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LISA SMITH, COUNTY RECORDER
MADISON IOWA

Prepared by David L. Dorff, Ass't Att'y Gen., Iowa Dep't of Justice, State Capitol Complex, Des Moines, Iowa
50319. 515-281-5351; Return to: MADISON SWCD, PO BOX 267, WINTERSET, IA 50273 515-462-2961

IOWA FINANCIAL INCENTIVE PROGRAM FOR SOIL EROSION CONTROL Form IP-4 (Rev 10/06)
MAINTENANCE/PERFORMANCE AGREEMENT

Iowa Department of Agriculture & Land Stewardship FARMs Agreement No #1853
Division of Soil Conservation

MADISON SWCD County Soil and Water Conservation District
This AGREEMENT is made and entered into this day of June 17, 2008 by and between the MADISON SWCD
County Soil and Water Conservation District, herein called DISTRICT, and RANDY BERRY, herein called
RECIPIENT.

WITNESSETH:

DISTRICT and RECIPIENT hereby agree that this covenant is executed to satisfy the requirements of Iowa Code
Section 161A.7(16) and should be interpreted in a manner that promotes the policies of Chapter 161A of the Iowa
Code. Section 161A.7(16) requires this covenant as a condition for receiving DISTRICT financial incentive
assistance and provides that the owner, present or future, of the property herein described is personally liable
through this AGREEMENT if the soil and water conservation practice herein named is not maintained or is
removed, altered or modified while this AGREEMENT is effective.

The RECIPIENT hereby acknowledges the receipt of FARMS Agreement No. #1853 in the amount of \$10,007.00 as
reimbursement for partially or completely financing the herein named soil and water conservation practice on Qtr.
NE1/4NW1/4 Monroe Tier T74N Range R28W County Madison, in the State of Iowa. Section 15

RECIPIENT hereby agrees that no action shall be taken by the RECIPIENT or his/her agents or successors to
remove, alter or modify any soil and water conservation practice herein named for 20 years from the date of the
AGREEMENT unless prior written authorization is obtained from the District and incorporated into this
AGREEMENT.

RECIPIENT hereby agrees that if any unauthorized removal, alteration or modification of the soil and water
conservation practices herein named occurs during the term of this AGREEMENT, RECIPIENT will repair or
reconstruct the practices to their original as-built design specifications at RECIPIENT'S own expense. In lieu of
repairing or reconstructing the practices, DISTRICT, at the sole discretion, may allow RECIPIENT or RECIPIENT'S
successors to refund to the Iowa Division of Soil Conservation the entire amount of the financial incentive payment
received by RECIPIENT.

DISTRICT and RECIPIENT hereby agree that if RECIPIENT makes a refund of all money received under this
AGREEMENT to the DIVISION that the AGREEMENT is cancelled and that no costs of cancellation shall be
charged to either party.

RECIPIENT hereby agrees to notify any prospective purchaser of the property herein described of the landowner's
obligations created by this AGREEMENT and Section 161A.7(16) of the Iowa Code and Section 27-10.31 of the
Iowa Administrative Code before legal or equitable title to any portion of this property is transferred.

COVERAGE OF THIS AGREEMENT:

DISTRICT and RECIPIENT agree that the soil and water conservation practice(s) detailed in the following
description and on the attached sketch (hereby made part of this AGREEMENT) were partially or completely
installed with DISTRICT funds and is covered by this AGREEMENT.

RECIPIENT hereby agrees the maintenance agreement will begin on June 17, 2008

Practice: Terraces
Keith Sparks
Signature of SWCD Chairperson

Amount Installed 6,800 Feet

Signature of Owner, agent or POA
Randy Berry
Signature of Recipient, RANDY BERRY

State of Iowa
County of Madison

This instrument was acknowledged before me on June 16, 2008 by Randy Berry
(date) (name(s) of person(s))
Diane Fitch (signature of notarial officer)

State Secretary Title (and Rank)

