



Document 2017 4010

Book 2017 Page 4010 Type 06 001 Pages 38

Date 12/21/2017 Time 3:00:48PM

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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

Prepared by: Ross A. Baxter, Iowa Natural Heritage Foundation 505 5<sup>th</sup> Ave, Suite 444 Des Moines, IA 50309 Phone: (515) 288-1846

✓ Return document to: Iowa Natural Heritage Foundation 505 5<sup>th</sup> Ave, Suite 444 Des Moines, IA 50309 Phone: (515) 288-1846

Tax statements to: John M. and Shari J. Paule Revocable Trust, dated May 18, 2006 of 3500 Pommel Place West Des Moines, IA 50265

**DEED OF CONSERVATION EASEMENT**

21<sup>st</sup> **THIS DEED OF CONSERVATION EASEMENT** ("Easement") is made this day of December, 2017, by and between John M. and Shari J. Paule, as trustees of the John M. and Shari J. Paule Revocable Trust, dated May 18, 2006 of 3500 Pommel Place West Des Moines, IA 50265 (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 93.3 acres, more or less, and is more particularly described in Exhibit "A" (PAGES 15 & 16) attached hereto and made a part hereof ("the Property"); and

**WHEREAS**, the Property possesses natural, scenic, agricultural, and open-space, (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 a high quality sedge meadow, prairie remnant and oak savanna, which is significant given the original tallgrass prairie has been reduced to 1/10<sup>th</sup> of 1 percent in Iowa; and

**WHEREAS**, the property is adjacent to several permanently protected Wetland Reserve Program Conservation Easements held by the United States through the Natural Resource and Conservation Service (NRCS); and

**WHEREAS**, Grantor has restored numerous wetlands in the sedge meadow area that will contribute to the quality of the wildlife habitat on the property and the water quality of the North River Watershed thereby providing public benefit; and

**WHEREAS**, Grantor has restored the oak savanna on the property, which is part of the tallgrass prairie/wetland complex that used to exist in the area; and

**WHEREAS**, the Property is viewable from Summerhill Trail, a public road, and provides scenic beauty that the general public can enjoy from said roadside; 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**, significant portions of the Property are vegetated with perennial grass, wildflower, oak savanna and wetlands, in addition to aquatic habitat, including small streams, ponds and wetlands, which collectively provide for excellent wildlife habitat for birds, insects, reptiles, amphibians, waterfowl, mammals, and fish; and

**WHEREAS**, development of the Property would contribute to the degradation of the scenic, wildlife habitat, 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 December 18, 2017; 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 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**, 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 as 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 preserve the mixed wildlife habitat, oak savanna, sedge meadow and limited agriculture of the Property and to assure that the

Property will be preserved forever in its natural, scenic, limited 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 wildlife habitat of oak savanna, sedge meadow and native prairie of the Property; to the extent that other Conservation Values 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;
- (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) Agricultural practices, including but not limited to, plowing, disking, tilling, tiling, row-cropping, haying or placement of food plots, in the "Permitted Row Crop Area," as shown in **Exhibit B**;
- (b) Haying anywhere on the Property after August 1<sup>st</sup> and restricted to no more than one (1) cutting per year;
- (c) 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 of this Easement;

- (d) Ecological restoration, including but not limited to invasive species removal and prescribed fire, grazing and haying, with a plan approved in writing in advance by Grantee provided approval shall not be unreasonably withheld;
- (e) Harvest and sale of native seed collected by hand or mechanical means provided it does not negatively impact the ecological integrity and diversity of the Property;
- (f) Food plots for the benefit of wildlife provided that food plots do not exceed three (3) acres on the parcel north of Summerhill Trail (Parcel A) and two (2) acres on the parcel south of Summerhill Trail (Parcel B), as described in **Exhibit A**;
- (g) Creation and maintenance of two (2) permanent underground duck hunting blinds or "pit" blinds located on Parcel A, as described in **Exhibit A**, provided there is minimal disturbance to native vegetation and water quality;
- (h) Creation and maintenance of vegetated trails;
- (i) Creation, drilling and/or replacement of a deep water well and associated utilities;
- (j) Harvesting wild fruit, nuts, and mushrooms;
- (k) Undeveloped recreational use, including but not limited to, horseback riding, hunting, fishing, trapping, camping, campfires, picnicking, hiking, wildlife observation, snowshoeing, and cross-country skiing, provided such activities do not negatively impact the Property's Conservation Values, as determined by Grantee;
- (l) Placement of non-permanent, temporary tree stands, ground blinds and up to three (3) permanent elevated blinds without utilities, provided two (2) elevated blinds may be located on Parcel A and one (1) elevated blind may be located on Parcel B, unless otherwise mutually agreed upon;
- (m) Collection of deadwood or fallen wood for firewood;
- (n) Creation or enhancement of ponds and wetlands, including reengineering water control structures and excavation of wetlands and ponds. All activities subject to a written plan approved in writing in advance by Grantee, provided approval shall not be unreasonably withheld;

- (o) Creation and maintenance of a wetland and water control structure in the northeast corner of the Property;
- (p) Construction, placement and maintenance of rock jetties or docks on any waterbody found on the Property.

**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, tower or generator, except as provided for in paragraph 3;
- (b) Agricultural practices, including but not limited to, plowing, disking, tilling, tiling, clearing of vegetation, row-cropping, or grazing of livestock, except as permitted in paragraph 3;
- (c) Logging or removal of trees, except for removal of non-native or invasive species or as provided for in paragraph 3;
- (d) Establishment of any livestock feed lot or animal confinement operation;
- (e) Dumping of ashes, trash, rubbish, garbage, offal, or any other unsightly or offensive materials;
- (f) 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;
- (g) Any exploitation of mineral resources, by either subsurface or surface means;
- (h) 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;
- (i) Introduction of invasive plant or animal species;
- (j) Introduction of non-native plant or animal species, except as permitted in paragraph 3 or with the prior written approval of Grantee;
- (k) 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, provided

approval shall not be unreasonably withheld. 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;

- (l) Alteration of the topography of the Property or its drainage systems, except, with prior written approval of Grantee, for purposes such as erosion control, public safety considerations, for purposes protective of the natural integrity of the Property or except as permitted in paragraph 3;
- (m) Installation or upgrading of utility structures or lines, except with the prior written approval of Grantee;
- (n) Construction or enlargement of any developed roads, access lanes or parking lots;
- (o) Subdivision, parcelization or de facto subdivision of the Property outside of the designated two parcels, Parcel A and Parcel B, thus keeping Parcel A and Parcel B, as described in **Exhibit A**, as two units, never to be split into more than two separate units;
- (p) 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.

**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, reasonably 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 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%, not to exceed \$7,500, of the Fair Market Value, at the time of granting this easement, of that part transferred 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.

**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 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:

John M. and Shari J. Paule Revocable Trust, dated May 18, 2006  
3500 Pommel Place  
West Des Moines, IA 50265

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 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 Madison County, Iowa.

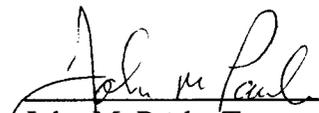
## **17. Environmental Compliance.**

(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.

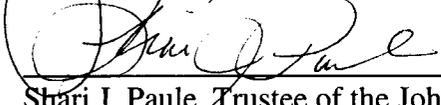
(b) Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become 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.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed of Conservation Easement on this 21<sup>st</sup> day of December 2017.

**GRANTORS**

  
\_\_\_\_\_

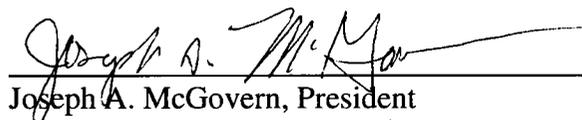
John M. Paule, Trustee of the John M. and Shari J. Paule Revocable Trust, dated May 18, 2006

  
\_\_\_\_\_

Shari J. Paule, Trustee of the John M. and Shari J. Paule Revocable Trust, dated May 18, 2006

**GRANTEE**

Iowa Natural Heritage Foundation

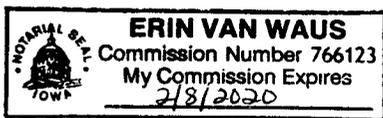
  
\_\_\_\_\_

Joseph A. McGovern, President

**GRANTOR ACKNOWLEDGMENT**

STATE OF IOWA COUNTY OF Polk

This instrument was acknowledged before me on December 21<sup>st</sup>, 2017, by John M. and Shari J. Paule, husband and wife and Trustees of the John M. and Shari J. Paule Revocable Trust, dated May 18, 2006.

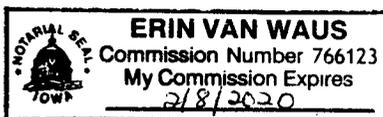


  
\_\_\_\_\_  
Notary Public

**GRANTEE ACKNOWLEDGMENT**

STATE OF IOWA COUNTY OF Polk

This instrument was acknowledged before me on December 21, 2017, by Joseph A. McGovern as President of the Iowa Natural Heritage Foundation.



  
\_\_\_\_\_  
Notary Public

## EXHIBIT A

### Legal Description

#### **Parcel A:**

The Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Eight (8), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa;

AND

The Southwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Eight (8), in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa, **EXCEPT** a tract of land described as follows, to-wit: Commencing as a point of reference at the West Quarter (1/4) Corner of said Section Eight (8), thence North 82°41'00" East 3,894 feet to the point of beginning on the South line of the Northeast Quarter (1/4) of said Section Eight (8), thence North 01°41'30" West 289.03 feet; thence North 86°40'40" East 69.73 feet, thence South 2°26'00" East 284.05 feet, thence South 82°41'00" West 73.71 feet to the point of beginning; and **EXCEPT** the area identified as "Excluded Parcel 1" that is lying west of the existing fence line in the SW 1/4 of the NE 1/4 of said section and further delineated by GPS points on the map attached to Exhibit A; and **EXCEPT** the area identified as "Excluded Parcel 2" that is lying within the SW 1/4 of the NE 1/4 of said section and generally lying south and east of the delineated GPS points on the map attached to Exhibit A;

AND

#### **Parcel B:**

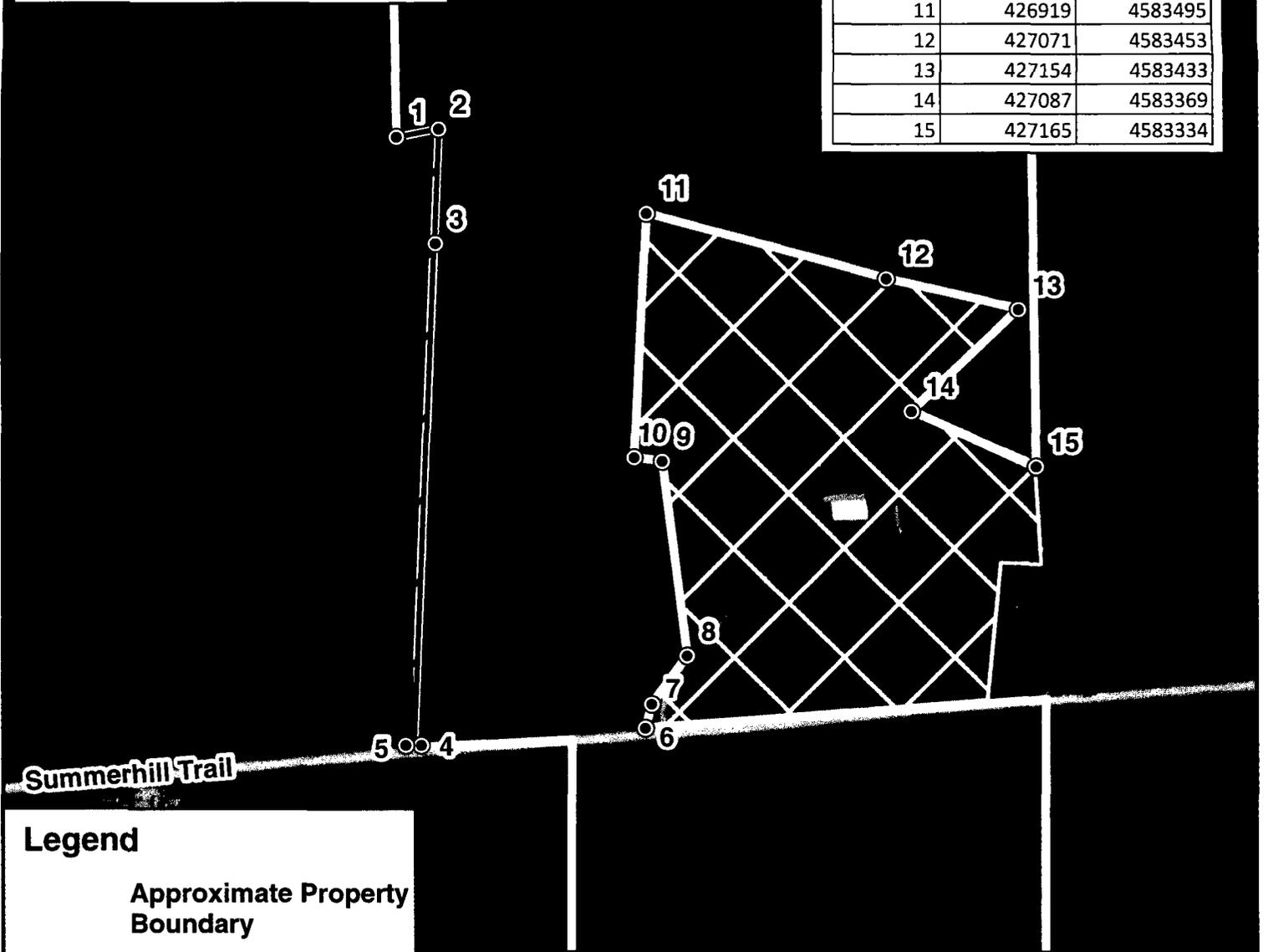
Parcel "D" located in the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Eight (8), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa, containing 30.00 acres, as shown in Plat of Survey filed in Book 2017, Page 3704 on November 27, 2017, in the Office of the Recorder of Madison County, Iowa.

Part of Exhibit A

2015 Aerial Photograph Showing the Approximate Property Boundary, Excluded Parcel 1, Excluded Parcel 2 and Corresponding GPS Points. Exclusions noted in Exhibit A are currently owned by Grantor.

Excluded Parcel 1		
GPS Point	X-Coordinate	Y-Coordinate
1	426760	4583543
2	426787	4583548
3	426784	4583475
4	426771	4583155
5	426770	4583155

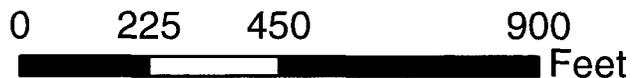
Excluded Parcel 2		
GPS Point	X-Coordinate	Y-Coordinate
6	426918	4583167
7	426922	4583183
8	426944	4583214
9	426929	4583338
10	426911	4583340
11	426919	4583495
12	427071	4583453
13	427154	4583433
14	427087	4583369
15	427165	4583334



**Legend**

-  Approximate Property Boundary
-  Excluded Parcel 1
-  Excluded Parcel 2
-  GPS Point

UTM Coordinates  
Zone 15 North  
NAD 83  
Units: Meters



## **Exhibit B**

### **Paule Preserve Conservation Easement Madison County, Iowa**

### **Baseline Documentation Report**

**Grantors:**

John M. and Shari J. Paule Revocable Trust, dated May 18, 2006  
3500 Pommel Place  
West Des Moines, IA 50265

**Grantee:**

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

**Conservation Easement Size:**

93.3 Acres, m/l

**Prepared and Reviewed by:**

Jessica Riebkes Clough, Conservation Easement Intern  
B.A. Central College, Biology  
M.S. University of Northern Iowa, Biology

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  
Seven years of conservation easement experience at INHF

**Date: December 18, 2017**

## Exhibit B

### Table of Contents:

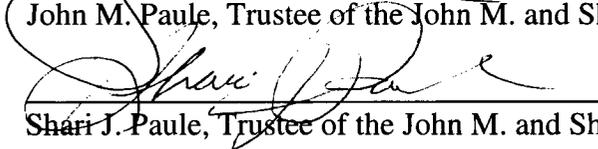
Signature Page .....	19
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**EXHIBIT B**  
**OWNER ACKNOWLEDGEMENT OF CONDITION**

Grantors 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.

**GRANTORS**

  
\_\_\_\_\_  
John M. Paule, Trustee of the John M. and Shari J. Paule Revocable Trust, dated May 18, 2006

  
\_\_\_\_\_  
Shari J. Paule, Trustee of the John M. and Shari J. Paule Revocable Trust, dated May 18, 2006

**GRANTEE**

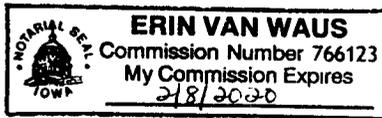
Iowa Natural Heritage Foundation

  
\_\_\_\_\_  
Joseph A. McGovern, President

**GRANTOR ACKNOWLEDGMENT**

STATE OF IOWA COUNTY OF Polk

This instrument was acknowledged before me on December 21, 2017, by John M. and Shari J. Paule, husband and wife, and Trustees of the John M. and Shari J. Paule Revocable Trust, dated May 18, 2006.

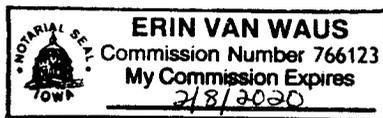


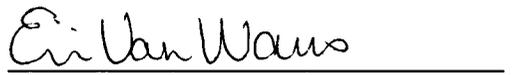
  
\_\_\_\_\_  
Notary Public

**GRANTEE ACKNOWLEDGMENT**

STATE OF IOWA COUNTY OF Polk

This instrument was acknowledged before me on December 21, 2017, by Joseph A. McGovern as President of the Iowa Natural Heritage Foundation.



  
\_\_\_\_\_  
Notary Public

**Purpose:** It is the purpose of this Easement to preserve the mixed wildlife habitat, oak savanna, sedge meadow and limited agriculture of the Property and to assure that the Property will be preserved forever in its natural, scenic, limited 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 wildlife habitat of oak savanna, sedge meadow and native prairie of the Property; to the extent that other Conservation Values 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, Conservation Easement Intern  
The 93.3-acre property is located 3 miles northeast of Patterson and 4.5 miles northwest of Bevington in Section 8, Township 76 North, Range 26 West in Madison County. The Property contains woodland, oak savanna, reconstructed prairie, remnant sedge meadow, areas of open water, and agricultural areas which collectively provide for excellent wildlife habitat for birds, insects, reptiles, amphibians, waterfowl, mammals, and fish.

The grantor is actively restoring the oak savanna on the property through tree removal and prescribed fire. This work is significant because this land is a part of the tallgrass prairie/wetland complex that used to exist in the area, habitats that have faced huge losses due to conversion of land for agriculture. The protection of this Property ensures more wildlife habitat being permanently protected, aiding in Iowa's Wildlife Action Plan (2006, updated 2015) goal of permanently protecting an additional 2% of Iowa's wildlife habitat by the year 2030.

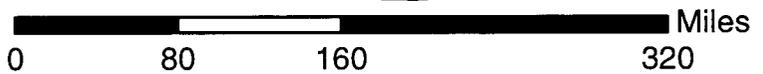
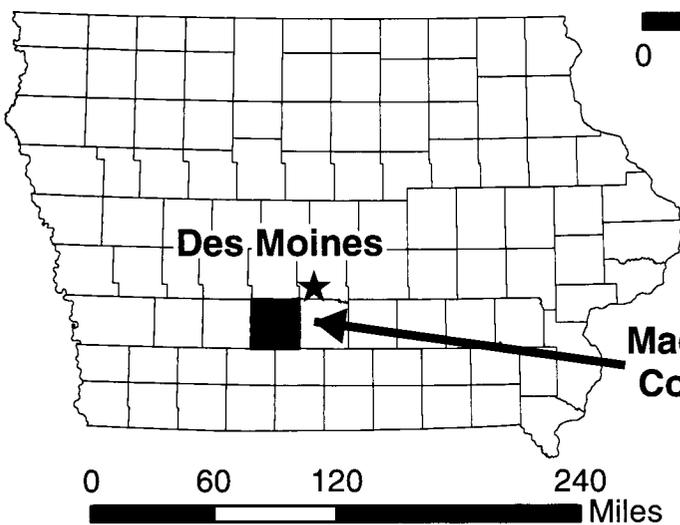
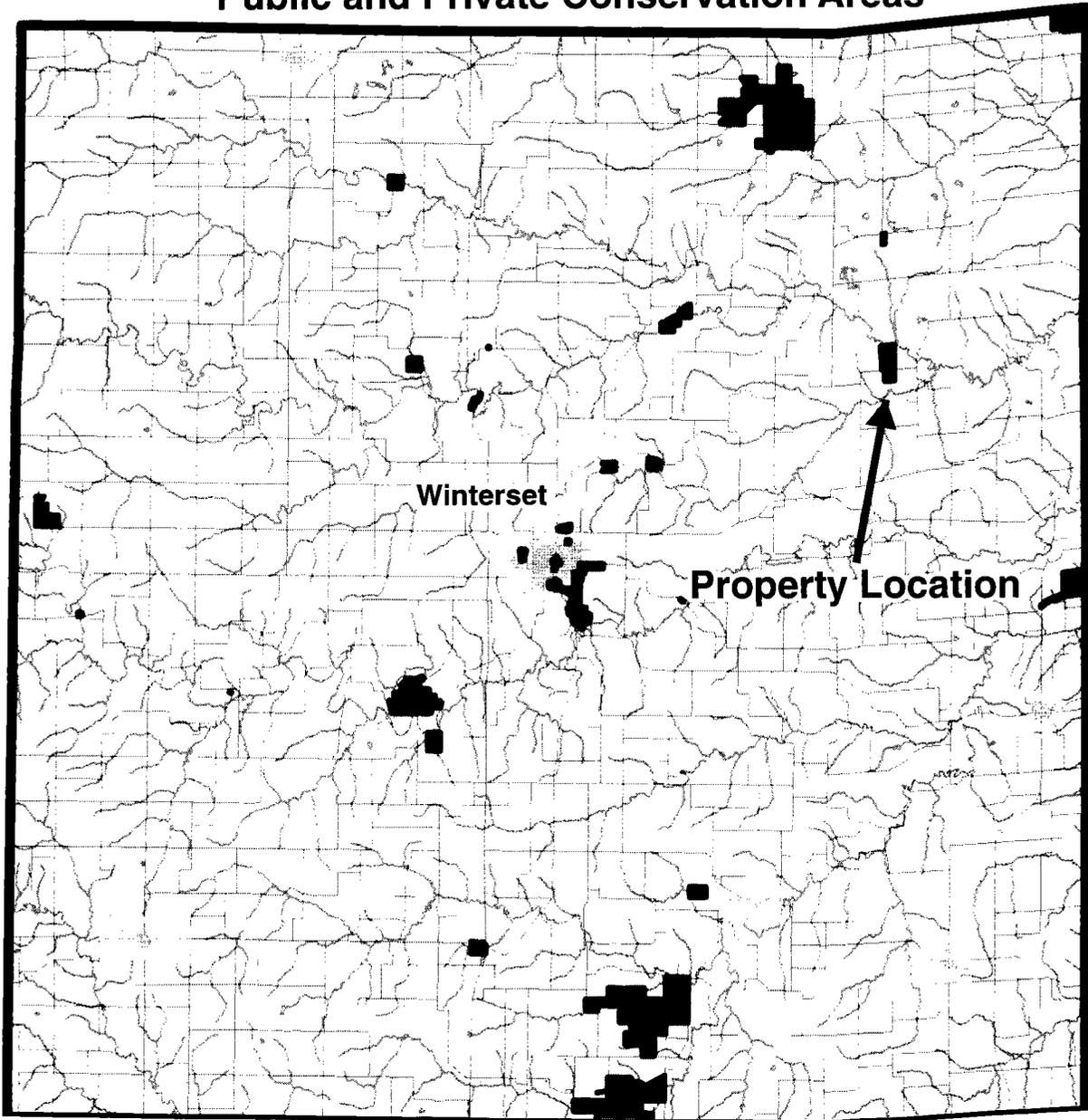
The Property is within 250 yards of the North River and is adjacent to several permanently protected Wetland Reserve Program Conservation Easements held by the United States through the Natural Resource and Conservation Service (NRCS). In addition, the grantor has restored numerous wetlands in the sedge meadow area that will contribute to the quality of the wildlife habitat on the property and enhance other protected land in the area. This easement, along with the adjacent WRP easements, will provide public benefit by enhancing the water quality of the North River Watershed.

The conservation easement would prohibit construction of any buildings or structures and limit agricultural practices to the Permitted Agricultural Area. The easement-required Conservation Plan, created by USDA Natural Resources Conservation Service, will help guide farm management decisions and minimize soil loss.

The Property, with its abundant conservation values, and the associated Conservation Easement provide a fine example of permanently protecting important wildlife habitat and open space. A conservation easement on this site is consistent with many of INHF's protection goals: protecting wildlife habitat and open-space, and improving water quality.

# Part of Exhibit B

## Map of Madison County Showing the Location of the Property, Public and Private Conservation Areas

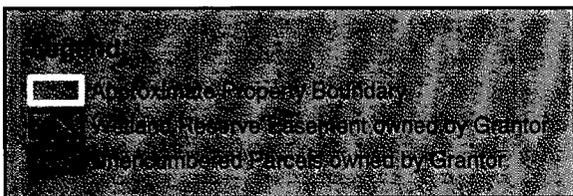
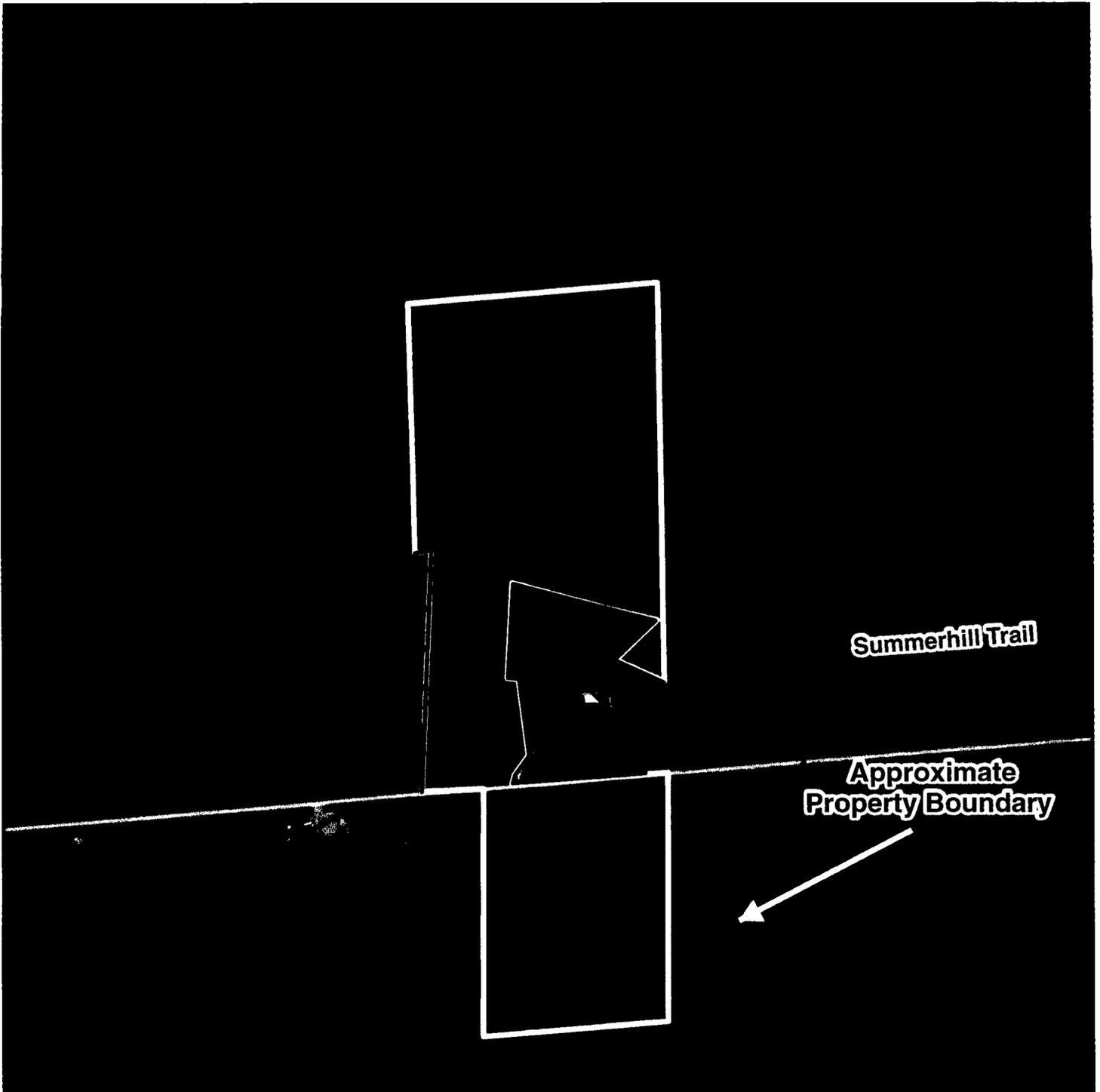


### Legend

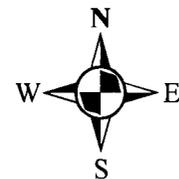
-  Property Location
-  Public Conservation Areas
-  Private Conservation Areas
-  Madison County Roads
-  Madison County Rivers and Streams



**Part of Exhibit B**  
**2015 Aerial Photograph Showing the Approximate Property Boundary**  
**and three excluded parcels owned by current Grantor**

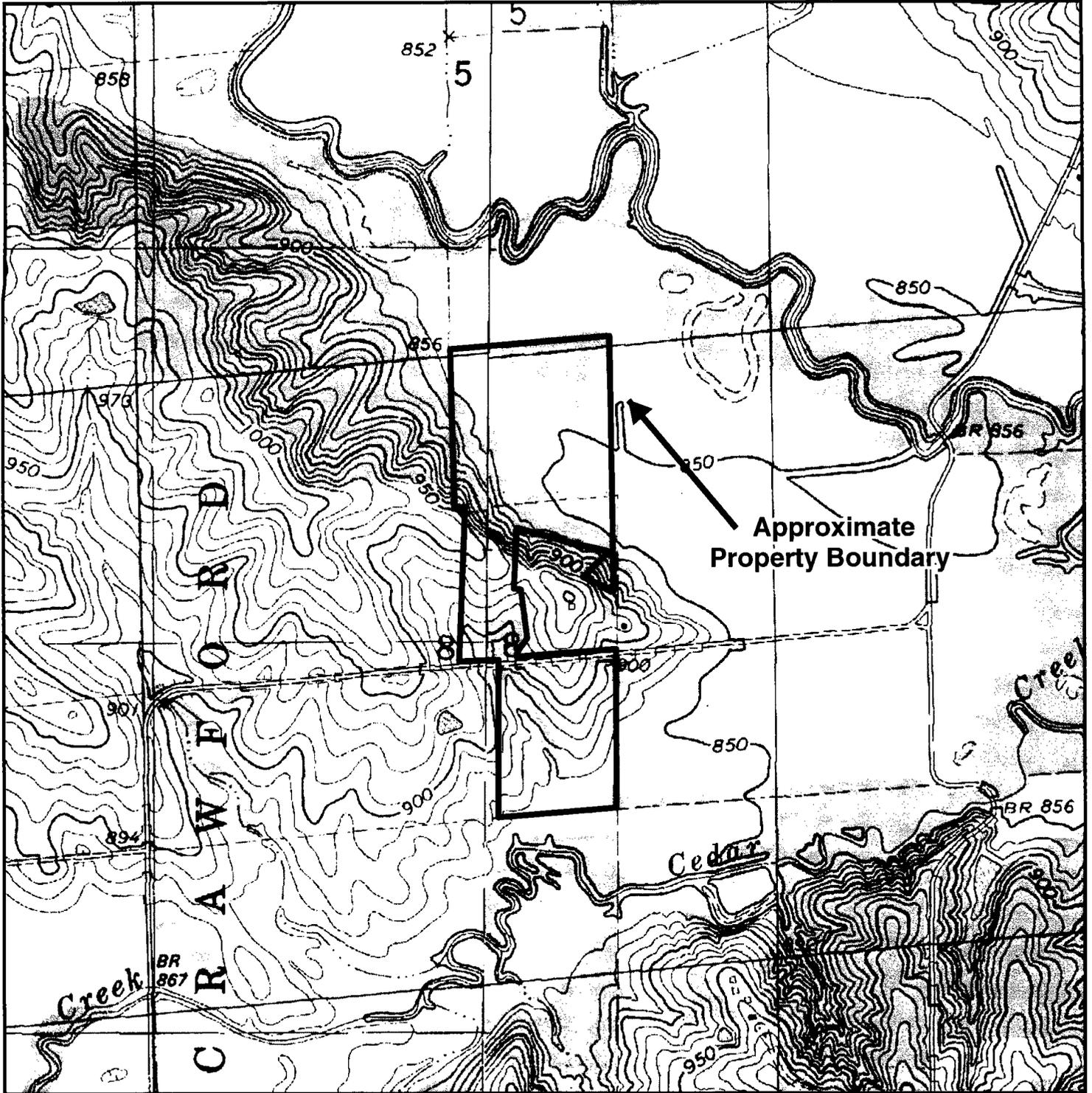


UTM Coordinates 0 500 1,000 2,000 Feet  
 Zone 15 North  
 NAD 83  
 Units: Meters



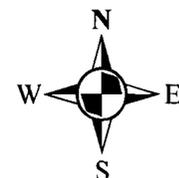
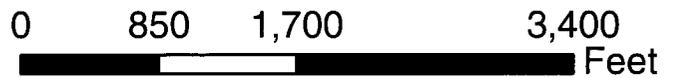
Source of 2015 Aerial: ISU's Geographic Map Server  
 Map Created by: Jessica Riebkes Clough, Conservation Easement Intern  
 Date Created: December 4, 2017

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



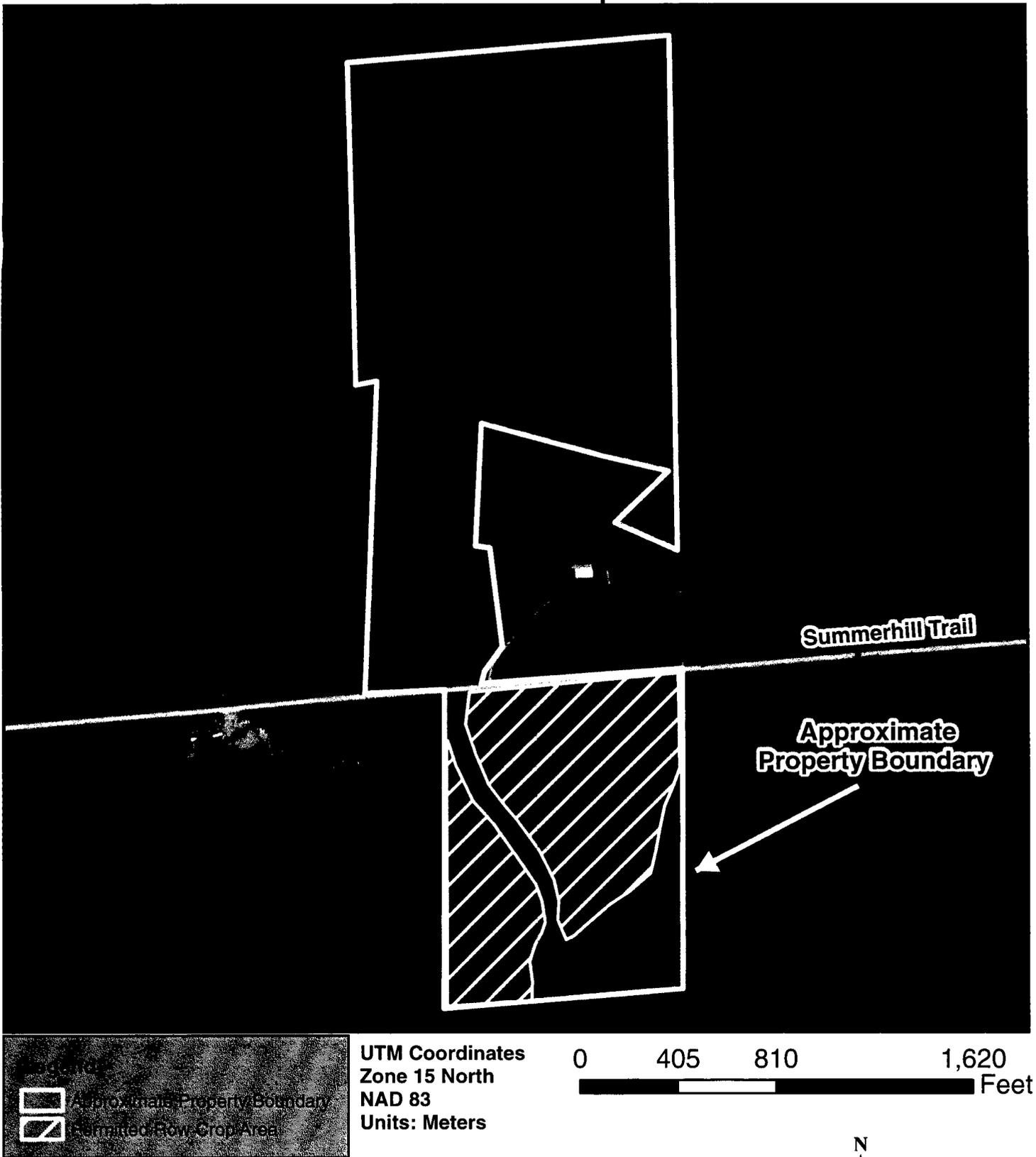
**Legend**  
 Approximate Property Boundary

UTM Coordinates  
 Zone 15 North  
 NAD 83  
 Units: Meters

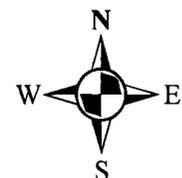


Source of Topographic Map: ISU's Geographic Map Server  
 Map Created by: Jessica Riebkes Clough, Conservation Easement Intern  
 Date Created: November 30, 2017

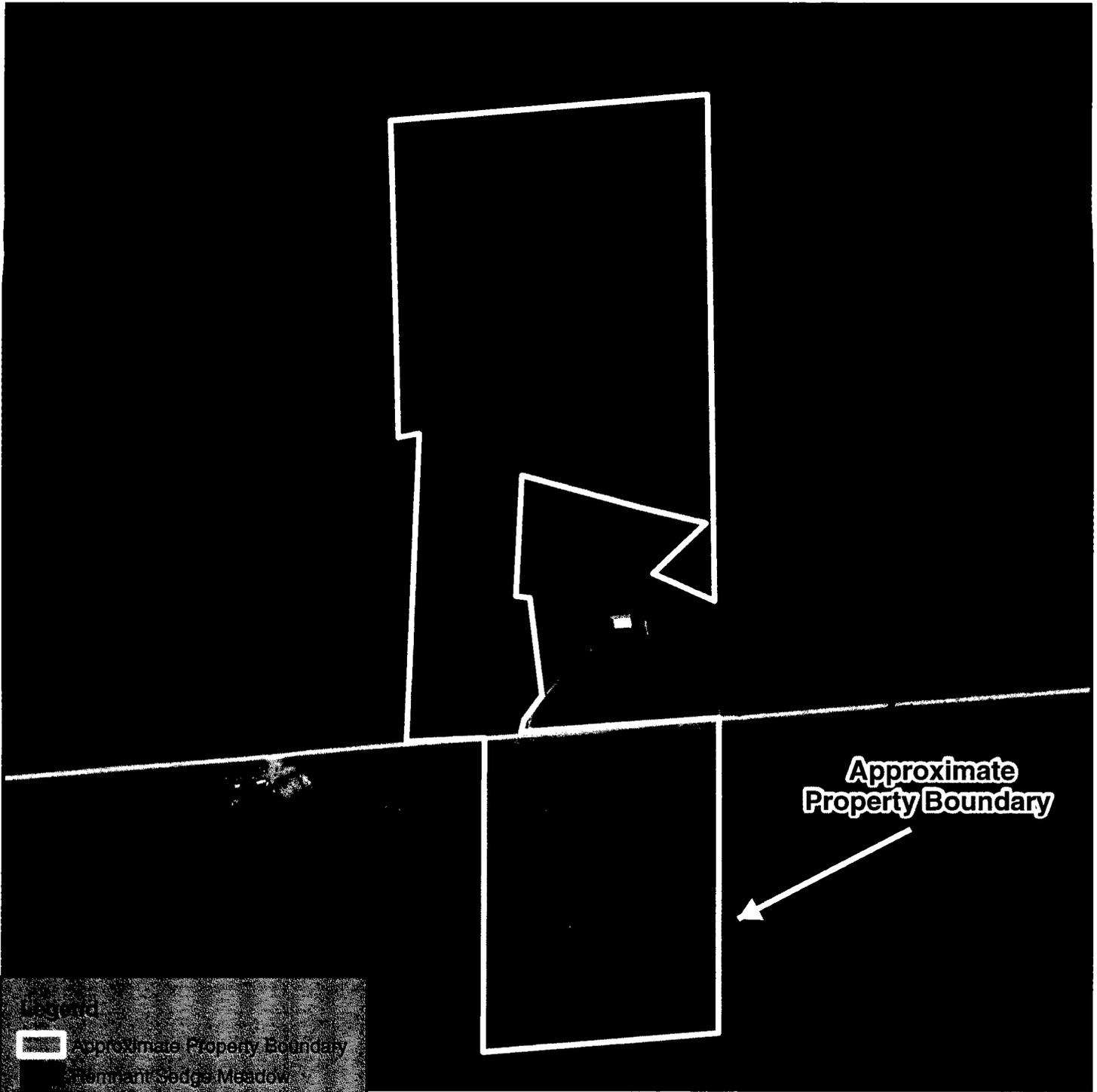
**Part of Exhibit B**  
**2015 Aerial Photograph Showing the Approximate Property Boundary and the Permitted Row Crop Area**



Source of 2015 Aerial: ISU's Geographic Map Server  
Map Created by: Jessica Riebkes Clough, Conservation Easement Intern  
Date Created: December 18, 2017



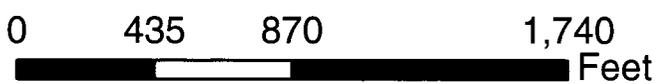
**Part of Exhibit B  
2015 Aerial Photograph Showing the Approximate Property Boundary and  
Habitat Zones**



**Legend**

-  Approximate Property Boundary
-  Dominant Sedge Meadow
-  Oak Savanna
-  Water Wetland
-  Reconstructed Prairie
-  Agriculture
-  Natural Area

UTM Coordinates  
Zone 15 North  
NAD 83  
Units: Meters



Source of 2015 Aerial: ISU's Geographic Map Server  
Map Created by: Jessica Riebkes Clough, Conservation Easement Intern  
Date Created: December 5, 2017

**Part of Exhibit B**  
**2015 Aerial Photograph Showing the Approximate Property Boundary**

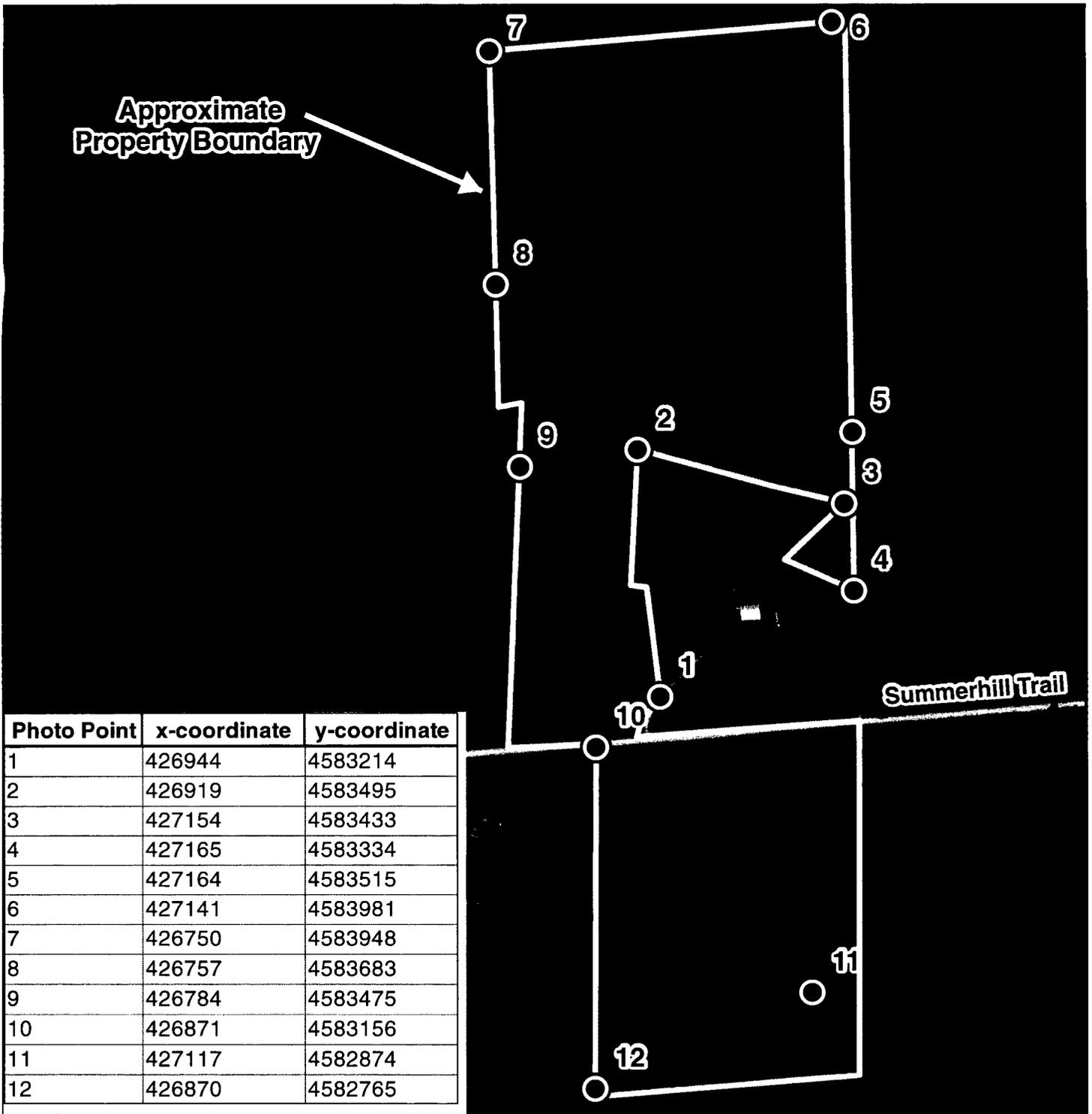
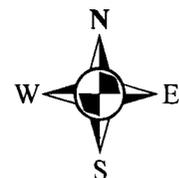


Photo Point	x-coordinate	y-coordinate
1	426944	4583214
2	426919	4583495
3	427154	4583433
4	427165	4583334
5	427164	4583515
6	427141	4583981
7	426750	4583948
8	426757	4583683
9	426784	4583475
10	426871	4583156
11	427117	4582874
12	426870	4582765

**Legend**

-  Approximate Property Boundary
-  Photo Points

UTM Coordinates  
 Zone 15 North  
 NAD 83  
 Units: Meters



Source of 2015 Aerial: ISU's Geographic Map Server  
 Map Created by: Jessica Riebkes Clough, Conservation Easement Intern  
 Date Created: November 30, 2017

**Photo point 1A**

**Magnetic Azimuth: 335°**

**Comments:** Looking northwesterly toward a pond surrounded by reconstructed prairie on the Property. The pond and prairie, along with the Property's sedge meadow and oak savanna collectively provide for excellent wildlife habitat for birds, insects, reptiles, amphibians, waterfowl, mammals, and fish. The Approximate Property Boundary runs along the right of the photo, and to the left of the two large oak trees in the background (right) of the photo.



**Photo point 1B**

**Magnetic Azimuth: 265°**

**Comments:** Looking westerly across reconstructed prairie toward a southwest corner of the Property. Corner is marked by the group of walnut trees visible in the mid-ground of the photo. Crop field, pasture, and buildings in the background are not part of the Property. The Property is visible from the public road (photo left), Summerhill Trail. Protection of the Property will ensure that the scenic and natural character of the Property will remain in perpetuity.



**Photo point 2A**

**Magnetic Azimuth: 70°**

**Comments:** Looking easterly across the oak savanna on the Property. The Approximate Property Boundary runs along the right of the photo, under the tree that curves downward in the background. Savanna and sedge meadow in the center and left of the photo are part of the Property. Protecting part of the savanna and the sedge meadow will ensure that the Property remains as valuable wildlife habitat in perpetuity.



Part of Exhibit B

**Photo point 2B**

**Magnetic Azimuth: 215°**

**Comments:** Looking southwesterly across the oak savanna. The Approximate Property Boundary runs along the left edge of the photo, and passes through the two left-most trees in the background of the photo. All savanna visible to the right of those trees is part of the Property.



**Photo point 2C**

**Magnetic Azimuth: 295°**

**Comments:** Looking northwesterly into the oak savanna of the Property. Everything visible in this photo is part of the Property. The savanna contains several mature oaks and shagbark hickory trees, which are suitable habitat for the endangered Indiana bat. Protection of the Property's diverse habitats will ensure that this area remains valuable habitat for bats and other wildlife in perpetuity.



**Photo point 2D**

**Magnetic Azimuth: 5°**

**Comments:** Looking northerly from the savanna toward the sedge meadow. Meadow appears black in the photo as it was recently burned to set back invasive reed canary grass. Grantor has restored numerous wetlands in the sedge meadow area that will contribute to the quality of the wildlife habitat on the property and the water quality of the North River Watershed thereby providing public benefit.



Part of Exhibit B

Photo point 3A

Magnetic Azimuth: 200°

Comments: Looking southerly across the Property. Vegetated path on the right of the photo denotes the Approximate Property Boundary. Land to the left of the path is Part of the Property. Approximate east Property Boundary is to the left of the photo.



Photo point 3B

Magnetic Azimuth: 305°

Comments: Looking northwesterly toward a tree with a broken crown. This tree and land left of the vegetated path are not part of the Property. Sedge meadow to the right of the path and a portion of the trees in the background are part of the Property.



Photo point 3C

Magnetic Azimuth: 330°

Comments: Looking northerly toward the sedge meadow. Everything in this photo is part of the Property, except some of the background trees. The grantor is actively restoring this remnant sedge meadow. The easement will ensure that it remains quality wildlife habitat for a variety of species, including reptiles, amphibians, birds, and insects.



Part of Exhibit B

**Photo point 3D**

**Magnetic Azimuth: 45°**

**Comments:** Looking northeasterly toward a well on the Property. A fence behind the trees denotes the Approximate east Property Boundary.



**Photo point 4A**

**Magnetic Azimuth: 285°**

**Comments:** Looking westerly from a corner of the Property. The Approximate Property Boundary extends through the center of this photo. Prairie on the left of the photo is not part of the Property.



**Photo point 4B**

**Magnetic Azimuth: 345°**

**Comments:** Looking northerly toward the interior of the Property. The Approximate east Property Boundary is denoted by the right side of the vegetated trail. The area in the left half of the photo has not received any restoration work. The landowner uses this area as a side by side comparison to his restored areas.



**Photo point 5A**

**Magnetic Azimuth: 320°**

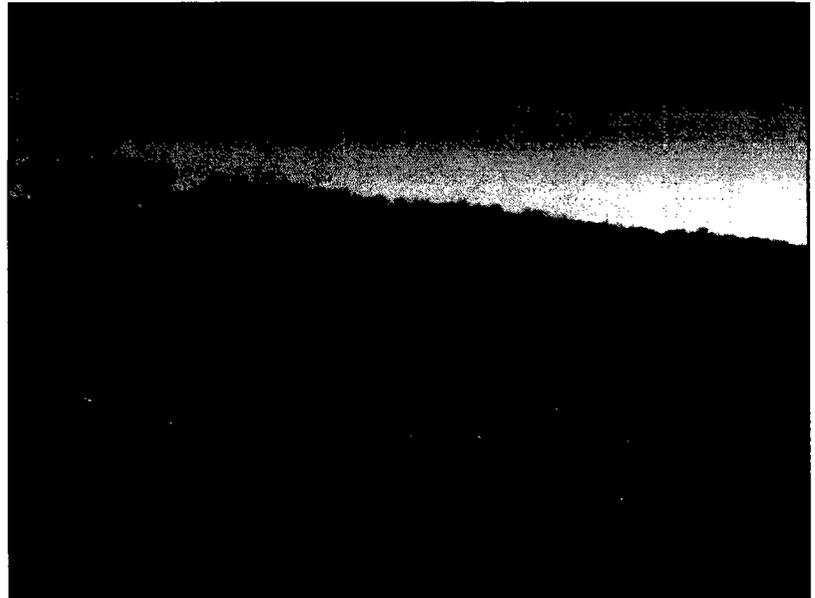
**Comments:** Looking northwesterly across the sedge meadow, which has recently been burned. The grantor burns the meadow on an annual basis in order to set back the invasive reed canary grass which will allow native sedge meadow species to compete and proliferate. The easement will ensure that the habitats onsite will be forever beneficial to wildlife and benefit the public by preserving open-space and natural area.



**Photo point 5B**

**Magnetic Azimuth: 260°**

**Comments:** Looking westerly across the sedge meadow and a wetland that is currently dry. The most diverse part of the remnant sedge meadow runs between the south side of the wetland and the north side of the savanna. Native species such as cordgrass and bluejoint grass grow here. The easement will ensure that this remnant is never plowed and always remains a valuable area of wildlife habitat.



**Photo point 5C**

**Magnetic Azimuth: 200°**

**Comments:** Looking southerly across a sedge meadow and dry wetland area. The grantor has restored natural wetland function to this area and the easement will ensure that it continues to be a source of habitat for a variety of wildlife species.



Part of Exhibit B

Photo point 6A

Magnetic Azimuth: 180°

Comments: Looking south from near the northeast corner of the Property. The Approximate east Property Boundary is denoted by the line of trees on the left side of the photo. Land visible beyond these trees is part of an adjacent Property that is enrolled in the WRP program. The easement will increase the protected land in the area and enhance the habitat value of the nearby protected land.



Photo point 6B

Magnetic Azimuth: 245°

Comments: Looking southwesterly from near the northeast corner of the Property. The Approximate north Property Boundary is denoted by a fence on the right side of this photo. Land to the right of the fence is not part of the Property, but is owned by the grantor and enrolled in the WRP program. The easement will increase the protected land in the area and enhance the habitat value of the nearby protected land.

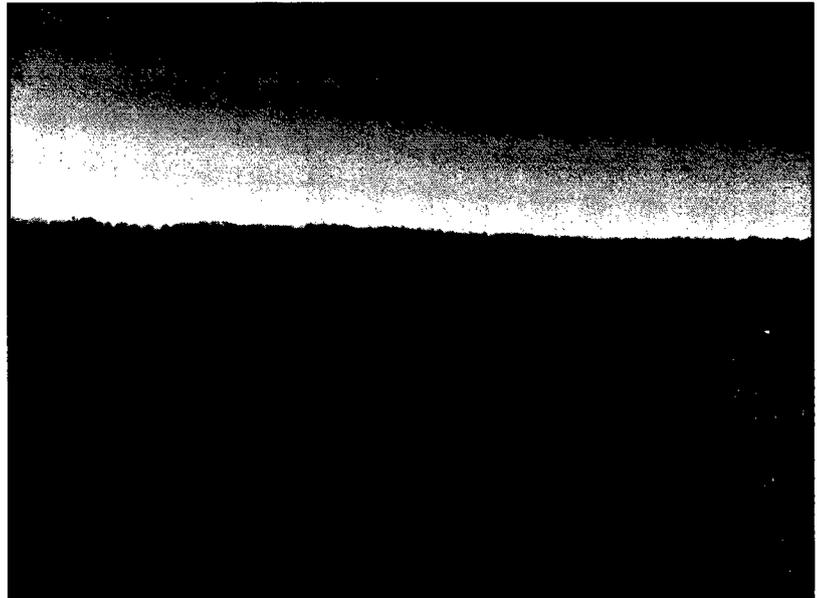


Photo point 7A

Magnetic Azimuth: 180°

Comments: Looking south from near the northwest corner of the Property. The Approximate Property Boundary runs through the center of this photo into the trees. Fence, meadow, and trees to the right of center are not part of the Property. Sedge meadow in the photo has recently been burned. Smoke visible in the photo are from piled trees that are still burning. The burn and tree removal are part of the meadow reconstruction, making the area more valuable wildlife habitat.



**Photo point 7B**

**Magnetic Azimuth: 105°**

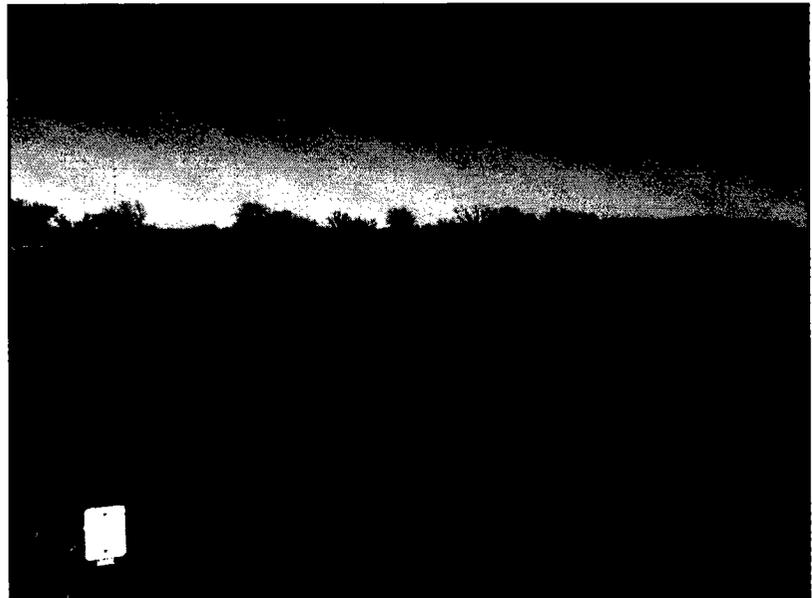
**Comments:** Looking easterly from the northwest corner of the Property. The Approximate north Property Boundary is denoted by a fence on the left side of the photo. Land to the left of the fence is not part of the Property, but is owned by the grantor and enrolled in the WRP program. The easement will increase the protected land in the area and enhance the habitat value of the nearby protected land.



**Photo point 7C**

**Magnetic Azimuth: 25°**

**Comments:** Looking northerly toward the adjacent land that is enrolled in the WRP program. Trees visible in the background border the North River. The eased Property is not visible in this photo, but will add to the protected land near the river and provide public benefit in the form of improved water quality for the North River watershed.



**Photo point 8A**

**Magnetic Azimuth: 20°**

**Comments:** Looking northerly from the interior of the woodland. A survey post with a pink flag is visible in the photo—this post and the adjacent fence denotes the surveyed west Property Boundary. The Property contains a variety of habitats including the woodland, savannah, sedge meadow, ponds, agricultural area and reconstructed prairie. Collectively these provide excellent wildlife habitat for a diversity of species. The easement will ensure that this habitat is protected in perpetuity.



**Photo point 8B**

**Magnetic Azimuth: 105°**

**Comments:** Looking easterly through the woodland on the Property. This woodland grades into savanna and contains many mature trees, including burr and white oaks and shagbark hickories. The woodland also has a healthy understory, comprised of native herbaceous vegetation. The grantor is actively managing the savanna by burning and removal of select trees. The easement will ensure that the woodland/savanna remains valuable wildlife habitat.



**Photo point 8C**

**Magnetic Azimuth: 160°**

**Comments:** Looking southerly through the woodland on the Property. The Approximate west Property Boundary is denoted by a fence on the right of the photo. The mature oak and hickory trees found in the woodland, along with the diverse herbaceous understory creates a healthy woodland, capable of supporting a variety of wildlife species, including the endangered Indiana bat. By encumbering the Property with the easement, this woodland will remain as wildlife habitat in perpetuity.



**Photo point 9A**

**Magnetic Azimuth: 15°**

**Comments:** Looking northerly from the edge of the woodland. Part of the woodland was recently burned as part of the management, as is visible in the photo. The Approximate west Property Boundary is denoted by the fence visible on the left of the photo. The landowner owns an approximately 2 acre area to the left of the fence that has been excluded due to old fence lines.



Part of Exhibit B

Photo point 9B

Magnetic Azimuth: 110°

Comments: Looking easterly into the woodland from the Approximate west Property Boundary. Placement of non-permanent, temporary tree stands is permitted by the easement. Barn visible in the background is not part of the Property.



Photo point 9C

Magnetic Azimuth: 165°

Comments: Looking southerly toward the reconstructed prairie on the Property. The prairie, along with the Property's sedge meadow and oak savanna collectively provide for excellent wildlife habitat for birds, insects, reptiles, amphibians, waterfowl, mammals, and fish. The Approximate west Property Boundary is denoted by the fence visible on the right of the photo. The landowner owns an approximately 2 acre area to the right of the fence that has been excluded due to old fence lines.



Photo point 10A

Magnetic Azimuth: 300°

Comments: Looking northwesterly from the public road, Summerhill Trail, toward the corner of the Property, located in the group of walnut trees. Pasture visible beyond the walnuts is not part of the Property. The easement will provide public benefit by protecting the scenic and open-space character of a Property visible from the public road.

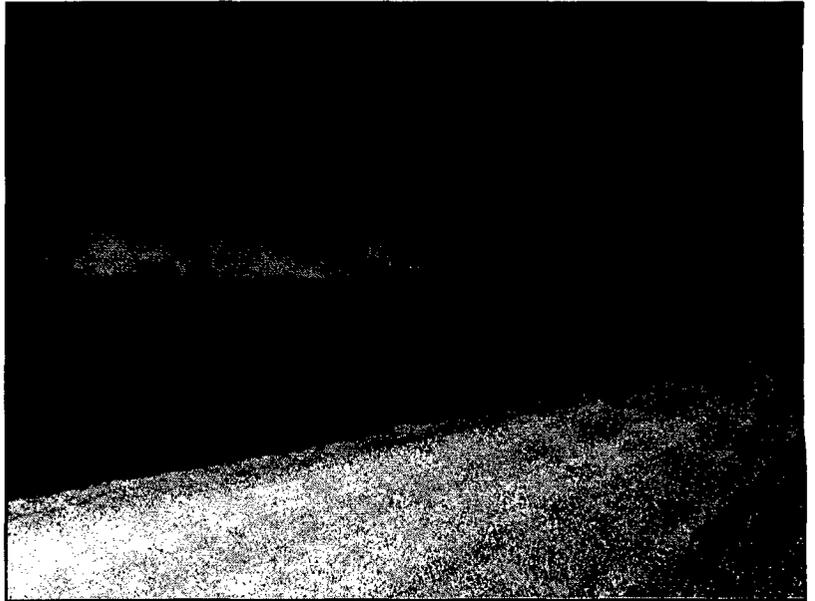


Part of Exhibit B

**Photo point 10B**

**Magnetic Azimuth: 45°**

**Comments:** Looking northeasterly. Most of this photo is not part of the Property, but still owned by current Grantor. The reconstructed prairie and pond to the left of the driveway is part of the Property.



**Photo point 10C**

**Magnetic Azimuth: 110°**

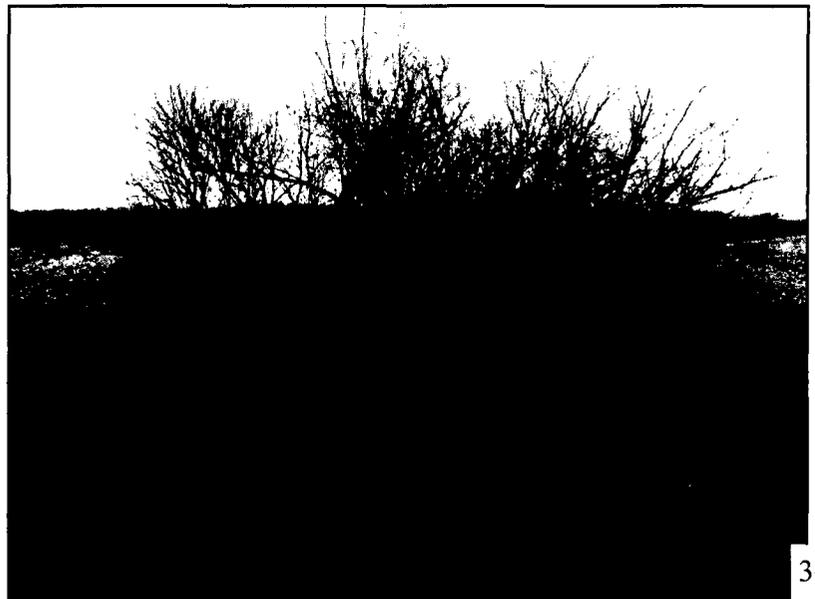
**Comments:** Looking easterly from the public road, Summerhill Trail toward the portion of the Property south of the road. This area is part of the Permitted agricultural area. While the area may be plowed for agriculture, the easement ensures that it will never be developed, protecting the scenic and open-space value of the land.



**Photo point 10D**

**Magnetic Azimuth: 150°**

**Comments:** Looking southerly toward a ravine that runs through the Property. A pink flag visible in the bottom right of the photo denotes the Approximate west Property Boundary.



Part of Exhibit B

Photo point 11A

Magnetic Azimuth: 305°

Comments: Looking northwesterly from the natural area in the southeast portion of the Property. The natural vegetation provides a buffer to the surrounding cropland, visible in the background. The corn field denotes the Permitted Agricultural Area.



Photo point 11B

Magnetic Azimuth: 125°

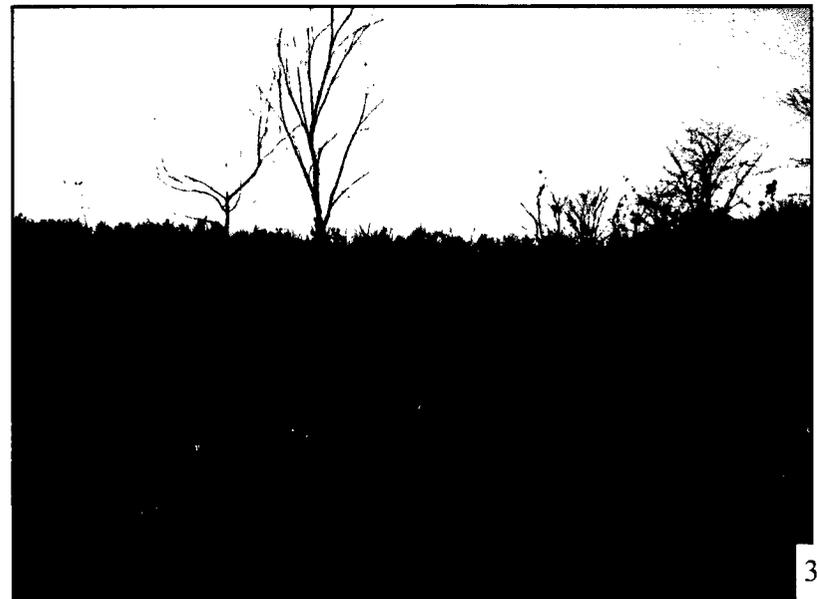
Comments: Looking southeasterly toward the southeast corner of the Property. This natural area contains a variety of native and nonnative species. Protecting the perennial vegetation on the Property will provide water quality benefits to Cedar Creek, which flows just south of the Property.



Photo point 11C

Magnetic Azimuth: 210°

Comments: Looking southwesterly across the herbaceous perennial vegetation on the Property. The diversity of habitats on the Property provide wildlife habitat to a variety of species, which the easement will protect in perpetuity.

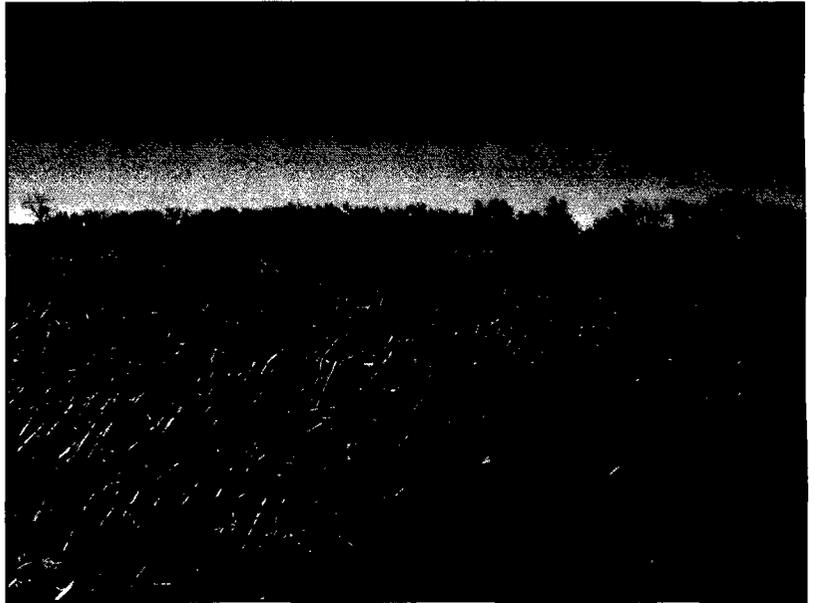


Part of Exhibit B

**Photo point 12A**

**Magnetic Azimuth: 40°**

**Comments: Looking northeasterly from near the southwest corner of the Property. The crop field visible in the photo is part of the Permitted Agricultural Area. Trees visible in the background line a small ravine. While the area may be plowed for agriculture, the easement ensures that it will never be developed, protecting the scenic and open-space value of the land. Everything in the photo is part of the Property.**



**Photo point 12B**

**Magnetic Azimuth: 100°**

**Comments: Looking easterly from near the southwest corner of the Property across the Permitted Agricultural Area. The Approximate south Property Boundary is denoted by a fence line which is among the trees along the right side the photo. The southwest corner is marked by a survey pin near the south fence line.**

