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**MANAGEMENT AGREEMENT  
ISU BRAYTON MEMORIAL FOREST**

This agreement is made between the State of Iowa acting through the Iowa Department of Natural Resources (DNR) and Iowa State University of Science and Technology (ISU). This agreement shall supersede the previous management agreement for the ISU Brayton Memorial Forest entered into by the DNR and the Board of Regents, State of Iowa, acting for Iowa State University, in 2003.

This agreement provides for cooperation between the DNR and ISU 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 SE ¼ and the North 33 feet of the S ¼ of the N ¼ of the SW ¼ of Section 36, Township 88 North, Range 4 West of the 5th P.M. and the SW ¼ 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 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 Section 11. DNR shall be responsible for filing this agreement with the Delaware County Recorder and the Iowa Secretary of State.

**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, teaching, 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. Undergraduate and graduate student involvement, education, and mentoring will be encouraged in all management efforts. Two designated natural areas will be maintained as undisturbed forest with natural succession, located as indicated on the attached map marked "EXHIBIT." ISU will install and maintain an identification sign designating the area as "ISU Brayton Memorial

Research, Teaching, and Demonstration Forest". In addition, DNR agrees to install and maintain signage that clearly communicates unauthorized onsite activities (e.g., motorized vehicles, equestrian use). Unauthorized activities and respective signage will be agreed upon by ISU and DNR. Signage will be established at locations that both maximize visibility and discourage vandalism.

**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 AND ACCESS MANAGEMENT.** The DNR shall inspect access points at regular intervals and work to prevent unlawful access through maintenance of existing barriers, as well as construction of new barriers as needed. ISU will clearly communicate needed actions to DNR. If warranted, the DNR shall partner with ISU to implement adaptive means of access control at specific access points. The DNR 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. ISU will establish and maintain a strong relationship with Delaware County law enforcement and local DNR Law Enforcement, working to establish an onsite enforcement presence to dissuade access violators and vandalism. If warranted, ISU shall further partner with DNR to implement novel means of surveillance. The DNR shall ensure the western access road is properly maintained via existing agreements.

**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, considering 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. Except as set forth in this Section 6, ISU shall have no obligation to pay the DNR for its management services. The DNR shall be responsible for paying any compensation, benefits, or workers' compensation owed to DNR personnel, who shall remain the employees of the DNR when providing services pursuant to this agreement. 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 (other than the ISU sign referenced in Section 2) 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 by both ISU and DNR prior to construction.

**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, religion, gender, gender identity, sexual orientation, age, veteran status, 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.

**IOWA DEPARTMENT OF NATURAL RESOURCES**

  
\_\_\_\_\_  
Kayla Lyon, Director

Date: 8/24/2021\_\_\_\_\_

**IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY**

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Pamela Elliott Cain, Senior Vice  
President for Operations and  
Finance

Date: \_\_\_\_\_

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**IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY**

\_\_\_\_\_  
*Pamela Elliott Cain*

Pamela Elliott Cain, Senior Vice  
President for Operations and  
Finance

Date: 9/9/10