DELAWARE COUNTY IOWA
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DELAWARE CO. IOWA
26.00
4084

Prepared by Gregory B Jones, Iowa Department of Natural Resources, Wallace State Office Bldg., Des Moines, Iowa 50319-0034, 515-281-5806.

502 E. 9th St.

MANAGEMENT AGREEMENT
ISU BRAYTON MEMORIAL FOREST

This agreement is made between the Iowa Department of Natural Resources (DNR) and the Board of Regents, State of Iowa, acting for Iowa State University (ISU).

This agreement provides for cooperation between the DNR, ISU and the Iowa Board of Regents, in the management and maintenance of Brayton Memorial Forest in Delaware County, Iowa. The state of Iowa acquired title to the forest in 1949 as a donation from the estate of Emma L. Brayton, conditioned upon its use for forestry research and demonstration by ISU (formerly the Iowa State College of Agriculture and Mechanic Arts). The DNR is charged with responsibility for management of state-owned forests and wildlife management areas and possesses the infrastructure and personnel expertise to carry out those duties. The DNR and ISU have jointly determined that it is in the public interest to transfer to the DNR management of Brayton Memorial Forest, more particularly described as:

The SE1/4 and the North 33 feet of the S 1/4 of the N 1/2 of the SW 1/4 of Section 36, Township 88 North, Range 4 West of the 5th P.M. and the SW 1/4 of Section 31, Township 88 North, Range 3 West of the 5th P.M., Delaware County, Iowa, containing 306.7 acres, more or less.

Pursuant to Iowa Code Section 28E.4 (2003) the parties mutually agree that the DNR shall undertake the development, care and maintenance of the state-owned real property described above according to the following terms and conditions:

1. **TERM OF AGREEMENT.** This agreement is effective when filed with the Delaware County Recorder and the Iowa Secretary of State and shall be perpetual unless terminated in accordance with numbered paragraph 9.

2. **MANAGEMENT OF PREMISES.** The DNR agrees to develop, maintain and manage the premises covered by this agreement as a recreation area for the people of the State of Iowa in the same manner as forested state wildlife management areas are developed, maintained and managed. DNR Wildlife Bureau personnel will perform management and maintenance activities. The DNR will provide for continued use of the area for forestry research and demonstration. Forest management plans and timber harvest activities will be developed through a joint effort of DNR wildlife biologists and foresters and ISU forestry managers. Two designated natural areas will be maintained as undisturbed forest with natural succession, located as indicated on the attached map marked EXHIBIT. An identification sign designating the area as "ISU Brayton Memorial Forest" will be maintained. ***NOTE: THIS DOCUMENT INCLUDES AN ATTACHED EXHIBIT.***

3. **TIMBER SALES PROCEEDS.** The DNR may conduct forest management for the benefit of the forest and wildlife resources. The DNR will conduct timber sale bidding and contract administration for timber harvest. Proceeds from timber sales and agricultural operations shall be retained by ISU and deposited in an account dedicated to costs of management and

maintenance of ISU Brayton Memorial Forest. No other commercial use may be made of the premises.

4. **BOUNDARY MANAGEMENT.** The DNR shall annually inspect the boundary of the premises covered by this agreement. The DNR, acting for the state of Iowa, shall have authority to address any boundary problems affecting management of said premises and take any actions necessary to protect title to the said premises.

5. **APPLICABILITY OF LAWS.** All laws, rules and regulations applying to the use of state wildlife management areas under the jurisdiction of the DNR shall apply to this property insofar as possible, taking into account the terms of this agreement.

6. **EXPENDITURE OF FUNDS.** Nothing in this agreement shall obligate or bind either party to the expenditure of funds in excess of funds available to each party. The DNR shall conduct bid lettings and provide contract administration for all previously and mutually agreed upon improvements to the premises covered by this agreement and submit documentation to ISU for payment of costs for said improvements. Costs for minor fence maintenance, all signs and other miscellaneous costs associated with managing the premises shall be paid by the DNR. All improvements to be paid by ISU must have approval prior to construction by both ISU and DNR.

7. **PUBLIC USE OF PREMISES.** Nothing in this agreement shall deny the right of the public to enter upon and use the premises for any lawful purpose whatsoever.

8. **NONDISCRIMINATION.** It is agreed that, with respect to use of the premises covered by this agreement, the DNR will not exclude anyone from participation in, deny anyone the benefits of, or otherwise subject anyone to discrimination because of the person's race, color, national origin, age or disability.

9. **LIABILITY.** Both parties to this agreement are part of the State of Iowa and to the extent permitted by the Iowa Tort Claims Act, Iowa Code chapter 669, mutually agree to be responsible for the negligent acts and omissions of its own officers, agents, and employees

10. **DISPUTE RESOLUTION.** The parties to this agreement shall attempt to mediate disputes which arise under this agreement by engaging in mediation with a mutually agreed upon mediator. Each party shall bear 50% of the costs of any mediation. In the event the parties are unable to reach agreement, the parties shall submit their dispute to binding arbitration by a board of arbitration as provided for in Iowa Code Section 679A.19.

11. **TERMINATION.** Either party may terminate this agreement upon 90 days' written notice. In the event of such termination, the DNR will yield possession of the premises to ISU. All improvements to the premises shall remain, except signs placed by the DNR, which will be removed within 90 days of the effective date of termination

BOARD OF REGENTS, STATE OF IOWA

Gregory S Nichols
Gregory S. Nichols, Executive Director

STATE OF IOWA }
} §
COUNTY OF Polk }

On the 21st day of April, 2003, before me, a Notary Public in and for the State of Iowa, personally appeared Gregory S. Nichols, who stated that he is the duly appointed and actively serving Executive Director of the Board Of Regents, State of Iowa, and that he executed the foregoing instrument as his voluntary act and deed and as the voluntary act and deed of the Board of Regents, State of Iowa.

NOTARIAL SEAL IOWA
CAROLYN D. STOCKDALE
Commission Number 189852
My Commission Expires
April 23, 2006

Carolyn D. Stockdale
NOTARY PUBLIC, for the State of Iowa

IOWA DEPARTMENT OF NATURAL RESOURCES

Jeffrey R. Vonk, Director

STATE OF IOWA }
} §
COUNTY OF POLK }

On the 18th day of February, 2003, before me, a Notary Public in and for the State of Iowa, personally appeared Jeffrey R. Vonk who stated that he is the duly appointed and actively serving Director of the Iowa Department of Natural Resources and that he executed the foregoing instrument as his voluntary act and deed as the voluntary act and deed of the Iowa Department of Natural Resources.

Gregory B. Jones
NOTARY PUBLIC, for the State of Iowa

NOTARIAL SEAL IOWA
GREGORY B. JONES
COMMISSION # 704406
MY COMMISSION EXPIRES
August 3, 2003

Natural Area
Natural Area
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