

Recorded: 9/23/2025 at 11:34:35.0 AM
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2025 PG: 2544

Prepared by & Return to: Ross A. Baxter, Iowa Natural Heritage Foundation, 505 5th AVE. STE 444, Des Moines, IA
50309 (515) 288-1846

OPTION TO PURCHASE AGREEMENT

This Option to Purchase is entered into this 15 day of September, 2025 by and between St. John's Lutheran Church of Dundee, Iowa of ^{124 Main} ~~311~~ South St., Dundee, IA, (Optionors), and Iowa Natural Heritage Foundation of 505 5th Ave. Ste 444, Des Moines, IA 50309 and Delaware County Conservation Board, 2379 Jefferson Rd., Manchester, IA 52057, (Optionee).

WITNESSETH

WHEREAS, Optionors are the owner of property described as follows:

The SE1/4 of the SW1/4 and Parcel 2023-100 of Section 17-T90N-R6W and Parcel 2023-101 and Parcel 2023-102 of Section 20-T90N-R6W all in Delaware County, Iowa.

WHEREAS, Optionee has expressed an interest in and desire to purchase said property, subject to certain terms and conditions, and Optionors are willing to sell said premises upon certain terms and conditions.

WHEREAS, to accommodate the mutual interests of the parties, it has been agreed that Optionors shall grant to Optionee the exclusive Option to Purchase the Real Estate described above.

NOW THEREFORE, in consideration of Fifty Thousand dollars and no/100 (\$50,000.00) and other good and valuable consideration the sufficiency of which is hereby acknowledged Optionors hereby grant and extend to Optionee or its authorized assignee the exclusive Option to Purchase said premises upon the following terms and conditions.

1. This Option to Purchase shall expire at 12:00 Midnight CDT on August 1st, 2026.
2. The purchase price shall be **\$500,000.00 (Five Hundred Thousand dollars and no/100)**. If the Option is timely exercised, the \$50,000.00 option payment shall be credited against the purchase price. If the Option is not timely exercised, Optionee shall forfeit the \$50,000.00 and the Optionors shall retain the \$50,000.00 as consideration for the Option.
3. If Optionee exercises said Option to Purchase, it shall do so by giving written notice of the exercise of said Option to Optionors at the address set forth below by certified mail or via electronic mail with confirmation from Optionors of receipt. Notice shall be deemed given when postmarked by U.S. Postal Service or a return email from Optionors confirming receipt. Any new owners of the Property shall provide Optionee with an address where notice can be given.
4. Upon receiving notice of the exercise of the Option by the Optionee, Optionors shall promptly obtain an abstract of title to the Real Estate continued through the date of the exercising of this option, and deliver it to the Optionee for examination. It shall show merchantable title in Optionors in conformity with this agreement and, Iowa Law and Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Optionee when the purchase price is paid in full. Any legal costs associated with clearing title are the responsibility of Optionors.
5. Optionors shall pay costs of transfer revenue stamps and recording fees for any mortgage releases, affidavits, or other documents necessary to perfect the title.
6. Optionors shall pay real estate taxes pro-rated to the date of possession.

7. The total purchase price shall be paid within 30 days of Optionee or their authorized assignees receiving a title opinion indicating merchantable title is vested in Optionors.
8. Upon payment of the purchase price, Optionors shall convey the Real Estate to Optionee, by stamped Corporate Warranty Deed, free and clear of all liens, restrictions, and encumbrances. Any general warranties of title shall extend only to the time of acceptance of this offer, with special warranties as to acts of Optionors continuing up to time of delivery of the deed.
9. This contract shall apply to and bind the successors in interest of the parties.
10. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
11. If this offer is not accepted by Optionors on or before September 15th, 2025, it shall become void and all payments shall be repaid to the Optionee.
12. Any notice requested to be given under the agreement shall be sent to the parties at the following address unless a party gives written notice to the other party of a change of address.

Optionors:

Optionees:

St. John's Lutheran Church of Dundee, Iowa Attn: Church Officers P.O. Box 158 Dundee, IA 52038	Iowa Natural Heritage Foundation Attn: President 505 5 th Ave. STE 444 Des Moines, IA 50309 Delaware County Conservation Board Attn: Director 2379 Jefferson Rd. Manchester, IA 52057
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Executed the date and year first above written.

St. John's Lutheran Church of Dundee, Iowa (Optionors)

Marilyn Cunningham, President
By: Marilyn Cunningham, President

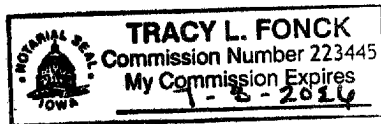
9-15-2025

Date

STATE OF **IOWA**, COUNTY OF **DELAWARE**) ss:

This record was acknowledged before me on September 15, 2025,

By Marilyn Cunningham as board president of St. John's Evangelical Lutheran Church of Dundee, Iowa, a/k/a St. John's Lutheran Church of Dundee, Iowa.



Tracy L. Fonck

Notary Public

IOWA NATURAL HERITAGE FOUNDATION (Optionee)

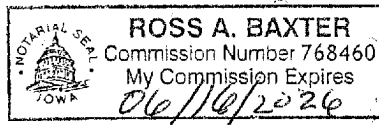
Joseph A. McGovern 9/23/25
By: Joseph A. McGovern, President Date

DELAWARE COUNTY CONSERVATION BOARD (Optionee)

Kyle Soderblom 9/15/25
By: Kyle Soderblom, Executive Director Date

STATE OF **IOWA** COUNTY OF Polk

This record was acknowledged before me on September 23rd, 2025, by Joseph A. McGovern as President of the Iowa Natural Heritage Foundation.



[Signature]
Notary Public

STATE OF **IOWA** COUNTY OF Delaware

This record was acknowledged before me on 9/15/25, by Kyle Soderblom as Executive Director of Delaware County Conservation Board.

Brittany Ries
Notary Public

