OVERVIEW AND BID INSTRUCTIONS

1. Iowa State University (“ISU”) is soliciting bids for the purchase of property from ISU. The property, which is a tract of woodland located in Story County adjacent to the city limits of Ames, Iowa and known locally as MacDonald Woods, is described in Schedule A.

2. For questions regarding this bid solicitation, contact Mark Ludwig at mludwig@iastate.edu or 515-294-7300. Individuals interested in bidding on the property may contact Mr. Ludwig to schedule a time to view the property or may attend a general viewing session on Tuesday, April 30, 2019 at 10:00 a.m.

3. Individuals interested in bidding on the property must complete the attached Bid Form and submit it to ISU by no later than 3:00 p.m. on May 15, 2019. ISU will not accept bids received after 3:00 p.m. on May 15, 2019. Bidders must submit the Bid Form in one of the following ways:
   - By email – send email to mludwig@iastate.edu with Subject: BID-2019 MacDonald Woods
   - By paper – submit in envelope clearly marked BID-2019 MacDonald Woods addressed to Mark Ludwig, Iowa State University, 925 Airport Road, Ames, IA 50010-8217
   - By fax – send fax to 515-294-6394, Attn: Mark Ludwig - BID-2019 MacDonald Woods

Bidders are responsible for any costs they incur in the preparation and submission of the Bid Form, including any inspection of the property. ISU has no responsibility for such costs or expenses even if ISU should elect not to sell the property.

4. Prior to the designated date and time for submission of Bid Forms, a bidder may withdraw its Bid Form by submitting notice to mludwig@iastate.edu. The notice must be received prior to the designated date and time for submission of Bid Forms. A bidder may not withdraw its Bid Form for 90 calendar days after the designated date for submission of Bid Forms.

5. All bids will remain open for acceptance or rejection by ISU for a period of 90 calendar days after the designated date for submission of Bid Forms. After the 90 calendar days have elapsed, any bidder not having received notice of selection may consider its bid rejected.

6. All submitted Bid Forms that are not withdrawn prior to the designated date and time for submission of Bid Forms become the property of ISU.

7. This bid solicitation does not commit ISU to sell the property. A minimum reserve has been established. ISU reserves the right to accept or to reject any or all bids, to waive irregularities or technicalities in any bid and to accept any bid which ISU deems to be in its best interest.

8. If ISU elects to sell the property, ISU will enter into negotiations with the selected bidder to reach a mutually satisfactory Real Estate Purchase and Sale Agreement that will be based on the template in Schedule B. The sale of the property is conditioned upon receiving approval from the Board of Regents – State of Iowa and the issuance of a State Land Patent by the Governor for the State of Iowa.

9. The laws of the State of Iowa prohibit a person who is seeking to enter into a contract with ISU from, directly or indirectly, offering or making a gift to an ISU employee. See Iowa Code §68B.22 for additional information.
<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property posted for sale on the ISU Surplus website</td>
<td>April 15, 2019</td>
</tr>
<tr>
<td>Property Viewing Session</td>
<td>April 30, 2019 at 10:00 a.m.</td>
</tr>
<tr>
<td><strong>Bids Forms Due</strong></td>
<td><strong>May 15, 2019 at 3:00 p.m.</strong></td>
</tr>
<tr>
<td>Complete Evaluation of Bid Responses</td>
<td>May 24, 2019</td>
</tr>
<tr>
<td>Complete Negotiation of Real Estate Sale and Purchase Agreement with selected bidder</td>
<td>June 15, 2019</td>
</tr>
<tr>
<td>Board of Regents meeting #1</td>
<td>August 1, 2019</td>
</tr>
<tr>
<td>Board of Regents meeting #2</td>
<td>September 19, 2019</td>
</tr>
<tr>
<td>Transaction completed, Land Patent issued</td>
<td></td>
</tr>
</tbody>
</table>
BID FORM

The undersigned bidder hereby submits the following bid for the purchase of land owned by Iowa State University and referred to as MacDonald Woods:

PRINT BID AMOUNT: ____________________________ (dollars) ______________________ (cents)

Bidder’s Name ____________________________________________
(Please Print)

Contact Name (if bidder is not individual) ______________________
(Please Print)

Address ________________________________________________

City, State and Zip _______________________________________

Phone Number (______) ______________________________________

Email address _____________________________________________

Bidder’s Signature ____________________________ Date __________

Note: Bid needs to be signed and submitted on this form. Unsigned bids may be rejected.
**SCHEDULE A**  
**PROPERTY DESCRIPTION**  
See attached note regarding discrepancies in the descriptions of the property’s boundaries

**Parcel ID Number:**  
Story County Parcel ID number 05-36-300-265.

**Detailed Legal Description:**  
Lot two (2) in West one-half (W1/2) of the East one-half (W1/2) of the Southwest quarter (SW1/4) of Section 36, Township 84 North, Range 24 West of the 5th PM. That portion of the forty (40) acres owned by the grantor, described as the Southwest quarter (SW1/4) of the Southwest quarter (SW1/4) of Section 36, Township 84 North, Range 24 West of the 5th p.m. lying north and east of the Skunk River to a point where the said river makes a sharp turn to the west, and at which point a draw from the northeast enters said river. The said land conveyed consists of the wooded bluffs overlooking said river, and is bounded on the East by the Brown acreage on the south and west by the Skunk River and on the north by said draw, containing approximately three acres.

**Acres:**  
The property consists of approximately 10.6 acres.

**Frontage/Streets/Access**  
The site has frontage along Stagecoach Road, which is a gravel surfaced road with open ditches adjacent to the site. Stagecoach Road is paved approximately 700 feet south of the subject property and connects to 13th Street a city of Ames traffic artery.

**Adjacent Land Use**  
The site is primarily bounded by vacant land. A public park is located west of the site. A single family residence is located adjacent to the site, along Stagecoach Road.

**Topography and Flood Hazard Area**  
The site has level to sloping topography. The South Skunk River extends through the site. According to the flood overlay map, a portion of the site is located in a designated flood hazard area. Approximately 40% of the site is located in a designated 100-year flood hazard area. The non-flood land is located along Stagecoach Road.

**Easements and Encroachments**  
No known easements or encroachments exist on the property.

**Zoning**  
The northeast portion of the site, located along Stagecoach Road, is zoned R-1, Residential District, by Story County. The remaining portion of the site is zoned A-1, Agricultural District.

**Utilities**  
Electric and water services are in close proximity to the site. Sanitary sewer service is not available to the site.

**Soils and Ground Water**  
No soil or ground water analysis has been performed for the site.

**Improvements**  
The site is heavily treed. No buildings are located on the site.

**School District**  
The property is located in the Gilbert Community School District.
See attached note regarding discrepancies in the descriptions of the property’s boundaries

Illustrative Boundary Map:
Vicinity Map:
Property Photos:

Looking Southwest towards Subject Property

Looking NW at Subject Property along Stagecoach Road

Portion of Subject Property

Portion of Subject Property
Please Note: Title, Boundary and Legal Description Issues Affecting the Property

The attached drawing of the Property produced by the Story County Assessor evidences discrepancies between the record legal description by which ISU obtained title to the Property and the physical location of the boundaries of the Property as shown by the Assessor. The Assessor’s drawing of the Property includes land in the NW ¼ SW ¼ of Section 36-84-24, and land located south of the Skunk River in the SW ¼ SW ¼, neither of which are described in the record legal description of the Property. The use in the record legal description of the Property of physical land features (e.g., Skunk River and a draw between trees north of the river running to the Northeast) as boundary markers, the location of which has likely changed over the more than 50 years from the original conveyance, is probably part of the cause of the discrepancies between the record legal description of the Property and the Assessor’s depiction thereof.

See also the attached email communication from the County Auditor’s office to the abstracter which discusses, and by the drawing attached thereto depicts, differences which that office has with the Assessor’s drawing of the Property with regard to the location of the northwest boundary line of the Property in the SW ¼ SW ¼ and the exclusion of any land in the NW ¼ SW ¼ from the Property.

It is the intent of ISU to put the Property up for bid to find a buyer willing to acquire the Property “as is” and to resolve such title, boundary and legal description issues, or other title defects arising therefrom, to its satisfaction and at its cost after the closing of the sale transaction. This intent has been referenced also in the purchase agreement form attached, with such matters referred to therein as “Bid Form Title Issues”.

Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:
The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact the Ames Planning & Housing Department (515-239-5400) to determine which lines can be recognized for building permit or zoning purposes. If you have questions regarding the legal description or parcel measurements, please contact the Story County Auditor's office (515-382-7210).

Date created: 2/13/2019
Last Data Uploaded: 2/12/2019 11:30:15 PM
Developed by Schneider Geospatial
Hi Jerry,

I started some research in this area a little while back so I will attach some deeds that I pulled and have also attached a potential map correction that was sent to me at that time from the auditor’s office. The auditor’s office was working on correcting the map, but as far as I know they haven’t determined the exact boundaries since the neighboring descriptions don’t all work together. Please see also below an email that I received from the auditor’s office regarding the area.

There are definitely some issues with ownership in this area (see attached PDF) but we have not been able to determine where the property lines should really be. The Ames Parks Commission purchased the area encompassed by the city limit line (except the west 100’ of the NWSW) from F.H. Logsdon in 1963 (Book 95, Page 270) plus a little bit from Mark Terrones in 1973 (Book 105, Page 546). Those descriptions are very clear. The City purchased the west 100’ of the NWSW in a deed recorded in Book 102, Page 447, also from Hogsdon. Susan Kepley purchased the NWSW from the F.H. Hogson Estate (04-04348) except the west 100’ and except the south 344’. That leaves the triangle outside the city limits within the NWSW unaccounted for. We believe this piece is still owned by F.H. Hogsdon, not by the State of Iowa as our maps currently indicate.

We have not been able to determine the exact shape of the area in the NE of the SWSW (see blue triangle in attached PDF). In 1949 (Book 86, Page 209) Hogsdon purchased the SWSW except for “3.1 acres known as the Boy Scout cabin site”. There is a metes and bounds description for this area which is represented by the blue triangle but it only scales out to 2.83 acres. What the State of Iowa purchased (Book 89, Pages 28 and 49) was Lot 2 and an area north and east of the Skunk River in the SWSW to a point where the river makes a sharp bend to the west then the property line runs along a draw from the NE. This is approximately the area in the blue triangle except the triangle includes land to the SW of the river. It is entirely possible that the entire area was east of the river when the deeds were filed in 1954. As you can see from the PDF the blue triangle does not include all of the SWSW outside the city limits. That land may also still be owned by Hogsdon or it may have been the intent of the deeds to the State of Iowa to transfer the land to the state. We have not been able to make that determination.

While I found some errors in where our maps showed the property lines for parcels to the east of yours and I’ve corrected those, I have not made significant changes to the State of Iowa parcel that you are working on.

Scott Wall

Hope this helps!

Rachel Kyrola, Abstractor  
Abstract & Title Services of Story County  
212 SE 16th St.  
Ames, Iowa 50010  
P: 515-233-9495  
F: 515-233-9301
SCHEDULE B

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (the “Agreement”) is entered into as of the ___ day of ____, ____ (the “Effective Date”) by and between The Board of Regents, State of Iowa acting for and on behalf of Iowa State University of Science and Technology (“Seller”) and the ____________________ (“Buyer”).

PRELIMINARY STATEMENT

Seller is the legal owner for the use and benefit of Iowa State University of Science and Technology of real property located in Story County, Iowa including, without limitation, all improvements, easements, and licenses benefiting such real property (“the Property”), the legal description for which is set forth in Exhibit A to this Agreement. Seller desires to sell the Property to Buyer, and Buyer desires to buy the Property from Seller.

TERMS AND CONDITIONS

1. Sale and Conveyance of Property

   (a) Sale of Property. Seller shall on the Closing Date (as defined in Section 4 of this Agreement) sell to Buyer, and Buyer shall buy from Seller, the Property upon the terms and conditions set forth in this Agreement.

   (b) Purchase Price. The price for the Property is $____________, subject to adjustment for prorations, debits, and credits provided in this Agreement (“the Purchase Price”). At closing, Buyer shall pay the Purchase Price to Seller by wire transfer.

   (c) Conveyance. At closing, Seller shall obtain and deliver to Buyer a State Land Office Patent with an attached Certificate in Support of Patent Request, substantially in the form set forth in Exhibit B, conveying fee simple title to the Property, without warranty and “as is” and subject to any Bid Form Title Issues referenced below.

2. Abstract of Title

   (a) Abstract. Seller shall obtain and deliver to Buyer, at Seller’s sole cost and expense, an abstract of title to the Property for Buyer’s examination. The abstract shall become the property of Buyer at closing.

   (b) Buyer’s Objections to Title. Buyer shall have thirty days after receipt of the abstract within which to have the abstract examined and notify Seller of any conditions disclosed in the abstract that are objectionable to Buyer. Following such notice, Seller may refuse to cure any or all of such objectionable conditions by written notice to Buyer within fourteen days after receipt of Buyer’s objections and in any case Seller shall not be responsible for curing any title, boundary or legal description issues, or other defects arising therefrom referenced in Schedule A of the Bid Form executed by Buyer (the “Bid Form Title Issues”). In the event Seller shall refuse to cure such objectionable conditions other than the Bid Form Title Issues, Buyer shall have the
right to terminate this Agreement within fifteen days after receipt of written notice from Seller of its refusal to cure such objectionable conditions.

(c) **New Liens or Conditions.** So long as this Agreement is in effect, Seller shall not transfer, convey, or otherwise dispose of any right, title, or interest in the Property without the prior written consent of Buyer and shall not consent to, or allow to exist, any new lien, encumbrance, condition, reservation, easement, lease, restriction, or covenant against the Property, other than special assessments which are due but not yet delinquent and ordinances of controlling governmental authorities.

3. **Inspections; “As Is Purchase.”**

(a) **Inspection Period.** Buyer shall have thirty days after the Effective Date to inspect the Property (the “Inspection Period”). During the Inspection Period, Buyer may complete engineering and environmental tests, perform soil tests, and conduct such other surveys, inspections, investigations, and studies (collectively, the “Tests”) Buyer requires to determine that the Property is suitable for Buyer’s intended use, all at Buyer’s exclusive cost and expense. For purposes of such Tests, Buyer shall have the right of access to the Property for itself and its employees, agents, and contractors, provided that Buyer agrees to restore the Property to the condition that existed prior to its entry upon the Property. Buyer shall have the further right to make such inquiries of governmental agencies, utility companies, and other third parties and to conduct such feasibility studies and analyses as it considers appropriate. Buyer agrees to indemnify, defend and hold Seller harmless from all claims, costs, expenses or damages, including reasonable attorney’s fees for damages or personal injury resulting from such inspection activities.

(b) **Termination for Unsuitability.** If Buyer, in Buyer’s sole discretion, determines the Property is unsuitable, Buyer may terminate this Agreement by giving written notice to Seller within the Inspection Period.

(c) Should Buyer not terminate this Agreement during the Inspection Period and proceed to close this transaction, Buyer shall be acquiring the Property “as is” and “with all faults,” including without limitation the Bid Form Title Issues.

4. **Closing**

(a) **Closing Date.** Closing of the sale and exchange contemplated by this Agreement shall occur as soon as possible after the _____________ meeting of the Board of Regents on a date mutually agreeable to the parties (“Closing Date”). Possession of the Property shall be delivered to Buyer at Closing. Closing shall not be delayed by or otherwise subject to the curing by Buyer of the Bid Form Title Issues. Closing shall take place at a location that is mutually agreeable to the parties.

(b) **Closing Costs and Apportionments.**

(i) **Real Estate Taxes.** The Property is exempt from liability for real estate taxes because it is owned by a governmental entity. At Closing there will be no credit given by Seller to Buyer for future real estate taxes.

(ii) **Special Assessments.** Seller shall pay all special assessments that are levied or assessed and payable prior to the Closing Date. All subsequent special assessments shall be paid by Buyer.
(iii) **Closing Costs.** Closing and other costs shall be paid as follows:

By Seller:
- a. The abstract of title;
- b. Expenses of addressing title issues other than Bid Form Title Issues, agreed to be addressed by Seller;
- c. Preparation of the State Land Office Patent;
- d. All special assessments as set forth above;
- e. Seller’s attorneys’ fees;
- f. All other costs required to be paid by Seller as set forth in this Agreement.

By Buyer:
- a. Recording fees;
- b. Any survey desired by Buyer;
- c. Inspections conducted by Buyer;
- d. Buyer’s attorneys’ fees; and
- e. All other costs required to be paid by Buyer as set forth in this Agreement.
- f. Expenses of curing the Bid Form Title Issues, whether expended before or after Closing.

5. **Conditions Precedent**

   (a) **Buyer’s Conditions Precedent.** Buyer’s obligation to close is expressly conditioned upon each of the following:

   (i) The abstract of title provided by Seller showing marketable title consistent with Section 2;

   (ii) Buyer satisfying itself with respect to all Tests;

   (iii) Seller conveying the Property to Buyer by a State Patent as is appropriate for conveying fee simple marketable title to the Property, without warranty and “as is”; and

   (iv) Seller’s warranties and representations contained in Section 6 being true and correct as of the Closing Date.

   If all of the above conditions have not been satisfied or waived by Buyer as of the Closing Date, this Agreement shall terminate as of the Closing Date.

   (b) **Seller’s Conditions Precedent.** Seller’s obligations under this Agreement are conditioned upon each of the following:

   (i) Buyer’s delivery to Seller of all payments required under this Agreement; and

   (ii) Execution of the State Land Office Patent by the Governor of the State of Iowa.
6. **Representations and Warranties**

(a) **Representations and Warranties of Seller.** By acceptance of this Agreement, Seller represents and warrants to Buyer both as of the date of this Agreement and as of Closing Date that to the best of Seller’s knowledge the following:

(i) Seller has full right and authority to enter into and fully perform its obligations under this Agreement and all agreements to be executed by it in relation to this Agreement.

(ii) The Property is not subject to any purchase contracts, options, rights of first refusal, leases, subleases, licenses, tenancies, or other agreements of any kind or nature, written or oral, of which Seller is aware, by which anyone could claim or assert any right, title or interest in the Property or any portion of the Property.

(iii) No action in condemnation, eminent domain, or public taking proceedings is pending against the Property.

(iv) No ordinance or hearing is before any local government body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property.

(v) There are no notices, orders, suits, judgments, or other proceedings relating to fire, building, zoning, air pollution, or health violations with regard to the Property that have not been corrected.

(vi) No known wells, solid waste disposal sites, hazardous wastes, aboveground and underground storage tanks, or private burial sites exist upon, in, or under the Property.

Buyer may, but is not required to, waive any of the foregoing conditions by delivering a written waiver of condition(s) to Seller.

The representations and warranties set forth in this Section 6 shall be continuing and shall be true and correct on and as of the Closing Date with the same force and effect as if made at that time. Such representations and warranties shall be deemed to have been reaffirmed and restated by Seller as of the Closing Date unless expressly disclosed otherwise in writing at any time and from time to time prior to closing (each a “Disclosure” and collectively, the “Disclosures”). Any Disclosure made to Buyer subsequent to the Inspection Period that could be reasonably determined to adversely impact Buyer’s decision to buy, shall create an option to terminate by Buyer by delivering notice of such by 5:00 p.m. Central Standard Time within five (5) business days after the date of the Disclosure.

(b) **Representations and Warranties of Buyer.** Buyer represents and warrants to Seller, both as of the date of this Agreement and as of the Closing Date, the following:

(i) Buyer has full right and authority to enter into and fully perform its obligations under this Agreement and any agreements and instruments to be executed by it.

(ii) Neither the execution nor delivery of this Agreement by Buyer nor the fulfillment of or compliance with the terms and provisions of this Agreement will result in a breach or constitute a default under applicable law or any agreement, indenture, or instrument to which Buyer is a party or by which it is bound.
(iii) All parties required to approve the purchase of the Property by Buyer have given such approval and Buyer has adequate funds to purchase the Property.

(c) **Representation and Warranty Concerning Broker Fees.** Each party represents and warrants to the other party that it has not dealt with any broker in connection with this transaction.

7. **Miscellaneous**

(a) **Notices.** All notices and demands given or required to be given by any party to this Agreement to any other party shall be deemed to have been properly given if and when delivered in person or by recognized overnight courier service (with verification of receipt), addressed as follows (or sent to such other address as any party shall specify in writing to the other party pursuant to the provisions of this Section):

SELLER: Executive Director  
Board of Regents, State of Iowa  
11260 Aurora Avenue  
Urbandale, Iowa 50322

With copy to: Senior Vice President for Operations and Finance  
Iowa State University  
1350 Beardshear Hall  
Ames, Iowa 50011

and

University Counsel  
Iowa State University  
3550 Beardshear Hall  
Ames, Iowa 50011

BUYER:

(b) **Survival.** The terms of this Agreement shall remain in full force and effect and survive the closing and shall be binding on the parties and their heirs, successors, personal representatives, and assigns.

(c) **Interpretation.** All provisions in this Agreement shall be construed in all cases as a whole according to its fair meaning, neither strictly for nor against either Buyer or Seller and without regard for the identity of the party initially preparing this Agreement. Titles and captions are inserted for convenience only and shall not define, limit, or construe in any way the scope or intent of this Agreement.

(d) **Governing Law.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Iowa but without regard to provisions
thereof relating to conflicts of law. Buyer and Seller agree to submit to the jurisdiction of any
court of competent jurisdiction in the State of Iowa.

(e) **No Waiver.** A waiver by either party of a breach of any of the covenants,
conditions, or agreements to be performed by the other party shall not be construed as a waiver of
any succeeding breach of the same or other covenants, conditions, or agreements. Any alteration,
change, or modification of or to this Agreement, in order to become effective, must be made in
writing and in each instance signed on behalf of each party to be charged.

(f) **Time of Essence.** Time is of the essence of this Agreement.

(g) **Merger of Prior Agreements.** This Agreement contains the entire
understanding between the parties relating to the transaction contemplated by this Agreement. All
prior or contemporaneous agreements, understandings, representations, and statements, whether
direct or indirect, oral or written, are merged into and superseded by this Agreement, and shall be
of no further force or effect.

(h) **Assignment.** This Agreement may not be assigned by any party without the prior
written consent of the other party.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the date and year
set forth below:

**Board of Regents, State of Iowa**

By: _____________________________  By: _________________________

   Executive Director

**Iowa State University of Science and Technology**

By: ______________________________

   Senior Vice President for Operations and Finance
EXHIBIT A

Legal Description of Property

Lot two (2) in West one-half (W1/2) of the East one-half (W1/2) of the Southwest quarter (SW1/4) of Section 36, Township 84 North, Range 24 West of the 5th PM.
That portion of the forty (40) acres owned by the grantor, described as the Southwest quarter (SW1/4) of the Southwest quarter (SW1/4) of Section 36, Township 84 North, Range 24 West of the 5th p.m. lying north and east of the Skunk River to a point where the said river makes a sharp turn to the west, and at which point a draw from the northeast enters said river. The said land conveyed consists of the wooded bluffs overlooking said river, and is bounded on the East by the Brown acreage on the south and west by the Skunk River and on the north by said draw, containing approximately three acres.
State of Iowa

OFFICE OF

THE SECRETARY OF STATE

STATE LAND OFFICE

The STATE OF IOWA hereby conveys to ________________, without warranty and “as is”, real estate in Story County, Iowa, described as:

Lot two (2) in West one-half (W1/2) of the East one-half (W1/2) of the Southwest quarter (SW1/4) of Section 36, Township 84 North, Range 24 West of the 5th PM.

That portion of the forty (40) acres owned by the grantor, described as the Southwest quarter (SW1/4) of the Southwest quarter (SW1/4) of Section 36, Township 84 North, Range 24 West of the 5th p.m. lying north and east of the Skunk River to a point where the said river makes a sharp turn to the west, and at which point a draw from the northeast enters said river. The said land conveyed consists of the wooded bluffs overlooking said river, and is bounded on the East by the Brown acreage on the south and west by the Skunk River and on the north by said draw, containing approximately three acres.

AUTHORITY/CONSIDERATION: Authority and consideration for issuance of this patent are stated in the certificate of ________________, Executive Director of the Board of Regents, State of Iowa, a copy of which is attached to this Patent as Exhibit A and filed with the State Land Office as provided in Iowa Code section 9G.6.

RECITAL: This conveyance is exempt from real estate transfer tax and declaration of value pursuant to Iowa Code sections 428A.1 and 428A.2 (6).

I, Kim Reynolds, Governor of the State of Iowa, have caused this instrument to issue and the Great Seal of the State of Iowa to be affixed to it at Des Moines, on this __________ day of __________.

Kim Reynolds, Governor

___________________________________
Paul D. Pate, Secretary of State

I hereby certify that the foregoing Patent is recorded in Vol. Page _____ in the State Land Office.

___________________________________
Paul D. Pate, Secretary of State
CERTIFICATE IN SUPPORT OF PATENT REQUEST

EXHIBIT A

TO: THE GOVERNOR AND SECRETARY OF STATE OF THE STATE OF IOWA

SUBJECT: SALE OF ISU PROPERTY TO ___________________________

Pursuant to Iowa Code section 9G.6, the Board of Regents, State of Iowa, requests a patent conveying to ____________ real estate described as:

Lot two (2) in West one-half (W1/2) of the East one-half (W1/2) of the Southwest quarter (SW1/4) of Section 36, Township 84 North, Range 24 West of the 5th PM. That portion of the forty (40) acres owned by the grantor, described as the Southwest quarter (SW1/4) of the Southwest quarter (SW1/4) of Section 36, Township 84 North, Range 24 West of the 5th p.m. lying north and east of the Skunk River to a point where the said river makes a sharp turn to the west, and at which point a draw from the northeast enters said river. The said land conveyed consists of the wooded bluffs overlooking said river, and is bounded on the East by the Brown acreage on the south and west by the Skunk River and on the north by said draw, containing approximately three acres.

Conveyance of fee title to the subject property by State Patent is pursuant to a real estate purchase agreement entered between the Board of Regents, State of Iowa, and ____________. The purchase agreement was approved by the Board of Regents at its meeting on ____________. The purchase price for the real estate is $_________, which is approximately $_______ per acre. The average appraised value of the real estate is $_________, which is approximately $_______ per acre. The executed original of this certificate will be referenced in the State Patent as Exhibit A, attached to the State Patent, and delivered to the buyer with the State Patent at closing.

BOARD OF REGENTS, STATE OF IOWA
By: ____________________________

______________, Executive Director

STATE OF IOWA, POLK COUNTY: This instrument was acknowledged before me on the ______ day of ____________, 2019 by ____________, Executive Director of the Board of Regents, State of Iowa.

__________________________
NOTARY PUBLIC for the State of Iowa