

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

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

Tax statements to:

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") is made this _____ day of _____, 2018, by and between _____ of (ADDRESS) (hereinafter together with (ITS/THEIR/HIS/HER) 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 Lucas County, Iowa, which is 80 acres, more or less, and is more particularly described in Exhibit "A" (PAGE XX) attached hereto and made a part hereof ("the Property"); and

WHEREAS, the Property possesses natural, scenic, and open-space, (collectively, the "Conservation Values"), and has substantial value and potential as open space and wildlife habitat appropriate for conservation and preservation under the standards of Chapter 457A of the Code of Iowa; and

WHEREAS, the Property is 100% vegetated with perennial grass, wildflower, oak-hickory woodland cover, and Cedar Creek, which collectively provide for excellent wildlife habitat for birds, insects, reptiles, amphibians, waterfowl, mammals, and fish; and

WHEREAS, the Property is adjacent to and buffers the 1,503-acre Chariton Unit and is within ½ mile of the 2,376-acre Thousand Acres Unit of the Iowa Department of Natural Resources (DNR) Stephens State Forest and the preservation of the Property as wildlife habitat increases the protected land in the area and enhances the wildlife habitat value of the public land; and

WHEREAS, the Property is within the Iowa DNR designated Stephens State Forest Bird Conservation Area (BCA) and further protection of oak-hickory woodland and reconstructed prairie will have a positive impact on the wildlife species found within the BCA; 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) goal of permanently protecting an additional 2% of Iowa's wildlife habitat by the year 2030; and

WHEREAS, the Property is adjacent to 340th Avenue, a public gravel road, and protection of this Property preserves the open-space and scenic beauty of the area for the public to enjoy; and

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

WHEREAS, development of the Property would contribute to the degradation of the scenic, agricultural, and natural character of the area; and

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

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

WHEREAS, the specific Conservation Values of the Property on the effective date of this Conservation Easement are documented in a baseline documentation report attached as **Exhibit B** ("Baseline Documentation Report"), dated _____, 2018; a copy of which is on file with both Grantor and Grantee. Grantor and Grantee agree that the Baseline Documentation Report provide an accurate representation of the condition of the Property as of the effective date (hereinafter defined) of this Deed of Conservation Easement and is intended to serve as an objective informational baseline for monitoring compliance with the terms of this Easement; and

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

WHEREAS, Grantee is a private, non-profit, publicly supported, tax-exempt organization, qualified under Section 170(h) of the Internal Revenue Code and Chapter 457A of the State of Iowa Code, whose primary purpose is the preservation, protection and enhancement of land in its natural, scenic, historical, agricultural, and/or open space condition; and

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

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

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

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

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

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

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

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

Summary of Easement Provisions

1. Purpose. It is the purpose of this Easement to preserve the wildlife habitat, oak-hickory woodland and reconstructed prairie of the Property and to assure that the Property will be preserved forever in its natural, scenic, forested, and/or open-space condition and to prevent any use of the Property that would significantly impair or interfere with its Conservation Values. The primary Conservation Value intended to be preserved hereby is the natural wildlife habitat 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) Ecological restoration of woodland, reconstructed prairie and natural habitats with a plan approved in writing in advance by Grantee;
- (b) Enrollment and participation in conservation programs offered by the United States Department of Agriculture, its successor or similar conservation entity, consistent with the terms of this Easement;
- (c) Maintenance and creation of vegetated access lanes and trails;
- (d) Undeveloped recreational uses, including but not limited to, hunting, trapping, fishing, leased hunting, camping, campfires, picnicking, hiking, snowshoeing, cross-country skiing, wildlife observation, horseback riding and harvesting wild fruit, nuts, and mushrooms, provided such activities do not negatively impact the conservation values hereby protected;
- (e) Placement of non-permanent, temporary tree stands and ground blinds;
- (f) Creation, maintenance or enhancement of wetlands with a written plan approved in writing in advance by Grantee;

- (g) Responsible use of motorized vehicles for maintenance and emergency purposes and for purposes that does not result in significant damage to soils, flora or fauna, as determined by Grantee;
- (h) Collection of deadwood, fallen wood or wood cut a part of a Forest Stewardship Plan for firewood.

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

- (a) Construction, erection or placement of any building or structure;
- (b) Agricultural practices, including but not limited to, plowing, disking, tilling, tiling, clearing of vegetation, row-cropping, or grazing;
- (c) Logging or harvesting of trees;
- (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 permitted in paragraph 3;
- (i) Introduction of invasive plant or animal species;
- (j) Introduction of non-native plant or animal species, except with the prior written approval of Grantee consistent with the purpose of this Easement;
- (k) Removal of natural materials, except as permitted in paragraph 3. 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;
- (l) Alteration of the topography of the Property or its drainage systems, except as permitted in paragraph 3 or with prior written approval of

Grantee, for purposes such as erosion control, public safety considerations, or for purposes protective of the natural integrity of the Property;

- (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, thus keeping the entire Property, as described in **Exhibit A**, as one unit, never to be split into separate ownerships;
- (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 prior to Grantor undertaking such activity. The request shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement. Grantor may not undertake the requested activity until approved in writing by Grantee. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

6. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement, or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purposes of this Easement, to restore the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Value protected by this Easement, and/or to require the restoration of the Property to the condition that existed immediately prior to such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this paragraph

without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate, and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.1 Third Party Enforcement. Grantee shall have the right, but not the obligation, to pursue all legal and equitable remedies provided under paragraph 6 against any third party responsible for any violation of the terms of this Easement and Grantor shall, at Grantee's option, assign their right of action against such third party to Grantee, join Grantee in any suit or action against such third party, or appoint Grantee their attorney in fact for the purpose of pursuing an enforcement suit or action against such third party.

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

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

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

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

6.6 Arbitration. If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purposes of this Easement, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may refer the dispute to arbitration by request made in writing upon the other. Within [thirty (30)] days of the receipt of such request, the parties shall select a single arbitrator to hear the matter. If the parties

are unable to agree on the selection of a single arbitrator, then each party shall name one arbitrator and the two arbitrators thus selected shall select a third arbitrator; provided, however, that if either party fails to select an arbitrator, or if the two arbitrators selected by the parties fail to select the third arbitrator within [fifteen (15)] days after the appointment of the second arbitrator, then in each such instance a proper court, on petition of a party, shall appoint the second or third arbitrator, or both as the case may be, in accordance with (Iowa statutory authority) or any successor statute then in effect. The matter shall be settled in accordance with (Iowa statute or other appropriate procedural reference) then in effect, and a judgment on the arbitration award may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for all its costs and expenses related to such arbitration, including, without limitation, the fees and expenses of the arbitrators and attorneys' fees, which shall be determined by the arbitrators and any court of competent jurisdiction that may be called upon to enforce or review the award.

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

8. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

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

8.2 Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable 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 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:

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 Lucas 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 Lucas County, Iowa.

17. Environmental Compliance.

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

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

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed of Conservation Easement on this _____ day of _____ 2018.

GRANTOR

Grantor

Grantor

GRANTEE

Iowa Natural Heritage Foundation

Joseph A. McGovern, President

GRANTOR ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF _____

This instrument was acknowledged before me on _____, by
_____ and _____, husband and wife.

Notary Public

GRANTEE ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF _____

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

Notary Public

EXHIBIT A

Legal Description

The East One-Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Thirty-six (36), Township Seventy-Three (73) North, Range Twenty (20) West of the 5th P.M., Lucas County, Iowa.

Exhibit B

Chariton Unit Conservation Easement Lucas County, Iowa

Baseline Documentation Report

Grantors:

Name

Address

Grantee:

Iowa Natural Heritage Foundation

505 Fifth Avenue, Suite 444

Des Moines, IA 50309

Conservation Easement Size:

80 Acres

Prepared and Reviewed by:

Tylar Samuels, Conservation Easement Specialist

B.A. University of Iowa, Anthropology

Eight years of conservation easement experience at INHF

Erin Van Waus, Conservation Easement Director

B.A. University of Northern Iowa, Biology: Ecology and Systematics

P.S.M. University of Northern Iowa, Ecosystem Management

Six years of conservation easement experience at INHF

Jessica Riebkes Clough, Land Projects Assistant

B.A. Central College, Biology

M.S. University of Northern Iowa, Biology

1 year of conservation easement experience at INHF

Date:

Exhibit B

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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.

GRANTOR

XXXX

XXXX

GRANTEE

Iowa Natural Heritage Foundation

Joseph A. McGovern, President

GRANTOR ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF _____

This instrument was acknowledged before me on _____, by
_____ and _____, husband and wife.

Notary Public

GRANTEE ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF _____

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

Notary Public

Purpose:

Conservation Values, written by *staff name, title*