



Office of Right of Way, 800 Lincoln Way, Ames, Iowa 50010

ADMINISTRATIVE SETTLEMENT DETERMINATION

Parcel Number: _____ County: Choose an item.
 Project Number: _____ Negotiator: _____
 Name: _____

Offer to Purchase	\$0.00	Proposed Settlement			Variance	\$0.00
					%	#DIV/0!
APPRAISALS:						
Appraiser	Date	Before	After	Acquisition	Add'l by Negotiator (Fence, etc)	Office to Purchase
1.				\$0.00		\$0.00
2.				\$0.00		\$0.00

REASONS FOR SETTLEMENT: (check those applicable)

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

DETAILED EXPLANATION OF ALL ITEMS CHECKED:

Submitted By:

Acquisition Agent Date

Project Agent Date

Approved By:

Acquisition Supervisor Date

Right of Way Director Date

Staff Action Required yes no



CERTIFICATION OF NEGOTIATOR AND PARCEL CHECK SHEET

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 that is Federally funded.
5. Good Faith Negotiations: The Right of Way Agent has made an effort to negotiate in good faith with the Seller(s) to acquire the property. These efforts include: 1) provided the Seller(s) with a copy of the appraisal of the property sought, 2) discussed the basis of determining value, 3) reviewed the project design plans, 4) discussed the contents of the acquisition contract, 5) addressed owner's questions and concerns, 6) provided the owner(s) with a written offer of the fair market value.

FILE CONTAINS:

(Key) yes, no, na

- Information for Condemnation Form (Attach copies of proposed Owner & Tenant contracts)**
Administrative Settlement Form*
Deed or Easement (if applicable)
Owner Contracts w/Breakdown Sheet
Tenant Contracts w/Breakdown Sheet
10-day Waiver (if applicable)
W-9 Request for Taxpayer Identification Number and Certification*
Letters
Written Offer (Owner's) and Revised Offers if necessary
Written Offer (Tenant's) and Revised Offers if necessary
Relocation Offers
Agent's Notes, including miscellaneous Owner's Plans, Appraisals, Drawings, Pictures, Faxes, Emails, etc...
Approved Request for Design Revision
Plot Plan (Current)
Land Surveyor's Plat(s) & Descriptions (Current)
Appraisal or Appraisal Waiver
Report of Liens or current Recertification (not more than 1 year old)
Excess Land
Salvage Clause for Buildings (Building to be removed by Owner)
Abstract *signed files only ** condemnation files

Number of Tenants
Number of Tenants Signed
Project Scheduling Information Updated

Certified by Right of Way Agent (Date)

Approved by Project Agent (Date)



Office of Right of Way, 800 Lincoln Way, Ames, IA 50010

CONDEMNATION HEARING REPORT

County _____ Project No. _____
Parcel No. _____ Group _____
Condemnation Hearing Date _____

- 1. Fee Owner _____
2. Contract Purchaser _____
3. Lessees _____
4. Tenant _____
5. DOT Representative Dwayne Myers
6. Owner's Counsel _____
6A. Lessee/Tenant Counsel _____
7. Offer made by Contract _____
8. Offer made by Condemnation * _____

*Reason for difference in contract offer _____

9. Condemnation Award:

Table with 4 columns: Owner, Lessee, Tenant and rows for Dwelling, Land & Improvements, Damages, Moving Costs, Total Condemnation Award, Attorney Fees.

10. Owner's Asking _____
Lessee's Asking _____
Tenant's Asking _____

11. APPRAISALS MADE BY STATE

Table with 5 columns: Name, Staff or fee, Before, After, Compensation. Includes a Review row.

12. WITNESSES FOR OWNER

Table with 5 columns: Name, Occupation, Before, After, Compensation.

13. FACTORS AFFECTING CONDEMNATION AWARD (Mark those applicable)

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

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

The commissioner's were sworn in at the Choose an item. County Sheriff's Office on Click here to enter a date. at 9:30 a.m.; we then proceeded to the viewing. from the Choose an item. Resident Construction Office accompanied me. We then returned to the Sheriff's Office where the written material's and the State's position were presented.

- Accept Condemnation Award
- Reject Award and Appeal to District Court

Condemnation Agent

Right of Way Director

Concurrence by Legal Department

Special Assistant, Attorney General



Office of Right of Way, 800 Lincoln Way, Ames, Iowa 50010

Ph. 515-239-1135
Toll-free Phone: 866-282-5809
Fax: 515-239-1247
E-mail:
Web site: iowadot.gov

DAMAGE CLAIM

Parcel Number: _____ County: _____
Project Number: _____ Route Number: _____

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

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

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

The damage being claimed is described as _____.

The amount of this claim is \$_____.

The following evidence supports this claim:

- () estimates to be paid in compliance with the terms of the original purchase agreement upon receipt of itemized bills/statements from the Claimant; or
() damages reviewed, authorized and approved by the Department

Claimant's certification

I am the Claimant identified above, and I certify that the previously described damage claimed is reasonable, proper and correct, and I have received no part of this claim. I further certify that this claim is settlement in full for all damages of any kind arising from or relating to the damage being claimed (see above).

Claimant

Dated _____

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

X _____
Seller's Signature

Department of Transportation

_____, Acquisition Supervisor Date



Office of Right of Way, Acquisition Section

Form 634060wd

INFORMATION FOR CONDEMNATION PROCEEDINGS

County: _____ **Project Number:** _____ **Parcel Number:** _____

Record Owner(s)	Address (include winter address, if applicable)	Type of Ownership (include dower)	Contacted (Yes or No)		Signed (Yes or No)	
			Yes	No	Yes	No
1.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Tenant(s)	Address	Contacted (Yes or No)		Signed (Yes or No)	
		Yes	No	Yes	No
1.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Possessory interests claimed by :	Address	Type of interest
1.		
2.		

Is a residence being acquired? Yes No If "Yes", is the residence: Owner-occupied Tenant-occupied

Name(s) of occupant(s) of land _____ Name(s) of occupant(s) of residence _____

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

Different from appraisal? Yes No Includes: Right-of-Way Fence Borrow
 Damages Access Control
 Temporary Easement

Last Offer: \$ _____ Why? _____

Asking Amount \$ _____ Based on: Owner's Appraisal Other (explain) _____

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

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

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

Name _____ Street, City, State, Zip Code _____ Phone _____

Instructions to Acquisition Secretary

Hold condemnation letter and contract until _____
 Mail condemnation letter and contract to: Owner Owner with copy to Attorney Attorney only Attorney with copy to Owner

Recommended by	Approved by
_____, Acquisition Agent Date _____	_____, Acquisition Supervisor Date _____
_____, Project Agent Date _____	

Received by Condemnation Section _____ Katie Johnson, Condemnation Coordinator Date _____



Inter-Office Breakdown

Project No. _____ Parcel No. _____

The "breakdown" of the attached Agreement is as follows:

1. Land to be acquired by Fee Title:

To the State of Iowa _____ acres _____

To the City of: _____ acres _____

To the County of: _____ acres _____

2. Land to be acquired by Permanent Easement:

To the State of Iowa _____ acres _____

To the City of: _____ acres _____

To the County of: _____ acres _____

3. Total reduction in value resulting from: temporary easement for borrow and/or haul road.

_____ acres _____

4. Total reduction in value resulting from a temporary easement for detour.

_____ acres _____

5. Building(s) to be acquired:

6. Other improvements to be acquired including right of way fence:

7. Control of Access

8. Severance damage to remaining property

9. Administrative Damage

10. Tenant Release

Total _____ **\$0.00**



Office of Right of Way, 800 Lincoln Way, Ames, Iowa 50010

Phone: 515-239-1135
Fax: 515-239-1247
www.iowadot.gov

LANDOWNER'S CONSENT TO PROPERTY EXAMINATION

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

This examination will be coordinated to cause minimum inconvenience and will proceed promptly to completion. The Landowner hereby authorizes the following subsurface examination and the Iowa DOT will inform the Landowner of the findings of the following subsurface examination: _____

Part of the lump sum payment is settlement in full for all loss or damage to the _____ growing crop and/or pasture.

If the property is damaged as a result of this examination, the Iowa DOT will restore the property to a safe operating condition.

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

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

It is understood and agreed that all artifacts and other cultural materials collected from this site will become property of the State of Iowa, so the artifacts can be placed in an institution or other establishment with appropriate curatorial facilities within the State of Iowa in accordance with the Department of Interior's National Park standards, procedures, and guidelines, and guidelines for curation of archaeological materials: 36 CFR, Part 79 and the Iowa DOT's agreement with the Iowa State Historical Society.

Questions or concerns about the work may be directed to the area District Engineer.

Landowner/Tenant

Dated _____

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

X _____
Seller's Signature

Department of Transportation

Date

LLC GUIDELINES FOR ACQUISITION AGENTS

1. Look up the LLC on the Secretary of State online database to:

Make sure the LLC is listed and it has "Active" status
Print Articles of Organization (if available)
Print Statement of Authority (if available)

2. Is the conveyance OUTSIDE the ordinary course of the LLC's business or affairs?

YES: The consent of ALL MEMBERS is required. For example, in a total acquisition if the transaction disposes of all or substantially all of the company's property (i.e. they will be going out of business), ALL members of the LLC have to consent to the purchase agreement - discuss with the Title & Closing Agent (case by case basis).

NO: Proceed to Step 3, and include the LLC Clause* in the purchase agreement.

3. Does the LLC have a Statement of Authority on file with the Secretary of State?

YES: Print out a copy and review the document to check for:

Any limitations on authority to convey to ensure it does not conflict
Any specific authority granted to ensure it matches what we need
That it is dated within 5 years of the current transaction

a) If authority is limited, all transactions must conform to limitations of authority. If unclear, ask Title & Closing Agent to review.

b) If specific authority is granted, have that authorized person sign the purchase agreement.

NO: Proceed to Step 4

4. Find out if the LLC is Member-Managed or Manager-Managed?

If Member-Managed: How many Members?

Have a majority of the Members sign the purchase agreement.

If Manager-Managed: How many Managers?

Have a majority of the Managers sign the purchase agreement.

ALTERNATIVELY: Proceed to Step 5

5. Have the LLC contact their Attorney...

The LLC can contact their attorney to prepare a Statement of Authority to be filed with the Secretary of State AND in the county recorder's office, or have it sent to the Title & Closing Agent to be recorded.

OR

An affidavit can be prepared to be signed by the LLC's attorney, but it should not be signed by the same people signing the purchase agreement and conveyance documents. The LLC's written operating agreement, unless already made of record may be incorporated into such an affidavit.

This affidavit will be sent along with the conveyance documents by the Title & Closing Agent, but give the parties notice that it will be required to close the transaction.

FYI: If the LLC has a written operating agreement available, get a copy. The operating agreement (including any amendments) may verify the following information:

Whether the LLC is Member-managed or Manager-managed
Who has the authority to sign on behalf of the LLC

LLC GUIDELINES FOR ACQUISITION AGENTS

ACKNOWLEDGEMENT FOR LLCs:

FOR SIGNATURE OF INDIVIDUAL MANAGER OR MEMBER

On this ____ day of _____, 201_, 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 identical person(s) named in and who executed the foregoing instrument, who being by me duly sworn did say that he/she/they is/are the (Manager(s))(Managing Member(s)) of _____, a (manager-managed)(member-managed) limited liability company; that said instrument was signed on behalf of said limited liability company by authority of its (managers)(members); and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it and by him/her/them voluntarily executed.

FOR SIGNATURE OF MANAGER OR MEMBER THAT IS NOT AN INDIVIDUAL

On this ____ day of _____, 201_, 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 identical person(s) named in and who executed the foregoing instrument, who being by me duly sworn did say that he/she/they is/are the _____ of _____, the (Manager)(Managing Member) of _____, a limited liability company; that said instrument was signed on behalf of said limited liability company by authority of its (managers)(members); and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company and said corporation, by it and by him/her/them voluntarily executed.

*** LLC CLAUSE FOR PURCHASE AGREEMENTS:**

The proposed conveyance is in the ordinary course of the business activities of the Grantor and this agreement is signed by the duly authorized (Manager(s))(Managing Member(s)) of the Grantor pursuant to its written Operating Agreement and the consent of all its members.



Office of Right of Way, 800 Lincoln Way, Ames, Iowa 50010

Ph. 515-239-1135
Toll-free phone: 866-282-5809
Fax: 515-239-1247
Web site: iowadot.gov

OFFER TO DONATE

Project Number: _____

Parcel Number: _____

Agreement to donate right of way real estate

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

Signature(s) of Owner(s) Date

Agreement to waive the right to an appraisal of the property

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

Signature(s) of Owner(s) Date

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

On _____, I offered _____,
who is the _____ of the property, an opportunity to donate the proposed right of way by:

personal contact telephone letter

The offer was: accepted declined

Acquisition Agent



Office of Right of Way, 800 Lincoln Way, Ames, Iowa 50010

Phone: 515-239-1135

Fax: 515-239-1247

E-mail: @dot.iowa.gov
www.iowadot.gov

DATE _____

COUNTY _____

PROJECT _____

PARCEL _____

OFFER TO PURCHASE and NOTICE OF EARLIEST MOVE DATE

OWNER _____

ADDRESS _____

Pursuant to federal and state regulations, the Iowa Department of Transportation (Iowa DOT) presents to you the pamphlet *Highways and Your Land* and submits an offer of \$ _____, which represents the approved appraisal of the right of way needed from your property.

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

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

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

Fence:

By _____

, Acquisition Agent



Office of Right of Way, 800 Lincoln Way, Ames, Iowa 50010

Ph.: 515-239-1135
FAX: 515-239-1247
E-mail: [@dot.iowa.gov](mailto: @dot.iowa.gov)
www.iowadot.gov

DATE _____

COUNTY _____

PROJECT _____

PARCEL _____

OFFER TO PURCHASE – Appraisal Waiver

Owner _____

Address _____

Pursuant to federal and state regulations, the Iowa Department of Transportation presents to you the pamphlet Highways and Your Land and submits an offer of \$[Click here to enter text.](#), which represents just compensation of the right of way needed from your property.

You will not be required to move from your dwelling or to move your business, farm, non-profit organization to personal property any sooner than _____, which is at least 90 days from the date of this notice.

Fence:

By _____
, Acquisition Agent



Office of Right of Way, 800 Lincoln Way, Ames, Iowa 50010

Phone: 515-239-1754
Fax: 515-239-1247
E-mail: @dot.iowa.gov

RECEIPT FOR ABSTRACT OF TITLE

DATE: _____ **COUNTY:** _____
PROJECT NUMBER: _____
PARCEL NUMBER: _____

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

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

, Office of Right-of-Way Agent

533408w



Office of Right of Way, 800 Lincoln Way, Ames, IA 50010

RECORD OF CONTACT

County: _____ Project: _____ Contact Number: _____
 Name: _____ Parcel: _____
 Address: _____ Phone Number: _____
 Email : _____

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

Person(s) Present: _____

Date Appraisal mailed: _____ Offer: \$ _____ Asked: \$ _____

Discussion (and Agent recommendations) Start Time: _____ End Time: _____

I met the owner and presented the yellow folder which contained *Highways and Your Land* booklet, the offer to purchase with 90-day notice and the purchase agreement. We reviewed the highway construction plans.

Signed: _____

Date: _____



Right-of-Way Office
REPORT OF RECORD
OWNERSHIP AND LIENS

I Order No. _____
N Date _____
D County _____
E Project No. _____
X Parcel or Tract No. _____

1. This Report Is Prepared For A Tract(s) Of Land Located In _____ County, Iowa, More Particularly Described As Follows:

see attached

2. Title To The Above Described Tract(s) Is In _____

(REPORT AND ATTACH outstanding Purchase Contracts, Articles of Incorporation, etc.)

3. Title Was Acquired By _____	Dated _____	Filed Bk. _____	Pg. _____
_____	Dated _____	Filed Bk. _____	Pg. _____
_____	Dated _____	Filed Bk. _____	Pg. _____
_____	Dated _____	Filed Bk. _____	Pg. _____
_____	Dated _____	Filed Bk. _____	Pg. _____
_____	Dated _____	Filed Bk. _____	Pg. _____

4. The Following Additional Title Instruments And Proceedings Affect Title:
(Include all transfers of title occurring within the past **five** years)

Instrument _____	Dated _____	Filed Bk. _____	Pg. _____
Instrument _____	Dated _____	Filed Bk. _____	Pg. _____
Instrument _____	Dated _____	Filed Bk. _____	Pg. _____
Instrument _____	Dated _____	Filed Bk. _____	Pg. _____
Instrument _____	Dated _____	Filed Bk. _____	Pg. _____

5. The Tract(s) Is Zoned (None _____) _____ Bk. _____ Pg. _____

6. Restrictive Covenants Apply (None _____) _____ Bk. _____ Pg. _____

7. Subject To Land Use Agreements (None _____) _____ Bk. _____ Pg. _____
_____ Bk. _____ Pg. _____

8. Attach description of land included in agricultural area as provided in Iowa Code Section 93A.8. (None _____)

9. Mineral Reservations (None _____) _____ Bk. _____ Pg. _____

10. Title To This Tract(s) Is Also Subject To:

A. Mortgages (None _____) _____	Dated _____	Bk. _____	Pg. _____
B. Judgements (None _____) _____	Dated _____	Bk. _____	Pg. _____
C. Financing Statements (None _____) _____	Dated _____	Bk. _____	Pg. _____
D. Taxes and Assessments (None _____) _____	Dated _____	Bk. _____	Pg. _____
E. All Other Liens (None _____) _____	Dated _____	Bk. _____	Pg. _____
_____	Dated _____	Bk. _____	Pg. _____

Attach Copies Of All Instruments Listed In Items 3 Through 10 Inclusive

11. Certification – The Undersigned Hereby Certifies That Title To This Land Is As Reported And Shown In The Records Of _____
_____ County, Iowa.

This Report Is A Report Of Liens Only. No Examination Is Made And No Opinion Has Been Formed As To The Legal Effect Of Any Instrument Or Proceeding Inspected. It Is Made For The Exclusive Information And Use Of The Iowa Department Of Transportation And The State Of Iowa And No Liability For Errors Or Omission Will Accrue To The Benefit Of Any Other Person, Firm, Or Corporation.

Dated this _____ day of _____, 20____, at _____ o'clock ____ M
At _____, County of _____, State of Iowa

Signed _____
Title _____
Address 800 Lincoln Way, Ames, Iowa 50010
Telephone Number _____

On Reverse Side Please List Any Additional Information You May Have Such As Names And/Or Addresses of Spouses, Property Managers, Lienholders, Attorneys Involved In Proceedings Affecting Ownership, Any Instruments Of Which You May Have Knowledge But Which Are Not Shown Of Record, Etc.

12. Assessment Data And Information Furnished But Not Certified To:

BY 40 AC TRACT OR LOT	LAND ASSESSED	SEC.	TWP.	RNG.	Acres of Lots Taxed

address

Taxes:



REQUEST FOR RIGHT-OF-WAY REVISION

Date:

Project Number:

Parcel Number:

County:

Ownership:

Revision requested by:

Reason for revision:

Approved by: _____

Date: _____

Office of Right of Way, Design Supervisor

Approved by: _____

Date: _____

Office of Right of Way Director

Approved by: _____

Date: _____

Access Policy Administrator

Approved by: _____

Date: _____

District Engineer

Revision made by: _____

Date: _____

Right of Way Design Technician



Office of Right of Way, 800 Lincoln Way, Ames, Iowa 50010

Phone: 515-239-1135
Fax: 515-239-1247
E-mail: @dot.iowa.gov
www.iowadot.gov

DATE _____

COUNTY _____
PROJECT _____
PARCEL _____

**REVISED
OFFER TO PURCHASE**

Owner: _____

Address: _____

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

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

By _____
, Acquisition Agent



Office of Right of Way

RIGHT OF WAY DIRECTOR'S RECOMMENDATION

Form 634-066 (Revised 3/09)

County _____ Project No. _____
Parcel _____ Group _____
Condemnation Hearing Date _____

Table with 6 columns: Pcl, Offer, Asked, Award, Recommendation by Right of Way Director, Concurrence By General Counsel. Multiple rows for data entry.

FOR THE PURPOSE OF SAVING INTEREST DOLLARS:

In the case of an appeal (by either condemnor or condemnee), it is suggested the Iowa DOT General Counsel consider a partial disbursement of funds as follows:

Table with 2 columns: Parcel No., Suggested Disbursement. Five rows for data entry.



OFFICE OF RIGHT OF WAY, 800 Lincoln Way, Ames, IA 50010

10 DAY NEGOTIATION WAIVER

Parcel Number: _____ County: _____

Project Number: _____ Route Number: _____

A property owner has the right to wait 10 days from the date an appraisal is mailed by the acquiring agency to the property owner to commence negotiations as stated in Iowa Code section 6B.45.

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

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

Date : _____

X

X

Acquisition Agent: _____



Office of Right of Way, 800 Lincoln Way, Ames, Iowa 50010

Phone: 515-239-1135
Fax: 515-239-1247
E-mail: @dot.iowa.gov
Web site: iowadot.gov

DATE _____

COUNTY _____

PROJECT _____

PARCEL _____

TENANT/LESSEE OFFER TO PURCHASE & NOTICE OF EARLIEST MOVE DATE

Owner _____

Address _____

Pursuant to federal and state regulations, the Iowa Department of Transportation (Iowa DOT) presents to you the pamphlet Highways and Your Land and submits an offer of \$[click here to enter text.](#), which represents just compensation for your tenant/lease interest in the subject property.

You will not be required to move from your dwelling or move your business, farm, non-profit organization or personal property any sooner than _____, which is at least ninety (90) days from this notice.

If you must move from your dwelling, this notice is based on a potential replacement property being currently available to you. If no *Offer of Relocation Assistance* accompanies this *Offer to Purchase*, you will not have to move earlier than 90 days after information on a currently available property is provided to you.

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

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

By _____
, Acquisition Agent

W-9 Guidelines

12-17-2013

Please follow this link to complete the W-9 information:

<http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>