HIGHWAY DIVISION
PROJECT DELIVERY BUREAU
OFFICE OF RIGHT OF WAY

ACQUISITION AND RELOCATION MANUAL

Revision date: March 22, 2016

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Although not yet formally adopted into Iowa's administrative rules, the Iowa DOT recognizes the October 1, 2014 effective date for amendments to the Uniform Act pursuant to Section 1521 of the Moving Ahead for Progress in the 21st Century Act (MAP-21). This manual has been updated to reflect this most recent federal guidance.

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Chapter 1 Acquisition Unit Policies

1.1 Purpose

The purpose of this chapter is to identify, in broad terms, the most salient policies of the Acquisition Unit, as well as to briefly discuss how these policies are implemented.

1.2 Acquisition Unit Function

The primary function of the Acquisition Unit is to acquire real property by negotiated settlement. Acquisition of real property is authorized by Iowa Code (IC) § 6A.5. This section authorizes the Iowa Department of Transportation (DOT) to acquire real property at its fair market value from parties having legal authority to convey such rights as would be acquired by condemnation. Real property is acquired on a uniform, equitable, and nondiscriminatory basis without regard to an owner or tenant's ethnicity, creed, religion, gender, age, or national origin.

It is the purpose of the Acquisition Unit to ensure that the owner or tenant receives the monetary compensation to which they are entitled and assure the people of the state of Iowa that such compensation is fair and just.

1.3 Just Compensation

The Iowa Constitution requires the payment of just compensation when private property is acquired for public use. As interpreted by the courts, the normal measure of just compensation is fair market value. Fair market value is the cash price which would be arrived at between a voluntary seller that is willing, but not compelled, to sell and a voluntary purchaser that is willing, but not compelled, to buy, both of whom are acting freely, intelligently, at arm's length, and are bargaining in the open market. The amount the acquisition agent offers as just compensation for the property is not less than the amount of the approved appraisal. When an acquisition agent calls on a property owner, the agent can answer questions concerning the highway project and issues affecting the property.

1.4 Negotiated Agreement

In most cases, a purchase agreement regarding the purchase price is reached through negotiation. Although the state is not allowed to offer an amount less than fair market value for a property, there may be particular circumstances or conditions that warrant the state presenting a Revised Offer to Purchase. After agreed-upon terms are reached, the property owner signs a purchase agreement. The Office of Right of Way accepts the purchase agreement for the Iowa DOT after the terms have been approved by the Right of Way director. Purchase agreements with the Iowa DOT are in writing. There is no agreement to perform or to not perform any act except as specifically provided for in the written purchase agreement.

1.5 Notice to Move

If it is necessary for people to move from property the state acquires, they are given reasonable time to move. They are not required to move sooner than 90 days after the state makes the first offer to acquire the property or 90 days from the date that comparable replacement housing is available, whichever is later. The Iowa DOT must give a written notice specifying the date the property must be vacated at least 30 days before the date the move must be completed. The

30-Day Notice is not issued until the property owner has received payment from the state, or, in the case of condemnation, until the state has deposited the money with the county sheriff, as prescribed by law.

1.6 Timely Payment

After the purchase agreement has been approved, a title and closing agent arranges to pay the property owner as soon as possible in accord with the terms of the purchase agreement. The owner may request early payment by contacting the Title and Closing Unit, Office of Right of Way, Iowa Department of Transportation, 800 Lincoln Way, Ames, IA 50010-6993. A Form W-9 must be provided to the Iowa DOT to facilitate agreed-upon payment time frames. A delay of receipt of the Form W-9 could delay payment.

The "Statement of Property Owners' Rights" may be found below and in the booklet *Highways and Your Land.*

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, § 18)
b. An Offer to Purchase, which may not be less than the lowest appraisal of the fair market value of the property (IC § 6B.45 and IC § 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 (IC § 6B.45).
d. An opportunity to accompany at least one appraiser of the acquiring agency who appraises your property when an appraisal is required (IC § 6B.54).
e. Participate in good faith negotiations with the acquiring agency before the acquiring agency begins condemnation proceedings (IC § 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 cannot agree on a purchase price with the acquiring agency (IC § 6B.4, IC § 6B.7, and IC § 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.
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 (IC § 6B.25, IC § 6B.26, and IC § 6B.54(11)).
i. Reimbursement for expenses incidental to transferring title to the acquiring agency (IC § 6B.33 and IC § 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 (IC § 6B.33).
k. At least a 90-day written notice to vacate occupied property (IC § 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 (IC § 316.9 and IC § 6B.42).

The rights set out in this statement are not claimed to be a full and complete list or explanation of an owner's rights under the law. They are derived from IC chapters 6A, 6B, and 316. For a more thorough presentation of an owner's rights, you should refer directly to the IC or contact an attorney of your choice.

Chapter 2 Pricing Policy

2.1 Purpose

The purpose of this chapter is to describe some of the conditions pertaining to pricing during the acquisition process, including establishing just compensation and damage amounts. Also discussed are uneconomic remnants resulting from acquisitions, as well as what the appraisal waiver process entails and how to determine whether an acquisition is complicated or uncomplicated.

2.2 Policy

Article I, § 18 of the Iowa Constitution requires, in part, that "private property shall not be taken for public use without just compensation first being made or secured to be made, to the owner thereof." Article I, § 18 also defines just compensation:

> Just Compensation is expressed in terms of market value and states that the measure of damage is the difference between fair and reasonable market value of the remaining portion immediately after the acquisition, without consideration of any benefits to the property which may be resulted or may result in the future from the proposed improvement. Likewise in the case of total acquisition of property, fair and reasonable market value is considered as the basis for just compensation.

All real property to be acquired that is determined to have a complex valuation process is appraised before the initiation of negotiations. The Offer to Purchase that is presented to the owner is to include the entire appraised value plus any right of way fence or other cost the owner is entitled to. In no case is the owner offered an amount which is less than the approved appraisal of the fair market value of the property.

If necessary, a Revised Offer to Purchase may be made because of design changes, new market information, or valuation evidence obtained from the owner or acquiring agency. The parcel does not need to be appraised when a parcel has a temporary easement or is a small, uncomplicated acquisition and no damages will occur that will not be cured by the construction. Unavoidable, temporary inconvenience during the time of construction is not considered damage in this context. The purpose of the temporary easement purchase agreement is to obtain the owner's permission to enter upon the property and avoid the commission of a trespass. The acquisition agent determines that no damages will be caused by construction in the field.

IC § 6B.14 requires the owner to be paid for all damages sustained by reason of the acquisition of the land and improvements. This IC section also requires the owner or tenant to be paid for any loss sustained to personal property which is damaged, destroyed, or reduced in value. For highway projects, the expenses in reference to personal property are paid as relocation assistance benefits under IC 316.

The appraisal report of properties acquired under the Iowa eminent domain laws is prepared as outlined in the Office of Right of Way *Appraisal Operational Manual.*

2.3 Uneconomic Remnant

The Iowa DOT is required to offer to acquire uneconomical remnant pieces of land under IC § 6B.54(8). The Office of Right of Way *Appraisal Operational Manual* defines an uneconomic remnant as "a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the acquiring agency has determined has little or no value to the owner."

A tract is considered to be an uneconomic remnant when it is not economically feasible to continue the use of this tract by itself or as part of a larger, separated remainder because of its size, shape, access, change of use, or other detrimental characteristics resulting from the acquisition.

This determination may be made during the design, appraisal, or acquisition activities of the right of way process.

The acquisition agent notifies the acquisition supervisor when a potential uneconomic remnant is found. The Right of Way director is informed and the decision regarding whether to offer to acquire the remnant is made, except when the decision would conflict with or compromise the provisions of other federal or state agencies. Approval to buy excess land is subject to clearance from the Office of Location and Environment (OLE), which clears such things as archeological or other items requiring mitigation.

If a remainder or part of a remainder is determined to be an uneconomic remnant, revised property plats are furnished and placed in the parcel file. The file may be returned to the Appraisal Unit for reevaluation and/or reappraisal. In some cases, the additional value may be handled by an Administrative Settlement.

2.4 Right to Renegotiate Construction or Maintenance Damage

There are instances when a property owner expresses concern about unknown damages. The following clause is standard in all purchase agreements and highlights future maintenance and construction damages.

> The buyer hereby gives notice of the seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this purchase agreement as required by the IC § 6B.52.

The IC § 6B.52 provides:

> Whenever property or an interest therein has been taken by condemnation or has been purchased for a public use and a settlement for construction or maintenance damages has been thereafter entered into pursuant to said condemnation or purchase, the owner shall have five years from the date of said settlement to renegotiate construction or maintenance damages not apparent at the time of said settlement. The condemner or purchaser shall give written notice to the owner of such right of renegotiation at the time said settlement is entered into.

Just as importantly, when owners are paid damage in the acquisition process or as a separate matter, reference to the IC § 6B.52 must be made in writing.

2.5 Disclosure of Appraisal Information

Details of an acquisition appraisal and the review appraiser's report are to be discussed in the negotiation process. A copy of the appraisal report and appraisal review must be mailed to the owner 10 days prior to beginning negotiations.

The acquisition agent does not disclose any specific appraisal information except to the owner or their designee, neither before nor after the initial disclosure. Any party other than the owner or their designee requesting appraisal information should be directed to make a public record request, if desired, according to Iowa DOT rules, to the Highway Division Administrator's Assistant at 515-239-1124. Any member of the general public may examine the appraisal information if allowed under IC § 22.7(7).

2.6 Altering of Standard Forms

The acquisition agent must not alter the acquisition forms or other forms without prior approval from the acquisition supervisor.

2.7 Appraisal Waiver Process

The appraisal waiver process estimates fair and just compensation through the use of a Appraisal Waiver Form. The Appraisal Waiver is not an appraisal report.

The Appraisal Waiver is a one-page document used to determine the value for simple, uncomplicated acquisitions when the need for an appraisal report is waived because compensation to the property owner is estimated to not exceed $10,000. This amount is exclusive of payments for cost of tillage, fertilizer, growing crops, agricultural right of way fence, and the legislated twenty dollars per lineal foot of lengthened residential driveway. Although this is not an appraisal and it is therefore not required that the estimator offer the property owner or the owner's representative an opportunity to be present during the property inspection, it is strongly recommended that the offer be made nonetheless.

Upon receipt of the parcel file from the Right of Way Design Section, the appraisal supervisor or designee makes a determination of whether the acquisition should be appraised or if the value should be determined through the use of the appraisal waiver process. This determination is documented by use of the Appraisal Waiver Form. The acquisition supervisor reviews the appraisal waiver determination form for concurrence prior to file assignment.

In order to determine whether an acquisition is uncomplicated, the following questions should be answered:

- Is the acquisition worth over $10,000?
- Is the acquisition anything more than a strip acquisition?
- Are buildings, wells, signs, etc., affected?
- Is the acquisition severing any buildings from the remainder?
- Are trees, shrubs, or any other landscaping features involved?
- Will the proposed right of way line be close to any building after the acquisition in a manner that would require analysis of possible proximity damages?
- Is access to the property changed or limited?
- Is the current highest and best use of property going to be changed as a result of the

acquisition?

- Does a significant amount of the total compensation involve items other than land value?
- Is more land than is actually needed being acquired (such as a landlocked or uneconomic remnant)?
- Are there any other considerations that complicate the valuing of this parcel?

If the answer to any one of these questions is "yes," the acquisition could still be considered an uncomplicated acquisition.

A single "yes" answer would necessitate further analysis to determine whether the indicated situation complicates the acquisition and thus requires the acquisition to be appraised.

Multiple "yes" answers would indicate that the acquisition may or may not be considered to be uncomplicated and must be appraised.

This list of questions is not intended to be all-inclusive. The key to using this method of determining compensation is by ascertaining whether the impact of the acquisition is minimal or can be easily measured by its cost to cure and that the value of the land acquired plus any damages to the remaining property does not exceed $10,000.

If, during negotiations, the acquisition agent finds factors that were unknown at the time of the appraisal waiver that might complicate the valuation, the agent discusses the acquisition with the project agent. If the project agent determines the valuation is complicated, the file is returned to the production coordinator to be appraised.

Chapter 3 Basis of Value

3.1 Purpose

The purpose of this chapter is to describe how the value of an acquisition site is determined and who the persons responsible are for overseeing the administrative approval of an appraisal waiver package. Also discussed is what paperwork is to be included in the acquisition file and who is responsible for obtaining it, as well as who is responsible for overseeing the process of front ending.

3.2 Determining Basis of Value

All items of acquisition are to be listed on the Appraisal Waiver Form, including those items which have zero compensation value. Access control, when being acquired, should be listed as "access rights" under "Damages" to remaining property on the appraisal waiver form.

The basis for land value estimates is determined by any one of the following:

- An agent may identify at least one specific sale of a similar property in the general community. This sale must be identified so that the reader can locate the property. Sales price per comparable unit must also be stated.
- An agent may interview local real estate brokers, bankers, etc., to ascertain listing adjustments. Names of the persons interviewed and the city in which they are located must be reported. Appraisals of similar property on the same project are a good guide to value. Interviews with local realtors or auctioneers can also be a source of information.
- When no compensable items are present, an agent may make a minimum payment of one hundred dollars to the landowner. This item should not be used in conjunction with any compensable items.

3.3 Administrative Approval

There must be an administrative approval of the appraisal waiver package by someone other than the person determining the value. Administrative approval may be granted by the acquisition supervisor or the production coordinator. This review and approval prevents gross inconsistency on a project and ensures there has been an adequate investigation of the local market to support the value. The acquisition agent has the project agent review the basis of payment before presenting the appraisal waiver package to the landowner. The project agent reviews and approves the Appraisal Waiver Form to confirm the acquisition agent has proceeded with the concurrence of the project agent.

An appraisal waiver package consists of the following:

- Appraisal Waiver Form
- Plat and summary sheet
- One or more pictures of the acquisition
- Documentation of evidence of value

3.4 Determining Title and Providing Addresses

The acquisition agent reviews the accuracy of the existing title information. It is the agent's

responsibility to secure any paperwork required to clarify any discrepancies in the title work. The acquisition agent is responsible for obtaining the notarized signatures of all parties with interest in the property being acquired. The acquisition agent must also secure all mailing addresses of affected parties. While negotiations are to be initiated promptly after expiration of the 10-day notice period, no contact is made until the agent completely understands the acquisition and its effect upon the property, the appraisal report, the Offer to Purchase, and the title requirements.

3.5 Report of Record Ownership and Liens

Each parcel file should contain a Report of Record Ownership and Liens that is prepared by a local abstractor or Iowa DOT employee. If there is no Report of Record Ownership and Liens, the acquisition agent must determine ownership by courthouse research. Acquisition agents must identify the fee owner, the contract purchaser (if there is one), the mortgage holders, and any lien holders or easement rights possessed by others.

If the Report of Record Ownership and Liens is more than six months old, the acquisition agent may request a Recertification from the production coordinator or, if directed, complete a new Report of Record Ownership and Liens. Ownership data obtained or confirmed by the acquisition agent through a personal title search is to be reported in writing by referring to recording data and, if possible, a copy of the appropriate recorded document is to be included in the file.

Items to be checked:

- Transfer of title to the property
- Partial sale
- Land contract sale (also contract assignments)
- Mortgage or lien
- Foreclosure
- Bankruptcy
- Death—estate of one or more of the owners
- Probate
- Life estates
- Taxes—current
- Easements—utility, ingress/egress

The acquisition agent recertifies the Report of Record Ownership and Liens using the following guidelines.

3.5.1 No Changes

When there is no change in the information reported on the original report, write "no change" and date and sign the report.

3.5.2 Minor Changes

When there has been a change in the original information reported, list all changes and attach copies of the instruments documenting those changes. Sign and date the report.

3.5.3 Partial Conveyance of Original Parcel

Recertify that portion of land remaining in the name of the person(s) originally reported as the title holder(s). The Certification should provide the book, page, and/or instrument number of the subsequent conveyance of title on the recertified report.

Make a new report on the land conveyed from the original parcel. Check for a subdivision plat and get a copy if applicable. Sign and date the report.

3.5.4 New Owners

Void the original report but retain for the file. Make a new report on the land conveyed. Sign and date the report.

The acquisition agent may request assistance from the Title and Closing Unit when the property is owned by an estate or trust; there are contingent or future ownership interests; several owners reside in different states or different countries; bankruptcy, foreclosure, or partition proceedings are pending; or when neither the agreement payment nor the value of land remaining after the acquisition appears to be sufficient to pay outstanding liens or encumbrances. Assistance must also be sought when the state's ability to obtain merchantable title by agreement is, or may become, in doubt, and when there is doubt concerning who the owners and interest holders are and whether the state can obtain merchantable title by agreement. In those instances, the acquisition agent needs to inform the landowner(s) or tenant(s) that it may be necessary for the state to acquire the title through condemnation proceedings. Under these circumstances, the acquisition agent identifies all owners and interest holders and verifies their names and addresses.

3.6 Front Ending

This practice allows for quicker possession of property and a more timely payment to the property owner by having the acquisition agent present deeds or easements in addition to the purchase agreement.

The following procedure for front ending serves as a guideline, not a rule. As different situations arise, exceptions may be made.

Files received from the Appraisal Section are directed to the production coordinator.

The production coordinator:

- Reviews the file for missed personal property/relocation items;
- Checks the report of liens for age. If the report is older than six months, the coordinator requests that the acquisition agent update the report in the field;
- Updates project scheduling system (PSS) information and delivers the files to the appropriate acquisition agent; and
- Coordinates acquisition agents' requests with other section coordinators.

After notification, the project agent orders plans, cross-sections, and strip maps from Right of Way Design, thus becoming acquainted with the project.

The acquisition agent:

- Reviews the title, design summary, and appraisal report, and reports to the project agent;
- Locates contract information and creates appropriate documents, which include two copies of the purchase agreement and two Breakdowns. Payment dates are generally assigned on a case-by-case basis. However, if the acquisition is valued under $25,000 and has a reasonably clean title (one mortgage), payment may follow 30 days after buyer approval. If the acquisition is over $25,000, payment may follow 45 days after buyer approval;
- May elect to mail the appraisal report and appraisal review to the seller at this time;
- Forwards all completed documents to the project agent, who checks for accuracy; the project agent then forwards the file to the production coordinator; and
- The production coordinator updates the PSS to reflect the date the project was delivered to Title and Closing.

3.6.1 Title and Closing Front End Procedure

After Title and Closing has completed the closing documents, the file is returned to the production coordinator, who forwards the file to the appropriate acquisition agent.

The acquisition agent reviews the file, makes corrections or changes as noted, and may then move forward to meet with the owners to complete the negotiation.

Chapter 4 Initiation of Negotiation for Parcels that Have Been Appraised

4.1 Purpose

The purpose of this chapter is to describe specifically the procedure for negotiating an acquisition, including a detailing of all paperwork that is necessary to complete in order to properly pursue the negotiation. In addition, it explains the waiting periods that are in place throughout the process, which are meant to protect property owners.

4.2 Beginning Negotiations

The production coordinator should notify the district engineer prior to the beginning of negotiations for each new project. This is the time to make the district engineer aware that negotiations are beginning.

Acquisition on a project begins when the acquisition supervisor mails the appraisal report to each affected property owner and each major leaseholder of property to be acquired. This appraisal report and appraisal review is sent by regular mail at least 10 days prior to the date of the first personal contact, as required by IC § 6B.45.

The appraisal report includes an itemization of the appraised fair market value of the real property or interests therein, any buildings thereon, all other improvements, severance damages, and loss of access. It may also include any change in the market value of leasehold interest, if applicable.

4.3 Offers

All written Offers to Purchase must be dated and signed by the acquisition agent; the original is given to the seller and a copy to the file. The Offer to Purchase—Appraisal Waiver is used when the appraisal waiver process is utilized.

4.4 Revised Offers

Whenever the acquisition is revised due to design changes or valuation changes, there is a personal contact to present a written Revised Offer to Purchase. Such Revised Offers to Purchase must be made on the Revised Offer to Purchase Form, except when the acquisition has been changed from a partial to a total acquisition. In that case, a new Offer to Purchase is provided. The use of this Revised Offer to Purchase may affect the original 90-Day Notice if the acquisition is changed to include an owner-occupied home.

When the fair market value is revised solely on the basis of new appraisal data and the acquisition is not changed, the owner is informed and a Revised Offer to Purchase is presented in writing.

All Revised Offers to Purchase must be dated and signed by the acquisition agent, with the original Offer to Purchase given to the seller and a copy to the file.

If any of the above revisions are based on a new appraisal, the new appraisal may be hand carried to the property owner. The mailing of the new appraisal and 10-day waiting period is not necessary.

4.5 Proof of Notice

The agent makes sure there is proof that the 10-Day Notice has been sent by copying the letter to the file. The agent ensures negotiations do not commence on a parcel until the statutory 10-day time period has elapsed or the owner has waived the 10-day requirement.

If it becomes necessary to make contact during the 10-day period, the property owners must be told of their rights to defer negotiations. The 10-day waiver form must be signed by the owner. The agent must also write the reason for the request to waive the 10-day period in the contact report.

The acquisition agent must promptly contact each owner and tenant on all parcels and make an Offer to Purchase the property to be acquired. Contacts are made in person whenever possible. At the first personal contact, the agent offers the property owner or their designated representative, in writing, the established just compensation, which is not less than the amount delineated in the approved appraisal report.

The acquisition agent provides each owner and tenant the following materials during the first negotiation contact, regardless of whether the contact is in person or by mail:

- A signed and dated Offer to Purchase and Notice of Earliest Move Date, a copy of which is retained in the electronic file
- The right of way brochure, *Highways and Your Land*, which includes the "Property Owners' Statement of Rights"
- Offer of relocation assistance, if applicable
- Copy of the Appraisal Waiver, if applicable
- Groundwater hazard explanation sheet
- Form W-9, request for Taxpayer Identification Number, and Certification
- Purchase agreement

4.6 Offer to Donate

IC § 6B.54 provides for the owner of a property to donate part or all of the owner's interest to the state:

> A person whose real property is being acquired in accordance with this chapter, after the person has been fully informed of the person's right to receive just compensation for the property, may donate the property, any part of the property, any interest in the property, or any compensation paid for it, as the person may determine.

This right to donate is highlighted in the booklet *Highways and Your Land.*

When an owner decides to donate the property or part of the property, the following is added to the purchase agreement:

> The seller acknowledges entitlement to just compensation based upon the buyer's approved appraisal report of the property described on page one of this agreement. Nevertheless, the seller desires to donate the property as allowed in IC § 6B.54. The seller agrees to and is responsible for all taxes due up to and including the date of possession.

If additional or different language is needed, discuss the issue with the acquisition supervisor.

The payment amount on page one of the purchase agreement is shown as -0-, and the title and closing agent prepares the transfer document accordingly.

In no case should a property owner be pressured, intimidated, or otherwise instructed to donate or not to donate the property to the state.

4.7 90-Day Notice and Right to Payment

Standard forms of purchase agreements all specify that the state acquires the right of possession of the premises per the terms of the agreement. It is essential that the date for surrender of physical possession or vacating the premises be established precisely and made a part of the terms of the purchase agreement. The written offer must state:

> You will not have to move any sooner than [insert specific date], which is at least 90 days after information on a currently available property is provided for you.

4.8 Plan Revision Requests

The project agent is responsible for coordinating all requests for design revisions that arise out of the acquisition process. The project agent prepares and delivers design revision requests to the Right of Way Design Unit. There is a design revision request whenever the agreement obligates the Iowa DOT to acquire additional land, make changes in the design, or when the ownership of the parcel has changed. The acquisition agent may perform these tasks under the direction of the project agent.

Chapter 5 Tenants

5.1 Purpose

The purpose of this chapter is to describe the procedure for acquiring a tenant-occupied site and how to negotiate acquisition with both a tenant and property owner in such case. This includes situations in which the tenant is a crop share tenant and when a major leasehold is involved.

5.2 Tenant Agreement

Tenants are contacted promptly after the first contact with the landowner. If contact is not made with the tenant within 15 days, the acquisition agent must note in the Record of Contacts the efforts that have been made to contact the tenants as well as the dates of those efforts.

The tenant agreement is used with the lessee when the property is held under a bona fide lease from the fee owner. It consists of a release or relinquishment of any rights that the tenant may have in the right of way being acquired. The state is released from any liability regarding the acquisition insofar as the seller's leasehold rights are concerned. When signed by the lessee, this agreement gives possession of the right of way per the terms of the agreement. The seller is not required by agreement to surrender possession of the premises for 90 days from the date of the offer.

The tenant agreement follows the same general pattern as the partial acquisition agreement and the total acquisition agreement relative to the identification of the agreement and the identification of the parties thereto. The lessee is always the seller. The description of the right of way taken and the access control clause is ordinarily the same as written in the fee owner's agreement.

5.2.1 Listing Damage Items

On agricultural tracts, the payment to the tenant may consist of reimbursement items such as planting, tillage, or fertilization costs lost due to the acquisition. The general policy is to list in the agreement the items within in the total lump sum.

Examples:

The premise includes: Field preparation, such as plowing, disking, fertilizing, and seeding.

The premise includes: The seller's right, title, and interest in and to all buildings, improvements, and their appurtenances, including fencing.

The premise includes: Business fixtures, counters, and freezers.

The premise includes: Carpet, cabinets, air conditioner, and stove.

5.2.2 Erosion and Crop Policy

When the acquisition of a growing crop is involved, its destruction may not be necessary before

it reaches maturity. The usual procedure is to write an agreement reserving the crop to its owner. This provides that any crop destroyed by construction will be paid for in addition to the lump sum payment specified in the purchase agreement. This crop lump sum is determined by the current commodity rate multiplied by bushels per acre. Bushels per acre are usually supplied by the owner and verified at the local Farm Service Agency or Iowa State University (ISU) Extension Services.

When writing a tenant agreement involving a payment contingent upon the loss of crops, the acquisition agent must be informed of the terms of the lease between the fee owner and the tenant. If it is a crop share lease, the owner's share cannot be paid to the tenant but must be taken care of by a contingent crop damage clause included in the owner's purchase agreement.

5.2.3 Tenant-Owned Buildings, Structures, or Other Improvements

Tenant-owned buildings, structures, or other improvements include only that property which would be considered real property if owned by the fee owner. This includes trade fixtures, which are appraised as real estate by the appraiser.

The appraiser obtains a copy of the lease and identifies and obtains an agreement regarding the ownership of tenant-occupied buildings, structures, or other improvements. If the appraiser cannot secure such an agreement, the property is appraised as any other tenant-occupied parcel.

The acquisition supervisor sends separate appraisals to the landowner and the tenant. The cover letter contains a statement that the offer is for the property identified in the disclaimer agreements between the landlord and tenant.

The acquisition agent negotiates separately with the fee owner and the tenant for their separately held interests. If, during negotiations, either party asserts a claim in any interest owned by the other, separate negotiations cease, the property is acquired as a single parcel, and the following leasehold agreement clause should be added:

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

This agreement also applies to and binds the legal successors in interest of the lessee if 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. The 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 the highway. The lessee further agrees to pay all liens, assessments, taxes, and encumbrances for which the lessee may be liable as tenant against any property sold to the buyer.

The buyer makes all payments payable to the lessor and lessee, and the lessor and the lessee agree to make any necessary divisions of the proceeds.

5.3 Major Leasehold Interests

Major leaseholds may exist when the lessee's interest cannot be easily separated from the owner's interest at the time of valuation. There may also be a major interest where the lessee's claims in the property are such that when valued, the total sum is greater than the market would pay for the property and improvements if sold as one unit.

Stated another way, a major leasehold may exist any time there is not a clear division of interests between the lessor and the lessee.

The appraiser may or may not have the division determined and a value for each determined. The owner/tenant agreement or relationship may have changed after the time of meeting with the owner for appraisal purposes.

It is important for the acquisition agent to meet with the lessee as quickly as possible after meeting with the owner. If there is disagreement between the owner and tenant (or lessor and lessee), the sooner the differences can be determined, the better the chance there is of all parties coming to a mutual agreement.

It is the policy of the Office of Right of Way for all parcels involving major leaseholds that no agreement is accepted from a lessor unless an agreement is obtained from the lessee as well. Neither lessee nor lessor is condemned separately; both are joined in a single condemnation.

This policy does not normally apply to minor tenant interests, such as 30-day cancelable leases. It normally does not apply to year-to-year agricultural tenants. This policy applies to minor leaseholds in all cases where the acquisition agent has notice that one party or the other is seeking what appears to be an excessive award.

An illustration of this would be a case in which a son is the agricultural tenant of his father, with no written lease, and the son claims a long-term tenancy with a rental advantage. Another similar illustration would be a situation in which one business has the same or similar officers in the landlord corporation as those in the tenant corporation or company. The acquisition agent's Record of Contact notes should carefully mention such circumstances so double payments may be avoided. The following clause must be added to major leaseholder purchase agreements:

> 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 subject of eminent domain proceedings.

This agreement also applies to and binds the legal successors in interest of the lessee if 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. The lessee agrees to surrender possession of the premises per the terms of the 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 the highway. The lessee further agrees to pay all liens, assessments, taxes, and encumbrances for which the lessee may be liable as tenant against any property sold to the buyer.

The buyer makes all payments payable to the lessor and lessee, and the lessor and the lessee agree to make any necessary divisions of the proceeds.

The following procedures are applied to all major leasehold situations and to tenant-owned improvements when there is no agreement regarding the ownership of the improvements:

- A single, total offer is made to both the lessee and the lessor. The appraiser suggests an allocation of this offer between the lessee and lessor, but the suggested allocation is not binding for negotiation purposes. The acquisition agent may attempt to have both the lessee and lessor agree on the correct allocation of the proceeds based on the terms and conditions of the lease arrangement. These terms may change during the course of negotiations.
- Both the lessee and lessor are expected to sign the same acquisition agreement that acquires or extinguishes both their interests in the property acquired. The funds may be divided as mutually agreed upon by the terms of the agreement.
- No agreement is accepted unless it extinguishes all interests on a parcel. Each agreement contains a clause stating: "If either the lessor or the lessee elects not to enter into this agreement, then this agreement shall be considered null and void and all interests shall become the subject of eminent domain proceedings."
- There are no exceptions to this procedure unless the project agent recommends negotiations on a different basis and these written recommendations are approved by the acquisition supervisor or the Right of Way director. All such recommendations are made part of the file.
- Tenant improvements are considered a separate ownership and entitled to a separate Offer to Purchase.

Chapter 6 The Function of the Acquisition Agreement

6.1 Purpose

The purpose of this chapter is to describe the main objectives of the acquisition agreement and some of the common clauses included in them. It also discusses the procedure for negotiating through Administrative Settlement and details the required contents of records of contact. In addition, this chapter lists some of the common features of acquisition sites that affect the acquisition process.

6.2 Policy

The Office of Right of Way strictly adheres to the policy that all acquisition agreements are in writing, thus avoiding oral agreements and verbal obligations or commitments.

One of the acquisition agent's basic objectives is to obtain an agreement that pays just compensation for the property or property rights acquired. Another, equally important objective is to assure the Iowa DOT that each property owner understands the acquisition and has accepted the amount agreed upon as full payment for all items upon which the offer is based. When necessary, in order to avoid misunderstandings concerning what is being acquired, the acquisition agent identifies items or property being acquired or damaged and uses or drafts special clauses to clarify the terms of the agreement and the effect of the acquisition. There should be no blank or open spaces left in the agreement.

For this same reason, once an acquisition agreement has been signed by the seller, it is not altered without the approval of the seller. All alterations to signed acquisition agreements are initialed and dated by the seller and acquisition agent. When negotiations are conducted by mail or telephone, the seller may be authorized to alter the terms of the original offer, subject to approval of the acquisition agent. The acquisition agent approves, initials, and dates all agreement alterations made by the seller prior to submitting the agreement for acceptance and payment by the Iowa DOT.

6.3 Verbal Agreements Eliminated

All acquisition agreement forms contain the following clause, which eliminates the possibility of verbal agreements:

> This written contract 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.

This clause is never to be deleted from any purchase agreement. Verbal agreements that are not made a part of the purchase agreement, as written, are not enforceable by either party.

6.4 Court Approval in Guardianships and Conservatorships

Standard forms of purchase agreements contain the clause:

> If title to the property is or becomes an asset of any estate, trust, conservatorship, or guardianship, the seller agrees to obtain court approval of this agreement, if deemed necessary by the buyer's attorney.

When the Report of Record Ownership and Liens shows a title to be, in fact, an asset of an established guardianship or conservatorship, etc., the purchase agreement should contain the following clause:

> The seller agrees that [e.g., John Doe as guardian for the guardianship of minor son] shall proceed promptly and diligently to bring the matter of the approval of this agreement to the court for hearing.
>
> The buyer agrees to pay court costs and legal expenses incurred in obtaining such approval as a cost incident to the transfer of the premises, but not to exceed the amount of $_____ for this purpose.

When a compensable interest in land is owned by one under legal disability and no legal guardian has previously been appointed, additional legal procedure is necessary in order to obtain a conveyance of the property. It may be that the state will have to secure this appointment, in which case the Office of the Attorney General handles the matter. However, if a parent, relative, or another party involved in the transaction is willing to agree to handle this matter, the agreement may be drawn as follows:

> The seller agrees to secure the appointment of a legal guardian or conservator for_____. The seller agrees to proceed promptly and diligently to bring the matter of such appointment and such approvals for hearing for court approval. The buyer agrees to pay court costs and legal expenses incurred in obtaining such appointment and such approvals as a cost incident to the transfer of the premises, but not to exceed the amount of $_____ for these purposes.

In these cases, when a minor's share of the proceeds of an acquisition is less than $1,000, the signature of a parent on the agreement may be accepted. However, the title must be passed by a guardianship and the agreement includes the costs incurred.

6.5 Administrative Settlement

After an offer is made on the original appraisal obtained by the state, there may be market factors that have taken place which affect the value of the subject property. Some of the factors that could increase land values are: recent sales, a change in the highest and best use, or damages not considered by the appraiser. In addition, the property owner may present an acceptable appraisal based on a different approach than the one used by the state's appraiser. If any of these or other factors lead to a conclusion that a higher value is warranted, an Administrative Settlement may be used.

When making an Administrative Settlement Recommendation, the acquisition agent gives due consideration to the overall effect of the recommendation on the project or projects in the area. The project agent concurs with all such recommendations submitted by the acquisition agent who obtains the signature of the owner on an agreement for the Revised Offer to Purchase. The recommendations give consideration to all information, facts, and circumstances of the parcel that support the acquisition agent's recommendation. They are in writing and are signed by the acquisition agent.

The acquisition agent's settlement recommendation notes the appraiser's opinion of value and the determination of the state's reviewing appraiser. In the preparation of the recommendations, the acquisition agent states those facts that differ from or which were omitted in the appraisal or

file, the amount or amounts at issue and, where applicable, the nature of the interest represented and the persons involved. Settlement recommendations contain an analysis of the vulnerability of the Iowa DOT in litigation. The acquisition agent may note recent physical improvements, developments, or market sales in the area; recent awards by compensation commissions of similar properties in the same area; the range of the Iowa DOT's probable testimony; and, where applicable, the opinion of the Iowa DOT's legal counsel. Settlement recommendations are not approved simply to avoid a threat by a landowner or their attorney or representative.

All settlement recommendations contain a closing statement to the effect that "this settlement is made in the best interest of the public." The original of the approved settlement recommendation is sent to the Title and Closing Unit along with the acquisition agreement for payment.

6.6 Payment Variances

In most cases, when payments in excess of the appraised value plus right of way fence are made, an Administrative Settlement is used. However, there are matters that may be settled without using that form. When there are items such as a minor design change that adds or decreases fractional acreage without increasing or causing damage to the property, the value can be added or subtracted from the total payment as long as the reason and basis of value determination is well documented in the file notes. This may be done either by writing a separate note or detailing the situation in the property owner contact report.

As a general rule, if additional damages are required due to a design change, the damage value should be determined by an appraiser or review appraiser. In those cases, the appraiser or review appraiser must provide a written basis for the valuation change.

6.7 Record of Contacts

The acquisition agent is responsible for providing on the acquisition Record of Contacts Form a detailed written report of each contact made with the owner or tenant, whether the contact is in person or by phone.

Each report must contain a minimum the following information:

- Project number
- Parcel number
- Date of contact
- Place of contact
- Type of contact (in person or by phone)
- Name, address, email address, and telephone number of the person contacted
- Special instructions, if necessary, for locating that person
- Names of all other persons present
- Names, addresses, and phone numbers of attorneys or other representatives
- The initial contact report should state: "I presented the folder that contained the booklet *Highways and Your Land,* the Groundwater Hazard Statement, the Offer to Purchase, and the purchase agreement."
- Main points discussed and commitments made by acquisition agent
- Principle objections to the Offer to Purchase

- Whether the Offer to Purchase was accepted or rejected
- Description of any special features of the Offer to Purchase, acquisition, or interest holder which might have bearing on the outcome of a condemnation or trial
- Requests made by interest holders, and the acquisition agent's reaction to those requests
- Names, addresses, and phone numbers of persons other than those shown of record who claim or assert an interest in the property to be acquired
- Necessary, special instructions for closing, relocation, or property management functions
- All emails and written communication in the parcel file
- Acquisition agent's signature and date
- Legibly typed or handwritten contact records
- The acquisition agent's conclusions as a result of the contact; these notes should be factual, to the point, and should not contain editorial comments

6.8 Archaeological, Historical, or Gravesites Within Proposed Right of Way

Any indication of the existence of an archaeological historical site or gravesite within a proposed right of way acquisition is reported immediately to the acquisition supervisor. The acquisition supervisor notifies the director of OLE of the location of the site. The director of OLE makes arrangements to have the site investigated.

6.9 Abandoned Wells, Underground Tanks, Burial Sites, and Contaminated Sites

Any indication of the existence of underground tanks or sites contaminated by toxic or hazardous materials within or adjacent to the proposed acquisition is reported immediately to the acquisition supervisor, who requests an on-site investigation and proper testing of the area. No acquisition of that parcel occurs until final clearance is obtained.

Any abandoned well in the proposed acquisition area is identified as to location. A design revision is then prepared to ensure placement of the well on the construction plans. The acquisition of the abandoned well must be made part of the acquisition agreement.

Where debris such as old tires, scrap metal, chemical and paint cans, burn piles, aboveground fuel storage tanks, or other possible contaminants or debris is stored or disposed of on the land to be acquired, the following clause is inserted in the purchase agreement:

> It is understood and agreed by the seller, that debris described as, but not limited to: [insert description of debris] located on the premises described and sought herein, will be removed by the seller prior to the possession and conveyance date shown on page one of this agreement.

It may be appropriate to withhold a sum of money (10 percent, for example) on the agreement to ensure compliance.

6.10 Taxes

Often, during the acquisition process, the acquisition agent is asked questions concerning capital gains or income tax. These questions should be answered for the owner by their attorney or whoever assists them in preparing their tax forms. Property taxes are the responsibility of the seller until surrender of possession.

6.11 Owner Represented by Counsel

When property owners do not desire to enter into negotiations but designate an attorney or some other person to act for them, the acquisition agent attempts to purchase the property through this representative. No further negotiations are undertaken except through the attorney or the authorized person. However, copies of any written correspondence to the attorney should be sent to the owner.

If property owners subsequently inform the acquisition agent that they are no longer represented by counsel, it is necessary to get such notification in writing before continuing the negotiations with the owner. The acquisition agent keeps detailed records of the attorney/client relationship during negotiations.

6.12 Conflict of Interest

Any acquisition agents with a past, present, or contemplated personal, family, ownership, or business relationship with any owner or tenant on property being sought by the Iowa DOT immediately recuses themselves as the negotiator for that property.

Chapter 7 Standard Forms of Purchase Agreements

7.1 Purpose

The purpose of this chapter is to discuss in detail the different types of purchase agreements that are used for site acquisition and how to describe the premises to be acquired in any such agreement. This chapter also identifies the policies pertaining to purchasing buildings with a right of way and the continued carrying of insurance on a property after negotiations are completed, along with the associated clauses that would be included in the purchase agreement.

7.2 Standard Types of Acquisition Forms

The Office of Right of Way is currently using the following standard types of acquisition forms:

7.2.1 Partial Acquisition Agreement

This form is adaptable to most real property purchases. This agreement, along with an attached plot plan or a copy of the land surveyor's plat, is used for all partial acquisitions, including acquisition of access.

7.2.2 Total Purchase Agreement

This form is designed for the purchase of both urban and rural properties. This form, along with an attached full legal description, is used when the entire property is being acquired.

7.2.3 Tenant Agreement

This form is used for purchase of the leasehold interests of a tenant on property that is being acquired on a separate purchase agreement from the fee owner. This form, along with an attached plot plan or a copy of the land surveyor's plat, is normally used when a nominal payment is made for a tenant release on farm property. It is adaptable to either a total or partial acquisition.

7.2.4 Tenant Agreement Short Form

This form is used for purchase of the leasehold interests of a tenant on property that is being acquired on a separate purchase agreement from the fee owner. This form is to be used only when acquiring a tenant-occupied house.

7.2.5 Access Control Only Agreement

This form may be used when the only right being acquired is access control. This form does not include temporary easements or other kinds of property rights.

7.2.6 Temporary Easement Agreement

This form is only used for the purchase of a temporary easement upon private property to do work during construction. It is not used in conjunction with the acquisition of land or any property right. Temporary easements are released by the resident construction engineer when the work

specified in the agreement has been completed.

7.2.7 Mobile Home Acquisition Agreement

After the relocation agent has met with the owner regarding the purchase of the mobile home and discussed any relocation benefits that may apply, the acquisition agent prepares a purchase agreement that clearly identifies all ownership interests and all real or personal property to be acquired. The Title and Closing agent obtains the mobile home tax lien clearance from the county treasurer. If liens were filed on the title, a determination is made prior to closing any land transaction that may have been acquired with the mobile home.

The property management agent takes possession after delivering payment and obtaining the title to the mobile home.

Items of importance:

- The agreement should contain a complete list of all items that are to be acquired as a part of or in addition to the mobile home.
- A clause identifying the Vehicle Identification Number (VIN) should be included in the agreement.
- An insurance clause protecting the state's interest should be included in the agreement.
- If the acquisition agent obtains the title certificate, it should not be signed by the owner.
- The payment for the mobile home should be separate from the real estate payment.

7.3 Description of Premises

An accurate description of the property to be conveyed must be written if a survey plat is unavailable or the plot plan is not suitable. Regardless of the method to be used in the description, all standard forms of purchase agreements must give the general location of the property by writing in the "1/4 1/4" and "Section" and parts of "Section," "Township," "Range," and "County" or by writing in the "Lots," "Block," and "Subdivision," in accordance with the US government land survey. This information is required by the county recorder for indexing and may be written in different ways, depending upon the particular circumstances. If the entire property is to be conveyed, the best method is to describe it exactly as it is shown in the owner's recorded deed. Examples are as follows.

In rural property, this usually appears as a subdivision of a section, such as:

> The East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section_____, Township_____ North, Range_____ West of the 5th P.M. in_____ County, Iowa.

It may, however, occasionally be a metes and bounds description, in which case it is necessary to be very careful to use the exact description verbatim.

Urban properties are usually described by giving the lot and block numbers in the addition or a subdivision, with reference to the recorded plats of the city, such as:

> Lot_____, block_____, in_____ addition to the city of_____, Iowa.

Long and complex descriptions may be photocopied from the deed and recopied to the

agreement if they are neat, clean, and legible. A second way to deal with long and complex deed descriptions may be in the following manner; however, this method should be used only with the recommendation by a title and closing agent:

> The premises located in (1/4 1/4 Sec. TWP Range) or (Lot Blk. Subdivision), as described in a certain_____ deed, dated_____ and recorded in the County Recorder's Office on [date] in Book_____, Page_____, as instrument no._____.

On partial acquisition agreements, the preferred description is a survey plat. In lieu of a survey plat, a plot plan may be attached to the agreement and the following clause included in the agreement:

> The Right of Way Design plot plan, attached as page_____ of this agreement, graphically illustrates the proposed acquisition area. It is understood and agreed that the registered land surveyor's plat, which will be attached to the future conveyance document, will supersede and replace this plot plan as the accurate and correct plat of the land being conveyed. Should the land surveyor's plat indicate a slightly greater acreage or square footage to be conveyed than that shown on page_____ of this agreement, the payment due the seller will be increased accordingly and shown on the future conveyance document. The seller hereby waives any increased payment of less than fifty dollars.

7.4 Improvements Purchased with Right of Way

When there are buildings and/or improvements located upon the purchased real property that have been acquired with the land, a clause identifying these items is written in the agreement following the description of the land:

> The premises to be acquired include all buildings and permanent improvements located thereon, including, but not limited, to: [list all improvements and their locations].

7.4.1 Improvements Reserved Back to Seller

IC § 6B.44 enables an owner to elect to retain and remove the buildings or improvements located on the real property. The following clause is used:

> The_____, located_____, is/are reserved to the seller. The seller agrees to remove said item(s) from the premises on or before_____. Should the seller fail to remove said item(s) by said date, they shall become the property of the 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 one of this agreement for the seller's salvage rights for said item(s). The 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). The seller indemnifies and saves the buyer harmless for all salvage activities and agrees to leave the salvage area in a safe, workmanlike manner.

In this case, the listing in the clause must cover all reserved buildings or improvements in detail as to number, type, and present location. Where there are buildings not included in this reservation, the state proceeds to sell or otherwise dispose of them.

7.5 Insurance

When purchasing buildings, owners may have insurance on their improvements. If they do carry insurance, it is required that they continue to keep their insurance current until the surrender of possession. Therefore, it is recommended to add the following three clauses to the purchase agreement. (In such cases where owners elect to not have insurance, the following clause should still be added to the purchase agreement, but should be struck out within the agreement, showing that the owner has elected not to continue to carry insurance.)

7.5.1 Hazard Insurance

The following clause is used where possession of buildings and improvements is to be reserved to the seller.

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

Use present policy limits of the seller's present fire insurance policy.

7.5.2 Protection of the Premises and Public

The following clause is used in all acquisition of buildings:

> The seller shall protect the premises from damage and shall prevent injury to people. The seller shall make all repairs to the heating system, roof, electrical system, doors, windows, and equipment necessary to maintain the premises in a safe operating condition to prevent damage to the premises and to avoid injury to all occupants, guests, and the general public. The 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 the seller's continued possession and use of the property.

7.5.3 Insurance Carrier Information

The following clause is used in all acquisition of buildings:

> The seller agrees to maintain existing liability insurance for loss or damage to the property or for personal injury arising out of the seller's continued possession or use of the property.
>
> Seller's insurance agent and carrier:_____ Policy number:_____ Address:_____

7.5.4 Relocation Assistance Assurance

The following clause is added to all purchase agreement forms when relocation is involved:

> By signing this agreement, the seller does not jeopardize their right to relocation assistance benefits for which they may be eligible under law.

7.6 Purchase of Access Rights

As the acquisition agreement is being prepared, the acquisition agent should become familiar with the access control page (letter) that is part of the final right of way design plans. This helps prevent errors.

In the cases of partial acquisitions, all purchase agreements and tenant agreements provide for the purchase of all access rights to the proposed highway from that portion of the property remaining which abuts on the proposed highway. The partial acquisition agreement and the tenant agreement forms contain an access phrase following the reference to the general location of the property.

One or more of the following access statements are to be used when appropriate:

> The 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.
>
> 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 accordance with the buyer's right to regulate, restrict, or prohibit such access as set forth in the IC 306A and is binding on the sellers' heirs, successors, and assigns.

> It is understood and agreed that the right of access granted in a certain warranty deed 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 accordance with the buyer's right to regulate, restrict, or prohibit such access as set forth in the IC 306A and is binding on the seller's heirs, successors, and assigns.

> It is understood and agreed that the right of access granted in a certain warranty deed recorded in the_____ County Recorder's Office on_____, in book_____, page _____, is amended as follows:
>
> > Access at Sta._____, on the_____ side, is eliminated.
> >
> > 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.

When there is an established access location at a local road connection with an access controlled highway, that access point is listed on the agreement. Please use the following statement, when appropriate, under item (1b) of the purchase agreement:

> Access from the seller's property to [Highway 00] will be via local road at Sta.00+00, _____ side.

The term "local road" in this manual does not mean or include access ways or frontage roads. Access points do not appear on contracts when access is available by way of an access way or frontage road.

The agreement in these cases include the following clause:

> Access from the seller's property to [Highway 00] will be via [access way and/or frontage road].

Note: Do not mention access location.

The access acquisition phrase in the agreement states:

> The seller also agrees to convey all rights of direct access to Highway_____ as follows: From Sta. 00+00 +-PL to Sta. 00+00 +-PL, _____ side.

Note: Do not deviate from this standard access phrase.

If access is to be completely denied on existing highways, the designation of these stations is required on the purchase agreement. The range of stations identified shall be property lines and the portion of the remainder property that will abut the proposed highway right of way. If, however, some entrance is to be granted to the proposed highway, then the access phrase must be applied to provide for this.

The location of entrances being permitted is shown on the highway plans, and this must be included in the agreement's access phrase by filling in an extension supplying the additional information, such as:

> [. . .] excepting and reserving to the seller the right of access at the following locations:
> At Sta. 00+00, North side.

Since the purchase of access requires the transfer of one of the "bundle of rights" which comprises real property, the acquisition must be made a matter of record. For this reason, errors in specifying the location of entrances being reserved must be eliminated. When the transfer of access rights has been recorded, it is usually difficult to correct and it may also be very expensive if the correction should involve a renegotiation for access rights at some future date.

When the total property is purchased, there is no need for the access phrase; therefore, it does not appear in the body of the total acquisition agreement. When the total property is being purchased, the access phrase provided in the body of the tenant agreement is unnecessary.

Occasionally, it becomes necessary to acquire access rights from property abutting the highway right of way when no land or other property right is required. Under these conditions, the access purchase agreement is used to acquire the access rights.

The following clause is part of the agreement:

> It is the intent of this agreement not to convey title to land, but to restrict the right of ingress and egress from the herein-described land, to and from Highway_____.

This agreement provides for the conveyance of access rights only, and the extent of the acquisition is set out from survey station to station, as in the acquisition agreement. Similarly, survey station numbers identify any entrances reserved to the seller within these limits.

Chapter 8 Possession

8.1 Purpose

The purpose of this chapter is to explain in detail when it is appropriate for the Acquisition Unit to take possession of a property in accordance with the terms of the purchase agreement and the established waiting periods which provide notice to displacees. Also discussed is the proper timeline for conveyance of title and payment to the seller.

8.2 Seller's Rights

Sellers have certain possessor rights and the right to receive prompt payments. The acquisition agent is responsible for informing the seller that vacating the premises or surrendering of physical possession is not required until the seller has been paid the full amount of the appraised value, or, in the case of condemnation proceedings, that amount has been deposited with the county sheriff and made available to the seller.

The seller is also not required to surrender physical possession or to move personal property from the right of way prior to 90 days after the date personal negotiations have commenced or prior to the date specified in a 30-Day Notice to Vacate the Premises, in accord with the agreement terms. The supervisor is responsible for sending the 30-Day Notice to property owners and tenants at least 30 days in advance of the date they are required to surrender possession of the premises. No 30-Day Notice to vacate or surrender physical possession of the premises is sent until the owner has received payment as agreed or until the award of compensation commission has been deposited as prescribed by law. The owner may forgo these rights and grant earlier or even immediate possession. The purchase agreement reflects the possession schedule agreed upon by the owner.

It is the general policy of the Office of Right of Way to take physical possession of the premises from the seller on the date specified for the surrender of physical possession in the purchase agreement. Any possession by the seller after that date normally requires a lease agreement between the state through the Property Management Section and the seller when establishing the possession date, considering the Iowa DOT letting and construction schedules. Possession of the property required for construction purposes must be certified by the Office of Right of Way at least six weeks prior to the scheduled construction letting date on projects.

8.2.1 Possession Dates

Possession dates must always be set in accord with the seller's right to the 90-Day Notice and payment. Through the terms of the purchase agreement, the seller may waive the right to full payment, to 90-day possession, and/or to the 30-Day Notice. When the seller agrees to give the state the right of physical possession before receiving final payment, the seller is required to vacate the premises on the date agreed per the agreement terms. No such agreement is accepted until the acquisition agent is confident the seller is fully aware of the rights being waived and the acquisition agent has documented the Record of Contact notes accordingly. Property taxes are the responsibility of the seller until the actual date of possession by the buyer.

8.2.2 Tenant Agreements

Tenant agreements do not require the tenant to surrender physical possession of the premises by a specific date unless the owner has either signed a purchase agreement or the state of Iowa has acquired the interest of the owner through condemnation. Tenant agreements state that the tenant surrenders possession of the premises no later than 30 days after the buyer's mailing of the notice that the buyer has acquired the interest of the owner, whether by agreement or condemnation.

8.2.3 Reserved or Salvaged Items

At times, the seller may wish to retain certain items within the acquisition area. Specific clauses have been tailored for the purchase agreement. The liquidation value for these items is determined by the acquisition supervisor or their designee. These items should not be reserved beyond the date of possession, except in the case of growing crops.

Reservation of crops should not occur beyond a reasonable time for harvest and should not interfere with a letting date. The crop reservation clause should be used rather than having an extended possession date. An extended possession date could prevent a letting. In these cases, reserved crops that are damaged or destroyed after being reserved by the Iowa DOT prior to harvest would be dealt with by the resident construction engineer as a damage item.

8.2.4 Date of Possession

On standard forms of acquisition agreements, the date of possession specifies that the buyer acquires the right of possession of the premises per the terms of the agreement. Surrender of possession requirements are set forth as separate phrases of the standard forms of purchase agreements.

Even though the sellers have the right to continue to occupy the premises for at least 90 days from the date of the initial written offer, they are not required to do so. The property owner is fully informed they have the right to retain possession of their property until payment has been made in full. However, the owner may choose to waive that right and grant early and/or immediate possession as part of a signed purchase agreement.

8.3 Date of Conveyance and Payment

It is the intent of the Iowa DOT to expedite payment to the owner.

All standard agreement forms state that the seller agrees to furnish a signed conveyance of title on form(s) furnished by the buyer on or before a specified date. This date is the date the Iowa DOT agrees to pay the consideration upon its receipt of a signed and satisfactory conveyance. The seller's basic responsibility is to clear up any liens or encumbrances on the property and, when requested to do so, furnish an Abstract of Title.

A partial payment may be made when it has been determined the seller owns a merchantable title, free of all liens and encumbrances, or the seller's remaining equity exceeds the value of the partial payment. A partial payment does not normally exceed 50 percent of the amount allocated in the appraisal for land, land damages, and improvements. A partial payment in excess of 50 percent may be made only when the seller possesses the required title or equity and the payment has been approved by the acquisition supervisor.

8.4 Tabulation of Payments—Lump Sum Agreement

The lump sum agreement means simply that the entire payment required by the purchase agreement is lumped into one total amount, which includes the purchase of land acquired, the access rights to the remainder portion, the cost of fences, and any and all other payment items. When turning in a lump sum agreement, it is required that a breakdown be shown of the total amount. On the Acquisition Breakdown Form, the items being paid for are listed separately. The sum of these figures must equal the total amount of the lump sum payment specified on the agreement. The breakdown of the amount allocated for the "general" item is also shown on the Breakdown Sheet in the same manner. The seller receives a closing statement at the time of payment.

8.5 Future Abstracting Payments

Within most purchase agreements, there is an administrative payment of $150 for future abstracting. This payment is intended to cover all of the abstracting costs created by the Iowa DOT transaction. Often, abstracts have additional updates; this payment is meant only to cover the Iowa DOT title entries.

Chapter 9 Standardized Special Clauses for Use in Acquisition Agreement

9.1 Purpose

The purpose of this chapter is to identify several clauses which, at times, need to be included in a purchase agreement if special circumstances of the acquisition require it.

9.2 Use of Special Clauses

It may be necessary to add special clauses relating to agreements made regarding the individual property that are not included in the purchase agreement. Many of these clauses are of such a recurring nature that it is desirable to use a standardized clause to provide uniformity in both the writing and interpretation of the agreement.

These special clauses are designed for use when writing the agreements in most of the situations commonly encountered.

9.3 Topsoil Policy

The standard procedure for replacement on cultivated or cropland is to strip, stockpile, and replace the topsoil. Topsoil replacement on commercial land is never recommended.

Items to consider when discussing topsoil replacement are as follows.

The definition of topsoil can vary by individual person and/or office, and there appears to be some overlapping of definitions of the term "topsoil." Topsoil is defined here as the top few (6 to 12) inches of what soil is present before construction, with the understanding that color or quality varies greatly across the state.

9.4 Channel Changes

Channel changes are usually indicated by a note on the highway plans. Changes are shown on the plans with a definite alignment and cross-sections. The following clause is used:

> The buyer is granted a temporary easement, as described below, on the seller's property for the purpose of channel change and as measured from the centerline of the proposed highway, as shown on the project plans. The temporary easement shall terminate upon completion of this highway project.
>
> > From Sta._____ to Sta._____, a strip_____ feet wide, on the_____ side; and from Sta._____ to Sta._____, a strip_____ feet wide, on the_____ side.

The right to construct the channel change is included as items in the general lump sum damage payment.

9.5 Flowage Easements

The flowage easement grants the state the right to back water onto private property to a prescribed elevation. Flowage easements are not considered permanent easements. Flowage

easements are occasional events (e.g., occurring once every 100 years) and should not directly affect the owner's use and enjoyment of the land. To grant a flowage easement, the following is to be added to the purchase agreement:

> 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_____ feet above mean sea level.

9.6 Temporary Construction Detours

When the highway plans call for the construction of a temporary detour on private land, such as around a bridge site, the following clause is used:

> The seller grants the buyer the right to construct, maintain, operate, and remove a temporary detour road on the seller's property, described as follows and as measured from the centerline of the proposed highway and shown on the project plans:
>
> > From Sta._____ to Sta._____, a strip_____ feet wide, on the_____ side; from Sta._____ to Sta._____, a strip_____ feet wide, on the_____ side.
>
> The temporary detour road will remain in place until the completion of this highway project.
>
> When released back to the seller, the buyer agrees to scarify the area by machine method to a depth of 16 to 20 inches.

9.7 Stock Passes

No agreement is made in negotiations for the construction of a stock pass until the Right of Way director and district engineer have reviewed the particular case and given prior approval. Stock passes under state highways are only built as a result of negotiated agreements with owners whose farms are severed by either a present or a proposed highway. A determination must first be reached which indicates that the expenditure of the state funds for this purpose is justified by a corresponding reduction in the amount of severance damage paid or by a payment by the owner of an equivalent amount, in cash, to the Iowa DOT.

Any negotiations for a stock pass are within the framework of Iowa DOT *Policies and Procedures Manual,* Policy No. 610.06.

In the event that a stock pass is to be constructed, the purchase agreement requires the property owner to be responsible for fencing to the headwalls of the structure and otherwise to restrain the livestock.

The determination that a stock pass will be constructed is normally made at the district level prior to the acquisition process.

After the stock pass request has been approved, the Right of Way Design Section requests the Office of Bridge Design to furnish all necessary information.

9.7.1 New Stock Pass on Relocated Highway

The following clause is used only when a new stock pass is to be constructed by the state on a relocated highway for the use of the owner of a severed farm in order to mitigate severance damages:

> The buyer agrees to construct a_____ stock pass at Sta._____ for the use by the seller. The seller agrees to pay $_____ for the stock pass. The dollar amount is deducted from the total lump sum amount shown on page one of this agreement.
>
> Maintenance of the stock pass by the buyer is limited to the structure itself and does not include maintenance of the approaches or cleaning of the structure.
>
> The buyer is granted a temporary easement as necessary on the seller's property in order to construct said stock pass. Said temporary easement terminates upon completion of the highway project.

9.7.2 Use of a Drainage Structure as a Stock Pass

There are times when a granting of the right to use a proposed drainage structure on a relocated highway for a stock pass is considered advisable in mitigation of damages when the construction of a separate structure for this purpose is not practicable. This requires the following special agreement to be inserted in the purchase agreement:

> The seller is reserved the right to use the_____ located at Sta._____ as a stock pass, with the understanding that the buyer will maintain the structure for drainage purposes only and assumes no liability for its use as a stock pass.

9.8 Wells Within Required Right of Way

Occasionally, it becomes necessary to destroy a well that is the main source of water supply for a property. If the appraiser has placed a value on the well and the owner agrees with this amount, the following clause may be added:

> The total lump sum of this agreement includes $_____ as compensation for the well located at_____.

If the owner does not agree with this amount and wants to be paid the actual cost, the following procedure is followed: an itemized original bid is obtained from a licensed well driller for a replacement well. The bid is based on the same kind, depth, and size, where possible, of the well being acquired. The agreement then provides to pay the actual dollar amount of the replacement of the well. The estimate should also include a provision for the payment of dry holes, where applicable. The payment is made upon receipt of bills paid by the owner and submitted to the Iowa DOT after the work has been completed. When an agreement is reached on this basis and before it is added to the purchase agreement, the acquisition agent subtracts from the agreement that amount which the appraiser had included for the loss of the well. This amount is added to the following item in the agreement:

> The buyer agrees to pay the actual and reasonable cost, based on a detailed, written estimate of $_____ for replacing the well, located at Sta._____ and measured from the centerline of the highway. Payment will be made when the seller provides the buyer with

original, itemized invoices and/or receipts for the replacement of the 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. The seller agrees to accept the stated sum as payment in full for any and all damages arising from the loss and replacement of the well.

It may be permissible to arrange for and pay for the cost of hooking up to a rural water service in lieu of paying for a new well.

9.9 Septic Systems Within Required Right of Way

In the case of illegal or nonconforming septic systems, no payment is made. Where a tile outlet dumps effluent into the road right of way and a portion of the tile is affected by construction, the septic outlet is deemed illegal and no payment is made.

If part of a legal septic leech bed will be affected (but to an unknown extent), the following may be added to the purchase agreement:

> It is understood and agreed by the buyer and seller that if a portion of the septic leech bed or system is damaged or destroyed by the construction of this highway improvement project, that portion shall be repaired or replaced at no expense to the seller.

When a legal septic tank and system will be destroyed, the owner may be compensated as follows:

> The buyer agrees to pay the seller the actual and reasonable costs necessary to replace the septic system serving the dwelling.
>
> The septic system is to be constructed and installed in accordance with local and county codes and under the supervision of the local sanitarian. Payment will be made when the seller provides the buyer with original, itemized invoices and/or receipts for the replacement of the septic system and a certification of compliance from the local sanitarian. Payment is based upon a current estimate of $_____.

9.10 Special Temporary Easement Clauses

Often, neither real estate nor any real property rights, such as access, are being acquired, and no conveyance is required. Under these conditions, use the temporary easement agreement form.

This form provides for a description of the area for which a temporary easement is required and states the reason why it is needed. List the specific reasons for the temporary easement.

The use of the terms "right to encroach" or "right of entry" is to be avoided as being legally unacceptable. Use the words "temporary easement."

Item (1c) of the purchase agreement identifies the temporary easement needs.

State the specific purpose of the temporary easement, such as grading, shaping backslopes, constructing entrances, etc.

9.11 Crop Policy

The purpose of the policy is to provide consistent treatment of property owners and tenants on projects involving growing crops while protecting the public's right to have access to properties acquired. The acquisition of agricultural land occurs all year. The property owner's and tenant's ability to plant and/or harvest crops needs to be balanced with the public need, regardless of what time of year the acquisition occurs. In the absence of crop, weed and erosion control measures are to be provided on barren land.

When the proposed project letting is scheduled after October 1 of the calendar year that the land is acquired, crops may be reserved to the owner or tenant for that calendar year with the following clause:

> All 20_____ growing crops are reserved to the seller if removed by November 1, 20_____. Any crops not removed by November 1, 20_____ may be removed by the buyer. Should the buyer require possession of the premises prior to November 1, 20_____, the buyer may enter and damage or destroy the crop. The buyer will compensate the seller for damaged or destroyed crop based upon a rate of $_____ per acre of crop damaged or destroyed.

When the proposed project letting is scheduled before October 1 of the calendar year the land is acquired and if crops have not yet been planted prior to negotiations commencing, the owner or tenant may elect to be compensated for providing weed and erosion cover for the area to be acquired.

> The seller agrees to provide weed and erosion control on the premises sought and described herein for the 20_____ crop year. Approved control measures include the planting of oats, wheat, barley, soybeans, corn, or mowing. Part of the lump sum payment on page one of this contract is settlement in full for providing the weed and erosion control.
>
> Payment is based on a rate of $_____.00* per acre.
>
> Should crop be available to harvest when mature, the seller may harvest crop, at seller's risk.

*ISU Extension Services provides complete planting costs for a wide range of commodities.

When the proposed project letting is scheduled for before October 1 of the calendar year the land is acquired, crops are not reserved to the owner and/or tenant.

If crops have been planted prior to negotiations commencing, the owner or tenant could be compensated as follows.

> 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.
>
> Should crop be available to harvest when mature, the seller may harvest crop, at seller's risk.

Prior to July 1, compensation is based upon the costs of planting the crop. The following clause is used:

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 the rate of $_____ per acre.

After July 1, compensation is based upon the value of the crop minus harvest and hauling expenses. The following clause is used:

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 clearly reflects that compensation has been received for the crop and belongs to the state of Iowa. The rate should be based on the daily markets.

Crop reservations, payments, and agreements to provide weed and erosion control are only considered within the same calendar year that the purchase agreement for the land is signed.

9.12 Impounding of Water

At times, due to a change or an elimination of highway drainage structures, water may be impounded on a property owner's land for an indefinite period of time. In these cases, the following clause is added to the agreement:

The buyer shall have the right to impound water from surface and/or tile drainage on the land of the seller to an elevation of_____+, between Sta._____ and Sta._____ on the side* and extending_____+ feet_____ from the centerline of the proposed highway.

*If an exact description of the area to be ponded is possible, substitute: "[. . .] and extending over the following described area:_____."

9.13 Farm Tile and Fence Repair or Replacement

Whenever farm field tile lines or outlets and fence are located on the proposed right of way, it is standard practice for the state to assume the responsibility for them in case they are damaged or destroyed by highway construction. The following clause is written in all agreements as a standard clause:

The 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 the seller. Where the buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the seller. The buyer shall have the right of entry upon the seller's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. The seller may pasture against said fence at their own risk. The buyer is not liable for fencing private property or maintaining the same to restrain livestock.

9.14 Fencing

Right of way fences may be lawfully erected by the adjacent landowner on public highway right

of way with the consent of the Iowa DOT District Office. Right of way fence located on highway right of way that is not relocated or moved by the owner may be removed after notice without liability by the Iowa DOT. Private fence constructed or maintained on the right of way by authority of the terms of a purchase agreement or condemnation or with the consent of the resident construction engineer is compensated for in any new acquisition. Examples of the latter include fencing to bridges, drainage structures, or cattle passes necessary to support continued agricultural use of land adjacent to highway right of way.

Fence payments are computed on the basis of an approved fence payment schedule prepared by the Appraisal Section. The schedule is based on unit prices per rod on a straight line fence over average terrain for the cost of constructing a new fence or constructing a temporary fence. The schedule is updated annually to reflect current costs. The acquisition agent determines the amount of scheduled compensation for the right of way fence. The fence payment schedule includes all labor and materials.

On all partial acquisitions, appraisers consider that the new right of way line is fenced at state expense where the property is currently in a fenced condition. Therefore, any fence on existing right of way, or in the case of relocations, any property line fence that may be involved and whose utility will be replaced by the new right of way line fence, is not considered by the appraiser.

The following items are not considered in the appraisal as items of severance damage:

- Reestablishment of corners to anchor cross-sections
- Relocation of interior fence
- Water gaps unfenced by the state

Payment for those items may be included by the acquisition agent as additional fence costs or additional severance damages.

All other fences located within the acquisition whose utility is not replaced by the new right of way fence may be considered in the appraisal of the remainder property. This may include interior field, lot, or lane fencing. Fencing located within temporary easements are considered. In the case of a detour, any value attributable to fence located therein or removed as a result of the detour itself should be shown in the allocation of the difference figure. In the agreement, the allocation of the difference figure under "Improvements to be acquired, including fence" should make reference to the inclusion of such fence under the appropriate item.

Ornamental or special-purpose fences whose utility is not replaced by a conventional field fence should be considered by the appraiser.

9.14.1 Interstate Fencing Statement

Right of way fencing along the interstate system is constructed as a part of the project. The standard forms of the partial acquisition agreement, the right of entry agreement, and the tenant agreement contain a fence and tile clause. This clause defines the buyer's rights where the buyer agrees to construct and maintain fence. The clause is not operable unless the purchase agreement contains a specific agreement to construct fence. Where the buyer intends to construct fence, as in the case of an interstate, the following statement must be added to the agreement:

Buyer agrees to construct and maintain right of way fence from Sta._____ to Sta._____, _____ side, and from Sta._____ to Sta._____, _____ side.

In those cases where a fence is constructed by the Iowa DOT, such fence is maintained for access control purposes only. The adjacent owner must assume full responsibility for the restraint of livestock. If the property owner requires special fencing, it must be installed and maintained on the landowner's side of the agency-maintained fence. The negotiator may arrange payment for the special fence in the acquisition agreement. Payment is made for the actual cost based on paid receipts and evidence of installation or construction of the fence. The fence billing clause may be used for this purpose. Such an arrangement is approved by the acquisition supervisor prior to establishing a purchase agreement with the property owner.

9.14.2 Lump Sum Fence Payment

In the case of a partial acquisition, purchase agreements contain a statement whereby the buyer agrees to pay for the cost of moving or replacing fence. This applies to all types of fencing on the primary system. The agreement specifies the kind and amount of fence that must be moved or replaced. For example:

The total lump sum shown on page one of this agreement includes full payment for the cost of replacing:_____ rods of woven wire fence, _____ rods of barbed wire fence, and_____ rods of board fence in kind.

9.14.3 Fence Billing Agreement

Purchase agreements may grant the owner the right to remove existing fence from right of way. All such provisions agree to pay the fair and reasonable cost of replacing the fence in kind. It also provides that payments are made on the basis of itemized receipts for the cost incurred. If the appraiser has allotted a sum for fencing, reduce the total lump sum amount by the amount allocated to fence and add the following clause to the agreement:

In addition to the total lump sum payment amount shown on page one of this agreement, the buyer agrees to pay to the seller the actual and reasonable costs of replacing [length measurement] of [type] fencing, not to exceed $_____, as furnished by the seller. Payment will be made on the basis of itemized bills and/or receipts furnished by the seller to the buyer after the seller's construction of the fence. Payment will not be made for replacement of gates. The seller may salvage any existing gates and/or fencing prior to construction of the project. Any existing gates and/or fencing that are not removed shall become the property of the buyer.

Any costs to salvage existing fence are not considered to be a reimbursable item.

9.14.4 Temporary Fencing

Where the need for temporary fencing is known and the payment amount can be determined, expand the lump sum fence payment clause. If the amount of temporary fencing cannot be determined, use the temporary fencing clause:

It is understood and agreed that in addition to the total lump sum amount shown on page one of this agreement, the buyer agrees to pay the seller for the seller's construction of temporary fencing that is necessary along the temporary easement area during the

construction period. The resident construction engineer will measure the temporary fence and payment will be made at the rate of $_____ per rod for woven wire fence, $_____ per rod for barbed wire fence, and $_____ per rod for electrical fence.

Temporary fencing is measured by the resident construction engineer. Payment is made or arranged for by the resident construction engineer.

9.14.5 Fencing on Right of Way

In no case does the acquisition agent grant permission to the seller to fence on public right of way without expressed, written consent from the district maintenance manager or resident construction engineer. This is often requested by the owner where irregular right of way is acquired for culvert extensions.

9.14.6 Fencing for Water Gaps

Water gaps usually are not fenced where the proposed perimeter of the drainage structure is 48 inches or more or where a ditch channel exists. Owners are not permitted to anchor any water gap fencing to the state-erected fence.

On a new highway alignment such as a bypass, the acquisition agent may be required to pay a property owner for a water gap. On widening projects, water gaps are also often encountered. These are located at drainage structures such as culverts, bridges under the new road, or an existing structure that is being extended. Water gaps are short sections of fence over a continuously flowing creek or waterway that runs full after heavy rains.

There are varied ways of constructing a water gap. If the property owner is unfamiliar with this situation, the acquisition agent can refer to the *Standard Road Plan Manual* details for fence construction if this information is needed. If the property owner had an existing water gap, the cost to replace it is based on existing materials such as posts, wire, and cable that are currently used. If necessary, a cost estimate may be sought from a reputable fence contractor. The acquisition agreement should clearly state that payment for the water gap is included in the total lump sum.

Chapter 10 Outdoor Advertising Devices in Right of Way

10.1 Purpose

The purpose of this chapter is to describe the different situations under which an outdoor advertising device might need to be dealt with in the course of a total, partial, or minor acquisition.

10.2 Identifying Signs

If required to purchase a sign located within the acquisition area, the sign is identified in the following manner:

> And which include the following buildings, improvements, and other property: [describe outdoor advertising device];

and/or adding a special clause to the agreement stating:

> It is understood and agreed that the advertising device located at Sta._____, permit number_____, is considered to be personal property, the relocation of which will be made part of the Relocation Assistance Program.

In the event that the acquisition agent discovers a sign on the property during negotiations, they promptly note the location on the plans and take a picture of the sign. Upon returning to the office, the agent notifies the production coordinator.

Chapter 11 Notarizing and Abstracting Requirements

11.1 Purpose

The purpose of this chapter is to identify the requirements for notarization of signatures as part of the process of completing a purchase agreement. Also described are the circumstances under which an abstract needs to be obtained for a total acquisition, a partial acquisition, and a minor acquisition.

11.2 Notarizing

Agents are required to follow the procedures and specifications in accordance with the state of Iowa law established for notarizing signatures by the secretary of state.

In all cases, the owners are encouraged to sign as their name appears on the deed.

11.3 Abstracting Requirements

Abstracts are required by the terms of the purchase agreement for title opinion purposes in accord with the following policies.

11.3.1 Total Acquisitions

In the case of a total acquisition, the purchase agreement requires delivery of an abstract showing merchantable title in the name of the seller on all but minor parcels. For this purpose, a minor parcel is any parcel (except an urban lot) where the land to be purchased is of one acre or less or where the appraised fair market value of the land is $5,000 or less. Abstracts are obtained on any minor parcel containing excess land.

11.3.2 Partial Acquisitions

In the case of a partial acquisition, the purchase agreement requires delivery and loan of an abstract continued to date showing merchantable title in the name of the seller where the transaction totals $75,000 or more or the current value as determined by the Title and Closing Unit. Abstracts are required for transactions of lesser amounts where the parcel contains excess land.

11.3.3 Minor Acquisitions

Abstracts may be required on minor parcels for either total or partial acquisitions when the title to the parcel is unusually encumbered. Such requests are supported by a judgment that the status of title is such that normal closing procedures do not appear to give reasonable assurance of the receipt of a sufficient ownership interest to support highway construction.

Chapter 12 Acceptance of Agreement by the Iowa DOT

12.1 Purpose

The purpose of this chapter is to explain the procedure for completing the acquisition process (and to identify the chain of persons responsible for approval and finalization of this process) or, alternatively, the process by which a property would be submitted for condemnation.

12.2 Acceptance Procedure

After obtaining the seller's necessary signatures on the purchase agreement and after reviewing the same for any possible errors, including checking that all signatures are correctly notarized, the acquisition agent turns in the signed agreement and field file to the project agent. The project agent reviews the agreement, and if found satisfactory, signs as project agent. The project agent then conveys the signed agreement and field file to the production coordinator.

All purchase agreements must be approved to be a binding obligation. The Right of Way director is authorized to approve and sign the agreement for the Iowa DOT. When this has been done, the agreement becomes effective as of that date.

12.3 Transmission of Agreement to Fiscal and Title Unit

Completed agreements are submitted to the Fiscal and Title Unit for closing and payment.

The agreement must be supported by evidence that the property owner was presented a written Offer to Purchase containing a statement of the occupant's possessory rights. All subsequent offers to purchase must also be made in writing. The agreement is supported by a signed Certification of Acquisition and Parcel Check Sheet.

It is the general policy of the Office of Right of Way that the acquisition agent places a written memo in the file explaining all variances which result in an adjustment between the review appraiser's approved amount and the total lump sum specified in the purchase agreement, exclusive of fencing.

The supervisor may approve such variances through the use of the Administrative Settlement Form or a similarly composed memo.

Chapter 13 Information for Condemnation

13.1 Purpose

The purpose of this chapter is to describe the process for submitting a file for condemnation as well as the documentation involved in submitting a damage claim.

The procedure for submitting a file for condemnation is essentially the same as file submissions to the Title and Closing Unit, with some exceptions.

- Two files are submitted. One is for the hearing officer's use and one is for the Condemnation Unit.
- The hearing officer file is to be the complete file used by the acquisition agent during negotiations. When there are no signed agreements, three copies of the agreement prepared for the property owner's signature are to be included.
- The Condemnation Unit file has one copy of the prepared agreement. There need not be a copy of the appraisal, contact notes, report of liens, or all other file information, since this is available via electronic storage. However, if there are owner's appraisals or other appraisals that are not in ProjectWise electronic storage, a copy must be included in electronic storage and the hearing officer file.
- Owners who are entitled to a notice of a condemnation proceeding are the same persons who must sign acquisition agreements in order to convey a merchantable title to the state, excepting owners with a registered agent who can accept service. The acquisition agent is responsible for furnishing current mailing addresses for all owners and/or their registered agent. Post office box numbers are not acceptable.

13.2 Damage Claims

IC § 6B.52 provides:

> Whenever property or an interest therein has been taken by condemnation or has been purchased for a public use and a settlement for construction or maintenance damages has been thereafter entered into pursuant to said condemnation or purchase, the owner shall have five years from the date of said settlement to renegotiate construction or maintenance damages not apparent at the time of said settlement. The condemner or purchaser shall give written notice to the owner of such right of renegotiation at the time said settlement is entered into.

A Damage Claim Form is used when it is agreed to that the state has caused a specified damage to the seller during construction or maintenance damages. This form is to be used only with the approval of the acquisition supervisor.

Chapter 14 Introduction to Relocation Unit

14.1 Purpose

The purpose of this chapter is to provide the reader with a broad overview of the structure of the Relocation Unit, how it is organized, and the general services it provides.

14.2 General Responsibilities

This manual is written in several chapters. Each chapter provides specific information about a particular aspect of the Relocation Assistance Program.

14.3 Governing Legislation and Regulations

The Iowa DOT is authorized to administer the Relocation Assistance Program through state and federal requirements. Federal requirements may be found in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (known as the Uniform Act) and Public Law 91-646, as amended. The federal regulations are located in 49 Code of Federal Regulations (CFR) 24. State requirements are found in IC 6B and IC 316, with implementing rules in 761 Iowa Administrative Code (IAC) 111.

14.4 Section Organization

Administration of the Relocation Assistance Program for the Iowa DOT is assigned to the Acquisition/Relocation Section, Office of Right of Way, and operates under the general administration of the acquisition/relocation supervisor, also referred to as the relocation supervisor. The relocation supervisor reports directly to the director of the Office of Right of Way. The relocation supervisor is supported in program administration by the production coordinator.

The production coordinator is responsible for assigning work, maintaining project and parcel records, providing training and serving as a resource for relocation advisors, and acting as the relocation supervisor's designee when the supervisor is unavailable.

Relocation assistance services are provided by relocation advisors, who act as right of way agents assigned to the Acquisition/Relocation Section. Relocation advisors are often required to serve as relocation advisors and as acquisition agents.

14.5 Services Provided

The Relocation Assistance Program provides two types of services: advisory services and relocation services.

14.5.1 Advisory Services

761 IAC 111.203(1)(b) includes the responsibility to inform the displacee that they will be given reasonable relocation advisory services, including, but not limited to, referrals to replacement properties, help in completing payment claim forms, and other necessary assistance to help the displacee successfully relocate.

14.5.2 Relocation Services

A displaced person is eligible for reimbursement of actual, reasonable, and necessary expenses. The reimbursements depend on the occupancy status.

- Residential occupants
    - Moving reimbursement
    - Replacement housing payment or rental assistance
- Nonresidential occupants
    - Moving reimbursement
    - Reestablishment
    - Fixed payment in lieu of actual expenses

Chapter 15 Planning and Preparation

15.1 Purpose

Planning and preparation are essential to the success of any project. The purpose of this chapter is to provide guidance for early planning and preparation of relocation assistance activities. These efforts should begin during the early project development process.

15.2 The Relocation Assistance Plan

49 CFR 24 § 24.205(a) and 761 IAC 111.205(1)(a–e) require the creation of Relocation Assistance Plans during the early stages of the development phase of the project. The goal of the federal and state requirements is to ensure relocation assistance is provided "in such a manner that the problems associated with the displacement of individuals, families, businesses, farms, and nonprofit organizations are recognized and solutions are developed to minimize the adverse impacts of displacement."

By becoming familiar with the project and neighboring area, the relocation advisor is more apt to recognize potential issues early in the project development process. Potential issues may include the need for increased time to accomplish successful moves, unusual replacement housing needs or payments, or limited availability of replacement residential or business properties in the local market.

15.3 Interview Process

The initial interview with the displacee is essential for successful relocation process.

Prior to the meeting, the relocation advisor should become familiar with the general locale of the property to be acquired, the specifics of the proposed acquisition, and the potential impacts on the remaining property, if any.

Chapter 16 Commonly Used Concepts, Definitions, and Terms

16.1 Purpose

The purpose of this chapter is to familiarize the reader with some of the most frequently used terms and commonly dealt with concepts used or encountered in the Relocation Assistance process.

The Relocation Assistance Program deals with concepts and terms unique to the discipline. The purpose of this chapter is to aid those unfamiliar with the technical terminology used in the relocation assistance discipline. This chapter focuses on those concepts and terms used in all aspects of the Relocation Assistance Program. Other chapters in this manual provide definitions for those concepts and terms unique to the situations detailed in that chapter.

The following definitions may be found in either 49 CFR 24 or 761 IAC 111. For simplification, this manual cites the IAC location. The IAC provides corresponding federal and state requirements.

The *Relocation Assistance and Advisory Services* brochure has been prepared for people who are required to move or move their personal property. All displacees and any interested parties are entitled to receive a written description of the Iowa DOT's Relocation Assistance Program. Copies of this brochure are available to attendees of public hearings and upon request.

16.2 Decent, Safe, and Sanitary (DSS)

A comparable replacement dwelling must be "decent, safe and sanitary." This term means the dwelling must meet applicable housing and occupancy codes. However, any of the following standards which are not met by applicable code shall apply unless waived by the federal agency funding the project.

- The dwelling must have an adequate supply of potable (drinking) water.
- When considering a housekeeping unit, there is a kitchen area containing a fully usable sink that is properly connected to potable hot and cold water and to a sewage drainage system. There must also be adequate space and utility connections for a stove and refrigerator.
- The dwelling must contain a heating system capable of sustaining a temperature of approximately 70 degrees. The furnace should have been inspected or installed within the past 12 months before relocation occupancy. If not, a furnace inspection by a qualified person is required.
- The property must have a separate, well-lit, and ventilated bathroom affording privacy to the user, containing a sink, bathtub or shower stall, and a toilet, all in good working order and properly connected to appropriate sources of water and a sewage system.
- The dwelling's electrical system must have an adequate and safe electrical wiring system for lighting and other electrical services.
- The replacement dwelling must be structurally sound, weather-tight, and in good repair. For example, there must be no broken windows, no chipped or peeling paint, and no major foundation problems. It must also have a weather-proof roof, functional gutters, and drainage away from the foundation.
- The dwelling must have a safe, unobstructed means of egress to safe, open space at ground level.

- Replacement housing must be adequate in size with respect to the number of rooms, bedrooms, and living space needed to accommodate the displacee. The number of persons occupying each habitable room used for sleeping does not exceed the number permitted by local housings codes, or, in the absence of local codes, each sleeping room should contain at least 72 square feet of floor space for the first occupant and at least 68 square feet for each additional occupant. Generally, children of different genders should not be permitted to share bedrooms. Unique situations may be considered on a case-by-case basis, taking into account the ages and genders of adults and children sharing the unit, cultural customs, and the appropriateness of sharing bedroom space.
- For a displacee who has physical disabilities, the dwelling must be free of any barriers which would preclude reasonable ingress, egress, or use of the dwelling by such person. In such case, dwelling features which may be helpful to such displacees may include wheelchair ramps, wider doorways, grab bars and special bathing facilities, first floor laundry facilities, kitchen modifications, etc.
- The replacement dwelling must have a minimum of one operating smoke alarm per floor, including in the basement, and one outside each sleeping area. Steps and stairways must have adequately attached and functioning handrails.

16.3 Comparable Replacement Dwelling

No person may be required to move from a dwelling unless they have been offered a comparable replacement dwelling. The Iowa DOT must offer every displaced person at least one comparable replacement dwelling and, if possible, three. The term "comparable replacement dwelling" means a dwelling which is:

- Decent, safe, and sanitary (DSS)
- Functionally equivalent to the displacement dwelling, meaning that it performs the same function, provides the same utility, and is generally similar with regard to number of rooms and area of living space. The comparable replacement dwelling need not possess every feature of the displacement dwelling, but the principal features must be present. When determining whether a replacement dwelling is functionally equivalent to the displacement dwelling, reasonable trade-offs may be considered for specific features when the replacement dwelling is equal to or better than the displacement dwelling.
- Adequate in size to accommodate the occupants; it should have a similar habitable area
- In an area not subject to unreasonable adverse environmental conditions
- In a location generally not less desirable than the displacement dwelling with respect to public utilities, commercial and public facilities, and distance to schools and employment
- On a site that is typical in size for the residential development with normal site improvements; however, it does not need to include specialized improvements such as swimming pools, greenhouses, oversized garages, outbuildings, etc.
- Currently available to the displacee on the private market; however, the comparable replacement dwelling for a person receiving government housing assistance before displacement should include similar government housing assistance
- Within the financial means of the displacee. For owners, the cost of the comparable replacement dwelling should not exceed the total amount of the acquisition price for the displacement dwelling plus the supplemental housing payment. For tenants, the monthly rent and utility costs should not exceed the displacement dwelling rent and utility costs plus eligible rental assistance.

16.4 Habitable Space

Habitable space is the enclosed floor space for living, sleeping, cooking, or eating purposes with minimum ceiling heights of seven feet, except in rooms under a sloping ceiling. In those instances, at least one half of the floor area must have a ceiling height of seven feet. Floor area located under the portion of the room where the ceiling height is less than five feet may not be counted when computing maximum permissible occupancy. Areas excluded as habitable space include bathrooms, hallways, closets, basements without proper egress, and bedrooms that are throughways.

16.5 Contribute Materially

For a farm or business to be considered eligible for a fixed payment in lieu of actual expenses, they must show the operation contributed to the displacee. During the two taxable years prior to the taxable year in which displacement occurs, a business or farm operation:

- Must have had average annual gross receipts of at least $5,000;
- Must have had average annual net earnings of at least $1,000; or
- Must have comprised at least 33 1/3 percent of the owner's or operator's average annual gross income from all sources.

If the application of all criteria creates an inequity or hardship in any given case, the Iowa DOT may approve the use of other criteria as determined appropriate.

16.6 Displaced Person (Displacee)

Generally, a person is considered to be displaced if they are required to move from real property—or move personal property from real property—as a direct result of the acquisition of the real property in whole or in part; receive a written notice of intent to acquire from the Iowa DOT; or are involved in the initiation of negotiations for the purchase of the real property by the Iowa DOT.

Please note per 761 IAC 111.2(22), a "person" includes any individual, family, partnership, corporation, or association.

Persons considered not to be displaced 761 IAC (111.2(9)(c)) are persons who:

- Are not legally present in the United States;
- Move before the initiation of negotiations, unless the Iowa DOT determines they were displaced as a direct result of the project;
- Initially enter into occupancy of the property after the date of its acquisition for the project or have occupied the property for the primary purpose of obtaining relocation assistance under the Uniform Act;
- Are determined to be in unlawful occupancy prior to the initiation of negotiations or have been evicted for cause under applicable laws;
- Are not required to relocate permanently as a direct result of the project;
- Occupy the property (other than the original occupant) on a rental basis for a short term, subject to termination when the real property is needed for the project;
- As owner occupants, voluntarily sell the property after being informed in writing that if a mutually satisfactory agreement cannot be reached, the Iowa DOT will not acquire the

property (displaced tenants being eligible);
- The Iowa DOT determines are not displaced as a direct result of a partial acquisition;
- Are notified in writing, after receiving an offer of relocation assistance, that they will not be displaced. Notice is not given unless the person has moved and the Iowa DOT agrees to reimburse for any expenses incurred to satisfy binding, contractual relocation obligations entered into after the effective date of the notice of relocation eligibility; or
- Retain the right of use and occupancy of the real property for life after the acquisition by the Iowa DOT of the real property.

16.7 Eligibility of Those Not Legally Present in the United States

Each person seeking relocation payments or relocation advisory services shall, as a condition of eligibility, certify:

- In the case of an individual, that they are either a citizen or national of the United States or are legally present in the United States;
- In the case of a family, that each family member is either a citizen or national of the United States or is legally present in the United States. The head of the household may certify on behalf of other family members;
- In the case of an unincorporated business, farm, or nonprofit organization, that each owner is either a citizen or national of the United States or an immigrant who is lawfully present in the United States. Certification may be made by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest; or
- In the case of an incorporated business, farm, or nonprofit organization, that the corporation is authorized to conduct business within the United States.

Certifying that the displacee is a citizen or national of or is legally present in the United States is accomplished during the first contact between the relocation advisor and the potential displacee via Receipt for Brochure. Refusal to sign the receipt should be noted by the advisor and brought to the attention of the relocation supervisor. The advisor is not expected to do an exhaustive investigation as to whether the displacee is lawfully present in the US, but they should be relatively certain that the criteria for certification have been met. Documentation may include, but is not limited to, a birth certificate, driver's license, social security card, or green card, for example. Any review of documentation must be conducted in a nondiscriminatory manner. Our standard of review must be consistent for all persons.

If the Iowa DOT has reason to believe that a person's certification is invalid, and that, as a result, the person may be an immigrant not lawfully present in the United States, verification should be obtained from the local Bureau of Citizenship and Immigration Service (BCIS) Office.

16.8 Notices

16.8.1 General Information Notice

The General Information Notice informs occupants of possible displacement and provides an overview of the Relocation Assistance Program as well as contact information for their Iowa DOT relocation advisor.

16.8.2 90-Day Notice

761 IAC 111.203(3) states that no lawful occupant is required to move without at least 90 days' written notice. This notice is usually delivered by the acquisition agent within the Iowa DOT's official Offer to Purchase. Delivery of the Offer to Purchase is considered to be the initiation of negotiations, which serves to establish eligibility for relocation assistance benefits.

The residential displacee cannot be given a 90-Day Notice until the Iowa DOT has demonstrated that replacement housing is currently available. A comparable is considered not to be available if there is a sale pending or it has been removed from the market. The acquisition agent who delivers the offer must confirm the availability of comparable replacement housing. This is accomplished by contacting the listing realtor identified on the Comparable Inspection Sheet, just prior to the appointment.

The 90-Day Notice also states that the owner will receive a written notice at least 30 days prior to the specific date they must move.

16.8.3 30-Day Notice

The subsequent 30-Day Notice is not issued until the displacee has received payment as agreed upon in the contract or until the condemnation award has been deposited by the state, as prescribed by law.

16.8.4 Notice of Relocation Eligibility

Generally, persons that move prior to initiation of negotiations are not considered eligible for relocation assistance payments (761 IAC 111.2(9)(c)(i)). One exception occurs when the Iowa DOT provides a notice of intent to acquire, as provided in 761 IAC 111.2(20).

16.9 Unlawful Occupancy

Any person who unlawfully occupies the real property on the date of the initiation of negotiations is presumed to not be entitled to relocation payments and other assistance. A person is considered to be in an unlawful occupancy if:

- The person received an eviction notice prior to the initiation of negotiations and, as a result of that notice, is later evicted;
- The Iowa DOT determines the person is a squatter who is occupying the property without permission of the owner and otherwise has no legal rights concerning the property; or
- The person is evicted after the initiation of negotiations for serious or repeated violation of material terms of the lease or occupancy agreement.

In no event is the eviction to be undertaken for the purpose of evading the obligation to make available the relocation payments or other assistance available to a displacee. The relocation supervisor should be consulted prior to denial of relocation assistance and advisory services.

Chapter 17 Owner-Occupied Residences

17.1 Purpose

The purpose of this chapter is to outline the significant state and federal benefits available to those displaced from their homes as a result of a public project. These benefits include replacement housing payments (RHPs), purchase supplements, and mortgage interest differential payments, among others.

17.2 Types of Owner Occupants

A person is considered to have met the requirement to own a dwelling if the person purchases or holds any of the following interests in real property:

- A fee title, a life estate, a land contract, a 99-year lease, or a lease including any options for extension with at least 50 years to run from the date of acquisition;
- An interest in a cooperative housing project which includes the right to occupy a dwelling;
- A contract to purchase any of the interests or estates described above; or
- Any other interest, including a partial interest, which, in the judgment of the Iowa DOT, is considered to be ownership.

17.2.1 90-Day Owner Occupant

A person is considered to be in this category and may be eligible for an RHP if the person has actually owned and occupied the displacement dwelling for no less than 90 days prior to the initiation of negotiations for its purchase by the Iowa DOT.

- The maximum RHP for this category is $31,000 unless last resort housing provisions apply, as further described in this manual. Please see 761 IAC 111.401(2). The payment is the sum of:
    - The supplemental payment;
    - The increased mortgage interest costs and other debt service costs incurred in connection with the mortgage of the replacement dwelling, limited to: the remaining balance of the mortgage(s) on the displacement dwelling; and
    - The expenses incidental to the purchase of the replacement dwelling, limited to the lesser of either the costs that would have been incurred had the person purchased a comparable replacement dwelling or the actual expenses.

17.2.2 Less than 90-Day Owner Occupant

This status identifies a displaced person as one who has actually and lawfully occupied the dwelling to be acquired for the project less than 90 days immediately prior to the initiation of negotiations for its purchase. Please note that this category includes owners and tenants.

A person is considered to be in this category if the person has actually rented and occupied or owned and occupied the displacement dwelling for less than 90 days prior to the initiation of negotiations for its purchase by the Iowa DOT.

17.2.3 Subsequent Occupants

This status denotes occupants that begin their occupancy after acquisition of the property. Persons who occupied the property after its acquisition by the Iowa DOT are provided advisory assistance and services if such assistance is needed and is requested in writing.

17.2.4 Multiple Occupants of One Displacement Dwelling

When two or more occupants live together, they may be considered a family unit for relocation assistance purposes, and one comparable housing study is prepared and presented to them as a unit. If they elect to move to separate replacement dwellings, each occupant is entitled to a reasonable prorated share, as determined by the Iowa DOT, of any relocation payments that would have been made if the occupants had moved together to a comparable replacement dwelling. If the Iowa DOT determines that two or more occupants maintained separate households within the same dwelling, each occupant has separate entitlement to relocation payments.

All residential displacees, except persons occupying the property after it was acquired by the Iowa DOT, are entitled to comparable replacement housing, moving cost reimbursement, and advisory services.

17.3 Replacement Housing

While displacees are entitled to purchase the replacement housing of their choice, state and federal requirements necessitate that minimum standards be in place before public funds may be used for participation in the costs.

All RHP categories have specific requirements for eligibility and computation. However, all categories also have a number of features in common.

17.4 Determining the Cost of a Comparable Replacement Dwelling

The upper limit of a purchase supplement is based on the cost of a comparable replacement dwelling. A minimum of one to three comparable replacement dwellings should be located by the relocation advisor so that the addresses and locations can be provided to the displacee. If less than three are available in the local market, the relocation advisor should document the extent of the search that was conducted.

If possible, the comparable replacement dwellings are selected within the neighborhood from which the person was displaced. When it is not possible to find replacement dwelling within the neighborhood, comparables are selected from nearby or similar neighborhoods with housing costs that are generally the same or higher than the displacee's former neighborhood.

The relocation advisor should state the reasons for selecting the most comparable dwelling. An obviously overpriced dwelling should be ignored.

In some cases, there may not be suitable properties available for sale. The relocation advisor may then determine that in order to provide comparable replacement housing, last resort housing is necessary. In these cases, the Iowa DOT cannot ensure the availability of comparable replacement housing until the housing is DSS and available for occupancy.

It may be determined that new construction or rehabilitation of existing housing is necessary. An example of circumstances under which new construction would be acceptable is when there is a partial acquisition of an operating farm operation that includes the acquisition of the owner-occupied dwelling. In this case, new construction of a replacement dwelling would be appropriate.

17.5 Adjustments to the Price of the Displacement Dwelling

If the comparable replacement property lacks a major exterior attribute that the displacement property has, the contributive value of that attribute may be subtracted from the approved appraised value of the residential portion of the property for purposes of calculating the maximum payment.

When locating comparable replacement properties, the relocation advisor should make every attempt to locate a comparable that includes all the amenities of the displacement and may consider attributes that the comparable has in offsetting attributes found in the displacement. Examples of such adjustments include lot size, location, street surfacing, swimming pool, decks, patios, outbuildings, etc.

17.6 Price Differential or Supplemental Housing Payment

The price differential is the amount that must be added to the final acquisition price, whether it is established through the approved appraised value, negotiated settlement, or condemnation (or an appeal from condemnation) of the displacement dwelling to provide an amount equal to the lesser of:

- The reasonable cost of a comparable replacement dwelling as determined by the Iowa DOT; or
- The purchase of the DSS replacement dwelling actually obtained and occupied by the displacee.

If the displacee has a disability or requires modifications in their accommodations that are necessary for their reasonable enjoyment of the replacement dwelling, those needs should be considered. Because it may be difficult to find properties to accommodate those special needs, the reasonable cost of the modifications may be reimbursed in addition to the calculated RHP.

RHPs provide another set of benefits for persons displaced from their homes by public improvement projects. These RHPs are designed to help eligible, displaced persons to move into housing which is DSS, adequate for their needs, and comparable to where they lived before the displacement required their move. These payments are available to residential displaced persons only.

The three basic RHPs are supplemental housing payments, rental assistance, and down payment assistance. Sometimes even these payments are not sufficient to meet the objectives of the law and regulations, and it is necessary to provide last resort housing payments or procedures. Please see 761 IAC 111.404(1).

All RHP offers are conditional. In order to receive the maximum amount calculated, the displacee must spend or be legally committed or bound to spend the amount indicated on the offer as the basis for the determination.

Displacees are not required to relocate to housing that keeps them in the same occupancy status. Tenants are eligible for assistance in the purchase of replacement housing and owners are eligible for rental assistance.

17.7 Calculating Residential Portion

If the displacement dwelling is a part of a property that is not just a single-family residence but contains another dwelling unit, has space used for nonresidential purposes, and/or is located on a lot that is larger than typical for residential purposes, only the acquisition price that is actually attributable to the displacement dwelling is considered.

17.8 Calculating Benefits for Partial Owners

If a partial owner is the occupant of the property, the calculation of the supplemental housing payment is somewhat different.

To receive the maximum payment, an owner occupant with a partial interest must spend their share of the acquisition payment plus the amount of the computed replacement housing payment in order to receive the maximum computed replacement housing payment. Owner occupants with partial interests who cannot secure financing or who cannot afford to purchase comparable replacement housing may be treated as tenants and receive rental assistance.

17.9 Mortgage Increase Differential Payment (MIDP)

A mortgage interest differential payment is intended to compensate the displaced owner occupant for the increased costs of refinancing their current mortgage on a comparable property. The mortgage on the displacement dwelling must have been a bona fide and valid lien, including a home equity loan, in existence for at least 180 days prior to the initiation of negotiations. More than one qualifying mortgage may be considered.

The payment for increased mortgage interest cost is the amount which reduces the mortgage balance on a new mortgage to an amount which could be amortized with the same monthly payment (principal and interest) as that for the mortgage(s) on the displacement dwelling.

17.10 Exceptions to the Prevailing Interest Rate

There are instances when the displacee cannot become eligible for the prevailing interest rate due to the amount of the new mortgage, credit difficulties, or some other reason. In these cases, the file should be documented, and the computation of the MIDP is based on the mortgage interest rate that the displacee can qualify for and obtain.

17.11 Incidental Expenses

Reimbursement may be made for the actual and reasonable expenses incurred by the displacee in the purchase of a replacement dwelling and customarily paid by the buyer.

Inspections of the replacement dwelling are also reimbursable costs. These include whole house inspections, furnace inspections, and other inspections as necessary.

17.12 Payment After Death

An RHP is personal to the displaced person, and upon their death, the undisbursed portion of any RHP is not paid to the heirs or assigns.

17.13 Recalculating Supplemental Housing Payments

Supplemental housing payments are conditional and subject to recalculation. The initial determination and offer are based on the approved appraised value of the displacement dwelling and available comparable replacement dwellings at the time of the study. In the event the compensation for the residential portion changes through either Administrative Settlement or eminent domain proceedings, the amount of the supplemental payment may change.

In the event that the determination made by a compensation commission is appealed to a district court, a significant delay may ensue. If the displacee opts to move prior to final adjudication, the displacee is required to sign an agreement (similar to the Replacement Housing and Possession Agreement) that requires the displacee to refund any part of the supplemental housing payment for which they are not eligible, based on the final adjudicated residential value as determined by the court.

17.14 Rental Assistance Payment

If an owner occupant of 180 days or more—who could be eligible for a supplemental housing payment to purchase replacement housing—instead elects to rent a replacement dwelling, they are eligible for a rental supplement. The amount of the rental supplement payment is based on a determination of market rent for the acquired dwelling compared to a comparable rental dwelling available on the market. The difference, if any, is computed and disbursed in accordance with the procedures for tenant occupants of 90 days or more. Under no circumstances would the rental assistance payment exceed the amount that could have been received had the 180-day homeowner elected to purchase and occupy a comparable replacement dwelling.

Chapter 18 Tenant-Occupied Residences

18.1 Purpose

The purpose of this chapter is to identify different categories of displaced tenants and how those in each category may gain assistance through various types of tenant-specific benefits. State and federal requirements provide significant benefits for tenants displaced from their homes as a result of a public project.

18.2 Occupancy Status of Tenants

18.2.1 Occupants of 90 Days or More

A person is considered to be in this category and may be eligible for a rental supplement if the person has actually rented and occupied the displacement dwelling for more than 90 days prior to the initiation of negotiations for its purchase by the Iowa DOT and either rents or purchases and occupies a DSS replacement dwelling within one year after the date they move from the displacement dwelling.

18.2.2 Tenant Occupants of Less than 90 Days and/or Subsequent Tenants

A person is considered to be in this category if the person has actually rented and occupied or owned and occupied the displacement dwelling for less than 90 days prior to, or after, the initiation of negotiations for its purchase by the Iowa DOT.

All RHPs to displacees in this category are paid under last resort housing provisions.

For this category, the procedures and requirements are the same as for tenants of more than 90 days. However, if there is comparable, DSS replacement housing available within the displacee's financial means, the displacee is not eligible for a rental supplemental payment.

18.2.3 Multiple Occupants of One Displacement Dwelling

When two or more occupants live together, they may be considered a family unit for relocation assistance purposes, and one comparable housing study is prepared and presented to them as a unit. If they elect to move to separate replacement dwellings, each occupant is entitled to a reasonable prorated share, as determined by the Iowa DOT, of any relocation payments that would have been made if the occupants had moved together to a comparable replacement dwelling. If the Iowa DOT determines that two or more occupants maintained separate households within the same dwelling, each occupant has separate entitlement to relocation payments.

All residential displacees, except persons occupying the property after it was acquired by the Iowa DOT, are entitled to comparable replacement housing, moving cost reimbursement, and advisory services.

18.3 Comparable Replacement Dwelling

No person may be required to move from a dwelling unless they have been offered a comparable replacement dwelling. The Iowa DOT must offer every displaced person at least

one comparable replacement dwelling and, if possible, three.

18.4 Rental Assistance Payments

Payment or eligibility for payment is based upon current rent, including utilities, as well as the monthly rent and utilities for a comparable dwelling. Assistance is limited to 42 months.

Rental assistance payments provide another set of benefits for persons displaced from their homes by public improvement projects. These payments are designed to help eligible, displaced persons to move into housing which is DSS, adequate for their needs, and comparable to where they lived before the displacement required their move. Payments are available to residential displaced persons only.

18.5 Determining the Cost of a Comparable Replacement Dwelling

The upper limit of a rental supplement is based on the cost of a comparable replacement dwelling. A minimum of one to three comparable replacement dwellings should be located by the relocation advisor so that the addresses and locations can be provided to the displacee. If less than three are available in the local market, the relocation advisor should document the extent of the search that was conducted.

If possible, the comparable replacement dwellings are selected within the neighborhood from which the person was displaced. When it is not possible to find replacement dwelling within the neighborhood, comparables are selected from nearby or similar neighborhoods with housing costs that are generally the same or higher than the displacee's former neighborhood.

The relocation advisor should state the reasons for selecting the most comparable dwelling. An obviously overpriced dwelling should be ignored.

In some cases, there may not be suitable properties available for sale. The relocation advisor may then determine that in order to provide comparable replacement housing, last resort housing is necessary.

18.6 Down Payment Assistance

Rather than continue to rent, a residential tenant displacee may decide to purchase replacement housing, and it is the policy of the Iowa DOT to encourage home ownership if it is a viable alternative for the displacee. It is not necessary for the relocation advisor to locate comparables for the displacee to purchase, only to compute and advise the tenant of the potential rental supplement discussed earlier.

If the displacee elects to purchase replacement housing, they are eligible to receive either the calculated rental supplemental payment or $7,200, whichever is greater.

The full amount of down payment assistance must actually be applied to the purchase price and/or incidental expenses. The displacee may not use these funds for other purposes. A commitment to spend is not sufficient.

See 761 IAC 111.401(5) for further details.

18.7 Conversion of Payment

A displaced person who initially rents replacement housing and receives a rental assistance payment may change their mind and purchase replacement housing. This can be done within one year of moving from the displacement dwelling.

In the event that the person does opt to purchase replacement housing, any rental assistance that has been paid to them is deducted from the calculated rental supplement or down payment.

18.8 Preventing Subsequent Occupancy

Displaced tenants may move prior to the Iowa DOT acquiring the property and receiving possession from the owner of the property. In these instances, it is desirable to acquire the owner's right to rent the property in order to avoid having to relocate a subsequent tenant (i.e., a tenant of less than 90 days). The Iowa DOT reduces potential exposure to increased relocation costs, and the owner does not suffer a loss in rental income before surrendering the property.

18.9 Disbursing Payments

Prior to the disbursement of rental assistance payments, the replacement dwelling must be inspected to ensure it is DSS.

In some cases in which rental assistance requires assignments of future payments to a third party, an Assignment of Interest can be used. Rental assistance payments are vested once they have moved into replacement housing, regardless if they move again.

Chapter 19 Housing of Last Resort

19.1 Purpose

The purpose of this chapter is to define the appropriate ways that displaced persons may be relocated under housing of last resort provisions.

19.2 Methods of Providing Replacement Housing

There is broad latitude in the methods of providing replacement housing, but the method must be cost effective and must be justified on a case-by-case basis unless a determination is made that housing of last resort assistance is necessary for an entire project.

Possible methods include, but are not limited to, the following.

19.2.1 For Owners

- Payments in excess of the $31,000 monetary limit. Most of the time, this is the situation that triggers the implementation of last resort payments and the need to complete the documentation requirements that accompany it.
- Rehabilitation of and/or additions to an existing replacement dwelling. There may be occasions when there is available housing, but it may be necessary to cure DSS deficiencies or make modifications that would make an otherwise deficient replacement dwelling work for the displacee. If cost effective, this a viable solution to solve the displacee's housing needs.
- The purchase of land and/or a replacement dwelling by the Iowa DOT with subsequent lease to, or sale to, or exchange with a displacee
- The removal of barriers for persons with disabilities
- A change in status of the displacee, with their agreement, from homeowner to tenant, if it is more economical to provide a down payment rather than a housing of last resort rental supplemental payment

19.2.2 For Tenants

- Payments in excess of the $7,200 monetary limit. If a rental assistance payment in excess of $10,000 is necessary, the payments may be provided in periodic installments (generally annually). The relocation advisor should seek input from the relocation supervisor and/or production coordinator on payments over $10,000. If the relocation advisor believes that it would be in the displacee's best interest (because of a personal circumstance or condition) to provide a payment that is less than $10,000 in periodic installments, the relocation supervisor and/or production coordinator should be consulted.
- A direct loan with regular amortization or deferred repayment, secured or unsecured, interest bearing or interest free
- The purchase of land and/or a replacement dwelling by the Iowa DOT with subsequent lease to, sale to, or exchange with a displacee
- The removal of barriers to persons with disabilities
- A change in status of the displacee, with their agreement, from tenant to homeowner, if it is more economical to provide a down payment rather than a housing of last resort rental supplemental payment

19.2.3 New Construction

New construction may be warranted when a partial acquisition from an operating farm includes the acquisition of an owner-occupied dwelling with suitable remaining land to build on. The Iowa DOT has historically agreed with the necessity of the owner operator to remain living on the farm operation.

New construction may also be warranted when comparable replacement housing is not available in the market. For example, a rural market may not have any available rural residential properties for sale at the time of displacement. The need for particular attributes, such as several bedrooms for a displacee with a large family, may necessitate new construction if adequate DSS housing is not available in the market at the time of displacement.

19.3 Documentation

To document the need for last resort housing provisions, the relocation advisor develops a written plan that addresses the circumstances of the displacee, the problems encountered, and the proposed solution. This plan must provide a solution that is legally possible, cost effective, and orderly. This plan is submitted to the relocation supervisor for review and approval.

Chapter 20 Residential Moving Payments

20.1 Purpose

The purpose of this chapter is to describe the different methods of completing a residential move and what kinds of assistance payments are available for each of these types of moves.

20.2 Types of Payments

Residential moving expense payments are designed to compensate the displacee for moving and moving-related expenses that are incurred as a result of having to move from their dwelling or to move personal property as a result of the project.

20.2.1 Actual Cost Method

Any owner or tenant occupant of a dwelling who qualifies as a displaced person is entitled to payment or reimbursement of those actual and reasonable expenses that the Iowa DOT determines to be necessary for a successful move.

20.2.2 Scheduled Method

Any person displaced from a dwelling or seasonal residence may choose to receive a fixed lump sum amount which includes a dislocation allowance for utility reconnection fees as an alternative to reimbursement of actual expenses. This scheduled or fixed method is based on the number of rooms of furniture in the dwelling from which the move occurred.

It may be appropriate to reimburse the residential displacee for their time in packing and/or unpacking their personal property, regardless of whether the displacee elected to use a commercial mover. If there are special items of personal importance that the displacee elects to move themselves, it may be reasonable to allow a payment as compensation for this unusual amount of effort.

20.2.3 Combination of Actual and Scheduled Methods

In some cases, persons who plan to claim only a fixed payment may also be eligible for additional moving options to aid in moving personal property that is not considered in the Fixed Moving Cost Schedule and that is located outside the dwelling (such as a jungle gym, hot tub, etc.). These options may also apply to personal property items located within the dwelling which require specialized moving assistance (such as a piano, pool table, medical equipment, etc.). In these situations, the displacee may also be eligible for a payment based on actual costs for a self-move of these items.

20.3 Additional Moving Reimbursements or Eligibilities

In cases in which the displacee is older, has special needs, or cannot physically perform the task, the relocation advisor obtains estimates and payment is made on an actual and reasonable cost basis.

Displacees move or dispose of all personal property prior to receipt of the moving payment. The intent is to ensure that significant items of personal property and any unwanted or discarded

materials that are substantial enough to attract rodents or other pests are removed.

Storage of personal property is an eligible expense for a maximum of 12 months. This would include the cost to move into and out of storage. If a dumpster is required, it would be considered an eligible expense.

During the relocation advisor's inspection of the property to be acquired, hazardous items should be noted and pointed out to the displacee to alert them to special disposal procedures. Other items of personal property which may be located outside the dwelling also need to be moved. These items may include contents of garages or other outbuildings and sheds, satellite systems, liquid propane tanks, ornamental displays, portable clothesline poles, swing sets, aboveground swimming pools, etc.

20.4 Ineligible Expenses

The following expenses are not eligible for reimbursement as residential moving and moving-related expenses.

- The cost of moving any structure or real property improvement in which the displacee reserved ownership
- Interest on a loan to cover moving expenses
- Personal injury
- Legal or other costs of preparing a claim for a relocation payment or for representing the displacee with the Iowa DOT
- Expenses for searching for a replacement dwelling
- Expenses for storage of personal property at a location where the displacee has an ownership or tenant interest

Chapter 21 Mobile Homes

21.1 Purpose

The purpose of this chapter is to explain the circumstances under which a mobile home occupant is considered a tenant or an owner and how this affects the types of benefits they are eligible to receive.

21.2 Policy

A person displaced from a mobile home is entitled to the same benefits and payments as a person displaced from a conventional dwelling.

In Iowa, a "mobile home" is defined in IC § 321.1(36C.a) as "any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon pubic streets and highways and so designed, constructed or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons." Mobile homes are not built to a mandatory building code, contain no state or federal seals, and were built before June 15, 1976.

Mobile homes present unique situations, as they may be considered either real property or personal property, and there may be a separation of ownership between the dwelling and the site.

These differences present two general problems. The first involves a decision concerning whether to acquire or move the mobile home from subject property. The second is a major increase in the complexity of determining the relocation assistance payments for which the displaced person is eligible.

21.3 Realty Versus Personal Property

The first consideration when dealing with mobile home moves is to determine the status of the mobile home as real or personal property. In Iowa, if a mobile home is located in a mobile home park, it must be titled and is subject to the mobile home square foot tax. If it is permanently placed outside a mobile home park, the mobile home is assessed and taxed as real estate. For relocation assistance purposes, a mobile home is considered to be personal property unless the mobile home has been permanently affixed to the site and is now considered part of the real estate. In this case, the mobile home is appraised and acquired as part of the real estate.

21.4 Mobile Home Versus Site

Mobile homes, unlike conventional structures, may be separated from their sites from an ownership standpoint. Since a mobile home displacement often has two distinct components—the mobile home itself and the site—it is often necessary to compute two separate RHPs. It is not unusual to have payments that reflect a different status (owner or tenant), since the displacee might own the mobile home but rent the site or vice versa.

21.5 Owner Versus Tenant

Like conventional dwellings, RHPs for persons displaced from mobile homes differ based on

their status as homeowner or tenant. For RHP purposes, the occupant's status as an owner or a tenant is determined by the ownership or tenancy of the mobile home and not the site on which it is located.

Thus, an occupant of a mobile home who owns the mobile home and its site and an occupant who owns the mobile home but not the site are both homeowners for RHP purposes and are eligible for a supplement payment. Conversely, an occupant who owns the site but rents the mobile home is a tenant for rental supplement purposes and is eligible for a rental assistance payment not to exceed $7,200, unless housing of last resort provisions apply.

Eligibility for RHPs parallels the requirements for occupants of conventional dwellings.

21.6 Moving Costs and Related Expenses

Any displaced person who owns and/or occupies a mobile home located within the proposed acquisition area is entitled to reimbursement of moving costs and related expenses for moving the mobile home—if it is considered personal property—and/or for moving the contents of the mobile home.

21.6.1 Moving Expenses for Mobile Homes Occupied by Owners

An owner occupant of a displaced mobile home classified as personal property and not acquired by the Iowa DOT may be reimbursed for moving and moving-related expenses on an actual cost basis—provided the Iowa DOT determines the costs are reasonable and necessary—or a scheduled move basis for the contents of the mobile home. Experience indicates it is necessary to remove the personal property in the mobile home prior to the moving of the home so that the structural integrity of the mobile home is not jeopardized by the move.

If a displaced owner occupant is reimbursed for the cost of moving the mobile home and any necessary related expenses, that displacee is not eligible to receive a supplemental housing payment for the mobile home itself. However, the displacee may be eligible for a supplemental payment in connection with the rental or purchase of a replacement site, depending upon the length and type of occupancy on the displacement site.

21.6.2 Moving Expenses for Mobile Homes With Nonoccupant Owners

A nonoccupant owner of a displaced mobile home that is not acquired by the Iowa DOT may be reimbursed for the actual and reasonable cost of moving the mobile home from the site based on moving estimates. The use of business move procedures is proper in this case because the mobile home is personal realty and may be used for a business. As a business, the owner also has the option of a self-move. Since the owner in this case is not an occupant, there is no eligibility for an RHP.

21.6.3 Moving Expenses for Mobile Homes Occupied by Tenants

A tenant of a displaced mobile home may be reimbursed for moving their personal property on an actual cost basis or a scheduled move basis. Note that under this category, there may be two moving expense payments: one for the owner to move the mobile home, and one for the tenant to move furnishings and other personal property (similar to when a nonoccupant owner has personal property to be moved from a conventional dwelling).

21.7 Partial Acquisition of a Mobile Home Park

If the proposed partial acquisition of a mobile home park leaves a remainder that is not adequate to continue the operation of the park, the Iowa DOT may determine that the remaining tract has become an uneconomic remnant. The Iowa DOT may elect to acquire the entire tract or consider a highest and best use change for the subject property. In either event, the remaining mobile homes located on the remainder may be considered displaced as a result of the project, and the owners or tenants of those homes are eligible for payments and assistance. These determinations are usually made during the appraisal process, but may also occur during acquisition activities.

Chapter 22 Nonresidential Relocation Assistance

22.1 Purpose

This portion of the manual discusses nonresidential aspects of moving businesses; farm operations; NPOs; simple, personal, property-only moves; and advertising devices, both on- and off-premise.

22.2 Nonresidential Displacements

For relocation assistance purposes, the term "person" is any individual, family, partnership, corporation, or association. The term "business" means any lawful activity, except a farm operation, that is conducted:

- Primarily for the purchase, sale, lease, and/or rental of personal and/or real property, and/or for the manufacture, processing, and/or marketing of products, commodities, and/or any other personal property;
- Primarily for the sale of services to the public;
- Primarily for outdoor advertising display purposes when the display must be moved as a result of the project; or
- By a nonprofit organization that has established its nonprofit status under applicable federal and state law.

22.3 Payments for Moving and Moving-Related Expenses

Simple personal property moves and advertising device moves are limited to reimbursement of moving expenses.

Businesses, farm operations, and NPOs may choose either of two methods, or a combination of both, for computing nonresidential moving expense payments.

Any individual, business, farm operation, or NPO that qualifies as a displaced person is entitled to payment or reimbursement of those actual and reasonable expenses that the Iowa DOT determines to be necessary for a successful move.

The Appraisal and the Acquisition/Relocation Sections should concur regarding the realty property versus personal property determinations prior to the development of issues. Upfront planning and communication are very important to ensure the success of the negotiations and move.

The approved appraisal report should include these determinations. Fixtures and other equipment considered to be part of the real property should be identified, but it is possible that some items may require further identification. Misunderstandings and clarifications must be identified and resolved. The relocation advisor is responsible for bringing any questions to the attention of the relocation supervisor and/or production coordinator for discussion.

22.3.1 Self-Moves

A displacee may elect to take full responsibility for the move of their business, farm operation, NPO, personal property, or advertising device. This provision allows the Iowa DOT to reimburse

the displacee for the move, but the cost determination and levels of documentation which are required vary based on the estimated cost of the move. Payment to a displacee for a self-move never exceeds the lower of two firm bids received for the larger, more complicated moves or the relocation advisor's estimate based on local information.

The documentation and monitoring requirements for the following categories are:

- Uncomplicated self-moves of $5,000 or less

Self-moves in this category are considered uncomplicated, as the move basically requires labor and a truck. The difference between this move and the previous category is the quantity of items to be moved, transported, and unloaded.

- Complicated self-moves and moves of more than $5,000

Moving costs in this category are not to exceed moving bids by competent, knowledgeable, professional movers. Monitoring these moves is necessary to ensure that the amounts reimbursed are reasonable and necessary and that the required methods and special handling, if any, were actually performed. Generally, more expensive moves require more monitoring than less expensive moves.

- Actual cost self-moves

Actual cost self-moves must be planned and monitored in a manner similar to the category of complicated self-moves of $5,000 or more. If the displacee uses their own employees, reasonable and acceptable documentation of their salaries and time spent must be provided.

The relocation advisor explains to the displacee that the amount to be reimbursed is to be based on the lower of two firm bids.

22.3.2 Commercial Moves

Commercial moves are moves performed by competent, licensed, and insured moving firms that are based on firm bids. The displacee may contract with the commercial mover of their choice, but reimbursement by the Iowa DOT is limited to the lower of two bids.

22.3.3 Eligible Actual Moving Costs

- Transportation of the displaced person and personal property for a distance not to exceed 50 miles, unless transportation exceeding 50 miles is determined to be justified
- Packing, crating, unpacking, and uncrating personal property
- Disconnecting, dismantling, removing, reassembling, and reinstalling items such as machinery, equipment, substitute personal property, and connections to utilities available within the building
- Modifications to the personal property that are mandated by law, code, or ordinance to adapt them to the replacement structure and replacement site, as well as modifications necessary to adapt the utilities at the replacement site to the personal property
- Storage of personal property, not to exceed 12 months
- Insurance for the replacement value of the property in connection with the move and necessary storage

- Replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available
- Any license, permit, fees, or certification required of the displaced person at the replacement site; reimbursement may be based on the remaining useful life of the existing license, permit, fees, or certification
- Professional services that are determined to be actual, reasonable, and necessary
- Relettering signs and replacing stationery on hand at the time of the displacement that are rendered obsolete as a result of the move
- Actual, direct loss of tangible personal property incurred as a result of moving or discontinuing the business or farm operation; payment is limited to either the fair market value in place—less proceeds from sale—or the cost to move, whichever is less
- The reasonable cost incurred in attempting to sell an item that is not to be relocated
- Purchase of substitute personal property if an item, which is used as part of the business or farm operation, is not moved, but is promptly replaced with a substitute item that performs a comparable function at the replacement site; payment is limited to the lesser of either the cost of the substitute item—minus proceeds from sale or trade-in of the replaced item—or the cost to move and reinstall the replaced item
- Searching for a replacement site, limited to $2,500
- Low value/high bulk: When the cost to move an item is disproportionate to its value, the allowable moving cost payment will not exceed the lesser of either the amount which would be received if the property were sold at the site or the replacement cost of a comparable quantity delivered to the new business site

22.3.4 Related Nonresidential Eligible Expenses

The following expenses shall be provided if the Iowa DOT determines that they are actual, reasonable, and necessary:

- Connection of available, nearby utilities from the right of way to improvements at the replacement site
- Professional services performed prior to the purchase or lease of a replacement site to determine its suitability for the displaced person's business operation
- Impact fees or onetime assessments for anticipated heavy utility usage

22.4 Reestablishment Payments

In addition to actual moving expenses, a small business, farm, or NPO is entitled to receive a payment, not to exceed $25,000, for expenses that the Iowa DOT determines to be reasonable and necessary in connection with reestablishing such small business, farm, or NPO at a replacement site. Reimbursement of reestablishment expenses may not exceed $25,000 (see 761 IAC 111.304).

22.4.1 Eligible Expenses

Eligible expenses include, but are not limited to:

- Repairs or improvements to the replacement real property as required by law, code, or ordinance
- Modifications to the replacement property to accommodate the business or render replacement structures suitable for conducting the business

- Construction and installation costs for exterior signage to advertise the business
- Redecoration or replacement of soiled or worn surfaces at the replacement site
- Advertisement of the replacement location
- Estimated increased costs of operation during the first two years at the replacement site

It is important to remember that such expenses should be necessary to reestablish the present operation, not to improve it, allow it to enter new markets, or do those things that the operation should have done itself or wanted to do at the displacement location. Displacement provides an excellent opportunity for an operation to do all of those things itself, but they should not be accomplished with public funds.

22.4.2 Ineligible Reestablishment Expenses

The following is a nonexclusive listing of reestablishment expenditures not considered to be reasonable, necessary, or otherwise eligible for reimbursement:

- Purchase of capital assets, such as office furniture, filing cabinets, machinery, or trade fixtures
- Purchase of manufacturing materials, production supplies, product inventory, or other items used in the normal course of the operation
- Interest on money borrowed to make the move or purchase the replacement property
- Expenses incurred to reestablish a part-time business in the home which does not contribute materially to the displacee's income

22.5 Nonresidential Fixed Payment for Moving Expenses or in Lieu of Payment

A displaced business, farm operation, or NPO may be eligible to choose to accept a fixed payment in lieu of the payments for actual moving and related expenses and actual reasonable reestablishment expenses. Landlords and billboard owners are not eligible for a fixed payment.

Payment under this category can range from a minimum payment of $1,000 to a maximum payment of $40,000.

There are several advantages to the fixed payment. First, it is simple to administer and relieves the Iowa DOT and the displacee of having to detail actual moving costs. Second, it provides flexibility for the displacee to use the fixed payment to cover those costs it deems to be most important. This can be especially useful for the eligible operation which chooses not to reestablish and may have to cover loss of income or the cost of discontinuing operations.

Not all small businesses, farm operations, or NPOs are eligible for a fixed payment under this category. To be eligible for this payment, the displacee must meet certain criteria. Specific requirements and payment calculations for small businesses, farm operations, and nonprofit organizations are slightly different.

22.5.1 Business or Farm Operations

An eligible, displaced business may choose a fixed payment in lieu of the payments for actual moving and moving-related expenses and actual, reasonable reestablishment expenses if it is acquired as a total acquisition; the fixed payment may not be less than $1,000, nor more than $40,000. Certain criteria must be met:

- The business owns or rents personal property which must be moved in connection with such displacement and for which an expense would be incurred in such move, and the business vacates or relocates from its displacement site;
- The business cannot be relocated without a substantial loss of its existing patronage (clientele or net earnings). A business is assumed to meet this test unless the Iowa DOT determines that it will not suffer a substantial loss of its existing patronage;
- The business is not part of a commercial enterprise having more than three other entities which are not being acquired by the Iowa DOT and which are under the same ownership and engaged in the same or similar business activity;
- The business is not operated at the displacement dwelling or site solely for the purpose of renting to others; and
- The business contributed materially to the income of the displaced person during the two taxable years prior to the displacement.

The fixed payment calculation for farm operations is similar to that of a business. The fixed payment is based on the average net earnings, from all sources, for the two years prior to displacement. In Iowa, if a farm operation had a loss during one year, the farm operation is not penalized; rather, the net income for that year is considered to be zero.

If the farm operation was not in operation for the two full years prior to displacement, like the business, net earnings are prorated to an annual amount for the partial year or over a two-year period, whichever is greater.

22.5.2 Partial Acquisition of a Farm Operation

In the case of a partial acquisition of land that was a farm operation before the acquisition, the fixed payment shall be made only if the Iowa DOT determines that:

- The acquisition of part of the land caused the operator to be displaced from the farm operation on the remaining land; or
- The partial acquisition caused a substantial change in the nature of the farm operation.

22.5.3 Nonprofit Organization

An NPO is eligible to claim a fixed payment in lieu of actual expenses for moving and moving-related expenses and reestablishment expenses if the Iowa DOT determines the NPO cannot be relocated without substantial loss of existing patronage (membership or clientele). They are assumed to meet this test unless demonstrated otherwise.

Demonstrating such a loss may prove difficult to document. Proceeding with a fixed payment may be in the best interest of all parties. Benefits, including moving and reestablishment expenses, must be provided to the displacee prior to a fixed payment decision being made.

A displaced NPO that meets the criteria described earlier is eligible to claim a fixed payment of a minimum of $1,000 to a maximum of $40,000. The amount of this payment is the average gross revenue of the organization, less administrative expenses, from the two years prior to displacement.

If the NPO was not in existence for the two full years prior to displacement, as in the case of businesses and farm operations, the gross revenue, less administrative expenses, are either

prorated to an annual amount for the partial year or over a two-year period, whichever is more advantageous to the displacee.

Gross revenues may include membership fees, class fees, cash donations, tithes, receipts from sales, or other forms of fund collection that provide money for the organization to operate. Administrative expenses are those that serve as administrative support, such as rent, utilities, salaries, advertising, and other items, as well as fundraising expenses. Expenses for carrying out the purpose of the NPO are not included.

If the NPO intends to claim only the minimum payment of $1,000, a statement signed by the organization indicating that fact is generally sufficient to document the file and generate payment. There may be cases when more documentation is needed, and the relocation supervisor and/or production coordinator should be consulted.

Chapter 23 Advertising Devices (Signs)

23.1 Purpose

The purpose of this chapter is to distinguish between different types of advertising devices and to identify the policies regarding site acquisitions and relocations that involve them.

23.2 Policy

When an advertising sign is located within the proposed acquisition area and the device may be moved to another location, it is considered a nonresidential personal property move, and the owner of the sign is eligible for reimbursement of those actual and reasonable expenses that the Iowa DOT determines are necessary for a successful move. If the device cannot be moved to another location, the device is considered real property and acquired.

The relocation of an advertising sign (generally off-premise) may be subject to Iowa laws regulating outdoor advertising along the state's primary and interstate highways. The law defines various types of outdoor signs and presents the general prohibitions and controls which apply to outdoor advertising.

Advertising signs may be categorized into two main groups: on-premise signs and off-premise signs.

23.3 On-Premise Signs

On-premise signs advertise the principal product sold or activity conducted on the property where the sign is located and may concern the sale or lease of the property on which the sign is located. "For Sale" or "For Lease" signs displaying the legend "Sold" or "Leased" are not legally considered to be on-premise signs. Political signs are considered on-premise signs.

23.4 Off-Premise Signs

The Advertising Management Section in the Office of Traffic and Safety at the Iowa DOT defines off-premise signs as those signs displaying general advertising about products or services available at locations other than at the sign site.

Advertising Management distributes a brochure entitled *Guide to Outdoor Advertising Sign Regulations*, which generally refers to billboards with the above definition and also discusses off-right of way private directional signs; county, municipal, and school district recognition signs; and church and service club signs separately.

The *Guide to Outdoor Advertising Sign Regulations* provides a general overview of current regulations. For specific regulations, please refer to 761 IAC 117.3 (as well as IAC 306B and IAC 306C). The Iowa rules can be found at 761 IAC 117.

Chapter 24 Miscellaneous

24.1 Purpose

The purpose of this chapter is to provide discussions regarding an assortment of issues that do not conform to the content of the other chapters and do not warrant a separate chapter for each of the items presented.

24.2 Claims and Payments

24.2.1 Direct Payments

If the vendor has an outstanding lien with the state of Iowa, the Iowa Department of Revenue may attach any payments to satisfy said lien. When this occurs, it is important that the relocation advisor notify both the displacee and vendor that this has happened. Neither the displacee nor the Iowa DOT are required to make additional payments to the vendor.

24.2.2 Advance Payments

At times, it is necessary to make an advance payment in order to reduce a hardship on a displacee. Funds can be advanced subject to safeguards. In the instance when the displacee needs the RHP funds to close on the replacement dwelling, the displacee is required to sign an agreement to perform. The form required for the advancement of funds is the Relocation Housing Payment Possession Agreement. Other advance (partial) payments may be necessary to enable the displacee to complete a transaction, rent necessary moving equipment, close on the replacement house, etc., prior to actually moving or giving possession of the acquired property. In these instances, the relocation supervisor and/or production coordinator should be consulted. The relocation advisor advises the displacee of the requirements for the early release of funds. The relocation advisor clearly documents the file.

24.2.3 Deductions from Relocation Assistance Payments

No payment may be withheld from a displacee to satisfy an obligation to any creditor.

24.2.4 Time for Filing Claims

All claims for payment must be filed within a specific time frame unless there are extenuating circumstances. This time frame is dependent on occupancy status.

- Tenants must claim payments within 18 months after the date of their move from the displacement.
- For owners, the date is the later of:
    - 18 months after the actual date moved; or
    - 18 months after the final acquisition payment, including condemnation or court awards.

In all residential cases, the eligible expenses must be incurred within 12 months. Business relocations are allowed 18 months to incur and claim.

24.2.5 Not Considered as Income

Relocation assistance payments are not considered income for tax purposes. However, the relocation advisor should avoid giving the impression of providing tax advice.

24.3 Parcel Files

The assigned relocation advisor is responsible for maintaining a parcel file for each displacee. When one parcel has both a residential and nonresidential move, the relocation advisor maintains a parcel file for each. This file contains all information specific to that parcel and contains all documentation needed to support payment of relocation benefits. A summary of payments form is in each file to assist in an up-to-date review of remaining eligibility.

24.4 Project Files

All information gathered on a project that is not parcel specific should be included in the project general file. This includes:

- A relocation plan
- Public hearing information
- Sign information
- ROW Design submittal; housing offers of relocation assistance
- General correspondence; building and moving cost data; financial information

24.5 Transfer of Ownership

Upon request, the displacee transfers ownership of any personal property not moved, sold, or traded in to the Iowa DOT. Usually this is in the form of a notarized Letter of Understanding.

Chapter 25 Relocation Appeal Process

25.1 Purpose

The purpose of this chapter is to explain the appeal process that gives recourse to displacees who feel their displacement has not been satisfactorily resolved. The appeal process should be explained by the relocation advisor to anyone who believes that the Iowa DOT has failed to properly determine the amount of or eligibility for relocation benefits.

25.2 Request for Review

A request for review should be submitted in writing within 60 days after written notification of a relocation assistance determination has been sent or delivered to the displacee. The request should outline the items or issues and amounts in dispute and provide documentation supporting the position. The request for review should be submitted to:

Director, Highway Division
Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010-6993

25.2.1 Response to Request

The relocation supervisor reviews the claim and attempts to resolve the dispute prior to arranging a hearing. If there is a resolution, it is approved by the appellant in writing. A hearing is then not necessary.

25.2.2 Appeal Review Board

If the claim cannot be resolved, the highway division director appoints a three-person review board consisting of persons who have not been involved directly in the matters under appeal. These persons are familiar with the statutes and regulations involved and review the Iowa DOT's records that relate to the matters under appeal. One member of the review board is the district engineer, or their designee.

The relocation supervisor attempts to schedule a time and location convenient to the appellant and notifies the review board, as well as the appellant. Legal counsel for the appellant is not necessary; however, they do have the right to counsel, at their expense.

25.2.3 Hearing Agenda

During the hearing, both the appellant and relocation representative are given a full and equal opportunity to be heard. Both parties may present oral and written information on an informal basis without regard to rules of evidence. Each may object to the information presented and may question those presenting the information.

The appellant may inspect and copy materials pertinent to the claim except those items that are, by law, confidential and not open to public inspection. Consistent with applicable law, the department may impose reasonable conditions on this activity.

25.2.4 Determination of the Decision

Promptly after all information is submitted by the appellant, the committee prepares a decision. The review board may refer back to notes of oral and written information. An internal document is prepared as a written summary of the information considered and a listing of documents received. This document is included in the appeal file.

The decision awards all benefits and payments for which the appellant is deemed to be eligible. This decision also reports the rationale underlying the decision, shows appropriate calculations, and cites the sections of the law or regulations that support the determination.

25.2.5 Decision

Using the report of appeal award, the decision of the review board is reported to the highway division director. The director then forwards the results to the relocation supervisor. At that time, the relocation supervisor notifies the appellant in writing and provides a copy of the appeal award. The appellant is also informed, in writing, of their right to seek judicial review.

All information relating to the claim may be sent by regular mail. The appeal payments, if any, are reported and accepted by the department and are vouchered by the appropriate section in the amount determined by the appeal board and shown in the report of appeal board.

All records related to the claim are retained in the Relocation Assistance Section for three years after the final payment is made for project right of way.

Chapter 26 Exhibits

Acquisition Exhibits

- Administrative Settlement Determination
- Appraisal Waiver
- Certification of Acquisition & Parcel Check Sheet
- Condemnation Hearing Report
- Damage Claim
- Information for Condemnation Proceedings
- Inter-Office Breakdown
- Landowner Consent to Property Examination
- LLC Guidelines for Acquisition Agents
- Offer to Donate
- Offer to Purchase and Notice of Earliest Move Date
- Offer to Purchase Appraisal Waiver
- Receipt for Abstract of Title
- Record of Contact
- Report of Record Ownership & Liens
- Request for ROW Revision
- Revised Offer to Purchase
- ROW Director's Recommendation
- Ten Day Negotiation Waiver
- Tenant Offer to Purchase and Notice of Earliest Move Date
- W-9 Form

Relocation Exhibits

- 30-Day Notice to Vacate Letter UPS
- Abandonment Agreement
- Assignment of Interest
- Claim for Non-Residential Relocation Assistance Reimbursement
- Claim for Residential Relocation Assistance Reimbursement
- Comparable Inspection Sheet
- Determination of Eligibility for Fixed Payment
- Extension Letter
- General Information Notice Letter
- Keep Vacant Agreement
- Letter of Relocation Eligibility
- Mortgage Interest Differential Payment Determination (MIDP)
- Non-Residential Estimated Cost of Self-Move of Personal Property
- Non-Residential Fixed Payment
- Non-Residential Information Form
- Offer of Relocation Assistance – Business, 90 day Notice
- Offer of Relocation Assistance – Farm Operation, 90 day Notice
- Offer of Relocation Assistance – Landlord, 90 day Notice
- Offer of Relocation Assistance – Owner Occupant, 90 day Notice
- Offer of Relocation Assistance – Personal Property &/or Advertising Sign, 90 day Notice
- Offer of Relocation Assistance – Tenant Occupant, 90 day Notice
- Parcel Checksheet
- Receipt for Brochure
- Rental Assistance Payment Summary
- Replacement Housing Payment Summary & Certification
- Replacement Housing Payment Possession Agreement
- Replacement Housing Payment & Possession Warrant Agreement
- Residential Estimated Cost of New Housing
- Residential Last Resort Housing Plan
- Residential Tenant Purchase Agreement
- Subject Inspection Sheet

Form 637012
01/2014

OFFICE OF RIGHT OF WAY - RELOCATION

SUBJECT INSPECTION SHEET
Owner

County _____ Project No. _____ Parcel _____
Name: _____ Tel No.: _____
Street Address: _____ Email Address _____
City, State Zip: _____

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

Number of Persons: _____ Total Gross Monthly Family Income: $_____
Date of Occupancy: _____ ☐ White ☐ Minority

ROOM DIMENSIONS/FEATURES	FINANCIAL INFORMATION
	Owner-Occupant
	Mortgage: No
LIVING ROOM _____	Lender: _____
DINING ROOM _____	Tel. No.: _____
KITCHEN _____	Original Balance: $_____
BEDROOM(S) _____	Current Balance: $_____
_____	Remaining Term: _____ months
_____	Payment: $_____
_____	Interest Rate _____%
OTHER _____	Loan Number:
_____	**Tenant Occupant**
LAUNDRY _____	Monthly Rent: $_____
	Est. Monthly Utilities: + _____
	Base Monthly Rental= $_____

Type of Neighborhood: Residential Location: Urban

Use: Single Family _____ Distance to: Work _____ Shopping _____

Type of House: _____ Construction: Frame _____ Age: _____

Gross Area: _____ S.F. Habitable Area: _____ S.F. Rooms _____ Bedrooms _____ Baths _____

Type of Heating System: Forced Air _____ AC: _____

Built-ins: _____ Basement: _____ Finished _____ %

Misc. Interior Features: _____

Exterior Features: _____ Roof: Asphalt _____

Misc. Exterior Features: _____ Garage: _____ _____ Car

Lot Size: _____ Plans: Purchase Replacement _____

Special Needs *(if any)*: _____

Comments: _____

By: _____ Date _____
, Relocation Assistance Advisor

Return to and Prepared by Valerie Goethals, Right of Way Office, Iowa DOT, 800 Lincoln Way, Ames, IA 50010, 515-239-1361.

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

Phone: 515-239-1135
Toll-Free Phone: 866-282-5809
Fax: 515-239-1247
www.iowadot.gov

RESIDENTIAL TENANT PURCHASE AGREEMENT

Parcel Number **County**

Project Number **Route Number**

Seller: _____

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

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

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

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

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

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

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

Seller

Dated _____

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

X _____
Seller's Signature

Department of Transportation

_____
, Acquisition Supervisor Date

IOWA DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION
LAST RESORT HOUSING PLAN
(NAME) COUNTY
(PROJECT NUMBER)
PARCEL (###)

The needs of (Property Owner's Name) have been assessed and indicate the need to implement the provisions of 49 CFR Part 24.404 Subpart G, Replacement Housing of Last Resort.

Circumstances of Displacee:

(List all occupants by name, age and relationship if appropriate) are the (owner/tenant)-occupants of this (style) house (in/near) (location). This house was built in (year), and has approximately (###) square feet of habitable space. There are (#) bedrooms and (##) baths. This house has been occupied by the (Name's) since (year).

(Adult Occupants Place of Employment). They have a monthly income of approximately $_____. (or) They did not disclose their monthly income. (Children) (is/are) a student at (Name and Location of School).

They plan to (purchase/build/rent) replacement housing in (town).

Replacement Housing Plan:

A relocation study was completed in (Month, Year), and indicated a maximum replacement housing payment of $_____, based on buying/building replacement housing in (Town).

Replacement housing has been provided by making adequate funds available for the (Displacee's). Last Resort Housing provisions have been explained to him/her/them and he/she/they will comply with the payment requirements and procedures.

49 CFR Part 24, Subpart G, Plan Requirements:

1. The method proposed in this plan can be legally accomplished in accordance with the laws of the State of Iowa.
2. Housing is already in place/will be constructed at (New Address) in (Town) and will be occupied by the displacees by (Date).
3. A replacement housing study was completed and it was determined that $_____ was needed to purchase replacement housing.
4. No environmental impact problems are involved.
5. The replacement housing payment will be provided by diverting project funds.
6. Monitoring was provided by personnel from the Relocation Assistance Section.
7. Last Resort Housing Funds may be paid to a third party.

We conclude that this is an equitable solution.

Prepared by:

_____
(Advisor's Name)
Relocation Assistance Advisor

Concurred by:

_____
Relocation Assistance Supervisor

(Date)

Form 637033
01/2014

OFFICE OF RIGHT OF WAY - RELOCATION

RESIDENTIAL ESTIMATED COST OF NEW 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 *(Explain in remarks)*					$
Subtotal					$
Remarks:					

Estimated Cost of Water Supply

Well including well system	
Other *(Explain in remarks)*	
Subtotal	
Remarks:	

Estimated Cost of Landscaping

Ground cover: *(sodding and seeding)*	$	
Plantings: *(trees and shrubs)*	$	
Other *(Explain in remarks)*	$	
Subtotal		$
Remarks:		

Total estimated cost of new replacement housing $ _____

Less estimated value of the residential portion of the taking _____

TOTAL DIFFERENCE $ _____

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 Advisor Date

Form 637013
01/2014

OFFICE OF RIGHT OF WAY - RELOCATION

REPLACEMENT HOUSING PAYMENT
SUMMARY AND CERTIFICATION

SUPPLEMENT DETERMINATION FOR
OWNER OCCUPANT OF MORE THAN 180 DAYS

County _____
Project No. _____
Parcel No. _____

Name:_____
Street Address: _____
City, State Zip: _____
Tel No.: _____

Block A -- Available Comparable Housing For Sale:

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

Block B -- Owner-Occupant Replacement Housing Payment:

The Most Nearly Comparable Housing (Block A) ---- Listing Number _____
Cost of Comparable Housing $_____
Less Acquisition Cost of Housing -_____
Indicated Housing Payment $_____

Block C – Available Comparable Housing For Rent:

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

Block D -- Rent Supplemental Housing Payment:

1.	Most Nearly Comparable Housing Rental (Block C): Listing Number _____ $_____ Per Month x 42 Months = ... $_____ *Less:*	
2.	Economic Rent of Owner-Occupant Acquired Residence including 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 B)*	$

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 Advisor Date . _____ Room Count ☐ Pers. Prop. Move

Form 637014
01/2014

IOWA DOT

OFFICE OF RIGHT OF WAY - RELOCATION

RENTAL ASSISTANCE 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:

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:

1. The Most Nearly Comparable Housing (Block No. __)
   Rental $_____/month including utilities x 42 Months = $_____
   Less:
2. Previous Rent Paid (a) if applicable or (b) or (c)
   a. Economic Rent of Occupied Rental including utilities
   $_____ Per Month x 42 Months = $_____
   b. Average Monthly Rent Paid During the Last 3 Months including utilities $_____ Per Month x 42 Months = $_____
   c. Low Income Household Limit for _____ County $_____
   Thirty Percent (30%) of Average (Household) Gross Monthly Income
   $_____ Per Month x 42 Months = $_____
3. Total Rent Supplement Payment based on lower of 2.(a) (b) or (c) $_____

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 Advisor Date Room Count PP Offer

Form 637036
04/2016

IOWA DOT
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OFFICE OF RIGHT OF WAY - RELOCATION

POSSESSION AGREEMENT

County _____
Project No. _____
Parcel No. _____

This agreement is made and entered into by and between Iowa Department of Transportation, hereinafter called "Agency", and _____, hereinafter called "Relocatees" or "Sellers".

Relocatees herein request temporary waiver of:

1) One of the specific eligibility requirements for a replacement housing payment - the requirement that they actually occupy a decent, safe, and sanitary replacement dwelling prior to receipt of their replacement housing payment.

2) One of the specific requirements of Right of Way Agreement dated _____ - the requirement that they agree to surrender physical possession of the premises prior to receipt of their possession agreement.

Therefore, it is agreed as follows:

1) Agency will pay Relocatees' replacement housing payment in the amount of $_____ to _____ in advance of their actual occupancy of the replacement dwelling, with the specific understanding and agreement that this advance payment is necessary to enable the Relocatees to relocate and occupy the decent, safe, and sanitary dwelling located at _____ as their permanent and legal place of abode no later than _____.

2) Agency will release Sellers' possession warrant in the amount of $_____ to _____ in advance of their actual surrender physical possession of the premises located at _____. It is the specific understanding and agreement that this advance payment is necessary to enable the Sellers to close on their replacement dwelling on _____.

3) Relocatees unconditionally promise and agree that in the event they fail to occupy the above-designated replacement dwelling as their permanent and legal place of abode by _____, they will return the full amount of the replacement housing payment to the Agency immediately (within 48 hours).

4) Sellers unconditionally promise and agree that in the event they fail to surrender physical possession of the above-designated premises by _____, they will pay rent at the rate of $_____ per day, thereafter.

5) Sellers further agree to notify the Agency and arrange to surrender physical possession of the premises prior to vacating per the terms of the Right of Way Agreement. Contact _____ at (515) 239-_____.

6) Sellers agree to leave the premises in a condition substantially the same as acquired by the Agency subject to applicable salvage or retention rights. Sellers agree to remove all unwanted personal property including all trash and junk.

7) It is mutually agreed that, in the event Relocatees pay less that $_____ for their replacement dwelling, the full amount of the replacement housing payment shall be returned to the Agency by Relocatees.

_____
Signature Date

_____
Signature Date

_____
Signature Date

Form 637031
04/2016

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OFFICE OF RIGHT OF WAY - RELOCATION

RELOCATION HOUSING PAYMENT POSSESSION AGREEMENT

County _____
Project No. _____
Parcel No. _____

This agreement made and entered into by and between Iowa Department of Transportation, hereinafter called "Agency", and _____, hereinafter called "Relocatee(s)",

Relocatee(s) herein request(s) temporary waiver of one of the specific eligibility requirements for a replacement housing payment -- the requirement that they **actually occupies** a decent, safe and sanitary replacement dwelling prior to receipt of their replacement housing payment.

Therefore, it is agreed as follows:

1. Agency will pay Relocatees' replacement housing payment in the amount of $_____, to _____ in advance of their actual occupancy of the replacement dwelling, with the specific understanding and agreement that this advance payment is necessary to enable the Relocatee(s) to relocate and occupy the decent, safe and sanitary dwelling located at _____ as their permanent and legal place of abode no later than _____, following receipt of this advance replacement housing payment.

2. Relocatee(s) unconditionally promise(s) and agree(s) that, in the event they fail(s) to occupy the above-described replacement dwelling as their permanent and legal place of abode by _____ (following receipt of this advance replacement housing payment), they will return the full amount of the previously designated payment to the Agency immediately (within 48 hours).

3. It is mutually agreed that, in the event Relocatee(s) pay(s) less than $_____ for their replacement property, Relocatee(s) shall return the full amount of the payment to the Agency.

_____ _____
Claimant's Signature *Date*

_____ _____
Claimant's Signature *Date*

_____ _____
, *Relocation Assistance Advisor* *Date*

Form 637001
04/2016

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OFFICE OF RIGHT OF WAY - RELOCATION

RECEIPT FOR BROCHURE

County _____
Project _____
Parcel _____

I certify that I am the _ located at ____ and that I have personally received a copy of the Highway Division - Iowa Department of Transportation 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.

This is also to 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: _____

Relocation Assistance Advisor

Form 637022
02/2014

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OFFICE OF RIGHT OF WAY – RELOCATION

PARCEL CHECKSHEET

☐ Residential ☐ Non-Residential ☐ Personal Property County _____
☐ Owner ☐ Tenant ☐ Sign ☐ Landlord Project No. _____
Parcel No. _____

Name _____

New Address: Telephone _____
Street _____
City _____
State _____ Zip _____

RESIDENTIAL:

☐ "Residential -Subject Inspection Sheet"
☐ "Residential-Comparable Inspection Sheet"
☐ Comparable ☐ Replacement Date of Inspection _____
☐ "Replacement Housing Payment Summary and Certification - Owner Occupants"
☐ "Replacement Housing Payment Summary and Certification - Tenant Occupants"
☐ "Offer of Relocation Assistance"
☐ "Mortgage Interest Differential Payment" *(MIDP)*
☐ "Relocation Housing Payment and Possession Agreement"
☐ "Estimated Cost of Self-Move of Personal Property"
☐ "Estimated Cost of New Replacement Housing"
NA Copy of Approved Contract or Condemnation Award & Hearing Report
NA Copy of Title Instrument For Replacement Housing
NA Closing Statement For Replacement Housing
NA Pictures ☐ Subject ☐ Comparable ☐ Replacement
NA Last Resort Housing Plan
NA Rent Receipts ☐ Subject ☐ Replacement

NON-RESIDENTIAL:

☐ "Non-Residential Information Sheet"
☐ "Offer of Relocation Assistance"
☐ "Estimated Cost of Self-Move of Personal Property"
☐ "Fixed Payment for Business Move"
NA Copy of Approved Purchase Agreement or Condemnation Award & Hearing Report
NA Business Move Estimate ☐ Agent ☐ Moving Company
NA Inventory ☐ List ☐ Pictures

Submitted By: _____ Date Reviewed By: _____ Date

To avoid losing part or all of your relocation benefits:

- Make any offer to rent or purchase replacement housing **SUBJECT TO DOT APPROVAL AND INSPECTION.**
- **DO NOT MOVE** from your home without first contacting your Relocation Assistance Advisor.
- You must purchase (or, rent) and occupy replacement housing within one year of the date of vacating your displacement dwelling.

The Relocation Assistance Program is very complex. It is important that you read and understand the matters explained in the relocation information brochure, which relate to your eligibility. If at any time you want assistance, please contact your Relocation Advisor _____ at _____.

By _____ Date
Right of Way Advisor

By _____ Date
Relocation Assistance Supervisor

ACKNOWLEDGEMENT

I was personally contacted by the above Right of Way Advisor representing the Iowa Department of Transportation. The Advisor explained the advisory services and entitlements to me. I was further advised that the Iowa Department of Transportation's Relocation Advisor would be available to assist me if any questions arise or, as assistance is needed. I have been given a copy of this notice.

Date _____,20____

_____
Displacee

_____
Displacee

**Displaced persons may appeal relocation assistance if they feel that determination of eligibility of amount of payment is erroneous. The written appeal must be filed within 90 days of the Initial Notice of Eligibility. Further details are in the Relocation Assistance and Advisory Services brochure on page 11.*

A. RENTAL ASSISTANCE

This payment is based on the difference between the monthly rent and utilities of a comparable dwelling and the monthly rent and (average) utilities at your current dwelling, multiplied by 42 (months).

The Iowa DOT has determined that the monthly amount required to rent a comparable dwelling is $_____, including utilities.

This amount was determined after a thorough review of available comparable properties with the most consideration given to the dwelling located at _____.

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

Based on these comparables, your rental assistance payment is $_____*. Disbursement of these funds will be discussed with you.

You do not have to accept any dwelling, which is referred to you. You may choose your own replacement, but it must be decent, safe and sanitary to qualify for a replacement housing payment (RHP).

OR

B. DOWN PAYMENT ASSISTANCE

As a 90-day tenant, you may utilize down payment assistance in the amount of $_____* as a DOWN PAYMENT on a decent, safe and sanitary dwelling, upon qualifying for a loan.

The full amount of the payment will be available at the time of the Real Estate Closing after the dwelling has been determined to be decent, safe and sanitary.

If you opt to use these funds to purchase a dwelling, you must do so within one year of the date of vacating the displacement dwelling. If you have received any amount as a rental assistance payment, then that amount will be deducted from all eligible down payment calculations.

C. INCIDENTAL EXPENSES PAYMENT

Costs for a home inspection as well as any other pre-approved inspections are also reimbursable.

IOWA DOT
SMARTER | SIMPLER | CUSTOMER DRIVEN

www.iowadot.gov

Office of Right of Way-Acquisition/Relocation
800 Lincoln Way/ Ames, Iowa 50010
Phone: 515-239-1135 Email:

Date Negotiations Initiated

_____

When corresponding, refer to:

County: _____
Project: _____
Parcel: _____

OFFER OF RELOCATIONAL ASSISTANCE
TENANT OCCUPANT
90-DAY NOTIFICATION TO VACATE

The Iowa Department of Transportation has made an offer to purchase the above designated parcel of land, on which you reside, for highway right of way. The Iowa Department of Transportation assists persons displaced by the purchase of land for transportation purposes through our Relocation Assistance Program. The payments and services to which you may be entitled are outlined in the brochure previously given to you.

You will not be required to move from the property being acquired for at least 90 days from the date of this notice. At some later date you will be given a written notice and a date by which you must vacate the property. You will have at least 30 days after receipt of the written notice before you must move.

As a tenant-occupant of the property on the date of this offer you are entitled to:

1. **RELOCATION ADVISORY ASSISTANCE**

   The Iowa DOT will assist you in finding a replacement dwelling.

2. **RESIDENTIAL MOVING EXPENSES**

   You may select payment based on:

   A. A Moving Allowance Schedule based on the number of rooms you occupy. Your entitlement under this option is $_____; **OR**

   B. An Actual Cost Move based on at least two written estimates and receipted bills; **OR**

   C. A Combination of the Moving Allowance Schedule and the Actual Cost Move

3. **REPLACEMENT HOUSING PAYMENT**

   As the occupant of the property for 90 consecutive days or more immediately preceding the date of this first written offer, you are eligible for the following benefits:

b. any legal fee or other costs for preparing a claim for a relocation payment or for representing you before the Iowa DOT; or
c. the cost of moving any structure or other real property improvement in which you reserved ownership; or
d. interest on a loan to cover moving expenses; or
e. loss of business goodwill; or
f. loss of profits; or
g. loss of trained employees; or
h. personal injury; or
i. costs for storage of personal property on real property owned or leased by the displaced person.

If you are refused a relocation payment by the Iowa DOT, or believe the payment offered is not enough, you may appeal. No legal assistance is required. Your Relocation Advisor will provide you additional information about the appeal procedure if you desire.

Moving and related payments are not considered as income for the purposes of personal income tax laws. Furthermore these payments are not considered income or resources to recipients of public assistance.

It is important that you understand the matters explained above which relate to your eligibility. Your relocation will be handled by _____. If at any time you need assistance, your advisor can be contacted at _____.

By _____ Date
Right of Way Advisor

By _____ Date
Relocation Assistance Supervisor

ACKNOWLEDGEMENT

I was personally contacted by the above Right of Way Advisor representing the Iowa Department of Transportation. The Advisor explained the advisory services and entitlements to me. I was further advised that the Iowa Department of Transportation's Relocation Advisor would be available to assist me if any questions arise or, as assistance is needed. I have been given a copy of this notice.

Date _____,20____

_____
Displacee

_____
Displacee

IOWA DOT
SMARTER I SIMPLER I CUSTOMER DRIVEN

www.iowadot.gov

Office of Right of Way-Acquisition/Relocation
800 Lincoln Way, Ames, IA 50010
Phone: 515-239-1135/Email:

Date Negotiations Initiated

_____

When corresponding, refer to:
County: _____
Project: _____
Parcel: _____

OFFER OF RELOCATIONAL ASSISTANCE
PERSONAL PROPERTY and/or ADVERTISING SIGN
90-DAY NOTIFICATION TO VACATE

The Iowa Department of Transportation has made an offer to purchase the above designated parcel of land, which you have personal property and/or an advertising device on, for highway right of way. The Iowa Department of Transportation assists persons displaced by the purchase of land for transportation purposes through our Relocation Assistance Program. The payments and services to which you may be entitled are outlined in the brochure previously given to you.

You will not be required to move your personal property for at least 90 days from the date of this notice. At some later date you will be given a written notice and a date by which you must vacate the property. You will have at least 30 days after receipt of the written notice before you must move.

As a tenant-occupant of the property on the date of this offer you are entitled to:

1. **RELOCATION ADVISORY ASSISTANCE**

   The Iowa DOT will assist you in finding a replacement dwelling.

2. **MOVING AND RELATED EXPENSES**

   You may be entitled to payment for such actual moving and related expenses as the Iowa DOT determines to be reasonable and necessary, including expenses for:

   a. Transportation of personal property. Reimbursement is limited to the cost of moving 50 miles, unless the Iowa DOT determines that relocation beyond 50 miles is justified.

   You may move by commercial mover or take full responsibility for all or part of the move. If you elect a "self-move" the Iowa DOT must first obtain at least two acceptable bids or estimates.

   As a matter of information, you should also be aware that you are not entitled to payment under the relocation regulation, for:

To avoid losing part or all of your relocation benefits:

- Make any offer to rent or purchase replacement housing **SUBJECT TO DOT APPROVAL AND INSPECTION.**
- **DO NOT MOVE** from your home without first contacting your Relocation Assistance Advisor.
- You must purchase (or, rent) and occupy replacement housing within one year of the date of vacating your displacement dwelling.

The Relocation Assistance Program is very complex. It is important that you read and understand the matters explained in the relocation information brochure, which relate to your eligibility. If at any time you want assistance, please contact your Relocation Advisor _____ at _____.

By _____ Date
Right of Way Advisor

By _____ Date
Relocation Assistance Supervisor

ACKNOWLEDGEMENT

I was personally contacted by the above Right of Way Advisor representing the Iowa Department of Transportation. The Advisor explained the advisory services and entitlements to me. I was further advised that the Iowa Department of Transportation's Relocation Advisor would be available to assist me if any questions arise or, as assistance is needed. I have been given a copy of this notice.

Date _____,20____

_____
Displacee

_____
Displacee

**Displaced persons may appeal relocation assistance if they feel that determination of eligibility of amount of payment is erroneous. The written appeal must be filed within 90 days of the Initial Notice of Eligibility. Further details are in the Relocation Assistance and Advisory Services brochure on page 11.*

A. PRICE DIFFERENTIAL

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 $_____* is available for the purchase of replacement decent, safe and sanitary dwelling at a cost of $_____* or more.

If the actual replacement dwelling cost is different from the amount shown or if the acquisition price changes, the price differential may change.

If the actual replacement dwelling cost is more than the amount shown and comparable housing is (still) available for $_____* the additional cost will be paid by the displacee.

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.

You do not have to accept any dwelling, which is referred to you. You may choose your own replacement dwelling, but it must be inspected and determined to be decent, safe and sanitary to qualify for a replacement housing payment (RHP).

OR

RENTAL ASSISTANCE

A Homeowner-Occupant who elects to rent replacement housing may be eligible for a rental assistance payment. This amount will not exceed the Price Differential.

B. MORTGAGE INTEREST DIFFERENTIAL PAYMENT

A lump sum payment to offset additional interest costs which you may have to pay as a result of a higher mortgage interest rate may be available to you. Further information is available from your Relocation Advisor.

C. INCIDENTAL EXPENSES PAYMENT

Reimbursement is based on the non-recurring necessary and reasonable costs incurred for the purchase of a comparable replacement dwelling and customarily paid by the buyer.

Costs associated with a mortgage are only reimbursable IF you previously had a mortgage and are limited to the balance of that mortgage.

Costs for a home inspection as well as any other pre-approved inspections are also reimbursable.

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Office of Right of Way-Acquisition/Relocation
800 Lincoln Way, Ames, IA 50010
Phone: 515-239-1135/Email:

Date Negotiations Initiated

_____

When corresponding, refer to:
County: _____
Project: _____
Parcel: _____

OFFER OF RELOCATIONAL ASSISTANCE
OWNER OCCUPANT
90-DAY NOTIFICATION TO VACATE

The Iowa Department of Transportation has made an offer to purchase the above designated parcel of land, on which you reside, for highway right of way. The Iowa Department of Transportation assists persons displaced by the purchase of land for transportation purposes through our Relocation Assistance Program. The payments and services to which you may be entitled are outlined in the brochure previously given to you.

You will not be required to move from the property being acquired for at least 90 days from the date of this notice. At some later date you will be given a written notice and a date by which you must vacate the property. You will have at least 30 days after receipt of the written notice before you must move.

As an owner-occupant of the property on the date of this offer you are entitled to:

1. **RELOCATION ADVISORY ASSISTANCE**

   The Iowa DOT will assist you in finding a replacement dwelling.

2. **RESIDENTIAL MOVING EXPENSES**

   You may select payment based on:

   A. A Moving Allowance Schedule based on the number of rooms you occupy. Your entitlement under this option is $_____; **OR**

   B. An Actual Cost Move based on at least two written estimates and receipted bills; **OR**

   C. A Combination of the Moving Allowance Schedule and the Actual Cost Move

3. **REPLACEMENT HOUSING PAYMENT**

   As the occupant of the property for 90 consecutive days or more immediately preceding the date of this first written offer, you are eligible for the following benefits:

If you are refused a relocation payment by the Iowa DOT, or believe the payment offered is not enough, you may appeal. No legal assistance is required. Your Relocation Advisor will provide you additional information about the appeal procedure if you desire.

Moving and related payments are not considered as income for the purposes of personal income tax laws. Furthermore these payments are not considered income or resources to recipients of public assistance.
It is important that you understand the matters explained above which relate to your eligibility. Your relocation will be handled by _____. If at any time you need assistance, your advisor can be contacted at _____.

By _____ Date
Right of Way Advisor

By _____ Date
Relocation Assistance Supervisor

ACKNOWLEDGEMENT

I was personally contacted by the above Right of Way Advisor representing the Iowa Department of Transportation. The Advisor explained the advisory services and entitlements to me. I was further advised that the Iowa Department of Transportation's Relocation Advisor would be available to assist me if any questions arise or, as assistance is needed. I have been given a copy of this notice.

Date _____,20____

_____
Displacee

_____
Displacee

3. REESTABLISHMENT EXPENSES

In addition to the payments available above, a small business or nonprofit organization may be eligible to receive a payment **NOT TO EXCEED $25,000** for expenses actually incurred in relocating and reestablishing a small business, farm or nonprofit organization at a replacement site.
Reestablishment expenses must be reasonable and necessary as determined by the Iowa DOT. They may include, but are not limited to the following:

a. Repairs or improvements to the replacement real property as required by Federal, State or local law, code or ordinance, including costs incurred in complying with OSHA or ADA requirements at the replacement site.

b. Modifications to replacement property to accommodate the business operation or make replacement structure suitable for conducting the business.

c. Construction and installation costs for exterior signing to advertise the business.

d. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint, paneling or carpet.

e. Advertising of the replacement site

f. Estimated increased costs of operation during the first two years at the replacement site for such items as:
   - Lease or rental charges;
   - Personal or real property taxes
   - Insurance premiums and
   - Utility charges, excluding impact fees

g. Other items that the Iowa DOT considers essential to the reestablishment of the business.

As a matter of information, you should be aware that you are not entitled to payment under the reestablishment regulations for any of the following:

- Purchase of capital assets, such as office furniture, filing cabinets, and machinery or trade fixtures.
- Purchase of manufacturing material, production supplies, product inventory or other items used in the normal course of business operation.
- Interior or exterior refurbishment at the replacement site which is purely aesthetic in purpose, except as paid in (e.) above.
- Interest on money borrowed to make the move or purchase the replacement property.
- Payment to a part-time business in the home which does not contribute materially to the household income.

determines to be reasonable, which are incurred in searching for a replacement location, including:

i. Transportation
ii. Meals and lodging away from home
iii. Time spent searching, based on reasonable salary or earnings.
iv. Fees paid to a real estate agent or broker to locate a replacement site exclusive of any fees or commissions related to the purchase of such site.
v. Connection to available nearby utilities from the right of way to the improvements at the replacement site.
vi. Professional services performed prior to the purchase or lease of a replacement site to determine its suitability (e.g. soil testing, feasibility and marketing studies).
vii. Impact fees or one time assessments directly related to anticipated heavy utility usage
viii. Other moving related expenses as the Iowa DOT determine to be reasonable and necessary.

IMPORTANT in order to qualify for reimbursement of the above-described expenses, you must provide the Iowa DOT with a certified list or inventory of the items to be moved at least 30 days in advance of the start of your move; and Notify the Iowa DOT at least 15 days in advance of the date of the start of your move or disposition of your personal property, and permit the Iowa DOT to make reasonable and timely inspections of the personal property at both the displacement and replacement sites; and permit the Iowa DOT to monitor the move.

Failure to comply with any of the above four requirements may result in your losing all or part of your benefits.

As a matter of information, you should also be aware that you are not entitled to payment under the relocation regulation, for:

- any legal fee or other costs for preparing a claim for a relocation payment or for representing you before the Iowa DOT; or
- the cost of moving any structure or other real property improvement in which you reserved ownership; or
- interest on a loan to cover moving expenses; or
- loss of business goodwill; or
- loss of profits; or
- loss of trained employees; or
- personal injury; or
- costs for storage of personal property on real property owned or leased by the displaced person.

You may either move by commercial mover or take full responsibility for all or part of the move. If you elect a "self-move" the Iowa DOT must first obtain at least two acceptable bids or estimates.

In addition to the above moving and related expenses you may be eligible for:

necessary to adapt it to the comparable site, or the utilities at the replacement site and modifications necessary to adapt the utilities at the replacement site to the personal property.

d. Storage of the personal property not to exceed 12 months, unless the Iowa DOT determines that a longer period is necessary.
e. Insurance for the replacement value of the personal property in connection with the move and necessary storage.

f. Any license, permit or certification required of your business operation at the comparable location. The payment is limited to the remaining useful life of your existing license, permit, or certification.

g. The replacement value of property lost, stolen, or damaged in the process of moving (not through your own fault or negligence or of your agent or employee) where insurance covering such loss, theft or damage is not reasonably available.

h. Professional services necessary for planning the move of the personal property, moving the personal property and installing the relocated personal property at the comparable location.

i. Relettering signs and replacing stationary on hand at the time of displacement that is made obsolete as a result of the move.

j. Actual direct loss of tangible personal property incurred as a result of moving or discontinuing the business operation. The payment consists of the lesser of: the fair market value of the item for continued use at the displacement site, less the proceeds from its sale. (To be eligible for payment, you must make a good faith effort to sell the personal property, unless the Iowa DOT determines that such effort is not necessary. When payment for property loss is claimed for goods held for sale, the fair market value will be based on the cost of the goods to the business, not the potential selling price); or the estimated cost of moving the item, but with no allowance for storage. (If the business operation is discontinued, the estimated cost will be based on a moving distance of 50 miles.)

k. The reasonable cost incurred in attempting to sell an item that is not to be relocated.

l. Purchase of substitute personal property. If an item of personal property which is used as part of a business operation is not moved, but is promptly replaced with a substitute item that performs a comparable function at the replacement site, you will be entitled to a payment for the lesser of the cost of the substitute item, including installation costs at the comparable site, minus any proceeds from the sale or trade-in of the replaced item; or the estimated cost of moving and reinstalling the replaced item, based on the lowest acceptable bid or estimate obtained by the Iowa DOT for eligible moving and related expenses but with no allowance for storage.

m. Searching for a replacement location. A displaced business operation is entitled to reimbursement for actual expenses, not to exceed $2,500, as the Iowa DOT

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Office of Right of Way-Acquisition/Relocation
800 Lincoln Way, Ames, IA 50010
Phone: 515-239-1135/Email:

Date Negotiations Initiated

_____

When corresponding, refer to:
County: _____
Project: _____
Parcel:: _____

OFFER OF RELOCATIONAL ASSISTANCE
LANDLORD
90-DAY NOTIFICATION TO VACATE

The Iowa Department of Transportation has made an offer to purchase the above designated parcel of land, which you lease to others, for highway right of way. The Iowa Department of Transportation assists persons displaced by the purchase of land for transportation purposes through our Relocation Assistance Program. The payments and services to which you may be entitled are outlined in the brochure previously given to you.

You will not be required to move your personal property for at least 90 days from the date of this notice. At some later date you will be given a written notice and a date by which you must vacate the property. You will have at least 30 days after receipt of the written notice before you must move.

1. RELOCATION ADVISORY ASSISTANCE

The Iowa DOT will assist you in finding a replacement dwelling.

2. MOVING AND RELATED EXPENSES

You may be entitled to payment for such actual moving and related expenses as the Iowa DOT determines to be reasonable and necessary, including expenses for:

a. Transportation of personal property. Reimbursement is limited to the cost of moving 50 miles, unless the Iowa DOT determines that relocation beyond 50 miles is justified.

b. Packing, crating, unpacking and uncrating of the personal property.

c. Disconnecting, dismantling, removing reassembling, and reinstalling relocated machinery, equipment and other personal property. This includes connection to utilities available nearby. It also includes modifications to the personal property

ACKNOWLEDGEMENT

I was personally contacted by the above Right of Way Advisor representing the Iowa Department of Transportation. The Advisor explained the advisory services and entitlements to me. I was further advised that the Iowa Department of Transportation's Relocation Advisor would be available to assist me if any questions arise or, as assistance is needed. I have been given a copy of this notice.

Date _____,20____

_____
Displacee

_____
Displacee

INSTEAD OF THE ABOVE MOVING AND REESTABLISHMENT PAYMENTS , you **may** be eligible for:

FIXED PAYMENT

In lieu of payment for actual moving and related expenses and reestablishment expenses, you may elect to receive an amount equal to your business; average annual net earnings in an amount NOT LESS THAN $1,000 OR MORE THAN $40,000. A displaced business is eligible for the payment if the Iowa DOT determines that:

a. The business owns or rents personal property which must be moved in connection with such move and business vacates or relocates from its displaced site.

b. The business cannot be relocated without a substantial loss of its existing patronage (clientele or net earnings). A business is assumed to meet this test unless the Iowa DOT determines that it will not suffer a substantial loss of its existing patronage.

c. The business is not part of a commercial enterprise having more than three other entities which are not being acquired by the Iowa DOT and which are under the same ownership and engaged in the same or similar business activities.

d. The business is not operated at a displacement dwelling solely for the purpose of renting such dwelling to others.

e. The business is not operated at a displacement site solely for the purpose of renting such site to others.

f. The business contributed materially to the income of the displaced person during the two taxable years prior to the displacement.

If you are refused a relocation payment by the Iowa DOT, or believe the payment offered is not enough, you may appeal. No legal assistance is required. Your Relocation Advisor will provide you additional information about the appeal procedure if you desire.

Moving and related payments are not considered as income for the purposes of personal income tax laws. Furthermore these payments are not considered income or resources to recipients of public assistance.

It is important that you understand the matters explained above which relate to your eligibility. Your relocation will be handled by _____. If at any time you need assistance, your advisor can be contacted at _____.

By _____ Date
Right of Way Advisor

By _____ Date
Relocation Assistance Supervisor

3. REESTABLISHMENT EXPENSES

In addition to the payments available above, a small business or nonprofit organization may be eligible to receive a payment **NOT TO EXCEED $25,000** for expenses actually incurred in relocating and reestablishing a small business, farm or nonprofit organization at a replacement site.

Reestablishment expenses must be reasonable and necessary as determined by the Iowa DOT. They may include, but are not limited to the following:

a. Repairs or improvements to the replacement real property as required by Federal, State or local law, code or ordinance, including costs incurred in complying with OSHA or ADA requirements at the replacement site.

b. Modifications to replacement property to accommodate the business operation or make replacement structure suitable for conducting the business.

c. Construction and installation costs for exterior signing to advertise the business.

d. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint, paneling or carpet.

e. Advertising of the replacement site

f. Estimated increased costs of operation during the first two years at the replacement site for such items as:
   - Lease or rental charges;
   - Personal or real property taxes
   - Insurance premiums and
   - Utility charges, excluding impact fees

g. Other items that the Iowa DOT considers essential to the reestablishment of the business.

As a matter of information, you should be aware that you are not entitled to payment under the reestablishment regulations for any of the following:

- Purchase of capital assets, such as office furniture, filing cabinets, and machinery or trade fixtures.
- Purchase of manufacturing material, production supplies, product inventory or other items used in the normal course of business operation.
- Interior or exterior refurbishment at the replacement site which is purely aesthetic in purpose, except as paid in (e.) above.
- Interest on money borrowed to make the move or purchase the replacement property.
- Payment to a part-time business in the home which does not contribute materially to the household income.

i. Transportation
ii. Meals and lodging away from home
iii. Time spent searching, based on reasonable salary or earnings.
iv. Fees paid to a real estate agent or broker to locate a replacement site exclusive of any fees or commissions related to the purchase of such site.
v. Connection to available nearby utilities from the right of way to the improvements at the replacement site.
vi. Professional services performed prior to the purchase or lease of a replacement site to determine its suitability (e.g. soil testing, feasibility and marketing studies).
vii. Impact fees or one time assessments directly related to anticipated heavy utility usage
viii. Other moving related expenses as the Iowa DOT determine to be reasonable and necessary.

IMPORTANT in order to qualify for reimbursement of the above-described expenses, you must provide the Iowa DOT with a certified list or inventory of the items to be moved at least 30 days in advance of the start of your move; and Notify the Iowa DOT at least 15 days in advance of the date of the start of your move or disposition of your personal property, and permit the Iowa DOT to make reasonable and timely inspections of the personal property at both the displacement and replacement sites; and permit the Iowa DOT to monitor the move.

Failure to comply with any of the above four requirements may result in your losing all or part of your benefits.

As a matter of information, you should also be aware that you are not entitled to payment under the relocation regulation, for:

- any legal fee or other costs for preparing a claim for a relocation payment or for representing you before the Iowa DOT; or
- the cost of moving any structure or other real property improvement in which you reserved ownership; or
- interest on a loan to cover moving expenses; or
- loss of business goodwill; or
- loss of profits; or
- loss of trained employees; or
- personal injury; or
- costs for storage of personal property on real property owned or leased by the displaced person.

You may either move by commercial mover or take full responsibility for all or part of the move. If you elect a "self-move" the Iowa DOT must first obtain at least two acceptable bids or estimates.

In addition to the above moving and related expenses you may be eligible for:

- Storage of the personal property not to exceed 12 months, unless the Iowa DOT determines that a longer period is necessary.

- Insurance for the replacement value of the personal property in connection with the move and necessary storage.

- Any license, permit or certification required of your business operation at the comparable location. The payment is limited to the remaining useful life of your existing license, permit, or certification.

- The replacement value of property lost, stolen, or damaged in the process of moving (not through your own fault or negligence or of your agent or employee) where insurance covering such loss, theft or damage is not reasonably available.

- Professional services necessary for planning the move of the personal property, moving the personal property and installing the relocated personal property at the comparable location.

- Relettering signs and replacing stationary on hand at the time of displacement that is made obsolete as a result of the move.

- Actual direct loss of tangible personal property incurred as a result of moving or discontinuing the business operation. The payment consists of the lesser of: the fair market value of the item for continued use at the displacement site, less the proceeds from its sale. (To be eligible for payment, you must make a good faith effort to sell the personal property, unless the Iowa DOT determines that such effort is not necessary. When payment for property loss is claimed for goods held for sale, the fair market value will be based on the cost of the goods to the business, not the potential selling price); or the estimated cost of moving the item, but with no allowance for storage. (If the business operation is discontinued, the estimated cost will be based on a moving distance of 50 miles.)

- The reasonable cost incurred in attempting to sell an item that is not to be relocated.

- Purchase of substitute personal property. If an item of personal property which is used as part of a business operation is not moved, but is promptly replaced with a substitute item that performs a comparable function at the replacement site, you will be entitled to a payment for the lesser of the cost of the substitute item, including installation costs at the comparable site, minus any proceeds from the sale or trade-in of the replaced item; or the estimated cost of moving and reinstalling the replaced item, based on the lowest acceptable bid or estimate obtained by the Iowa DOT for eligible moving and related expenses but with no allowance for storage.

- Searching for a replacement location. A displaced business operation is entitled to reimbursement for actual expenses, not to exceed $2,500, as the Iowa DOT determines to be reasonable, which are incurred in searching for a replacement location, including:

IOWA DOT
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Office of Right of Way-Acquisition/Relocation
800 Lincoln Way, Ames, IA 50010
Phone: 515-239-1135/Email:

Date Negotiations Initiated

_____

When corresponding, refer to:
County: _____
Project: _____
Parcel: _____

OFFER OF RELOCATIONAL ASSISTANCE
Farm Operation
90-DAY NOTIFICATION TO VACATE

The Iowa Department of Transportation has made an offer to purchase the above designated parcel of land, which you operate a business on, for highway right of way. The Iowa Department of Transportation assists persons displaced by the purchase of land for transportation purposes through our Relocation Assistance Program. The payments and services to which you may be entitled are outlined in the brochure previously given to you.

You will not be required to move your personal property for at least 90 days from the date of this notice. At some later date you will be given a written notice and a date by which you must vacate the property. You will have at least 30 days after receipt of the written notice before you must move.

1. RELOCATION ADVISORY ASSISTANCE

The Iowa DOT will assist you in finding a new location to conduct your business operation.

2. MOVING AND RELATED EXPENSES

You may be entitled to payment for such actual moving and related expenses as the Iowa DOT determines to be reasonable and necessary, including expenses for:

- Transportation of personal property. Reimbursement is limited to the cost of moving 50 miles, unless the Iowa DOT determines that relocation beyond 50 miles is justified.
- Packing, crating, unpacking and uncrating of the personal property.
- Disconnecting, dismantling, removing reassembling, and reinstalling relocated machinery, equipment and other personal property. This includes connection to utilities available nearby. It also includes modifications to the personal property necessary to adapt it to the comparable site, or the utilities at the replacement site and modifications necessary to adapt the utilities at the replacement site to the personal property.

ACKNOWLEDGEMENT

I was personally contacted by the above Right of Way Advisor representing the Iowa Department of Transportation. The Advisor explained the advisory services and entitlements to me. I was further advised that the Iowa Department of Transportation's Relocation Advisor would be available to assist me if any questions arise or, as assistance is needed. I have been given a copy of this notice.

Date _____,20____ _____
Displacee

_____
Displacee

INSTEAD OF THE ABOVE MOVING AND REESTABLISHMENT PAYMENTS , you **may** be eligible for:

FIXED PAYMENT

In lieu of payment for actual moving and related expenses and reestablishment expenses, you may elect to receive an amount equal to your business; average annual net earnings in an amount NOT LESS THAN $1,000 OR MORE THAN $40,000. A displaced business is eligible for the payment if the Iowa DOT determines that:

a. The business owns or rents personal property which must be moved in connection with such move and business vacates or relocates from its displaced site.

b. The business cannot be relocated without a substantial loss of its existing patronage (clientele or net earnings). A business is assumed to meet this test unless the Iowa DOT determines that it will not suffer a substantial loss of its existing patronage.

c. The business is not part of a commercial enterprise having more than three other entities which are not being acquired by the Iowa DOT and which are under the same ownership and engaged in the same or similar business activities.

d. The business is not operated at a displacement dwelling solely for the purpose of renting such dwelling to others.

e. The business is not operated at a displacement site solely for the purpose of renting such site to others.

f. The business contributed materially to the income of the displaced person during the two taxable years prior to the displacement.

If you are refused a relocation payment by the Iowa DOT, or believe the payment offered is not enough, you may appeal. No legal assistance is required. Your Relocation Advisor will provide you additional information about the appeal procedure if you desire.

Moving and related payments are not considered as income for the purposes of personal income tax laws. Furthermore these payments are not considered income or resources to recipients of public assistance.

It is important that you understand the matters explained above which relate to your eligibility. Your relocation will be handled by _____. If at any time you need assistance, your advisor can be contacted at _____.

By _____ Date
Right of Way Advisor

By _____ Date
Relocation Assistance Supervisor

3. REESTABLISHMENT EXPENSES

In addition to the payments available above, a small business or nonprofit organization may be eligible to receive a payment **NOT TO EXCEED $25,000** for expenses actually incurred in relocating and reestablishing a small business, farm or nonprofit organization at a replacement site.

Reestablishment expenses must be reasonable and necessary as determined by the Iowa DOT. They may include, but are not limited to the following:

a. Repairs or improvements to the replacement real property as required by Federal, State or local law, code or ordinance, including costs incurred in complying with OSHA or ADA requirements at the replacement site.

b. Modifications to replacement property to accommodate the business operation or make replacement structure suitable for conducting the business.

c. Construction and installation costs for exterior signing to advertise the business.

d. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint, paneling or carpet.

e. Advertising of the replacement site

f. Estimated increased costs of operation during the first two years at the replacement site for such items as:
   - Lease or rental charges;
   - Personal or real property taxes
   - Insurance premiums and
   - Utility charges, excluding impact fees

g. Other items that the Iowa DOT considers essential to the reestablishment of the business.

As a matter of information, you should be aware that you are not entitled to payment under the reestablishment regulations for any of the following:

- Purchase of capital assets, such as office furniture, filing cabinets, and machinery or trade fixtures.
- Purchase of manufacturing material, production supplies, product inventory or other items used in the normal course of business operation.
- Interior or exterior refurbishment at the replacement site which is purely aesthetic in purpose, except as paid in (e.) above.
- Interest on money borrowed to make the move or purchase the replacement property.
- Payment to a part-time business in the home which does not contribute materially to the household income.

i. Transportation
ii. Meals and lodging away from home
iii. Time spent searching, based on reasonable salary or earnings.
iv. Fees paid to a real estate agent or broker to locate a replacement site exclusive of any fees or commissions related to the purchase of such site.
v. Connection to available nearby utilities from the right of way to the improvements at the replacement site.
vi. Professional services performed prior to the purchase or lease of a replacement site to determine its suitability (e.g. soil testing, feasibility and marketing studies).
vii. Impact fees or one time assessments directly related to anticipated heavy utility usage
viii. Other moving related expenses as the Iowa DOT determine to be reasonable and necessary.

IMPORTANT in order to qualify for reimbursement of the above-described expenses, you must provide the Iowa DOT with a certified list or inventory of the items to be moved at least 30 days in advance of the start of your move; and Notify the Iowa DOT at least 15 days in advance of the date of the start of your move or disposition of your personal property, and permit the Iowa DOT to make reasonable and timely inspections of the personal property at both the displacement and replacement sites; and permit the Iowa DOT to monitor the move.

Failure to comply with any of the above four requirements may result in your losing all or part of your benefits.

As a matter of information, you should also be aware that you are not entitled to payment under the relocation regulation, for:

- any legal fee or other costs for preparing a claim for a relocation payment or for representing you before the Iowa DOT; or
- the cost of moving any structure or other real property improvement in which you reserved ownership; or
- interest on a loan to cover moving expenses; or
- loss of business goodwill; or
- loss of profits; or
- loss of trained employees; or
- personal injury; or
- costs for storage of personal property on real property owned or leased by the displaced person.

You may either move by commercial mover or take full responsibility for all or part of the move. If you elect a "self-move" the Iowa DOT must first obtain at least two acceptable bids or estimates.

In addition to the above moving and related expenses you may be eligible for:

- Storage of the personal property not to exceed 12 months, unless the Iowa DOT determines that a longer period is necessary.

- Insurance for the replacement value of the personal property in connection with the move and necessary storage.

- Any license, permit or certification required of your business operation at the comparable location. The payment is limited to the remaining useful life of your existing license, permit, or certification.

- The replacement value of property lost, stolen, or damaged in the process of moving (not through your own fault or negligence or of your agent or employee) where insurance covering such loss, theft or damage is not reasonably available.

- Professional services necessary for planning the move of the personal property, moving the personal property and installing the relocated personal property at the comparable location.

- Relettering signs and replacing stationary on hand at the time of displacement that is made obsolete as a result of the move.

- Actual direct loss of tangible personal property incurred as a result of moving or discontinuing the business operation. The payment consists of the lesser of: the fair market value of the item for continued use at the displacement site, less the proceeds from its sale. (To be eligible for payment, you must make a good faith effort to sell the personal property, unless the Iowa DOT determines that such effort is not necessary. When payment for property loss is claimed for goods held for sale, the fair market value will be based on the cost of the goods to the business, not the potential selling price); or the estimated cost of moving the item, but with no allowance for storage. (If the business operation is discontinued, the estimated cost will be based on a moving distance of 50 miles.)

- The reasonable cost incurred in attempting to sell an item that is not to be relocated.

- Purchase of substitute personal property. If an item of personal property which is used as part of a business operation is not moved, but is promptly replaced with a substitute item that performs a comparable function at the replacement site, you will be entitled to a payment for the lesser of the cost of the substitute item, including installation costs at the comparable site, minus any proceeds from the sale or trade-in of the replaced item; or the estimated cost of moving and reinstalling the replaced item, based on the lowest acceptable bid or estimate obtained by the Iowa DOT for eligible moving and related expenses but with no allowance for storage.

- Searching for a replacement location. A displaced business operation is entitled to reimbursement for actual expenses, not to exceed $2,500, as the Iowa DOT determines to be reasonable, which are incurred in searching for a replacement location, including:

IOWA DOT
SMARTER I SIMPLER I CUSTOMER DRIVEN www.iowadot.gov

Office of Right of Way-Acquisition/Relocation
800 Lincoln Way, Ames, IA 50010
Phone: 515-239-1135/Email:

Date Negotiations Initiated

_____

When corresponding, refer to:
County: _____
Project: _____
Parcel: _____

OFFER OF RELOCATIONAL ASSISTANCE
Business
90-DAY NOTIFICATION TO VACATE

The Iowa Department of Transportation has made an offer to purchase the above designated parcel of land, which you operate a business on, for highway right of way. The Iowa Department of Transportation assists persons displaced by the purchase of land for transportation purposes through our Relocation Assistance Program. The payments and services to which you may be entitled are outlined in the brochure previously given to you.

You will not be required to move your personal property for at least 90 days from the date of this notice. At some later date you will be given a written notice and a date by which you must vacate the property. You will have at least 30 days after receipt of the written notice before you must move.

1. RELOCATION ADVISORY ASSISTANCE

The Iowa DOT will assist you in finding a new location to conduct your business operation.

2. MOVING AND RELATED EXPENSES

You may be entitled to payment for such actual moving and related expenses as the Iowa DOT determines to be reasonable and necessary, including expenses for:

- Transportation of personal property. Reimbursement is limited to the cost of moving 50 miles, unless the Iowa DOT determines that relocation beyond 50 miles is justified.
- Packing, crating, unpacking and uncrating of the personal property.
- Disconnecting, dismantling, removing reassembling, and reinstalling relocated machinery, equipment and other personal property. This includes connection to utilities available nearby. It also includes modifications to the personal property necessary to adapt it to the comparable site, or the utilities at the replacement site and modifications necessary to adapt the utilities at the replacement site to the personal property.

Form 637011
04/2016

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OFFICE OF RIGHT OF WAY - RELOCATION

NON-RESIDENTIAL INFORMATION SHEET

☐ Owner ☐ Tenant **County** _____
☐ Per. Prop. ☐ Sign **Project No** _____
☐ Landlord **Parcel No** _____

1. **Name of Concern** **Phone Number**
2. **Owner or Authorized Officer and Title** **Email address**
3. **Property Address** | **Owner's Address**
4. **Form of Ownership** (check one)
   ☐ Sole Proprietorship ☐ Partnership
   ☐ Non-Profit Organization ☐ Corporation
5. **Type of Business** (check one)
   ☐ Manufacture ☐ Retail Trade ☐ Sign
   ☐ Wholesale Trade ☐ Business Service ☐ Non-Profit Organization(specify type)
   ☐ Personal Service ☐ Farming ☐ Rental Property
6. **Area of Business (Neighborhood, City, etc.) describe:**
   Local
7. **Is this business part of a commercial enterprise having ☐ one, ☐ two, ☐ three, ☐ four or more location's which are engaged in the same or similar business? If four or more then the business is not eligible for a fixed payment.**
8. **Date Established in Project Area:**
9. **Business Intends to:**
   ☐ Continue in Area ☐ Discontinue ☐ Relocate to Another Area
10. **Type of Items to be Moved:**
11. **Relocation Assistance Information Issued:**
    Date: _____
    By: _____

Remarks:

Form 637034
04/2016

IOWA DOT
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OFFICE OF RIGHT OF WAY - RELOCATION

NON RESIDENTIAL FIXED PAYMENT

County _____
Project No. _____
Parcel No. _____
Name _____
Company _____

A building located at _____ is the location from which _____ conduct(s) their business. This property is being acquired by the Iowa Department of Transportation for a highway improvements project. The main function of this business is _____.

_____, owner(s) is/are making an application for a fixed payment for a business move.

The business cannot be relocated without a substantial loss or its existing patronage *(clientele or net earnings)*. A business is assumed to meet this test unless the agency demonstrates that it will not suffer substantial loss or its existing patronage.

Because of the above-mentioned factors, it is my opinion that the subject is eligible for a fixed payment for a business move.

The following information was gathered from the income tax statements submitted by the owner:

Year 20___ Amount $_____
Year 20___ Amount $_____
Total $_____ divided by 2 = $_____

Based on the above information, a $_____ fixed payment maximum for a business move is hereby submitted for approval.

Recommended by: _____
Relocation Assistance Advisor

Approved by: _____
Relocation Assistance Supervisor

Form 637032
04/2016

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OFFICE OF RIGHT OF WAY - RELOCATION

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 $1,501 or more:

EQUIPMENT

_____, _____ hours @ $_____/hours = $_____

_____, _____ hours @ $_____/hours = $_____

LABOR

_____ persons @ $_____/hr x _____ hrs = _____

_____ persons @ $_____/hr x _____ hrs = _____

I concur with the above inventory and estimated cost.

_____ _____
Relocatee Date

Submitted by:

_____ _____
Right of Way Advisor Date

Form 637019
01/2014

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OFFICE OF RIGHT OF WAY – RELOCATION

MORTGAGE INTEREST DIFFERENTIAL PAYMENT (MIDP)

Name _____
Address _____
City, State Zip _____

County _____
Project _____
Parcel _____

The Iowa Department of Transportation 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 the 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 Iowa Department of Transportation 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 recomputation will be required and your payment will change.

_____
Relocation Advisor

_____
Relocation Assistance Supervisor

_____
Date Submitted to Displacee

_____
Date Prepared

☐ Estimated MIDP
☐ Actual MIDP

IOWA DOT

SMARTER I SIMPLER I CUSTOMER DRIVEN

www.iowadot.gov

Office of Right of Way
800 Lincoln Way/ Ames, Iowa 50010
Phone: 515-239-1135

Dear :

This letter is to inform you that the Iowa Department of Transportation intends to acquire the property, or a portion of the property located at as right of way for the Highway Project: , Parcel in County, Iowa.

This notice is intended to assure that those who will be displaced, due to the acquisition of this property for highway purposes, will not lose their eligibility for any relocation assistance payments for which they are eligible, if they move after receipt of this notice and prior to initiation of negotiations for the subject property. It is anticipated at this time that negotiations will be initiated for the acquisition of the subject property on or near .

The Iowa Department of Transportation Relocation Brochure enclosed, explains the general Relocation Services and payments available to those who are displaced by highway acquisitions and outlines the eligibility requirements for each type of payment.

The Iowa Department of Transportation does not recommend that tenants move from property they occupy prior to the time such properties are acquired by the department. In each instance tenants will be provided a 90-day vacancy notice, prior to the time they are required to move. We recommend that tenants continue occupancy, until such notice is received from the Iowa DOT.

Cordially,

Acquisition/Relocation Supervisor

MEH: ms

Form 637155
01/2014

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OFFICE OF RIGHT OF WAY - RELOCATION

KEEP VACANT AGREEMENT

Parcel No. _____ County _____

Project No. _____

THIS AGREEMENT, entered into this _____ day of _____, 20_____, by and between _____, hereinafter designated as the "Owner" and the Iowa Department of Transportation, hereinafter designated as the "Department".

The Owner agrees not to lease to any tenant the following described property situated on the above project, located at: _____

In consideration of the following terms, provisions, and conditions:

1. **TIME PERIOD**: The duration of this Agreement shall be from the _____ day of _____, 20___, until the date title is to be conveyed per the terms of a signed purchase agreement or the date of condemnation, which ever is applicable. It is understood no extensions will be given.

2. **CONSIDERATION**: The Department shall pay an amount equal to the rental in the amount of $_____ per month that the premises are vacant during the term of this agreement. Payment shall be paid every month, in arrears, by the 10th day of the succeeding month during the time period of this agreement. Should this agreement be terminated prior to the last day of the month, the rent will be prorated.

3. **TERMINATION**: This agreement will be terminated without further notice, on the date described in Item 1. The Department also reserves the right to terminate this agreement upon 30 days notice to the Owner in writing.

Nothing in this agreement shall be construed to create a landlord-tenant relationship between the Owner and the Department.

OWNER:

_____
Name Date

_____
Address

_____
City, State & Zip

_____
Telephone Number

IOWA DEPARTMENT OF TRANSPORTATION:

_____
Date

_____
Telephone Number

and sanitary. You should make any offer contingent on the Iowa DOT's satisfactory inspection before you rent or purchase.

90-day or longer homeowner occupants must purchase and occupy a decent, safe and sanitary dwelling unit within one year from either the date they receive final payment for the acquired dwelling or the date the Iowa DOT makes available to them at least one comparable replacement property, whichever is later.

To receive a relocation assistance payment, RENTERS must occupy a decent, safe and sanitary dwelling within one year after vacating the acquired property.

No person who is lawfully occupying real property required for the project will be asked to move without first being given at least 90 days advance notice, in writing. No occupants of any type of dwelling, eligible for relocation payments, will be required to move unless adequate decent, safe and sanitary comparable housing, which is open to all persons regardless of race, color, religion, sex or national origin, has been made available to them by the Iowa DOT or they have secured such housing for themselves.

APPEALS – The Uniform Act provides that a person may appeal to the head of the responsible agency, if the person believes that the agency has failed to properly determine the person's eligibility for, or the amount of payment authorized by the Uniform Act. You have the right to be represented by legal counsel, however, represented by legal counsel **is not** required.

If you believe a proper determination has not been made, you may seek judicial review.

Answers to your questions can be obtained by calling or writing your Relocation Assistance Advisor, , at 515- . When contacting the Iowa DOT, please reference County, Project Number: and Parcel Number: .

Sincerely,

Acquisition/Relocation Supervisor

MEH: sjw

, Acquisition/Relocation Production Coordinator
, Relocation Agent

Office of Right of Way-Acquistion/Relocation
800 Lincoln Way, Ames Iowa 50010
Phone: 515-239-1135

Dear :

GENERAL INFORMATION NOTICE

When improving the State of Iowa's transportation system the displacement of a small percentage of the population is often necessary. Your property or, a portion of your property, may be acquired by the Iowa Department of Transportation (Iowa DOT) for construction of Highway in County. As a result of our acquisition you MAY be eligible for various relocation payments and assistance in finding a new place to live, operate your business or farm or relocate personal property.

YOU ARE NOT REQURIED TO MOVE AT THIS TIME.

Displaced individuals, families, businesses, farms and nonprofit organizations may be eligible for relocation advisory services and payments provided by the Uniform Relocation Assistance Real Property Acquisition Policies Act of 1970, as amended.

Persons who are not legally present in the United States are ineligible to receive relocation assistance benefits.

The following is information about available relocation services and payments:

MOVING EXPENSES may be reimbursed to persons who are required to relocate from property acquired by the Iowa DOT.

HOMEOWNER OCCUPANTS may be paid replacement housing payments, increased interest cost payments and reimbursed some of the costs incidental to the purchase of a replacement home if they have actually owned and occupied their homes for at least 90 days immediately before the Iowa DOT makes its first written offer to purchase their home.

RENTERS may be eligible for increased rental cost payments or a payment toward the purchase of a new home if they have actually occupied their dwelling for at least 90 days immediately before the Iowa DOT makes the owner of the property a written offer to purchase that property.

WHEN PAYMENTS CAN BE MADE – No relocation payment can be made until the Iowa DOT has issued a notice of intent to acquire the real property or has made its first written offer to purchase the real property where the person lives or operates their business or farm and the person has moved from the premises.

Homeowners or renters of dwelling units may receive relocation assistance payments only if they either purchase or rent and occupy a dwelling, which meets the Iowa DOT's standards as decent, safe

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www.iowadot.gov

Office of Right of Way-Acquisition/Relocation
800 Lincoln Way, Ames, IA 50010

UPS Letter

Dear :

We will extend the date of possession as requested for the property located at until . If there are extenuating circumstances that will prohibit this please discuss with me prior to this date. Otherwise the property **must be vacated by the end of the day on .**

A delay in possession will result in the delay of the possession payment. Property taxes will remain due until surrender of possession. Any salvage reservation terms in the purchase agreement will be extended to the new date granted. The remaining purchase agreement terms remain in force and effect. If you are in a position to give us full and complete possession prior to this date, please contact your Relocation Agent .

Your Relocation Agent will stay in contact with you to offer any assistance you may need and to also keep informed of your progress. When contacting the Iowa DOT please refer to County, Project Number: and Parcel Number: .

We appreciate your continued cooperation with this needed highway improvement.

Sincerely,

Relocation/Acquisition Supervisor

MEH: sjw

, Property Management Supervisor
, Acquisition/Relocation Production Coordinator
, District Engineer, District
, Relocation Agent
, Title & Closing
, Property Manager

DETERMINATION OF
ELIGIBILITY FOR IN-LIEU PAYMENT
Businesses and Farm Operations

NAME _____ **PROJECT NUMBER**_____ **PARCEL**_____

The displaced business or farm operation is eligible for an in-lieu payment if the Iowa Department of Transportation determines that:

1. The business owns or rents personal property which must be moved and for which an expense would be incurred in such move and the business vacates or relocates from the displacement site.

   _____Meets this requirement _____Does not meet this requirement

2. The business cannot be relocated without a substantial loss of its existing patronage (clientele or net earnings). Assumed to meet this requirement unless the Iowa Department of Transportation determines otherwise.

   _____Meets this requirement _____Does not meet this requirement

3. The business is not part of a commercial enterprise having more than three other entities which are not being acquired.

   _____Meets this requirement _____Does not meet this requirement

4. The business is not operated at a displacement dwelling solely for the purpose of renting such dwelling to others.
   _____Meets this requirement _____Does not meet this requirement

5. The business is not operated at the displacement site solely for the purpose of renting the site to others.

   _____Meets this requirement _____Does not meet this requirement

6. The business contributed materially to the income of the displaced person during the two taxable years prior to displacement.

   A. Had average annual gross receipts of at least $5,000; or

   B. Had average annual net earnings of at least $1,000; or

   C. Contributed at least 1/3 of the average annual gross income from all sources.

   _____Meets this requirement _____Does not meet this requirement

ALL SIX CRITERIA MUST BE MET IN ORDER TO BE ELIGIBLE FOR AN IN-LIEU PAYMENT.

Form 637015
06/2015

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OFFICE OF RIGHT OF WAY – RELOCATION

COMPARABLE INSPECTION SHEET

ROOM DIMENSIONS	LISTING or SELLING INFORMATION
Living Room _____ Dining Room _____ Kitchen _____ Bedroom(s) _____ _____ _____ _____ Other _____ _____	Firm: _____ Agent: _____ Type of Listing: MLS Reference No: _____ Tel. No.: _____ Listing/Rental Price:$_____ Average Utilities $_____ Comp Address: _____ City: _____ Location/Directions: _____ Type of Property: Urban

USE: Single Family

SCHOOLS:
Elementary _____
Middle _____
High School _____

OFF-SITE:
☐ Paved Street
☐ Gravel Street/Road
☐ Curb & Gutter

Lot Size: _____

EXTERIOR

Type of House: _____ Construction: Frame Age: _____
Siding Type: _____ Condition: ___ Foundation: _____ Condition: ___
Windows: _____ Condition: ___ Roof: Asphalt Condition: ___
Other: _____ State of Repair: ___

INTERIOR

Gross Area: _____S.F. Habitable Area: _____S.F. Meets Habitable Area Standard: Yes
Number of Rooms: ____ Including ___ Bedrooms Safe, Unobstructed Egress: Yes

Bathroom: No._____	Yes	No
a. Well Lighted	☐	☐
b. Ventilated	☐	☐
c. Bath Tub/Shower	☐	☐
d. Lavatory	☐	☐
e. Hot and Cold Water	☐	☐
f. Flush Water Closet	☐	☐
g. Connection to Sewage System	☐	☐
h. Affords Privacy	☐	☐

Kitchen Area Contains:	Yes	No
a. Sink in good working condition with hot and cold water	☐	☐
b. Sewage Disposal System	☐	☐
c. Utility Service Connections	☐	☐
d. Space for Installation of Appliances	☐	☐

Main Floor Laundry: No

Type of Heating System: Forced Air Adequate? Yes A/C ____
Adequate Supply of Potable Water? Yes
Provision for Artificial Lighting Each Room: Yes If Rental, Furnished? No

Basement: ____ Finished: __% Adequate Egress for Livable Use: No
Garage: None _ Car

UTILITIES:

☐ Electricity: ☐ 110 Volts ☐ 220 Volts
☐ Heating ☐ Propane ☐ Natural Gas ☐ Electric
☐ Water ☐ Public Water ☐ Well
☐ Sewer ☐ Public Sewer ☐ Septic System
☐ Sump Pump ☐ Smoke Alarm, No. _____ ☐ Security System

Miscellaneous Features: _____
Inspection Comments: _____

This house has been has been viewed and to the best of my knowledge 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 Advisor Date

☐Comparable ☐Replacement

Form 637009
06/2015

OFFICE OF RIGHT OF WAY - RELOCATION
CLAIM FOR RESIDENTIAL
RELOCATION ASSISTANCE REIMBURSEMENT

County _____ Project No. _____ Parcel _____

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

1. Name _____
Subj. Address
Street _____
City _____ State IA Zip _____

2. Date Moved _____
New Address
Street _____
City _____ State _____ Zip _____

Furnished with your Furniture? Yes
Number of rooms occupied
(Excluding bathrooms, hallways & closets) : ____

Were household goods moved to or from storage: No

3. SCHEDULE MOVING COSTS AND DISLOCATION ALLOWANCE

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

4. ACTUAL MOVING EXPENSES

☐ Personal Property
☐ Commercial Moving Expenses *(supported by receipted bills)*
☐ Self-moves *(supported by receipted bills or other evidence of expenses)*
☐ Storage: _____ months x $_____ Total Months Claimed _____ (Max 12)

TOTAL OF ACTUAL MOVING EXPENSES ..... $

5. REPLACEMENT HOUSING REIMBURSEMENT CLAIMED

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

☐ a. Former Owner-occupant, Purchasing Replacement or retaining present housing
☐ b. Former Owner-occupant, Renting Replacement Housing
☐ c. Former Tenant or Roomer, Purchasing Replacement Housing
☐ d. Former Tenant or Roomer, Renting Replacement Housing Payment ____ @ $_____
Total Months Claimed ____ (Max 42)

☐ LAST RESORT REMAINING ELIGIBLE FUNDS $ _____

AMOUNT CLAIMED FOR REPLACEMENT HOUSING REIMBURSEMENT ..... $

6. TOTAL OF INCREASED INTEREST PAYMENT
Based upon information furnished to the State by the old and new mortgage holder(s) ..... $

7. TRANSFER COSTS AND INCIDENTAL EXPENSES IN THE PURCHASE OF REPLACEMENT HOUSING

Receipts showing these costs have been paid must be furnished by claimant ..... $

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

NAME	ADDRESS	AMOUNT
____		$____
____		$____
____		$____

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

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

TOTAL AMOUNT OF THIS CLAIM ..... ☐Final Claim ☐Not Final Claim $

IOWA DEPARTMENT OF TRANSPORTATION USE ONLY
RELOCATION SECTION APPROVALS

_____
Relocation Advisor Date

_____
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

Form 637009
06/2015

OFFICE OF RIGHT OF WAY - RELOCATION
CLAIM FOR RESIDENTIAL
RELOCATION ASSISTANCE REIMBURSEMENT

County _____ Project No. _____ Parcel _____

APPLICATION FOR REIMBURSEMENT *(Check Applicable Items)*

☐ Replacement Housing Payment ☐ Transfer Costs/Incidental Expenses In Purchase of Replacement Dwelling
☐ Residential Moving Payment ☐ Increased Interest Payment ☐ Personal Property

1. Name _____	2. Date Moved _____
Subj. Address	New Address
Street _____	Street _____
City _____ State IA Zip _____	City _____ State _____ Zip _____
Furnished with your Furniture? Yes Number of rooms occupied *(Excluding bathrooms, hallways & closets)* : ____	Were household goods moved to or from storage: No

3. SCHEDULE MOVING COSTS AND DISLOCATION ALLOWANCE

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

4. ACTUAL MOVING EXPENSES

☐ Personal Property
☐ Commercial Moving Expenses *(supported by receipted bills)*
☐ Self-moves *(supported by receipted bills or other evidence of expenses)*
☐ Storage: _____ months x $_____ Total Months Claimed _____ (Max 12)

TOTAL OF ACTUAL MOVING EXPENSES ..... $

5. REPLACEMENT HOUSING REIMBURSEMENT CLAIMED

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

☐ a. Former Owner-occupant, Purchasing Replacement or retaining present housing
☐ b. Former Owner-occupant, Renting Replacement Housing
☐ c. Former Tenant or Roomer, Purchasing Replacement Housing
☐ d. Former Tenant or Roomer, Renting Replacement Housing Payment ____ @ $_____
Total Months Claimed ____ (Max 42)

☐ LAST RESORT REMAINING ELIGIBLE FUNDS $_____

AMOUNT CLAIMED FOR REPLACEMENT HOUSING REIMBURSEMENT ..... $

6. TOTAL OF INCREASED INTEREST PAYMENT
Based upon information furnished to the State by the old and new mortgage holder(s) ..... $

7. TRANSFER COSTS AND INCIDENTAL EXPENSES IN THE PURCHASE OF REPLACEMENT HOUSING

Receipts showing these costs have been paid must be furnished by claimant ..... $

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

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

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

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

TOTAL AMOUNT OF THIS CLAIM ..... ☐Final Claim ☐Not Final Claim $

IOWA DEPARTMENT OF TRANSPORTATION USE ONLY
RELOCATION SECTION APPROVALS

_____
Relocation Advisor Date

_____
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

Form 637008
01/14

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OFFICE OF RIGHT OF WAY – RELOCATION ASSISTANCE

ASSIGNMENT OF INTEREST

I, _____hereby authorize and request the Iowa Department of Transportation to make payment directly to _____ in the amount of $_____ for a bill dated _____.

These expenses are true, just and unpaid and were incurred in my relocation.

_____
Signature

_____
Date

W-9 on File for Vendor ☐

IOWA DOT
SMARTER I SIMPLER I CUSTOMER DRIVEN
www.iowadot.gov

Office of Right of Way
800 Lincoln Way, Ames, IA 50010
(515) 239-1135

When corresponding, refer to:
County: _____
Project #:_____
Parcel #: _____

AGREEMENT

I/We _____, the owners of the personal property located at _____ agree that on this date _____, and have reviewed said property with _____, an agent of the Iowa Department of Transportation.

I certify that I/We agree to relinquish all rights to the remaining property on the premises and that it shall be disposed of by the Department.

_____
Property Owner Date

_____
IDOT Employee Date

Office of Right of Way/Acquisition-Relocation
800 Lincoln Way, Ames, IA 50010

UPS Letter

Dear :

By previous notice, you were advised that the Iowa Department of Transportation 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 accord with the Right of Way Acquisition policy, this letter will serve as 30-day notice that you will be required to vacate and surrender possession of the property on or before .

Your Relocation Assistance Agent, , will be in contact with you to coordinate your relocation needs. may be contacted at . When contacting the Iowa DOT, concerning this property, please refer to County, Project Number , Parcel .

We appreciate your continued cooperation with this needed highway improvement.

Cordially,

Acquisition/Relocation Supervisor

MEH: ms

Cc:
, Relocation Agent
Property Management
, District Engineer

W-9 Guidelines

12-17-2013

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

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

634026wd

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

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: _____

IOWA DOT

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 _____

Pcl	Offer	Asked	Award	Recommendation by Right of Way Director	Concurrence By General Counsel

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:

Parcel No.	**Suggested Disbursement**

Form 634027wd

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

632021

IOWA DOT

Office of Right of Way, Acquisition Section

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

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:

Form 632004wd
09-94

IOWADOT

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. _____ _____ 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.

533408w

IOWA DOT

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

RECORD OF CONTACT

Contact Number: _____

County: _____ Project: _____ Parcel: _____

Name: _____ Phone Number: _____

Address: _____ 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: _____

Form 533407wd (5-11)

IOWA DOT

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

Form 634059wd (5-11)

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

Ph.: 515-239-1135
FAX: 515-239-1247
E-mail: @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 $, 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.

By _____

Fence: , Acquisition Agent

Form 633220wd

IOWA DOT

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

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.

Form 634058wd

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.

By _____
, Acquisition Agent

Fence:

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

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

IOWA DOT

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.			☐	☐	☐	☐
2.			☐	☐	☐	☐
3.			☐	☐	☐	☐
4.			☐	☐	☐	☐

Tenant(s)	Address	Contacted (Yes or No)		Signed (Yes or No)	
		Yes	No	Yes	No
1.		☐	☐	☐	☐
2.		☐	☐	☐	☐
3.		☐	☐	☐	☐
4.		☐	☐	☐	☐

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)

Last Offer: $ Different from appraisal? Yes ☐ No ☐ Why?

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

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

, Condemnation Coordinator Date

Form 533406wd (5-11)

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

Form 533403wd (10-06)

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

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

IOWA DOT

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 _____
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:

	Owner	Lessee	Tenant
a. Dwelling			
b. Land & Improvements			
c. Damages			
d. Moving Costs			
e. Total Condemnation Award			
Attorney Fees			

10. Owner's Asking _____

Lessee's Asking _____

Tenant's Asking _____

11. APPRAISALS MADE BY STATE

Name	Staff or fee	Before	After	Compensation
	Review			

12. WITNESSES FOR OWNER

Name	Occupation	Before	After	Compensation

Form 633402wd (5-11)

IOWA DOT

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

Ph.: 515-239-1135
FAX: 515-239-1247
E-mail: @dot.iowa.gov
www.iowadot.gov

Appraisal Waiver

Parcel Number: _____ **County:** _____

Project Number: _____ **Route Number:** _____

Recorded Owner(s) _____

Owner's(s') Mailing Address _____

Tenant(s) _____

Tenant (s) Mailing Address _____

Subject Property Address _____

This property is described as _____

Basis for land compensation _____

Land to be acquired by fee title	acre	@ _____	=	$ 0.00
Permanent easement	acre	@ _____	=	$ 0.00

Other considerations:

Total compensation $0.00

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

Certification

I certify that I am familiar with the property that is the subject of this compensation estimate, that the valuation is based upon data contained in the files of the Iowa Department of Transportation, and that I have no direct or indirect present or contemplated future personal interest in this property or in any benefit from the acquisition of this property.

Agent's Signature

_____
Date

Approved by

_____
Date

IOWA DOT

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

ADMINISTRATIVE SETTLEMENT DETERMINATION

Parcel Number: _____ **County:** _____

Project Number: _____ **Negotiator:** _____

Name: _____

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

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

Glossary

A

Abstract.
A document which shows the condensed history of a property's title. It may include portions of prior conveyances and/or other pertinent instruments relating to the estate or interest in the property and all liens, charges, encumbrances, and releases.

Acceptance.
1. The formal acceptance of a document by resolution. 2. The certificate of such Resolution. 3. With private parties, voluntarily agreeing to the terms of an offer.

Access.
This means to approach, to enter, and to exit property.

Access control.
Government's power to restrict or control a property owner's right to enter on and exit from a public road.

Access rights.
The right of ingress to and egress from one's property to a public road. The right may be actual or implied. Access is a private right as distinguished from the public's rights.

Acknowledgment.
The act by which a party executing a legal document appears before an authorized officer or notary public and declares the execution to be a voluntary act.

Acquisition.
The process of obtaining right of way by negotiation or eminent domain to construct or support a project.

Acre.
A land measurement equaling 160 square rods or 4,840 yards or 43,560 feet or 0.4047 hectares.

Actual moving expenses.
The costs paid to disconnect, move, and reinstall personal property. The costs are usually associated with a business move.

Agreement.
A word used to describe a common opinion of two or more people regarding each party's rights and obligations related to the agreement.

Allocation.
1. The process of separating value into its components. 2. A method to opine land value by which improved property sales are analyzed to develop a typical land value to property value ratio with the ratio multiplied by the property being appraised or the comparable sale being analyzed.

Amortization.
1. The process of recovering, over a stated period of time, a capital investment. 2. The provision for the gradual reduction of an obligation, usually on an installment basis.

Appeal.
The complaint to an appellate court of an injustice done or error committed by a trial or lower court, whose judgment or decision the appellate court is called on to correct or reverse.

Appellant.
The party who takes an appeal from one court or jurisdiction to another.

Appraisal.
The act or process of developing a value opinion.

Appraisal process.
A systematic procedure to address the client's valuation issue.

Appraisal report.
Any communication, written or oral, of an appraisal, appraisal review, or appraisal consulting service that is transmitted to the client upon completion of an assignment.

Appraisal review.
The process of developing and communicating a credible opinion as to the quality of another's appraiser's work.

Appraised value.
The appraiser's opinions and conclusions resulting from an assignment.

Appraisal waiver.
A one-page document used to determine the value for simple, uncomplicated acquisitions when the need for an appraisal report is waived because compensation to the property owner is estimated to not exceed $10,000.

Approved appraisal.
The approval of an appraisal by an agency official before it is used by the agency as its just compensation offer.

Appraiser.
A person who performs valuation services competently and in an independent, impartial, and unbiased manner.

Appurtenance.
An item of property accessory to or incidental to other property. Title usually passes with title of the principal property.

Asset.
Items that have value in use or exchange.

Assignee.
One who receives an assignment. For example, the assignee of a mortgage.

Assignment.
The method by which a right or contract or property is transferred from one person to another.

Attorney.
1. A person who is legally permitted to transact business on another's behalf. 2. A person who advises and represents clients as to legal rights and obligations.

B

Backslope.
The portion of the roadway between the side drainage ditch and the top of the cut, usually measured as a ratio of horizontal distance to each foot of increase in elevation.

Balance.
A real estate principle that holds that value is created and maintained in proportion to the equilibrium (balance) attained in the amount and location of essential uses of real estate. Maximum value is created at that point where the four factors of production (land, labor, capital, and management) are in equilibrium (balance).

Benefits.
An increase in value to property not acquired but which benefits from the acquisition.

Borrow.
Suitable material from sources outside the roadway prism, used primarily for embankments.

Building code.
A governmental entity's ordinances, rules, and regulations relating to the construction, use, repair, and remodeling of buildings.

Breakdown.
A method of estimating depreciation in which the total loss in property value is estimated by analyzing and measuring each cause of depreciation separately.

Bridge.
A structure of over 20-foot span.

Broker.
A person licensed to engage in real estate business.

Bundle of rights.
All the rights of real estate ownership. A fee ownership of a real estate parcel that includes possession, enjoyment, disposal, etc. Any one, or several, of the rights, may be transferred or conveyed to another, with the owner retaining any rights not conveyed.

Business.
Any lawful activity, except a farm operation, that is conducted.

C

Capital.
1. Accumulation of wealth. 2. One of the agents in production. 3. Money available for investment.

Centerline.
The longitudinal center of a right of way project.

Chain.
A surveying instrument consisting of 100 linked pieces of iron or steel and measuring 66 feet (20.1 meters).

Client.
The party or parties who engage another, by contract or employment.

Closing statement.
A listing of the debits and credits of the seller and buyer in the settlement of a real estate transaction.

Comparables.
Properties used as comparisons to opine the value of a specific property.

Compensable interest.
A property right, which if acquired for public purposes, would entitle the owner to receive just compensation.

Complaint.
1. The plaintiff's presentation in an action, setting forth the claim on which relief is sought.

Condemnation.
1. The process by which property is acquired for public purposes under the power of eminent domain following due process of law and on the payment of just compensation. 2. The act of a federal, state, county, or other government or district or public utility or corporation vested with the right of eminent domain to take private property for public use when a public necessity exists.

Condemnee.
The owner of the property or the property right acquired under eminent domain.

Condemner.
The agency acquiring property under the right of eminent domain.

Conditions, covenants, and restrictions.
A list of uses and restrictions usually contained in the conveyance, to which property can or can not be put. Commonly used by land subdividers.

Conservator.
A court-appointed individual assigned to protect and preserve the property of a person physically incapacitated or otherwise unable to handle the incapacitated person's affairs.

Consideration.
The inducement, generally monetary, that moves a party to enter into a contract.

Contaminant.
Any physical, chemical, biological, or radiological substance or matter that has an adverse effect on air, water, or soil.

Contamination.
Introduction of microorganisms, chemicals, toxic substances, waters, or wastewater in water, air, soil, and structures in concentrations that make the medium unfit for its intended use.

Contract.
A legally enforceable agreement between two or more people or parties.

Contribute materially.
A business that contributes materially is one that contributed materially to the income of the displaced person during the two taxable years prior to displacement.

Convey.
The act of deeding or transferring title to another.

Conveyance.
A written instrument by which a title, estate, or interest in property is transferred.

Corridor.
A long, narrow strip of property between two termini generally used for transportation purposes (e.g., canals, electrical power transmission, fiber optics, telephone, gas and oil pipelines, roads, etc.).

Cost.
The total dollar amount necessary to create an improvement.

Cost to cure.
The cost to restore an item of physical deterioration or functional obsolescence to near new or new condition.

Cross-section.
The land surface exposed by cutting at right angles to an axis.

Cost of substitute personal property.
A payment to a business or farm owner when the owner decides to replace personal property items rather than moving the items to the relocation site.

Culvert.
Any structure not classified as a bridge, which provides an opening under a roadway.

D

Damages.
In condemnation, the loss in value of to the remainder property as a result of a partial taking. Generally, it is the difference between the value of the property before the acquisition and the value of the property after the acquisition.

Date of the report.
The date of the transmittal letter of a written report or the date a written report lacking a transmittal letter is prepared by the appraiser. The date of an oral report is the date it is communicated to or for the client. The date of the report may or may not be the same as the effective date of the appraisal.

Debt service.
The total annual principal and interest loan payment.

Decent, safe, and sanitary (DSS).
The term decent, safe, and sanitary dwelling means a dwelling which meets local housing and occupancy codes.

Deed.
A written instrument, usually under seal, by which the ownership interests in real estate are transferred from one party to another.

Delivery.
The placing of the property in the actual or constructive possession of the grantee. Usually accomplished by delivery of the deed to the grantee or by recordation.

Depreciation.
1. A loss in value from any cause. 2. Physical deterioration, functional obsolescence, and external obsolescence.

Deterioration.
Impairment of condition; one of the causes of depreciation and reflecting the loss in value brought about by wear and tear, disintegration, use in service, and the action of the elements.

Displaced person (displacee).
Generally, a person is considered to be displaced if they are required to move from their real property or move their personal property from their real property as a direct result of the acquisition of the real property in whole or in part; a written notice of intent to acquire from the Iowa DOT; or the initiation of negotiations for the purchase of the real property by the Iowa DOT.

Donation.
The voluntary conveyance by the owner of private property to public ownership and use without compensation.

Drainage ditch.
1. Any open watercourse used for drainage. 2. The depressed area within the roadway given over to the collection and removal of surface drainage within the right of way.

Dwelling.
The place of permanent or customary and usual residence of a person, including a single-family house; a single-family unit in a two-family, multifamily, or multipurpose property; a unit of a condominium or cooperative housing project; a nonhousekeeping unit; a mobile home; or any other residential unit.

E

Easement.
A nonpossessory interest held by one person in property of another where the first person is accorded partial use of the property for a specific use. An easement restricts but does not abrogate the fee owner's rights to the use and enjoyment of the property.

Economic feasibility.
An investment's ability to produce sufficient income to pay expenses and provide a reasonable return on and recapture of the capital invested.

Effective date.
The date at which the analysis, opinions, and advice in an appraisal, review, or consulting service apply.

Eminent domain.
The right or power of public and quasi-public agencies to take private property for public purposes.

Encumber.
To burden a parcel of land with a lien or charge (e.g., mortgage).

Encumbrance.
A charge, claim, liability, or lien attached to real property.

Environmental assessment.
An environmental analysis prepared pursuant to the National Environmental Policy Act to determine whether a federal action would significantly affect the environment and thus require a more detailed environmental impact statement.

Environmental impact statement.
A document required of federal agencies by the National Environmental Policy Act for major projects or legislative proposals significantly affecting the environment. A tool for decision making, it describes the positive and negative effects of the undertaking and cites alternative actions.

Equity.
The owner's interest in real estate.

Escrow.
A procedure whereby a disinterested third party controls the legal documents and funds on behalf of a seller and buyer.

Estate.
A right or interest in property.

Eviction.
A process to oust a person from the possession of property.

External obsolescence.
An element of depreciation, usually incurable, caused by negative influences outside the property.

F

Fair market value.
The most probable price which a property should bring in a competitive and open market under conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold, unaffected by special or creative financing or sales granted by anyone associated with the sale.

Farm operation.
The term "farm operation" means any activity conducted solely or primarily for the production of one or more agricultural products or commodities, including timber (for sale or home use) and customarily producing such products or commodities in sufficient quantity to be capable of contributing materially to the operator's support.

Fixture.
An item that was once personal property but is now an integral part of the real estate.

Front ending.
Front ending is the process in which the owner, at the time of negotiations, is presented the deed or easement and purchase agreement.

Foreclosure.
A legal proceeding to extinguish a property owner's rights, title, and interest in order to sell the owner's property to satisfy a lien.

Functional obsolescence.
Impairment of functional capacity or efficiency.

G

Grantee.
1. One to whom property is conveyed. 2. The buyer.

Grantor.
1. One who conveys property. 2. The seller.

Guardian.
A person who is entitled or legally appointed to the care and management of the person or property of another.

Gutter.
Any prepared open watercourse, whether paved or not, constructed inside the shoulder line.

H

Hazardous materials.
Any material that poses a threat to human health and/or the environment. Typical hazardous substances are toxic, corrosive, ignitable, explosive, or chemically reactive.

Hectare.
A land measurement equaling 10,000 square meters or 2.471 acres.

Heir.
One who by operation of law inherits the property and especially the real property of a person who dies without leaving a valid will.

Highest and best use.
The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, and financially feasible, and that results in the highest value.

Historical site.
A structure, monument, park, cemetery, or other site having public interest and local, state, regional, or national significance.

I

Improvement.
A building or other structure permanently attached to the land.

Incidental expenses.
Actual and reasonable expenses incurred by the displacee in the purchase of a replacement dwelling and customarily paid by the buyer.

Increased mortgage interest costs.
Under the Uniform Act, the payment that a residential property owner may be eligible to receive to offset the increased cost of obtaining a replacement dwelling mortgage.

Initiation of negotiations.
761 IAC 111.2(16) provides a thorough description of the initiation of negotiations.

Instrument.
Any legal document (e.g., deed, lease, mortgage, will).

J

Judgment.
1. A formal decision or determination on a matter or case by a court. 2. In a condemnation case, a decision as to damages suffered by the condemnee.

Just compensation.
1. The compensation for property acquired under eminent domain that places a property owner in the same position as before the property is taken. It is usually the fair market value of the property acquired.

L

Land.
1. The earth's surface. 2. In an economic sense, one of the agents or factors of production. 3. In a legal sense, the solid part of the surface of the earth, as distinguished from water.

Land contract.
An installment contract for the sale of property. The seller (vendor) retains title until paid in full by the buyer (vendee).

Land surveyor.
A person whose occupation is to establish property boundary lines.

Landlocked remnant.
A parcel of land surrounded entirely by privately owned land without access to any type of public or private access. Often associated with the partial taking of land for highway purposes.

Lease.
A contract where the owner transfers the right of possession and use of the real estate for a specified time period and on payment of consideration, usually rent.

Leasehold interest.
1. The right to possess, use, and quietly enjoy the real estate for the lease term. 2. The present (discounted) value of the difference between market rent and contract rent.

Legal description.
A method, acceptable in court, that geographically locates property.

Lessee.
The party to who a lease is given in return for a consideration, usually rent.

Lessor.
The party who gives a lease in return for a consideration, usually rent.

License.
A personal privilege to do some act on the land of another.

Lien.
A hold or claim that one party has on the property of another (e.g., security for a debt or a charge, judgment, mortgage, tax, etc.).

Life estate.
An estate in property for the duration of a specific person's life. Upon that person's death, the estate reverts to the grantor to a remainder interest.

Location.
1. Position with respect to human activities. Location is considered one of the basic elements contributing to the value of a property; and accessibility is the principal measure of the value of location. 2. The fixed position of the highway on the ground, including curves and tangents.

M

Market.
1. The place where people interact to sell and buy. 2. The area in which buyers and sellers of a commodity are in communication with one another.

Market rent.
The most probable rent that a property should bring in a competitive and open market.

Market value.
The most probable price which a property should bring in a competitive and open market under conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold, unaffected by special or creative financing or sales granted by anyone associated with the sale.

Maximum rental supplement.
This payment is based on the difference between the monthly rent and utilities necessary to rent a comparable replacement dwelling (as determined by the Iowa DOT) and the monthly rent and utilities for the displacement dwelling. Utilities include heat, electricity, water, and sewer.

Metes and bounds.
1. The limits and boundary of a tract of land. 2. Generally, a description that has a point of beginning and uses bearings (the angles east or west of due north or due south) and distances (usually in feet or chains or meters) to describe the perimeter of a tract of land.

Mitigation.
Measures taken to reduce adverse impacts on the environment.

Mitigation of damages.
A legal obligation on an injured party to attempt to minimize damages to property after an event or action.

Monument.
A visible permanent object placed by a surveyor to establish the lines and boundaries of land.

Mortgage.
1. A pledge of real property as security for the payment of a debt. 2. A written document by which property is given as security for a debt with the right of redemption.

Mortgage differential payment.
A mortgage differential payment is intended to compensate the displaced owner occupant for increased interest costs which they are required to pay for financing the replacement property.

N

National Environmental Policy Act of 1969.
Applies to all federal agencies and many activities it manages, regulates, or funds that affect the environment. It requires all agencies to disclose and consider the environmental implications of a proposed action.

Negotiation.
The primary method used to acquire property. 2. The process by which two or more people resolve differences to reach a mutually acceptable agreement.

Negotiator.
A person who arranges or settles transactions by discussion and mutual agreement.

Neighborhood.
A group of complementary land uses.

Nonconforming use.
A use that was lawfully established and maintained but which, because of the application of a zoning ordinance, no longer conforms to the use regulations of the zone in which it is located.

Nonprofit organization.
The term "nonprofit organization" means an organization that is incorporated under the applicable laws in Iowa as a nonprofit organization and is exempt from paying federal income taxes under section 501 of the Internal Revenue Code (26 USC 501).

Notary public.
A legal officer with specific judicial authority to attest to legal documents usually with an official seal.

Null and void.
Not legally binding.

O

Obsolescence.
1. A loss in value due to defects in design, materials, workership, or external factors as measured by present standards. May be functional or external.

Offer.
An explicit proposal to contract which, if accepted, completes the contract and binds both the party that made the offer and the party accepting the offer to the terms of the contract.

Operating expenses.
The sum of all fixed and variable operating expenses and the replacement allowance cited in the appraiser's operating expense statement.

P

Parcel.
A piece of land of any size in one ownership.

Partial interest.
Divided or undivided rights in real estate that represents less than the whole.

Partial acquisition.
The acquisition of a part of a real estate parcel or a real property interest for public or quasi-public use under eminent domain.

Partial taking.
The acquisition of a part of a real estate parcel or a real property interest for public or quasi-public use under eminent domain.

Permanent easement.
1. An easement conveyed in perpetuity. 2. An easement that lasts forever.

Person.
Any individual, family, partnership, corporation, or association.

Personal property.
1. Property that is movable. 2. Property that is not permanently attached to, or part of, the real estate. 3. Identifiable, tangible objects that are considered by the general public as being "personal"; for example, furnishings, artworks, antiques, gems and jewelry, collectibles, machinery, and equipment. 4. All tangible property that is not classified as real estate.

Physical deterioration.
Loss in value due to age, wear and tear, and use.

Plaintiff.
A person who brings an action. In condemnation cases it is the condemnor.

Plat.
An individual property map that shows property lines and other features (e.g., buildings and topographic elements).

Price.
The amount asked, offered, or paid for a property.

Property.
Anything, real or personal, that is owned.

Property line.
The division between two parcels of land, or between a parcel of land and the street.

Property management.
Administration of property with the objective being to maintain, enhance, or maximize its productivity and value.

Prorate.
To allocate between seller and buyer their proportionate share of an obligation or interest paid, for example, a proration of real property taxes.

Proximity damage.
1. Damage to property arising as a consequence of the nearness or proximity of a project (e.g., highway) to the property. 2. The diminution in property value as a result of the proximity of a highway or other construction project to a property.

Public hearing.
A formal meeting where officials hear and consider the public's views and concerns about an action, project, or proposal.

Public use.
A use benefitting the entire community.

Purchase supplement.
The difference between the price actually paid by the displaced person for a replacement dwelling and the price paid by the Iowa DOT for the displacement dwelling. The purchase supplement may not exceed the price of a comparable dwelling, which is established in the comparable housing study completed by the advisor.

Q

Quasi.
Having some resemblance, usually by possession of certain attributes.

Quiet enjoyment.
A covenant that the tenant or grantee of an estate shall enjoy the possession of the premises in peace and without disturbance by defective title or hostile claimants.

R

Real estate.
1. An identified parcel or tract of land, including improvements, if any. 2. The physical land and attachments (e.g., buildings).

Real property.
1. The interests, benefits, and rights inherent in the ownership of real estate. 2. The bundle of rights.

Recordation.
The process of filing a copy of a deed or other document concerning real estate with the land records office for the county in which the land is located. Recording creates a public record of changes in ownership of all property.

Reestablishment expenses.
Under the Uniform Act, reimbursement of some expenses related to the relocation and reestablishment of a business, farm, or nonprofit organization when it is required to move as a result of a federally aided project.

Relinquishment.
1. The release or quitclaim of an easement to the underlying fee property owner. 2. The conveyance of a portion of a transportation facility from a state transportation agency to another government agency for transportation purposes.

Relocation agent.
A person who provides relocation advisory services and benefit determinations to people and businesses displaced by a public program or project under the Uniform Act.

Relocation appeal process.
This process is designed to be an uncomplicated procedure for the resolution of grievances relating to claim or eligibility review.

Relocation assistance.
Advisory and financial aid assistance to residential occupants, businesses, farms, and nonprofit organizations displaced by a public program or project under the Uniform Act.

Remainder.
The portion of a parcel that is retained by the owner after a partial taking.

Remediation.
1. Cleanup or other methods used to remove or contain a toxic spill or hazardous materials.
2. Abatement methods including evaluation, repair, enclosure, encapsulation, or removal of hazardous materials.

Remnant.
A remainder property of little value or use.

Rent.
The consideration paid for the use of property.

Replacement allowance.
An expense that provides for a prorated portion of the cost to replace a building component (e.g., roof, hvac units, remodeling) that will reach the end of its life prior to the building reaching the end of its remaining economic life.

Replacement cost.
1. The cost to construct a structure of equivalent utility to the subject structure as of the effective date of the appraisal. 2. The cost to replace structural components.

Replacement housing payments (RHPs).
There are three basic components of RHPs: purchase supplements, rental assistance, and down payment assistance.

Replacement housing supplement.
These payments are designed to help eligible displaced persons to move into housing which is decent, safe, and sanitary (DSS), adequate for their needs, and comparable to their living conditions before the project required their move. These payments are available to residential displaced persons only.

Reproduction cost.
The cost to construct a structure that is an exact replica of the subject structure as of the effective date of the appraisal.

Reservation.
A right retained by a grantor in conveying property.

Restriction.
The restrictions and prohibitions placed on the property owner from doing certain things relating to the property.

Right of entry.
The right to enter on the property of another for construction purposes prior to the completion of the acquisition process.

Right of immediate possession.
The right to occupy property for public purposes, after preliminary steps for acquisition have been taken but before final settlement.

Right of way.
1. The right to pass across the lands of another. 2. Land or property, or an interest in land or property for transportation purposes (e.g., roads, public transport, utilities, etc.).

Right of way agent.
A person who acquires rights of way for public and quasi-public use.

S

Salvage value.
Salvage value means the probable sale price of an item if offered for sale on the condition that it will be removed from the property at the buyer's expense, allowing a reasonable period of time to find a buyer with the knowledge of the uses and purposes for which it is adaptable and capable of being used. This includes the value of the item's separate use of serviceable components and scrap when there is no reasonable prospect of sale except on that basis.

Section.
A land measurement equaling one square mile or 640 acres.

Site.
Land that is ready to be used for a specific purpose.

Site improvements.
Improvements on and off a site that make it suitable for its intended use or development.

Small business.
A business is designated as a small business when it employs less than 500 employees. These employees must be working at the site that is the economic locus of the business being acquired or displaced by the project. Sites occupied solely by outdoor advertising signs, displays, or devices do not qualify as a business for purposes of eligibility for reestablishment expenses.

Specifications.
A general term covering all directions, provisions, and requirements contained within a specifications manual.

Specific performance.
An action that compels a person to carry out the terms of the agreement or contract.

Specific requirements.
All or part of a Standards Rule of USPAP from which departure is permitted under certain limited conditions.

Station number.
Station numbers are found either stamped in the concrete along the road shoulder every 100 feet or on posts near the right of way line (typically every 500 feet). The station numbers are at least three digits, with the last two digits separated by a plus sign (such as "300+00"). They identifiy a location based on the survey of the most recent highway project on the route. The numbers normally increase from south to north or from west to east. The post-mounted station numbers colors are black on white, red on white, or white on black. There are a few metric station numbers in use, in which case they are stamped every 20 meters or post mounted every 100 meters.

Subdivision.
A tract of land divided into blocks or lots.

Subsequent occupant.
A subsequent occupant is a person who has occupied the property being acquired after the initiation of negotiations but before the date the property is actually acquired by the Iowa DOT.

T

Take.
The acquisition of property.

Temporary easement.
An easement granted for a specific use for a limited time.

Tenant.
One who holds possession of the real estate of another.

Title.
1. The evidence of a person's right to own or possess property. 2. The quality of ownership as

determined by a body of facts and events.

Title certificate.
A document based on a title search stating that the title or interest in property is vested in a designated party and showing outstanding liens, charges, or other encumbrances, if any.

Title opinion.
An analysis and interpretation of a title search concerning present ownership, encumbrances, clouds on title, and other infirmities.

Title search.
An investigation of public records and documents to ascertain the history and present status of title to a property, including ownership, liens, charges, encumbrances, and other interests.

Township.
A territorial subdivision six miles square and containing 36 sections.

Trade fixtures.
Articles placed in or attached to rented buildings by a tenant to help carry out the trade or business of the tenant.

U

Uneconomic remnant.
A remainder property of little value or use.

V

Valuation.
The process of developing a value opinion.

Valuation process.
A systematic procedure to address the client's valuation issue.

Valuation services.
Services pertaining to aspects of property value.

Value.
1. The monetary relationship between properties and those who buy, sell, or use those properties. 2. The monetary worth of a property, good or service to buyers and sellers at a given time.

Value in place.
The term "value in place" means the amount a prudent purchaser would pay for an item in place. Its value is determined by the use the item contributes to the value of the whole acquisition.

W

Warranty deed.
A deed warranting that the grantor has a good title free and clear of all encumbrances and will defend the grantee against all claims.

Acquisition Agreement Clauses

Clause: Abbreviations
Situation: Whenever any of the abbreviations are used

Instruction: Add the following clause:

Abbreviations:

Sta.	Station
SR	Side road
+/-	Plus or minus
+/-PL	Plus or minus property line
+/-Ex R/W	Plus or minus existing right of way
+/-PROP R/W	Plus or minus proposed right of way

Clause: **A-1**
Situation: Access constructed where the Buyer agrees to construct the entrances

Instruction: Add the following clause:

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.

Clause: **A-2**
Situation: Access amended due to relocation of entrance(s) on property where access was previously acquired and entrance(s) were previously granted and new access is being allowed

Instruction: Add the following clause:

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 accordance with the Buyer's right to regulate, restrict or prohibit such access as set forth in Code of Iowa chapter 306A and shall be binding on the Seller's heirs, successors and assignees.

Clause: **A-3**
Situation: Permitting of entrance(s) on property where access was previously acquired and entrance(s) were NOT previously granted, but are NOW being allowed

Instruction: Add the following clause:

It is understood and agreed that the right of access granted in a certain Warrant 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 accordance with the Buyer's right to regulate, restrict or prohibit such access as set forth in Code of Iowa chapter 306A, and shall be binding on Seller's heirs, successors and assigns.

Clause: **A-4**
Situation: Permitting of entrance(s) on property where access was previously acquired and entrance(s) were previously granted, but are NOW being eliminated

Instruction: Add the following clause:

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 accordance with the Buyer's right to regulate, restrict or prohibit such access as set forth in Code of Iowa chapter 306A, and shall be binding on Seller's heirs, successors and assigns.

Clause: **A-5**
Situation: Access control only Agreement with no conveyance of real estate

Instruction: 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.

Clause: **A-6**
Situation: Advertising device(s)

Instruction: Add the following clause regarding Mutual Benefit Tenant Agreement for advertising signs:

It is understood and agreed that the advertising device located at Sta. ____, permit number ____, is considered to be personal property and the relocation of which will be made part of the Relocation Assistance Program.

Clause: **B-1**
Situation: Surface borrow, topsoil will not be replaced

Instruction: Add the following clause:

In consideration of this contract, the provisions of this borrow Agreement and the total lump-sum payment shown on page one of this Agreement, the 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 the borrow area being granted.

The Resident Construction Engineer will release the said temporary easement by recording a release of temporary easement no later than one year after the grading, paving, shouldering, and erosion control have been completed on this project. The Buyer will provide the Seller with a copy of the release after it has been recorded.

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

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

Clause: **B-2**
Situation: Surface borrow, topsoil will be replaced

Instruction: Add the following clause:

In consideration of this Agreement, the provisions of this Borrow Agreement and the total lump-sum payment shown on page one 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 the borrow area being granted.

The Resident Construction Engineer will release the said temporary easement by recording a release of temporary easement no later than one year after the grading, paving, shouldering, and erosion control have been completed on this project. The Buyer will provide the Seller with a copy of the release after it has been recorded

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

The Buyer agrees to remove, stockpile and replace a minimum of 8 inches of topsoil over the borrow area. The Buyer agrees the borrow area will be fertilized and seeded with an appropriate temporary seed mixture based on soil types, conditions and time of the year.

Clause: **B-3**
Situation: Pond borrow

Instruction: Add the following clause to the Agreement:

In consideration of this contract, the provisions of this borrow Agreement and the total lump-sum payment shown on page one of this Agreement, the 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 the borrow area being granted.

The Resident Construction Engineer will release the temporary easement by recording a release of temporary easement no later than one year after the grading, paving, shouldering, and erosion control have been completed on this project. The Buyer will provide the Seller with a copy of the release after it has been recorded.

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

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

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

Clause: **B-4**
Situation: When the owner wants the borrow to be acquired by temporary easement rather than by fee title:

Instruction: Add the following clause to the Agreement:

It is understood and agreed that at the Sellers have requested that the borrow area described in Item No.____ of the Agreement be acquired by temporary easement rather than by fee title as offered by the Buyer. The Seller understands and agrees there are no warrants or promises as to the condition of the temporary borrow area after completion of the highway project other than what is written in this Agreement. The Seller will accept the temporary easement area "as is" when the temporary easement is released at the completion of this highway construction project.

Clause: **B-5**
Situation: When the DOT has offered to acquire a borrow area by fee title and the area does not have access to the owners remaining land or the public road system but the owner wants to retain the borrow area and requests that it be acquired by Temporary Easement.

Instruction: Add the following clause to the Agreement:

It is understood and agreed that at the Seller has requested that the borrow area described in Item No.___ of this Agreement be acquired by temporary easement rather than by fee title as offered by the Buyer. The Seller understands and agrees there are no warrants or promises as to the condition of the temporary borrow area after completion of the highway project other than what is written in this Agreement. The Seller will accept the temporary easement area "as is" when the temporary easement is released at the completion of this highway construction project.

It is further understood and agreed the described borrow area will not have access to the Sellers remaining property or to the public road system. As such the State has offered to acquire the property by fee title as an uneconomic remnant. The Seller acknowledges that payment in full as an uneconomic remnant is included in the total lump sum on page one of this Agreement.

Clause: **B-6**
Situation: Buildings and/or improvements salvage deduction

Instruction: Add this clause when reserving a building(s) and/or improvement(s) for the Seller, with the salvage value deducted from the Agreement's total lump-sum amount:

The____, located ____ is/are reserved for the Seller. The Seller agrees to remove the item(s) from the premises on or before _____. Should the Seller fail to remove the item(s) by the date specified, they shall become the property of the

Buyer, who shall remove them from the property as they see fit.

It is understood and agreed that the sum of $_____ has been deducted from the total lump-sum amount shown on page one of this Agreement for the Seller's salvage rights to for the item(s). The 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). The Seller indemnifies and holds the Buyer harmless for all salvage activities and agrees to leave the salvage area in a safe manner.

Clause: **B-7**
Situation: Buildings and/or improvements are being acquired

Instruction: Add these clauses when acquiring buildings and/or improvements. Complete the listing of the items being acquired.

It is the intent of this Agreement to acquire all improvements located upon the premises being sought. A brief description of the improvements includes, but is not limited to, the following items:

_____, along with all heating, cooling, plumbing, and electrical systems, and connected apparatus; all doors, windows, cabinets, floor coverings, and any other fixtures that, if removed, would damage the integrity of the structure; and all trees, shrubs, landscaping, surfacing, and any other improvements attached to the premises.

Clause: **C-1**
Situation: Conveyance to the city or county.

Instruction: Add this clause when part of an acquisition is to be deeded directly to another jurisdiction, such as a city or county.

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

Clause: **C-2**
Situation: Court approval is required to proceed with this Agreement since the conservator or executor has no author to convey deed to the property.

Instruction: Add this clause when a conservator or executor has no authority to convey the deed to the property.

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 $_____.

Clause: **C-3**
Situation: Court appointment of a conservator is needed for a minor or legally incompetent person

Instruction: Add this clause when the court needs to appoint a conservator for a minor or a legally incompetent person.

The Seller agrees to promptly and diligently proceed in securing district court appointment of a legal conservator for _____. The Buyer agrees to pay court costs and legal expenses incurred by the Seller in obtaining the court appointment, not to exceed $_____.

Clause: **C-4**
Situation: When the proposed project letting is scheduled after October 1 of the calendar year in which the land is to be acquired. Crops may be reserved for the owner and/or tenant for the calendar year.

Instruction: Add the following clause to the Agreement:

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

Clause: **C-5**
Situation: If the 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.

Instruction: Add the following clause to the Agreement. NOTE: When the proposed project letting is scheduled prior to October 1 of the calendar year the land is acquired, the crops will not be reserved to the owner and/or tenant.

If the crops have been planted prior to July 1, the owner and/or tenant will be compensated based upon the costs of planting the crop.

Seller agrees to provide weed and erosion control on the premises being sought 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.

Clause: **C-6**
Situation: Field preparation and/or crop planting has already occurred

Instruction: Add the following clause to the Agreement. NOTE: After July 1, compensation will be based upon the value of the crop, minus harvest and hauling expenses:

Part of the lump-sum payment in this Agreement 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.

Clause: **C-7**
Situation: Loss or damage to crop

Instruction: Add the following clause to the Agreement. NOTE: 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:

Part of the lump-sum payment in this Agreement is settlement in full for all loss or damage for the 20___ 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.

Clause: **C-8**
Situation: If Seller hauls and disposes of contamination

Instruction: Add the following clause. NOTE: Contamination clauses are not to be used without prior approval from the project Agent or Supervisor:

It is understood the property being sought has been used for a fuel station and the soil may be contaminated. The acquisition price of the property reflects its value, without the presence of contamination.

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

Clause: **C-9**
Situation: The soil is contaminated. The state will dispose of the material and bill the Seller.

Instruction: Add the following clause to the Agreement:

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

As part of this highway project, it may be necessary to excavate soil between Sta. _____ and Sta. _____, a strip _____ feet wide, on the _____ side. The soil may require disposal as contaminated material. The Buyer agrees to excavate and haul away the soil, dispose of any contaminated material and provide suitable fill material. The Seller agrees to reimburse the Buyer for all costs incurred in the hauling and disposal of the contaminated material. Reimbursement will be made promptly upon the provision of an itemized invoice or copies of receipts to the Seller for the costs. The Seller shall indemnify and save harmless the Buyer from all costs, expenses and liabilities arising out of the storage, hauling and disposal of any contaminated material.

Clause: **C-10**
Situation: Elimination of a monitoring well

Instruction: Add the following clause to the Agreement:

As a part of this highway project, the monitoring well located at Sta. _____ owned by Seller on the property sought shall be eliminated. The Buyer shall plug and abandon the well. If replacement of the well is required to comply with the terms of any law, rule or administrative order, in addition to the total lump-sum shown on page one 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 $_____.

Clause: **D-1**
Situation: Debris disposal

Instruction: Add the following clause to the Agreement:

It is understood and agreed by the Seller, that the debris described, but not limited to that listed below, located on the premises being sought, will be removed by the Seller prior to the possession date shown on page one of this Agreement.

Clause: **D-2**
Situation: Description, more or less

Instruction: Add this clause to the Agreement when the land surveyor's plat is not yet available:

It is understood and agreed that the final conveyance document will show the area of the premises to be conveyed, as determined by a land surveyor's plat. Should the plat indicate a slightly greater area to be conveyed than that shown on page one of this Agreement, then the .Buyer will adjust the total lump-sum amount of this Agreement to pay for the additional area. The Seller hereby waives any additional payment of less than $50.00.

Clause: **D-3**
Situation: Detour road

Instruction: Add the following clause when a temporary detour road is needed during construction:

The Seller grants the Buyer the right to construct, maintain, operate and remove a temporary detour road on the .Seller's property, described as follows and as measured from the centerline of the proposed highway and shown on the project plans:

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

The temporary detour road will remain in place until the completion of this highway project. When released back to the Seller, the Buyer agrees to scarify the area by machine method to a depth of 16 to 20 inches.

Clause: **D-4**
Situation: Divorce

Instruction: 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.

Clause: **D-5**
Situation: Donation of the land to the State of Iowa

Instruction: Add this clause when the property owner elects to donate the land to the State of Iowa:

The Seller acknowledges entitlement to just compensation based upon the Buyer's approved appraisal of the property described on page one of this

Agreement. Nevertheless, the Seller desires to donate the property as allowed in Code of Iowa section 6B.54. The Seller agrees and is responsible for all taxes due up to and including the date of possession.

Clause: **D-6**
Situation: Payment for an extended driveway

Instruction: Add the following clause to the Agreement:

It is understood and agreed that the total lump-sum payment shown on page one, paragraph three of this Agreement, includes payment in full for an additional _____ lineal feet of driveway.

Clause: **F-1**
Situation: Fence payment, where costs are incurred by the Seller

Instruction: Add the following clause to the Agreement:

The Seller will erect replacement fence and then provide the Buyer with paid receipts documenting actual labor and material costs.

In addition to the total lump-sum payment amount shown on page one of this Agreement, the Buyer agrees to pay to the Seller the actual and reasonable costs of replacing length measurement of type fencing, not to exceed $_____, as furnished by Seller. Payment will be made on the basis of itemized bills and/or receipts furnished by the Seller to the Buyer after the Seller's construction of the fence. Payment will not be made for replacement of gates. The Seller may salvage any existing gates and/or fencing prior to construction of the project. Any existing gates and/or fencing that are not removed shall become the property of the Buyer.

Clause: **F-2**
Situation: Scheduled replacement fence payment

Instruction: Add the following clause to the Agreement:

The Seller will erect replacement the fence and the Buyer will include payment for the fence in the total lump-sum payment amount, based on the cost-per-rod schedule developed by the Buyer.

The 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 payment amount shown on page one of this Agreement. Payment will not be made for replacement of gates. The Seller may salvage any existing gates and/or fencing prior to construction of the project. Any existing gates and/or fencing that are not removed shall become the property of the Buyer.

Clause: **F-3**
Situation: Payment for temporary fencing

Instruction: Add the following clause to the Agreement:

For control of farm animals during construction, the Seller will erect temporary fencing for the borrow or other easement areas.

It is understood and agreed that, in addition to the total lump-sum amount shown on page one of this Agreement, the Buyer agrees to pay the Seller for the Seller's construction of temporary fencing that is necessary along the Temporary Easement area during the construction period. The Resident Construction Engineer will measure the temporary fence and payment will be made at the rate of $_____ per rod for woven wire fence, $_____ per rod for barbed wire fence and $_____ per rod for electrical fence.

Clause: **F-4**
Situation: Fencing for access control on the interstate

Instruction: Add this clause on Agreements for certain interstate and freeway projects, where required. Replace the underlined text with the name of the route:

It is understood and agreed that the Buyer will construct and maintain access control fencing along Interstate _____ / U.S. _____.

Clause: **F-5**
Situation: Fencing across a water gap

Instruction: Add this clause on Agreements whenever fencing across a water gap is required and payment is included in the lump sum:

Included in the total lump sum on page one of this Agreement, is payment in full in the amount of $_____ for water gap fencing at Sta. _____. The Seller is responsible for all future maintenance or replacement of said water gap fencing.

Clause: **F-6**
Situation: Fencing across a water gap

Instruction: Add this clause on Agreements whenever fencing across a water gap is required and payment will be made at the actual and reasonable costs:

It is understood and agreed in addition to the total lump sum on page one of this Agreement, the Buyer agrees to pay the Seller the actual and reasonable costs, based on paid receipts, of the water gap fencing at Sta._____. It is further understood the Seller is responsible for all future maintenance or replacement of the water gap fencing.

Clause: **F-7**
Situation: Flowage easement
Instruction: Add the following clause to the Agreement. Select meters or feet as the form of measurement:

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

Clause: **F-8**
Situation: Federal Estate Tax Repayment

Instruction: Add the following clauses to the Agreement. **(insert following language when State tax also involved): and the amount of recaptured State Inheritance Tax incurred to obtain partial release of State Tax Lien under Code of Iowa chapter 450B (qualified use election):

*Buyer agrees to reimburse Seller the amount of recaptured Federal Estate Tax incurred to obtain partial release of Federal Tax Lien under IRC Sec. 2032A(c) due to the special valuation elected under section 2032A, and/or section 2057(f),** as to the subject property only, and legal fees not exceeding $_____ incurred to obtain such release. Said reimbursement shall be made upon submission of paid itemized receipts.*

Clause: **I-1**
Situation: Public liability insurance

Instruction: Add the following clause to either a Partial or Total Acquisition Agreement when granting continued possession of an acquired property:

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

Seller's insurance Agent and carrier _____ Policy number _____ Address _____

Clause: **I-2**
Situation: Extended insurance coverage

Instruction: Add to a Partial Acquisition or Total Acquisition Agreement when granting continued possession on acquired major structures and/or improvements:

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

and all of the Seller's rights under such insurance Agreements.

Clause: **I-3**
Situation: Insurance protection for the premises

Instruction: Add this clause to a Total Acquisition Agreement and Partial Acquisition Agreement when granting continued possession on acquired major structures and/or improvements:

The Seller shall protect the premises from damage and prevent injury to people. The Seller shall make all repairs to the heating system, roof, electrical system, doors, windows, and equipment necessary to maintain the premises in a safe operating condition to prevent damage to the premises and avoid injury to all occupants, guests and public. The 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 the Seller's continued possession and use of the property.

Clause: **I-4**
Situation: Intent to acquire

Instruction: Add the following clause to the Agreement:

It is the intent of this Agreement to totally acquire the parcel of land described as.

Clause: **I-5**
Situation: Indemnification for project work

Instruction: Add the following clause to the Agreement. Note: This clause should only be used with Supervisor approval:

The Sellers agree that payment in full as shown on page one of this Agreement shall indemnify, release, acquit, hold harmless and forever discharge the State of Iowa, its agencies, officers, employees, agents and all other persons acting on behalf of the State or any state agency, including any and all contractors, from all liability, including any and all claims, demands, rights of subrogation and course of action for property damage relative to the above referenced project affecting the Seller, which the Seller may have or claim to have by reason of such project.

Clause: **L-1**
Situation: Lessor/lessee Agreement

Instruction: Add this clause when a major leasehold interest is being acquired and both the lessor and lessee must execute the same Agreement:

It is understood and agreed that should the lessor or lessee elect not to enter into this Agreement, the 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. 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. The lessee 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 type by reason of being deprived of the possession and use of the premises due to construction of the highway. The lessee further agrees to pay all liens, assessments, taxes and encumbrances for which the lessee may be liable as a tenant against any property sold to the Buyer.

The Buyer will make all payments payable to the lessor and lessee. The lessor and lessee agree to make any necessary divisions of the proceeds.

Clause: **M-1**
Situation: Division on monetary proceeds from Agreement

Instruction: Add this clause when the Seller requests that payment be made by separate warrants to various Sellers. Please note contractual obligations such as payment for abstracting:

The Sellers request, and the Buyer agrees, that the gross proceeds of this Agreement shall be paid as follows:

_____ *percent payable to* _____ *and all applicable interests, as described in Items 6 and 7 of this Agreement; and;*

_____ *percent payable to* _____ *and all applicable interests, as described in Items 6 and 7 of this Agreement.*

Clause: **N-1**
Situation: Notarization

Instruction: Use this clause when notarizing

Seller's signature and claimant's certification: Upon due approval and execution by the Buyer, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

_____ _____

Seller's Signature Seller's Signature

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT:

STATE OF _____}
COUNTY OF _____} ss:

On this _____ day of _____, A.D. **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 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)

_____
_____

Clause: **N-2**
Situation: Notarization

Instruction: Use this clause when notarizing municipalities:

Seller's signature and claimant's certification: Upon due approval and execution by the Buyer, the undersigned Sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

X _____ X _____

Seller's Signature Seller's Signature

MUNICIPAL ACKNOWLEDGEMENT – Acknowledgement for municipal corporations

STATE OF IOWA
COUNTY OF _____ ss:

On this _____ day of _____, _____, before me, the undersigned, a notary public in and for said the State of Iowa, 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 number _____, passed (the resolution adopted) by the city council under roll call number _____ of the city council on the _____ day of _____, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

(NOTARY SEAL)

_____ (Sign in ink)

_____ (Print/type name)
Notary Public in and for the State of Iowa

Clause: **P-1**
Situation: Plot plan attached to the Agreement

Instruction: Add the following clause to the Agreement:

The Right-of-Way Design plot plan, attached as page _____ of this Agreement, graphically illustrates the proposed acquisition area. It is understood and agreed that the registered land surveyor's plat, which will be attached to the future conveyance document, will supersede and replace this plot plan as the accurate and correct plat of the land being conveyed. Should the land surveyor's plat indicate slightly greater acreage/square footage to be conveyed than that shown on page one of this Agreement, the payment due the Seller will be increased accordingly and shown on the future conveyance document. The Seller hereby waives any increased payment of less than $50.

Clause: **P-2**
Situation: The plot plan for a temporary easement is attached to the Agreement.

Instruction: Add the following clause to the Agreement:

The Sellers grant to the 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. The temporary easement shall terminate on completion of this highway project.

Clause: **R-1**
Situation: Relocation assistance assurance

Instruction: Add the following clause to the Agreement:

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

Clause: **R-2**
Situation: Owner has requested 6B.52 in the purchase agreement

Instruction: Add the following clause to the Agreement:

Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by the Code of Iowa, section 6B.52.

Clause: **S-1**
Situation: Supplemental Owner Agreement

Instruction: 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 a supplement to the original Agreement between the same parties, dated _____, recorded on _____ in the _____ County Recorder's Office _____, all terms of which remain in full force and effect.

Clause: **S-2**
Situation: Supplemental Tenant Agreement

Instruction: Add this clause when preparing a Supplemental Agreement that is required because a change or correction is needed in a Tenant's Agreement that is already signed and processed:

This Agreement is a supplement to the original Agreement between the same parties, dated _____, all terms of which remain in full force and effect.

Clause: **S-3**
Situation: Septic System

Instruction: Add this clause when a septic system lying within the proposed right of way will be disturbed by new construction and must be either repaired or replaced:

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

The septic system is to be constructed and installed in accordance with local and county codes and under the supervision of the local sanitarian. Payment will be made when the Seller provides the Buyer with original itemized invoices, and/or receipts, for the replacement of the septic system and a certification of compliance from the local sanitarian. Payment is based upon a current estimate of $ _____.

Clause: **S-4**
Situation: Septic System

Instruction: Add this clause when it is unclear if highway construction will impact the Seller's septic system.

It is understood and agreed by Buyer and Seller that if a portion of the legally constructed septic leech bed, or system, is damaged or destroyed by the construction of this highway improvement project, that portion shall be repaired or replaced at no expense to the Seller.

Clause: **S-5**
Situation: Drainage structure used as stockpass

Instruction: Add this clause when the Seller is granted the right to use a drainage structure as a stockpass, with no payment to the Seller:

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

Clause: **S-6**
Situation: The Seller agrees to participate in construction cost and the Seller's share of the cost is deducted from the total lump-sum amount.

Instruction: Add the following clause to the Agreement. ***Caution*** This clause is not to be used without prior approval of the Acquisition Supervisor and the Right of Way Director:

The Buyer agrees to construct a _____ stockpass at Sta. _____ for the use by the Seller. The Seller agrees to pay $ _____ for the stockpass. The dollar amount is deducted from the total lump-sum amount shown on page one 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.

Clause: **S-7**
Situation: Seller's share of the cost of the stockpass to be paid by the Seller separately; the Seller agrees to participate in the construction cost and the Seller's share of the cost is to be paid to the Buyer upon request.

Instruction: Add the following clause to the Agreement. ***Caution*** This clause should not be used without prior approval of the Acquisition Supervisor:

The Buyer agrees to construct a _____ stockpass at Sta. _____ for the use of the Seller. The Seller agrees to pay $ _____ for the stockpass. Payment is to be made by certified check payable to the Buyer upon request of the Resident Construction Engineer prior to construction of the stockpass.

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

The Buyer is granted a temporary easement "as necessary" on the Seller's property to construct the stockpass. The temporary easement shall terminate upon completion of this highway project.

Clause: **T-1**
Situation: Temporary easement

Instruction: Add the following clause to the Agreement:

The Buyer is granted a temporary easement, as described below, on the Seller's property for the purpose of _____; and as measured from the centerline of the proposed highway, as shown on the project plans. The temporary easement shall terminate upon completion of this highway project.

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

From Sta. _____ to Sta._____, a strip _____ feet wide, on the _____ side

Clause: **T-2**
Situation: Release of a major, temporary easement

Instruction: Use this clause to release a major, temporary easement that must be released by the Resident Construction Engineer at a later date. For example, easements necessary 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 Resident Construction Engineer will release said temporary easement by recording a Release of Temporary Easement no later than one year after the grading, paving, shouldering and erosion control have been completed on this project. The Buyer will provide the Seller with a copy of the release after it has been recorded.

Clause: **T-3**
Situation: Temporary easement for a haul road

Instruction: Add these clauses when need a temporary easement is needed to provide access to a borrow or other construction area:

The Buyer is granted a temporary easement on the Seller's property for the purpose of constructing, maintaining, operating, and removing a _____-foot wide haul road on the Seller's property from Sta. _____ to the construction area, by the most direct route.

The temporary easement shall terminate upon completion of this highway project. When released back to the Seller, the Buyer agrees to scarify the area by machine method to a depth of 16 to 20 inches.

Clause: **W-1**
Situation: Hazardous waste

Instruction: This Iowa Department of Natural Resources clause is a requirement in all right-of-way acquisition Agreements. It is included in the "body" of the Agreements:

The Seller states and warrants that there is no known well site, solid waste disposal site, hazardous substances, burial site or underground storage tanks on the premises being sought, except _____.

Clause: **W-2**
Situation: Waste material created by the Buyer on the project site

Instruction: This clause is used when the Buyer is allowed to dispose of waste material on the Seller's property, when required by the construction plans.

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

Clause: **W-3**
Situation: Impounding of water

Instruction: Add the following clause to the Agreement:

The Buyer is granted the right to impound water from surface and/or tile drainage on the Seller's land to an elevation of _____ feet, as described below and measured from the centerline of the proposed highway, as shown on the project plans.

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

Clause: **W-4**
Situation: Replacement of a well with the costs paid by the Buyer on future receipts

Instruction: Add the following clause to the Agreement:

The Buyer agrees to pay the actual and reasonable cost, based on a detailed written estimate of $_____, for replacing the well, located at _____, and measured from the centerline of the highway. Payment will be made when the Seller provides the Buyer with original itemized invoices, and/or receipts, for the replacement of the 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. The Seller agrees to accept the stated sum as payment in full for any and all damages arising from the loss and replacement of the well.

Clause: **W-5**
Situation: Replacement of a well with the costs paid by the Buyer

Instruction: Add the following clause to the Agreement:

The total lump sum of this Agreement includes _____ as compensation for the well located at_____.