Recorded: 11/20/2026 at 1:49:43.0 PM
County Recording Fee: $32.00
Iowa E-Filing Fee: $3.00
Combined Fee: $35.00
Revenue Tax: $0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2026 PG: 3402

Prepared by and return to:
Atty. Michael Green
MICHAEL BEST & FRIEDRICH, LLP
1000 Maine Avenue SW, Suite 400
Washington, DC 20024

GRANT OF PERMANENT ACCESS AND TEMPORARY CONSTRUCTION EASEMENT

THIS GRANT OF PERMANENT ACCESS AND TEMPORARY CONSTRUCTION EASEMENT ("Agreement"), made this the 20 day of November, 2026, by and between BJAWK, LLC, an Iowa limited liability company, having an address of 5955 Ranchero Rd Cedar Falls IA 50613 (collectively, the "Grantor"), and NATURION WEST, LLC, a Delaware limited liability company having an address of 248 Southwoods Center, Columbia, IL 62236 (the "Grantee" or "Naturion").

RECITALS

WHEREAS, Grantor owns that certain tract of land more particularly described on Exhibit A attached hereto and incorporated herein by reference ("Grantor's Property"); and

WHEREAS, that certain Conservation Easement was recorded in the records of the Recorder of Deeds for Delaware County, Iowa, on August 16, 2023 as Book 2023, Page 1940, Delaware County Recorder's Office ("Conservation Easement"), which Conservation Easement encumbers a portion of the Grantor's Property as more particularly described therein (such portion of Grantor's Property, the "Conservation Easement Area");

WHEREAS, Naturion is in the process of assuming sponsorship of the wetland and stream mitigation bank associated with the Conservation Easement, and as the sponsor of such mitigation bank, Naturion is required to construct, perform, maintain, and monitor wetland, stream and buffer restoration and mitigation work (the "Work"), as required under that certain Elk Hollow Mitigation Bank Instrument dated August 17, 2023 identified by the Army Corps of Engineers as Project No. CEMVR-OD-P-2021-01429 (the "MBI"); and

WHEREAS, in order to provide access to the Conservation Easement Area and to manage and use the Conservation Easement Area in the manner set forth in the Conservation

Easement and the MBI, Grantee desires to obtain a perpetual, non-exclusive easement for vehicular and pedestrian ingress, egress and access over and upon Grantor's Property; and

WHEREAS, in order to perform the Work, Grantee will need vehicular and pedestrian ingress, egress and regress to and over Grantor's Property to complete the Work, and Grantor desires to provide Grantee and Grantee's employees, representatives, contractors, subcontractors and invitees such access on a temporary basis to allow for the completion of such Work.

GRANT OF EASEMENTS

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals and Exhibits. The Recitals set forth above and the exhibits attached hereto are incorporated herein as if set forth at length.

2. Grant of Access Easement. Grantor does hereby grant and convey unto Grantee and Grantee's successors and assigns in and to the Conservation Easement, and to the agents, contractors, and invitees of Grantee and any such successors or assigns, a perpetual, non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access across, over and upon the Grantor's Property at such times as Grantee may require, notwithstanding anything to the contrary (hereinafter "Access Easement").

3. Grant of Temporary Construction Easement. Grantor does hereby give, grant, and convey unto Grantee, and Grantee's employees, agents, representatives, contractors, subcontractors, invitees and their successors and assigns, a temporary, non-exclusive, easement and right-of-way for vehicular and pedestrian ingress, egress and regress across, over and upon Grantor's Property to perform necessary development and construction, including the use of any staging areas and sufficient access to allow heavy equipment at such times as Grantee may require, notwithstanding anything to the contrary (hereinafter "Temporary Construction Easement"). This Temporary Construction Easement shall be in existence during the period beginning on the Effective Date and ending upon Grantee's receipt of notice from the U.S. Army Corps of Engineers that the mitigation site has met certain success criteria (the "Closeout Notice") as described in the MBI. Upon Grantee's receipt of the Closeout Notice, Grantee shall notify Grantor in writing and, upon delivery of such notification, this Temporary Construction Easement shall terminate and Grantee shall thereupon execute such further releases or easement termination documents as may be desired by Grantor, if any, to terminate this Temporary Construction Easement of record.

4. Water Use. Grantee shall have the right to use water available to the Grantor's Property whether through an existing well and pump of Grantor, from surface water running through or across Grantor's Property, or otherwise for irrigating plantings as part of the Conservation Easement, provided that Grantee shall be responsible for annual pumping costs (electrical/repair costs) related to use by Grantee and for pump replacement should it fail during use by Grantee.

5. Covenants Running with Land. All the terms, conditions, covenants and other provisions contained in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of and be enforceable by Grantor and Grantee, and their respective heirs, successors and assigns.

6. Entire Agreement. This Agreement sets forth the entire understanding of the parties regarding the matters contained herein. This Agreement may not be changed except by a written amendment executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Recorder of Deeds for Delaware County, Iowa.

7. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Iowa.

8. Severability. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

9. Non-Use. Non-use or limited use of the easement granted in this Agreement shall not prevent Grantee from later use of the Access Easement or the Temporary Construction Easement to the fullest extent authorized in this Agreement.

(Signatures appear on the following page.)

IN TESTIMONY WHEREOF, the Grantor and Grantee have hereunto set their respective hand and seal, effective as of the day and year first above written.

GRANTOR:

BJAWK, LLC
an Iowa limited liability company

By: _____
Name: Jennifer Boevers
Title: Manager

STATE OF Iowa)
) ss.
COUNTY OF Black Hawk)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Jennifer Boevers as owner / manager (title) of BJAWK, LLC, an Iowa limited liability company, personally known to me or sufficiently proven to me, to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 20th day of November, 2026.

NOTARIAL SEAL IOWA
WENDY WINTERS
COMMISSION NO. 814439
MY COMMISSION EXPIRES
12-26-2027

Wendy Winters
Signature of Notary Public

Wendy Winters
Printed Name of Notary Public
My Commission expires: 12-26-2027

[SEAL]

GRANTEE:

NATURION WEST, LLC
a Delaware limited liability company

By: Michelle Walls
Name: MICHELLE WALLS
Title: Authorized Agent

STATE OF ILLINOIS)
) ss.
COUNTY OF MONROE)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Michelle Walls as Authorized Agent of Naturion West, LLC, a Delaware limited liability company, personally known to me or sufficiently proven to me, to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 20th day of November, 2026.

OFFICIAL SEAL
ANN MURRAY
Notary Public, State of Illinois
Commission No. 991458
My Commission Expires
May 29, 2028

Ann Murray
Signature of Notary Public

Ann Murray
Printed Name of Notary Public
My Commission expires: 5-29-2028

[SEAL]

EXHIBIT A

Grantor's Property

All that part of the South one-fourth (S ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) and of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section Two (2) lying North of Iowa Highway No. 3 and West of the County Road; and the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) and the South one-half (S ½) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section Three (3); and that part of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Ten (10) lying North of the right-of-way of Iowa Highway No. 3, all in Township Ninety (90) North, Range Four (4), West of the Fifth Principal Meridian, in Delaware County, Iowa, except highways.