

LPA Manual

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Checklists

Checklist for Determining Complex Parcel for Appraisal Purposes

County/City _____ Project No. _____

Name of Preparer _____ Title _____

Date _____

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

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

Local Public Agency Checklist

LPA:

Project:

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

Parcel Specific Valuation Review

Project:

Parcel No:

County:

LPA:

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

Other remarks:

Parcel Specific Acquisition Review

Project:

Parcel No:

County:

LPA:

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

Other comments or concerns:

Parcel Specific Relocation Review

Project:

Parcel No:

County:

LPA:

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

Other remarks:

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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,

ALLOCATION OF JUST COMPENSATION

Project No. _____

Parcel No. _____

1. Land to be acquired by:				\$ <u> </u>	0.00
Fee Title:	<u>0.00</u>	acres/sq.ft.	\$ <u> </u>		
Fee Title:	<u>0.00</u>	acres/sq.ft.	\$ <u> </u>		
Perm. Ease.	<u>0.00</u>	acres/sq.ft.	\$ <u> </u>		
Perm. Ease.	<u>0.00</u>	acres/sq.ft.	\$ <u> </u>		

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

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

4. Control of Access: \$

5. Severance damage to remaining property: \$

Total estimate of just compensation \$

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

CERTIFICATION OF APPRAISER

Parcel No. _____ Project No. _____ County _____

I hereby certify:

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

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

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

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

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

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

Guidance can be found at

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

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

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

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

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

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

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

Date of Signature _____

Signature _____

Project
No. _____

Parcel No. _____

PURPOSE OF THIS APPRAISAL:

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

DEFINITION OF MARKET VALUE:

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

DEFINITION OF HIGHEST AND BEST USE:

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

HAZARDOUS SUBSTANCE CONTAMINATION:

The appraiser observed the following signs of possible contamination: None, As described

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

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

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

DATE OF INSPECTION AND INVITATION:

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

Telephone number of owner or representative contacted: _____

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

ASSUMPTIONS AND LIMITING CONDITIONS

1. The photographs contained in the individual appraisal reports were taken by the appraiser on the date the property was inspected. Any photo taken on a different date or by another person will be appropriately labeled.
2. The title to the property is good and merchantable, free and clear of all liens and, there are no encumbrances other than those mentioned in the appraisal report.
3. The plans, plats, legal descriptions and other data furnished by others are assumed to be correct and reliable but the appraiser assumes no responsibility for their accuracy.
4. The individual appraisals are made in accord with the Code of Iowa and do not reflect any benefit from the proposed improvement or non-compensable items of damage.
5. Any temporary easement area acquired will be retained by the state until completion of project construction and will be returned in the condition indicated by the highway plans.
6. The existing drainage will not be adversely affected by highway construction unless otherwise specified in the data furnished and the tile lines on the remaining property will function properly after highway construction is completed.
7. The property is appraised as though under responsible ownership and typical management.
8. The property owner will be paid separately for the cost of fencing the new right of way line, if such fencing is needed, in those cases where the state does not erect a right of way fence. The property owner has a right to pasture livestock adjacent to any state erected fence but must assume all responsibility for restraint of such livestock. Any effect on fencing other than right of way fence or temporary fence will be considered in the individual appraisal reports.
9. The property owner or lessee will be paid separately for loss, if any, of growing crops or completed field work.
10. The Agency may use any or all of the contents of the appraisal reports only for its normal business functions.

EMINENT DOMAIN VALUE FINDING REPORT
Fee and Permanent Easement Acquisition

Parcel No. _____ Project No. _____ County _____
Record Owner _____
Owner's Mailing Address _____
Address of Property being Appraised (same) _____

This property is described as:

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

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

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

The estimate of just compensation* is: \$ _____

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

Date of Valuation _____

Signed _____

Appraiser

EMINENT DOMAIN VALUE FINDING REPORT
Fee Acquisition

Parcel No. _____ Project No. _____ County _____
Record Owner _____
Owner's Mailing Address _____
Address of Property being Appraised (same) _____

This property is described as:

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

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

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

The estimate of just compensation* is: \$ _____

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

Date of Valuation _____

Signed _____

Appraiser

EMINENT DOMAIN VALUE FINDING REPORT
Permanent Easement Acquisition

Parcel No. _____ Project No. _____ County _____
Record Owner _____
Owner's Mailing Address _____
Address of Property being Appraised (same) _____

This property is described as:

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

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

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

The estimate of just compensation* is: \$ _____

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

Date of Valuation _____
Signed _____
Appraiser

EMINENT DOMAIN VALUE FINDING REPORT
Temporary Easement Only

Parcel No. _____ Project No. _____ County _____

Record Owner _____

Owner's Mailing Address _____

Address of Property being Appraised (same) _____

This property is described as:

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

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

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

The estimate of just compensation* is: \$ _____

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

Date of Valuation _____

Signed _____
Appraiser

EMINENT DOMAIN DETAILED APPRAISAL REPORT
Fee and Permanent Easement Acquisition

Parcel No. _____ Project No. _____ County _____
Record Owner _____
Owner's Mailing Address _____
Address of Property being Appraised (same) _____

This property is described as:

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

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

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

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

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

Date of Valuation _____

Signed _____

Appraiser

EMINENT DOMAIN DETAILED APPRAISAL REPORT
Fee Acquisition

Parcel No. _____ Project No. _____ County _____
Record Owner _____
Owner's Mailing Address _____
Address of Property being Appraised (same) _____

This property is described as:

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

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

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

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

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

Date of Valuation _____

Signed _____

Appraiser

EMINENT DOMAIN DETAILED APPRAISAL REPORT
Permanent Easement Acquisition

Parcel No. _____ Project No. _____ County _____
Record Owner _____
Owner's Mailing Address _____
Address of Property being Appraised (same) _____

This property is described as:

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

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

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

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

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

Date of Valuation _____

Signed _____

Appraiser

RESIDENTIAL APPRAISAL REPORT

Parcel No. _____ Project No. _____ County _____
Ownership _____
Address of Property being Appraised _____

This property is described as:

Present zoning is _____ Present use is RESIDENCE
Appraised on the basis of highest and best use for RESIDENCE

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

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

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

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

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

CERTIFICATION OF APPRAISER

I hereby certify:

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

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

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

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

- This eminent domain appraisal has been completed under the following appraisal requirements
- The Iowa Constitution, Article 1, Section 18
 - Code of Iowa, Chapters 6A, 6B, 316 and other eminent domain statutes
 - Iowa Supreme Court interpretations of Iowa Constitution and eminent domain statutes
 - Regulations 761, IAC 111
 - Federal Uniform Act and Regulations, 49CFR, part 24

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

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

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

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

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

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

Date of Signature _____

Signature _____

Appraiser

APPRAISAL OF SIGN OR BILLBOARD

Parcel No. _____ Project No. _____ County _____

Land Owner _____

Sign Owner _____

Address _____

City _____ State _____ Zip Code _____

Permit No. _____

Location _____

Photographs

Identification _____

VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

Sign value before acquisition is: \$ 0.00

Sign value after acquisition is: \$ 0.00

Estimate of just compensation is: \$ 0.00

CERTIFICATION

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

Date of Valuation _____

Signed _____

Appraiser

CERTIFICATION OF REVIEW APPRAISER

Project No. _____

Parcel No. _____

I certify the following:

- I am a government staff review appraiser with the authority to determine the amount to be offered as "Just Compensation".
- I am a contract review appraiser with the duty of recommending "Just Compensation" to a governmental administrative authority.

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

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

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

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

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

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

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

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

Guidance can be found at

- 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

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Acquisition Forms

Statement of Property Owner's Rights

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

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

(DATE)

When corresponding, refer to:

(Project No.)

(Parcel No.)

(OWNER)
(ADDRESS)

Dear :

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

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

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

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

Sincerely,

(NAME)

(TITLE)

Project: _____

Parcel: _____

Owner: _____

Local Public Agency Letterhead

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

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

Signature of Owner Date

Signature of Owner Date

Project: _____

Parcel: _____

Owner: _____

Local Public Agency Letterhead

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

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

Signature of Owner Date

Signature of Owner Date

County: _____
Project Number: _____
Parcel Number: _____

DISCLOSURE OF REPRESENTATION

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

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

_____ by:
(Individual/Corp)

X _____ (Date)

Compensation Estimate

Parcel No. _____ Project No. _____ County _____

Record Owner(s): _____

Owner's Mailing Address: _____

Tenant(s): _____

Tenant(s) mailing address: _____

Subject Property address: _____

This property is described as: _____

Basis for land value estimate: _____

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

Permanent Easement _____ acres @ \$ _____ = \$ _____

Other considerations: _____ = \$ _____

Total Estimate = \$ _____

Certification:

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

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

Approved by:

DATE OF ESTIMATE

Signed _____
Estimating Agent

DATE _____

LOG OF APPROVED COMPENSATION ESTIMATES

Parcel No.	County	Project	Estimator	Value	Date Approved	Comments

Approved by: _____

—

DATE

COUNTY
PROJECT
PARCEL

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

OWNER

ADDRESS

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

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

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

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

By _____

Agent

DATE

**COUNTY
PROJECT
PARCEL**

**OFFER TO PURCHASE
COMPENSATION ESTIMATE**

OWNER

ADDRESS

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

By _____

Agent

DATE

**COUNTY
PROJECT
PARCEL**

**OFFER TO PURCHASE
COMPENSATION ESTIMATE**

OWNER

ADDRESS

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

By _____

Agent

DATE

**COUNTY
PROJECT
PARCEL**

**REVISED
OFFER TO PURCHASE**

OWNER

ADDRESS

Pursuant to Federal and State regulations, [\(name of acquiring agency\)](#)
presents to you a revised offer of \$ [\(amount of new offer\)](#) This offer supersedes the previous
offer made on [\(date of previous offer\)](#) but does not affect the 90-day written notice presented
with that offer.

By _____ (Date)

DATE

**COUNTY
PROJECT
PARCEL**

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

TENANT/LESSEE

ADDRESS

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

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

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

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

By _____

Agent

CONTACT NO.

**ACQUISITION
RECORD OF CONTACTS**

County_____ Project_____ Parcel_____ Name
Phone No._____ Address_____ Zip Code_____
Residential__ Business__ Farm__ Non-Profit_____
Owner__ Tenant__ Personal Contact__ Telephone____Persons Present:

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

Signed_____ Date_____

**CERTIFICATION OF NEGOTIATOR
AND PARCEL CHECKSHEET**

COUNTY _____ PROJECT _____ PARCEL NO. _____
OWNER _____ ADDRESS _____

I certify the following information to be correct.

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

FILE CONTAINS THESE
ITEMS, IN THIS ORDER:

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

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

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

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

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

- ___ Number of Tenants
- ___ Number of Tenants Signed

DESIGNATE:

Certified by _____
Agent (Date)

Approved by _____
Agent (Date)

PURCHASE AGREEMENT

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

SELLER: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

(NOTARIAL SEAL)

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE

Title(s) of Corporate Officer(s):

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

SIGNER IS REPRESENTING:

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

BUYER'S ACKNOWLEDGMENT

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

Notary Public in and for the State of Iowa

BUYER'S APPROVAL

Recommended by: _____ (Date)

Approved by: _____ (Date)

TENANT PURCHASE AGREEMENT

PARCEL NO. _____ **COUNTY** _____

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

SELLER: _____

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

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

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

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

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

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

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

Seller is tenant on the property of: _____

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

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

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

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

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

X _____

X _____

(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

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

to me personally known

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

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

(NOTARIAL SEAL)

CAPACITY CLAIMED BY SIGNER:

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

SIGNER IS REPRESENTING:

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

BUYER'S ACKNOWLEDGMENT

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

Notary Public in and for the State of Iowa

BUYER'S APPROVAL

Recommended by: _____ (Date)

Approved by: _____ (Date)

RIGHT OF WAY ACQUISITION
AGREEMENT CLAUSES

ABBREVIATIONS:

Abbreviations: OR means office relocation

SR means side road

± means plus or minus

±PL means plus or minus property line

±ExR/W means plus or minus existing right of way

±PROP R/W means plus or minus proposed right of way

CS means curve to spiral

ST means spiral to tangent

SC means spiral to curve

TC means tangent to curve

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

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

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

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

ACCESS AMENDED.

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

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

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

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

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

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

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

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

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

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

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

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

ACCESS CONTROL ONLY AGREEMENTS. No Conveyance real estate

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

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

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

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

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

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

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE

Title(s) of Corporate Officer(s):

- Corporate Seal is affixed
- No Corporate Seal procured

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

SIGNER IS REPRESENTING:

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

(NOTARY SEAL)

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

SURFACE BORROW (TopSoil Will Not Be Replaced)

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

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

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

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

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

SURFACE BORROW (TopSoil Will Be Replaced)

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

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

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

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

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

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

POND BORROW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMPENSATION -- See MONEY DIVISION.

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

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

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

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

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

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

WHEN THE PROPOSED PROJECT LETTING IS SCHEDULED AFTER OCTOBER 1ST 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 1st of the calendar year the land is acquired:

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

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

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

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

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

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

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

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

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

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

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

CONTAMINATION -- If Seller hauls and disposes of contamination.

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

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

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

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

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

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

CONTAMINATION -- Elimination of Monitoring Well.

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

DEBRIS Disposal

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

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

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

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

D-2 Clause (CL-D-2)

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

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

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

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

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

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

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

DOLLAR AMOUNT -- See MONEY DIVISION.

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

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

DRIVEWAY – Payment for extended driveway.

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

ENTRANCES -- See ACCESS.

EROSION CONTROL -- See BORROW.

EXCESS LAND – RELINQUISH RIGHTS

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

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

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

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

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

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

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

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

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

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

FLOWAGE EASEMENT.

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

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

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

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

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

IMMEDIATE POSSESSION – Immediate possession required.

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

IMPROVEMENTS -- See BUILDINGS/IMPROVEMENTS.

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

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

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

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

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

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

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

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

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

INTENT– Intent to acquire clause.

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

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

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

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

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

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

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

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

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

MUNICIPAL ACKNOWLEDGEMENT – Acknowledgement for Municipal Corporations.

STATE OF IOWA, COUNTY OF _____, ss:

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

(NOTARY SEAL)

Notary Public in and for the State of _____

(Sign in Ink)

(Print/Type Name)

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

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

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

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

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

PROCEEDS -- See MONEY DIVISION.

RELOCATION ASSISTANCE ASSURANCE.

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

SALVAGE -- See BUILDINGS.

SEEDING -- See BORROW.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TEMPORARY EASEMENT CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

WATER -- IMPOUNDING OF WATER.

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

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

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

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

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

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

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: _____ Date _____
Relocation Assistance Agent

COMPARABLE INSPECTION SHEET

PHOTOGRAPH OF RESIDENCE	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; padding: 2px;">LISTING INFORMATION</th> </tr> <tr> <td style="padding: 2px;">Firm: _____</td> </tr> <tr> <td style="padding: 2px;">Agent: _____</td> </tr> <tr> <td style="padding: 2px;">Type of Listing: _____</td> </tr> <tr> <td style="padding: 2px;">Reference No.: _____</td> </tr> <tr> <td style="padding: 2px;">Tel. No.: _____</td> </tr> <tr> <td style="padding: 2px;">Listing Price: _____</td> </tr> <tr> <td style="padding: 2px;">Comp Address: _____</td> </tr> <tr> <td style="padding: 2px;">Location: _____</td> </tr> <tr> <td style="text-align: right; padding: 2px;">Urban</td> </tr> <tr> <td style="padding: 2px;">_____</td> </tr> </table>	LISTING INFORMATION	Firm: _____	Agent: _____	Type of Listing: _____	Reference No.: _____	Tel. No.: _____	Listing Price: _____	Comp Address: _____	Location: _____	Urban	_____
LISTING INFORMATION												
Firm: _____												
Agent: _____												
Type of Listing: _____												
Reference No.: _____												
Tel. No.: _____												
Listing Price: _____												
Comp Address: _____												
Location: _____												
Urban												

USE: <input type="checkbox"/> Single Family <input type="checkbox"/> Multi-Family <input type="checkbox"/> Res/Commercial	SCHOOLS: Elementary _____ Middle _____ High School _____	OFF-SITE: Lot Size: _____ <input type="checkbox"/> Paved Street <input type="checkbox"/> Gravel Street <input type="checkbox"/> Curb & Gutter
---	--	---

EXTERIOR

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

Siding Type: _____ Condition: _____ Foundation: _____ Condition: _____

Windows: _____ Condition: _____ Roof: _____ Condition: _____

Other: _____ State of Repair: Good Fair

INTERIOR

Gross Area: _____ S.F. Meets Habitable Area Standard: <input type="checkbox"/> Yes <input type="checkbox"/> No Number of Rooms: _____ Safe, Unobstructed Egress: <input type="checkbox"/> Yes <input type="checkbox"/> No Bathroom: _____ Condition: _____ Other: _____ Type of Heating System: _____ Adequate? <input type="checkbox"/> Yes <input type="checkbox"/> No A/C <input type="checkbox"/> Central <input type="checkbox"/> Window/Wall Adequate Supply of Potable Water? <input type="checkbox"/> Yes <input type="checkbox"/> No Provision for Artificial Lighting Each Room: <input type="checkbox"/> Yes <input type="checkbox"/> No Basement: <input type="checkbox"/> Full <input type="checkbox"/> Partial <input type="checkbox"/> Finished If Rental, Furnished? <input type="checkbox"/> Yes <input type="checkbox"/> No	Habitable Area: _____ S.F. Including _____ Bedrooms Roof: _____ Condition: _____ State of Repair: <input type="checkbox"/> Good <input type="checkbox"/> 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 bonafide mortgage(s) that was valid lien on the displacement dwelling for at least 180 days prior to the initiation of negotiations; and, 2) a mortgage being placed on their replacement dwelling.

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

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

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

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

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

Relocation Agent

Approving Authority

Date Submitted to Displace

Date Prepared

Estimated MIDP

Actual MIDP

ESTIMATED COST OF NEW REPLACEMENT HOUSING

County _____
 Project No. _____
 Parcel No. _____

Estimated Lot Costs:	
Remarks:	

Estimated Cost of New Construction

Dwelling:	Total sq. ft.		x cost/sq. ft.		
Garage: One car - Two car					
Concrete Work:	Total sq. ft.		x cost/sq. ft.	=	
Other (<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 64th 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 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 personalty to be moved _____

Replacement location for personalty _____

Proposed move date _____

Items to be moved (attach additional sheet if necessary) _____

Estimated costs:

Lump sum Agent's estimate: _____

If \$1,502 or more:

EQUIPMENT

_____, ____ hrs/day @ ____/hr, day = _____

_____, ____ hrs/day @ ____/hr, day = _____

LABOR

____ persons @ ____/hr x ____ hrs = _____

____ persons @ ____/hr x ____ hrs = _____

I concur with the above inventory and estimated cost.

Relocate

Date

Submitted by:

Right of Way Agent

Date

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

Date Negotiations Initiated _____ County _____
Owner _____ Project No. _____
Address _____ Parcel No. _____

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

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

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

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

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

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

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

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

NINETY DAY NOTICE

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

_____ By _____
Right of Way Agent Date Approving Authority Date

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

Date Negotiations Initiated _____ County _____
Tenant _____ Project No. _____
Address _____ Parcel No. _____

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

A. Rental Assistance:

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

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

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

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

B. Down Payment Assistance:

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

C. Residential Moving Payment:

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

Or

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

NINETY DAY NOTICE

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

By _____
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

Block D -- Rent Supplemental Housing Payment:	
1. Most Nearly Comparable Housing Rental (Block B): _____ Per Month x 42 Months = _____ <i>Less</i>	
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.

Block B - Rental Supplement Payment:	
<p>1. The Most Nearly Comparable Housing Rental (Block A-No. _____) _____ Per Month x 42 Months = _____ <i>Less:</i></p> <p>2. Previous Rent Paid (a., b., or c. whichever is applicable)</p> <p style="padding-left: 20px;">a. Economic Rent of Occupied Rental plus utilities _____ Per Month x 42 Months = _____</p> <p style="padding-left: 20px;">b. Average Monthly Rent Paid During the Last 3 Months _____ Per Month x 42 Months = _____</p> <p style="padding-left: 20px;">c. Thirty Percent (30%) of Average Gross Monthly Income _____ Per Month x 42 Months = _____</p> <p>3. Total Rent Supplement Payment _____</p>	

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 <i>(Check Applicable Items)</i>	<input type="checkbox"/> Replacement Housing Payment <input type="checkbox"/> Transfer Costs In Purchase of Replacement Dwelling <input type="checkbox"/> Residential Moving Payment <input type="checkbox"/> Increased Interest Payment <input type="checkbox"/> 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 (<i>Excluding bathrooms, hallways and closets</i>): <u>1</u>	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 <input type="checkbox"/> Personal Property <input type="checkbox"/> Commercial Moving Expenses (<i>supported by receipted bills</i>) <input type="checkbox"/> Self-moves (<i>supported by receipted bills or other evidence of expenses</i>) TOTAL OF ACTUAL MOVING EXPENSES.....	\$ _____
---	----------

5. REPLACEMENT HOUSING REIMBURSEMENT CLAIMED Type of Payment Claimed (<i>Check a, b, c, or d</i>) <input type="checkbox"/> a. Former owner-occupant, Purchasing Replacement or retaining present housing <input type="checkbox"/> b. Former owner-occupant, Renting Replacement Housing <input type="checkbox"/> c. Former Tenant or Roomer, Purchasing Replacement Housing <input type="checkbox"/> d. Former Tenant or Roomer, Renting Replacement Housing Payment <div style="text-align: center;"> <input type="checkbox"/> #1 <input type="checkbox"/> #2 <input type="checkbox"/> #3 <input type="checkbox"/> #4 <input type="checkbox"/> Full </div> 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: (<i>if other than claimant</i>) <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">NAME</th> <th style="text-align: left; border-bottom: 1px solid black;">ADDRESS</th> <th style="text-align: left; border-bottom: 1px solid black;">AMOUNT</th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;">\$ _____</td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;">\$ _____</td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;">\$ _____</td> </tr> </tbody> </table> Assignment(s) or other letters directing these payments shall be on file with: Iowa Department of Transportation, Relocation Assistance Section, Ames, Iowa 50010	NAME	ADDRESS	AMOUNT			\$ _____			\$ _____			\$ _____	_____ _____ _____
NAME	ADDRESS	AMOUNT											
		\$ _____											
		\$ _____											
		\$ _____											

9. The amount of payment(s) claimed herein are Subject to Audit for Compliance with State and Federal Regulations. TOTAL AMOUNT OF THIS CLAIM	\$ _____
--	----------

RELOCATION SECTION APPROVALS Name _____ Relocation Agent _____ Date _____ Name _____ Relocation Payment Auditor _____ Date _____	CLAIMANT'S CERTIFICATION I certify that the above claim is correct, just and unpaid. Signed (Must be signed in ink) _____ Date _____
--	--

Distribution: Payment Copy; Warrant Copy; Permanent File Copy

**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 _____	2. Date Moved _____ <u>New Address</u> Street _____ City _____ State <u>IA</u> Zip _____
---	---

3. MOVING EXPENSES *(INCLUDING STORAGE)*

<input type="checkbox"/> Personal Property	\$ _____
<input type="checkbox"/> Commerical Moves <i>(Supported by receipted bills)</i>	\$ _____
<input type="checkbox"/> Self-Moves <i>(Supported by receipted bills or other acceptable evidence of expense)</i>	\$ _____
..... \$ _____	\$ _____
..... \$ _____	\$ _____
TOTAL OF ACTUAL MOVING EXPENSES	\$ <u>0.00</u>

4. REESTABLISHMENT EXPENSES

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

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

A. Receipted Bills	\$ _____
B. Time Spent in Search _____ hours X \$ _____ per hour	\$ _____
TOTAL EXPENSES IN SEARCHING FOR NEW LOCATION	\$ _____

6. MOVING COSTS BASED ON AVERAGE EARNINGS

A. This payment is in lieu of Item (3), (4) and (5) of this claim.

B. The payment shall be based upon a determination by the State that the Claimant is eligible to elect receipt of this payment.

C. Supported by proof of average annual net earnings for the two previous years.
(Based on Net Business or Farm income tax figures for those years)

TOTAL IN LIEU OF ACTUAL MOVING EXPENSES

	\$ _____
--	----------

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

NAME ADDRESS	AMOUNT
_____	\$ _____
_____	\$ _____
_____	\$ _____

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

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

TOTAL AMOUNT OF THIS CLAIM

	\$ _____
--	----------

<p>RELOCATION SECTION APPROVALS</p> <p>Name _____ Relocation Agent Date _____</p> <p>Name _____ Relocation Payment Auditor Date _____</p>	<p>CLAIMANT'S CERTIFICATION</p> <p>I certify that the above claim is correct, just and unpaid.</p> <p>Signed (Must be signed in ink) _____</p> <p>Date _____</p>
--	---

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 _____

90-Day Notice Date _____

Date of Contract Approval _____

Possession Date _____

30-Day Notice Sent _____

Expiration for Claims _____

Receipt for Brochure _____

Initiation of Negotiations _____

Condemnation Date _____

Moved From Subject _____

Replacement DSS Inspection _____

RESIDENTIAL:

- Form 637-012 "Residential-Subject Inspection Sheet"
- Form 637-015 "Residential-Comparable Inspection Sheet"
 - Comparable Replacement
- Form 637-013 "Replacement Housing Payment Summary and Certification - Owner Occupants"
- Form 637-014 "Replacement Housing Payment Summary and Certification - Tenant Occupants"
- Form 637-____ "Offer of Relocation Assistance" (637-150, 637-151, 637-152 or 637-154)
- Form 637-009 "Residential Reimbursement"
 - ____ Moving Schedule Actual
 - ____ Housing Buy Rent
 - ____ Increased Interest
 - ____ Incidentals
 - ____ Storage
- 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

Total _____

NON-RESIDENTIAL:

- Form 637-011 "Non-Residential Information Sheet"
- Form 637-____ "Offer of Relocation Assistance" (637-152 or 637-154)
- Form 637-010 "Non-Residential Reimbursement" No. of Claims _____
 - ____ Moving
 - ____ Re-establishment
 - ____ Searching
 - ____ In-Lieu
 - ____ Storage
- 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 Acknowledgment"
 - Copy of Approved Contract or Condemnation Award & Hearing Report
 - Business Move Estimate Agent Moving Company
 - Inventory List Pictures

Total _____

APPEAL:

- Request for Appeal Received Date: _____
- Form 637-028 "Report of Appeal Award"
- Request for Appeal Acknowledged Date: _____ _____ Moving _____ Moving
- Appeal Board Appointed Date: _____ _____ Housing _____ Re-establishment
- Notice to Claimant of Appeal Hearing Date: _____ _____ Increased _____ Searching
- Hearing Date: _____ Date: _____ _____ Interest _____ In-Lieu
- _____ Incidentals Total _____

NOTE: Acknowledge Each Item as follows: Applicable Not Applicable
 Reviewed By: _____

LPA Manual

Index 5

Title and Closing Forms

**NOTICE OF ABANDONMENT OF AN
EASEMENT FOR _____**

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

DESCRIPTION

Signed this _____ day of _____, 20____. (SIGN IN INK)

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____ } ss.

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

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

(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 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

_____ County Project No. _____
grantor (Parcel No. _____)

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)

AFFIDAVIT

State of _____, County of _____, ss:

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

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

(type name)

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

(SEAL)

(Sign in Ink)
(Print/Type Name)

Notary Public in and for said State
My Commission Expires: _____

_____ County Project No. _____
grantor (Parcel No. _____)

AFFIDAVIT

State of _____, County of _____, ss:

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

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

(type name)

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

(SEAL)

(Sign in Ink)
(Print/Type Name)

Notary Public in and for said State

My Commission Expires: _____

_____ County Project No. _____
grantor (Parcel No. _____)

AFFIDAVIT OF IDENTITY

State of _____, County of _____, ss:

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

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

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

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

Dated this _____ day of _____, 20_____.

(type name)

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

(SEAL)

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

_____ County Project No. _____
grantor (Parcel No. _____)

BILL OF SALE

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

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

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

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

A parcel of land located in the $\frac{1}{4}\frac{1}{4}$ 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.

_____ (Sign in Ink)

_____ (Print/Type Name)

Notary Public in and for said State of Iowa.

My Commission Expires: _____.

(NOTARIAL SEAL)

_____ County Project No. _____
grantor (Parcel No. _____)

BILL OF SALE

Know All Men By These Presents: That _____, of _____ County, State of Iowa, in consideration of the sum of _____ and no/100-----(\$_____)-----dollars, 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 ¼ ¼ in Section _____, Township __ North, Range __, West of the 5th P.M., _____ County, Iowa, as shown on Acquisition Plat, Exhibit "A", attached hereto and by reference made a part hereof, more particularly described as follows:

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

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

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

Signed this _____ day of _____, 20_____.

_____ (Sign in Ink as Name is Typed)

STATE OF IOWA, COUNTY OF _____, ss:

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

(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.

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

(NOTARIAL SEAL)

_____ County Project No. _____
grantor (Parcel No. _____)

REAL ESTATE CLOSING STATEMENT

Seller _____ County _____
Contract Pay Date _____ Project No. _____
Possession Date _____ Parcel No. _____
Property Description _____

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

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

1. Land acquired by fee \$ _____
2. Land acquired by permanent easement \$ _____
3. Buildings acquired considered real estate \$ _____
less salvage value ... \$ _____ \$ _____
4. Other improvements considered real estate \$ _____
less salvage value ... \$ _____ \$ _____
Total Conveyance Consideration (lines 1 through 4) \$ _____
5. Other improvements including fence considered damages \$ _____
6. Total reduction in value from temporary easement
for borrow and/or haul road \$ _____
7. Total reduction in value - temporary easement for detour \$ _____
8. Control of Access \$ _____
9. Severance damage to property \$ _____
Total Damages (lines 5 through 9) \$ _____
LESS: Mitigated Damages (Non-cash Consideration) \$ _____

TOTAL CONTRACT CONSIDERATION \$ _____ .00

Contingent Payment (e.g., value of septic, value of well) plus \$ _____
Scheduled Future Abstracting Payment plus \$ _____

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

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

Partial Payment Warrant # _____ Paid _____ / _____ / _____ \$ _____
Conveyance Warrant # _____ Paid at Time of Closing \$ _____
Possession Warrant # _____ Paid at Time of Possession \$ _____
(Contact _____ Phone No. _____ for Warrant)
Contingent Payment \$ _____
(For Warrant Send Receipt Attn: Payment & Audit Unit, Right of Way Office)
Lien holders and Other Assessments Paid:
1. Mortgage (principal & interest) \$ _____
2. Real Estate Taxes \$ _____

TOTAL DISTRIBUTION OF GROSS PROCEEDS \$ _____ .00

REMARKS:

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

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

Buyer's Agent: _____ Seller: _____
By: _____ Date _____ By: _____ Date _____
Closing Agent Seller or Agent

**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
dollars in words and no/100-----(\$dollars in numbers)-----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 \$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, 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)**

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 dollars in words and no/100-----(\$dollars in numbers)-----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 \$dollars in numbers, 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)**

(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)**

As _____ in the above-entitled estate or cause.

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

ALL-PURPOSE ACKNOWLEDGMENT

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

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

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

Capacity Claimed By Signer:

- ___ INDIVIDUAL
- ___ CORPORATE
Titles of Corporate Officer(s):

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

Signer is Representing:

Names of entity(ies) or person(s)

_____ County Project No. _____
grantor (Parcel No. _____)

FLOWAGE EASEMENT

For the consideration of dollarsinwords and no/100-----(\$dollarsinnumbers)-----Dollars and other valuable consideration in hand paid by the _____, (**GRANTORSINBOLDED 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 \$dollarsinnumbers additional compensation due to an increase in acreage, based on final survey information.

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

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

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

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

_____ County Project No. _____
grantor (Parcel No. _____)

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

Dated _____, 20____. **(SIGN IN INK)**

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

ALL-PURPOSE ACKNOWLEDGMENT

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

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

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

Capacity Claimed By Signer:

- ___ INDIVIDUAL
- ___ CORPORATE
Titles of Corporate Officer(s):

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

Signer is Representing:

Names of entity(ies) or person(s)

_____ County Project No. _____
grantor (Parcel No. _____)

EASEMENT FOR INGRESS AND EGRESS

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

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

and to their heirs, successors, or assigns.

Signed this _____ day of _____, A.D., 20_____.

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____ } ss.

On this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

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

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

Capacity Claimed By Signer:

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

Signer is Representing:

Names of entity(ies) or person(s)

_____ County Project No. _____
(Parcels _____)

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)**

(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)

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).

(Type/Print Name)

Notary Public in and for the State of _____

My Commission Expires: _____

(NOTARY SEAL)

IN THE IOWA DISTRICT COURT IN AND FOR ____ COUNTY

Upon the Petition of	:	D.M. No. CD _____
_____,	:	
Petitioner,	:	
and Concerning	:	SATISFACTION OF JUDGMENT AND RELEASE OF JUDGMENT LIEN
_____,	:	
Respondent.	:	

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

Executed this _____ day of _____, 20_____.

Judgment Holder Or Attorney of Record for Judgment Holder

STATE OF _____, _____ COUNTY, ss.

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

(Type/Print Name)

Notary Public in and for the State of _____

My Commission Expires: _____

(NOTARY SEAL)

PARTIAL ASSIGNMENT OF LEASE

The CITY OF _____, IOWA, hereby assigns its rights and obligations as Lessor under Lease No. _____ between the CITY OF _____, IOWA and THE UNITED STATES OF AMERICA for those areas to be acquired by the _____ as part of Highway Project No. _____, (situated in the ___ 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.

Notary Public in and for said State of Iowa
My Commission Expires: _____

(NOTARIAL SEAL)

IOWA DEPARTMENT OF TRANSPORTATION

By: _____

Right of Way Director

STATE OF IOWA, STORY COUNTY, ss:

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

Notary Public in and for said State of Iowa
My Commission Expires: _____

(NOTARIAL SEAL)

_____ County Project No. _____
grantor (Parcel No. _____)

LIEN RELEASE

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

Dated this _____ day of _____, 20____. **(SIGN IN INK)**

(NOTE HOLDER IN ALL CAPS)

By: _____
_____ Title

By: _____
_____ 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.

Notary Public in and for said State of _____
My Commission Expires: _____

_____ County Project No. _____
grantor (Parcel No. _____)

RELEASE OF MECHANIC'S LIEN

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

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

Dated: _____ day of _____, 20_____

CLAIMANT:

STATE OF IOWA, COUNTY OF _____, ss:

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

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

Notary Public in and for said State of Iowa.
My Commission Expires: _____.

(NOTARIAL SEAL)

_____ County Project No. _____
grantor (Parcel No. _____)

EASEMENT PRIORITY AGREEMENT

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

(SEE ATTACHED LEGAL DESCRIPTION)

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

_____ 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)**

MORTGAGEHOLDER INCAPS

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)**

MORTGAGEHOLDER INCAPS

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)**

MORTGAGEHOLDER INCAPS

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)**

MORTGAGEHOLDER INCAPS

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 _____, (**GRANTORSINBOLDED CAPS**), 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:

<u>Name of Grantor</u>	<u>Book & Page Nos. or Instrument / Document No.</u>	<u>Date of Recordation</u>

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)

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 **NAMEOFTRUSTEEINBOLDED CAPS**, 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 _____, **(GRANTORSINBOLDED CAPS)**, 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)

(Print/Type Name)
Notary Public in and for said State
My Commission Expires: _____

Capacity Claimed By Signer:

- ____ INDIVIDUAL
- ____ CORPORATE
- ____ Titles of Corporate Officer(s):

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

Signer is Representing:

Names of entity(ies) or person(s)

_____ County Project No. _____
grantor (Parcel No. _____)

**WARRANTY DEED
(CORPORATE GRANTOR)**

For the consideration of dollarsinwords and no/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: _____

_____ (Title)

By: _____

_____ (Title)

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____ } ss.

On this _____ day of _____, 20____,
before me, the undersigned, a Notary Public in and for said
State, personally appeared _____

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

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

Capacity Claimed By Signer:

- ___ INDIVIDUAL
- ___ CORPORATE
- Titles of Corporate Officer(s):

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

Signer is Representing:

Names of entity(ies) or person(s)

_____ County Project No. _____
grantor (Parcel No. _____)

LPA Manual

Index 6

Condemnation Forms

AFFIDAVIT OF FINAL OFFER

In the Matter of the Condemnation
of Certain Rights in Land by the
for the Improvement of
Primary Road No.

located in County, Iowa

Project No. Group

Parcel No. _____

On this the _____ day of _____, 20____, comes the
and states, as by law provided, that the most recent offers made to the owner(s),
lienholders, encumbrancers and other persons interested in the appropriation of certain
specified rights in certain land as described by the Applicant in the Notice of
Condemnation filed in the above matter are as follows:

(Names as on Notice)
\$ _____

Tenant(s)
\$ _____

By _____

Acknowledged, subscribed and sworn to before me this _____ day of
_____, 20_____.

(Notary Public) in and for said County and State
(Clerk of Court)

Filed in my office at , Iowa, this _____ day of _____, 20_____.

Sheriff of County, Iowa

AFFIDAVIT OF PUBLICATION OF APPLICATION

In the Matter of the Condemnation of Certain
Rights in Land by the _____ for the Improvement of

Road No. _____
_____ (fill in project location)
located in _____ (fill in county and state)
Project No. _____
Group "_____" Parcel _____

STATE OF IOWA)
) ss.
COUNTY OF _____)

I, _____, being duly sworn, state that I am the _____ for the _____ in the above-entitled matter.

I further state that service of the Application by certified mail cannot be made, for the reason(s) stated, upon the condemnee(s) named below:

(list names)

I further state that on _____, a copy of the Application in this matter was mailed to the above condemnee(s) at the place set opposite their names.

Therefore, the Application was published on _____, in the _____ newspaper, in accordance with Iowa Code Section 6B.3(2).

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public in and for the State of Iowa

When corresponding, refer to:

_____ County

Project _____

Group _____

Parcel No(s). _____

Under authority of Section 6B.4 of the Code of Iowa, you have been selected by the Chief Judge of the _____ Judicial District as one of the six compensation commissioners to assess damages in condemnation proceedings in connection with the above-referenced highway project.

The compensation commission, of which you are a member, will meet at 9:30 a.m. in the Sheriff's Office in _____, Iowa, on _____.

NOTE: The law provides that no member of a compensation commission selected shall possess any interest in the proceeding which could cause such person to render a biased decision.

Your ability or inability to serve as a compensation commissioner on the day and hour as listed above should be reported on the enclosed, self-addressed post card and **returned (mailed) immediately.**

If you agree to serve, you will be paid \$200.00 per day. You will also be reimbursed for necessary meals and will be paid for mileage traveled in performing your duties.

If for some reason you are unable to serve **after** your acceptance of the Summons, please immediately call the _____ at _____, or call the Sheriff.

Sincerely,

CONDEMNATION COMMISSIONER'S STATEMENT

To the Sheriff of _____ County:

I certify that my fee and expenses as a member of the Commission in the matter of the condemnation of certain real estate or rights to real estate for Project No. _____ held on the _____ day of _____, 20____, are as follows and that these claims are due, just and unpaid.

_____ day of service at \$200.00/day \$ _____

_____ miles at _____ cents/mile \$ _____

_____ meals \$ _____

Signed on this _____ day of _____, 20____.

Commissioner

Honorable
Chief Judge, Judicial District

RE: County Condemnation Group

Dear Judge :

Enclosed is an original and a duplicate each of (1) an Application to the Chief Judge of the Judicial District for the Appointment of a Commission to Appraise Damages, (2) Selection and Appointment of a Compensation Commission, and (3) Supplementary Order Appointing Alternate Compensation Commissioners. Please return the originals to this office and retain the duplicates in your office.

We will forward a "Certified True Copy" of the Application and originals of the Selection and Appointment of a Compensation Commission and the Supplementary Order Appointing Alternate Compensation Commissioners to the Sheriff, who will summon the original six appointees. If any of the original six appointees are unable to serve, the Sheriff will contact an alternate compensation commissioner with the same qualification. We will request substitution from you in the event alternate compensation commissioners are unable to serve.

No alternate compensation commissioner will be contacted unless one of the original six appointees is unable to serve.

Should you require any additional information regarding the enclosed Application, please contact this office at _____.

Sincerely,

**CERTIFICATE AND NOTICE
OF THE COMMENCEMENT OF
CONDEMNATION PROCEEDINGS**

In the Matter of the Condemnation
of Certain Rights in Land by the

for the Improvement of
located in **County**,
Project No. Group

The hereby certifies that the has been unable to secure by purchase from the following
owner(s) of tracts, parts or portions thereof or certain rights therein, as shown by the plans on file, necessary for the
construction of the above-referenced project:

Parcel

Parcel

Parcel

Parcel

The land or lands or property rights so required in the construction of said project are specifically shown by the plats and
descriptions attached to the Application to the Chief Judge and Notice.

You are hereby notified that condemnation proceedings will be commenced to acquire the above-described lands and/or
property rights.

Signed at , Iowa, this day of , .

**SELECTION AND APPOINTMENT
OF COMPENSATION COMMISSIONERS
BY THE CHIEF JUDGE OF THE
JUDICIAL DISTRICT**

In the Matter of the Condemnation
of Certain Rights in Land by the
for the Improvement of
located in _____ **County**,
Project No. _____ Group

An Application and Notice of Condemnation having been filed with me by the _____ for the selection and appointment, by lot, of six suitable persons as the law provides to act as a compensation commission to assess and appraise the damages sustained by reason of the condemnation of certain specified rights in certain land described by Applicant, in the Notice of Condemnation filed in the above-entitled matter, I hereby DESIGNATE, SELECT, AND APPOINT as the members of said compensation commission required in this matter the following persons:

NAME	ADDRESS	QUALIFICATIONS
		Licensed Real Estate Salesperson or Broker
		Licensed Real Estate Salesperson or Broker
		Knowledgeable of Property Values by Virtue of Occupation
		Knowledgeable of Property Values by Virtue of Occupation

I further designate, select, and appoint, the above-named _____ to act as **Chairperson** of said commission.

To the Sheriff of County, : Attached hereto please find a duplicate of the Application for Condemnation in the above-entitled matter.

Dated at _____, , this _____ day of _____, 20____.

Chief Judge of the Judicial District
including County,

Filed in my office at _____, Iowa, this _____ day of _____, 20____.

Sheriff of County,

Please note change in form, which now provides for the appointment of up to 5 alternate Commissioners.

SUPPLEMENTARY ORDER APPOINTING ALTERNATE COMPENSATION COMMISSIONERS

In the Matter of the Condemnation
of Certain Rights in Land by the
for the Improvement of
located in **County**,

Project No. Group

An Application and Notice of Condemnation having been filed with me by the _____, entitled as above, for the selection and appointment, by lot, of a duly constituted compensation commission, and said selection and appointment having been made by me, I further, DESIGNATE, SELECT, and APPOINT the following persons to serve as alternate members of said compensation commission, in the event that any of the said members having the same qualifications are unable to serve for any reason.

NAME	ADDRESS	QUALIFICATION
1. 2. 3. 4. 5.		Licensed Real Estate Salesperson or Broker
1. 2. 3. 4. 5.		Knowledgeable of Property Values by Virtue of Occupation
1. 2. 3. 4. 5.		

The Sheriff of County, Iowa, shall, upon being informed of a vacancy in the compensation commission, notify an alternate member appointed having the same qualifications as the person unable to serve in the same manner as the original commissioners were notified.

Dated at _____, Iowa, this _____ day of _____, 20____.

Chief Judge of the Judicial District
including County, Iowa.

Filed in my office at _____, Iowa, this _____ day of _____, 20____.

Sheriff of County, Iowa

SUMMONS TO COMMISSIONERS

In the Matter of the Condemnation
of Certain Rights in Land by the

for the Improvement of
located in **County, Iowa**

Project No. Group

TO: _____

The _____ has filed with the Chief Judge of the Judicial District including County, Iowa, an Application and Notice of Condemnation for the selection of a Compensation Commission to assess the damages which owners, lienholders, encumbrancers, and other persons interested in the land from which certain rights are sought to be appropriated by these proceedings will sustain by reason of such appropriation of the rights as described in the Application and Notice of Condemnation for the improvement and/or maintenance of roads and streets in County, Iowa, and

Pursuant to Iowa law, you have been selected and appointed by the Chief Judge of the Judicial District for County, Iowa, as a member of such Compensation Commission, and such selection and appointment has been duly filed in my office and that _____ has been designated as Chairman of the Commission.

NOW, THEREFORE, you are commanded to be and appear before the undersigned in the office of the Sheriff at _____, County, State of Iowa, on the _____ day of _____, 20____, at 9:30 o'clock a.m. (_____) for the purpose of qualifying as such Commission, and proceed to view said premises and make an award of damages as by law provided.

Sheriff of County, Iowa

ACCEPTANCE OF SERVICE

(Before accepting appointment to this commission, please note the persons and real estate affected by the condemnation on the attached Notice(s) to determine whether or not you possess any interest which would cause you to render a biased decision.)

Due and legal service of foregoing Summons accepted and receipt of copy acknowledged at _____, Iowa, this _____ day of _____, 20____. I further certify that I do not possess any interest in the above proceedings which would cause me to render a biased decision therein.

Filed in my office at _____, Iowa, this _____ day of _____, 20____.

Sheriff of County, Iowa

REFUSAL TO SERVE

I will be unable to serve for the reason that I possess an interest in the proceeding which would cause me to render a biased decision, or for the reason that...

Please sign original summons and return promptly to the Sheriff of County.

OATH OF COMMISSIONERS

In the Matter of the Condemnation of Certain Rights in Land by the for the Improvement of located in County, Iowa

Project No. Group

STATE OF IOWA 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)

Filed in my office at , Iowa, this ___ day of ___, 20__.

Sheriff of County, Iowa

REPORT OF COMPENSATION COMMISSION

In the Matter of the Condemnation
of Certain Rights in Land by the
for the Improvement of
located in **County,**

Project No. Group

TO: , Sheriff of County,

We, the undersigned, being duly appointed and qualified Commissioners appointed to assess the damages sustained by the owners, lienholders, encumbrancers and other persons interested in the appropriation of certain specified rights as set forth and described in the Notice of Condemnation filed in the above entitled matter respectfully report as follows:

That we proceeded to view the respective premises at the time or times fixed in the notice to persons interested therein and do hereby assess and appraise the damages which the respective persons will sustain by reason of the appropriation as follows:

	Land & Improvements	Consequential Damages	Total Award	Condemnees' Atty. Fees and Costs
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
Value of condemnee's dwelling:	\$ _____			

The award was determined by consideration of the following: _____

Respectfully reported at _____, Iowa, this _____ day of _____, 20____.

I certify that the above amounts are legally payable to each claimant and that the claim is correct and just and that payment has not been received.

Filed in my office at , , this _____ day of _____, 20____.

Sheriff of County,

**ENDORSEMENT OF SHERIFF OF MAILING OF NOTICE OF
APPRAISEMENT OF 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)
) ss:
COUNTY OF _____)

Received the within notice the _____ day of _____, 20____, and I hereby certify that I have served to each person named below by delivering a true copy of the same to each person at the time and place set opposite their respective names:

NAME	DATE	CITY OR TOWN	COUNTY	STATE

FEES:
Service \$ _____
Mileage \$ _____
TOTAL \$ _____

Sheriff of _____ County, Iowa

SHERIFF'S CERTIFICATION AS TO AWARDS AND COSTS

In the Matter of the Condemnation
of Certain Rights in Land by the
for the Improvement of
located in _____ **County, Iowa**

Project No. _____ Group _____

**THE ORIGINAL CERTIFIED APPLICATION FOR CONDEMNATION IS RECORDED IN
BOOK _____, PAGE _____, OR INSTRUMENT/DOCUMENT NUMBER _____,
AND DATED _____.**

TO:
I certify that the commissioners in the above-entitled cause convened at _____, Iowa,
on the _____ day of _____, 20____, and thereupon proceeded to view the premises, and said
commissioners did on the _____ day of _____, 20____, file their report in my office, awarding
damages as follows:

NAMES OF CONDEMNEES	AWARD	ATTORNEY FEES AND COSTS
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
TOTAL DAMAGES AWARDED	\$ _____	\$ _____

I certify that the costs incident to this proceeding are taxed and Notices were served as listed below:
(Attach separate list if necessary)

Date	Name of Condemnees	Service Fee	[Mileage x Rate Per Mile] = Amount	Sum

Sub Total \$ _____

Sheriff's Fees

Summoning and attending Commissioners (Includes service fees)
(Maximum allowed by Code Section 331.655 is \$60.00) \$ 60.00

Mileage while summoning and attending Commissioners
(_____ miles x \$_____ per mile) \$ _____

TOTAL \$ _____

Sheriff of County, Iowa

COMMISSIONERS' COSTS

-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)

Project No. _____ Group " _____ "

**ORDER APPOINTING
SUBSTITUTE COMPENSATION
COMMISSIONER(S)**

NOW ON THIS _____ day of _____, 20____, an Order Appointing Substitute Compensation Commissioner(s) having been presented to me due to the inability of _____, the original appointee(s), and _____, appointed as alternate(s), all having qualifications as being _____ (list type of qualification) to serve as (a) commissioner(s) in the condemnation referenced above, it is ordered that the vacancy(ies) shall be filled by one of the following commissioners:

	NAME	ADDRESS	QUALIFICATIONS
1)	_____	_____	_____
2)	_____	_____	_____
3)	_____	_____	_____

The Sheriff of _____ County, Iowa, shall notify the substitute commissioner(s) in the same manner as the original commissioners were notified.

Dated at _____, Iowa, this _____ day of _____, 20____.

Chief Judge of the _____ Judicial District
including _____ County, Iowa

Filed in my office at _____, Iowa, this _____ day of _____, 20____.

Sheriff of _____ County, Iowa

In the Matter of the Condemnation
of Certain Rights in Land by the
for the Improvement of

Road No. _____
_____ (fill in project location)
located in _____ (fill in county and state)

Project No. _____ Group " _____ "

**ORDER CONFIRMING
APPOINTMENT OF SUBSTITUTE
COMPENSATION
COMMISSIONER(S)**

NOW ON THIS _____ day of _____, 20____, an Order Confirming Appointment of Substitute Compensation Commissioner(s) having been presented to me due to the inability of _____, the original commissioner(s), and _____, the alternate commissioner(s), qualified as _____ (list type of qualification) to serve as (a) compensation commissioner(s) in the condemnation referenced above, this order confirms that it was ordered on the _____ day of _____, 20____, that the vacancy(ies) be filled by the following commissioner(s):

NAME ADDRESS

QUALIFICATIONS

NAME ADDRESS	QUALIFICATIONS
_____	_____
_____	_____
_____	_____

The Sheriff of _____ County, Iowa, shall notify the substitute commissioner(s) in the same manner as the original commissioners were notified.

Dated at _____, Iowa, this _____ day of _____, 20____.

Chief Judge of the _____ Judicial District
including _____ County, Iowa

Filed in my office at _____, Iowa, this _____ day of _____, 20____.

Sheriff of _____ County, Iowa

When corresponding, refer to:

_____ County

Project _____

Group _____

Parcel No(s). _____

I enclose a Notice of Condemnation that I wish to have published in your newspaper on _____.

Please immediately furnish this office with a tear sheet of the publication.

When publication has been completed, please forward three (3) copies of the Proof of Publication and a statement of your fees to the address below, noting the above-referenced project and parcel numbers.

Thank you; and if you have any questions, contact this office at

Sincerely,

When corresponding, refer to:

_____ County

Project _____

Group _____

Parcel No(s). _____

I enclose a Notice of Condemnation that I wish to have published in your newspaper once each week for four (4) consecutive weeks, beginning with your issue of:

_____ (1st Publication)

_____ (2nd Publication)

_____ (3rd Publication)

_____ (4th Publication)

Please immediately furnish this office with a tear sheet of the first issue.

When publication has been completed, please forward three (3) copies of the Proof of Publication and a statement of your fees to the address below, noting the above-referenced project and parcel number(s).

Thank you; and if you have any questions, contact this office at

Sincerely,

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.

_____ County Recorder