



Iowa Department of Transportation

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 "Relocates" or "Sellers".

Relocates 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 Relocates' 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 Relocates 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) Relocates 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 Relocates pay less than \$_____ for their replacement dwelling, the full amount of the replacement housing payment shall be returned to the Agency by Relocates.

Signature Date

Signature Date

Signature Date

Signature Date