

6. This contract 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 Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: NONE

7. Buyer may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as contract payment. In addition to the Total Lump Sum, Buyer agrees to pay \$ 50.00 for the cost of adding title documents required by this transaction to Seller's abstract of title. If requested to do so, SELLER WILL furnish and deliver to Iowa Department of Transportation, Office of Right of Way, Ames, Iowa 50010 an abstract of title continued to date showing merchantable title to the premises in Seller. Buyer agrees to pay the cost of abstract continuation and to return the abstract to Seller. SELLER AGREES to obtain court approval of this contract, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

8. Buyer agrees that any drain tile which are located within the premises and are damaged by highway construction shall be repaired 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 the Seller. Buyer shall have the right of entry upon Seller's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property or maintaining the same to restrain livestock.

9. If 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 contract, 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.

10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by Section 428A.1 of the Code of Iowa.

11. 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 contract as required by Section 472.52 of the Code of Iowa.

12. 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.

13. Seller states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: NONE

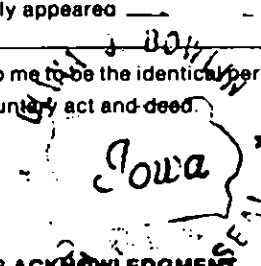
14. Buyer agrees to construct a Type "B" entrance at Sta. 164+67 and a Joint Type "C" entrance at Sta. 185+15+PL, both South side.
All entrances not allowed in this contract will be eliminated.

ABBREVIATION: +PL means plus or minus property line

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this _____ day of _____, 19____, before me, the undersigned, personally appeared _____

known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



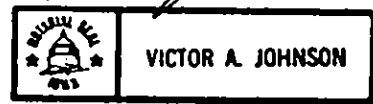
Notary Public in and for the State of Iowa

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 30th day of June, 19 92, before me, the undersigned, personally appeared Bill McGuire, known to me to be a Right of Way Director of the

Buyer and who did say that said instrument was signed on behalf of the Buyer by its authority duly recorded in its minutes, and the said Right of Way Director acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the Buyer and by it voluntarily executed.

Victor A. Johnson
Notary Public in and for the State of Iowa



BUYER'S APPROVAL

Recommended by *James J. Miller* Project Agent June 15, 1992 (Date)

Approved By *Bill McGuire* Right of Way Director JUN 30 1992 (Date)

BILL MCGUIRE

Page 2A.

Form 634032
3-90



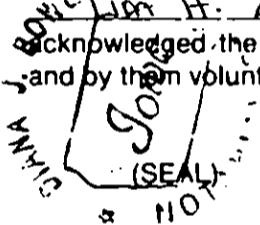
Iowa Department of Transportation

CORPORATE ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Warren, ss:

On this 2th day of May, A.D., 19 92, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jim A. Zisoff and _____, to me personally known, who, being by me duly sworn, did say that they are the Chairman of the Board and _____, respectively, of said _____.

that (no seal has been procured by) ~~(the seal affixed thereto is the seal of)~~ said corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and the said Jim A. Zisoff and _____, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Diana J Brubaker
Notary Public in and for the State of Iowa

Resolution No. _____

**CERTIFICATION OF
ELEEMOSYNARY CORPORATE RESOLUTIONS
SALE OF REAL PROPERTY AND
DELIVERY OF CONVEYANCE**

Parcel No. 26

County Madison

Project No. EN-92-4(15)--21-61

Road No. 92

I, the undersigned, Tim A Zisoff, _____,
of South Central Iowa Landfill Agency,
a corporation duly organized and existing under the laws of the State
of Iowa, DO HEREBY CERTIFY that all the real estate transfer
requirements as shown in the Articles of Incorporation and in the Bylaws of
this corporation are as set forth on the reverse side hereof (or attached),
and further that all said corporate real estate transfer requirements of this
corporation have been met, and further, that the following is a true and exact
transcript of certain resolutions duly adopted by South Central
Iowa Landfill Agency and which resolutions are now
in full force and effect:

RESOLVED, that this corporation is hereby authorized to sell, grant and convey
to the State of Iowa for the purchase price of \$ 100.00 and other
certain benefits, terms, and conditions as set forth in the contract signed
by Tim A. Zisoff and _____, dated May 27, 1992, relating
to Madison County, Project No. EN-92-4(15)--21-61, Parcel No. 26, that
certain real property located in the County of Madison and State of
Iowa, as more particularly described in the contract pages 3, 4, and 5
designated Exhibit "A" attached hereto and by reference made a part hereof.

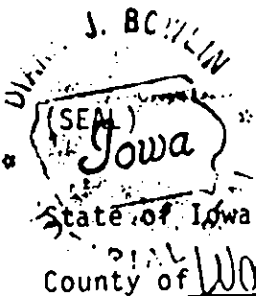
RESOLVED FURTHER, that Tim A Zisoff and _____
have been empowered and directed to execute and acknowledge in the name of
this corporation, the Contract and any other instruments of
title required by law or which may, in the judgment of such officers, be
necessary or desirable to effectuate the sale, grant and conveyance of the
property.

RESOLVED FURTHER, that the executed contract is here by approved and
Tim A Zisoff is hereby directed to deliver this contract to the
Department of Transportation Closing Agent in exchange for the consideration
of \$ 100.00 and other valuable considerations hereby accepted and
approved by this corporations Board of Trustees.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of
said corporation at Madison County, State of Iowa,
this 27 day of May, 1992.

Tim A. Zisoff

(Type or Print Name of Certifying
Corporate Officer below signature)



Subscribed and sworn to before me this 27th day of May, 1992.

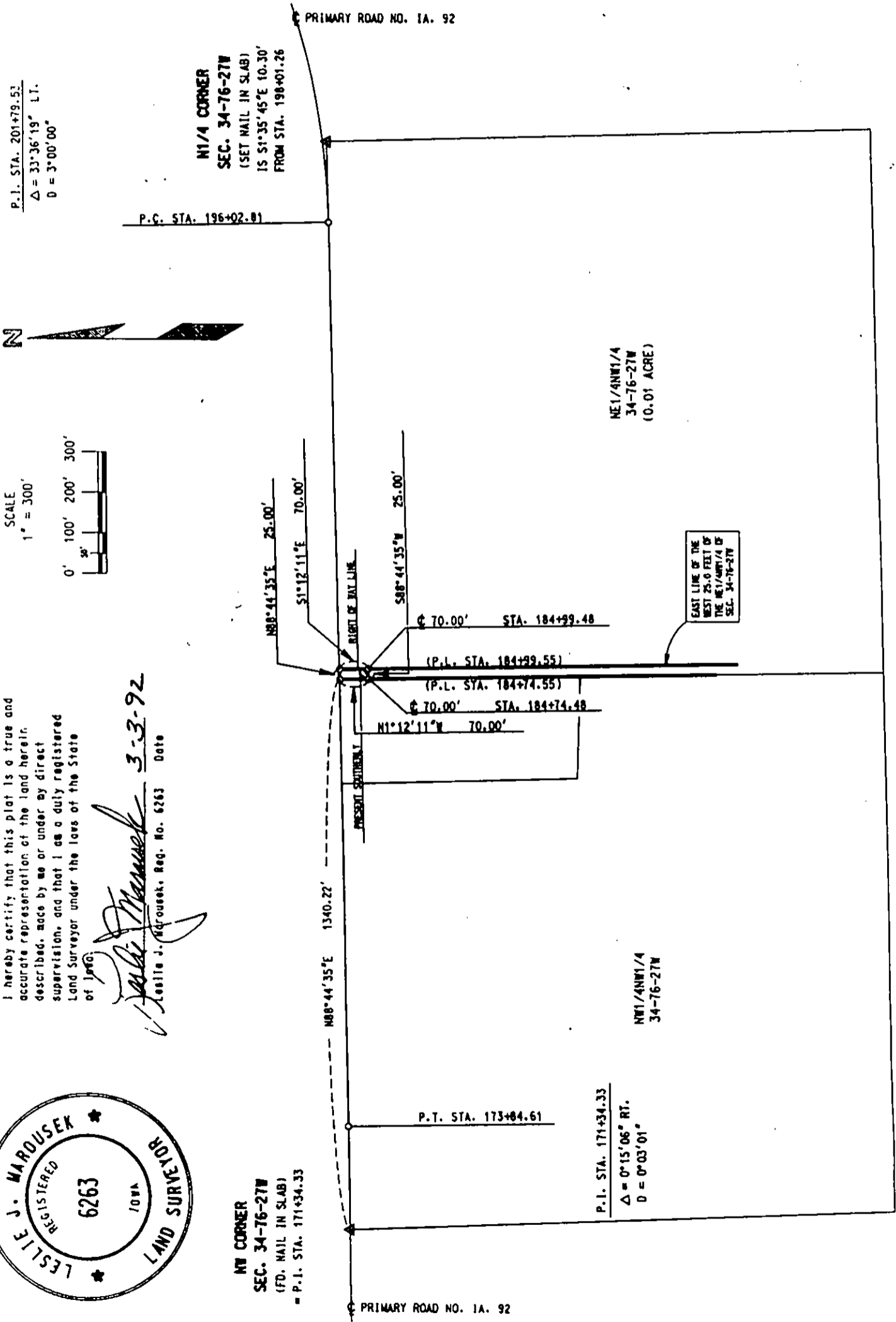
Diana J. Bouchard (Sign in Ink)
Diana J. Bouchard (Print/Type Name)
Notary Public in and for the State of Iowa



IOWA DEPARTMENT OF TRANSPORTATION

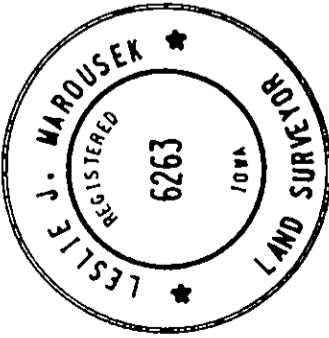
ACQUISITION PLAT 3 OF 3
EXHIBIT 'A'

COUNTY	<u>MADISON</u>	STATE CONTROL NO.	<u>61-0600</u>
PROJECT NO.	<u>FN-92-4(15)-21-61</u>	PARCEL NO.	<u>26</u>
SECTION	<u>34</u>	TOWNSHIP	<u>76N</u>
		RANGE	<u>27W</u>
ROW-FEE		AC, EASE	<u>0.01</u>
ACQUIRED FROM		AC, EXCESS - FEE	<u>AC</u>



I hereby certify that this plat is a true and accurate representation of the land herein described, made by me or under my direct supervision, and that I am a duly registered Land Surveyor under the laws of the State of Iowa.

Leslie J. Marousek
 Leslie J. Marousek, Reg. No. 6263 Date 3-3-92



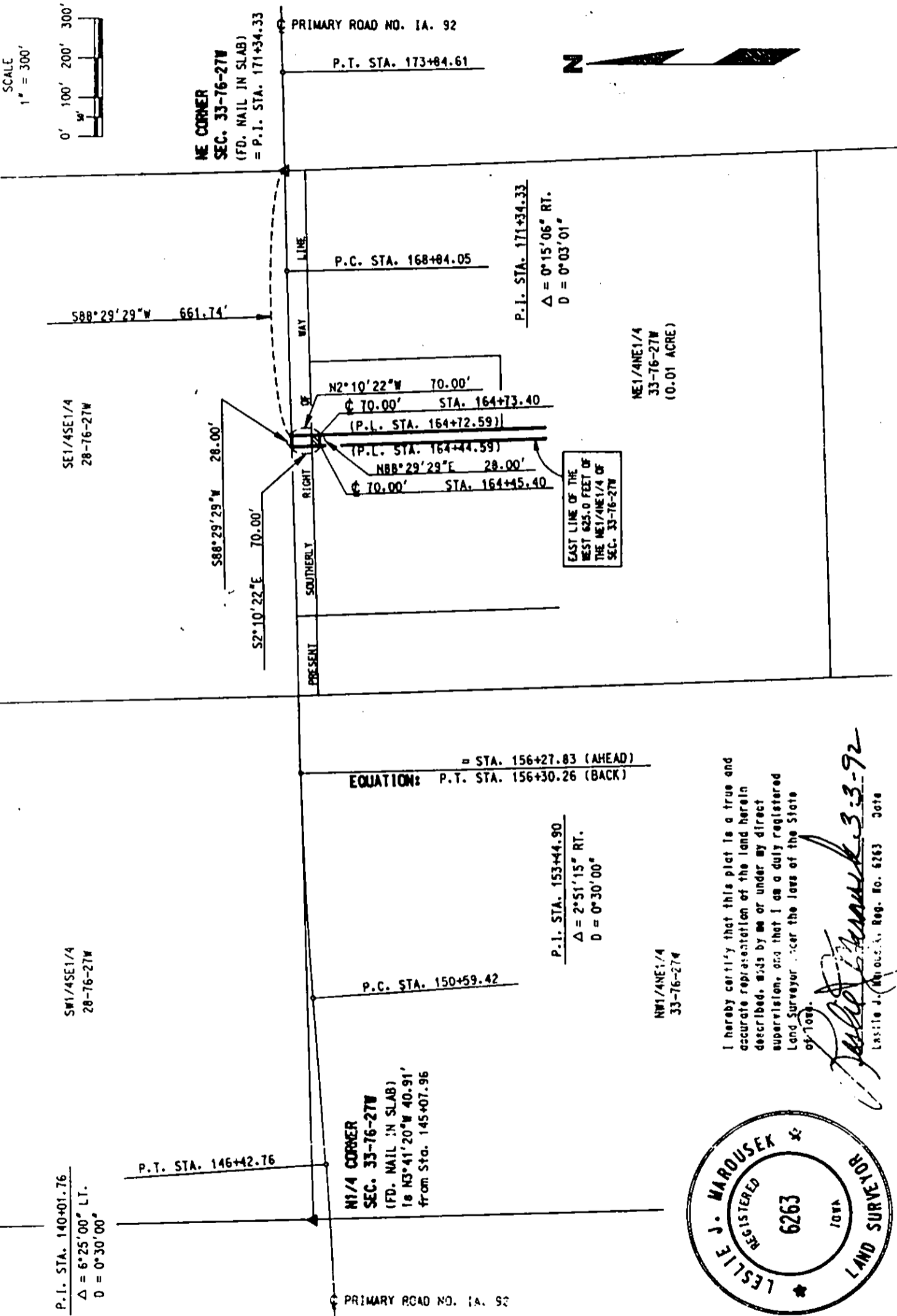
DEED RECORD 130
IOWA DEPARTMENT OF TRANSPORTATION

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ACQUISITION PLAT OF
EXHIBIT 'A'

COUNTY MADISON STATE CONTROL NO. 61-0600
PROJECT NO. FN-92-4(15)-21-61 PARCEL NO. 26
SECTION 33 TOWNSHIP 76N RANGE 27W
ROW-FEE _____ AC. EASE 0.01 AC. EXCESS - FEE _____ AC.
ACQUIRED FROM _____



I hereby certify that this plat is a true and accurate representation of the land herein described, made by me or under my direct supervision, and that I am a duly registered Land Surveyor under the laws of the State of Iowa.

Leslie J. Marousek 3-3-92
Leslie J. Marousek, Reg. No. 6263 Date

