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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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Return document to: Iowa Natural Heritage Foundation, 505 5th Avenue, STE 444, Des Moines, IA 50309
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# DEED OF CONSERVATION EASEMENT

**THIS DEED OF CONSERVATION EASEMENT** ("Easement") is made this 19 day of December 2014, by and between Matthew G. McQuillen and Elizabeth A. McQuillen, husband and wife, of 18936 Shooting Star Road, Anamosa, IA 52205 (hereinafter together with their heirs, personal representatives, successors and assigns collectively referred to as "**Grantor**"), and Iowa Natural Heritage Foundation of 505 Fifth Ave., Suite #444, Des Moines, Iowa 50309 (hereinafter together with its successors and assigns collectively referred to as "**Grantee**").

**RECITALS:**

**WHEREAS**, Grantor is the sole owner in fee simple of certain real property in Delaware County, Iowa, which is 139 acres, more or less, and is more particularly described in **Exhibit "A"** (PAGE 16) attached hereto and made a part hereof ("the Property"); and

**WHEREAS**, the Property possesses natural, scenic, and open-space, (collectively, the "Conservation Values"), and has substantial value and potential as open space and wildlife habitat; and

**WHEREAS,** the Property is located within the Maquoketa River watershed and the Maquoketa River is listed as impaired on Iowa's 2012 Section 303(d) list as required by the Federal Clean Water Act; and

**WHEREAS**, by encumbering part of the Property with this Easement, more wildlife habitat is being permanently protected which helps meet Iowa's Wildlife Action Plan

(August 2006, updated 2012) goal of permanently protecting an additional 2% of Iowa's wildlife habitat by the year 2030; and

**WHEREAS**, the Property is 0.5 miles south of the 43-acre Hardscrabble Wildlife Area which is owned and managed by Delaware County Conservation Board; and

**WHEREAS,** there have been numerous trees, including oaks, direct seeded into the part of the property to be covered by this easement in former row crop agricultural fields which provide quality wildlife habitat; and

**WHEREAS**, the Property is located two miles south of Hopkinton, Iowa; and

**WHEREAS**, a bald eagle nesting site has been documented on the Property; and

**WHEREAS**, Grantee herein warrants and represents that it has the commitment and the resources to carry out, and will carry out, all of the duties and responsibilities of Grantee as detailed herein; and

**WHEREAS**, Grantor and Grantee have mutually concluded that the grant of this Conservation Easement will not impair the qualification or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986 (the "Code"), as amended, and the regulations thereunder, and Chapter 457A of the State of Iowa Code, and will enhance the protection of the Property's significant Conservation Values; and

**WHEREAS**, the specific Conservation Values of the Property on the effective date of this Conservation Easement are documented in a baseline documentation report attached as **Exhibit B** ("Baseline Data"), dated November 5, 2014, a copy of which is on file with both Grantor and Grantee. Grantor and Grantee agree that the Baseline Data provide an accurate representation of the condition of the Property as of the effective date (hereinafter defined) of this Deed of Conservation Easement and is intended to serve as an objective informational baseline for monitoring compliance with the terms of this Easement; and

**WHEREAS**, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of land use patterns existing at the time of this grant, including, without limitation, those relating to forest preservation, wildlife habitat management, recreational uses, etc. that do not significantly impair or interfere with those Conservation Values; and

**WHEREAS**, Grantor further intends to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity; and

**WHEREAS**, Grantee is a private, non-profit, publicly supported, tax-exempt organization, qualified under Section 170(h) of the Internal Revenue Code and Chapter 457A of the State of Iowa Code, whose primary purpose is the preservation, protection and

enhancement of land in its natural, scenic, historical, agricultural, and/or open space condition; and

**WHEREAS,** Grantee is a tax-exempt organization under section 501(c)(3) of the Code, an organization other than a private foundation under section 509(a)(1) of said Code, and a "qualified organization" under section 170(h)(3) of said Code, and Grantor is entitled to and may rely upon these affirmative representations made by Grantee; and

**WHEREAS**, Grantee agrees by accepting this Deed to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come; and

**WHEREAS,** protection of the Property will accomplish a number of the factors determining "significant public benefit" under Treas. Reg. section 1.170A-14(d)(4)(iv); and

**WHEREAS**, accordingly, protection of the Property will preserve habitat for wildlife and protect open-space views for the scenic enjoyment of the public and will yield a significant public benefit, and will therefore meet the requirements of section 170(h)(4)(A)(iii)(I) of the Code; and

**WHEREAS**, accordingly, protection of the Property will preserve a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, and therefore the Easement meets the requirements of Section 170(h)(4)(A)(ii) of the Code; and

**WHEREAS**, accordingly, protection of the Property will preserve open space pursuant to clearly delineated Federal, State and local governmental conservation policies and will yield a significant public benefit, and will therefore meet the requirements of section 170(h)(4)(A)(iii)(II) of the Code; and

**WHEREAS**, Grantee warrants that Grantee is a charitable organization described in Section 501(c)(3) of the Code, whose primary purpose is stated in Article III of its Articles and is authorized by the laws of the State of Iowa, including in particular Chapter 457A of the Iowa Code, to accept, hold, and administer interests in land, including conservation easements; and

**NOW THEREFORE,** in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby conveys to Grantee a Conservation Easement on the part of the Property described in Exhibit A and as more fully described in this agreement.

**Summary of Easement Provisions**

**1. Purpose.** It is the purpose of this Easement to preserve the wildlife habitat of the Property and to assure that the Property will be preserved forever in its natural, scenic, forested, and/or open-space condition and to prevent any use of the Property that would significantly impair or interfere with its Conservation Values. The primary Conservation Value intended to be preserved hereby is the wildlife habitat of the Property; to the extent

that other conservation Values may be preserved and maintained without impairment of that primary Value, their protection shall also be considered purposes of this Easement. Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with the purposes of this Easement.

**2. Rights of Grantee.** To accomplish the purposes of this Easement, the following rights are conveyed to Grantee:

(a) to preserve and protect in perpetuity the Conservation Values of the Property;

(b) to enter upon the Property at reasonable times to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and that Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

(c) to prevent any activity on or use of the Property that is inconsistent with the purposes of this Easement, and to require the restoration (to the condition immediately prior to the activity complained of) of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the provisions of paragraph 6 hereof.

**3. Permitted Uses.** Grantor reserves to itself, and to its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein, that are not inconsistent with the purposes of this Easement, and that do not have a significant adverse impact on the Conservation Values. Without limiting the generality of the foregoing, Grantor reserves the following rights, subject to any terms and conditions as may be stated herein, and subject further, to all requirements and restrictions under applicable laws, ordinances and regulations.

(a) Production agriculture or horticulture crops that do not require intense annual soil disturbance with preference to crops and grass that provide soil stabilization benefits, including but not limited to alfalfa, grass, vegetables, fruit, and nuts but excluding corn and/or soybeans, except when planted for food plots as described in 3(b), and planted in designated areas referred to as "permitted working agricultural lands", as shown in **Exhibit C**;

(b) Wildlife habitat management practices including but not limited to prescribed burning and planting and maintenance of food plots, which shall not cumulatively total more than six acres, including non-invasive, non-native species that do not significantly impact the conservation values of the

Property as determined by Grantee, and only located in "permitted agricultural working lands" as shown in **Exhibit C**;

(c) One (1) picnic shelter with a paved surface and roof not to exceed 400 square feet and without utilities, located within the designated area referred to as the "permitted working agricultural lands," as shown in **Exhibit C**;

(d) Enrollment, re-enrollment and participation in Conservation Reserve Program and related conservation programs offered by the United States Department of Agriculture or its successor, or other federal, state county or private entities, including but not limited to, the Iowa Department of Natural Resources, Natural Resources Conservation Service, Farm Service Agency, The Nature Conservancy and/or the Iowa Natural Heritage Foundation, consistent with the Purpose of the Easement;

(e) Maintenance of existing and future Conservation Reserve Program and related conservation program areas of the Property;

(f) Harvesting wild fruit, nuts, and mushrooms;

(g) Undeveloped recreational use, including but not limited to, hunting, leased hunting, fishing, trapping, camping, campfires, picnicking, hiking, snowshoeing, and cross-country skiing, provided such activities do not negatively impact the conservation values, including but not limited to, soils, flora and fauna of the Property as determined by Grantee;

(h) Portable tree stands and ground blinds for hunting purposes;

(i) Four (4) box blinds, without utilities, provided they are not visible from any public roads or the Maquoketa River;

(j) Bird-watching and wildlife observation;

(k) Collection of deadwood for firewood;

(l) Maintenance, improvement or graveling, of internal roads or paths;

(m) Ecological restoration of woodland, oak savanna or native prairies, with a plan approved in advance in writing by Grantee;

(n) Sustainable forestry practices, including but not limited to, harvesting, timber stand improvement, planting, and temporary logging roads and landings for the purpose of timber harvest or management, all in accordance with a written Forest Stewardship Plan, developed by an Iowa Department of Natural Resources Forester or a professional forester, and approved in advance in writing by Grantee, provided that written notice is given to Grantee 60 days prior to any timber harvest and provided such plan includes the ground will be dry or frozen during all harvest activities;

(o) Removal or eradication of non-native and/or invasive vegetation, including trees and shrubs, for the purpose of ecological health and restoration, approved in advance in writing by Grantee;

(p) Maintenance, improvement or replacement of water control structures and water course crossings.

**4. Prohibited Uses**. Any activity on or use of the Property inconsistent with the purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Construction, erection or placement of any building or structure, including but not limited to, commercial, agricultural, residential or industrial, except as provided for in Paragraph 3;

(b) Commercial, industrial or agriculture activities, except as provided for in Paragraph 3;

(c) Establishment of any livestock feed lot or animal confinement operation;

(d) Dumping of hazardous material, toxic substances, ashes, trash, rubbish, garbage, offal, or any other unsightly or offensive materials;

(e) Placing billboards, outdoor advertising structures, or advertisements of any kind on the Property; excepting real estate signs of reasonable size intended to assist in the sale of the Property, and entrance, boundary, and educational signs approved in advance as to size and content by Grantee;

(f) Any exploitation of mineral resources, by either subsurface or surface means;

(g) Introduction of non-native plant or animal species, except as provided for in Paragraph 3, and except as may be necessary, with the prior approval of Grantee, for erosion control purposes or agricultural purposes;

(h) Removal of natural materials, except as specifically permitted under paragraph 3 hereof. Control of tree diseases is allowed, including the removal of diseased trees with written approval of Grantee. Any tree removal for disease control purposes shall be in accordance with good forestry management practices and in furtherance of the purpose of this Easement;

(i) Alteration of the topography of the Property or its drainage systems, except, with prior approval of Grantee, for purposes of erosion control, drainage tile repair, enhancement of wetland and pond values, public safety considerations, or for purposes protective of the natural integrity of the Property;

(j) Installation of utility structures or lines, except with the prior written approval of Grantee;

(k) Construction or enlargement of any developed roads or parking lots, except as provided in paragraph 3;

(l) Erection of fences that prohibit the free movement of wildlife, including those that are greater than 4 feet in height (or greater than the minimum legal fence height by Iowa code) and/or have openings between wires smaller than 6 inches by 6 inches;

(m) Subdivision or de facto subdivision of the Property.

**5. Approval; Discretionary Consent.** In the event that Grantor desires to undertake activities not explicitly permitted by Paragraph 3, and not prohibited by the provisions of Paragraph 4, or activities with respect to which Grantee's approval is specifically required by the provisions of Paragraph 3 or Paragraph 4, Grantor shall request such approval from Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake such activity. The request shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement. Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request therefore. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement. Should Grantee fail to respond to Grantor's

notice within the said 30-day response period, Grantee shall be deemed to have approved the proposed activity.

**6. Grantee's Remedies.** If Grantee determines that Grantor is in violation of the terms of this Easement, or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purposes of this Easement, to restore the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Value protected by this Easement, and/or to require the restoration of the Property to the condition that existed immediately prior to such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate, and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

**6.1 Third Party Enforcement.** Grantee shall have the right, but not the obligation, to pursue all legal and equitable remedies provided under paragraph 6 against any third party responsible for any violation of the terms of this Easement and Grantor shall, at Grantee's option, assign their right of action against such third party to Grantee, join Grantee in any suit or action against such third party, or appoint Grantee their attorney in fact for the purpose of pursuing an enforcement suit or action against such third party. The remedies described herein are in addition to those provided in paragraph 6, and not in limitation of, any other remedies available to Grantee at law, in equity, or through administrative proceedings.

**6.2 Costs of Enforcement.** In connection with any act to enforce the terms of this Easement, Grantor and Grantee shall each be responsible for their respective costs of enforcement and other costs and expenses, including, without limitation, reasonable attorneys' fees, unless (i) either Grantor or Grantee admits fault, or (ii) a court of competent jurisdiction determines that one of the parties is at fault, in which case the party at fault

agrees to reimburse the other party for all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with the contested matter.

**6.3 Forbearance is Not a Waiver**. Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term on any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

**6.4 Waiver of Certain Defenses**. Grantor hereby waives any defense of laches, estoppel, or prescription.

**6.5 Acts Beyond Grantor's Control**. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, trespass, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from any such cause.

**6.6 Arbitration**. If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purposes of this Easement, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may refer the dispute to arbitration by request made in writing upon the other. Within [thirty (30)] days of the receipt of such request, the parties shall select a single arbitrator to hear the matter. If the parties are unable to agree on the selection of a single arbitrator, then each party shall name one arbitrator and the two arbitrators thus selected shall select a third arbitrator; provided, however, that if either party fails to select an arbitrator, or if the two arbitrators selected by the parties fail to select the third arbitrator within [fifteen (15)] days after the appointment of the second arbitrator, then in each such instance a proper court, on petition of a party, shall appoint the second or third arbitrator, or both as the case may be, in accordance with (Iowa statutory authority) or any successor statute then in effect. The matter shall be settled in accordance with (Iowa statute or other appropriate procedural reference) then in effect, and a judgment on the arbitration award may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for all its costs and expenses related to such arbitration, including, without limitation, the fees and expenses of the arbitrators and attorneys' fees, which shall be determined by the arbitrators and any court of competent jurisdiction that may be called upon to enforce or review the award.

**7. Access**. No right of access by the general public to any portion of the Property is conveyed by this Easement.

**8. Costs and Liabilities**. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of adequate comprehensive general liability

insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

**8.1 Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any Taxes imposed upon or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of Taxes, upon three (3) days' prior written notice to Grantor, in accordance with any bill, statement, or estimate procured by the appropriate authority, without inquiry into the validity of the Taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the lesser of (i)the prime rate of interest from time to time charged by Wells Fargo Bank, N.A. or (ii) the maximum allowed by law.

**8.2 Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys fees, arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter relating to or occurring on or about the Property, regardless of cause, unless due solely to negligence of any of the Indemnified Parties; (b) the obligations specified in paragraphs 8 and 8.1; and (c) the existence or administration of this Easement. Grantee agrees to hold harmless, indemnify, and defend Grantor from any and all liabilities, injuries, losses, damages, judgments, costs, expenses of every kind, and fees, including reasonable attorney's fees actually incurred, Grantor may suffer or incur as a result of or arising out of the negligent act or omission of Grantee or Grantee's representatives, or other actions by Grantee or Grantee's representatives other than as expressly permitted by this Easement.

**8.3 Transfer Fee.** Upon each successive title transfer of the Property (or any part thereof), a transfer fee equal to 1% of the Fair Market Value of that part transferred shall be paid at time of closing to Grantee for the establishment and continuation of the easement monitoring fund. This transfer fee shall constitute a lien against the Property until paid. The Transfer Fee shall not apply to any transfer to direct descendants of the original Grantor or to any legal entity set up for the benefit of the original Grantor.

**9. Extinguishment.** If circumstances arise in the future such as to render the purposes of this Easement impossible or impractical to accomplish, this Easement may only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which the Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Iowa law at that time, in accordance with paragraph 9.1.

**9.1 Proceeds** This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Paragraph 9, the Parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by this Easement (minus any increase in value attributable to improvements made after the date of this grant) by the ratio of the value of this Easement at the time of this grant to the value of the Property, without deduction for the value of this Easement, at the time of this Grant. The values at the time of this grant shall be those used to calculate the charitable contribution if any for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Code, and applicable regulations. The value of this Easement, as thus calculated, is intended to be the amount determined under the "before and after" method of said regulations, without reduction for any amount that may not produce an income tax benefit to Grantor on account, for example, of the receipt of bargain sale proceeds or the applicable percentage limitations on charitable contributions. For the purposes of this paragraph, once calculated, the ratio of the value of this Easement to the value of the Property unencumbered by this Easement shall remain constant.

**9.2 Condemnation**. If all or any of the Property shall be taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of their interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting from the taking or in lieu purchase. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Except as otherwise may be provided by applicable law, Grantor and Grantee agree that Grantee's share of the balance of the amount recovered shall be an amount determined by multiplying the balance (excluding compensation properly allocable to improvements constructed by Grantor after the date of this Easement, all of which shall be paid to Grantor) by the constant fraction, as determined under paragraph 9.1 above.

**10. Assignment**. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Code and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under Section 457A of the Code of Iowa (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance, continue to be observed.

**10.1 Executory Limitation**. If Grantee shall cease to exist or to be a qualified organization under Section 170 (h) of the Code or to be authorized to acquire and hold conservation easements under Iowa law, and a prior assignment is not made pursuant to paragraph 10, then Grantee's rights and obligations under this Easement shall become immediately vested in The Nature Conservancy. If The Nature Conservancy is no longer in existence at the time the rights and obligations under this Easement would otherwise vest in it, or if The Nature Conservancy is not qualified or authorized to hold conservation easements as provided with respect to assignments pursuant to paragraph 10, or if it shall refuse such rights and obligations, then the rights and obligations of this Easement shall vest in such organization as a court of competent jurisdiction shall direct pursuant to applicable

Iowa law and with due regard to the requirements for an assignment pursuant to paragraph 10. Should no qualified charitable organization desirable to the Grantor be in existence, this easement may be assigned or transferred to a unit of government.

**11. Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

**12. Estoppel Certificates.** Upon request by Grantor, Grantee shall, within twenty (20) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

**13. Notices.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantors:

Matthew and Elizabeth McQuillen
18936 Shooting Star Road
Anamosa, IA 52205

To Grantee:

President, Iowa Natural Heritage Foundation
505 Fifth Ave., Suite #444
Des Moines, IA 50309-2321
Phone (515)288-1846

Or to such other address as a party may designate by written notice to the other.

**14. Effective Date.** Grantor and Grantee intend that the restrictions arising hereunder take effect on the day and year this Conservation Easement is recorded in the official records of Delaware County, Iowa, after all required signatures have been affixed hereto. This Easement shall be timely recorded. Grantee may re-record this instrument or record any other instrument at any time as may be required to preserve its rights in this Easement.

**15. General Provisions.**

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Iowa.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to effect the purposes of this Easement and the policy and purposes of Chapter 457A of the Code of Iowa. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render that provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Paragraph 16.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Joint Obligation. The obligations imposed by this Easement upon Grantor shall be joint and several.

(g) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

(h) Termination of Rights and Obligations. A party's rights and obligations under this Easement shall terminate upon transfer of that party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(i) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(j) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

**16. Amendments**. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free jointly to amend this Easement; provided that no amendment shall be allowed that would affect the qualification of this Easement or the status of Grantee under any applicable laws, including Chapter 457A of the Code of Iowa and Section 170 (h) of the Code. No amendment shall permit additional residences on the Property beyond those permitted on the effective date of this Easement, and any amendment shall be consistent with the purpose of this Easement and shall not affect its perpetual duration. Any such amendment shall be signed by Grantor and Grantee and recorded in the official records of Delaware County, Iowa.

**17. Environmental Compliance**.

(a) Remediation. If, at any time, there occurs or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefore.

(b) Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an owner or operator with respect to the Property within the meaning of the Comprehensive Environmental Response Compensation, and Liability act of 1980, as amended (hereinafter referred to as "CERCLA"), and any corresponding state statutory laws.

(remainder of page intentionally left blank)

**IN WITNESS WHEREOF**, Grantor and Grantee have executed this Deed of Conservation Easement on this 19 day of December, 2014.

**GRANTORS**

Matthew G. McQuillen

Elizabeth A. McQuillen

**GRANTEE** IOWA NATURAL HERITAGE FOUNDATION

By: Joseph A. McGovern, President

**GRANTOR ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF JONES

This instrument was acknowledged before me on December 19, 2014, by Matthew G. McQuillen.

Notary Public

ERIN VAN WAUS
Commission Number 766123
My Commission Expires
1/4/2017

STATE OF IOWA, COUNTY OF JONES

This instrument was acknowledged before me on December 19, 2014, by Elizabeth A. McQuillen.

Notary Public

ERIN VAN WAUS
Commission Number 766123
My Commission Expires
1/4/2017

**GRANTEE ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF Polk

This instrument was acknowledged before me on December 19, 2014, by Joseph A. McGovern as President of the Iowa Natural Heritage Foundation.

Notary Public

ERIN VAN WAUS
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## EXHIBIT A

Legal Description

All that part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty Five (25) that lies West of the Maquoketa River except commencing at a point two hundred forty four and thirty two one-hundredths (244.32) feet South and five hundred seven and nine one-hundredths (507.09) feet East of the Northwest corner of said Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4), and running thence South 10° 28' 20" West five hundred ninety five and thirty one one-hundredths (595.31) feet, thence South 86° 29' 40" East two hundred seven and seventy one one-hundredths (207.71) feet, thence North 37° 10' 20" East seven hundred ten (710.0) feet along the center of the Maquoketa River, thence North 86° 29' 40" West five hundred twenty nine and twelve one-hundredths (529.12) feet to the point of beginning, and the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty Six (26), and the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty Five (35), and all that part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty Six (36) which lies West of the Maquoketa River and North of the Wild Cat and Table Rock Road, all in Township Eighty Seven (87) North, Range Four (4), West of the Fifth P.M., and the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty Five (35), all in Township Eighty Seven (87) North, Range Four (4), West of the Fifth P.M., Delaware County, Iowa.

**EXHIBIT B**
OWNER ACKNOWLEDGEMENT OF CONDITION

Matthew G. McQuillen and Elizabeth A. McQuillen and the Iowa Natural Heritage Foundation agree that the following Baseline Data is an accurate representation of the protected Property at the time of the transfer.

**GRANTORS**

Matthew G. McQuillen

Elizabeth A. McQuillen

**GRANTEE IOWA NATURAL HERITAGE FOUNDATION**

By Joseph A. McGovern, President

**GRANTOR ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF JONES

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1/4/2017

**GRANTEE ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF POLK

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Notary Public

ERIN VAN WAUS
Commission Number 766123
My Commission Expires
1/4/2017

**Exhibit B**
**Baseline Data**

**Including:**

1. Conservation Values Description:
   The 139-acre McQuillen Property is located approximately two miles south of Hopkinton in Sections 25, 26 and 35, Township 87 North, Range 4 West, in Delaware County, Iowa. The Property is situated in the southeast portion of the Iowan Surface landform region. The Iowan Surface is characterized by gently rolling terrain and glacial boulders. The Property is located close to the western boundary of the East Central Iowa Drift Plain landform region. This landform is characterized by level upland divides, steeply rolling hillsides and lowland valley floors. The well-defined dendritic network of drainages in this landform hosts many streams and rivers. The Property is a good representation of this landform with its rolling topography and well-defined drainages. The McQuillen Property is located in the Maquoketa River Watershed. The Maquoketa River is currently listed as impaired on Iowa's 2012 Section 303(d) list as required by the Federal Clean Water Act.

   The Property supports a range of natural habitat communities including reconstructed prairie and upland woodland. These habitats support a diverse mix of wildlife species which provide ecological services, quiet enjoyment and recreational opportunities. In addition to the wildlife values, the Property provides water quality benefits and scenic beauty. The dominant natural habitat on the McQuillen Property consists of mature upland woodlands, interspersed with limestone outcroppings. Some of the most common tree species in the woodland are Black walnut, Shagbark hickory, Hackberry, Black cherry, American elm, White ash, American basswood, Red oak, White oak and Bur oak.

   There is approximately 30 acres of "permitted working agricultural land" on the Property, of which has been planted to native prairie and trees. The reconstructed prairie is a moderately diverse mix of native grasses and forbs. The prairie on the Property provides habitat for grassland birds, small mammals, insects, reptiles and amphibians. The prairies extensive, deep root system helps prevent erosion, slows runoff and improves the water quality of the Maquoketa River.

   The Conservation Easement is intended to limit agricultural practices such as tillage, fertilization and chemical application that may cause significant soil erosion or contribute to the impairment of water quality in the Maquoketa River and its watershed. The Conservation Easement allows for production agriculture or horticulture crops that do not require intense annual soil disturbance. There will be a

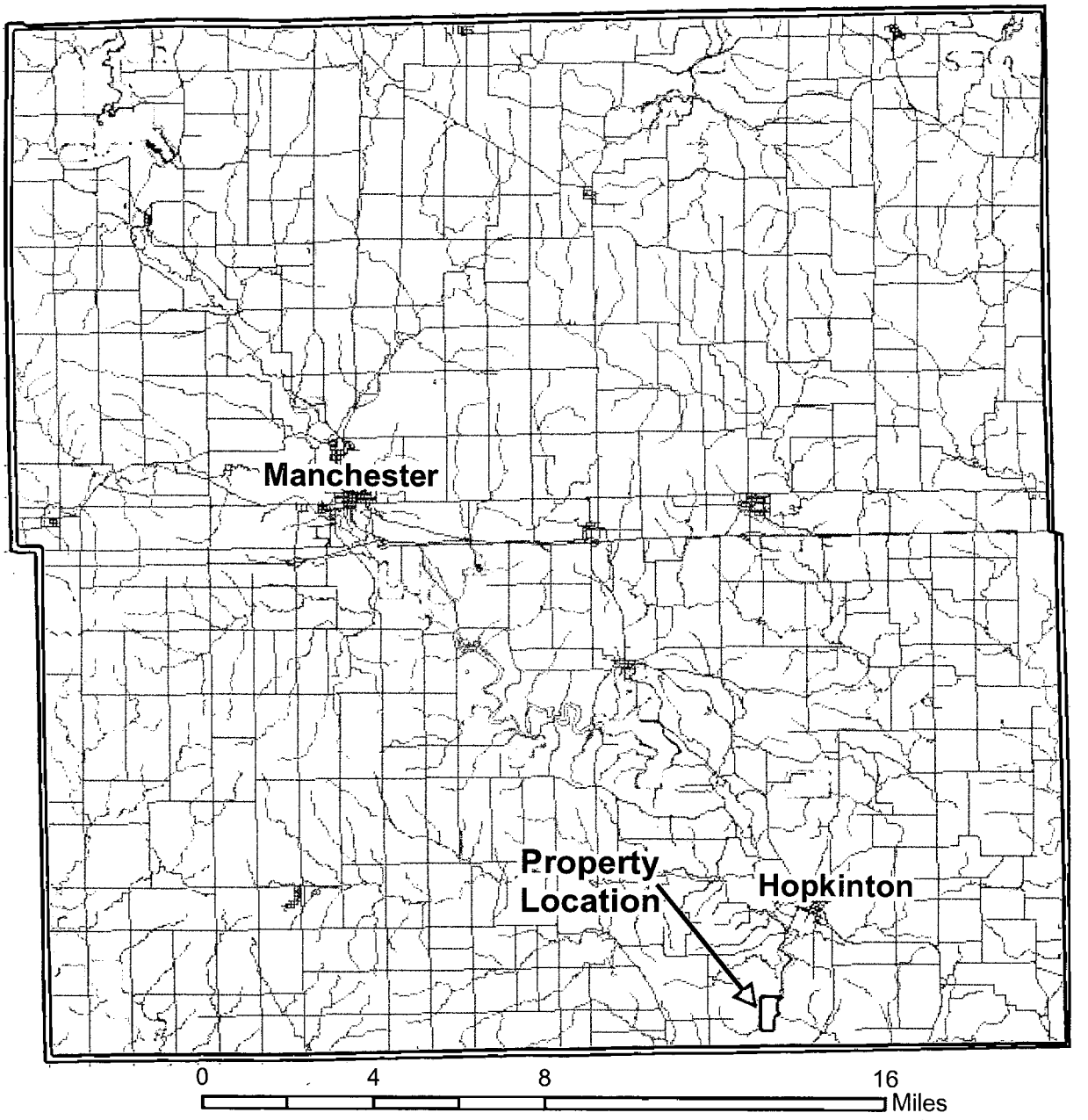
preference for crops and grass cover that provide soil stabilization benefits, including but not limited to, alfalfa, grass, vegetables, fruit, and nuts. The planting of corn and/or soybeans is prohibited on the Property with the exception when they are planted for food plots in designated areas referred to as "permitted working agricultural lands".

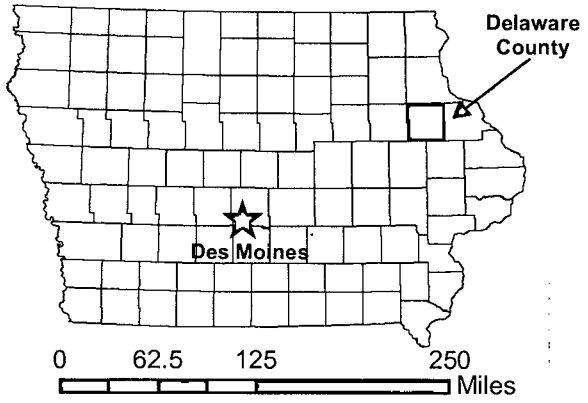
The McQuillen Property is situated near several publicly protected natural areas, the nearest being the 43-acre Hardscrabble Wildlife Area. Hardscrabble Wildlife Area is located less than 0.5 miles from the north boundary of the Property and is an undeveloped natural area managed by the Delaware County Conservation Board (CCB). Other publicly protected natural areas less than ten miles from the Property include the Iowa Department of Natural Resources 307-acre Brayton Memorial Forest and several areas owned and managed by the Delaware CCB, including but not limited to, the 433-acre Retz Memorial County Park and the 150-acre Shearer Wildlife Area.

The Property, with its abundant conservation values, and the associated Conservation Easement provide a fine example of permanently protecting important wildlife habitat, water quality and scenic beauty.

2. Map of Delaware County Showing the Location of the Property.
3. 2013 Aerial Photograph showing the Approximate Property Boundary.
4. USGS 1:24,000 Topographic Map Showing the Approximate Property Boundary.
5. 2013 Aerial Photograph Showing the Photo Point Locations for the Baseline Photographs.
6. 15 Pages Containing 43 Baseline Photographs taken by Erin Van Waus, Ecologist and Land Stewardship Director of the Iowa Natural Heritage Foundation, on November 5, 2014.

**Part of Exhibit B**
**Map of Delaware County Showing the Location of the Property and Public Conservation Areas**




**Legend**

- Property Location
- Public Conservation Areas
- Delaware County Roads
- Delaware County Rivers and Streams

N

Map Created by: Tylar Samuels, INHF Land Stewardship Specialist

# Part of Exhibit B
# 2013 Aerial Photograph Showing the Approximate Property Boundary




**Legend**

Approximate Property Boundary

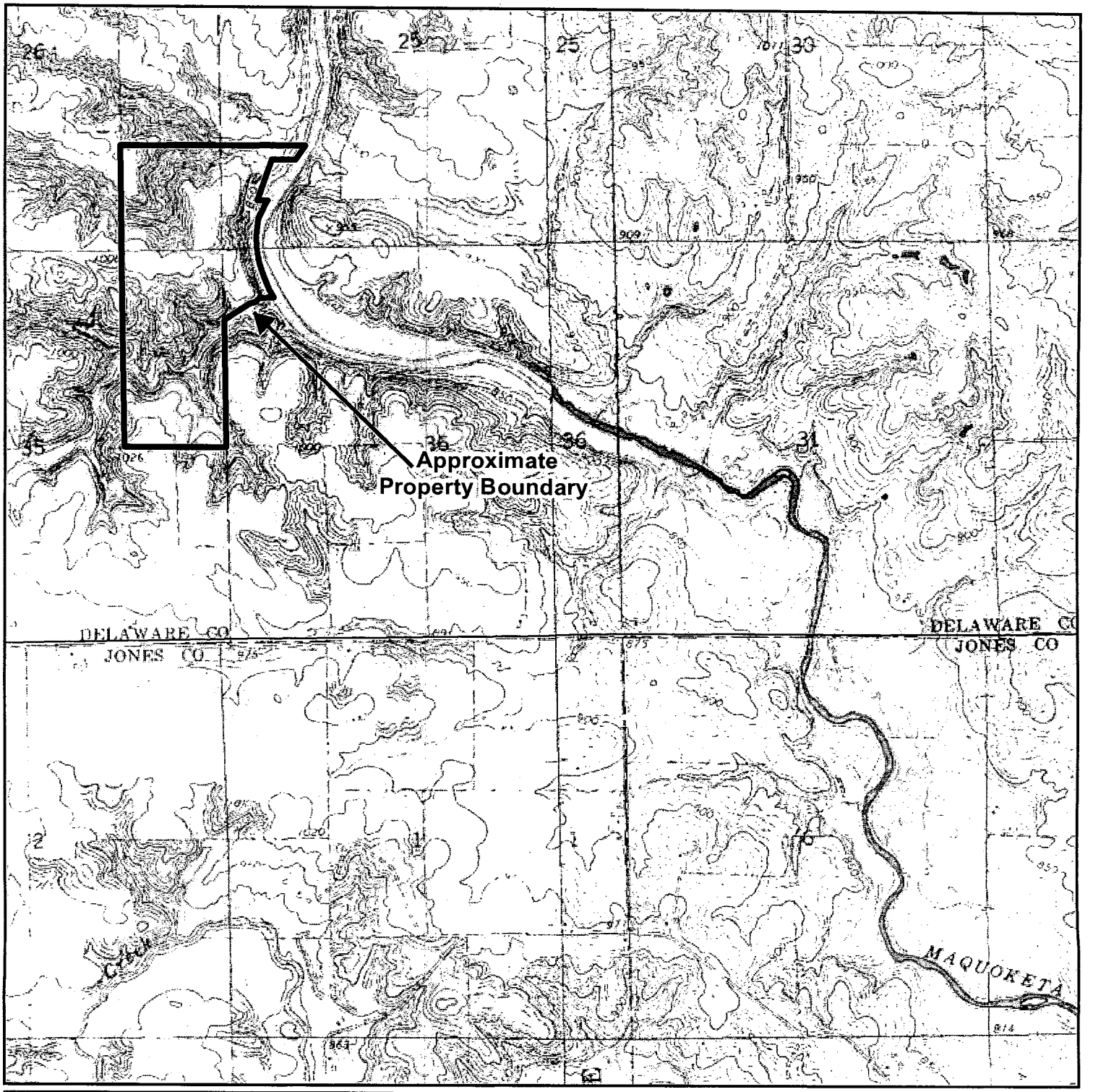
0 0.125 0.25 0.5 Miles

**UTM Coordinates**
**Zone 15 North**
**NAD 83**
**Units: Meters**

N
W E
S

**Source of USDA's NAIP 2013 Aerial: ISU's Geographic Map Server**
**Map Created by: Tylar Samuels, Land Stewardship Specialist**

# Part of Exhibit B
# USGS 1:24,000 Topographic Map Showing the Approximate Property Boundary




**Legend**

Approximate Property Boundary

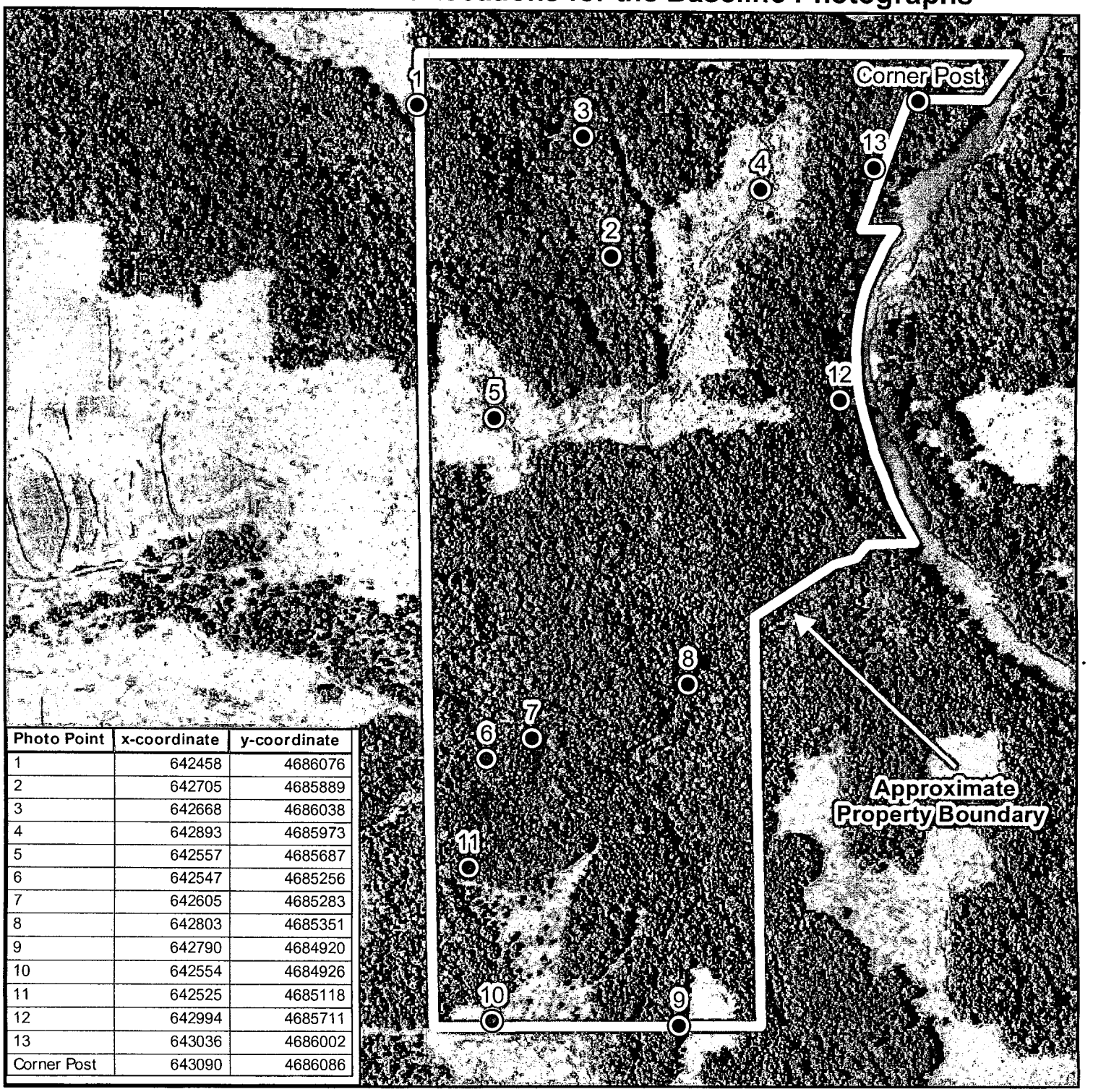
0 0.375 0.75 1.5 Miles

**UTM Coordinates**
**Zone 15 North**
**NAD 83**
**Units: Meters**

N
W E
S

Source of Topograhic Map: ISU's Geographic Map Server
Map Created by: Tylar Samuels, Land Stewardship Specialist

# Part of Exhibit B
## 2013 Aerial Photograph Showing the Approximate Property Boundary and the Photo Point Locations for the Baseline Photographs




| Photo Point | x-coordinate | y-coordinate |
|---|---|---|
| 1 | 642458 | 4686076 |
| 2 | 642705 | 4685889 |
| 3 | 642668 | 4686038 |
| 4 | 642893 | 4685973 |
| 5 | 642557 | 4685687 |
| 6 | 642547 | 4685256 |
| 7 | 642605 | 4685283 |
| 8 | 642803 | 4685351 |
| 9 | 642790 | 4684920 |
| 10 | 642554 | 4684926 |
| 11 | 642525 | 4685118 |
| 12 | 642994 | 4685711 |
| 13 | 643036 | 4686002 |
| Corner Post | 643090 | 4686086 |

**Legend**

Approximate Property Boundary

Photo Points

0 0.125 0.25 0.5 Miles

**UTM Coordinates**
**Zone 15 North**
**NAD 83**
**Units: Meters**

N W E S

**Source of USDA's NAIP 2013 Aerial: ISU's Geographic Map Server**
**Map Created by: Tylar Samuels, Land Stewardship Specialist**

**Photo point 1A**

**Magnetic Azimuth: 100°**

**Comments:**
**Standing near the northwest corner of the protected Property looking easterly. The woodland in this area of the Property contains a mix of oak tree species, American elm, Honey locust, Shagbark hickory, Hackberry and Eastern red cedar.**



**Photo point 1B**

**Magnetic Azimuth: 150°**

**Comments:**
**Standing near the northwest corner of the protected Property looking southeasterly along the west boundary line. The fenceline is located to the right of the large White oak tree shown in the photo.**

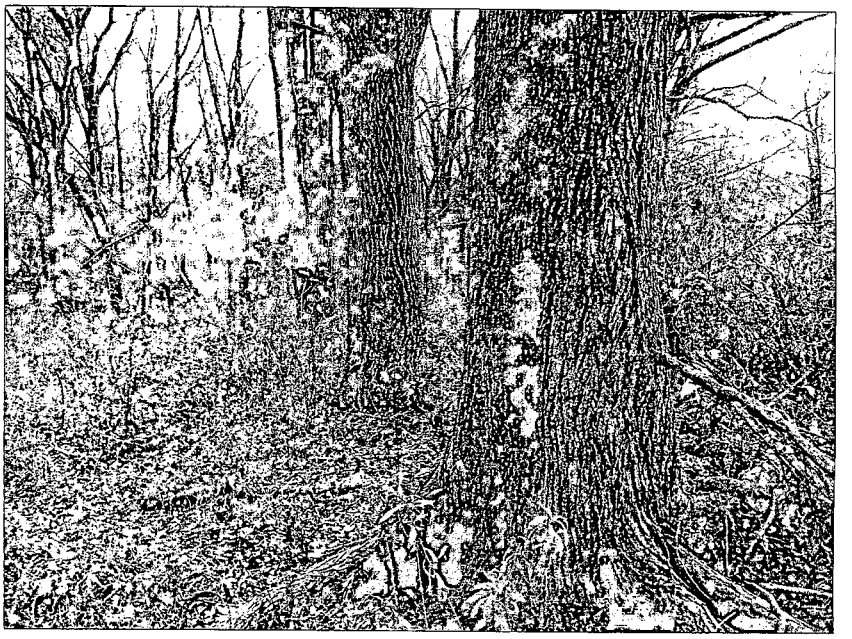


**Photo point 2A**

**Magnetic Azimuth: 40°**

**Comments:**
**This photo was taken looking northeasterly from an interior point on the protected Property. The woodland in this area contains similar tree species as those mentioned in Photo point 1A.**

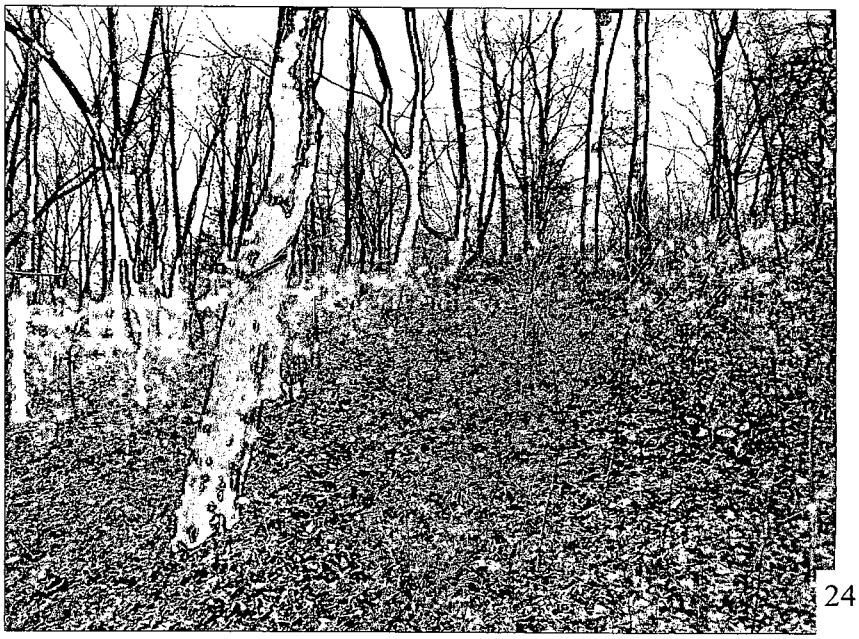


**Photo point 2B**

**Magnetic Azimuth: 190°**

**Comments:**
**Standing in the interior woodland on the protected Property looking southerly. The woodland contains a mix of oak tree species, American elm, Shagbark hickory and Hackberry, to name a few.**



**Photo point 2C**

**Magnetic Azimuth: 270°**

**Comments:**
**Looking west across one of the wooded valleys on the protected Property. The dominant tree species in this photo include Shagbark hickory and Hackberry. One of the existing logging roads is located in the valley floor of this photo. Recent permitted logging activities had taken place on the protected Property.**

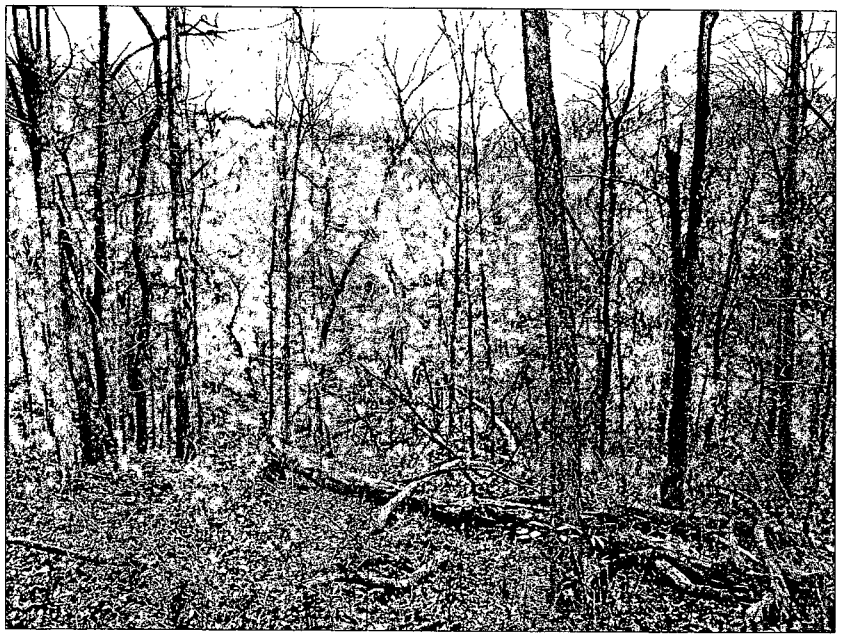


**Photo point 2D**

**Magnetic Azimuth: 330°**

**Comments:**
**Looking northwesterly across one of the large woodlands on the protected Property. The dominant tree species include Hackberry, Shagbark hickory, and Red oak.**

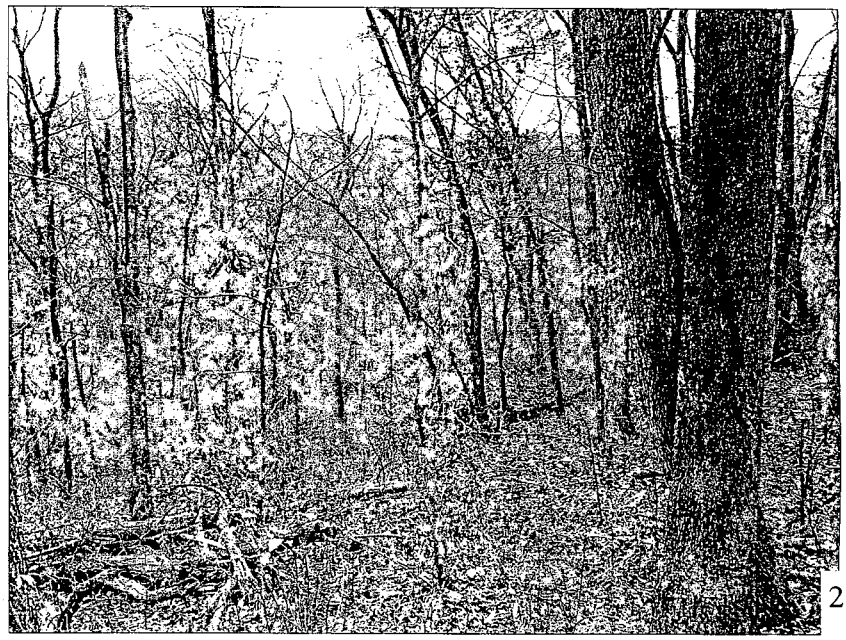


**Photo point 3A**

**Magnetic Azimuth: 150°**

**Comments:**
**Looking southeasterly across the woodland while standing on one of the many large rock outcroppings on the protected Property. The dominant tree species in this area include Black walnut, Red oak, White oak and Shagbark hickory.**



**Photo point 3B**

**Magnetic Azimuth: 235°**

**Comments:**
**Looking southwesterly while standing on top of a rock outcropping on the protected Property. One of the existing logging roads is visible in the bottom right side of the photo. The existing logging road shown in the photo was recently utilized for permitted timber harvesting activities. The landowner plans to seed areas impacted by the permitted timber harvest next spring.**



**Photo point 3C**

**Magnetic Azimuth: 270°**

**Comments:**
**Looking west towards one of the valleys on the protected Property. The photo shows one of the existing logging roads. The landowner plans to seed areas impacted by the permitted timber harvest activities next spring.**

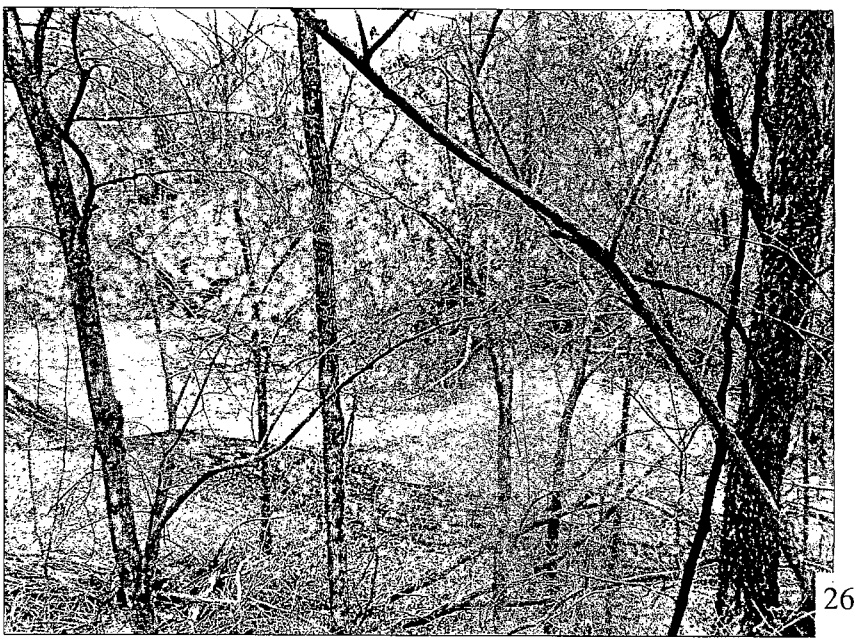


**Photo point 4A**

**Magnetic Azimuth: 20°**

**Comments:**
**Standing in a Conservation Reserve Program (CRP) field looking northerly. The protected Property boundary is located approximately in the center of the wooded valley in the center mid-ground of the photo.**

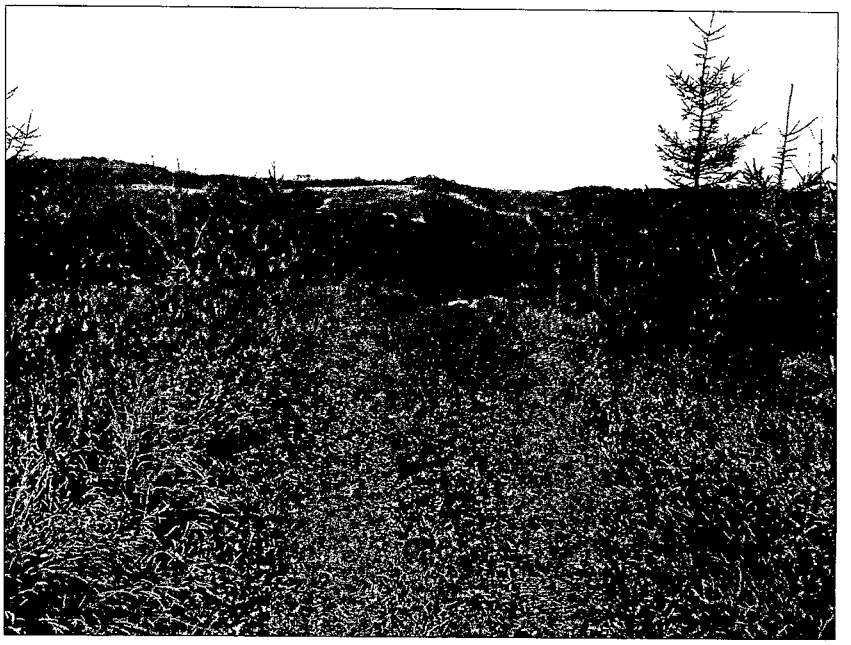


**Photo point 4B**

**Magnetic Azimuth: 120°**

**Comments:**
**Looking southeasterly across the CRP field. The dominant vegetation in the CRP field is Smooth brome interspersed with planted pine and oak trees. This photo was taken looking towards an active bald eagle nest that is located on the protected Property.**



**Photo point 4C**

**Magnetic Azimuth: 205°**

**Comments:**
**Looking southwesterly down an existing lane on the protected Property. The vegetation in this area consists of Smooth brome and a variety of planted pine trees, including Eastern red cedar.**

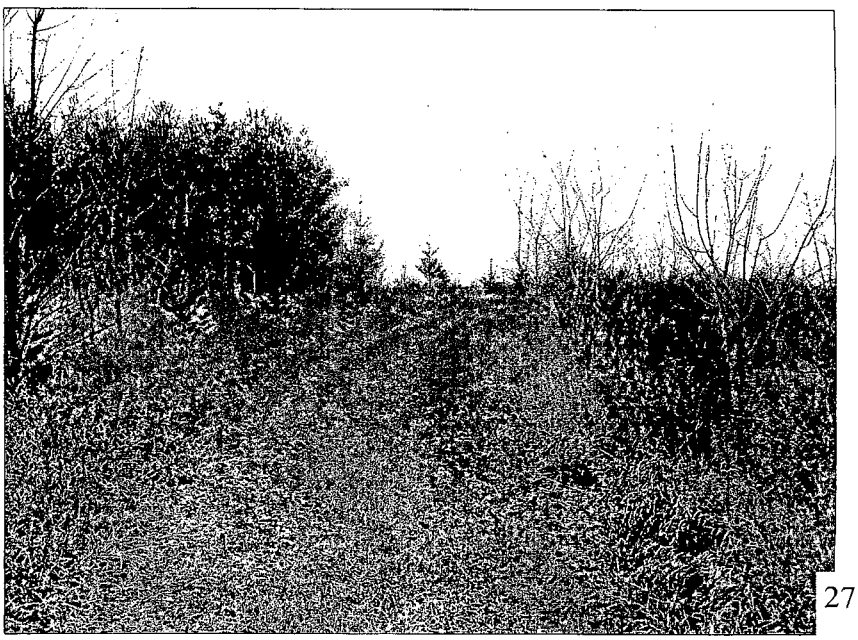


**Photo point 4D**

**Magnetic Azimuth: 295°**

**Comments:**
**Standing in an open CRP field looking northwesterly. The dominant vegetation in this area is Smooth brome interspersed with a variety of planted oak and pine trees. This area was part of a direct tree seeding.**

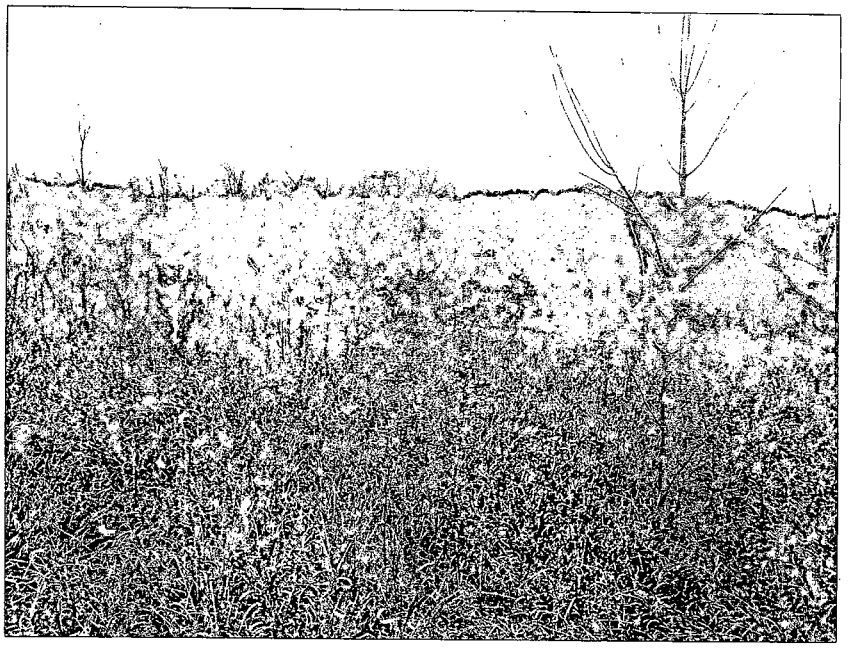


**Photo point 5A**

**Magnetic Azimuth: 320°**

**Comments:**
**Looking northwesterly while standing in an open field. The dominant vegetation in this area consists of Smooth brome and a mix of planted pine and oak trees.**

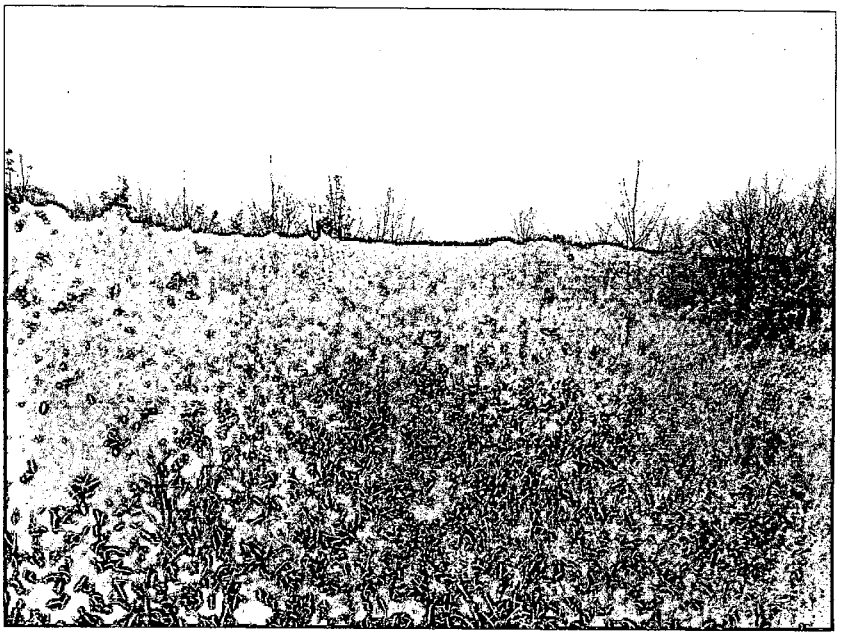


**Photo point 5B**

**Magnetic Azimuth: 105°**

**Comments:**
**Looking easterly across an open field on the protected Property. All the area shown in the photo is part of the Property. The green area shown in the photo indicates one of the existing trails on the protected Property.**

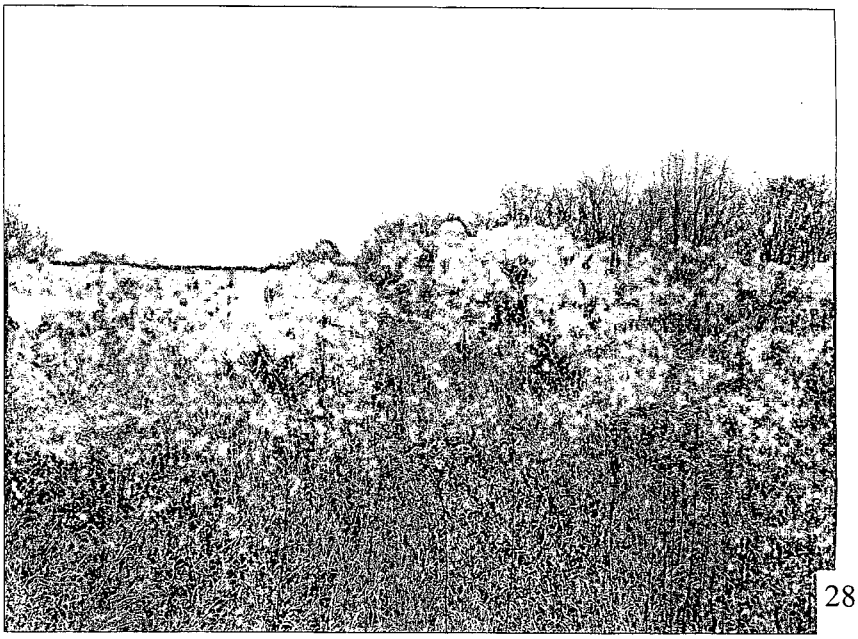


**Photo point 5C**

**Magnetic Azimuth: 245°**

**Comments:**
**Standing in an open field looking southwesterly towards the west boundary of the protected Property. The vegetation in the foreground of the photo is part of the protected Property. The green field in the background of the photo is not part of the Property.**

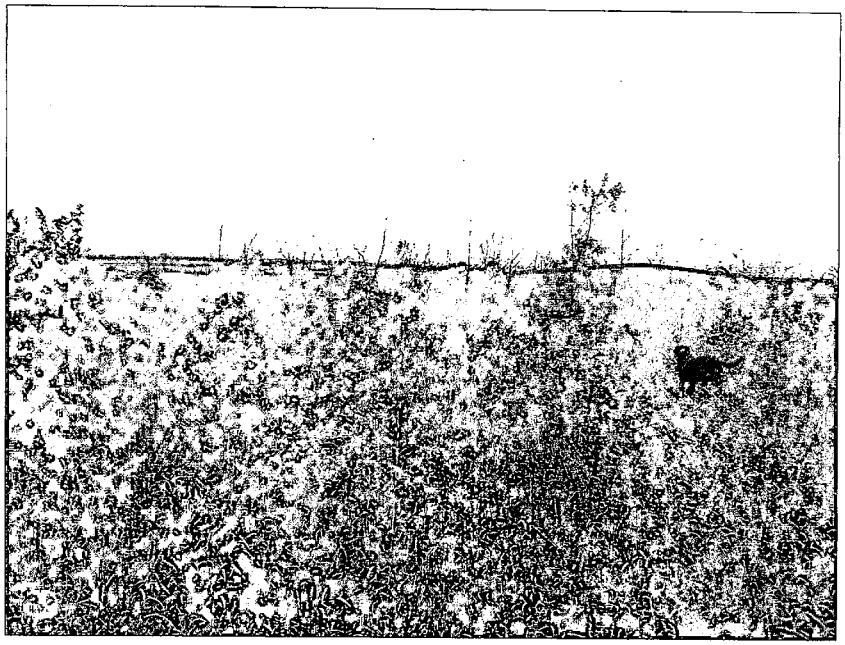


**Photo point 6A**

**Magnetic Azimuth: 40°**

**Comments:**
**This photo was taken looking northeasterly up a ridge. The area shown in the photo is all part of the protected Property.**

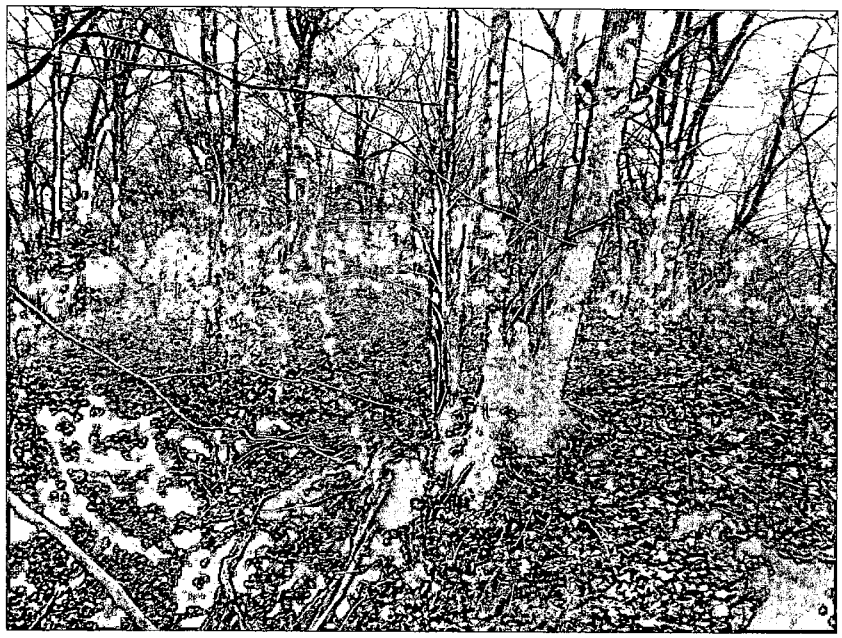


**Photo point 6B**

**Magnetic Azimuth: 90°**

**Comments:**
**This photo was taken looking east on the interior of the protected Property. There are a variety of tree species in this area, including but not limited too, Black cherry, Ironwood, and Hackberry.**



**Photo point 6C**

**Magnetic Azimuth: 175°**

**Comments:**
**This photo was taken looking almost directly south. The photo shows one of the rock outcroppings, a common feature throughout the protected Property.**



**Photo point 6D**

**Magnetic Azimuth: 335°**

**Comments:**
**Looking northwesterly down into a valley on the protected Property. One of the existing logging roads on the Property is visible in the photo, as well as one of the rock outcroppings. This photo was taken looking down into the valley towards one of the existing logging roads.**



**Photo point 7A**

**Magnetic Azimuth: 65°**

**Comments:**
**This photo was taken looking northeasterly on the interior of the timber. The photo shows an existing logging road on the protected Property. The logging road had recently been used for permitted timber harvest activities. The landowner plans to seed any areas impacted by the timber harvesting.**



**Photo point 7B**

**Magnetic Azimuth: 160°**

**Comments:**
**Looking southerly across the valley on the protected Property. Visible in the center of the photo is a cave. The photo shows the results of recent permitted timber harvesting activities on the Property. The landowner plans to seed any areas impacted by the logging next spring.**



**Photo point 7C**

**Magnetic Azimuth: 260°**

**Comments:**
**Standing in the interior of the protected Property looking westerly. The photo is representative of the overall protected Property, with the rock outcroppings and woodland plant community.**

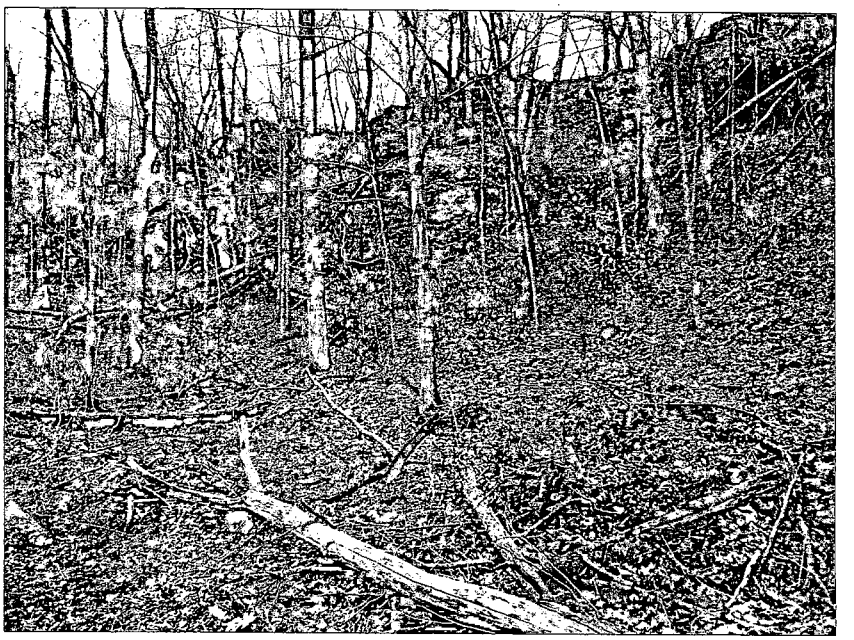


**Photo point 7D**

**Magnetic Azimuth: 0°**

**Comments:**
**This photo was taken looking north from an interior point on the protected Property. There is a variety of tree species in this area, including but not limited too, Black walnut, Hackberry, and Ironwood.**

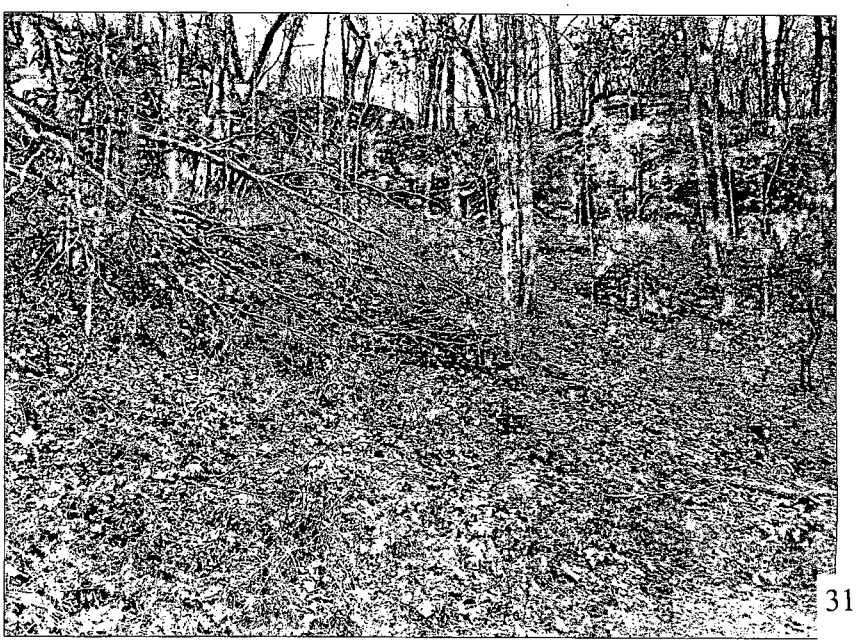


**Photo point 8A**

**Magnetic Azimuth: 40°**

**Comments:**
**Looking northeasterly from an interior point on the protected Property. A 2-track cement logging road is visible in the background of the photo, extending from the base of the hill to the top. The foreground of the photo shows a creek bed. The logging road extends down to the creek bed in this photo.**

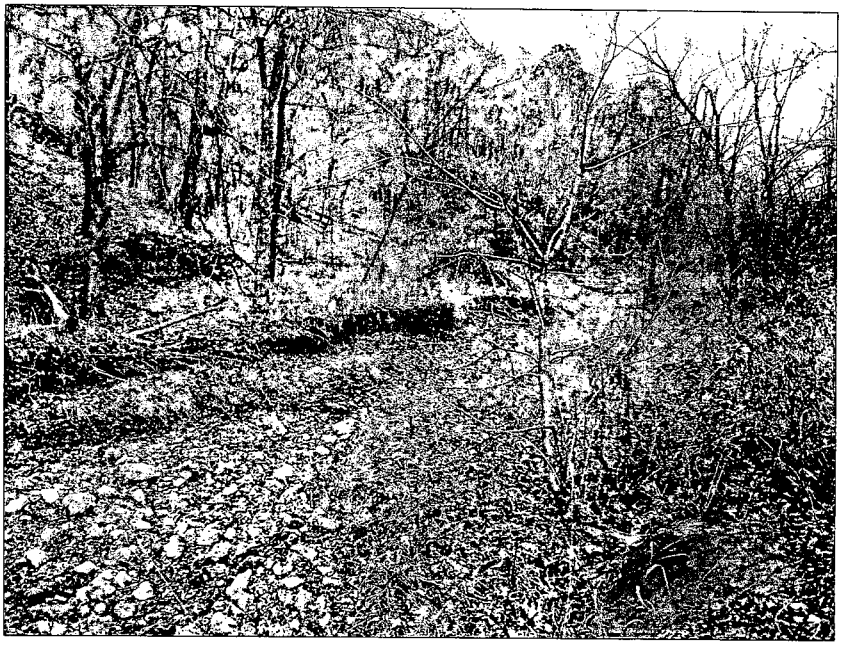


**Photo point 8B**

**Magnetic Azimuth: 140°**

**Comments:**
**This photo was taken looking southeasterly along an existing logging road on the protected Property.**



**Photo point 8C**

**Magnetic Azimuth: 230°**

**Comments:**
**This photo was taken looking southwesterly along an existing logging road on the protected Property. The landowner is going to plant seed next spring on the logging roads impacted by the recent permitted timber harvesting activities.**

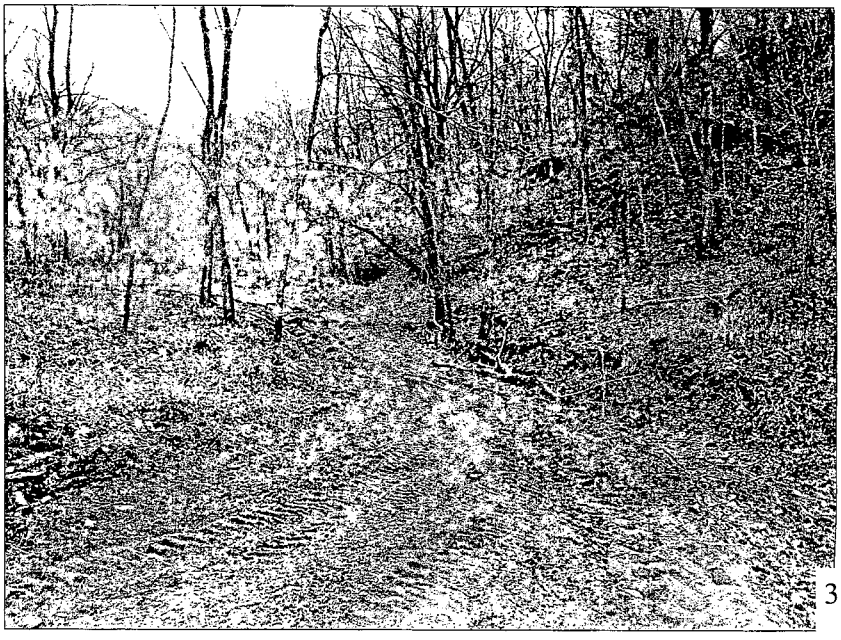


**Photo point 8D**

**Magnetic Azimuth: 315°**

**Comments:**
**Looking northwest from an interior point on the protected Property. The photo shows a large limestone rock outcropping, a common geologic feature throughout the Property.**

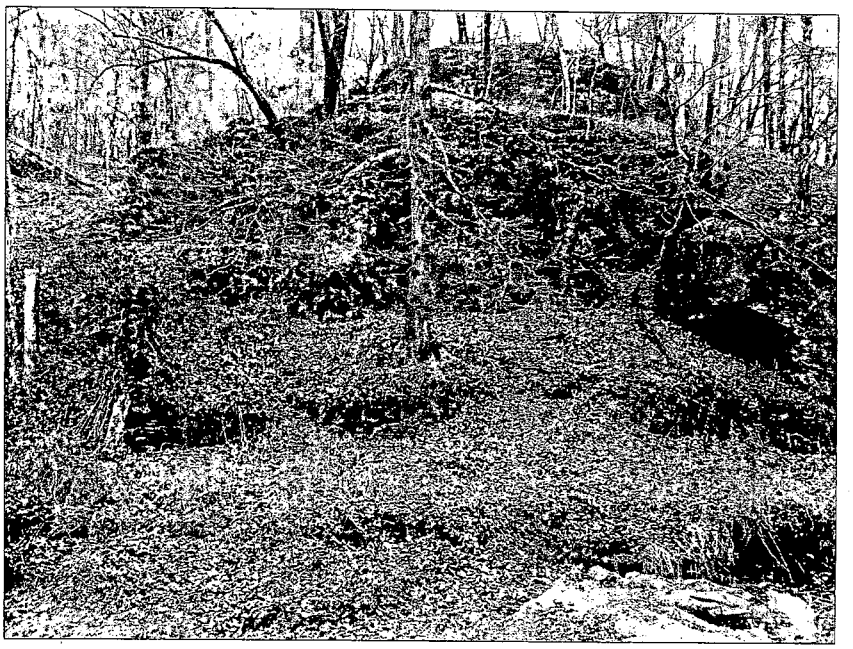


**Photo point 9A**

**Magnetic Azimuth: 25°**

**Comments:**
**This photo was taken looking northerly from the south boundary of the protected Property. The photo shows one of the CRP fields on the Property.**

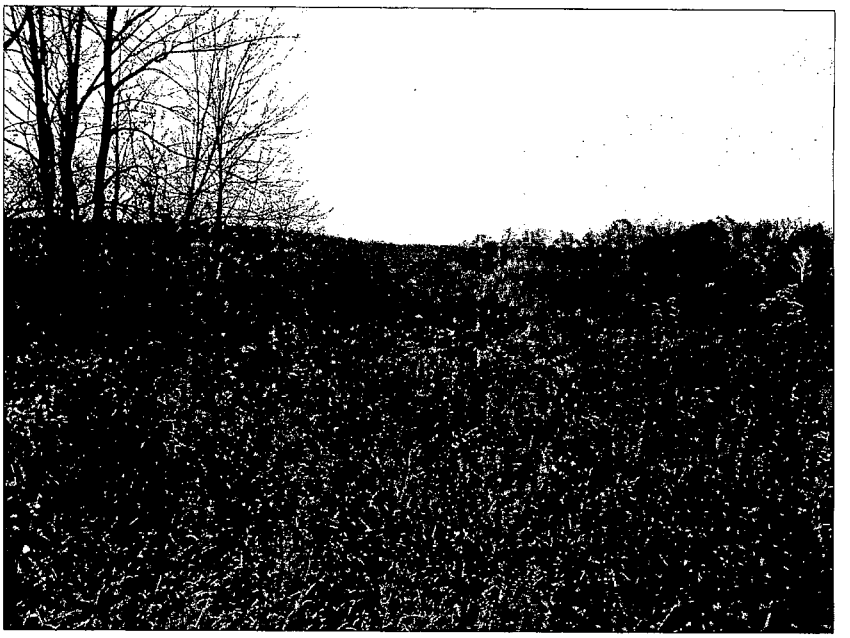


**Photo point 9B**

**Magnetic Azimuth: 90°**

**Comments:**
**This photo was taken looking northeasterly along the south boundary of the protected Property. The photo shows one of the CRP fields on the Property.**



**Photo point 9C**

**Magnetic Azimuth: 280°**

**Comments:**
**Looking westerly along the south boundary of the protected Property. The photo was taken standing on the border of one of the permitted "Working Agricultural Lands" fields, as shown in Exhibit C.**



**Photo point 10A**

**Magnetic Azimuth: 0°**

**Comments:**
**This photo was taken along the south boundary looking north into the protected Property. The CRP field in the foreground and trees in the background of the photo are part of the Property.**

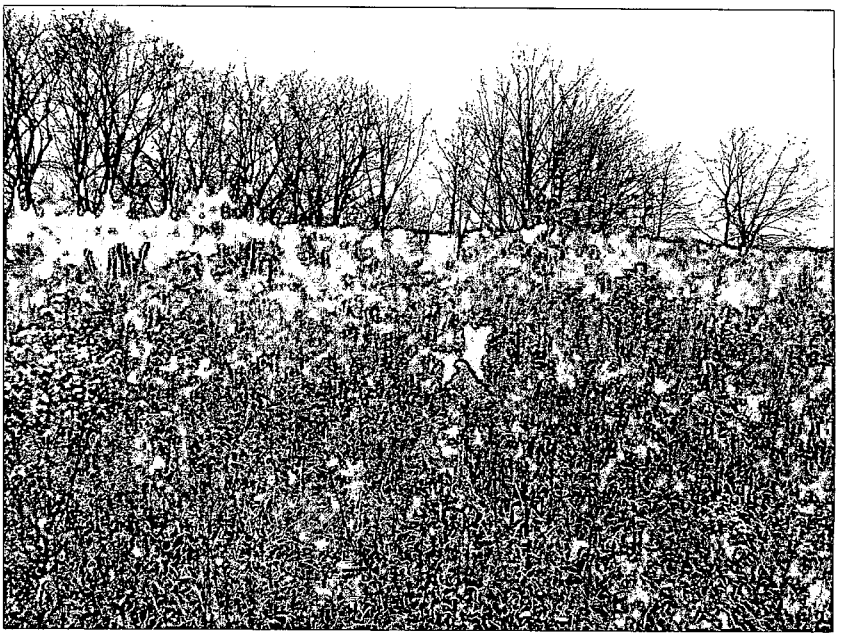


**Photo point 10B**

**Magnetic Azimuth: 90°**

**Comments:**
**This photo was taken looking east along the south boundary of the protected Property. The boundary fence is visible in the far right side of the photo. The area to the left of the fence is part of the protected Property.**

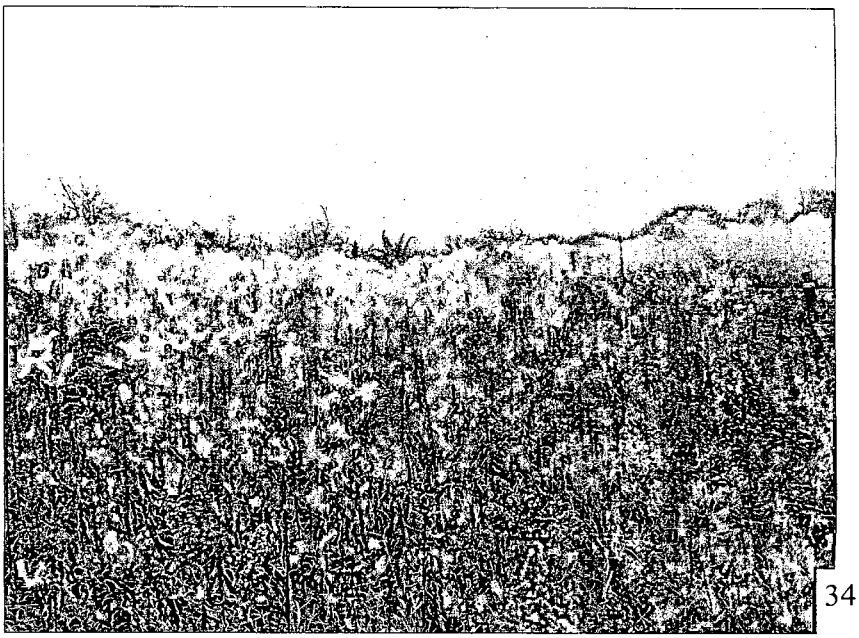


**Photo point 10C**

**Magnetic Azimuth: 300°**

**Comments:**
**Standing along the south boundary looking northwesterly. The CRP field and trees shown in the photo are part of the protected Property. There is a pasture area in the far background of the photo that is not part of the Property.**

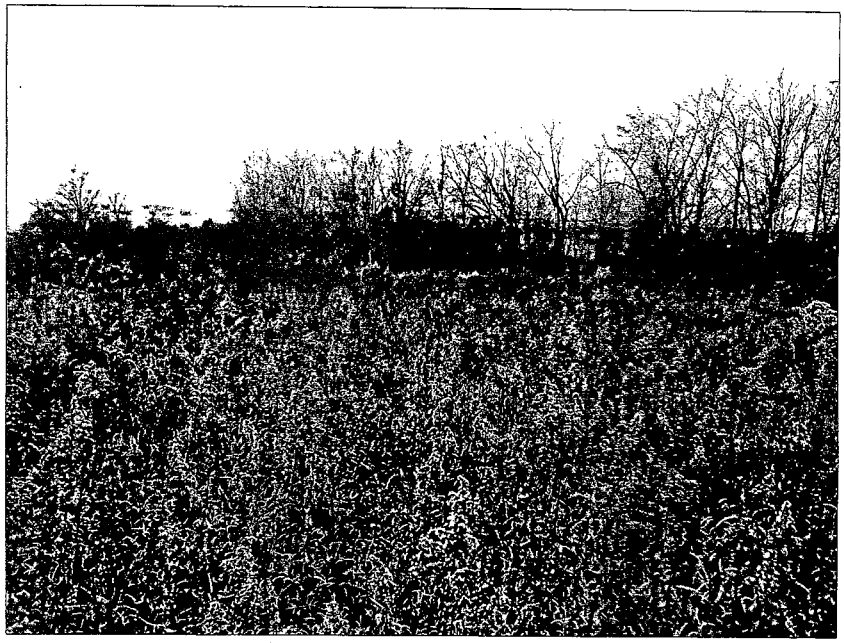


**Photo point 11A**

**Magnetic Azimuth: 65°**

**Comments:**
**This photo was taken looking northeasterly standing at an interior point on the protected Property. The entire area shown in the photo is part of the Property. The woodland consists of a variety of oak tree species, Black walnut, Ironwood, and Hackberry.**



**Photo point 11B**

**Magnetic Azimuth: 140°**

**Comments:**
**This photo was taken looking southeasterly from an interior point on the protected Property. The photo shows the woodland and one of the CRP fields on top of the hill.**



**Photo point 11C**

**Magnetic Azimuth: 240°**

**Comments:**
**Looking southwesterly towards a sinkhole on the protected Property. The photo captures a sinkhole, adding to the visual interest and unique character of the Property.**



**Photo point 11D**

**Magnetic Azimuth: 320°**

**Comments:**
**This photo was taken looking northwesterly across the large woodland on the protected Property. The photo is representative of the Property, showing the dense woodland and steep terrain.**

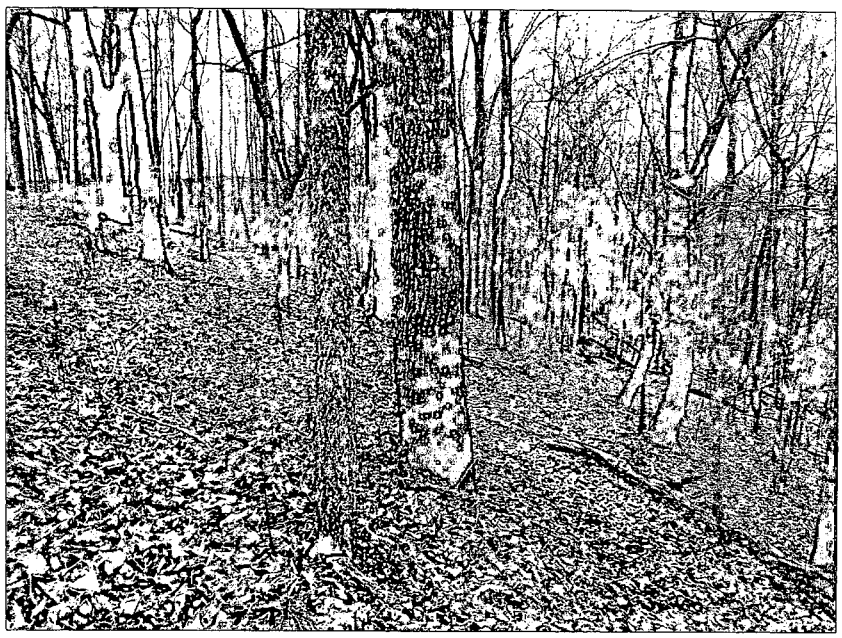


**Photo point 12A**

**Magnetic Azimuth: 0°**

**Comments:**
**This photo was taken looking north while standing along the east boundary of the protected Property. The lane shown in the photo is 275th Avenue, a public dirt road. The Maquoketa River is visible on the far right side of the photo.**



**Photo point 12B**

**Magnetic Azimuth: 170°**

**Comments:**
**This photo was taken standing along 275th Avenue looking almost directly south. The Maquoketa River is visible in the far left side of the photo. The protected Property is located to the right of the dirt road shown in the photo.**

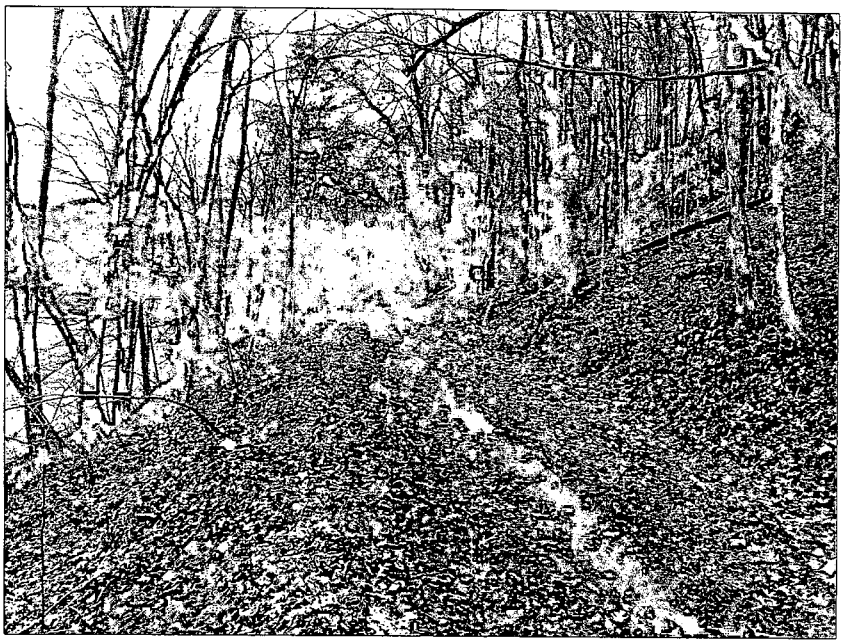


**Photo point 12C**

**Magnetic Azimuth: 230°**

**Comments:**
**Standing on 275th Avenue looking southwesterly up the steep hill. The photo shows a large rock outcropping that sits above the public road. The rock outcropping also sits above the Maquoketa River. The rock outcropping adds to the diversity of habitats, visual interest and scenic qualities of the Property.**

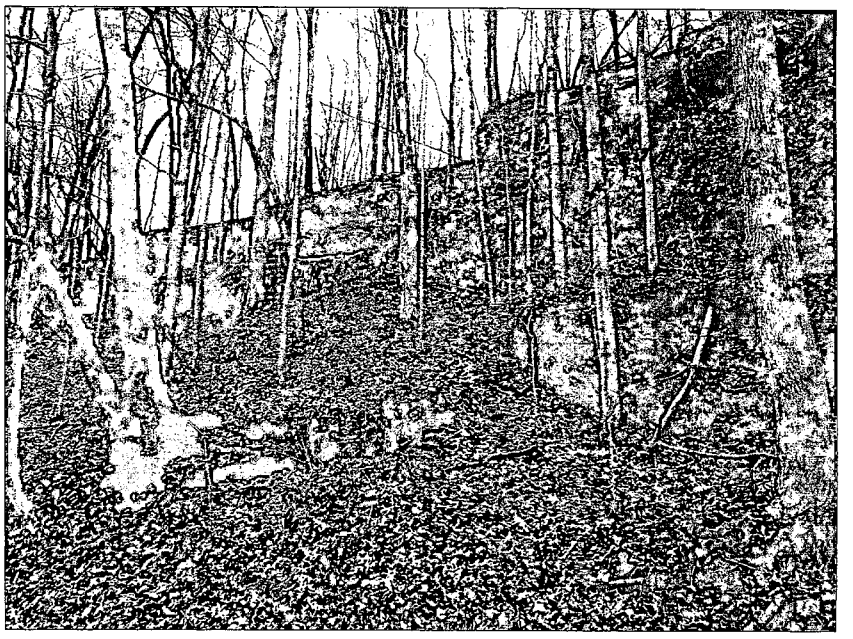


**Photo point 13A**

**Magnetic Azimuth: 235°**

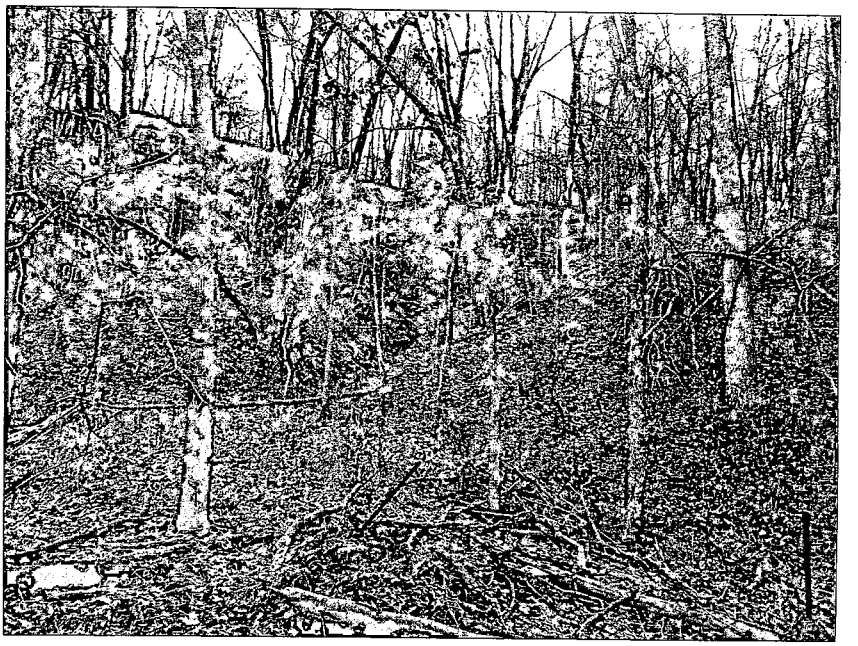
**Comments:**
**This photo was taken looking southwesterly from a boundary corner on the protected Property. The public road, 275th Avenue, is visible in the left side of the photo. The protected Property is located to the right of the public dirt road visible in the photo.**



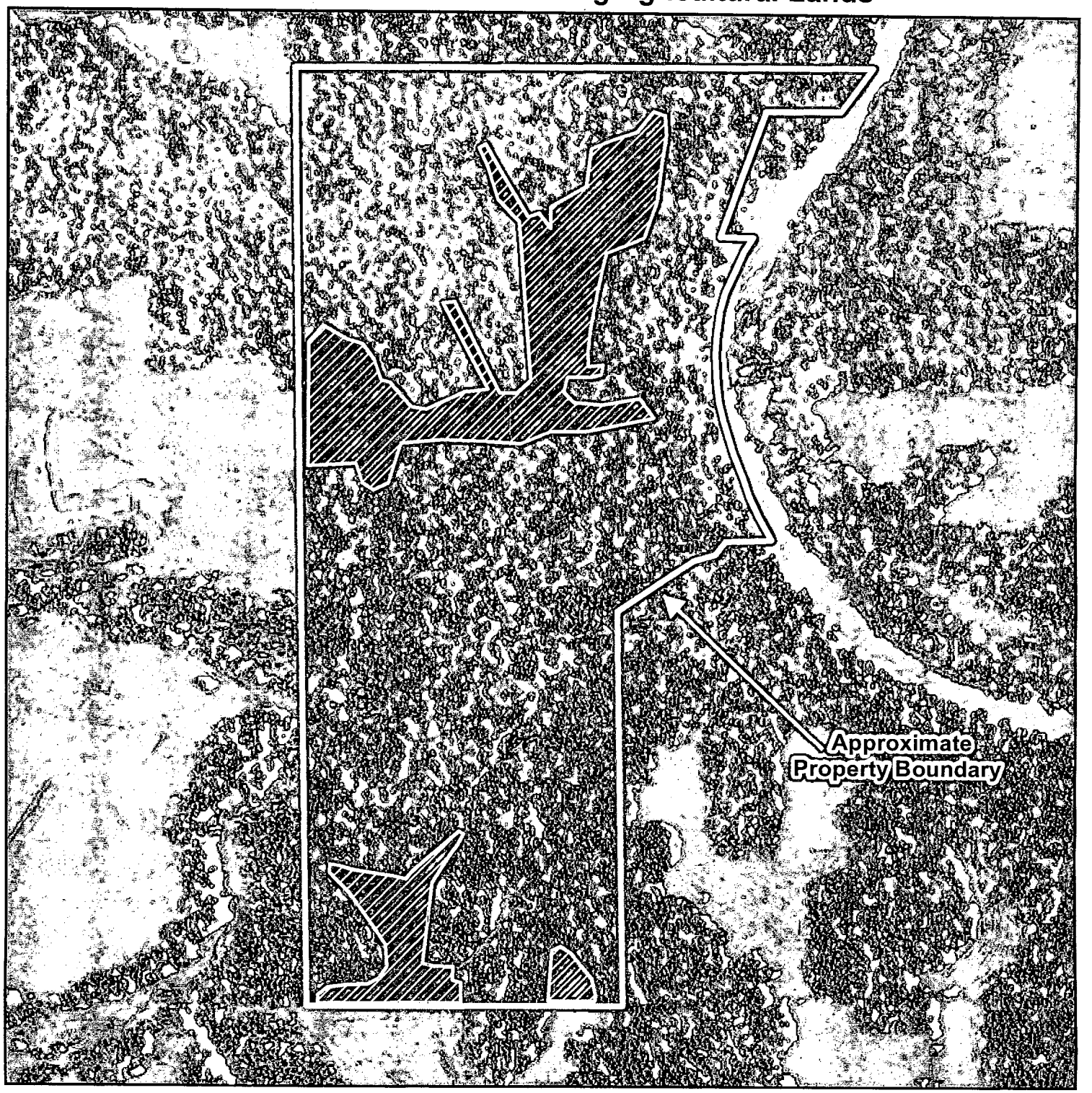
**Photo point 13B**

**Magnetic Azimuth: 285°**

**Comments:**
**This photo was taken looking westerly from a boundary corner on the protected Property. There is a Property corner post visible in the far right side of the photo. The corner post is situated on top of the hill in the trees.**



# Exhibit C
## 2013 Aerial Photograph Showing the Approximate Property Boundary and the Permitted Working Agricultural Lands




**Legend**

- Approximate Property Boundary
- Working Agricultural Lands

0 0.125 0.25 0.5 Miles

**UTM Coordinates**
**Zone 15 North**
**NAD 83**
**Units: Meters**

N
W E
S

**Source of USDA's NAIP 2013 Aerial: ISU's Geographic Map Server**
**Map Created by: Tylar Samuels, Land Stewardship Specialist**