

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “Memorandum”), is between Iowa Natural Heritage Foundation (the “Foundation”), an Iowa non-profit corporation, and Woodbury County Conservation Board (the “Board”) (the two parties together, the “Parties”), relative to the acquisition of the Roberts Property located in Woodbury County, Iowa, and legally described as:

W ½ of the SE ¼ and the NE ¼ of the SE ¼ all in Section 29, Township 87 North, Range 43 West of the 5th P.M., Woodbury County, Iowa.

Containing 120 acres, more or less (the “Roberts Property”).

This Memorandum is understood to be an expression of the intent of the Parties to attempt in good faith to negotiate and reach binding agreements on the matters discussed by this Memorandum.

The Board, at its November 2, 2015 meeting, has agreed to purchase the Property from the Foundation under the terms of this Memorandum, but does not at this time have funds available to consummate such purchase. By virtue of its budget process, the Board expects to receive funds from Iowa Department of Natural Resources, REAP, Habitat Stamp Grants, revenue sharing or other sources which it will also use, upon receipt, to pay such Purchase Price.

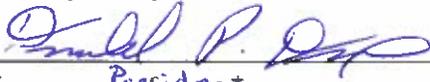
In order to assist the Board in the purchase of the Property, the Parties agree to pursue good faith discussions and negotiations to draft and execute such agreements as may be necessary to finalize their mutual agreements as follows:

1. **Purchase by the Foundation.** The Foundation shall purchase the Property for no more than \$424,800.00 plus tax proration plus all closing costs.
2. **Holding of the Property.** The Foundation shall hold the Property to permit the Board time to obtain funding for repurchase through Habitat Stamp, REAP or other grant programs.
3. **Holding of Title.** The Foundation shall take title to the Property in its name. Under certain conditions, the Foundation may convey legal title to the Property to the Board in order to enable the Board to receive reimbursement from certain state or federal costs sharing programs.
4. **Repurchase by the Board.** The Board shall repurchase the Property from the Foundation at a time mutually agreed to by the Parties.
 - a. **Repurchase.** The Foundation will hold the Property for two years while the Board obtains the appropriate funding. Once funding is received, the Board shall repurchase the property for the original purchase price \$424,800.00 plus **all of the Foundation’s costs and expenses**. These expenses include, but are not limited to, *real estate taxes, interest (which begins accruing from the date of purchase), abstracting fees, recording fees, surveying cost, revenue stamps, attorney’s fees, and up to an additional \$1,500 of Foundation expenses associated with the acquisition of said property. (*Note Woodbury County Conservation will be making a \$124,800 payment upon purchase of the property from the landowner by INHF. This amount will be put directly towards the project cost leaving \$300,000 of the original purchase price to be repaid.)*
 - b. **Alternative Resolution.** If after two years the Board has not been able to repurchase the Property or is not in the process of repurchasing the Property, the Foundation and the Board will meet to discuss a resolution. The Foundation and the Board will discuss the options available for resolving the funding complications and make a determination as to the continuing feasibility of the project. The Board shall send a letter detailing the resolution to the Foundation so that the Parties have a clear understanding of how they will move forward with the project. The Board also agrees that the Foundation reserves the right to sell the Property privately in the event an adequate resolution cannot be accomplished. If the property is sold privately, payments made by the Board to INHF shall be refunded.
 - c. **Transfer of Rights.** Upon receiving full payment of the Purchase Price, the Foundation shall relinquish its rights under this Memorandum and convey all rights, title, and interest held by it in

the Property to the Board by Corporate Warranty Deed, subject to the same conditions and restrictions, if any, as the Foundation received at the time it took title to the Property.

5. **Approval of County.** The Board's signature on this agreement is an acknowledgment that the necessary approvals to enter into this Memorandum within the county have been obtained. Foundation may request the minutes from the Woodbury County Board of Supervisors, if necessary.
6. **Examination of Title.** The Foundation shall examine the abstract and title prior to purchase of the Property. The expense shall be the responsibility of the Board and will be repaid at the time of closing between the Foundation and the Board.
7. **Liability Insurance.** In the event there are buildings, dwellings or other structures on the Property, the Board shall maintain liability insurance with coverage sufficient to replace them if damaged. The Board shall provide a certificate of liability insurance naming the Foundation as a co-insured.
8. **Hazardous Waste.** The Board shall hold the Foundation harmless from any loss, cause, or liability resulting from hazardous waste found on the subject property.
9. **Promotion of the Foundation.** Informational signs, pamphlets, interpretive and/or promotional materials, and property signs used or distributed by the Board regarding the Property shall make reference to the fact that "A cooperative project with Iowa Natural Heritage Foundation."
10. **Foundation Membership.** The Board shall maintain at least a Guardian (\$100-249) level membership in the Foundation during the process of the transaction this Memorandum contemplates. Such membership will help support the efforts of the Foundation on this and other conservation projects in Iowa.

Woodbury County Conservation Board

By: 
Title

11-2-15
Date

Iowa Natural Heritage Foundation

By: 
Title

11-17-2015
Date