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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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Prepared by: Ross A. Baxter, Iowa Natural Heritage Foundation 505 5th Ave, Suite 444 Des Moines, IA 50309

✓ Return document to: Iowa Natural Heritage Foundation 505 5th Ave, Suite 444 Des Moines, IA 50309 515-288-1846

Tax statements to: W. Benjamin Johnson 2644 160th Street Van Meter, IA 50261

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") is made this 14th day of December, 2015, by and between W. Benjamin Johnson and Loline A. Johnson, husband and wife, of 2644 160th Street Van Meter, IA 50261 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 Madison County, Iowa, which is 132.94 acres, more or less, and is more particularly described in Exhibit "A" (PAGE 15) attached hereto and made a part hereof ("the Property"); and

WHEREAS, the Property possesses natural 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 Section 457A of the Code of Iowa; and

WHEREAS, the Property possesses several high quality native prairie remnants, which is significant given the original tallgrass prairie has been reduced to 1/10th of 1 percent in Iowa; and

WHEREAS, the Property is 8 miles from the 350-acre Pammel State Park owned by the Iowa Department of Natural Resources and managed by Madison County Conservation Board; and

WHEREAS, the Property is 2 miles from the Adair County Conservation Boards 240-acre Wright Timber Wildlife Area and 43-acre Middle River Forest Area; and

WHEREAS, by encumbering the Property with this Easement, more wildlife habitat is being permanently protected which helps meet Iowa's Wildlife Action Plan (August 2006) goal of permanently protecting an additional 2% of Iowa's wildlife habitat by the year 2030; and

WHEREAS, the Regal fritillary, *Speyria idalia*, a prairie obligate butterfly species and a Species of Special Concern according to Iowa's Wildlife Action Plan, is found on the Property and permanent protection of the remnant prairie and prairie plantings will help support the life cycle of the Regal fritillary; and

WHEREAS, the Property is 100% vegetated with perennial grasses, wildflowers, woodland cover, in addition to aquatic habitat, including a small stream and pond, which collectively provide for excellent wildlife habitat for ground nesting birds, shrub and tree nesting birds, waterfowl, reptiles, amphibians, small and large mammals, and fish; and

WHEREAS, protection of the water rights of the Property, for use on the property alone, are necessary for the wellness of the natural ecosystem and vital to the environmental health of 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 2, 2015 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, agricultural practices, recreational uses, etc. that do not significantly impair or interfere with those Conservation Values; and

WHEREAS, development of the Property would contribute to the degradation of the natural character of the area; 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 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 wildlife habitat 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 natural 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) Sale and harvest of native seed collected by hand or mechanical means that does not negatively impact the ecological integrity of the Property;
- (b) Ecological restoration, including but not limited to mowing, burning, haying or prescribed grazing, of remnant prairies, prairie plantings and woodland with a written Management Plan approved in advance in writing by Grantee;
- (c) Enrollment and participation in conservation programs offered by the United States Department of Agriculture, or its successor;
- (d) Installation and replacement of a water well for Grantors use only;
- (e) Removal and sale of trees that are cut as part of the Management Plan and approved in advance in writing by Grantee;

- (f) Placement, replacement and maintenance of, including but not limited to, culvert crossings, bridges, water control structures, pond dams and soil conservation practices with a written plan approved in advance in writing by Grantee;
- (g) Maintenance and mowing of existing trails and creation of new trails, provided the trails are vegetated and do not cause significant damage to the soils, flora and fauna of the Property;
- (h) Creation of one (1) tillable food plot not to exceed one (1) acre in size and restricted to the permitted area as shown in **Exhibit C**;
- (i) Harvesting wild fruit, nuts, and mushrooms;
- (j) Camping, picnicking, campfires, hiking, cross-country skiing, bird-watching and wildlife observation;
- (k) Collection of deadwood or fallen wood for firewood;
- (l) Placement of non-permanent, temporary tree stands and ground blinds.

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;
- (b) Commercial or industrial activities, including but not limited to the sale of water, and except as permitted for in paragraph 3;
- (c) Severing water rights from the Property;
- (d) Agricultural practices, including but not limited to, plowing, disking, tilling, tiling, row-cropping, or grazing of livestock, except as permitted for in paragraph 3;
- (e) Logging or removal of trees, except as permitted for in paragraph 3;
- (f) Establishment of any livestock feed lot or animal confinement operation;
- (g) Dumping of ashes, trash, rubbish, garbage, offal, or any other unsightly or offensive materials;
- (h) 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;

- (i) Any exploitation of mineral resources, by either subsurface or surface means;
- (j) Use of any motorized vehicle of any type, except as may be necessary for maintenance of the Property consistent with the purposes of this Easement, for agricultural purposes, and/or for emergency purposes and except as used by Grantor or its invitees in such manner as does not result in significant damage to soils, flora or fauna, as determined by Grantee;
- (k) Introduction of invasive plant or animal species;
- (l) Introduction of non-native plant or animal species, except as may be necessary, with the prior approval of Grantee, for erosion control purposes;
- (m) 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;
- (n) 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 or pond values, public safety considerations, or for purposes protective of the natural integrity of the Property;
- (o) Installation of utility structures or lines, except with the prior approval of Grantee;
- (p) Construction or enlargement of any developed roads or parking lots;
- (q) Subdivision or de facto subdivision of the Property;
- (r) Erection of fences that do not allow movement of wildlife or that are greater than 4 feet in height and with an opening between wire smaller than 6 inches by 6 inches, or greater than the minimum legal fence by the Code of Iowa, except as necessary to protect trees or shrubs from wildlife browsing or damage.

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.

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.

7.1 Access by Grantee. To fulfill the rights granted in Paragraph 2(b), Grantee is hereby expressly granted an ingress/egress easement across Parcel "B" and the North 30 feet of Parcel "D" in the Southwest Quarter of the Northeast Quarter of Section 30, Township 76 North, Range 29 West of the 5th P.M., Madison County, Iowa as shown in Plat of Survey recorded on September 24th, 2015, in Book 2015 Page 2810, in the Office of the Madison County Recorder.

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 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 2% 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. This transfer fee shall be waived if the title is transferred to lineal descendants of original Grantors.

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 Grantor:

W. Benjamin and Loline A. Johnson
2644 160th Street
Van Meter, IA 50261

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 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 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 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 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.

18. Dower Interest. Loline A. Johnson joins in the execution of this instrument for the sole purpose of relinquishing any possible dower interest in the real estate described above.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed of Conservation Easement on this 14th day of December 2015.

GRANTORS

W. Benjamin Johnson
W. Benjamin Johnson

Loline A. Johnson
Loline A. Johnson

GRANTEE

Iowa Natural Heritage Foundation

Joseph A. McGovern
By Joseph A. McGovern, President

GRANTOR ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF Polk

This instrument was acknowledged before me on December 14, 2015, by W. Benjamin Johnson and Loline A. Johnson, husband and wife.



Erin Van Waus
Notary Public

GRANTEE ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF Polk

This instrument was acknowledged before me on December 14, 2015, by Joseph A. McGovern as President of the Iowa Natural Heritage Foundation.



Erin Van Waus
Notary Public

EXHIBIT A

Legal Description

A tract of land located in the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) and in the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) and in the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) excluding Parcel "D", as shown in Plat of Survey recorded on September 24th, 2015, in Book 2015 Page 2810, in the Office of the Madison County Recorder and the Southwest (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) excluding the north 473 feet and excluding Parcel "D", as shown in Plat of Survey recorded on September 24th, 2015, in Book 2015 Page 2810, in the Office of the Madison County Recorder, all in section Thirty (30), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

Including an access easement across Parcel "B" and the North 30 feet of Parcel "D" in the Southwest Quarter of the Northeast Quarter of Section 30, Township 76 North, Range 29 West of the 5th P.M., Madison County, Iowa as shown in Plat of Survey recorded on September 24th, 2015, in Book 2015 Page 2810, in the Office of the Madison County Recorder.

EXHIBIT B

OWNER ACKNOWLEDGEMENT OF CONDITION

W. Benjamin Johnson and Loline A. Johnson, 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

W Benjamin Johnson
W. Benjamin Johnson

Loline A. Johnson
Loline A. Johnson

GRANTEE

Iowa Natural Heritage Foundation

Joseph A. McGovern
By: Joseph A. McGovern, President

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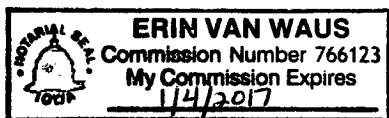


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Exhibit B Baseline Data

Including:

1. Conservation Values, by Melanie Louis, Land Stewardship Assistant

This 132-acre Property is located in the Southern Iowa Drift Plain of Southern Iowa. It exhibits a variety of unique characteristics, including rolling remnant prairie hillsides, wooded ravines, and a meandering intermittent tributary of the Middle River. The Property is 100% vegetated with perennial grasses, wildflowers, woodland cover, an intermittent stream and pond.

The Property consists of both remnant and planted or reconstructed prairie, both providing a source of seed production on the Property. This area provides excellent wildlife habitat for ground nesting birds, as well as small and large mammals. In addition, the pond and stream provide aquatic habitat for waterfowl, amphibians and fish.

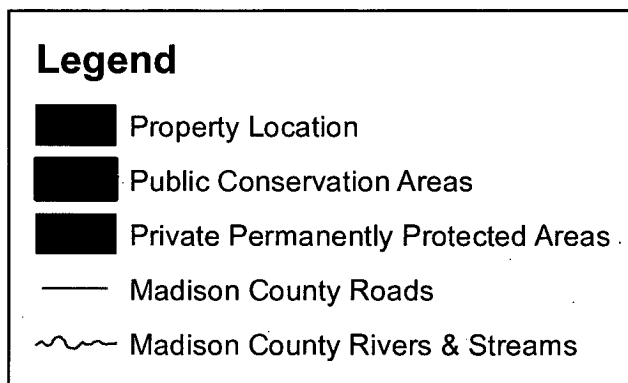
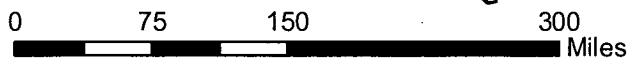
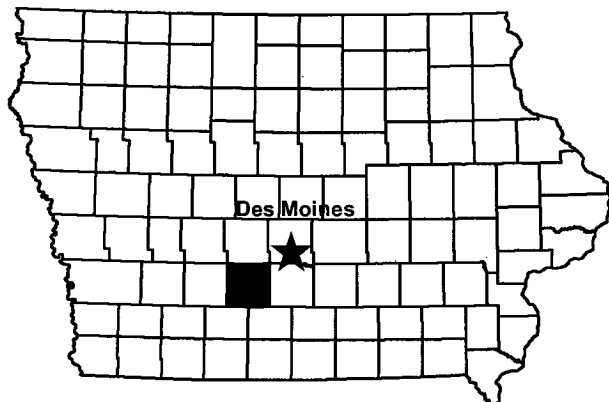
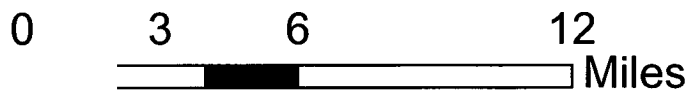
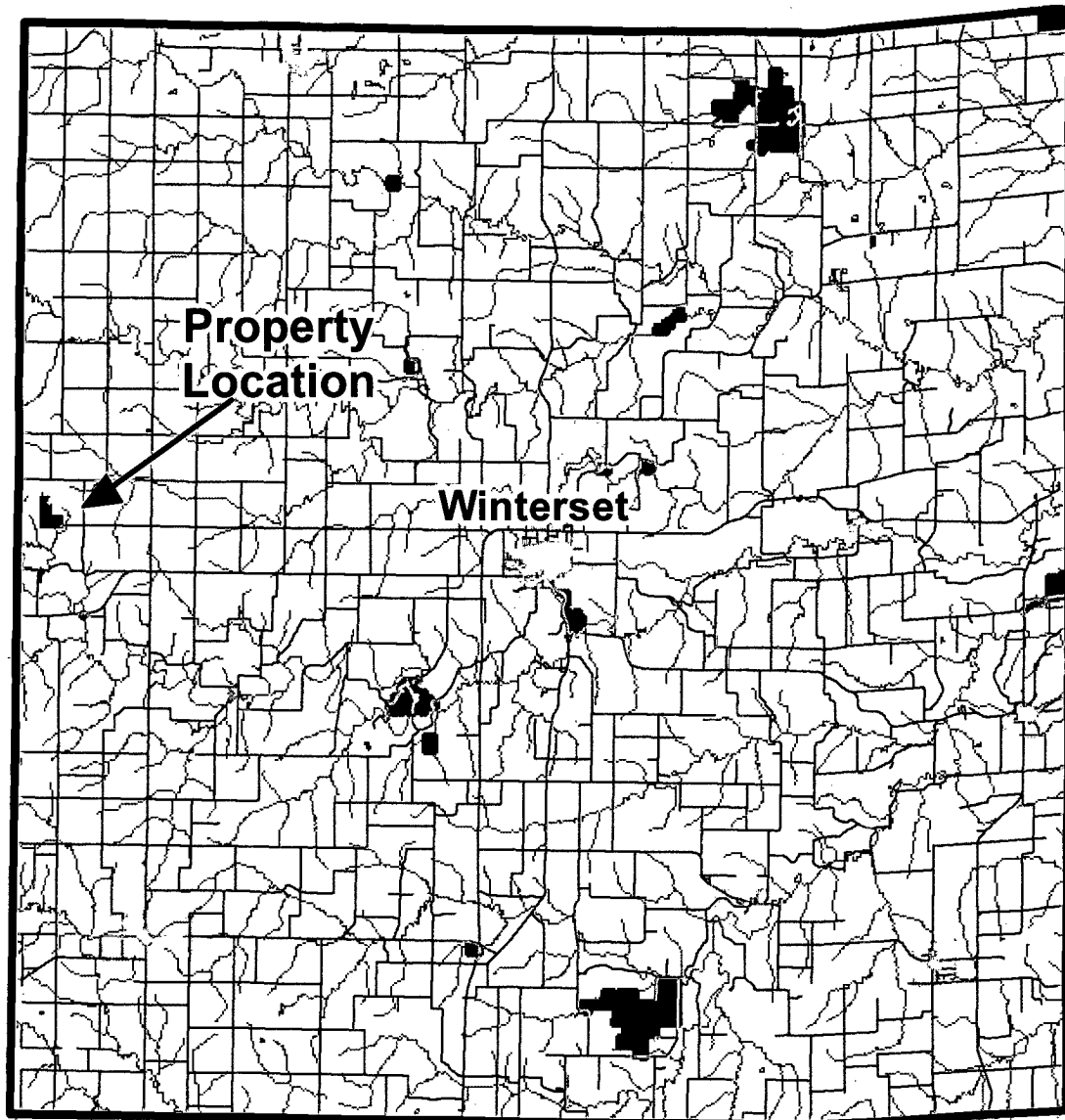
The Regal fritillary, a prairie obligate butterfly species and a Species of Special Concern, is found on the Property. Permanent protection of the remnant prairie and reconstructed prairie will help support the life cycle of the Regal fritillary.

The Property is situated 2 miles from the 240-acre Wright Timber Wildlife Area and 43-acre Middle River Forest Area, owned and managed by Adair County Conservation Board. The Property is 8 miles from the 350-acre Pammel State Park owned by the Iowa Department of Natural Resources and managed by Madison County Conservation Board.

The land management on this Property will include, but is not limited to, prescribed fire and grazing, hand pulling of invasive species and control of undesirable woody vegetation to continue to expand and promote native biodiversity.

2. Map of Madison County showing the location of the Property.
3. 2014 aerial photograph showing the approximate Property boundary.
4. USGS 1:24,000 topographical map showing the approximate Property boundary.
5. 2014 aerial photograph showing the photo point locations for the baseline photographs.
6. 13 pages containing 37 baseline photographs taken by Melanie Louis, Land Stewardship Assistant of the Iowa Natural Heritage Foundation, on November 2, 2015.


Part of Exhibit B
Map of Madison County Showing the Location of the Property and
Public & Private Conservation Areas

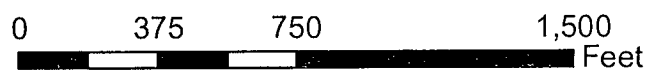


Part of Exhibit B
2014 Aerial Photograph Showing the Approximate Property Boundary

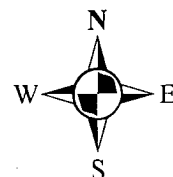


Legend

 Approximate Property Boundary

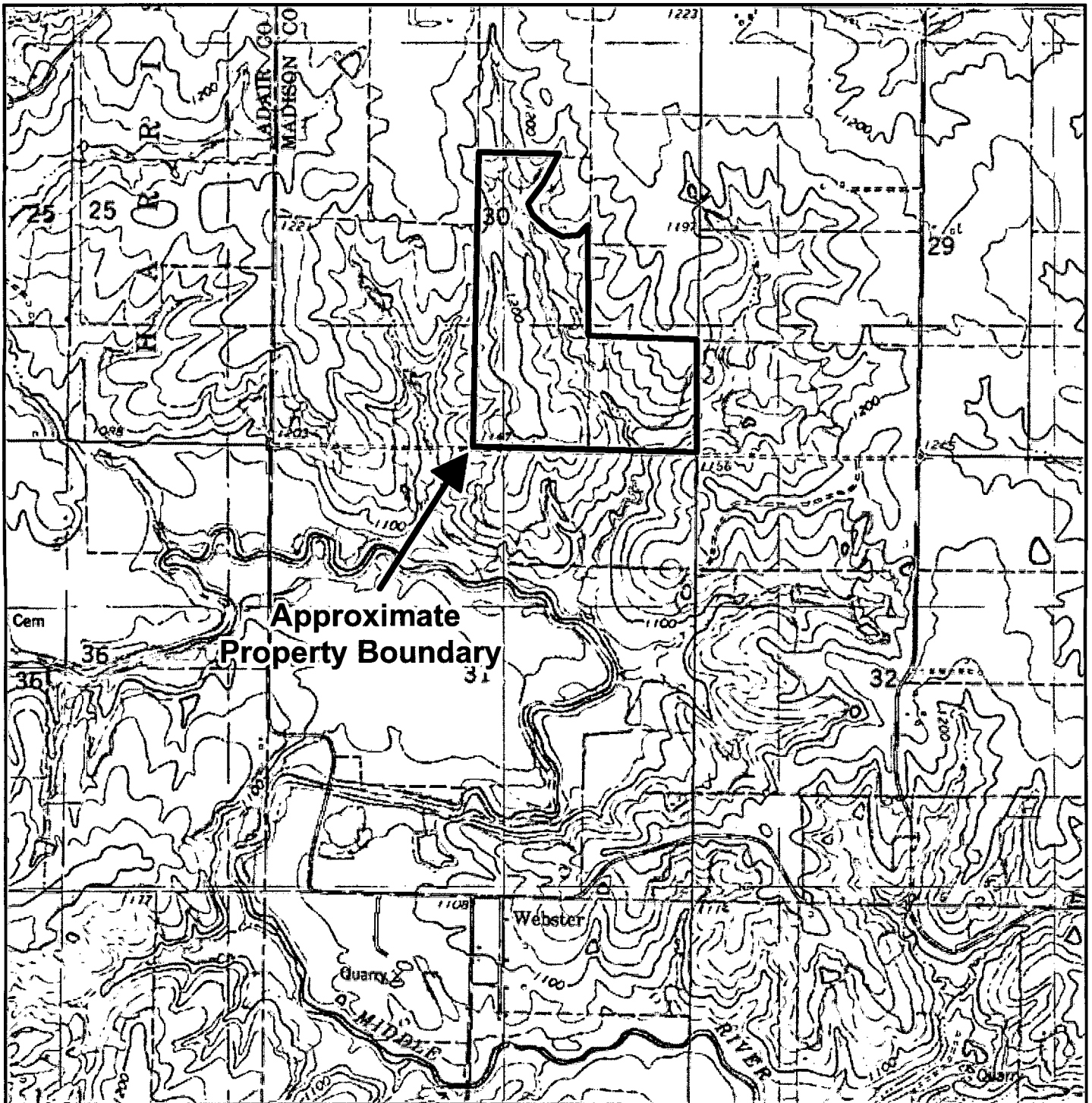


UTM Coordinates
Zone 15 North
NAD 83
Units: Meters




Source of USDA's NAIP 2014 Aerial: ISU's Geographic Map Server
Map Created by: Melanie Louis, Land Stewardship Assistant

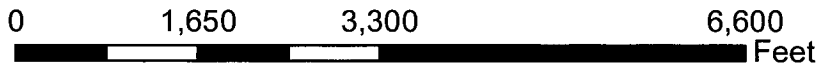
Part of Exhibit B
1:24,000 Topographic Map Showing the Approximate Property Boundary



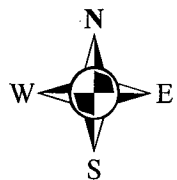
**Approximate
Property Boundary**

Legend

 Approximate Property Boundary

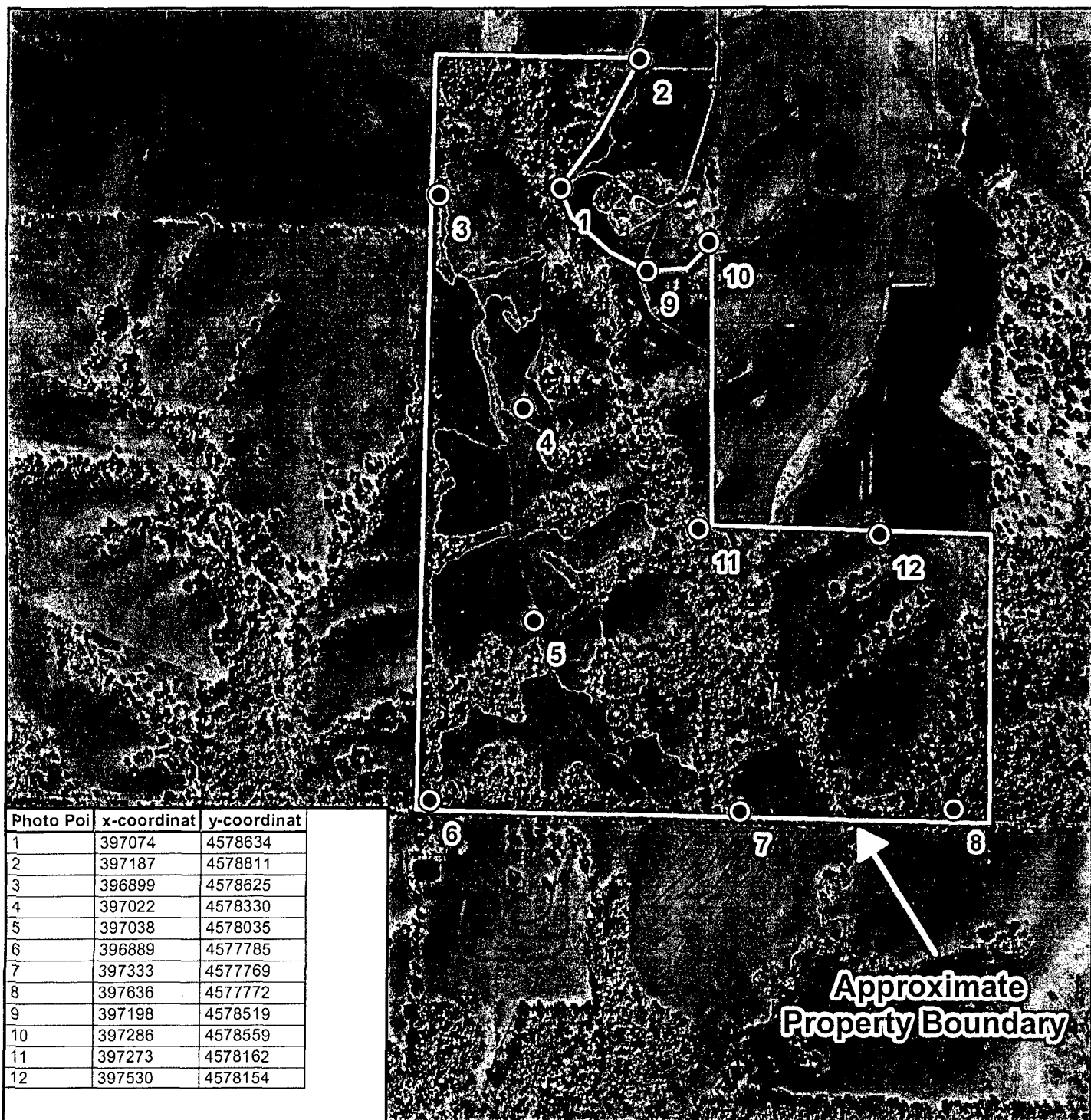


UTM Coordinates
 Zone 15 North
 NAD 83
 Units: Meters





Source of USDA's NAIP Topographic Map: ISU's Geographic Map Server
 Map Created by: Melanie Louis, Land Stewardship Assistant

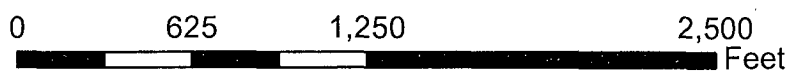
Part of Exhibit B
2014 Aerial Photograph Showing the Approximate Property Boundary
and Photo Point Locations for the Baseline Photographs



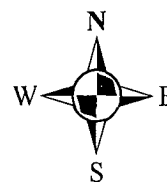
Legend

 Approximate Property Boundary

 Photo Point



UTM Coordinates
 Zone 15 North
 NAD 83
 Units: Meters



Source of USDA's NAIP 2014 Aerial: ISU's Geographic Map Server
 Map Created by: Melanie Louis, Land Stewardship Assistant

Photo point 1A

Magnetic Azimuth: 135°

Comments: Looking southeast along the approximate east boundary of the Property. The mowed area and house in the far left of the photo are not part of the Property. The Property boundary is marked with a pink lathe and survey pin found near the edge of the mowed lawn and young oak with leaves.



Photo point 1B

Magnetic Azimuth: 235°

Comments: Looking southwesterly toward the access bridge on the Property. The easement permits the maintenance and repair of the bridge. The ravine that is shown in this photo flows from the north boundary to the southeast through the Property.



Photo point 1C

Magnetic Azimuth: 350°

Comments: Looking northerly across the ravine that flows through the Property. This area is vegetated with various tree species and prairie species scattered throughout.



Photo point 2A

Magnetic Azimuth: 220°

Comments: Looking southwesterly along the approximate east boundary of the Property. The house, located off the Property, can be seen in the far left side of the photo. This photo was taken near the approximate northeast corner of the Property.

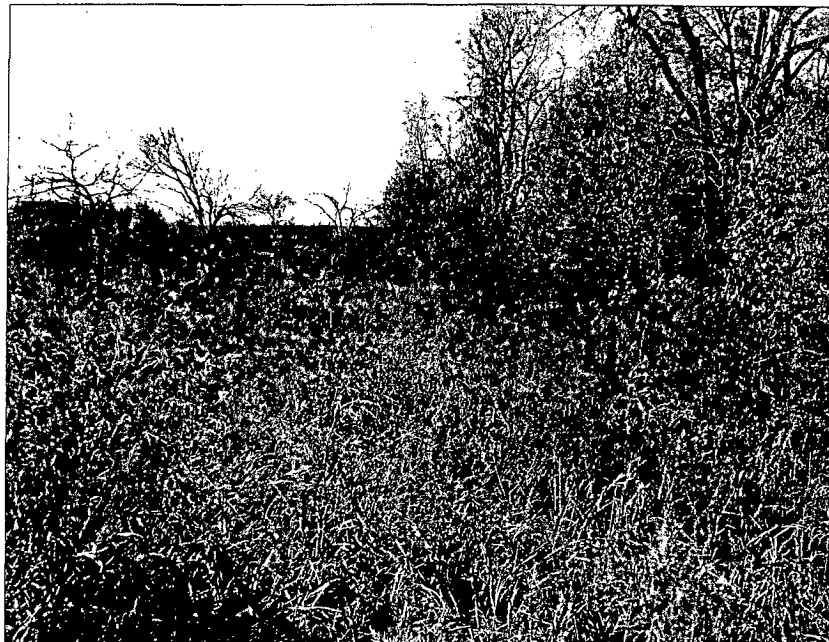


Photo point 2B

Magnetic Azimuth: 260°

Comments: Looking westerly along the approximate north boundary of the Property. The fenceline divides the neighbors pasture from the Property. Everything to the left of the fenceline is part of the Property.



Photo point 3A

Magnetic Azimuth: 25°

Comments: Looking northeasterly along the approximate west boundary of the Property. Everything to the right of the trees is part of the Property. The pasture on the left of the photo is not part of the Property. A wooded ravine runs through the property and provides a mixture of habitat for wildlife.



Photo point 3B

Magnetic Azimuth: 80°

Comments: Looking easterly across the Property. The house, which is not part of the Property, can be seen in the background on the right of the photo. Remnant and reconstructed prairie, as seen in the foreground, are found on the prairie hilltops while trees are found in the wet ravines. The mixture of habitat provides a suitable corridor for wildlife.



Photo point 3C

Magnetic Azimuth: 160°

Comments: Looking southerly along the approximate west boundary of the Property. The caged, oak trees on the right of the photo mark the approximate west boundary of the Property. Over the last twenty years, approximately 5,000 trees have been planted on the Property.



Photo point 4A

Magnetic Azimuth: 10°

Comments: Looking northerly down a mowed lane that follows the ridgeline on the Property. The house, which is not on the Property, can be seen in the background on the right side of the photo. Everything to the right of the mowed lane is remnant prairie. The left side of the lane is a planted or reconstructed prairie.



Photo point 4B

Magnetic Azimuth: 100°

Comments: Looking easterly down a remnant prairie hillside. The row crop in the distance is not part of the Property. The Property consists of perennial vegetation, providing habitat and food for wildlife and pollinators.



Photo point 4C

Magnetic Azimuth: 195°

Comments: Looking southerly along the mowed lane that follows the ridge-top. This area consists of remnant and reconstructed tallgrass prairie. Everything in this photo is part of the Property.



Photo point 4D

Magnetic Azimuth: 325°

Comments: Looking northwesterly toward an area consisting of reconstructed prairie and scattered oaks. The cut grass in the right of the photo is an area where the current landowner has collected seed for seed production on the Property.



Photo point 5A

Magnetic Azimuth: 10°

Comments: Looking northerly across the Property. The mowed lane separates the reconstructed prairie on the left from the remnant prairie on the right. The protection of this Property will provide high quality natural wildlife habitat and open space values.



Photo point 5B

Magnetic Azimuth: 100°

Comments: Looking easterly toward the southeast portion of the Property. The green hay field on the far left side of the photo is not part of the Property. The prairie in the foreground is one of the remnant prairies on the Property.

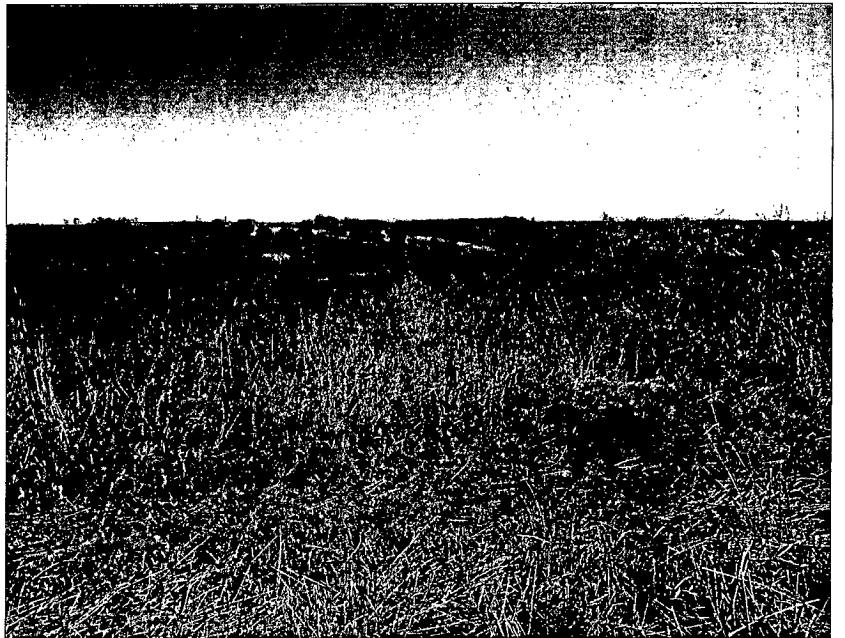


Photo point 5C

Magnetic Azimuth: 155°

Comments: Looking southeasterly along the mowed lane that follows the ridgetop on the Property. The mowed lane separates the reconstructed prairie to the right from the remnant prairie on the left. The mowed lanes are used primarily for managing the prairie and prescribed fire.



Photo point 5D

Magnetic Azimuth: 250°

Comments: Looking westerly into the reconstructed prairie. The closest treeline in the photo is near the approximate west boundary of the Property. The house in the far right corner of the photo is not part of the Property. In this photo, the native prairie has been mechanically harvested for seed production.



Photo point 6A

Magnetic Azimuth: 35°

Comments: Looking northeasterly up hill from the approximate southwest corner of the Property. This area consists of mature oaks as well as Osage orange and cherry trees. There are several small oak and cherry trees that were planted in this area.



Photo point 6B

Magnetic Azimuth: 130°

Comments: Looking southeasterly along the approximate south boundary of the Property. Everything to the left of the fenceline is part of the Property. There is a level C road to the right of the fenceline that can be used to access the south portion of the Property. The cedars in the right portion of the photo are not part of the Property.

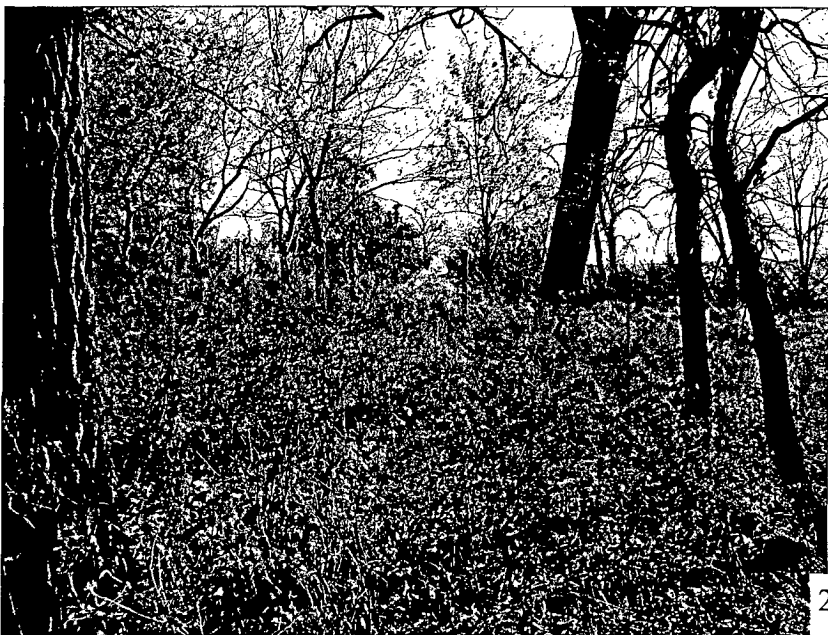


Photo point 6C

Magnetic Azimuth: 350°

Comments: Looking northerly along the approximate west boundary in the southwest corner of the Property. Everything to the right of the fenceline is part of the Property. This area is mostly made up of mature oak and Osage orange trees.



Photo point 7A

Magnetic Azimuth: 20°

Comments: Looking northerly across an area consisting of enhanced remnant prairies and wooded ravines. The green hay field in the distance and on the horizon is not part of the Property. This photo was taken along the approximate south boundary of the Property.

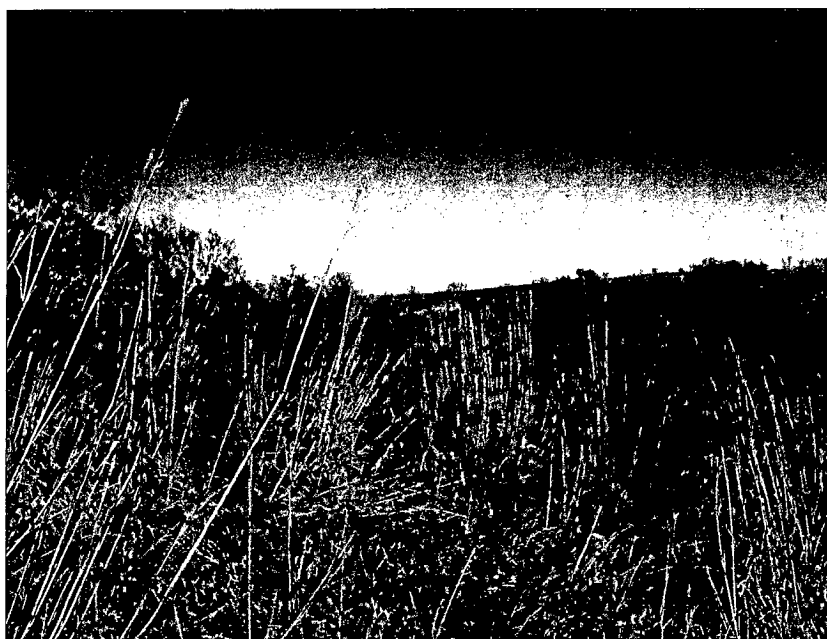


Photo point 7B

Magnetic Azimuth: 85°

Comments: Looking easterly along the mowed lane that borders the approximate south boundary of the Property. Everything to the left of the fenceline is part of the Property. Protection of perennial habitat on this Property will have permanent water quality benefits.



Photo point 7C

Magnetic Azimuth: 265°

Comments: Looking westerly along the mowed lane that borders the approximate south boundary of the Property. Everything to the right of the fenceline, seen in the left of the photo, is part of the Property. The prairie provides habitat and food for wildlife and pollinators.



Photo point 8A

Magnetic Azimuth: 50°

Comments: Looking northeasterly across the woodland near the southeast corner of the Property. This area is mostly made up of Red oak and walnut species. The ridgetop slopes down to an intermittent stream that joins the main stream which flows through the Property.



Photo point 8B

Magnetic Azimuth: 165°

Comments: Looking southerly toward the fenceline, located just past the woodland opening and marks the approximate south boundary of the Property. There is a level C road on the other side of the fenceline that can be used to access the Property from the south.



Photo point 8C

Magnetic Azimuth: 325°

Comments: Looking northwesterly through the woodland in the southeast corner of the Property. This area consists of Red Oak and walnut species. The prairie, which is part of the Property, can be seen in the background of the photo.



Photo point 9A

Magnetic Azimuth: 115°

Comments: Looking southeasterly across the pond, located in the northeast section of the Property. The mowed lane seen in the left side of the photo and bordering the pond marks the approximate boundary. The trees in the mid-ground are located along the east boundary and are part of the Property.



Photo point 9B

Magnetic Azimuth: 195°

Comments: Looking southerly toward the dam of the pond. This photo was taken along the approximate boundary of the Property, marked by a survey pin. Everything in this photo is part of the Property.



Photo point 9C

Magnetic Azimuth: 270°

Comments: Looking west across the Property from the edge of the pond. The mowed area on the right side of the photo is not part of the Property. The scattered trees in the background mark the approximate west boundary of the Property.

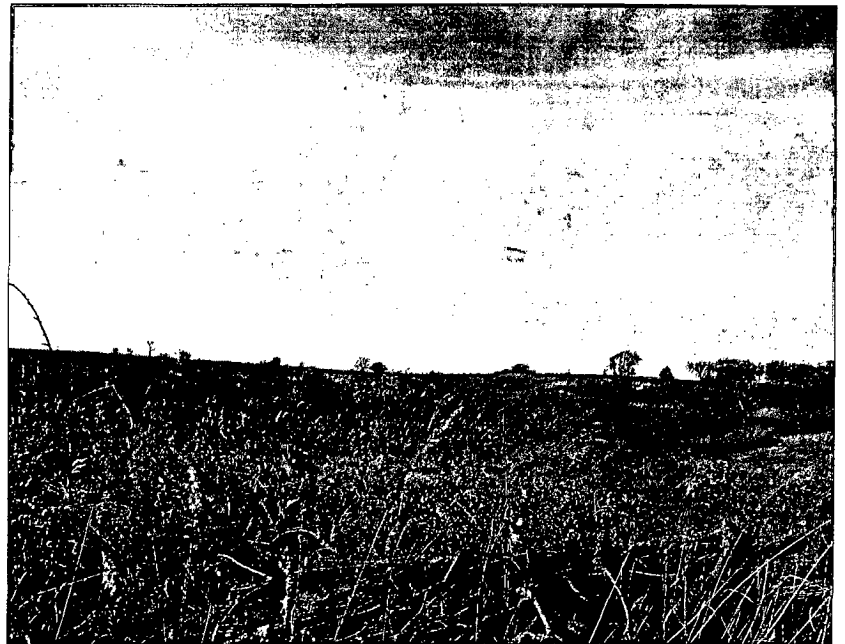


Photo point 10A

Magnetic Azimuth: 40°

Comments: Looking northeasterly toward the northeast corner of the Property. The electric fence in the left of the photo is not part of the Property. The yellow crop field in the background borders the approximate east boundary of the Property. There is a deep ravine in the right side of the photo that intersects with the east boundary.



Photo point 10B

Magnetic Azimuth: 150°

Comments: Looking southeasterly toward an old junk pile in a ravine located in the northeast corner of the Property. The junk in the ravine consists of old scrap metal and fencing materials. The fenceline is suspended across the ravine, marking the approximate east boundary of the Property.

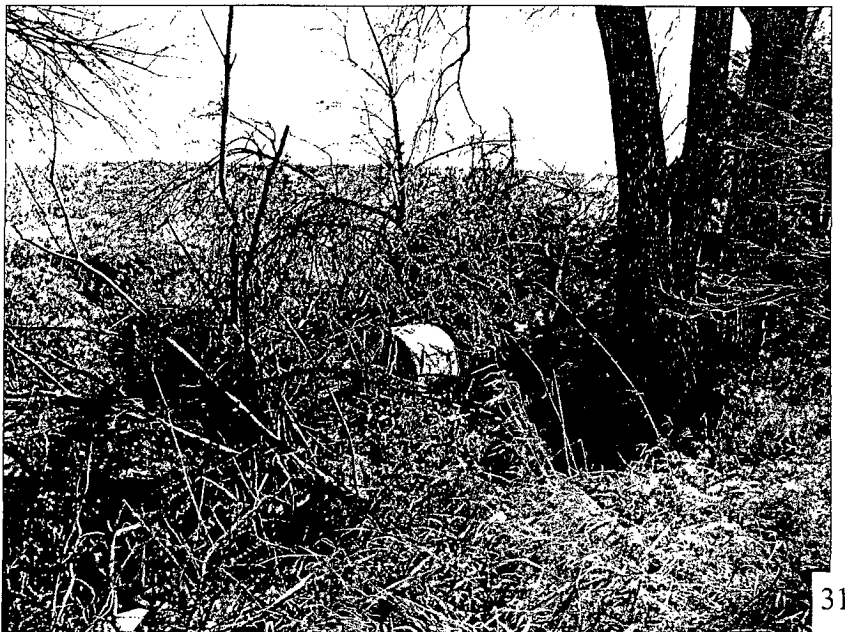


Photo point 10C

Magnetic Azimuth: 210°

Comments: Looking southwesterly from the northeast corner of the Property. The electric fence on the right of the photo marks the approximate north boundary. The pond, which is part of the Property, can be seen in the mid-ground of the photo.



Photo point 11A

Magnetic Azimuth: 85°

Comments: Looking easterly toward the north and east boundary of the Property. The ranger in the photo is parked near the approximate corner post. The row crop in the distance is not part of the Property.



Photo point 11B

Magnetic Azimuth: 200°

Comments: Looking southerly along the ravine that flows through the Property. The area surrounding the stream is mostly wooded, with Black cherry and Mulberry species.



Photo point 11C

Magnetic Azimuth: 345°

Comments: Looking northerly along the ravine that flows through the Property. The fenceline that marks the east boundary is to the right of the bird house, seen in the upper right portion of the photo. The yellow field on the upper right side of the photo is not part of the Property.



Photo point 12A

Magnetic Azimuth: 100°

Comments: Looking easterly along the approximate north boundary of the southeast section of the Property. The box blind in the distance is located in the field to the left of the fenceline and is not on the Property. Everything to the right of the fenceline is part of the Property.

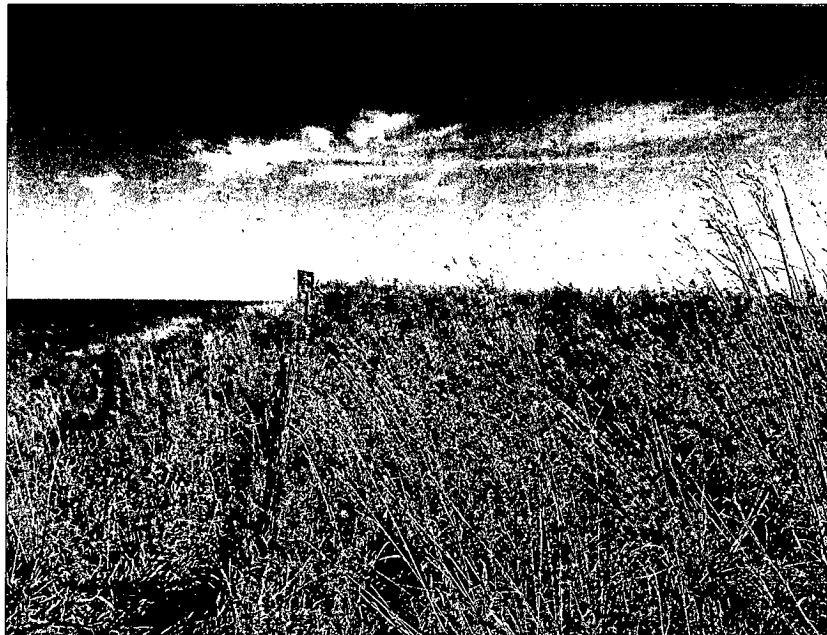


Photo point 12B

Magnetic Azimuth: 220°

Comments: Looking southwesterly down a prairie hillside on the Property. This area consists of enhanced remnant prairie and provides habitat for wildlife and pollinators. The wooded section in the midground of the photo is also part of the Property.

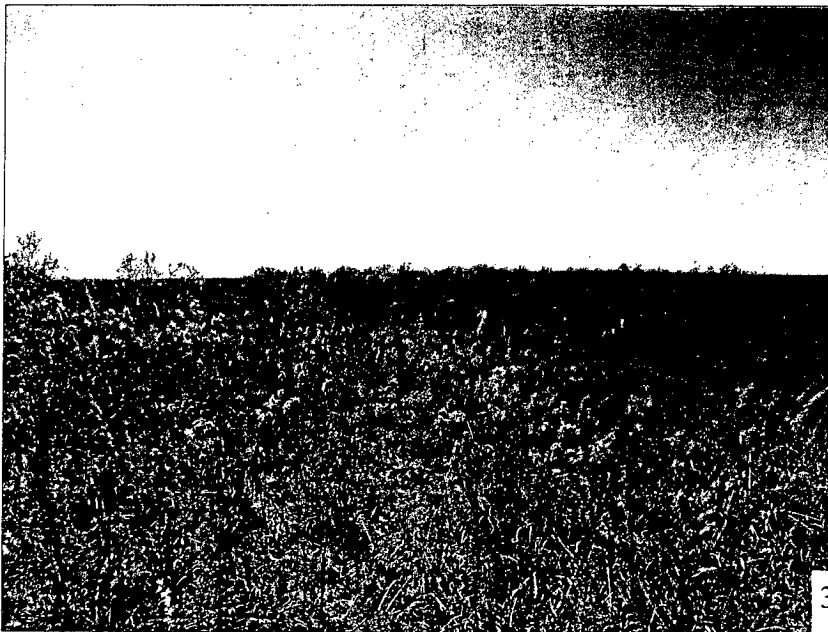


Photo point 12C

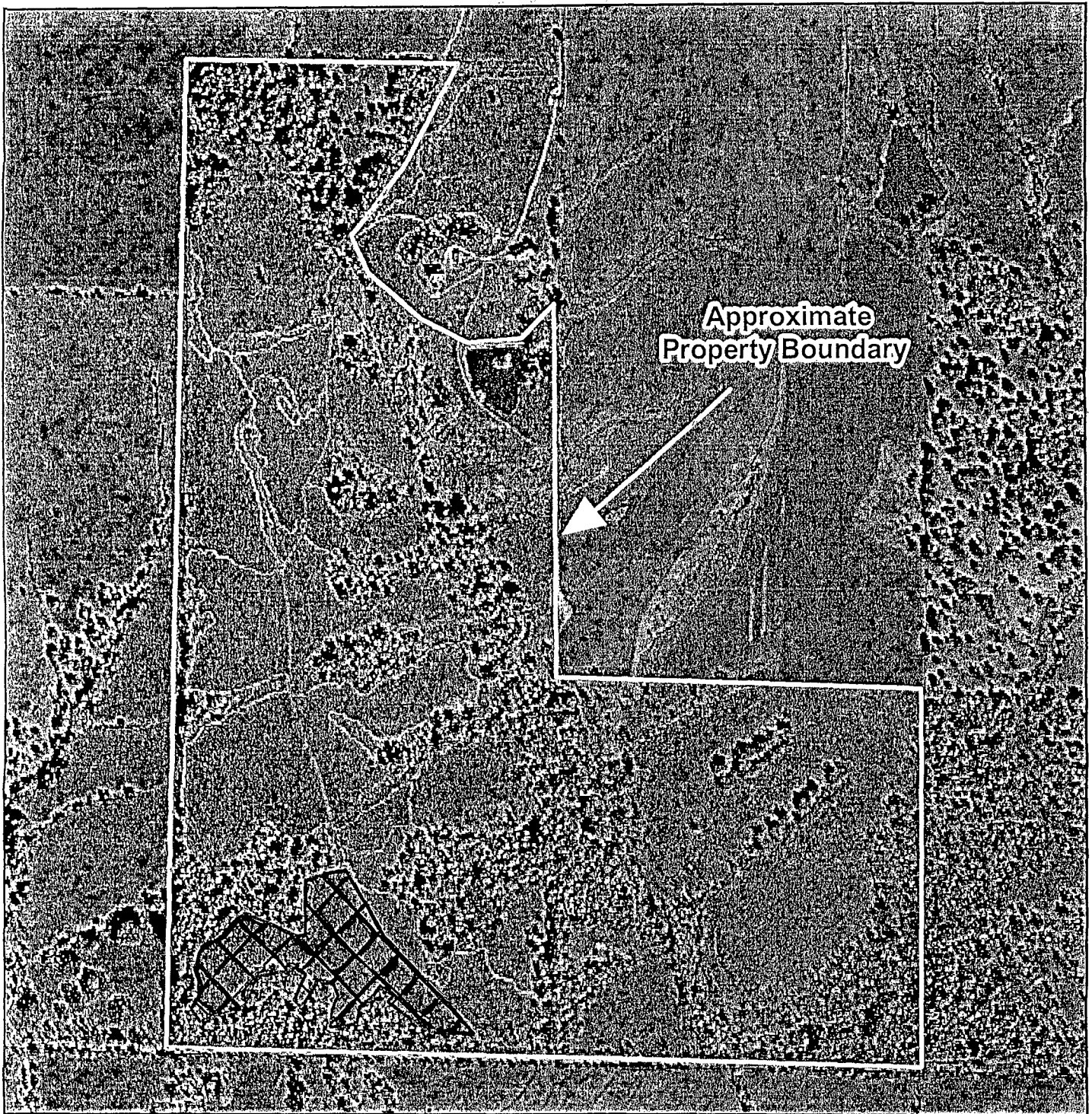
Magnetic Azimuth: 290°

Comments: Looking westerly along the approximate north boundary of the southeast section of the Property. Everything to the left of the fenceline, seen on the left side of the photo, is part of the Property. The green hay field and yellow field adjacent to it are not part of the Property. The prairie opening and wooded sections in the distance and on the horizon are part of the Property.

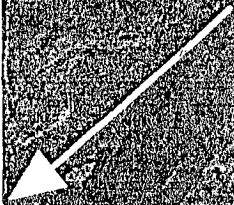


Exhibit C



2014 Aerial Photograph Showing the Approximate Property Boundary and Permitted Food Plot Area

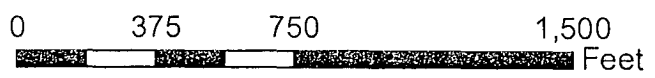


Approximate
Property Boundary

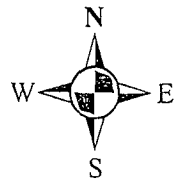


Legend

-  Approximate Property Boundary
-  Permitted Food Plot Area



UTM Coordinates
Zone 15 North
NAD 83
Units: Meters



Source of USDA's NAIP 2014 Aerial: ISU's Geographic Map Server
Map Created by: Melanie Louis, Land Stewardship Assistant