, except those terms that survive the execution of this document.

The consideration shown in this document includes \$dollarsinnumbers additional compensation due to an increase in acreage, based on final survey information.

The additional amount of \$dollarsinnumbers, as agreed to in the aforesaid agreement, is paid as severance damages to the remaining property and is not subject to real estate transfer tax.

Deeds with a consideration of \$500.00 or less are exempt from transfer tax. Iowa Code Sec. 428A.2(21).

This land is being acquired for public purposes through eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated \_\_\_\_\_, 20\_\_\_\_\_. **(SIGN IN INK)**

---

---

*(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)*

**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
before me, the undersigned, a Notary Public in and for said  
State, personally appeared \_\_\_\_\_

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

(SEAL) \_\_\_\_\_ (Sign in Ink)  
\_\_\_\_\_  
(Print/Type Name)  
Notary Public in and for said State  
My Commission Expires: \_\_\_\_\_

**Capacity Claimed By Signer:**

INDIVIDUAL  
 CORPORATE  
 Titles of Corporate Officer(s):  
  
 Corporate Seal is affixed  
 No Corporate Seal procured  
 PARTNERSHIP  
 Limited or  General  
 ATTORNEY-IN-FACT  
 EXECUTOR(s) or TRUSTEE(s)  
 GUARDIAN(s) or CONSERVATOR(s)  
 OTHER: \_\_\_\_\_

**Signer is Representing:**

Names of entity(ies) or person(s)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

## **RELEASE OF TEMPORARY EASEMENT**

The \_\_\_\_\_, as Grantee, hereby releases and disclaims all its rights, title and interest in and to certain temporary easements or interests for borrow found of record in the \_\_\_\_\_ County Recorder's Office, State of Iowa, in a certain Real Estate Contract made and executed by:

Name of Grantor \_\_\_\_\_ Book & Page Nos. or  
Instrument / Document No. \_\_\_\_\_ Date of Recordation \_\_\_\_\_

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

By: \_\_\_\_\_  
(Type Name and Title)

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did state that he/she is authorized to execute the within instrument on behalf of the \_\_\_\_\_, and that the within instrument is the voluntary act and deed of the \_\_\_\_\_.

(NOTARY SEAL)

\_\_\_\_\_ (Sign in Ink)  
\_\_\_\_\_ (Print/Type Name)  
Notary Public in and for said State of Iowa  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_ County Project No. \_\_\_\_\_  
\_\_\_\_\_ (Parcel \_\_\_\_\_)

## TRUSTEE'S DEED

Trust No. \_\_\_\_\_

Know All Men By These Presents: That **NAMEOFTRUSTEEINBOLDEDCAPS**, Trustee, in consideration of dollarsinwords and no/100----(\$dollarsinnumbers)----Dollars and other valuable consideration in hand paid by the \_\_\_\_\_, do / does hereby sell and convey to \_\_\_\_\_ all right, title and interest held by said Trustee and all right, title and interest acquired by said Trustee by operation of law or otherwise, in the following described real estate situated in \_\_\_\_\_ County, State of Iowa, to-wit:

### THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A parcel of land located in \_\_\_\_\_ of the 5th P.M., \_\_\_\_\_ County, Iowa, as shown on Acquisition Plat Exhibit "A" attached hereto and by reference made a part hereof, more particularly described as follows:

(insert description)

OR USE FOLLOWING TO REPLACE ABOVE PARAGRAPH

See real estate description attached hereto and by this reference made a part hereof.  
Acquisition Plat Exhibit "A" is attached to said legal description.

This deed is given in fulfillment of a certain agreement dated \_\_\_\_\_ and recorded in the \_\_\_\_\_ County Recorder's Office on \_\_\_\_\_, in \_\_\_\_\_, except those terms that survive the execution of this document.

The consideration shown in this document includes \$dollarsinnumbers additional compensation due to an increase in acreage, based on final survey information.

The additional amount of \$dollarsinnumbers, as agreed to in the aforesaid agreement, is paid as severance damages to the remaining property and is not subject to real estate transfer tax.

Deeds with a consideration of \$500.00 or less are exempt from transfer tax. Iowa Code Sec. 428A.2(21).

This land is being acquired for public purposes through eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated \_\_\_\_\_, 20\_\_\_\_\_. **(SIGN IN INK)**

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
before me, the undersigned, a Notary Public in and for said  
State, personally appeared \_\_\_\_\_

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

(SEAL) \_\_\_\_\_ (Sign in Ink)

(Print/Type Name)

Notary Public in and for said State

My Commission Expires: \_\_\_\_\_

**Capacity Claimed By Signer:**

INDIVIDUAL

CORPORATE

Titles of Corporate Officer(s):

Corporate Seal is affixed

No Corporate Seal procured

PARTNERSHIP

Limited or  General

ATTORNEY-IN-FACT

EXECUTOR(s) or TRUSTEE(s)

GUARDIAN(s) or CONSERVATOR(s)

OTHER: \_\_\_\_\_

**Signer is Representing:**

Names of entity(ies) or person(s)

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

## **WARRANTY DEED**

For the consideration of dollarsinwords and no/100----(\$dollarsinnumbers)----Dollars and other valuable consideration in hand paid by the \_\_\_\_\_, **(GRANTORSINBOLDEDCAPS)**, husband and wife, do / does hereby convey to \_\_\_\_\_ real estate in \_\_\_\_\_ County, Iowa:

### THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A parcel of land located in \_\_\_\_\_ of the 5th P.M., \_\_\_\_\_ County, Iowa, as shown on Acquisition Plat Exhibit "A" attached hereto and by reference made a part hereof, more particularly described as follows:

(insert description)

OR USE FOLLOWING TO REPLACE ABOVE PARAGRAPH

See real estate description attached hereto and by this reference made a part hereof.  
Acquisition Plat Exhibit "A" is attached to said legal description.

This deed is given in fulfillment of a certain agreement dated \_\_\_\_\_ and recorded in the \_\_\_\_\_ County Recorder's Office on \_\_\_\_\_, in \_\_\_\_\_, except those terms that survive the execution of this document.

The consideration shown in this document includes \$dollarsinnumbers additional compensation due to an increase in acreage, based on final survey information.

The additional amount of \$dollarsinnumbers, as agreed to in the aforesaid agreement, is paid as severance damages to the remaining property and is not subject to real estate transfer tax.

Deeds with a consideration of \$500.00 or less are exempt from transfer tax. Iowa Code Sec. 428A.2(21).

This land is being acquired for public purposes through eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1

Grantors do hereby covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors covenant to warrant and defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated \_\_\_\_\_, 20\_\_\_\_\_. **(SIGN IN INK)**

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
before me, the undersigned, a Notary Public in and for said  
State, personally appeared \_\_\_\_\_

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

(SEAL) \_\_\_\_\_ (Sign in Ink)  
\_\_\_\_\_  
Notary Public in and for said State  
My Commission Expires: \_\_\_\_\_

**Capacity Claimed By Signer:**

INDIVIDUAL  
 CORPORATE  
 Titles of Corporate Officer(s):  
  
 Corporate Seal is affixed  
 No Corporate Seal procured  
 PARTNERSHIP  
 Limited or  General  
 ATTORNEY-IN-FACT  
 EXECUTOR(s) or TRUSTEE(s)  
 GUARDIAN(s) or CONSERVATOR(s)  
 OTHER: \_\_\_\_\_

**Signer is Representing:**

Names of entity(ies) or person(s)  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

## **WARRANTY DEED (CORPORATE GRANTOR)**

For the consideration of dollarsinwords and no/100----(\$dollarsinnumbers)----Dollars and other valuable consideration in hand paid by the \_\_\_\_\_, **(CORPORATE GRANTOR IN BOLDED CAPS)**, a corporation organized and existing under the laws of the State of \_\_\_\_\_, does hereby convey to \_\_\_\_\_ real estate in \_\_\_\_\_ County, Iowa:

### THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A parcel of land located in \_\_\_\_\_ of the 5th P.M., \_\_\_\_\_ County, Iowa, as shown on Acquisition Plat Exhibit "A" attached hereto and by reference made a part hereof, more particularly described as follows:

(insert description)

OR USE FOLLOWING TO REPLACE ABOVE PARAGRAPH

See real estate description attached hereto and by this reference made a part hereof.  
Acquisition Plat Exhibit "A" is attached to said legal description.

This deed is given in fulfillment of a certain agreement dated \_\_\_\_\_ and recorded in the \_\_\_\_\_ County Recorder's Office on \_\_\_\_\_, in \_\_\_\_\_, except those terms that survive the execution of this document.

The consideration shown in this document includes \$dollarsinnumbers additional compensation due to an increase in acreage, based on final survey information.

The additional amount of \$dollarsinnumbers, as agreed to in the aforesaid agreement, is paid as severance damages to the remaining property and is not subject to real estate transfer tax.

Deeds with a consideration of \$500.00 or less are exempt from transfer tax. Iowa Code Sec. 428A.2(21).

This land is being acquired for public purposes through eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

The corporation hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated \_\_\_\_\_, 20\_\_\_\_\_. **(SIGN IN INK)**

CORPORATEGRANTORINCAPS

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Type/Print Name)  
(Title)

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Type/Print Name)  
(Title)

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
before me, the undersigned, a Notary Public in and for said  
State, personally appeared \_\_\_\_\_

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

(SEAL) \_\_\_\_\_ (Sign in Ink)  
\_\_\_\_\_  
(Print/Type Name)  
Notary Public in and for said State  
My Commission Expires: \_\_\_\_\_

**Capacity Claimed By Signer:**

\_\_\_\_ INDIVIDUAL  
\_\_\_\_ CORPORATE  
\_\_\_\_ Titles of Corporate Officer(s):  
\_\_\_\_ Corporate Seal is affixed  
\_\_\_\_ No Corporate Seal procured  
\_\_\_\_ PARTNERSHIP  
\_\_\_\_ Limited or \_\_\_\_\_ General  
\_\_\_\_ ATTORNEY-IN-FACT  
\_\_\_\_ EXECUTOR(s) or TRUSTEE(s)  
\_\_\_\_ GUARDIAN(s) or CONSERVATOR(s)  
\_\_\_\_ OTHER: \_\_\_\_\_

**Signer is Representing:**

Names of entity(ies) or person(s)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ County Project No. \_\_\_\_\_  
grantor (Parcel No. \_\_\_\_\_)

# LPA Manual

## Index 6

# Condemnation Forms

## **AFFIDAVIT OF FINAL OFFER**

In the Matter of the Condemnation  
of Certain Rights in Land by the  
for the Improvement of  
Primary Road No.

located in County, Iowa

Project No. Group

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

---

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, comes the  
and states, as by law provided, that the most recent offers made to the owner(s),  
lienholders, encumbrancers and other persons interested in the appropriation of certain  
specified rights in certain land as described by the Applicant in the Notice of  
Condemnation filed in the above matter are as follows:

(Names as on Notice)  
\$ \_\_\_\_\_

Tenant(s)  
\$ \_\_\_\_\_

By \_\_\_\_\_

---

Acknowledged, subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public) in and for said County and State  
(Clerk of Court)

---

Filed in my office at , Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Sheriff of County, Iowa

## AFFIDAVIT OF PUBLICATION OF APPLICATION

In the Matter of the Condemnation of Certain  
Rights in Land by the \_\_\_\_\_ for the Improvement of

Road No.

Project Location \_\_\_\_\_  
(fill in project location)

located in \_\_\_\_\_ (fill in county and state)

Project No.

Group " " Parcel

STATE OF IOWA

)

) ss.

COUNTY OF

1

I, , being duly sworn, state that I am the for the in the above-entitled matter.

I further state that service of the Application by certified mail cannot be made, for the reason(s) stated, upon the condemnee(s) named below:

(list names)

I further state that on \_\_\_\_\_, a copy of the Application in this matter was mailed to the above condemnee(s) at the place set opposite their names.

Therefore, the Application was published on \_\_\_\_\_, in the \_\_\_\_\_ newspaper, in accordance with Iowa Code Section 6B.3(2).

---

**Notary Public in and for the State of Iowa**

**When corresponding, refer to:**

\_\_\_\_ County  
Project \_\_\_\_  
Group \_\_\_\_  
Parcel No(s). \_\_\_\_

Under authority of Section 6B.4 of the Code of Iowa, you have been selected by the Chief Judge of the \_\_\_\_ Judicial District as one of the six compensation commissioners to assess damages in condemnation proceedings in connection with the above-referenced highway project.

The compensation commission, of which you are a member, will meet at 9:30 a.m. in the Sheriff's Office in \_\_\_\_ , Iowa, on \_\_\_\_ .

***NOTE: The law provides that no member of a compensation commission selected shall possess any interest in the proceeding which could cause such person to render a biased decision.***

Your ability or inability to serve as a compensation commissioner on the day and hour as listed above should be reported on the enclosed, self-addressed post card and **returned (mailed) immediately.**

If you agree to serve, you will be paid \$200.00 per day. You will also be reimbursed for necessary meals and will be paid for mileage traveled in performing your duties.

If for some reason you are unable to serve **after** your acceptance of the Summons, please immediately call the \_\_\_\_\_ at \_\_\_\_\_, or call the Sheriff.

Sincerely,

## **CONDEMNATION COMMISSIONER'S STATEMENT**

To the Sheriff of \_\_\_\_\_ County:

I certify that my fee and expenses as a member of the Commission in the matter of the condemnation of certain real estate or rights to real estate for Project No.

\_\_\_\_\_ held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, are as follows and that these claims are due, just and unpaid.

_____ day of service at \$200.00/day	\$ _____
_____ miles at _____ cents/mile	\$ _____
_____ meals	\$ _____

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

---

Commissioner

Honorable  
Chief Judge, Judicial District

**RE: County Condemnation Group**

Dear Judge :

Enclosed is an original and a duplicate each of (1) an Application to the Chief Judge of the Judicial District for the Appointment of a Commission to Appraise Damages, (2) Selection and Appointment of a Compensation Commission, and (3) Supplementary Order Appointing Alternate Compensation Commissioners. Please return the originals to this office and retain the duplicates in your office.

We will forward a "Certified True Copy" of the Application and originals of the Selection and Appointment of a Compensation Commission and the Supplementary Order Appointing Alternate Compensation Commissioners to the Sheriff, who will summon the original six appointees. If any of the original six appointees are unable to serve, the Sheriff will contact an alternate compensation commissioner with the same qualification. We will request substitution from you in the event alternate compensation commissioners are unable to serve.

No alternate compensation commissioner will be contacted unless one of the original six appointees is unable to serve.

Should you require any additional information regarding the enclosed Application, please contact this office at \_\_\_\_\_.

Sincerely,

---

**CERTIFICATE AND NOTICE  
OF THE COMMENCEMENT OF  
CONDEMNATION PROCEEDINGS**

In the Matter of the Condemnation  
of Certain Rights in Land by the

for the Improvement of  
located in **County**,  
Project No. Group

The \_\_\_\_\_ hereby certifies that the \_\_\_\_\_ has been unable to secure by purchase from the following owner(s) of tracts, parts or portions thereof or certain rights therein, as shown by the plans on file, necessary for the construction of the above-referenced project:

**Parcel**

**Parcel**

**Parcel**

**Parcel**

The land or lands or property rights so required in the construction of said project are specifically shown by the plats and descriptions attached to the Application to the Chief Judge and Notice.

You are hereby notified that condemnation proceedings will be commenced to acquire the above-described lands and/or property rights.

Signed at \_\_\_\_\_, Iowa, this day of, .

---

**APPLICATION TO THE CHIEF JUDGE  
OF THE JUDICIAL DISTRICT  
FOR THE APPOINTMENT OF A  
COMMISSION TO APPRAISE DAMAGES**

In the Matter of the Condemnation of Certain  
Rights in Land by the  
for the Improvement of  
located in **County, Iowa**  
Project No. Group

TO: , Chief Judge, Judicial District including County, Iowa.

Comes now the and states that the public interest requires that certain rights be acquired in land by Condemnation proceedings. The has not been able to secure rights in lands by purchase and conveyance for the improvement of roads and streets. In accordance with Sec. 6B.2A, 6B.2B and 6B.3, the Code of Iowa, as amended by H.F. 476, the following is set forth:

**Description:** The lands and/or property rights sought to be condemned or affected are described on the attached Notice of Condemnation which is made a part of this Application.

**Plat:** The location of the right of way or other property rights sought to be condemned or affected are shown on the plat(s) attached to and a part of the attached Notice of Condemnation.

**Minimum Land Needs:** The minimum amount of land necessary to achieve the public purpose is as described in and shown on the Notice of Condemnation and attached plat(s).

**Names and Addresses:** The names and addresses of the record owner(s), lienholders, encumbrancers, and other persons affected by this proceeding are listed on the attached Notice of Condemnation.

**Purpose:** The desires the rights specified in the lands sought to be condemned for the improvement and/or maintenance of roads and streets within the State of Iowa.

**Good Faith Negotiations:** The Applicant has made an effort to negotiate in good faith with the owner(s) to acquire the property sought to be condemned. These efforts include:

1. Provided the owner(s) with a copy of the appraisal of the property sought.
2. Discussed the basis of determining value.
3. Reviewed the project design plans.
4. Discussed the contents of the acquisition contract.
5. Addressed owner's questions and concerns.
6. Provided the owner(s) with a written offer of the fair market value.

Based on these efforts, we were unable to reach an agreement.

**Agricultural Land:** A part of the lands sought to be appropriated may be classified as Class I or Class II within an agricultural area and, if so classified, is reasonably necessary for this internal improvement.

**Request:** NOW, THEREFORE, the hereby requests the appointment of a compensation commission of six qualified persons to view the premises and appraise the damages which the owner(s), lienholders, encumbrancers, and other persons affected will sustain by reason of this Condemnation.

Dated at , Iowa, this day of , .

By \_\_\_\_\_

Filed in my office at \_\_\_\_\_, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Chief Judge of the Judicial District  
including County, Iowa.

**SELECTION AND APPOINTMENT  
OF COMPENSATION COMMISSIONERS  
BY THE CHIEF JUDGE OF THE  
JUDICIAL DISTRICT**

In the Matter of the Condemnation  
of Certain Rights in Land by the  
for the Improvement of  
located in **County**,  
Project No. Group

An Application and Notice of Condemnation having been filed with me by the \_\_\_\_\_ for the selection and appointment, by lot, of six suitable persons as the law provides to act as a compensation commission to assess and appraise the damages sustained by reason of the condemnation of certain specified rights in certain land described by Applicant, in the Notice of Condemnation filed in the above-entitled matter, I hereby DESIGNATE, SELECT, AND APPOINT as the members of said compensation commission required in this matter the following persons:

NAME	ADDRESS	QUALIFICATIONS
		<b>Licensed Real Estate Salesperson or Broker</b>
		<b>Licensed Real Estate Salesperson or Broker</b>
		<b>Knowledgeable of Property Values by Virtue of Occupation</b>
		<b>Knowledgeable of Property Values by Virtue of Occupation</b>

I further designate, select, and appoint, the above-named \_\_\_\_\_ to act as **Chairperson** of said commission.

**To the Sheriff of County**, : Attached hereto please find a duplicate of the Application for Condemnation in the above-entitled matter.

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

\_\_\_\_\_  
Chief Judge of the Judicial District  
including County,

Filed in my office at , Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Sheriff of County,

*Please note change in form, which now provides for the appointment of up to 5 alternate Commissioners.*

**SUPPLEMENTARY ORDER APPOINTING ALTERNATE COMPENSATION COMMISSIONERS**

In the Matter of the Condemnation  
of Certain Rights in Land by the  
for the Improvement of  
located in **County**,

Project No. Group

An Application and Notice of Condemnation having been filed with me by the \_\_\_\_\_, entitled as above, for the selection and appointment, by lot, of a duly constituted compensation commission, and said selection and appointment having been made by me, I further, DESIGNATE, SELECT, and APPOINT the following persons to serve as alternate members of said compensation commission, in the event that any of the said members having the same qualifications are unable to serve for any reason.

NAME	ADDRESS	QUALIFICATION
1. 2. 3. 4. 5.		<b>Licensed Real Estate Salesperson or Broker</b>
1. 2. 3. 4. 5.		<b>Knowledgeable of Property Values by Virtue of Occupation</b>
1. 2. 3. 4. 5.		

The Sheriff of County, Iowa, shall, upon being informed of a vacancy in the compensation commission, notify an alternate member appointed having the same qualifications as the person unable to serve in the same manner as the original commissioners were notified.

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

---

Chief Judge of the Judicial District  
including County, Iowa.

Filed in my office at , Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

Sheriff of County, Iowa

## SUMMONS TO COMMISSIONERS

In the Matter of the Condemnation  
of Certain Rights in Land by the

for the Improvement of  
located in **County, Iowa**

Project No. Group

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

The \_\_\_\_\_ has filed with the Chief Judge of the Judicial District including County, Iowa, an Application and Notice of Condemnation for the selection of a Compensation Commission to assess the damages which owners, lienholders, encumbrancers, and other persons interested in the land from which certain rights are sought to be appropriated by these proceedings will sustain by reason of such appropriation of the rights as described in the Application and Notice of Condemnation for the improvement and/or maintenance of roads and streets in County, Iowa, and

Pursuant to Iowa law, you have been selected and appointed by the Chief Judge of the Judicial District for County, Iowa, as a member of such Compensation Commission, and such selection and appointment has been duly filed in my office and that \_\_\_\_\_ has been designated as Chairman of the Commission.

NOW, THEREFORE, you are commanded to be and appear before the undersigned in the office of the Sheriff at, County, State of Iowa, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at 9:30 o'clock a.m. (\_\_\_\_\_) for the purpose of qualifying as such Commission, and proceed to view said premises and make an award of damages as by law provided.

---

Sheriff of County, Iowa

### **ACCEPTANCE OF SERVICE**

(Before accepting appointment to this commission, please note the persons and real estate affected by the condemnation on the attached Notice(s) to determine whether or not you possess any interest which would cause you to render a biased decision.)

Due and legal service of foregoing Summons accepted and receipt of copy acknowledged at \_\_\_\_\_, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. I further certify that I do not possess any interest in the above proceedings which would cause me to render a biased decision therein.

---

Filed in my office at, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

Sheriff of County, Iowa

### **REFUSAL TO SERVE**

I will be unable to serve for the reason that I possess an interest in the proceeding which would cause me to render a biased decision, or for the reason that...

---

**Please sign original summons and return promptly to the Sheriff of County.**

## **OATH OF COMMISSIONERS**

In the Matter of the Condemnation  
of Certain Rights in Land by the  
for the Improvement of  
located in **County, Iowa**

Project No.    Group

STATE OF IOWA }  
County } ss

Each of the undersigned being duly sworn says:

That I do possess the qualifications listed under my name below, and

That I do not possess any interest in the proceeding which would cause me to render a biased decision,

and, that I will, to the best of my ability, faithfully and impartially assess the damages which owner(s), lienholders, encumbrancers and other persons interested in the land from which certain rights are sought to be appropriated by these proceedings will sustain by reason of the appropriation of the rights set forth and described in the Application and Notice of Condemnation in the Office of the Sheriff for the improvement of roads and streets and make a written report to the Sheriff as Authorized and prescribed in Chapters 28E, 306, 306A, 306B, 306C, 313, 6A, and 6B, Code of Iowa, and any amendments thereto, and in accordance with the instructions of the Chief Justice of the Supreme Court, and will truly perform any and all other duties imposed upon me by law as a member of the compensation commission selected and appointed to assess said damages.

Name: **Licensed Real Estate Salesperson  
or Broker**

Name: \_\_\_\_\_  
**Licensed Real Estate Salesperson  
or Broker**

Name: **Knowledgeable of Property Values  
by Virtue of Occupation**

Name: **Knowledgeable of Property Values  
by Virtue of Occupation**

---

Name:

---

Name:

Acknowledged, Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

(Notary Public) in and for said County and State  
(Clerk of Court)

Sheriff of County, Iowa

## REPORT OF COMPENSATION COMMISSION

In the Matter of the Condemnation  
of Certain Rights in Land by the  
for the Improvement of  
located in **County**,

Project No. Group

**TO: , Sheriff of County,**

We, the undersigned, being duly appointed and qualified Commissioners appointed to assess the damages sustained by the owners, lienholders, encumbrancers and other persons interested in the appropriation of certain specified rights as set forth and described in the Notice of Condemnation filed in the above entitled matter respectfully report as follows:

That we proceeded to view the respective premises at the time or times fixed in the notice to persons interested therein and do hereby assess and appraise the damages which the respective persons will sustain by reason of the appropriation as follows:

	<b>Land &amp; Improvements</b>	<b>Consequential Damages</b>	<b>Total Award</b>	<b>Condemnees' Atty. Fees and Costs</b>
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Value of condemnee's dwelling:</b>	\$ _____			

The award was determined by consideration of the following: \_\_\_\_\_

Respectfully reported at \_\_\_\_\_, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

I certify that the above amounts are legally payable to each claimant and that the claim is correct and just and that payment has not been received.

Filed in my office at , , this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Sheriff of County,

**ENDORSEMENT OF SHERIFF OF MAILING OF NOTICE OF  
APPRAISEMENT OF DAMAGES AND TIME FOR APPEAL**

In the Matter of the Condemnation  
of Certain Rights in Land by the  
for the Improvement of  
located in **County, Iowa**  
Project No. Group

---

I, the undersigned, hereby endorse and certify that a true copy of the *Notice of Appraisement of Damages and Time for Appeal* was served upon each of the parties of this proceeding, as listed herein, by enclosing said *Notice* in an envelope addressed to each such party at their respective last known mailing address as disclosed by the record in the *Application to the Chief Judge* (excepting those parties, if any, listed below), with postage prepaid, and by depositing said envelope in a United States Post Office depository in \_\_\_\_\_, Iowa, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

Sheriff of County,

---

That such condemnation is sought for the improvement and/or the maintenance of roads and streets in the State of Iowa in the matter prescribed in Chapters 28E, 306, 306A, 306B, 306C, 313, 6A, and 6B of the Code of Iowa and all amendments thereto.

That a commission for the purpose of appraising and awarding damages which will be caused by said appropriation and condemnation has been selected and appointed.

You are further notified that the Commissioners will report to the Sheriff's Office in , Iowa, at \_\_\_\_\_ o'clock a.m., on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and will view your property at approximately \_\_\_\_\_ o'clock a.m., on the same day. They will then return to the Sheriff's Office and proceed to appraise said damages. You may participate in these proceedings if you care to do so.

By \_\_\_\_\_

---

#### **ACCEPTANCE OF SERVICE**

I accept service of the above notice, I acknowledge receipt of a copy, and I waive time of service and any requirements that such notice be published in a newspaper.

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

---

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

Received the within notice the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and I hereby certify that I have served to each person named below by delivering a true copy of the same to each person at the time and place set opposite their respective names:

NAME	DATE	CITY OR TOWN	COUNTY	STATE

**FEES:**  
**Service**    \$ \_\_\_\_\_  
**Mileage**    \$ \_\_\_\_\_  
**TOTAL**    \$ \_\_\_\_\_

Sheriff of \_\_\_\_\_ County, Iowa

## SHERIFF'S CERTIFICATION AS TO AWARDS AND COSTS

In the Matter of the Condemnation  
of Certain Rights in Land by the  
for the Improvement of  
located in **County, Iowa**

Project No. Group

**THE ORIGINAL CERTIFIED APPLICATION FOR CONDEMNATION IS RECORDED IN  
BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, OR INSTRUMENT/DOCUMENT NUMBER \_\_\_\_\_,  
AND DATED \_\_\_\_\_.**

**TO:**

I certify that the commissioners in the above-entitled cause convened at \_\_\_\_\_, Iowa,  
on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and thereupon proceeded to view the premises, and said  
commissioners did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, file their report in my office, awarding  
damages as follows:

<b>NAMES OF CONDEMNNEES</b>	<b>AWARD</b>	<b>ATTORNEY FEES AND COSTS</b>
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
<b>TOTAL DAMAGES AWARDED</b>	<b>\$ _____</b>	<b>\$ _____</b>

I certify that the costs incident to this proceeding are taxed and Notices were served as listed below:  
(Attach separate list if necessary)

Date	Name of Condemnees	Service Fee	[Mileage x Rate Per Mile] = Amount			Sum

Sub Total \$ \_\_\_\_\_

**Sheriff's Fees**

Summoning and attending Commissioners (Includes service fees)  
(Maximum allowed by Code Section 331.655 is \$60.00)

\$ 60.00

Mileage while summoning and attending Commissioners  
(\_\_\_\_\_ miles x \$ \_\_\_\_\_ per mile)

\$ \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_

\_\_\_\_\_  
Sheriff of County, Iowa

## COMMISSIONERS' COSTS

-2-

\_\_\_\_\_ of  
\_\_\_\_\_, Iowa

\_\_\_\_ day service \$ \_\_\_\_\_  
\_\_\_\_ miles at \_\_\_\_ cents \_\_\_\_\_  
\_\_\_\_ meals \_\_\_\_\_  
**TOTAL** \$ \_\_\_\_\_

\_\_\_\_\_ of  
\_\_\_\_\_, Iowa

\_\_\_\_ day service \$ \_\_\_\_\_  
\_\_\_\_ miles at \_\_\_\_ cents \_\_\_\_\_  
\_\_\_\_ meals \_\_\_\_\_  
**TOTAL** \$ \_\_\_\_\_

\_\_\_\_\_ of  
\_\_\_\_\_, Iowa

\_\_\_\_ day service \$ \_\_\_\_\_  
\_\_\_\_ miles at \_\_\_\_ cents \_\_\_\_\_  
\_\_\_\_ meals \_\_\_\_\_  
**TOTAL** \$ \_\_\_\_\_

\_\_\_\_\_ of  
\_\_\_\_\_, Iowa

\_\_\_\_ day service \$ \_\_\_\_\_  
\_\_\_\_ miles at \_\_\_\_ cents \_\_\_\_\_  
\_\_\_\_ meals \_\_\_\_\_  
**TOTAL** \$ \_\_\_\_\_

\_\_\_\_\_ of  
\_\_\_\_\_, Iowa

\_\_\_\_ day service \$ \_\_\_\_\_  
\_\_\_\_ miles at \_\_\_\_ cents \_\_\_\_\_  
\_\_\_\_ meals \_\_\_\_\_  
**TOTAL** \$ \_\_\_\_\_

\_\_\_\_\_ of  
\_\_\_\_\_, Iowa

\_\_\_\_ day service \$ \_\_\_\_\_  
\_\_\_\_ miles at \_\_\_\_ cents \_\_\_\_\_  
\_\_\_\_ meals \_\_\_\_\_  
**TOTAL** \$ \_\_\_\_\_

**GRAND TOTAL** \$ \_\_\_\_\_

I certify that the foregoing amounts are legally payable to each claimant and that the claim is correct and just and that the payment has been received.

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

\_\_\_\_\_  
Sheriff of County, Iowa

**NOTICE OF APPRAISEMENT OF DAMAGES AND TIME FOR APPEAL**

In the Matter of the Condemnation  
of Certain Rights in Land by the  
for the Improvement of  
located in **County, Iowa**

Project No.    Group

**Parcel No.**

Land & Improvements	Consequential Damages	Condemnees' Total Award	Atty. Fees and Costs
\$ _____	\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____	\$ _____

## NOTE:

### If Owner-Occupied Dwelling is acquired:

Value of Condemnees' Dwelling: \$

Value of Land and Improvements  
other than Condemnees' Dwelling: \$ \_\_\_\_\_

You and each of you are hereby notified that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the duly-appointed and qualified commissioners assessed and appraised the damages sustained by reason of the condemnation as set out above, and that pursuant to the Code of Iowa, you may within (30) days from the date of mailing this Notice, appeal to the District Court as by law provided.

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

Sheriff of County, Iowa

## **AFFIDAVIT OF FINAL OFFER**

In the Matter of the Condemnation  
of Certain Rights in Land by the  
for the Improvement of  
Primary Road No.

located in County, Iowa

Project No. Group

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

---

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, comes the \_\_\_\_\_ and  
states, as by law provided, that the most recent offers made to the owner(s), lienholders, encumbrancers and other  
persons interested in the appropriation of certain specified rights in certain land as described by the Applicant in the  
Notice of Condemnation filed in the above matter are as follows:

(Names as on Notice) \$ \_\_\_\_\_

Tenant(s) \$ \_\_\_\_\_

By \_\_\_\_\_

---

Acknowledged, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public) in and for said County and State  
(Clerk of Court)

---

Filed in my office at , Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

Sheriff of County, Iowa

**ENDORSEMENT OF SHERIFF OF MAILING OF NOTICE OF APPRAISEMENT OF DAMAGES AND TIME FOR APPEAL**

In the Matter of the Condemnation  
of Certain Rights in Land by the  
for the Improvement of  
located in **County, Iowa**  
Project No. Group

I, the undersigned, hereby endorse and certify that a true copy of the *Notice of Appraisement of Damages and Time for Appeal* was served upon each of the parties of this proceeding, as listed herein, by enclosing said *Notice* in an envelope addressed to each such party at their respective last known mailing address as disclosed by the record in the *Application to the Chief Judge* (excepting those parties, if any, listed below), with postage prepaid, and by depositing said envelope in a United States Post Office depository in \_\_\_\_\_, Iowa, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  

---

Sheriff of County,

In the Matter of the Condemnation  
of Certain Rights in Land by the

for the Improvement of

Road No. \_\_\_\_\_  
\_\_\_\_\_ (fill in project location)  
located in \_\_\_\_\_ (fill in county and state)

**ORDER APPOINTING  
SUBSTITUTE COMPENSATION  
COMMISSIONER(S)**

Project No. \_\_\_\_\_ Group "\_\_\_\_\_"

**NOW ON THIS** \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, an Order Appointing Substitute Compensation Commissioner(s) having been presented to me due to the inability of \_\_\_\_\_, the original appointee(s), and \_\_\_\_\_, appointed as alternate(s), all having qualifications as being \_\_\_\_\_ (list type of qualification) to serve as (a) commissioner(s) in the condemnation referenced above, it is ordered that the vacancy(ies) shall be filled by one of the following commissioners:

	<b>NAME</b>	<b>ADDRESS</b>	<b>QUALIFICATIONS</b>
1)	_____	_____	_____
2)	_____	_____	_____
3)	_____	_____	_____

The Sheriff of \_\_\_\_\_ County, Iowa, shall notify the substitute commissioner(s) in the same manner as the original commissioners were notified.

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

\_\_\_\_\_  
Chief Judge of the \_\_\_\_\_ Judicial District  
including \_\_\_\_\_ County, Iowa

Filed in my office at \_\_\_\_\_, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Sheriff of \_\_\_\_\_ County, Iowa

In the Matter of the Condemnation  
of Certain Rights in Land by the  
for the Improvement of

Road No. \_\_\_\_\_  
\_\_\_\_ (fill in project location)  
located in \_\_\_\_\_ (fill in county and state)

Project No.                    Group "                    "

**ORDER CONFIRMING  
APPOINTMENT OF SUBSTITUTE  
COMPENSATION  
COMMISSIONER(S)**

**NOW ON THIS** \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, an Order Confirming Appointment of Substitute Compensation Commissioner(s) having been presented to me due to the inability of \_\_\_\_\_, the original commissioner(s), and \_\_\_\_\_, the alternate commissioner(s), qualified as \_\_\_\_\_ (list type of qualification) to serve as (a) compensation commissioner(s) in the condemnation referenced above, this order confirms that it was ordered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the vacancy(ies) be filled by the following commissioner(s):

**NAME ADDRESS**

## QUALIFICATIONS

_____	_____	_____
_____	_____	_____
_____	_____	_____

The Sheriff of \_\_\_\_\_ County, Iowa, shall notify the substitute commissioner(s) in the same manner as the original commissioners were notified.

Dated at , Iowa, this day of , 20 .

Chief Judge of the \_\_\_\_\_ Judicial District  
including \_\_\_\_\_ County, Iowa

Filed in my office at \_\_\_\_\_, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
*[Handwritten signature]*

Sheriff of \_\_\_\_\_ County, Iowa

**When corresponding, refer to:**

County  
 Project \_\_\_\_\_  
 Group \_\_\_\_\_  
 Parcel No(s). \_\_\_\_\_

I enclose a Notice of Condemnation that I wish to have published in your newspaper on  
\_\_\_\_\_.

Please immediately furnish this office with a tear sheet of the publication.

When publication has been completed, please forward three (3) copies of the Proof of Publication and a statement of your fees to the address below, noting the above-referenced project and parcel numbers.

Thank you; and if you have any questions, contact this office at

Sincerely,

**When corresponding, refer to:**

County  
 Project \_\_\_\_\_  
 Group \_\_\_\_\_  
 Parcel No(s). \_\_\_\_\_

I enclose a Notice of Condemnation that I wish to have published in your newspaper once each week for four (4) consecutive weeks, beginning with your issue of:

(1st Publication)

(2nd Publication)

(3rd Publication)

(4th Publication)

Please immediately furnish this office with a tear sheet of the first issue.

When publication has been completed, please forward three (3) copies of the Proof of Publication and a statement of your fees to the address below, noting the above-referenced project and parcel number(s).

Thank you; and if you have any questions, contact this office at

Sincerely,

**When corresponding, refer to:**

\_\_\_\_ County  
Project \_\_\_\_  
Group \_\_\_\_  
Parcel No(s). \_\_\_\_

I enclose the original Certified Application for Condemnation which has been approved by the Chief Judge. In accord with Sec. 6B.3(3), the \_\_\_\_\_ is to file the original approved Application with the County Recorder in the manner required under Sec. 6B.37.

Please file and index this Application in the record of deeds. After filing an indexing, please file a copy of the Application with the Office of the Secretary of State.

Complete and sign the certification below and promptly return this letter to me in the envelope provided. If you have questions, contact this office at \_\_\_\_\_. Thank you.

Sincerely,

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

I, \_\_\_\_\_, Recorder of \_\_\_\_\_ County, Iowa, do hereby certify that the original certified, approved Application for Condemnation was filed in my office on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, or as Instrument or Document No. \_\_\_\_\_, of the records of said county, as provided by law.

I certify that the fee for recording these papers is in the amount of \$ \_\_\_\_\_ and that said amount is legally payable and that the claim is correct and just and that payment has not been received.

\_\_\_\_\_ (sign in ink)  
\_\_\_\_\_ (print/type name)  
\_\_\_\_\_ County Recorder