



- 9. 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.
- 10. 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.
- 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.

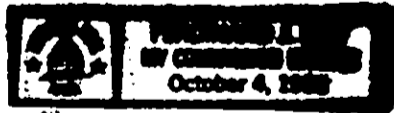
- 13. Buyer agrees to construct a Type "C" entrance at Sta. 606+15, North side.
- 14. Seller states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks of the premises described and sought herein, except: NONE
- 15. Buyer agrees to close existing entrance at Sta. 605+70, North side.

ABBREVIATION: +PL means plus or minus property line

**SELLER'S ACKNOWLEDGMENT**

STATE OF IOWA: ss On this 11 day of August, 1992, before me, the undersigned, personally appeared Josette Theresa Carroll

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.



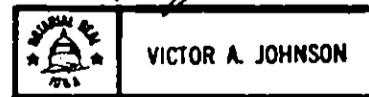
[Signature]  
Notary Public in and for the State of Iowa

**BUYER'S ACKNOWLEDGMENT**

STATE OF IOWA: ss On this 13th day of October, 1992, 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.

[Signature]  
Notary Public in and for the State of Iowa



**BUYER'S APPROVAL**

Jack Borgmeyer 8-12-92  
Recommended by: Project Agent (Date)

Bill McGuire OCT 13 1992  
Approved By: Right of Way Director (Date)  
BILL MCGUIRE