OVERVIEW AND BID INSTRUCTIONS

1.1 Iowa State University is soliciting bids for the purchase from Iowa State University of two parcels of land located in Boone County, approximately one mile southwest of Moingona, Iowa. The property is locally known as Fick Observatory and is described in Schedule A.

1.2 For questions regarding this bid solicitation, contact Mark Ludwig, mludwig@iastate.edu, 515-294-7300. Individuals interested in bidding on the property may inspect the property on the date and time listed in the schedule below.

1.3 Individuals interested in bidding on the property must complete the attached Bid Form and submit it to the ISU Surplus Office, Iowa State University, 925 Airport Road, Ames, Iowa, 50010-8217, prior to 2:00 p.m., Friday, December 16, 2019. Bids received after 2:00 p.m., Friday, December 16, 2019, will not be accepted. No oral, telephonic, or telegraphic bids will be accepted.

1.4 Bids must be submitted in an envelope clearly marked “Fick Observatory” addressed to Iowa State University, ISU Surplus, 925 Airport Road, Ames, Iowa, 50010-8217. Bids may also be submitted via email, with the subject line “Fick Observatory” to Mark Ludwig, ISU Surplus Facility, mludwig@iastate.edu.

1.5 All bids will remain open for acceptance or rejection by the University for a period of fourteen (14) calendar days after the date set for opening of bids by this invitation. After said fourteen (14) calendar days have elapsed, any bidder not having received notice of rejection may consider their bid rejected and if the University desires to accept any bid after such period, the consent of the bidder shall be obtained.

1.6 Bids may be withdrawn prior to the time set for opening of bids by submitting written notice, or email, to Mark Ludwig at ISU Surplus, 925 Airport Road, Ames, Iowa 50010-8217, mludwig@iastate.edu. Bids shall not be withdrawn after that time for a fourteen (14) calendar day period.

1.7 Once opened, the Bid Form becomes the property of Iowa State University.

1.8 This bid solicitation does not commit Iowa State University to sell the property. A minimum reserve has been established. 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. Iowa State University 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 the University deems to be in its best interest.

1.9 If Iowa State University elects to sell the property and receives approval to do so, Iowa State University will enter into negotiations in an effort to reach a mutually satisfactory Real Estate Purchase and Sale Agreement that will be based on the template in Schedule B.

General Schedule:
November 18, 2019 – Property posted for sale on the ISU Surplus website
November 27, 2019 – Property available for inspection at 1:00 p.m. Interested parties should RSVP to Mark Ludwig, mludwig@iastate.edu, 515.294.7300, by November 25, 2019 at 2:00 p.m.
December 16, 2019, 2:00 pm – Bids Due
December 17, 2019 – Open Bids
December 18-20, 2019 – Evaluate Bid Responses
December 23, 2019 to January 31, 2020 – Negotiate with Preferred Bidder, finalize Real Estate Purchase Agreement
April 1, 2020 – Board of Regents meeting
May 1 – May 31, 2020 – Transaction completed, Land Patent issued

BID FORM
The undersigned bidder hereby submits the following bid for the purchase of land owned by Iowa State University and referred to as Fick Observatory:

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: (_______)

FAX Number (if available): (_______)

Email address: ____________________________

Bidder's Signature: ____________________________ Date: __________

Note: Bid must be signed and submitted on this form. Unsigned bids may be rejected.
SCHEDULE A

PROPERTY DESCRIPTION

The subject property consists of 45.31ac that is divided between an 8.61ac vacant parcel of woodland (Parcel 1 – 088327132200001) and an adjacent 36.70ac parcel of heavily wooded land (Parcel 2 – 088327132100001) owned by Iowa State University, Board of Regents, State of Iowa. Parcel 2 contains an approximately 3,200 square foot, two-story building, a telescope enclosure to the south, and a small outbuilding to the west. Both Parcel 1 and Parcel 2 are to be sold together as part of this transaction and are being sold “as-is.”

The land is accessed via an unmaintained gravel drive from 240th Street and is currently vacant. The property is flanked by privately owned, wooded, rural residential properties on the east, west, and southeast and Shiloh Lake on the southwest. Woods and cropland are located north across 240th Street.

Illustrative Boundary Map

Brief Description:

Parcel 1:
Sec-Twp-Rng: 13-83-27
Brief Tax Description: E 1/4 NW (EX S 150’)

Parcel 2:
Sec-Twp-Rng: 13-83-27
Brief Tax Description: FICK OBSERVATORY NE NW (EX COMM 1315.97’ S & 639.11’ W OF N 1/4 COR, N 00°06’W 150’, W TO W LINE NE NW, S 150’ E TO POB)
Additional Information:

General
The subject neighborhood consists of unincorporated Boone County. The subject property consists of Boone County Parcels, ID numbers: Parcel 1 – 088327132200001, Parcel 2 – 088327132100001.

Detailed Legal Description
Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) and the East Ten Acres of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4), All in Section Thirteen (13), Township Eighty-three (83) North, Range Twenty-seven (27) West of the 5th P.M., Boone County, Iowa and containing Fifty (50) Acres, More or Less.

except for the area described as:

Commencing at the N 1/4 of Section 13, T83N, R27W of the 5th P.M., Boone County, Iowa; thence S. 00° 08 1/2' W. 1315.97 feet; thence, N. 89° 22 1/2' W. 639.11 feet to the point of beginning; thence, N. 89° 22 1/2' W. 1000.00 feet; thence, N. 00° 06' W. 150.00 feet; thence S. 89° 22 1/2'E. 1000.00 feet; thence S. 00° 06'E. 150.00 feet to the point of beginning containing 3.44 acres.

Frontage/Streets/Access
The site has frontage along 240th St, which is a gravel surfaced road with open ditches adjacent to the site. 240th St connects to L Ave, a two-lane paved road, located approximately one-half mile west of the subject property.

Adjacent Land Use
The site is surrounded by woods and croplands. There are a number of rural residential properties with single family dwellings in the area and a lake at the southwest corner of the properties. A property south of this lake houses a construction company.

Topography and Flood Hazard Area
The topography on the north side of the site is fairly level. The south side of the property slopes steeply into Shiloh Lake at the south. A small portion of the lake extends into the southwest corner of the property (Parcel 1) and a minor tributary of the Des Moines River runs through the southeast corner (Parcel 2). According to the flood overlay map, a portion of the site is located in a designated flood hazard area. This area is immediately adjacent to Shiloh Lake and on either side of the stream running through the property. The majority of the non-flood land is located on the north side of the site, along 240th St.

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

Zoning
The property is zoned A-1, Agriculture Conservation, by Boone County.

Utilities
There are electrical, water, and sanitary sewer services to the building on Parcel 2. A propane tank is also located southeast of the building.

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

Improvements
The site is heavily treed. There is an approximately 3,200 square foot, two-story, metal building located on Parcel 2 as well as a telescope enclosure and an outbuilding.
**Personal Property**
The property to be sold includes any fixtures and personal property in the observatory building. This property includes a telescope. The lenses have been removed from the telescope.

**School District**
The property is located in the Boone Community School District.

**Polychlorinated Biphenyls (PCBs) Abatement**
In 1991, a Collins Radio Company 240 D-1 Power Amplifier radio telescope that contained leaking PCB oil filled components was removed by General Electric. The abatement of contaminated concrete floor under and adjacent to the telescope was also completed at this time. In accordance with Environmental Protection Agency (EPA) requirements, the floor was decontaminated and encapsulated with two coats of epoxy paint. Documentation is available upon request.

**Vicinity Map**
Property Photos:

Looking west along 240th St

Looking east along 240th St

View of property from 240th St

View looking north along drive from parking area

View looking west at Observatory Building (east façade)

Interior view of Observatory Building

Interior view of Observatory Building

Interior view of Observatory Building
REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (the “Agreement”) is entered into as of the ___ day of______, 2020 (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 approximately 45 acres of real property located in Boone 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, free and clear of all liens, restrictions, encumbrances, and easements, except for any covenants, reservations, restrictions, and easements of record that have been waived or not objected to by Buyer pursuant to Section 2(b) of this Agreement (the “Permitted Encumbrances”).

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 notify Seller of any conditions disclosed in the abstract that are objectionable to Buyer. Following such notice, Seller shall: (i) promptly and diligently undertake such steps as are reasonably necessary to cure, satisfy, or remove such conditions; or (ii) refuse to cure any or all of such objectionable conditions by written notice to Buyer within fourteen days after receipt of Buyer’s objections. In the event Seller shall fail to correct, satisfy, or resolve any condition to the reasonable satisfaction of Buyer within thirty days from the date of Buyer’s delivery of written objections to Seller or refuse to cure such objectionable conditions, Buyer shall
have the right to terminate this Agreement within fifteen days of the expiration of Seller’s cure period or 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**

   (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.

   (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.

4. **Closing**

   (a) **Closing Date.** Closing of the sale and exchange contemplated by this Agreement shall occur as soon as possible after the April 1, 2020 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 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 placing title in marketable condition;
      c. Preparation of the State Land Office Patent;
d. All taxes and 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.

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, free of all liens, encumbrances, covenants, and restrictions, except the Permitted Encumbrances; 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, 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) The Property shall, as of the Closing Date, be free and clear of all liens, security interests, encumbrances, or other restrictions, except the Permitted Encumbrances.

(vii) 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: [to be completed]

(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: ______________________________

Mark Braun  
Executive Director

**Iowa State University of Science and Technology**

By: ______________________________

Pamela Elliott Cain  
Interim Senior Vice President for Operations and Finance
EXHIBIT A

Legal Description of Property

Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) and the East Ten Acres of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4), All in Section Thirteen (13), Township Eighty-three (83) North, Range Twenty-seven (27) West of the 5th P.M., Boone County, Iowa and containing Fifty (50) Acres, More or Less.

except for the area described as:

Commencing at the N 1/4 of Section 13, T83N, R27W of the 5th P.M., Boone County, Iowa; thence S. 00° 08 1/2' W. 1315.97 feet; thence, N. 89° 22 1/2’ W. 639.11 feet to the point of beginning; thence, N. 89° 22 1/2’ W. 1000.00 feet; thence, N. 00° 06’ W. 150.00 feet; thence S. 89° 22 1/2’E. 1000.00 feet; thence S. 00° 06’E. 150.00 feet to the point of beginning containing 3.44 acres.
EXHIBIT B
Preparer: Paula K. DeAngelo, Deputy Counsel, Iowa State University, 3550 Beardshear Hall, 515 Morrill Road, Ames, IA 50011
Address tax statement to:

State of Iowa

OFFICE OF
THE SECRETARY OF STATE

STATE LAND OFFICE

The STATE OF IOWA hereby conveys to _____________, real estate in Story County, Iowa, described as:

Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) and the East Ten Acres of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4), All in Section Thirteen (13), Township Eighty-three (83) North, Range Twenty-seven (27) West of the 5th P.M., Boone County, Iowa and containing Fifty (50) Acres, More or Less.

except for the area described as:

Commencing at the N 1/4 of Section 13, T83N, R27W of the 5th P.M., Boone County, Iowa; thence S. 00° 08 1/2’ W. 1315.97 feet; thence, N. 89° 22 1/2’ W. 639.11 feet to the point of beginning; thence, N. 89° 22 1/2’ W. 1000.00 feet; thence, N. 00° 06’ W. 150.00 feet; thence S. 89° 22 1/2’E. 1000.00 feet; thence S. 00° 06’E. 150.00 feet to the point of beginning containing 3.44 acres

AUTHORITY/CONSIDERATION: Authority and consideration for issuance of this patent are stated in the certificate of Mark Braun, Executive Director of the Board of Regents, State of Iowa, a copy of which is attached to this Patent and filed with the State Land Office as provided in Iowa Code section 9G.6 (2017).

RECITAL: This conveyance is exempt from real estate transfer tax and declaration of value pursuant to Iowa Code section 428A.2 (6) (2017).

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 __________, 2020.

_________________________  ___
Kim Reynolds, Governor

___________________________________
Paul D. Pate, Secretary of State

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

_________________________  ___
Paul D. Pate, Secretary of State
CERTIFICATE AND EXHIBIT A IN SUPPORT OF PATENT REQUEST

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

SUBJECT: SALE OF ISU PROPERTY TO CITY OF AMES, IOWA

Pursuant to Iowa Code section 9G.6 (2017) the Board of Regents, State of Iowa, requests a patent conveying to the _____________ real estate described as:

Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) and the East Ten Acres of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4), All in Section Thirteen (13), Township Eighty-three (83) North, Range Twenty-seven (27) West of the 5th P.M., Boone County, Iowa and containing Fifty (50) Acres, More or Less.

except for the area described as:

Commencing at the N 1/4 of Section 13, T83N, R27W of the 5th P.M., Boone County, Iowa; thence S. 00° 08 1/2' W. 1315.97 feet; thence, N. 89° 22 1/2' W. 639.11 feet to the point of beginning; thence, N. 89° 22 1/2’ W. 1000.00 feet; thence, N. 00° 06’ W. 150.00 feet; thence S. 89° 22 1/2’E. 1000.00 feet; thence S. 00° 06’E. 150.00 feet to the point of beginning containing 3.44 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 April 1, 2020. 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: ________________________________
Mark Braun, Executive Director

STATE OF IOWA, POLK COUNTY: This instrument was acknowledged before me on the ______ day of ____________, 2020 by Mark Braun, Executive Director of the Board of Regents, State of Iowa.

______________________________
NOTARY PUBLIC for the State of Iowa