APPENDIX B
ACQUISITION WORKING DOCUMENTS
# APPENDIX WORKING DOCUMENTS

## APPENDIX B

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<th>Page</th>
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<td>B-38</td>
</tr>
<tr>
<td>Total Purchase Agreement</td>
<td>B-39</td>
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</table>
ACCESS PURCHASE AGREEMENT
NO CONVEYANCE OF LAND

Parcels Number: 
County: 

Project Number: 
Route Number: 

Seller: 

THIS AGREEMENT entered into this ___ day of _____, 20___, by and between Seller and the Iowa Department of Transportation, acting for the State of Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a conveyance document, on forms furnished by the Buyer: and the Buyer agrees to buy all of the Seller’s rights of direct access to Highway, ______
   excepting and reserving to seller for the right of access at _____,
   all situated in parts of the following real estate, hereinafter referred to as the premises, _____.

2. Buyer agrees to pay and the Seller agrees to convey title and surrender possession of the access rights for the amount of $____ on or before _____.

3. SELLER WARRANTS that there are no tenants on the premises holding under lease except ______.

4. This agreement shall apply to and bind the legal successors in interest of the Seller, and the Seller agrees to warrant good and sufficient title. The names and addresses of the lien holders are ______.

5. The Buyer may include mortgages, lien holders, encumbrances, and taxing authorities as payees on warrants as agreement payment. In addition to the total lump-sum payment, the Buyer agrees to pay $____ for the cost of adding title documents required by this transaction to the Seller’s abstract of title.

6. These premises are being acquired for public purposes. This transfer is exempt from the requirements for the filing of a “Declaration of Value” by Iowa Code section 428A.1.

7. This written agreement constitutes the entire agreement between the 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. It is the intent of this contract not to convey any real estate, but to restrict the right of ingress and egress from the described land.

DISTRIBUTION: TWO COPIES RETURNED TO BUYER (IOWA DOT). ONE COPY RETAINED BY SELLER.
Seller’s signature and claimant’s certification: Upon due approval and execution by the Buyer, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

X ____________________________  X ____________________________
Seller’s Signature  Seller’s Signature
Street Address  Street Address
City, State, Zip Code  City, State, Zip Code

This section to be completed by a Notary Public. Both columns must be completed.

Seller’s Acknowledgement

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 ________________, 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 ________

(CERTIFICATION SEAL)

Buyer’s Approval

Recommended by:  Project Agent  (Date)

Approved by:  Right of Way Director  (Date)
Martin J. Sankey

Buyer’s Acknowledgement

STATE OF IOWA  } COUNTY OF STORY  } ss:

On this _____ day of ________ , A.D. ________, before me, the undersigned, personally appeared ROW Director, Martin J. Sankey, known to me to be a Right of Way Director of the Buyer and who did say that the instrument was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said right of way director acknowledged the execution of the instrument, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.

(CERTIFICATION SEAL)
**ADMINISTRATIVE SETTLEMENT DETERMINATION**

<table>
<thead>
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<tr>
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<th>Name:</th>
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Negotiator:

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<th>$</th>
<th>Proposed Settlement</th>
<th>$</th>
<th>Variance</th>
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**APPRAISALS:**

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<tr>
<th>Appraiser</th>
<th>Date</th>
<th>Before</th>
<th>After</th>
<th>Acquisition</th>
<th>Add'l by Negotiator (Fence, etc)</th>
<th>Offer to Purchase</th>
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**REASONS FOR SETTLEMENT:** (check those applicable)

- The variance is based upon detailed estimates from outside sources (cc’s attached).
- The variance is substantial. Settlement is justified as follows:
  1. The settlement is within the approved range as shown in the Acquisition Manual.
  2. Items of damage not considered in approved appraisal.
  3. Appraisal adjusted for time in accord with instruction from reviewer.
  4. Recent experience in eminent domain actions.
  5. All available appraisals (including landowner’s.)
  6. Difference of opinion as to highest and best use.
  8. Estimate of condemnation cost considered in conjunction with above items.
  9. Other

**DETAILED EXPLANATION OF ALL ITEMS CHECKED:**

Submitted By: 

Approved By: 

Acquisition Agent Date Acquisition Supervisor Date

Donald E. Muessigmann

Project Agent Date Right of Way Director Date

B-5
### Breakdown

**Project No.** ____________________________  **Parcel No.** ____________

*The “breakdown” of the attached Agreement is as follows:*

1. **Land to be acquired by Fee Title:**
   - To the State of Iowa: ____________ acres $ ____________
   - To the City of: ____________ acres $ ____________
   - To the County of: ____________ acres $ ____________

2. **Land to be acquired by Permanent Easement:**
   - To the State of Iowa: ____________ acres $ ____________
   - To the City of: ____________ acres $ ____________
   - To the County of: ____________ acres $ ____________

3. **Total reduction in value resulting from:**
   - temporary easement for borrow and/or haul road. ____________ acres $ ____________

4. **Total reduction in value resulting from a**
   - temporary easement for detour. ____________ acres $ ____________

5. **Building(s) to be acquired:** ________
   - $ ____________

6. **Other improvements to be acquired**
   - including right of way fence: ________
   - $ ____________

7. **Control of Access**
   - $ ____________

8. **Severance damage to remaining property**
   - $ ____________

9. **Administrative Damage**
   - $ ____________

10. **Tenant Release**
    - $ ____________

**Total** $ ____________
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 that is Federally funded.

5. Good Faith Negotiations: The Right of Way Agent has made an effort to negotiate in good faith with the Seller(s) to acquire the property. These efforts include: 1) provided the Seller(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.

FILE CONTAINS:

(Key) yes, no, na

Information for Condemnation Form
(Attach copies of proposed Owner & Tenant contracts)**

Administrative Settlement Form*

Deed or Easement (if applicable)

Owner Contracts w/Breakdown Sheet

Tenant Contracts w/Breakdown Sheet

10-day Waiver (if applicable)

Offer to Donate (if appraised)

W-9 Request for Taxpayer Identification Number and Certification*

Letters

Written Offer (Owner’s) and Revised Offers if necessary

Written Offer (Tenant’s) and Revised Offers if necessary

Relocation Offers

Agent’s Notes, including miscellaneous Owner’s Plans, Appraisals, Drawings, Pictures, Faxes, Emails, etc…

Approved Request for Design Revision

Plot Plan (Current)

Land Surveyor’s Plat(s) & Descriptions (Current)

Appraisal or Appraisal Waiver

Report of Liens or current Recertification (not more than 1 year old)

Excess Land

Salvage Clause for Buildings (Building to be removed by Owner)

Abstract

*signed files only ** condemnation files

DESIGNATE:

Number of Tenants _____

Number of Tenants Signed _____

Certified by

Right of Way Agent (Date)

Approved by

Project Agent (Date)
Acquisition Parcel Checklist

Outside of the folder:
1. Administrative Settlement (if applicable)
2. Deed/ Easement (if applicable)
3. One owner approved agreement
4. Breakdown
5. Second owner approved agreement
6. One tenant agreement (if applicable)
7. Breakdown
8. Second tenant agreement

Inside of the folder:
1. Certification of the negotiator
2. 10 day waiver form (if applicable)
3. W-9 (if $600.00 or more)
4. Letters
5. Offers - revised (if applicable), original, relocation
6. Contact notes – owners then tenants in chronological order first to last, attach all estimates, pictures, owners plans etc. to these notes, include appraiser contacts, emails (chronological order)
7. Design revision
8. Plot Plan – one copy of current
9. Land surveyors plat and description
10. Appraisal Waiver – compensation estimate form, offer to donate, pictures, and current plot plan (in this order if applicable and stapled)
11. Appraisal Review, Appraisal, appraisal miscellaneous forms, in that order. (if applicable)
12. Report of Liens

Behind folder:
1. Abstract (if applicable)

Paperclip everything on the outside of the folder together
Paperclip items 1-6 inside the folder together
Secure the abstract of title to the folder with rubber band
## COMPENSATION ESTIMATE

<table>
<thead>
<tr>
<th>Parcel Number:</th>
<th>County:</th>
<th>Project Number:</th>
<th>Route Number:</th>
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<tbody>
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</table>

**Recorded Owner(s):**

**Owner(s)' Mailing Address:**

**Tenant(s):**

**Tenant(s) Mailing Address:**

**Subject Property Address:**

**This property is described as:**

**Basis for land compensation:**

**Date of compensation estimate:**

<table>
<thead>
<tr>
<th>Land to be acquired by fee title</th>
<th>acre</th>
<th>@</th>
<th>$0.00</th>
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**Permanent easement**

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<th>Permanent easement</th>
<th>acre</th>
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**Other considerations:**

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<th>Total compensation</th>
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Compensation for right of way fence is to be determined by a fixed schedule or in accordance with Iowa Code section 6B.44.

**Certification**

I certify that I am familiar with the property that is the subject of this compensation estimate, that the valuation is based upon data contained in the files of the Iowa Department of Transportation, and 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.

**Agent's Signature**

**Approved by**

_________________________  __________________________
Date                        Date
<table>
<thead>
<tr>
<th>County</th>
<th>Project No.</th>
<th>Parcel No.</th>
<th>Group</th>
<th>Condemnation Hearing Date</th>
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</thead>
</table>

1. Fee Owner
2. Contract Purchaser
3. Lessees
4. Tenant
5. DOT Representative
6. Owner’s Counsel
6A. Lessee/Tenant Counsel
7. Offer made by Contract
8. Offer made by Condemnation *
   *Reason for difference in contract offer
9. Condemnation Award:
   a. Dwelling
   b. Land & Improvements
   c. Damages
   d. Moving Costs
   e. Total Condemnation Award
      Attorney Fees
10. Owner’s Asking
    Lessee’s Asking
    Tenant’s Asking
11. APPRAISALS MADE BY STATE
<table>
<thead>
<tr>
<th>Name</th>
<th>Staff or fee</th>
<th>Before</th>
<th>After</th>
<th>Compensation</th>
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<td>Review</td>
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12. WITNESSES FOR OWNER
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<tr>
<th>Name</th>
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<th>Compensation</th>
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13. FACTORS AFFECTING CONDEMNATION AWARD (Mark those applicable)

- a. Omission of compensable items
- b. Jury increase in fence price
- c. Jury increase in land price
- d. Jury increase in damages to remainder
- e. Divergency of State’s appraisals
- f. Persuasiveness of owners and witnesses
- g. Extremely complex taking
- h. Inadequacy of data supporting remainder damages
- i. More recent sales than used in State’s appraisals
- j. Other factors

______________________________________________________________

COMMENTS ON FACTORS CHECKED AND/OR COMMENTS ABOUT WHAT TRANSPRIED AT THE HEARING

Accept Condemnation Award

Reject Award and Appeal to District Court

Condemnation Agent

Martin J. Sankey

Right of Way Director

Concurrence by Legal Department

Special Assistant
Attorney General
DAMAGE CLAIM

Parcel Number: _____  County: _____

Project Number: _____  Route Number: _____

This damage claim, signed the _____ day of _____, 20____, by _____ (Claimant), is accepted for direct payment and/or future reimbursement by the Iowa Department of Transportation (Department), acting for the State of Iowa.

The request for payment is in accordance with item number _____ of the Acquisition Agreement dated _____, 20_____, a copy of which is attached.

This claim is for damages to the Claimant’s property situated at the following address, and/or, in parts of the following real estate, identified as follows: _____, in _____ County, Iowa.

The damage being claimed is described as _____.

The following evidence supports this claim:

( ) itemized bills dated _____ from _____;
( ) estimates to be paid in the future upon receipt of itemized bills/statements from the Claimant; or
( ) damages reviewed, authorized and approved by the Department, as indicated by the following departmental signature _____, dated _____; or as authorized by the attached memo dated _____ from _____.

Claimant’s certification
I am the Claimant identified above, and I certify that the previously described damage claimed is reasonable, proper and correct, and I have received no part of this claim.

The Department gives notice of the Seller’s five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of the original Acquisition Agreement, as required by Iowa Code section 6B.52.

________________________________________________
Claimant’s Signature                                            Date

________________________________________________
Acquisition Agent’s Signature                              Date
DRAINAGE DISTRICT CONSENT AGREEMENT

Parcel Number: ________________________________ County: ______________________
Project Number: ______________________________ Route Number: ________________

Section/Township/Range: ______________________________

This agreement made and entered into this ______ day of ________, ________, by and between ________ (District) and the Iowa Department of Transportation (Department), acting for the State of Iowa, and in consideration of the mutual covenants and conditions hereinafter expressed, the parties hereto agree as follows:

1. Drainage District Number _____ is a legally-established drainage district under the supervision of the _____, as provided Iowa Code section 468.

2. The District crosses U.S. _____/Iowa ______, located ______, and as shown on the plans for the highway improvement project. The highway is under the jurisdiction and supervision of the Department.

3. The Department currently maintains certain bridges, culverts and structures across the right of way located within the limits of the drainage district to provide for vehicular traffic on the highway and permit free passage of water in the drainage district area.

4. The Department desires to install and/or extend structures within the limits of the district by ______, and as shown on the plans for the highway improvement project.

5. The Department agrees to design and pay for the installation of the bridges, culverts, structures, and other construction in connection with the project, and agrees the design and installation of the improvements will be performed in such a manner to cause a minimum of obstruction and impediment to the flow of water in the open ditches of the district.

6. In the event the District determines it is necessary to clean out or make any repair or improvement to the open ditch channel within the highway right of way of the Department, the Department agrees the clean out, repair or improvement within the limits of the highway right of way will be at the expense of the Department, as provided by law.

7. The Department shall have the use of the District’s right of way as a work space to properly improve and install the facilities referred to in this highway improvement project, and as described herein.

8. In the event there are any tile outlets utilizing any open ditches of the District, located within the area designated herein, that are affected during this project by the construction of the bridges, culverts, structures, etc., the Department agrees to reconnect said tile lines to leave said tile outlets in the same condition as they were before this highway improvement project, all of which tile repair shall be at the expense of the Department.

DISTRIBUTION: RETURN TWO COPIES TO THE BUYER (IOWA DOT) SELLER RETAINS ONE COPY.
District's consent and agreement

Drainage District

Street Address

City, State and Zip Code

By X

Authorized Representative Date

By X

Authorized Representative Date

District’s Acknowledgement

STATE OF IOWA } 
COUNTY OF } ss:

On this _____ day of _____, _____, before me, a Notary Public in and for the State of Iowa, personally appeared ____________, who, being by me duly sworn, did say that they are the ______ of ______; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that said instrument was signed and sealed on behalf of the corporation, by authority of its ______, pursuant to the resolution adopted by the board on the _____ day of ______; ______ and that ______ 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 Public in and for the State of Iowa

(NOTARIAL SEAL)

Department’s Approval

Recommended by ____________, Project Agent __________________________ (Date)

Approved by Office of Right of Way Director, __________________________ (Date)

Buyer’s Acknowledgement

STATE OF IOWA } 
COUNTY OF STORY } ss:

On this _____ day of ____________, ______, before me, the undersigned, personally appeared ROW Director, Martin J. Sankey, known to me to be a Right of Way Director of the Buyer and who did say that the instrument was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said right of way director acknowledged the execution of the instrument, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.

Notary Public in and for the State of Iowa

(NOTARIAL SEAL)
### INFORMATION FOR CONDEMNATION PROCEEDINGS

<table>
<thead>
<tr>
<th>County:</th>
<th>Project Number:</th>
<th>Parcel Number:</th>
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<tr>
<th>Record Owner(s)</th>
<th>Address (include winter address, if applicable)</th>
<th>Type of Ownership (include dower)</th>
<th>Contacted (Yes or No)</th>
<th>Signed (Yes or No)</th>
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<th>Signed (Yes or No)</th>
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Possessory interests claimed by:  

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<tr>
<th>Possessory Interests by:</th>
<th>Address</th>
<th>Type of Interest</th>
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1.  

Is a residence being acquired?  

If “Yes”, is the residence: Owner-occupied Tenant-occupied

Name(s) of occupant(s) of land:  

Name(s) of occupant(s) of residence:

Use of Property: Business Residential Commercial Agricultural Other (explain)

Different from appraisal?  

Includes: Right-of-Way Fence Damages Access Control Temporary Easement

Last Offer: $ Why?  

Asking Amount $  

Based on: Owner’s Appraisal Other (explain)

Reason for Condemnation: Title Design Access Monetary Other (explain)

Other known information, not shown in title documents or file:

Attorney or Agent-of-Record (specify, if Agent-of-Record):  

Name:  

Street, City, State, Zip Code:  

Phone:

Instructions to Acquisition Secretary:

- Hold condemnation letter and contract until __________.
- Mail condemnation letter and contract to: Owner Owner with copy to Attorney Attorney only Attorney with copy to Owner

Recommended by:  

Approved by:

<table>
<thead>
<tr>
<th>, Acquisition Agent</th>
<th>Date</th>
<th>, Acquisition Supervisor</th>
<th>Date</th>
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<th>, Project Agent</th>
<th>Date</th>
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Received by Condemnation Section:  

David Younie, Condemnation Coordinator  

Date:  

B-15
LANDOWNER CONSENT TO PROPERTY EXAMINATION

In consideration of the receipt of the sum of $_____, I, _____, hereby authorize the Iowa Department of Transportation (Iowa DOT) and its consultants the right to enter upon the property located at _____ and examine the property, buildings and improvements located on the property to make a pre-acquisition civil, archaeological, biological, cultural, environmental, and historical site assessment to assist the Iowa DOT to determine the practicability of locating or constructing a highway on the property.

To cause a minimum of inconvenience, this examination will be coordinated, and proceed promptly to completion. The landowner authorizes the following sub-surface examination. The Iowa DOT will inform the landowner of the findings of the subsurface examination:

_____

It is understood and agreed that all artifacts and other cultural materials collected from site _____, on the _____ property, will become the property of the State of Iowa. This will allow the artifacts to be placed in an institution or other establishment with appropriate curatorial facilities within the state of Iowa, in accordance with the Federal Law 36 CFR 79 and the Iowa DOT’s agreement with the State Historical Society of Iowa.

The Iowa DOT assumes no responsibility of the landowner to report the findings of any subsurface examination to any environmental or other authority. The Iowa DOT shall not incur any liability to remedy any contamination noted by the Iowa DOT as a result of this subsurface examination.

If the property is damaged as a result of this examination, the Iowa DOT will restore the property to its original state.

The Iowa DOT will keep the landowner informed of progress and notify the landowner when the examination has been completed.

If you have any questions or concerns about the work being done, please contact Iowa DOT District Engineer at _____.

Witness               Date                  Landowner/Tenant                  Date
_____________________________________________________________________________

_____________________________________________________________________________

_____________________________________________________________________________

B-16
MOBILE HOME TENANT PURCHASE AGREEMENT

Parcel Number: ____________________ County: ____________________
Project Number: ________________ Route Number: ________________
Seller: ________________________________

This agreement, made and entered into this ______________ day of ______________, ______________, by and between the Seller and the Iowa Department of Transportation (Buyer), acting for the State of Iowa.

1. The Buyer agrees to purchase and Seller agrees to convey to the Buyer their leasehold interest in the real estate, hereinafter referred to as the premises, situated in parts of ______________, in ______________ County, Iowa and more particularly described on Page ______________, including the buildings, improvements and other property. It is the intent of this agreement to acquire all improvements located upon the premises sought and described herein, including, but not limited to a mobile home (vehicle identification number ______________), along with all connected heating, cooling, plumbing and electrical systems; and all doors, windows, cabinets, floor coverings and any other fixtures, that if removed would damage the integrity of the structure. The premises also include all estates, rights, title, interests and any leasehold, including all easements, and all advertising devices and the right to erect such devices as are located thereon.

The Seller consents to any change of grade of the highway and accepts payment under this agreement for any and all damages arising from any change. The Seller acknowledges full settlement and payment from the Buyer for all claims per the terms of this agreement, and discharges the Buyer from liability because of this agreement and construction of the public improvement project.

2. The Seller consents to any change of grade of the highway and accepts payment under this agreement for any and all damages arising from any change. The Seller acknowledges full settlement and payment from the Buyer for all claims per the terms of this agreement, and discharges the Buyer from liability because of this agreement and construction of the public improvement project.

The Seller is the tenant on the property of ______________.

Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. The Seller may surrender possession of the premises, building or improvement, or any part thereof, prior to the time that he/she has herein agreed to do so, and agrees to give the Buyer 10 days notice of the Seller's intention to surrender possession by calling the Buyer collect at ______________.

$ ____________________ Payable to ______________ on or before ______________, ______________.
$ ____________________ Payable to the Seller on delivery of a bill of sale
$ ____________________ Ten percent payable to the Seller on surrender of physical possession
$ ____________________ or delivery of a certificate of title, whichever occurs last
$ ____________________ Total Lump-Sum Amount

DISTRIBUTION: TWO COPIES RETURNED TO BUYER (IOWA DOT). ONE COPY RETAINED BY SELLER.
4. This Seller agrees to surrender physical possession of the premises on or before ____. The Buyer may include mortgagees, lienholders, encumbrancers, and taxing authorities as payees on warrants as agreement payment.

5. This agreement shall apply to and bind the legal successors in interest of the Seller, and the 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 Iowa Code section 427.2 and agrees to warrant good and sufficient title. The names and addresses of any lienholders are:

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

7. The 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. The 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, the Seller agrees to accept the lump-sum payment amount, to endorse the proceeds of any such insurance recovery, and the Seller assigns to the Buyer any and all of the Seller's rights under such insurance agreements.

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

   Seller's insurance agent and carrier: _____
   Address: _____
   Policy number: _____

9. The Seller shall protect the premises from damage and prevent injury to people. The 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 avoid injury to all occupants, guests and public at large. The Seller shall indemnify and save the Buyer harmless from all loss, claims and causes of action for all damage to the property and injury to persons arising out of the Seller's continued possession and use of the property.

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

11. The Seller will provide to the Buyer a bill of sale for all fixtures and equipment as described herein.
**Seller’s signature and claimant’s certification:** Upon due approval and execution by the Buyer, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

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<th>Seller’s Signature</th>
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<td>__________________</td>
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<tr>
<td>Street Address</td>
<td>Street Address</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>City, State, Zip Code</td>
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**This section to be completed by a Notary Public. Both columns must be completed.**

**Seller’s Acknowledgement**

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<th>COUNTY OF</th>
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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.

___________________________
(Sign in ink)

___________________________
(Print/type name)

Notary Public in and for the State of 
My commission expires 

(NOTARIAL SEAL)

---

**Capacity Claimed by Signer**

- Individual
- Corporation
- Title(s) of Corporate Officer(s):

- Other:

---

**Signer is representing**

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

---

**Buyer’s Approval**

Recommended by:  
Project Agent  (Date)

Approved by:  
Right of Way Director  (Date)

Martin J. Sankey

**Buyer’s Acknowledgement**

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<th>STATE OF IOWA</th>
<th>COUNTY OF STORY</th>
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On this day of , before me, the undersigned, personally appeared ROW Director, , known to me to be a Right of Way Director of the Buyer and who did say that the instrument was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said right of way director acknowledged the execution of the instrument, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.

(NOTARIAL SEAL)
OFFER TO DONATE

Project Number: _____________________________________________

Parcel Number: _____________________________________________

Agreement to donate right of way real estate
As owners of real estate needed for the above referenced project and parcel, and acknowledging the fact that we are entitled to just compensation based upon the state’s approved appraisal of the subject real estate, nevertheless, desire to donate the right of way. We will execute the necessary conveyance instruments to transfer the right of way. This donation to the Iowa Department of Transportation is made without any coercive action of any nature.

__________________________________________  ____________________________________________
Signatures of Owners                      Date

Agreement to waive the right to an appraisal of the property
As owners of real estate needed for the above referenced project and parcel we are entitled to just compensation, nevertheless, desire to donate the right of way and waive the right to an appraisal. We will execute the necessary conveyance instruments to transfer said right of way. This donation to the Iowa Department of Transportation is made without any coercive action of any nature.

__________________________________________  ____________________________________________
Signatures of Owners                      Dates

This section for internal use only and to be completed by the right of way acquisition agent.

On _____, I offered _____, who are the _____ of the property, an opportunity to donate the proposed right of way by:  
☐ personal contact  
☐ telephone  
☐ letter

The offer was:  
☐ accepted  
☐ declined

__________________________________________  ____________________________________________
 Acquisition agent                      Date

B-20
OFFER TO PURCHASE and NOTICE OF EARLIEST MOVE DATE

OWNER

ADDRESS

Pursuant to federal and state regulations, the Iowa Department of Transportation (Iowa DOT) presents to you the pamphlet *Highways and Your Land* and submits an offer of $____, 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 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 _____, 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 State of Iowa, as agreed, or until the money has been deposited by the State of Iowa, as prescribed by law.

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

By ________________________________

Fence: ________________________________

, Acquisition Agent
OFFER TO PURCHASE – COMPENSATION ESTIMATE

Owner

Address

Pursuant to federal and state regulations, the Iowa Department of Transportation presents to you the pamphlet *Highways and Your Land* and submits an offer of $______, which represents just compensation 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 any sooner than _____, which is at least 90 days from the date of this notice.

By

, Acquisition Agent
PURCHASE AGREEMENT

Parcels Number: ______________________ County: ______________________

Project Number: _____________________ Route Number: ______________________

Seller: ______________________________

THIS AGREEMENT entered into this _____ day of _____________, _____________, by and between Seller and the Iowa Department of Transportation, acting for the State of Iowa, Buyer.

1a. The Seller agrees to sell and furnish to the Buyer a conveyance document, on form(s) furnished by the Buyer, and the Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following _______, in the county of ________, State of Iowa, and more particularly described on page _______, including and the following buildings, improvements and other property:

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

1b. The Seller also agrees to convey to the Buyer all of the Seller's rights of direct access from the premises to Highway ____________, ________, excepting and reserving to the Seller the right of access at the following locations ________.

1c. The Seller also grants to the Buyer a temporary easement as shown on the Right of Way Design Plot Plan attached as page _______, for the purpose of _______, and as shown on the project plans for the highway improvement. The temporary easement(s) shall terminate upon completion of this highway project.

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

   Payment Amount | Agreed Performance | Date of Performance
   $ _______________ | On conveyance of title | ______________________
   $ _______________ | On surrender of possession | ______________________
   $ _______________ | On possession and conveyance | ______________________
   $ _______________ | Total Lump-Sum Amount |_____________________

   Breakdown | Ac./Sq.Ft
   Land by fee title | ____________ acres | Fence _____ rods woven
   Underlying fee title | ____________ acres | Fence _____ rods barbed
   Permanent easement | ____________ acres
   ______________________

DISTRIBUTION: TWO COPIES RETURNED TO BUYER (IOWA DOT). ONE COPY RETAINED BY SELLER.
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. The Seller may surrender possession of the premises, building, improvement, or any part thereof, prior to the time that he/she has agreed to do so, and agrees to give the Buyer 10 days notice of the Seller's intention to surrender possession by calling the Buyer at 1-800-926-4368.

4. The Seller warrants that there are no tenants on the premises holding under lease, except (none).

5. This agreement shall apply to and bind the legal successors in interest of the Seller, and the 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 Iowa Code section 427.2 and agrees to warrant good and sufficient title. Names and addresses of lien holders are (none).

6. The Buyer may include mortgagees, lien holders, encumbrances, and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the total lump-sum payment amount, the Buyer agrees to pay $100.00 for the cost of adding title documents required by this transaction to the Seller's abstract of title. If requested to do so, the Seller will deliver to the Iowa Department of Transportation, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010, an abstract of title to the premises. The Buyer agrees to pay the cost of abstract continuation. The Seller agrees to provide the documents as may be required by Iowa Land Title Standards to convey merchantable title to the Buyer. The Seller also agrees to obtain court approval of this agreement, if requested by the Buyer, in the event title to the premises becomes an asset of any estate, trust, conservator ship or guardianship. The Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, except attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed invoices.

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

8. If the 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, the 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 the Seller.

9. These premises are being acquired for public purposes. This transfer is exempt from the requirements for the filing of a “Declaration of Value” in accordance with Iowa Code section 428A.1.

10. 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. The Seller consents to any change of grade of the highway and accepts payment under this agreement for any and all damages arising from those changes. The Seller acknowledges full settlement and payment from the Buyer for all claims per the terms of this agreement, and discharges the Buyer from liability because of this agreement and the construction of the public improvement project.

11. The Seller states and warrants that, to the best of the Seller’s knowledge, there is no burial site, well, solid waste disposal site, hazardous substance or underground storage tank on the premises, except
Seller's signature and claimant's certification: Upon due approval and execution by the Buyer, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

X ____________________________ X ____________________________
Seller's Signature Seller's Signature
Street Address Street Address
City, State, Zip Code City, State, Zip Code

This section to be completed by a Notary Public. Both columns must be completed.

Seller's Acknowledgement

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.

__________________________________________ (Sign in ink)
__________________________________________ (Print/type name)

Notary Public in and for the State of _____
My commission expires _____

(CERTIFICATION SEAL)

Capacity Claimed by Signer

☐ Individual
☐ Corporation
☐ Title(s) of Corporate Officer(s):

________

☐ Corporate seal is affixed
☐ No corporate seal procured
☐ 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 Approval

Recommended by: Project Agent (Date)

Approved by: Right of Way Director (Date)
Martin J. Sankey

Buyer's Acknowledgement

STATE OF IOWA } COUNTY OF STORY } ss:

On this _____ day of _____, A.D., before me, the undersigned, personally appeared ROW Director, Martin J. Sankey, known to me to be a Right of Way Director of the Buyer and who did say that the instrument was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said right of way director acknowledged the execution of the instrument, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.

(CERTIFICATION SEAL)
RECEIPT FOR ABSTRACT OF TITLE

DATE: ________________  COUNTY: ____________________________

PROJECT NUMBER: ____________________________
PARCEL NUMBER: ____________________________

Received from _____________ an abstract of title for the following described property:

Location of abstract
Title and Closing Section
Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010-6993
Phone: 515-239-1754

_________________________, Office of Right-of-Way Agent
# RECORD OF CONTACT

Contact Number: ________________

<table>
<thead>
<tr>
<th>County: ________________</th>
<th>Project: ________________</th>
<th>Parcel: ________________</th>
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<tr>
<th>Name: __________________________________</th>
<th>Phone Number: ________________</th>
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<tr>
<th>Address: __________________________________</th>
<th>Email: ________________________</th>
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</table>

- Residential [ ]  
- Business [ ]  
- Farm [ ]  
- Non-Profit [ ]  
- Owner [ ]  
- Tenant [ ]  
- Personal Contact [ ]  
- Phone Contact [ ]

Person(s) Present: ________________________________________________________

Date Appraisal mailed: _____________  
Offer: $ _____________  
Asked: $ _____________

Discussion (and Agent recommendations)

Signed: ____________________________  
Date: ____________________________
REQUEST FOR RIGHT-OF-WAY REVISION

Date: 

Project Number: 

Parcel Number: 

County: 

Ownership: 

Revision requested by: 

Reason for revision: 

Approved by: ___________________________ Date: ___________________________
Office of Right of Way, Design Supervisor

Approved by: ___________________________ Date: ___________________________
Office of Right of Way Director

Approved by: ___________________________ Date: ___________________________
Access Policy Administrator

Approved by: ___________________________ Date: ___________________________
District Engineer

Revision made by: ___________________________ Date: ___________________________
Right of Way Design Technician

B-28
RESIDENTIAL TENANT PURCHASE AGREEMENT

Parcel Number

County

Project Number

Route Number

Seller:

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between SELLER and the Iowa Department of Transportation (BUYER), acting for the State of Iowa.

1) For mutual benefit, the BUYER agrees to purchase and SELLER agrees to convey to the BUYER their leasehold interest in the property, hereinafter referred to as the premises, situated at _____, in _____ County, Iowa, including the following buildings: _____ and all land, trees, shrubs, landscaping, and surfacing attached to the premises sought and described herein. The premises also include all estates, rights, title, interests and any leasehold, including all easements.

2) The SELLER is the tenant on the property of _____.

3) The SELLER may surrender possession of the premises, building, or improvement, or any part thereof, prior to the time that he/she has herein agreed, and agrees to give the BUYER 10 days notice of the SELLER’S intention to surrender possession by calling the BUYER at 1-866-282-5809.

4) The SELLER agrees to surrender physical possession of the premises on or before _____.

5) It is understood and agreed that the Seller does not jeopardize any rights to relocation assistance benefits available under Iowa Code section 316 by signing this agreement.

6) The Seller discharges the Buyer from any and all liability as a result of this agreement and construction of the public improvement project.

Seller’s approval and witness to signature(s)

Witness Date Seller(s) Date

_____________________________________________  __________________________________________

_____________________________________________  __________________________________________

_____________________________________________  __________________________________________

_____________________________________________  __________________________________________

Buyer’s approval

________________________________________________

, Relocation Supervisor Date
Pursuant to federal and state regulations, the Iowa Department of Transportation presents to you a revised offer of $_____.

This offer supersedes the previous offer made on _____, but does not affect the 90-day written notice presented with that offer.
TEMPORARY EASEMENT PURCHASE AGREEMENT

Parcel Number: ______________________ County: ______________________

Project Number: ____________________ Route Number: __________________

Seller: __________________________________________________________________________

THIS AGREEMENT entered into this _____ day of __________, _______, by and between Seller and the Iowa Department of Transportation, acting for the State of Iowa, Buyer.

1. Seller grants to the Buyer a temporary easement upon Seller’s real estate, hereinafter referred to as the premises, situated in parts of the following ____, in the county of ____, State of Iowa, and more particularly described on page _____, for the purpose of _____ and shown on the project plans for said highway improvement. 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, and the following buildings, improvement and other property: All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein

Seller consents to any change of grade of the highway and accepts payment under this agreement for any and all damages arising from a change. The Seller acknowledges full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and construction of this public improvement project.

2. Possession of the premises is the essence of this agreement and the Seller grants immediate possession of the premises.

3. The Buyer agrees to pay to the Seller the total lump-sum payment amount of $____ on or before ______. The Buyer may include mortgagees, lien holders, encumbrances, and taxing authorities as payees on agreement payment warrants.

4. The Seller warrants that there are no tenants on the premises holding under lease, except _____.

5. It is agreed that the right of temporary easement granted by this agreement shall terminate upon the completion of the highway project.
6. If this agreement is recorded, in addition to the total lump-sum payment amount, the Buyer agrees to pay $100.00 for the cost of adding title documents required by this transaction to the Seller's abstract of title. The Seller agrees to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. The Buyer agrees to pay court approval and all other costs necessary to transfer the premises to the Buyer, with the exception of attorney fees. Claims for transfer costs shall be paid in amounts supported by paid receipts or signed invoices.

7. Buyer agrees that any agricultural drain tiles located within the premises that are damaged or require relocation by highway construction, shall be repaired or relocated at no expense to the Seller. Where the 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 the Seller. The Buyer shall have the right of entry upon the Seller's remaining property along the right-of-way line, if necessary, for the purpose of connecting the drain tile and constructing and maintaining the fence. The Seller may pasture against the fence at his/her own risk. The Buyer will not be liable for fencing private property or maintaining the same to restrain livestock.

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. 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.

10. Seller states and warrants that, to the best 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, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

X ____________________________  X ____________________________
Seller's Signature                  Seller's Signature
Street Address
City, State, Zip Code

This section to be completed by a Notary Public. Both columns must be completed.

Seller’s Acknowledgement

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

proven 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 ______

(Capacity Claimed by Signer)

☐ Individual
☐ Corporation
☐ Title(s) of Corporate Officer(s):

☐ Corporate seal is affixed
☐ No corporate seal procured
☐ 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 Approval

Recommended by: Project Agent (Date)

Approved by: Right of Way Director (Date)
Martin J. Sankey

Buyer’s Acknowledgement

STATE OF IOWA )
COUNTY OF STORY ) ss:

On this ______ day of ________, _______, before me, the undersigned, personally appeared ROW Director, Martin J. Sankey, known to me to be a Right of Way Director of the Buyer and who did say that the instrument was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said right of way director acknowledged the execution of the instrument, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.

(Notary Public in and for the State of Iowa)
A property owner has the right to wait 10 days from the date an appraisal is mailed by the acquiring agency to the property owner to commence negotiations as stated in Iowa Code section 6B.45.

However: “An acquiring agency may obtain a signed written waiver from the landowner to allow negotiations to commence prior to the expiration of the applicable waiting period for the commencement of negotiations.”

I (We) the undersigned hereby waive the required 10 day waiting period to commence negotiations for the above referenced project.

Date: ____

X _______________________________  X _______________________________

Acquisition Agent: _____
TENANT PURCHASE AGREEMENT

Parcel Number: ____________________________ County: ____________________________

Project Number: ____________________________ Route Number: ____________________________

Seller: ____________________________

THIS AGREEMENT entered into this ______ day of ______, ______, by and between Seller and the Iowa Department of Transportation, acting for the State of Iowa, 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:

_____ in the 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 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 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 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 there from. 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. Buyer agrees to pay to SELLER $ _____ on or before _____ 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
3. 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 the party has agreed to do in item #2 and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer collect.

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.

5. 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.

6. 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.

7. 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, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

X ________________________________  X ________________________________
Seller's Signature                      Seller's Signature
Street Address
City, State, Zip Code

This section to be completed by a Notary Public. Both columns must be completed.

Seller's Acknowledgement
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.

________________________________________________________________________(Sign in ink)
________________________________________________________________________(Print/type name)
Notary Public in and for the State of ________
My commission expires ________

(NOTARIAL SEAL)

Capacity Claimed by Signer
□ Individual
□ Corporation
□ Title(s) of Corporate Officer(s):

□ Corporate seal is affixed
□ No corporate seal procured
□ 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 Approval

Recommended by: Project Agent  (Date)

Approved by: Right of Way Director  (Date)
Martin J. Sankey

Buyer's Acknowledgement
STATE OF IOWA } COUNTY OF STORY } ss:
On this _______ day of __________, ________, before me, the undersigned, personally appeared ROW Director, Martin J. Sankey, known to me to be a Right of Way Director of the Buyer and who did say that the instrument was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said right of way director acknowledged the execution of the instrument, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.

(NOTARIAL SEAL)

Notary Public in and for the State of Iowa
Pursuant to Federal and State regulations, the Iowa Department of Transportation (Iowa DOT) presents to you the pamphlet *Highways and Your Land* and submits an offer of $_____, which represents just compensation for your tenant/lessee interest in the subject property.

You will not be required to move from your dwelling or move your business, farm, non-profit organization or personal property any sooner than _____, which is at least ninety (90) days from 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 State as agreed in the contract, or until the money has been deposited by the State as prescribed by law.

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

_________________________  , Acquisition Agent
TOTAL PURCHASE AGREEMENT

Parcel Number: ___________________________ County: ___________________________

Project Number: ___________________________ Route Number: ___________________________

Seller: ___________________________

THIS AGREEMENT entered into this _____ day of ____________, ______, by and between Seller and the Iowa Department of Transportation, acting for the State of Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a conveyance document, on form(s) furnished by the Buyer.

   The Buyer agrees to buy the real estate, described as ______, including the following buildings, improvements and other property, hereinafter referred to as the premises and situated in parts of ______, in the county of ______, State of Iowa, including the following buildings, improvements and other property: ______.

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

2. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. The Seller may surrender possession of the premises, building, improvement, or any part thereof, prior to the time that he/she has agreed to do so, and agrees to give the Buyer 10 days notice of the Seller's intention to surrender possession by calling the Buyer at 1-800-926-4368.

   The Buyer agrees to pay the lump-sum amount stated below. The Seller agrees to grant the right of possession, convey title and surrender physical possession of the premises on or before the dates listed below.

<table>
<thead>
<tr>
<th>Payment Amount</th>
<th>Agreed Performance</th>
<th>Date of Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ _____________</td>
<td>On conveyance of title</td>
<td>____________________</td>
</tr>
<tr>
<td>$ _____________</td>
<td>On surrender of possession</td>
<td>____________________</td>
</tr>
<tr>
<td>$ _____________</td>
<td>On possession and conveyance</td>
<td>____________________</td>
</tr>
<tr>
<td>$ 0.00</td>
<td>Total Lump-Sum Amount</td>
<td>____________________</td>
</tr>
</tbody>
</table>

   Breakdown
   
   Land by fee title: ___________ ACRE/SQ.Ft.
   
   Underlying fee title: ___________ ACRE/SQ.Ft.

3. The Buyer agrees to pay the lump-sum amount stated below. The Seller agrees to grant the right of possession, convey title and surrender physical possession of the premises on or before the dates listed below.

4. The Seller warrants that there are no tenants on the premises holding under lease, except, DISTRIBUTION: TWO COPIES RETURNED TO BUYER (IOWA DOT). ONE COPY RETAINED BY SELLER.
5. This agreement shall apply to and bind the legal successors in interest of the Seller. The 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 Iowa Code section 427.2, and agrees to warrant good and sufficient title. Names and addresses of lien holders are (none).

6. The Buyer may include mortgagees, lien holders, encumbrances, and taxing authorities as payees on warrants issued in payment of this agreement. The Seller will deliver to the Iowa Department of Transportation, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010, an abstract of title to the premises. The Buyer agrees to pay the cost of abstract continuation. The Seller agrees to provide the documents as may be required by Iowa Land Title Standards to convey merchantable title to the Buyer. The Seller also agrees to obtain court approval of this agreement, if requested by the Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. The Buyer agrees to pay court approval and all other costs necessary to transfer the premises to the Buyer, except attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed invoices.

7. If the 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, the 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 the Seller.

8. These premises are being acquired for public purposes. This transfer is exempt from the requirements for the filing of a “Declaration of Value” in accordance with Iowa Code section 428A.1.

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

10. The Seller states and warrants that, to the best of the Seller’s knowledge, there is no burial site, well, solid waste disposal site, hazardous substance or underground storage tank on the premises, except.
Seller’s signature and claimant's certification: Upon due approval and execution by the Buyer, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

X ________________________________ X ________________________________
Seller's Signature
Seller's Signature

Street Address
City, State, Zip Code

This section to be completed by a Notary Public. Both columns must be completed.

Seller’s Acknowledgement

STATE OF ____________________________
COUNTY OF ____________________________

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.

________________________________________ (Sign in ink)
________________________________________ (Print/type name)

Notary Public in and for the State of ____________
My commission expires ____________

(CERTIFICATED SEAL)

Buyer’s Approval

________________________________________
Recommended by: Project Agent (Date)

Approved by: Right of Way Director, Martin J. Sankey (Date)

Buyer’s Acknowledgement

STATE OF IOWA
COUNTY OF STORY

On this ______ day of ___________, A.D. _______, before me, the undersigned, personally appeared ROW Director, Martin J. Sankey, known to me to be a Right of Way Director of the Buyer and who did say that the instrument was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said right of way director acknowledged the execution of the instrument, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.

Notary Public in and for the State of Iowa

(NOTARIAL SEAL)