

Prepared by: Ross A. Baxter, Iowa Natural Heritage Foundation 505 5th Ave, Suite 444 Des Moines, IA 50309 Phone: (515) 288-1846
Return document to: Iowa Natural Heritage Foundation 505 5th Ave, Suite 444 Des Moines, IA 50309 Phone: (515) 288-1846
Tax statements to: New Skye Farm, LC, 1108 140th Ave, Murray, IA 50174

DEED OF CONSERVATION EASEMENT

2nd **THIS DEED OF CONSERVATION EASEMENT** ("Easement") is made this day of March, 2022, by and between New Skye Farm, LC, 1108 140th Ave, Murray, IA 50174 (hereinafter together with its 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 Clarke and Madison County, Iowa, which is 453 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, agricultural, and open-space values, (collectively, the "Conservation Values"), and has substantial value and potential as open space and wildlife habitat appropriate for conservation and preservation under the standards of Chapter 457A of the Code of Iowa; and

WHEREAS, the Property possesses several grassland areas with scattered prairie species that have never been tilled, which is significant given the original tallgrass prairie has been reduced to 1/10th of 1 percent in Iowa; and

WHEREAS, the property is within 4 miles of the 1,071-acre Madison County Conservation Board's Clanton Creek Recreation Wildlife Area as well as two areas of the Iowa Department of Natural Resources (DNR)'s Heritage Hills Wildlife Management Area, comprising over 1,600 acres. The preservation of the Property as wildlife habitat increases the protected land in the area and enhances the wildlife habitat value of the public land; and

WHEREAS, by encumbering the Property with this Easement, more wildlife habitat is being permanently protected which helps meet Iowa's Wildlife Action Plan (2006,

updated 2015) goal of permanently protecting an additional 2% of Iowa's wildlife habitat by the year 2030; and

WHEREAS, the majority of the Property is vegetated with perennial vegetation including reconstructed prairie, pasture and forage crops, woodland cover, ponds and wetlands, which collectively provide for excellent wildlife habitat for birds, insects, reptiles, amphibians, waterfowl, mammals, and fish; and

WHEREAS, the Property is visible from three public roads in two counties, 170th Ave, Shore Street/175th Avenue, and 180th Ave/Timber Ridge Ave and provides scenic beauty, agricultural and open-space character that the general public can enjoy from said roadsides; and

WHEREAS, protection of the Property provides public benefit by preserving the wildlife habitat, open-space, scenic beauty, and water quality of the area; and

WHEREAS, the Property is located directly north of the South River, and within said river's watershed and protection of perennial habitat positively impacts the South River watershed thereby providing significant public benefit; and

WHEREAS, 22.21 acres of the Property are permanently enrolled in the federal Wetland Reserve Program (WRP), in an agreement recorded on 9/24/1996 in BOOK 80 PAGE 242-248 of the Clarke County, Iowa Recorder's Office, and by further encumbering this area with a Conservation Easement, the terms and conditions of the WRP agreement remain in full effect and the Property will remain together under one ownership; and

WHEREAS, development of the Property would contribute to the degradation of the scenic, agricultural, and natural character of the area; 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 Documentation Report"), dated February 25, 2022; a copy of which is on file with both Grantor and Grantee. Grantor and Grantee agree that the Baseline Documentation Report 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 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 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 views for the scenic enjoyment of the public 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 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 Property as more fully described in this agreement.

Summary of Easement Provisions

1. Purpose. It is the purpose of this Easement to assure that the Property will be preserved forever in its natural, scenic, forested, agricultural 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 open-space and agricultural character of the Property; to the extent that other Conservation Values, including but not limited to wildlife habitat, may be preserved and maintained without impairment of that primary Conservation 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; and
- (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.

Lanes and Access

- (a) Maintenance including grading, graveling, and paving of the existing Access Lane, as shown in **Exhibit B**;
- (b) Creation and maintenance of trails or creek crossings, and motorized vehicle use, anywhere on the property, provided best management practices are utilized to prevent significant soil erosion;

Agricultural

- (c) Haying or grazing of livestock in "Agricultural Area 1" as shown in **Exhibit B**, provided that the area does not become overgrazed;

- (d) Row crop production, including corn and soybeans, for the sole purpose of pasture or hay re-establishment, provided no area is in row crop production for more than three years in a 10 year period, and limited to “Agricultural Area 2,” as shown in **Exhibit B**;
- (e) Agricultural practices, including but not limited to, plowing, disking, tilling, tiling, row-cropping, haying, grazing of livestock or placement of food plots, in “Agricultural Area 3,” as shown in **Exhibit B**;
- (f) Planting and maintenance of vineyards or orchards with non-invasive, nonnative species within “Agricultural Area 2,” and “Agricultural Area 3,” as shown in **Exhibit B**;

Infrastructure

- (g) Construction, maintenance and replacement of outbuildings and structures, including but not limited to, agricultural buildings, grain bins, renewable energy structures, machine sheds, gardens, utilities and surface access, provided the structures cannot be used as a single-family residence and must be located within the designated site referred to as “Agricultural Building Envelope,” as shown in **Exhibit B**;
- (h) Placement or erection of items used for grazing, including but not limited to, corrals/working stations, feeders, water troughs, bale rings, and no more than three (3) ancillary loafing sheds, provided that all items must be placed within “Agricultural Area 1,” as shown in **Exhibit B**;
- (i) Placement of permanent or temporary hunting or wildlife observation structures such as tree stands, elevated box blinds, or ground blinds, provided utilities shall not service the structures;
- (j) Limited or spot graveling of trails or near water structures to prevent soil erosion;
- (k) Drilling, maintenance, and replacement of water wells, lines and livestock waterers and underground utilities and de minimus structures for watering livestock on the Property;
- (l) Maintenance, replacement and clearing of fence lines;

Ecological

- (m) Timber stand improvement and disease tree removal for the purpose of 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;

- (n) Timber harvest within "Agricultural Area 2," as shown in **Exhibit B**;
- (o) Planting of deciduous trees and shrubs that are native to Iowa and planting of native and non-native conifers, excluding any invasive species;
- (p) Enrollment and participation in Conservation Reserve Program or similar programs offered by the United States Department of Agriculture, its successor or similar conservation entity, consistent with the terms and purpose of this Easement;
- (q) Ecological restoration of natural habitats including but not limited to prescribed burning, prairie reconstruction, and removal of non-native and/or invasive species, provided such activities do not negatively impact the conservation values hereby protected;
- (r) Creation, maintenance or enhancement of wetlands or ponds with a written plan approved in writing in advance by Grantee;
- (s) Undeveloped recreational uses, including but not limited to, hunting, trapping, fishing, leased hunting, tent-style camping, campfires, picnicking, hiking, snowshoeing, cross-country skiing, wildlife observation, horseback riding and harvesting wild fruit, nuts, and mushrooms, provided such activities do not negatively impact the Conservation Values hereby protected;
- (t) Collection of deadwood, fallen wood or wood cut as part of a Forest Stewardship Plan for firewood.

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, except as permitted in Paragraph 3;
- (b) Agricultural practices, including but not limited to, plowing, disking, tilling, tiling, clearing of vegetation, row-cropping, haying or grazing, or placement of food plots, except as permitted in Paragraph 3;
- (c) Logging or removal of trees, except as permitted in Paragraph 3;
- (d) Sod farming;
- (e) Establishment of any livestock feed lot or animal confinement operation;

- (f) Dumping of ashes, trash, rubbish, garbage, offal, or any other unsightly or offensive materials;
- (g) Placing billboards, outdoor advertising structures, or advertisements of any kind on the Property; except for real estate, entrance, boundary, and educational signs all of reasonable size;
- (h) Any exploitation of mineral resources, by either subsurface or surface means;
- (i) Use of any motorized vehicle of any type, except as permitted in paragraph 3;
- (j) Introduction of invasive plant or animal species;
- (k) Introduction of non-native plant or animal species, except as permitted herein for agricultural purposes, fruit and vegetable production and gardens, and except as may be necessary, with the prior written approval of Grantee, for erosion control purposes or for purposes protective of the ecological integrity of the Property;
- (l) Removal of natural materials, except as permitted in paragraph 3.
- (m) Alteration of the topography of the Property or its drainage systems, except as permitted in paragraph 3 or with prior written approval of Grantee, for purposes such as erosion control, public safety considerations, or for purposes protective of the natural integrity of the Property;
- (n) Installation or upgrading of utility structures or lines, except as permitted in paragraph 3, or with the prior written approval of Grantee;
- (o) Construction or enlargement of any developed roads, access lanes or parking lots except as permitted in paragraph 3;
- (p) Subdivision, parcelization or de facto subdivision of the Property, thus keeping the entire Property, as described in **Exhibit A**, as one unit, never to be split into separate ownerships;
- (q) Game preserves or hunting of confined animals;

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 prior to Grantor undertaking 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. Under no circumstances may Grantor undertake the requested activity until

approved in writing by Grantee. 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.

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.

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 Bankers Trust 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 attorney 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 a transfer fee equal to 2% of the Fair Market Value shall be paid at time of closing to Grantee for the continuation of the easement monitoring fund. This transfer fee shall constitute a lien against the Property until paid. The transfer fee shall be waived for lineal descendants of Joan Ghrist.

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 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 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 Chapter 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:

New Skye Farm, LC
1108 140th Ave
Murray, IA 50174

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 Clarke and Madison 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 residences on the Property and any amendment shall be consistent with the purpose of this Easement and shall not affect its perpetual duration. Any amendment shall have a net beneficial or neutral effect on the relevant conservation values protected by the easement. No amendment shall result in private inurement or confer impermissible private benefit. Any such amendment shall be signed by Grantor and Grantee and recorded in the official records of Clarke County, Iowa and Madison 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 2 day of March 2022.

GRANTOR

New Skye Farms, LC

Joan L. Ghrist
Joan L. Ghrist, Member

GRANTEE

Iowa Natural Heritage Foundation

Joseph A. McGovern
Joseph A. McGovern, President

GRANTOR ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF POIK

This instrument was acknowledged before me on March 2nd 2022, by Joan L. Ghrist, Member of New Skye Farm, LC.



Jess Clough
Notary Public

GRANTEE ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF POIK

This instrument was acknowledged before me on March 3, 2022, by Joseph A. McGovern, as President, of the Iowa Natural Heritage Foundation.



Jess Clough
Notary Public

EXHIBIT A

The Southeast Quarter (1/4) and the Southwest Quarter (1/4) of Section Thirty-two (32), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; [EXCEPT PARCEL "A" in part of the SW ¼, of the SW ¼, and part of the NW ¼ of the SW ¼ of Section 32, Township 74 North, Range 26 West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at the SW corner of said Section 32; thence N 00° 35' 41" W, along the West line thereof, a distance of 1103.57' to the point of beginning; thence continuing N 00°35'41" W a distance of 744.00'; thence N 89° 24'22" E a distance of 916.00'; thence S 00°35'41" E a distance of 744.00'; thence S 89°24'22" W a distance of 916.00' to the point of beginning. Containing 15.65 acres of land.]

AND

The NE ¼ NW ¼; and Lot 3 in the SE ¼ NE ¼; and Lot 1 in the SW ¼ NE ¼; and part of the SW ¼ NE ¼ described as commencing at the Southwest corner of said SW¼ NE¼, thence North 80 rods, thence East to the Branch running through said forty, thence down said Branch to South River, thence up the main channel of said River to South line of said forty, thence West to the place of beginning; also the East 78 rods of the SE ¼ NW ¼; and Lot 2 in the NE ¼ NE ¼; and the NW ¼ NE ¼, EXCEPT 10 acres, more or less, described as follows, to-wit: Commencing at the Northeast Comer of Lot 2 in the NE¼ NE ¼ of Section 5, Township 73 North, Range 26 West of the 5th P.M., at the point where Old Burr Oak Branch crosses the North line of said Section 5, thence West 796 feet along the North line of said Section 5, thence South 26°00' East 1200 feet to the Center of the presently existing county road, thence in an Easterly direction 400 feet along the center of said county road to the center of Old Burr Oak Branch on the East side of said Lot 2, thence North along the center of said Branch and the East side of Lot 2 to the place of beginning; all being in Section 5, Township 73 North, Range 26 West of the 5th P.M., Clarke County, Iowa;

Exhibit B

New Skye Farm Conservation Easement Madison County & Clarke County, Iowa

Baseline Documentation Report

Grantors:

New Skye Farm, LC
1108 140th Ave, Murray, IA 50174

Grantee:

Iowa Natural Heritage Foundation
505 Fifth Avenue, Suite 444
Des Moines, IA 50309

Conservation Easement Size:

453 Acres

Prepared and Reviewed by:

Jessica Riebkes Clough, Land Conservation Specialist
B.A. Central College, Biology
M.S. University of Northern Iowa, Biology
5 years of conservation easement experience at INHF

Erin Van Waus, Conservation Easement Director
B.A. University of Northern Iowa, Biology: Ecology and Systematics
P.S.M. University of Northern Iowa, Ecosystem Management
12 years of conservation easement experience at INHF

Tylar Samuels, Conservation Easement Specialist
B.A. University of Iowa, Anthropology
14 years of conservation easement experience at INHF

Date: *February 25, 2022*

Exhibit B

Table of Contents:

Signature Page	19
Purpose	20
Conservation Values Description	20
Map of Clarke & Madison Counties showing the location of the Property	21
2021 aerial photograph	22
USGS 1:24,000 topographic map	23
Building Envelope & Lanes.....	24
Agricultural Areas.	25-26
Photo Point Map for Baseline Photographs.....	27
Baseline Photographs.....	28-47

EXHIBIT B
OWNER ACKNOWLEDGEMENT OF CONDITION

Grantor and the Iowa Natural Heritage Foundation agree that the Baseline Documentation Report is an accurate representation of the protected Property at the time of the transfer.

GRANTOR
New Skye Farm, LC

Joan L. Ghrist
Joan L. Ghrist, Member

GRANTEE
Iowa Natural Heritage Foundation

Joseph A. McGovern
Joseph A. McGovern, President

GRANTOR ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF POIK

This instrument was acknowledged before me on March 2, 2022, by Joan L. Ghrist, Member of New Skye Farm, LC.

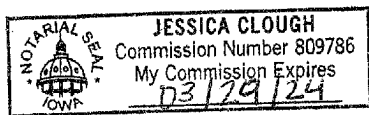


Jessica Clough
Notary Public

GRANTEE ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF POIK

This instrument was acknowledged before me on MARCH 3, 2022, by Joseph A. McGovern, as President, of the Iowa Natural Heritage Foundation.



Jessica Clough
Notary Public

Purpose: It is the purpose of this Easement to assure that the Property will be preserved forever in its natural, scenic, forested, agricultural 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 open-space and agricultural character of the Property; to the extent that other Conservation Values, including but not limited to wildlife habitat, may be preserved and maintained without impairment of that primary Conservation 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.

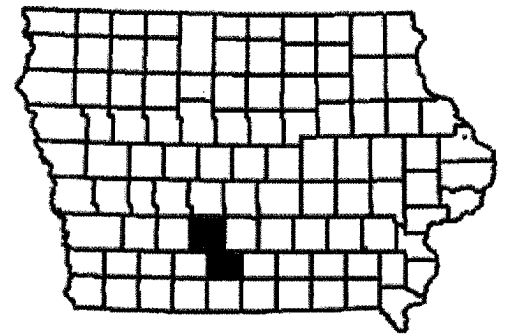
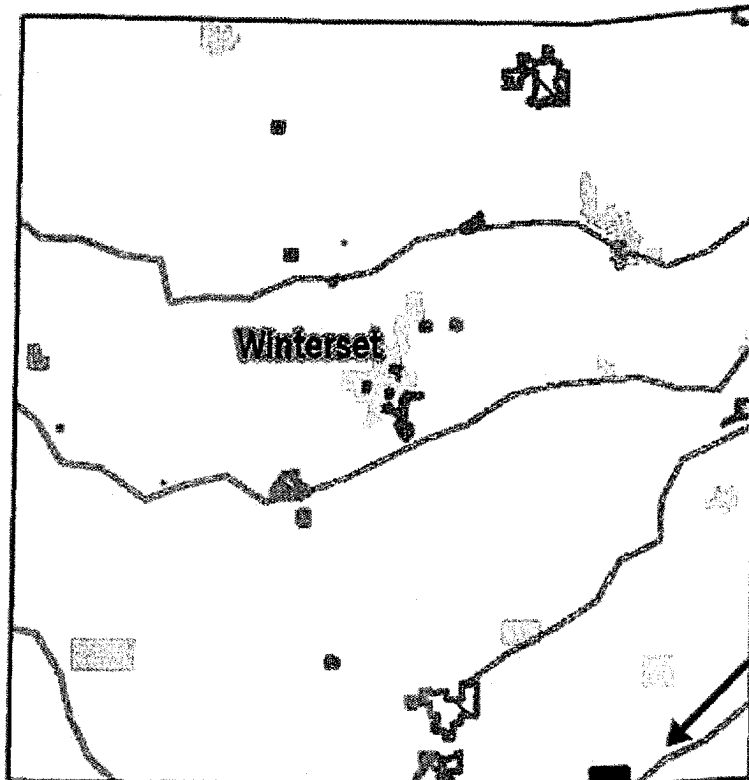
Conservation Values, written by *Jessica Riebkes Clough, Land Conservation Specialist*
The 453-acre property is located three miles southwest of Truro in Section 32, Township 74 North, Range 26 West in Madison County and Section 5, Township 73 North, Range 26 West in Clarke County. The Property is within the Southern Iowa Drift Plain, a landscape characterized by long, gently rolling slopes, low relief and open views of the horizon.

The property consists of hay, pasture, wetlands, some row crop, ponds and mature timber. From aerial imagery, portions of the pasture appear to never have been tilled and prairie species were still present onsite. The majority of the farm will remain in grass or timber, providing excellent wildlife habitat for insects, birds, and mammals. The perennial habitat found on the property will positively impact the water quality of the adjacent South River and its watershed.

The property is within 2.5 miles of the 598-acre Heritage Hills WMA Addition, within 4 miles of the 1000-acre Heritage Hills Wildlife Management Area and within 4.5 miles of the 1,070-acre Clanton Creek Recreation Wildlife Area. Including this property, there will be more than 3,000 acres of permanently protected land within 8 miles. Protection of the natural, scenic, agricultural, and open-space value of the property will ensure that this area remains a public benefit long into the future.

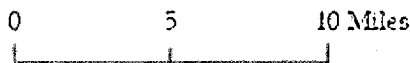
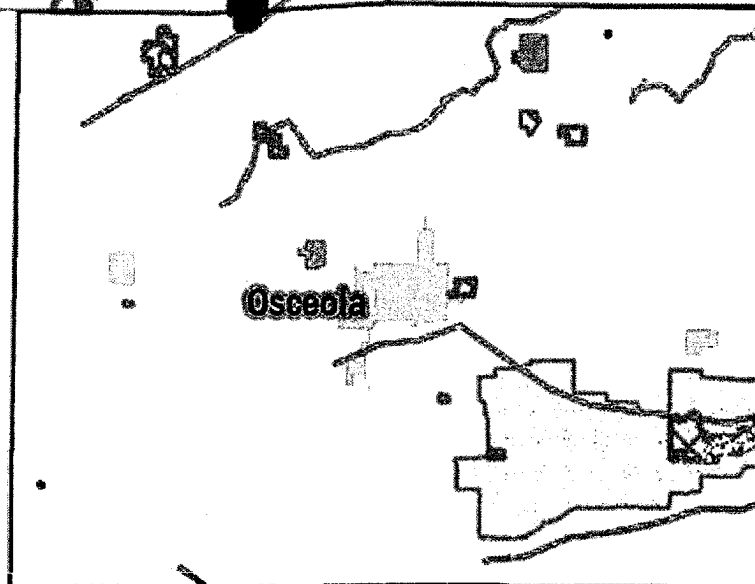
The conservation easement will limit row cropping to a fraction of the total acres, preventing tillage of the pasture acres and promoting perennial vegetation across the farm. The easement also prohibits subdivision, sod farming, mining, and construction of buildings or other structures outside of the designated building envelope. The easement permits ecological restoration, as well as row cropping, haying, and grazing in designated areas. For a complete list of permitted and prohibited uses, please reference paragraphs 3 and 4 in the recorded conservation easement.

A conservation easement on this site is consistent with several of INHF's protection goals, including the protection of wildlife habitat and open space, as well as the enhancement of water quality. Lastly, by encumbering the Property with this Conservation Easement, more wildlife habitat is being permanently protected which helps meet Iowa's Wildlife Action Plan goal of permanently protecting an additional 2% of Iowa's wildlife habitat by the year 2030.










Location of Clarke & Madison Counties

Property Location



Map of Clarke and Madison Counties Showing Location of the Property, Public and Private Conservation Areas, Public Recreational Trail, and Bird Conservation Area



-  Property Location
-  Private Conservation Areas
-  Public Conservation Areas
-  Cities
-  Bird Conservation Area
-  Public Recreational Trail
-  Rivers and Streams

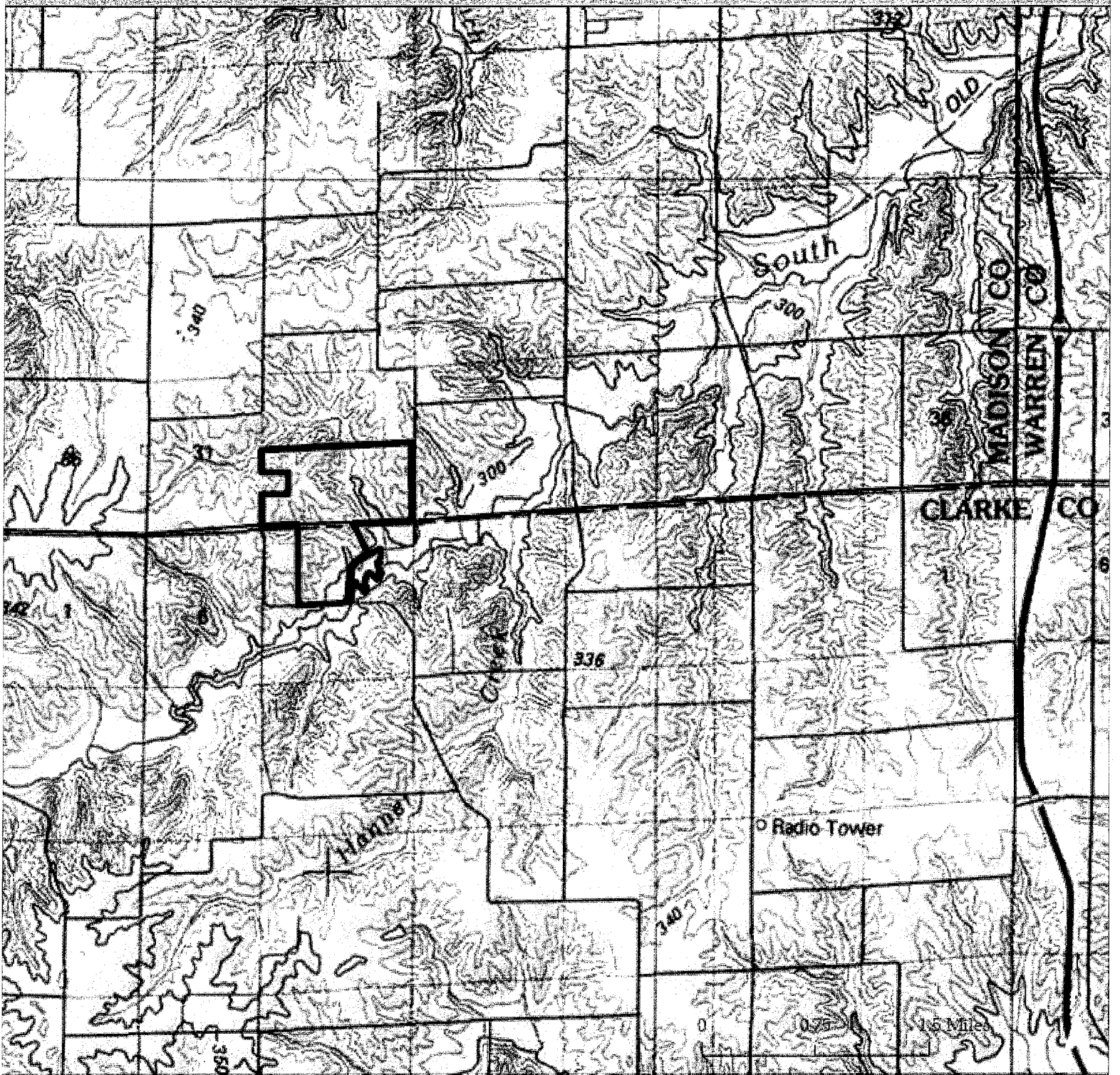


2021 Aerial Photograph Showing the Approximate Property Boundary



Iowa
Natural Heritage
Foundation

 Approximate Property Boundary —  Rivers and Streams



Topographic Map Showing the Approximate Property Boundary
1:24,000 Scale



Iowa
Natural Heritage
Foundation

 Approximate Property Boundary









GPS Point	X Coordinate	Y Coordinate
1	426757	4556222
2	426747	4556332
3	426690	4556466
4	426798	4556466
5	426854	4556288

GPS Point	X Coordinate	Y Coordinate
Grain Bin	427133	4556897
Loafing Shed	425996	4557173

2021 Aerial Photograph Showing the Approximate Property Boundary, Agricultural Building Envelope & Access Lanes



Iowa
Natural Heritage
Foundation




-  Approximate Property Boundary
-  Agricultural Building Envelope
-  Agricultural Building Envelope Points
-  Access Lanes
-  Grain Bin
-  Loafing Shed



2021 Aerial Photograph Showing the Approximate Property Boundary
& Agricultural Area 1 and 2



Iowa
Natural Heritage
Foundation

-  Approximate Property Boundary
-  Agricultural Area 1
-  Agricultural Area 2



2021 Aerial Photograph Showing the Approximate Property Boundary
& Agricultural Area 3



Iowa
Natural Heritage
Foundation

 Approximate Property Boundary

 Agricultural Area 3

Part of Exhibit B



2021 Aerial Photograph Showing the Approximate Property Boundary & the Photo Point Locations for the Baseline Photographs



Iowa
Natural Heritage
Foundation



 Approximate Property Boundary  PhotoPoints

Photo point 1A

Magnetic Azimuth: 0°

Comments: Looking north from 175th Avenue toward the Property. The area visible within this photo is within the agricultural building envelope.



Photo point 1B

Magnetic Azimuth: 215°

Comments: Looking southwesterly. At this point along 175th Avenue, the easement Property surrounds both sides of the public road, so everything in this photo is within the easement. The field in the background is the wetland described in Photo Point 11B & 11C. Utility line visible in the photo is located along the right-of-way.



Photo point 1C

Magnetic Azimuth: 170°

Comments: Looking southerly across 175th Avenue from one part of the Property to another. As the Property is visible from several public roads, the easement will ensure that the scenic beauty of the area will remain in perpetuity.



Photo point 1D

Magnetic Azimuth: 70°

Comments: Looking easterly from near the agricultural building envelope area. The area in the background right of the photo (with hay bales) is also part of the easement Property.



Photo point 2A

Magnetic Azimuth: 270°

Comments: Looking west from near the north east corner of the Property. The New Skye Property spans 453 acres with several scenic vistas. Nearly everything in this photo is part of the easement. The approximate north Property boundary is near the right edge of this photo.



Photo point 2B

Magnetic Azimuth: 180°

Comments: Looking south from near the approximate north Property boundary. The area in photo left is part of agricultural area 3, while the areas on photo right are part of agricultural areas 1 and 2.



Photo point 2C

Magnetic Azimuth: 120°

Comments: Looking southeasterly across one of the agricultural 3 areas. Protection of the Property's agricultural land and open space will provide a benefit to the public in perpetuity.



Photo point 3A

Magnetic Azimuth: 250°

Comments: Looking westerly from one of the agricultural 3 areas across the Property. Nearly everything in this photo is part of the Property.



Photo point 3B

Magnetic Azimuth: 0°

Comments: Looking north. The white house visible in the background is outside the easement, just outside the north boundary.



Photo point 3C

Magnetic Azimuth: 75°

Comments: Looking easterly toward a pond surrounded by cedar trees. The Property has several ponds, which provide diversity to the wildlife habitat on-site.



Photo point 3D

Magnetic Azimuth: 180°

Comments: Looking south.



Photo point 4A

Magnetic Azimuth: 40°

Comments: Looking northeasterly from the creek that runs through the east half of the Property. The creek runs into the South River on the south end of the easement Property—protection of perennial grass surrounding the creek will benefit the water quality of the local watershed.



Photo point 4B

Magnetic Azimuth: 260°

Comments: Looking westerly from the creek across the pasture area (agricultural area 1). Years of grazing has removed much of the native diversity, but aerial imagery suggests that most of this area has never been tilled. Protecting this unplowed sod, is significant given that the original tallgrass prairie has been reduced to 1/10th of 1 percent in Iowa.



Photo point 4C

Magnetic Azimuth: 130°

Comments: Looking southeasterly from the creek across the pasture. The Property is primarily utilized as grazing and hay ground.



Photo point 5A

Magnetic Azimuth: 40°

Comments: Looking northeasterly toward the largest pond on the Property.



Photo point 5B

Magnetic Azimuth: 340°

Comments: Looking northerly from the interior of the largest wooded block on the Property. The Property contains a variety of habitats including woodland, pasture, agricultural areas, wetlands, and multiple ponds. Protecting this Property as one contiguous block of land will ensure that this wildlife habitat will remain in perpetuity.



Photo point 5C

Magnetic Azimuth: 200°

Comments: Looking southwesterly through the woodland. This block of woods is made up of oak and hickory trees, along with lots of smaller hackberries, osage orange, and elm trees.



Photo point 6A

Magnetic Azimuth: 305°

Comments: Looking northwesterly from a large hay field on the Property. There are three agricultural areas denoted in the easement, this area is within agricultural area 1 and 2. The barn visible in the background of the photo is surrounded by the easement Property, but excluded from the easement (see photo point 15 for more explanation).



Photo point 6B

Magnetic Azimuth: 25°

Comments: Looking northeasterly back to the woodland described in Photo Point 5.



Photo point 6C

Magnetic Azimuth: 130°

Comments: Looking southeasterly across a hay field on the Property. Protection of this Property protects important open space and helps to preserve the natural and agricultural character of the area.



Photo point 6D

Magnetic Azimuth: 220°

Comments: Looking southwesterly from a hay field toward a smaller block of woods near the center of the Property. The easement will prevent this farm from ever being subdivided, ensuring that the area remains as valuable open space for the public to enjoy as they drive by.



Photo point 7A

Magnetic Azimuth: 110°

Comments: Looking easterly from the interior of a woodland on the Property.



Photo point 7B

Magnetic Azimuth: 340°

Comments: Looking northeasterly. This block of woodland contains mostly smaller trees than the woodland described in Photo Point 5. This wooded area is comprised of osage orange, hackberry, black cherry, elm, and ash trees.



Photo point 7C

Magnetic Azimuth: 230°

Comments: Looking southwesterly toward unnamed creek.



Photo point 8A

Magnetic Azimuth: 330°

Comments: Looking northwesterly toward the woodland in Photo Point 7. The crop field in this photo is not part of ag area 3, so it will not regularly be tilled for row crop production, except for the re-establishment of hay. See section 3(d) of the conservation easement for more details.



Photo point 8B

Magnetic Azimuth: 20°

Comments: Looking northeasterly across the Property. House (arrow) is just outside of the easement, near the northeast corner of the Property.



Photo point 8C

Magnetic Azimuth: 70°

Comments: Looking easterly. Pasture area is visible in the midground right. Woodland in the background of the photo is off the Property, but the entire midground is part of the Property.



Photo point 8D

Magnetic Azimuth: 130°

Comments: Looking southeasterly. The area denoted by an arrow is the wetland described in Photo Point 11.

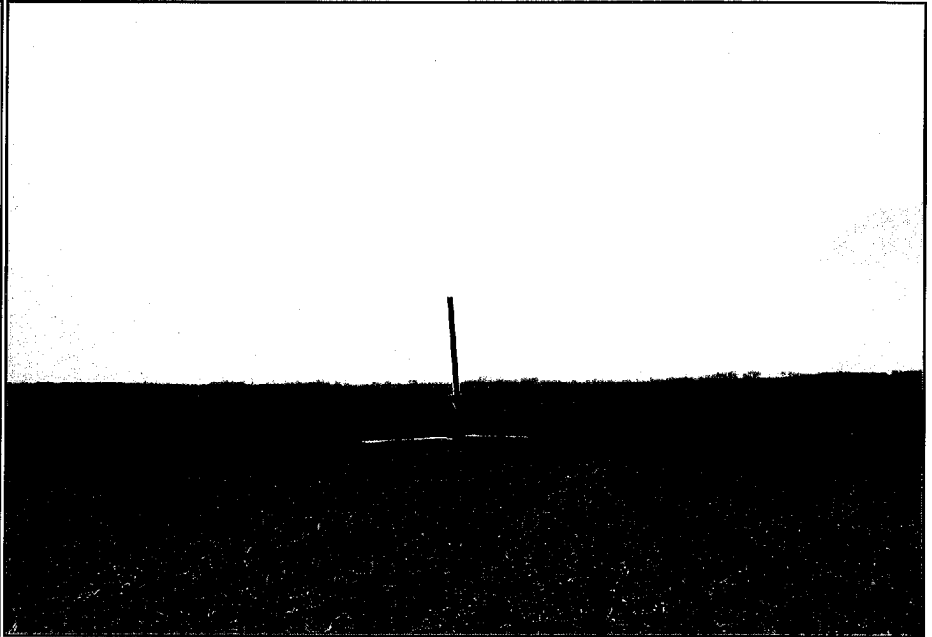


Photo point 8E

Magnetic Azimuth: 210°

Comments: Looking southwesterly toward a row of trees—these trees are the approximate west Property boundary. Land visible behind these trees is not part of the Property.



Photo point 9A

Magnetic Azimuth: 140°

Comments: Looking southeasterly toward the agricultural building envelope area. Cedar trees along the left side of the Property form one of the approximate east Property boundaries.



Photo point 9B

Magnetic Azimuth: 220°

Comments: Looking southwesterly across the pasture. Crop field denoted by arrow is part of the field in Photo Point 8.



Photo point 9C

Magnetic Azimuth: 340°

Comments: Looking northerly across the pasture. Fence in this photo is an internal fence line. Including this Property, there will be more than 3,000 acres of permanently protected land within 8 miles. Protection of the natural, scenic, agricultural, and open-space value of the Property will ensure that this area remains a public benefit long into the future.



Photo point 10A

Magnetic Azimuth: 70°

Comments: Looking easterly. An access lane to the Property runs along the line of cedars in photo left. Line of cedars in the midground/right half of the photo run along the approximate east Property boundary and 180th Ave/Timber Ridge Ave. The Property is visible from 3 public roads, in two counties—protecting this scenic value is a benefit to the public.



Photo point 10B

Magnetic Azimuth: 120°

Comments: Looking southeasterly. Line of cedars in the midground/left half of photo run along the approximate south Property boundary. Trees in photo right are along an interior fence line.

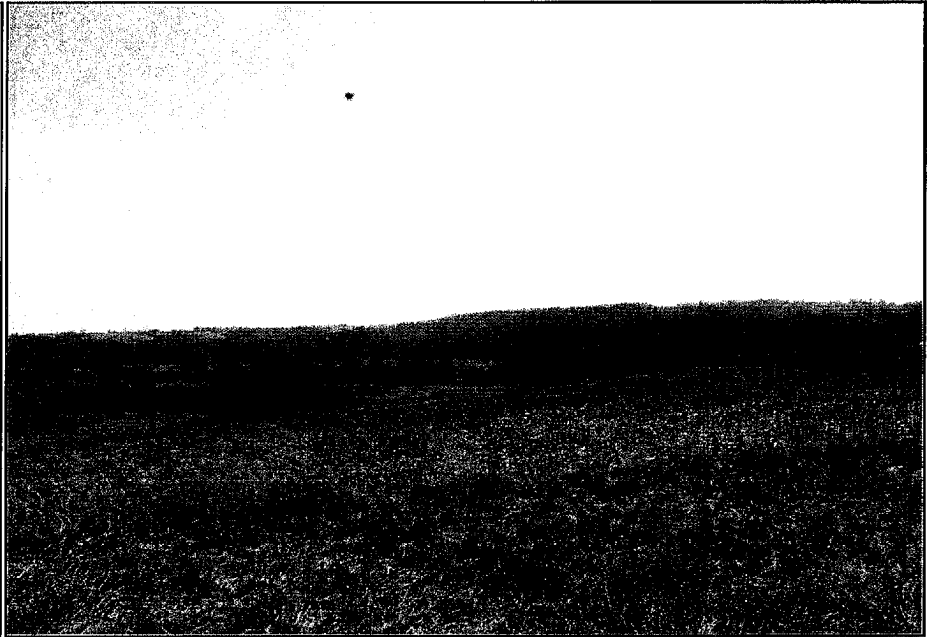


Photo point 10C

Magnetic Azimuth: 260°

Comments: Looking westerly across the Property, toward the pasture. Everything visible in this photo is part of the easement Property.



Photo point 11A

Magnetic Azimuth: 20°

Comments: Looking north from the south edge of the Property at the South River. The river forms a portion of the approximate south Property boundary. 175th avenue is visible in photo left. The Property is on both sides of the road in this area.



Photo point 11B

Magnetic Azimuth: 300°

Comments: Looking northwesterly from Shore Street (the south edge of the Property) across 175th Ave. The wetland in the midground is encumbered by an NRCS Wetland Reserve Easement and part of the conservation easement Property.



Photo point 11C

Magnetic Azimuth: 330°

Comments: Looking northwesterly across 175th Ave to wetland area. Protection of the Property as one contiguous unit will ensure that the area remains as valuable wildlife habitat in perpetuity.



Photo point 12A

Magnetic Azimuth: 340°

Comments: Looking northeasterly across part of agricultural area 3.



Photo point 12B

Magnetic Azimuth: 80°

Comments: Looking easterly. Trees visible in the photo are an interior woodland.



Photo point 12C

Magnetic Azimuth: 150°

Comments: Looking southeasterly toward Shore Street. House and land behind the road are not part of the easement Property.



Photo point 13A

Magnetic Azimuth: 20°

Comments: Looking north/northeast from a hay field. This area is currently in hay but is in agricultural area 3 and can be tilled for row crops. The arrow points to a gate which is on the approximate north Property boundary.



Photo point 13B

Magnetic Azimuth: 310°

Comments: Looking northwesterly. Building and land beyond the midground tree line is not part of the Property.



Photo point 13C

Magnetic Azimuth: 180°

Comments: Looking south across a hay field to the properties interior. An area around the barn is excluded from the easement Property—the arrow points to a person marking the NE corner of the excluded area.

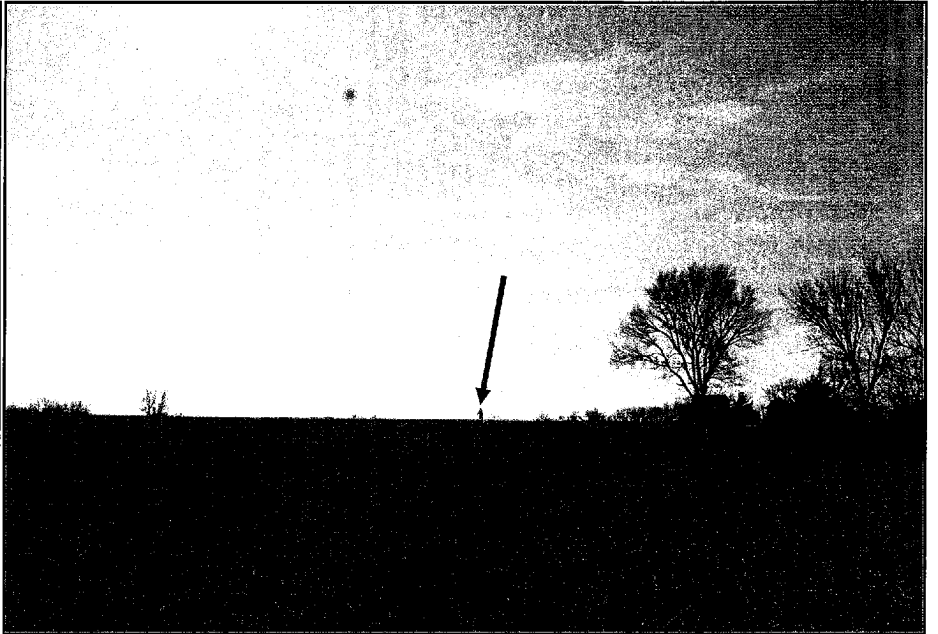


Photo point 13D

Magnetic Azimuth: 130°

Comments: Looking southeast across the interior of the Property.



Photo point 14A

Magnetic Azimuth: 120°

Comments: Looking southeasterly across the Property back toward Photo Point 2. The northeast corner is denoted by an arrow. Much of the area pictured here is untilled pasture—The conservation easement prevents tillage of the pasture acres and promotes perennial vegetation across the farm, ensuring that the open-space value of the land remains in perpetuity.



Photo point 14B

Magnetic Azimuth: 170°

Comments: Looking southerly toward the woodland. The pond in Photo Point 5 is directly south of this point, within the trees.

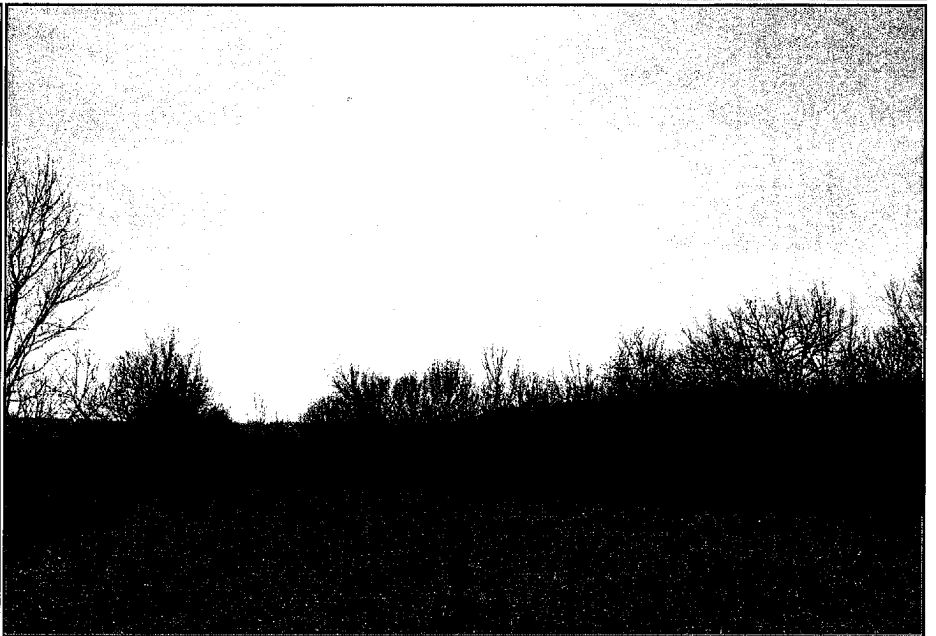


Photo point 14C

Magnetic Azimuth: 300°

Comments: Looking northwesterly. The tree line in photo center and right runs along the approximate north Property boundary.



Photo point 15A

Magnetic Azimuth: 170°

Comments: Looking southerly across the Property. The arrow/person denotes the southeast corner of the excluded area (approximate excluded area drawn into photo). The excluded area was surveyed and recorded in Madison County, IA, Book 2022, Page 329.

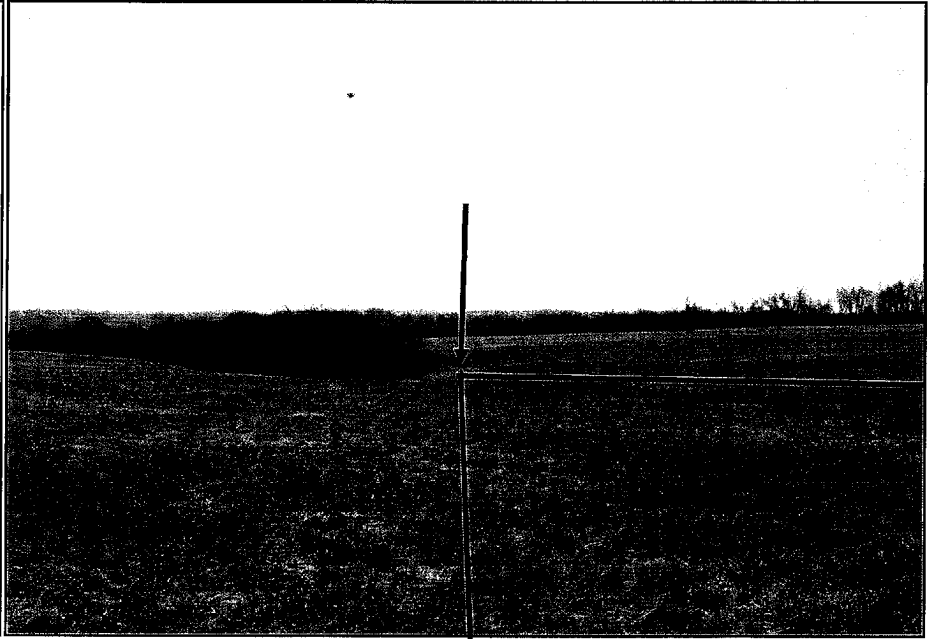


Photo point 15B

Magnetic Azimuth: 90°

Comments: Looking east toward Photo Point 6 toward one of several large hay fields on the Property. The easement will ensure that this land remains as valuable agricultural land in perpetuity—free of development, and sod farming, two nearby threats to agricultural land use.



Photo point 15C

Magnetic Azimuth: 340°

Comments: Looking northwesterly. A small portion of the excluded area is within photo left. The loafing shed (arrow) is within the easement area—see 3(h) in the easement document for language regarding loafing sheds. This type of loafing shed is a good example of what will be permitted by the language in 3(h).



Photo point 15D

Magnetic Azimuth: 240°

Comments: Looking southwesterly. Most of the area shown in this photo is the area excluded from the easement. The arrow points to a tree line which forms the approximate west Property boundary.

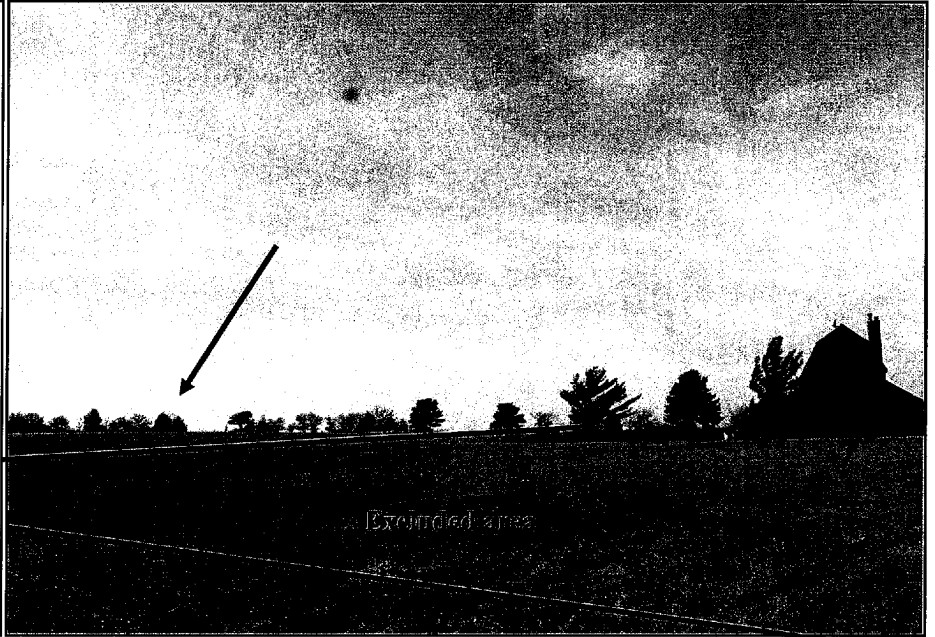


Photo point 16A

Magnetic Azimuth: 10°

Comments: Looking northerly up the main access lane to the Property. The trees on photo left run along the approximate west Property boundary.



Photo point 16B

Magnetic Azimuth: 90°

Comments: Looking east from the access lane across a hay field.



Photo point 17A

Magnetic Azimuth: 280°

Comments: Looking westerly toward 175th Avenue—cars visible in photo are on this public road. This photo looks back toward Photo Point 1, therefore the land visible across the road is part of the easement Property.



Photo point 17B

Magnetic Azimuth: 0°

Comments: Looking north. This area of the Property is a crop field (part of ag area 3) along with some riparian areas near the creek and river.



Photo point 17C

Magnetic Azimuth: 120°

Comments: Looking southeasterly. The approximate east and south boundaries of this parcel are formed by the creek and then the river. This area is low lying and has several pools within the woodland.



Photo point 17D

Magnetic Azimuth: 210°

Comments: Looking southwesterly. Within the trees near photo center, the creek meets up with the South River. The creek and river form the approximate Property boundaries in this area.



Extra Photo: GRAIN BIN

Magnetic Azimuth: 315° (approximate)

Comments: This grain bin (and the loafing shed in Photo Point 15C) is the only structure on the Property at the time the easement is signed. Future structures will need to fit the language of section 3(g) and 3(h) of the easement document.

