

APPENDIX B
ACQUISITION WORKING DOCUMENTS

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APPENDIX B

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Iowa Department of Transportation

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

Ph.: 515-239-1135
Toll-Free: 866-282-5809
FAX: 515-239-1247
www.iowadot.gov

ACCESS PURCHASE AGREEMENT NO CONVEYANCE OF LAND

Parcel Number: _____ County: _____

Project Number: _____ Route Number: _____

Seller: _____

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

1. The Seller agrees to sell and furnish to the Buyer a conveyance document, on forms furnished by the Buyer: and the Buyer agrees to buy all of the Seller's rights of direct access to Highway, _____

excepting and reserving to seller for the right of access at _____,

all situated in parts of the following real estate, hereinafter referred to as the premises, _____.
2. Buyer agrees to pay and the Seller agrees to convey title and surrender possession of the access rights for the amount of \$ _____ on or before _____.
3. SELLER WARRANTS that there are no tenants on the premises holding under lease except _____.
4. This agreement shall apply to and bind the legal successors in interest of the Seller, and the Seller agrees to warrant good and sufficient title. The names and addresses of the lien holders are _____.
5. The Buyer may include mortgages, lien holders, encumbrances, and taxing authorities as payees on warrants as agreement payment. In addition to the total lump-sum payment, the Buyer agrees to pay \$ _____ for the cost of adding title documents required by this transaction to the Seller's abstract of title.
6. These premises are being acquired for public purposes. This transfer is exempt from the requirements for the filing of a "Declaration of Value" by Iowa Code section 428A.1.
7. This written agreement constitutes the entire agreement between the Buyer and Seller, and there is no agreement to do or not to do any act or deed, except as specifically provided for herein.
8. It is the intent of this contract not to convey any real estate, but to restrict the right of ingress and egress from the described land.

DISTRIBUTION: TWO COPIES RETURNED TO BUYER (IOWA DOT). ONE COPY RETAINED BY SELLER.

Seller's signature and claimant's certification: Upon due approval and execution by the Buyer, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

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

X _____
 Seller's Signature

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

<p>Seller's Acknowledgement</p> <p>STATE OF _____ } COUNTY OF _____ } ss:</p> <p>On this _____ day of _____, A.D. _____, before me, the undersigned, a notary public in and for said state, personally appeared _____, <input type="checkbox"/> to me personally known; or <input type="checkbox"/> 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.</p> <p>_____ (Sign in ink) _____ (Print/type name)</p> <p>Notary Public in and for the State of _____ My commission expires _____</p> <p>(NOTARIAL SEAL)</p>	<p>Capacity Claimed by Signer</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Corporation _____ _____</p> <p><input type="checkbox"/> Corporate seal is affixed <input type="checkbox"/> No corporate seal procured <input type="checkbox"/> Limited partnership <input type="checkbox"/> General partnership <input type="checkbox"/> Attorney-in-fact <input type="checkbox"/> Executor(s) or trustee(s) <input type="checkbox"/> Guardian(s) or conservator(s) <input type="checkbox"/> Other _____</p> <p>Signer is representing List name(s) of entity(ies) or person(s) _____ _____</p>
--	--

Buyer's Approval

Recommended by: Project Agent _____ (Date)

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

Buyer's Acknowledgement

STATE OF IOWA }
 COUNTY OF STORY } ss:

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

(NOTARIAL SEAL)

Notary Public in and for the State of Iowa



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ADMINISTRATIVE SETTLEMENT DETERMINATION

Parcel Number: _____ County: _____

Project Number: _____ Name: _____

Negotiator: _____

Offer to Purchase	\$	Proposed Settlement	\$	Variance	\$	0.00
					%	!Zero Divide

APPRAISALS:

	Appraiser	Date	Before	After	Acquisition	Add'l by Negotiator (Fence, etc)	Offer to Purchase
1.							
2.							
3.							
4.							

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:

Approved By:

Acquisition Agent _____ Date _____

Acquisition Supervisor _____ Date _____
Donald E. Muessigmann

Project Agent _____ Date _____

Right of Way Director _____ Date _____



Iowa Department of Transportation

OFFICE INFORMATION ON CONTRACTS

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 \$ _____



Iowa Department of Transportation

CERTIFICATION OF NEGOTIATOR AND PARCEL CHECK SHEET

COUNTY _____ PROJECT _____ PARCEL NO. _____

OWNER _____ ADDRESS _____

I certify the following information to be correct.

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

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

FILE CONTAINS:

(Key) yes, no, na

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

DESIGNATE: Number of Tenants _____
Number of Tenants Signed _____

Certified by _____
Right of Way Agent _____
(Date)

Approved by _____
Project Agent _____
(Date)

Acquisition Parcel Checklist

Outside of the folder:

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

Inside of the folder:

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

Behind folder:

1. Abstract (if applicable)

Paperclip everything on the outside of the folder together

Paperclip items 1-6 inside the folder together

Secure the abstract of title to the folder with rubber band



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COMPENSATION ESTIMATE

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 _____

Date of compensation estimate _____

Land to be acquired by fee title	0.00	acre	@	\$0.00	=	
Permanent easement	0.00	acre	@	\$0.00	=	
Other considerations:						
Total compensation						\$

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

Certification

I certify that I am familiar with the property that is the subject of this compensation estimate, that the valuation is based upon data contained in the files of the Iowa Department of Transportation, and that I have no direct or indirect present or contemplated future personal interest in this property or in any benefit from the acquisition of this property.

Agent's Signature

Approved by

_____ Date

_____ Date

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:

	<u>Owner</u>	<u>Lessee</u>	<u>Tenant</u>
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

<u>Name</u>	<u>Staff or fee</u>	<u>Before</u>	<u>After</u>	<u>Compensation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	Review	_____	_____	_____

12. WITNESSES FOR OWNER

<u>Name</u>	<u>Occupation</u>	<u>Before</u>	<u>After</u>	<u>Compensation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

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

Condemnation Agent

Martin J. Sankey

Right of Way Director

Concurrence by Legal Department

Special Assistant
Attorney General



Iowa Department of Transportation

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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 following evidence supports this claim:

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

Claimant's certification

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

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

Claimant's Signature Date

Acquisition Agent's Signature Date

Return to and prepared by Valerie Goethals, Right of Way Office, Iowa Department of Transportation, 800 Lincoln Way, Ames, IA 50010, 515-239-1361

533409wd



Iowa Department of Transportation

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

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DRAINAGE DISTRICT CONSENT AGREEMENT

Parcel Number: _____ **County:** _____

Project Number: _____ **Route Number:** _____

Section/Township/Range: _____

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

1. Drainage District Number _____ is a legally-established drainage district under the supervision of the _____, as provided Iowa Code section 468.
2. The District crosses U.S. _____/Iowa _____, located _____, and as shown on the plans for the highway improvement project. The highway is under the jurisdiction and supervision of the Department.
3. The Department currently maintains certain bridges, culverts and structures across the right of way located within the limits of the drainage district to provide for vehicular traffic on the highway and permit free passage of water in the drainage district area.
4. The Department desires to install and/or extend structures within the limits of the district by _____, and as shown on the plans for the highway improvement project.
5. The Department agrees to design and pay for the installation of the bridges, culverts, structures, and other construction in connection with the project, and agrees the design and installation of the improvements will be performed in such a manner to cause a minimum of obstruction and impediment to the flow of water in the open ditches of the district.
6. In the event the District determines it is necessary to clean out or make any repair or improvement to the open ditch channel within the highway right of way of the Department, the Department agrees the clean out, repair or improvement within the limits of the highway right of way will be at the expense of the Department, as provided by law.
7. The Department shall have the use of the District's right of way as a work space to properly improve and install the facilities referred to in this highway improvement project, and as described herein.
8. In the event there are any tile outlets utilizing any open ditches of the District, located within the area designated herein, that are affected during this project by the construction of the bridges, culverts, structures, etc., the Department agrees to reconnect said tile lines to leave said tile outlets in the same condition as they were before this highway improvement project, all of which tile repair shall be at the expense of the Department.

DISTRIBUTION: RETURN TWO COPIES TO THE BUYER (IOWA DOT) SELLER RETAINS ONE COPY.

District's consent and agreement

Drainage District

Street Address

City, State and Zip Code

By X _____
Authorized Representative Date

By X _____
Authorized Representative Date

District's Acknowledgement

STATE OF IOWA }
COUNTY OF _____ } ss:

On this _____ day of _____, _____, before me, a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, who, being by me duly sworn, did say that they are the _____ of _____; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that said instrument was signed and sealed on behalf of the corporation, by authority of its _____, pursuant to the resolution adopted by the board on the _____ day of _____, _____, and that _____ acknowledged the execution of the instrument to be their voluntary act and deed, and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State of Iowa

(NOTARIAL SEAL)

Department's Approval

Recommended by _____, Project Agent (Date)

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

Buyer's Acknowledgement

STATE OF IOWA }
COUNTY OF STORY } ss:

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

Notary Public in and for the State of Iowa

(NOTARIAL SEAL)

INFORMATION FOR CONDEMNATION PROCEEDINGS

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

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

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

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

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

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

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

Different from appraisal? Yes No Includes: Right-of-Way Fence Borrow

Last Offer: \$ Why? Damages Access Control

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	
<input type="checkbox"/> Hold condemnation letter and contract until _____ <input type="checkbox"/> Mail condemnation letter and contract to: <input type="checkbox"/> Owner <input type="checkbox"/> Owner with copy to Attorney <input type="checkbox"/> Attorney only <input type="checkbox"/> Attorney with copy to Owner	
Recommended by	Approved by
_____, Acquisition Agent Date _____	_____, Acquisition Supervisor Date _____
_____, Project Agent Date _____	
Received by Condemnation Section	
_____ David Younie, Condemnation Coordinator Date _____	



Iowa Department of Transportation

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LANDOWNER CONSENT TO PROPERTY EXAMINATION

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

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

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

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

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

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

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

Witness	Date	Landowner/Tenant	Date
---------	------	------------------	------



Iowa Department of Transportation

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MOBILE HOME TENANT PURCHASE AGREEMENT

Parcel Number: _____ County: _____

Project Number: _____ Route Number: _____

Seller: _____

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

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

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

The Seller is the tenant on the property of _____.

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

\$ _____ Payable to _____ on or before _____, _____

\$ _____ Payable to the Seller on delivery of a bill of sale

\$ _____ Ten percent payable to the Seller on surrender of physical possession or delivery of a certificate of title, whichever occurs last

\$ _____ **Total Lump-Sum Amount**

4. This Seller agrees to surrender physical possession of the premises on or before _____. The Buyer may include mortgagees, lienholders, encumbrancers, and taxing authorities as payees on warrants as agreement payment.
5. This agreement shall apply to and bind the legal successors in interest of the Seller, and the Seller agrees to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Iowa Code section 427.2 and agrees to warrant good and sufficient title. The names and addresses of any lienholders are:

6. This written agreement constitutes the entire agreement between the Buyer and Seller, and there is no agreement to do or not to do any act or deed, except as specifically provided for herein.
7. The Seller agrees to keep fire, tornado, extended coverage, and added perils insurance in the minimum amount of \$_____, payable to all parties as their interests may appear from this date until delivery of the deed and possession. The Buyer shall notify all insurance companies of this agreement. In case of loss or destruction of part or all of the premises from causes covered by the insurance, the Seller agrees to accept the lump-sum payment amount, to endorse the proceeds of any such insurance recovery, and the Seller assigns to the Buyer any and all of the Seller's rights under such insurance agreements.
8. The Seller agrees to maintain existing liability insurance for loss or damage to the property or personal injury arising out of the Seller's continued possession or use of the property.

 Seller's insurance agent and carrier: _____
 Address : _____
 Policy number : _____
9. The Seller shall protect the premises from damage and prevent injury to people. The Seller shall make all repairs to the heating system, roof, electrical system, doors, windows, and equipment necessary to maintain the premises in a safe operating condition to prevent damage to the premises and avoid injury to all occupants, guests and public at large. The Seller shall indemnify and save the Buyer harmless from all loss, claims and causes of action for all damage to the property and injury to persons arising out of the Seller's continued possession and use of the property.
10. It is understood and agreed that the Seller does not jeopardize any rights to relocation assistance benefits available under the law signing this agreement.
11. The Seller will provide to the Buyer a bill of sale for all fixtures and equipment as described herein.

Seller's signature and claimant's certification: Upon due approval and execution by the Buyer, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

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

X _____
 Seller's Signature

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

<p>Seller's Acknowledgement</p> <p>STATE OF _____ } COUNTY OF _____ } ss:</p> <p>On this _____ day of _____, A.D. _____, before me, the undersigned, a notary public in and for said state, personally appeared _____, <input type="checkbox"/> to me personally known; or <input type="checkbox"/> 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.</p> <p>_____ _____(Sign in ink) _____(Print/type name)</p> <p>Notary Public in and for the State of _____ My commission expires _____</p> <p>(NOTARIAL SEAL)</p>	<p>Capacity Claimed by Signer</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Title(s) of Corporate Officer(s): _____ _____</p> <p><input type="checkbox"/> Corporate seal is affixed <input type="checkbox"/> No corporate seal procured <input type="checkbox"/> Limited partnership <input type="checkbox"/> General partnership <input type="checkbox"/> Attorney-in-fact <input type="checkbox"/> Executor(s) or trustee(s) <input type="checkbox"/> Guardian(s) or conservator(s) <input type="checkbox"/> Other: _____</p> <p>Signer is representing List name(s) of entity(ies) or person(s) _____ _____</p>
---	---

Buyer's Approval

Recommended by: Project Agent _____ (Date)

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

Buyer's Acknowledgement

STATE OF IOWA }
 COUNTY OF STORY } ss:

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

(NOTARIAL SEAL)

Notary Public in and for the State of Iowa



Iowa Department of Transportation

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

DATE _____

COUNTY _____

PROJECT _____

PARCEL _____

OFFER TO PURCHASE and NOTICE OF EARLIEST MOVE DATE

OWNER _____

ADDRESS _____

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

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

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

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

Fence: By _____, Acquisition Agent



Iowa Department of Transportation

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

Ph.: 515-239-1135
Toll-Free: 866-282-5809
FAX: 515-239-1247
E-mail: @dot.iowa.gov
www.iowadot.gov

DATE _____

COUNTY _____

PROJECT _____

PARCEL _____

OFFER TO PURCHASE – COMPENSATION ESTIMATE

Owner _____

Address _____

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

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

Fence:

By _____

, Acquisition Agent



Iowa Department of Transportation

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

Ph.: 515-239-1135
Toll-Free: 866-282-5809
FAX: 515-239-1247
www.iowadot.gov

PURCHASE AGREEMENT

Parcel Number: _____ **County:** _____
Project Number: _____ **Route Number:** _____
Seller: _____

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

- 1a. The Seller agrees to sell and furnish to the Buyer a conveyance document, on form(s) furnished by the Buyer, and the Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following _____, in the county of _____, State of Iowa, and more particularly described on page _____, including and the following buildings, improvements and other property:
All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein
- 1b. The Seller also agrees to convey to the Buyer all of the Seller's rights of direct access from the premises to Highway _____, _____, excepting and reserving to the Seller the right of access at the following locations _____.
- 1c. The Seller also grants to the Buyer a temporary easement as shown on the *Right of Way Design Plot Plan* attached as page _____, for the purpose of _____, and as shown on the project plans for the highway improvement. The temporary easement(s) shall terminate upon completion of this highway project.
2. The Buyer agrees to pay, and the Seller agrees to grant, the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date of Performance
\$ _____	On conveyance of title	_____
\$ _____	On surrender of possession	_____
\$ _____	On possession and conveyance	_____
\$ _____	Total Lump-Sum Amount	

<u>Breakdown</u>	<u>Ac./Sq.Ft</u>				
Land by fee title	_____	acres	Fence	_____	rods woven
Underlying fee title	_____	acres	Fence	_____	rods barbed
Permanent easement	_____	acres			
	_____	acres			

DISTRIBUTION: TWO COPIES RETURNED TO BUYER (IOWA DOT). ONE COPY RETAINED BY SELLER.

3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. The Seller may surrender possession of the premises, building, improvement, or any part thereof, prior to the time that he/she has agreed to do so, and agrees to give the Buyer 10 days notice of the Seller's intention to surrender possession by calling the Buyer at 1-800-926-4368.
4. The Seller warrants that there are no tenants on the premises holding under lease, except (none).
5. This agreement shall apply to and bind the legal successors in interest of the Seller, and the Seller agrees to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by the Iowa Code section 427.2 and agrees to warrant good and sufficient title. Names and addresses of lien holders are (none).
6. The Buyer may include mortgagees, lien holders, encumbrances, and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the total lump-sum payment amount, the Buyer agrees to pay \$100.00 for the cost of adding title documents required by this transaction to the Seller's abstract of title. If requested to do so, the Seller will deliver to the Iowa Department of Transportation, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010, an abstract of title to the premises. The Buyer agrees to pay the cost of abstract continuation. The Seller agrees to provide the documents as may be required by Iowa Land Title Standards to convey merchantable title to the Buyer. The Seller also agrees to obtain court approval of this agreement, if requested by the Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. The Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, except attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed invoices.
7. The Buyer agrees that any agricultural drain tiles that are located within the premises that are damaged or require relocation by highway construction shall be repaired or relocated at no expense to the Seller. Where the Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes at no expense to the Seller. The Buyer has the right of entry upon the Seller's remaining property along the right-of-way line, if necessary, for the purpose of connecting the drain tile, and constructing and maintaining the fence. The Seller may pasture against the fence at his/her own risk. The Buyer will not be liable for fencing private property or maintaining it to restrain livestock.
8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, the Buyer will pay any remaining proceeds to the survivor of that joint tenancy, and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
9. These premises are being acquired for public purposes. This transfer is exempt from the requirements for the filing of a "Declaration of Value" in accordance with Iowa Code section 428A.1.
10. The premises also includes all estates, rights, title, and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. The Seller consents to any change of grade of the highway and accepts payment under this agreement for any and all damages arising from those changes. The Seller acknowledges full settlement and payment from the Buyer for all claims per the terms of this agreement, and discharges the Buyer from liability because of this agreement and the construction of the public improvement project.
11. The Seller states and warrants that, to the best of the Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance or underground storage tank on the premises, except

Seller's signature and claimant's certification: Upon due approval and execution by the Buyer, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

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

X _____
 Seller's Signature

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

<p>Seller's Acknowledgement</p> <p>STATE OF _____ } COUNTY OF _____ } ss:</p> <p>On this _____ day of _____, A.D. _____, before me, the undersigned, a notary public in and for said state, personally appeared _____, <input type="checkbox"/> to me personally known; or <input type="checkbox"/> 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.</p> <p>_____ (Sign in ink) _____ (Print/type name)</p> <p>Notary Public in and for the State of _____ My commission expires _____</p> <p>(NOTARIAL SEAL)</p>	<p>Capacity Claimed by Signer</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Title(s) of Corporate Officer(s): _____ _____</p> <p><input type="checkbox"/> Corporate seal is affixed <input type="checkbox"/> No corporate seal procured <input type="checkbox"/> Limited partnership <input type="checkbox"/> General partnership <input type="checkbox"/> Attorney-in-fact <input type="checkbox"/> Executor(s) or trustee(s) <input type="checkbox"/> Guardian(s) or conservator(s) <input type="checkbox"/> Other: _____</p> <p>Signer is representing List name(s) of entity(ies) or person(s) _____ _____</p>
--	---

Buyer's Approval

Recommended by: Project Agent (Date)

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

Buyer's Acknowledgement

STATE OF IOWA }
 COUNTY OF STORY } ss:

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

(NOTARIAL SEAL)

Notary Public in and for the State of Iowa



Iowa Department of Transportation

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

Phone: 515-239-1754
Toll-Free Phone: 866-282-5809
Fax: 515-239-1247
E-mail:
Web site: iowadot.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



Iowa Department of Transportation

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 <input type="checkbox"/> | Business <input type="checkbox"/> | Farm <input type="checkbox"/> | Non-Profit <input type="checkbox"/> |
| Owner <input type="checkbox"/> | Tenant <input type="checkbox"/> | Personal Contact <input type="checkbox"/> | Phone Contact <input type="checkbox"/> |

Person(s) Present: _____

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

Discussion (and Agent recommendations)

Signed: _____ Date: _____



Iowa Department of Transportation

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



Iowa Department of Transportation
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's approval and witness to signature(s)

Witness	Date	Seller(s)	Date
_____		_____	
_____		_____	
_____		_____	
_____		_____	

Buyer's approval

, Relocation Supervisor Date



Iowa Department of Transportation

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
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



Iowa Department of Transportation

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

Ph.: 515-239-1135
Toll-Free: 866-282-5809
FAX: 515-239-1247
www.iowadot.gov

TEMPORARY EASEMENT PURCHASE AGREEMENT

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

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

1. Seller grants to the Buyer a temporary easement upon Seller's real estate, hereinafter referred to as the premises, situated in parts of the following _____, in the county of _____. State of Iowa, and more particularly described on page _____, for the purpose of _____ and shown on the project plans for said highway improvement. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon, and the following buildings, improvement and other property: All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein

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

2. Possession of the premises is the essence of this agreement and the Seller grants immediate possession of the premises.
3. The Buyer agrees to pay to the Seller the total lump-sum payment amount of \$_____ on or before _____. The Buyer may include mortgagees, lien holders, encumbrances, and taxing authorities as payees on agreement payment warrants.
4. The Seller warrants that there are no tenants on the premises holding under lease, except _____.
5. It is agreed that the right of temporary easement granted by this agreement shall terminate upon the completion of the highway project.

6. If this agreement is recorded, in addition to the total lump-sum payment amount, the Buyer agrees to pay \$100.00 for the cost of adding title documents required by this transaction to the Seller's abstract of title. The Seller agrees to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. The Buyer agrees to pay court approval and all other costs necessary to transfer the premises to the Buyer, with the exception of attorney fees. Claims for transfer costs shall be paid in amounts supported by paid receipts or signed invoices.
7. Buyer agrees that any agricultural drain tiles located within the premises that are damaged or require relocation by highway construction, shall be repaired or relocated at no expense to the Seller. Where the Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access-control purposes only at no expense to the Seller. The Buyer shall have the right of entry upon the Seller's remaining property along the right-of-way line, if necessary, for the purpose of connecting the drain tile and constructing and maintaining the fence. The Seller may pasture against the fence at his/her own risk. The Buyer will not be liable for fencing private property or maintaining the same to restrain livestock.
8. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.
9. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
10. Seller states and warrants that, to the best Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except _____.

Seller's signature and claimant's certification: Upon due approval and execution by the Buyer, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

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

X _____
 Seller's Signature

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

<p>Seller's Acknowledgement</p> <p>STATE OF _____ } COUNTY OF _____ } ss:</p> <p>On this _____ day of _____, A.D. _____, before me, the undersigned, a notary public in and for said state, personally appeared _____, <input type="checkbox"/> to me personally known; or <input type="checkbox"/> 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.</p> <p>_____(Sign in ink) _____(Print/type name)</p> <p>Notary Public in and for the State of _____ My commission expires _____</p> <p>(NOTARIAL SEAL)</p>	<p>Capacity Claimed by Signer</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Title(s) of Corporate Officer(s): _____ _____</p> <p><input type="checkbox"/> Corporate seal is affixed <input type="checkbox"/> No corporate seal procured <input type="checkbox"/> Limited partnership <input type="checkbox"/> General partnership <input type="checkbox"/> Attorney-in-fact <input type="checkbox"/> Executor(s) or trustee(s) <input type="checkbox"/> Guardian(s) or conservator(s) <input type="checkbox"/> Other: _____</p> <p>Signer is representing List name(s) of entity(ies) or person(s) _____ _____</p>
--	---

Buyer's Approval

Recommended by: Project Agent _____ (Date)

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

Buyer's Acknowledgement

STATE OF IOWA }
 COUNTY OF STORY } ss:

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

(NOTARIAL SEAL)

Notary Public in and for the State of Iowa



Iowa Department of Transportation
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 Department of Transportation

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

Ph.: 515-239-1135
Toll-Free: 866-282-5809
FAX: 515-239-1247
www.iowadot.gov

TENANT PURCHASE AGREEMENT

Parcel Number: _____ County: _____

Project Number: _____ Route Number: _____

Seller: _____

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

- 1a. BUYER AGREES to buy and SELLER HEREBY CONVEYS Seller's leasehold interest in the following real estate, hereinafter referred to as the premises, situated in parts of the following:
 _____ in the County of _____, State of Iowa, and more particularly described on Page _____, including the following buildings, improvements and other property:
All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein
- 1b. SELLER ALSO AGREES to convey to Buyer as follows all leasehold interest in all rights of direct access from the premises to Highway _____:

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

- 1c. SELLER ALSO GRANTS to Buyer a temporary easement as shown on Right of Way Design Plot Plan attached as Page _____, for the purpose of _____, and as shown on the project plans for said highway improvement. Said Temporary Easement(s) shall terminate upon completion of this highway project.
- 1d. The premises also includes all estates, rights, title and interests and any leasehold, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising there from. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of: _____

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

3. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which the party has agreed to do in item #2 and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer collect.
4. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title.
5. Buyer agrees that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to Seller. Buyer shall have the right of entry upon Seller's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property or maintaining the same to restrain livestock.
6. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
7. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except ____.

Seller's signature and claimant's certification: Upon due approval and execution by the Buyer, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

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

X _____
 Seller's Signature

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

<p>Seller's Acknowledgement</p> <p>STATE OF _____ } COUNTY OF _____ } ss:</p> <p>On this _____ day of _____, A.D. _____, before me, the undersigned, a notary public in and for said state, personally appeared _____, <input type="checkbox"/> to me personally known; or <input type="checkbox"/> 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.</p> <p>_____ (Sign in ink) _____ (Print/type name)</p> <p>Notary Public in and for the State of _____ My commission expires _____</p> <p>(NOTARIAL SEAL)</p>	<p>Capacity Claimed by Signer</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Title(s) of Corporate Officer(s): _____ _____</p> <p><input type="checkbox"/> Corporate seal is affixed <input type="checkbox"/> No corporate seal procured <input type="checkbox"/> Limited partnership <input type="checkbox"/> General partnership <input type="checkbox"/> Attorney-in-fact <input type="checkbox"/> Executor(s) or trustee(s) <input type="checkbox"/> Guardian(s) or conservator(s) <input type="checkbox"/> Other: _____</p> <p>Signer is representing List name(s) of entity(ies) or person(s) _____ _____</p>
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Buyer's Approval

Recommended by: Project Agent _____ (Date)

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

Buyer's Acknowledgement
 STATE OF IOWA }
 COUNTY OF STORY } ss:

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

(NOTARIAL SEAL) **Notary Public in and for the State of Iowa**



Iowa Department of Transportation

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
E-mail: @dot.iowa.gov
Web site: iowadot.gov

DATE _____

COUNTY _____

PROJECT _____

PARCEL _____

TENANT/LESSEE 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 just compensation for your tenant/lessee interest in the subject property.

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

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

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

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

, Acquisition Agent



Iowa Department of Transportation

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

Ph.: 515-239-1135
Toll-Free: 866-282-5809
FAX: 515-239-1247
www.iowadot.gov

TOTAL PURCHASE AGREEMENT

Parcel Number: _____ County: _____

Project Number: _____ Route Number: _____

Seller: _____

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

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

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

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

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

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

Payment Amount	Agreed Performance	Date of Performance
\$ _____	On conveyance of title	_____
\$ _____	On surrender of possession	_____
\$ _____	On possession and conveyance	_____
\$ 0.00	Total Lump-Sum Amount	_____

Breakdown

Land by fee title _____ ACRE/SQ.Ft.
Underlying fee title _____ ACRE/SQ.Ft.

4. The Seller warrants that there are no tenants on the premises holding under lease, except,
DISTRIBUTION: TWO COPIES RETURNED TO BUYER (IOWA DOT). ONE COPY RETAINED BY SELLER.

(none).

5. This agreement shall apply to and bind the legal successors in interest of the Seller. The Seller agrees to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by the Iowa Code section 427.2, and agrees to warrant good and sufficient title. Names and addresses of lien holders are
(none).
6. The Buyer may include mortgagees, lien holders, encumbrances, and taxing authorities as payees on warrants issued in payment of this agreement. The Seller will deliver to the Iowa Department of Transportation, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010, an abstract of title to the premises. The Buyer agrees to pay the cost of abstract continuation. The Seller agrees to provide the documents as may be required by Iowa Land Title Standards to convey merchantable title to the Buyer. The Seller also agrees to obtain court approval of this agreement, if requested by the Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. The Buyer agrees to pay court approval and all other costs necessary to transfer the premises to the Buyer, except attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed invoices.
7. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, the Buyer will pay any remaining proceeds to the survivor of that joint tenancy, and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
8. These premises are being acquired for public purposes. This transfer is exempt from the requirements for the filing of a "Declaration of Value" in accordance with Iowa Code section 428A.1.
9. This written agreement constitutes the entire agreement between the Buyer and Seller. There is no agreement to do or not do any act or deed, except as specifically provided for herein.
10. The Seller states and warrants that, to the best of the Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance or underground storage tank on the premises, except.

Seller's signature and claimant's certification: Upon due approval and execution by the Buyer, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

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

X _____
 Seller's Signature

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<p>Seller's Acknowledgement</p> <p>STATE OF _____ } COUNTY OF _____ } ss:</p> <p>On this ____ day of _____, A.D. _____, before me, the undersigned, a notary public in and for said state, personally appeared _____, to me personally known; or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>_____ (Sign in ink) _____ (Print/type name)</p> <p>Notary Public in and for the State of _____ My commission expires _____</p> <p>(NOTARIAL SEAL)</p>	<p>Capacity Claimed by Signer</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Title(s) of Corporate Officer(s): _____</p> <p><input type="checkbox"/> Corporate seal is affixed <input type="checkbox"/> No corporate seal procured <input type="checkbox"/> Limited partnership <input type="checkbox"/> General partnership <input type="checkbox"/> Attorney-in-fact <input type="checkbox"/> Executor(s) or trustee(s) <input type="checkbox"/> Guardian(s) or conservator(s) Other: _____</p> <p>Signer is representing List name(s) of entity(ies) or person(s) _____ _____</p>
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Buyer's Approval

Recommended by: Project Agent _____ (Date)

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

Buyer's Acknowledgement

STATE OF IOWA }
 COUNTY OF STORY } ss:

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

(NOTARIAL SEAL)

Notary Public in and for the State of Iowa