Division of Soil Conservation MADISON County Soil and Water Conservation District This AGREEMENT is made and entered into this The MADISON County Soil and Water Conservation District, herein called DISTRICT, and The MADISON County Soil and Water Conservation District, herein called DISTRICT, and FRANCIS FAUST herein called RECIPIENT with a manner that promotes the policies of Chapter 1614 of the lowa Code. Section 1614.7(16) requires this covenant as a condition for receiving DISTRICT and RECEPIENT herein database and provides that the owner, present of future, of the property herein described is personally liable received. The soil and water conservation practice herein amined so in maniferation of its removed, altered mined this AGREEMENT is effective. The soil and water conservation practice herein amined so in maniferation of its removed, altered mined this AGREEMENT is effective. The soil of the property herein described is personally liable removed. The property herein described is personally liable and manner to partially or completely financing the herein and and water conservation practice on SELIA Sec. 32 Township 77N Range 28W FERNIN Country MADISON, in the State of lowa. RECIPIENT hereby agrees that in a calion shall be taken by the RECIPIENT or his-her agents or successors to remove, alter or model, any soil and water conservation practice herein amined to country and any unauthorized removal, alteration or modification or model and the action of the property and the property and any unauthorized removal alteration or modification of the personal and water conserv	INCOMPARED COMPARED C		·	AUD SBD	FILED NO. 3309 BOOK 46 PAGE 233
OWA FINANCIAL INCENTIVE PROGRAM FOR SOIL EROSION CONTROL From IP-4(Rev 1099) MAINTENANCE/PERFORMANCE AGREEMENT MAINTENANCE/PERFORMANCE AGREEMENT MAINTENANCE/PERFORMANCE AGREEMENT MAINTENANCE/PERFORMANCE AGREEMENT Agreement No#04 VOIL 99/2(M0) Division of Soil Conservation County Soil and Water Conservation District This AGREEMENT is made and entered into this Y The MADISON County Soil and Water Conservation District, herein called DISTRICT, and FRANCIS FAUST herein called RECIPIENT. WINNESSETH: DISTRICT and RECEPIENT hereby agree that this covenant is executed to satisfy the requirements of lowa Code Section 161A 7(16) and should be received point of the control of the co	OWA FINANCIAL INCENTIVE PROGRAM FOR SOIL EROSION CONTROL Form IP 4(Rev 1099) MAINTENANCE/PERFORMANCE AGREEMENT MAINTENANCE/PERFORMANCE AGREEMENT MADISON County Soil and Water Conservation District This AGREEMENT is made and entered into this Gard at Application No. County Soil and Water Conservation District, herein called DISTRICT, and This AGREEMENT is made and entered into this County Soil and Water Conservation District, herein called DISTRICT, and FRANCIS FAUST herein called RECIPIENT. WINESSETH. OISTRICT and RECEPIENT hereby agree that this covenant is executed to salicly the requirements of lowa Code Section 161A.7(16) and should be reading DISTRICT and RECEPIENT hereby agree that this covenant is executed to salicly the requirements of lowa Code Section 161A.7(16) and should be reading DISTRICT in anothin cracine assistance and provides high the owner, presented the AF (19) requires his covenant as a condition for the reading DISTRICT financial incentive assistance and provides high the owner, presented the AF (19) requires his covenant as a condition for the reading DISTRICT financial incentive assistance and provides high the owner, presented the AF (19) requires his covenant as a condition for the reading DISTRICT financial incentive assistance and provides high the owner, presented of the AF (19) requires his covenant as a condition for the reading DISTRICT financial incentive and provides high the owner, presented of the AF (19) requires the coverage of the AF (19) requires the provided present of the AF (19) requires the coverage of the AF (19) req			RECORDED	CICHELLE UTSLER RECORDER
This AGREEMENT is made and entered into this 9 day of Mack Science by and between The MADISON County Soil and Water Conservation District, herein called DISTRICT, and County Soil and Water Conservation District, herein called DISTRICT, and ERANCIS FAUST hereby agree that this covenant is executed to satisfy the requirements of lows Code Section 161A 7(16) and should be interpreted in a manner that promotes the policies of Chapter 161A of the lows Code Section 161A 7(16) requires this covenant as a condition for receiving DISTRICT financial incentive assistance and provides that the owner, greened or future, of the property herein described is personally liable through this AGREEMENT is effective. The RECIPIENT hereby acknowledges receipt of lows State Warrant No. Q2/32/16/2 in the amount of \$ 3,973.75 as reimbursement for partially or completely financing the herein named soil and water conservation practice on SE1/4 Sec.32 Township 77N Range 29W (PENN) County MADISON, in the State of lows. RECIPIENT hereby agrees that no action shall be taken by the RECIPIENT on hister agains or successors to remove, after or modify any soil and water conservation practice herein named for 20 years or such other period as specified herein 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 permanent soil and water conservation practice herein named to 20 years or such other period as specified herein 20 years from the date of the AGREEMENT unless prior vinitina suitable to the RECIPIENT will refund to the lows Division of Soil Conservation (hereinater DiVIsiON) his dentire amount of the financial incentive payment. DISTRICT and RECIPIENT will refund to the lows Division of Soil Conservation (hereinater DiVIsiON) had the AGREEMENT is cancelled and that no costs of cancellation shall be charged to ether party. ECONTRACT SALE The parties acknow	This AGREEMENT is made and entered into this	MAINTENANCE/PERFORMANCE AGREEMENT lowa Department of Agriculture & Land Stewards Division of Soil Conservation	hip Agre	gement No <u>#04 VOL. 99/</u> (Same as Application t	2 <u>000</u> .
WINESSETH: DISTRICT and RECEPIENT hereby agree that this covenant is executed to satisfy the requirements of lowa Code. Section 181A 7(16) and should be interpreted in a manner that promotes the policies of Chapter 181A of the lowa Code. Section 181A 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 receipt of lowa State Warrant No. Q2/33/42. In the amount of \$3.973.75 as reimbursement for partially or completely financing the herein named soil and water conservation practice on \$51/4 Sec.32 Township. 77N Range 29W (PENN) County: MADISON in the State of lowa. 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 or such other period as specified herein 20 years from the date of the AGREEMENT in 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 occurs that the RECIPIENT will maintain, repair or reconstruct the practice at his/her own expense. RECIPIENT hereby agrees that if any unauthorized removal, alteration or modification of the permanent soil and water conservation practice herein named is not performed for the entire period of this AGREEMENT. RECIPIENT hereby agrees that if the temporary soil and water conservation practice herein named is not performed for the entire period of this and the temporary soil and water conservation practice herein named is not performed for the entire period of this and accounts of the property and Section 161A 7(16) of the lowa Coast of selection shall b	WINESSETH: DISTRICT and RECEPIENT hereby agree that this covenant is executed to sabisfy the requirements of lowa Code Section 161A 7(16) and should be interpreted in a manner that promotes the policies of Chapter 161A of the lowa 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 the soil and water conservation practice on SE1/4 Sec. 32 Tomoship 77N Range 29W (PENN) Countly: MADISON in the State of lowa. RECIPIENT hereby agrees that no action shall be taken by the RECIPIENT of historia agents or successors to remove, alter or modify any soil and water conservation practice herein named for 20 years or such other period as specified herein 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 permanent soil and water conservation practice herein named occurs that the RECIPIENT will maintain, repair or reconstruct the practice at his/her own expense. RECIPIENT hereby agrees that if any unauthorized removal, alteration or modification of the permanent soil and water conservation practice herein named occurs that the RECIPIENT will remove you are sufficient to the practice at his/her own expense. RECIPIENT hereby agrees that if the remporary soil and water conservation practice herein named is not performed for the entire period of this AGREEMENT. RECIPIENT hereby agrees that if the temporary soil and water conservation practice herein amend is not performed for the entire period of this manner. AGREEMENT is accelled and that no costs of cancellation shall be changed to either among the remove the property is	This ACREMENT is made and entered into this	Q day o	6 Mars 6 / 2000 hu and	between
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CONTRACT SALE The parties acknowledge that the above-described real property is the subject of a real property contract sale wherein the RECIPIENT is the contract buyer and is the contact seller. The District and the contract seller hereby agree that in the event of contract default, forfeiture or any action resulting in the contract seller's acquiring the real property, the contract seller shall be responsible for compliance with all provisions of this agreement and shall be liable to the same extent as the RECIPIENT would be if no such action had occurred. The contract seller acknowledges the duty imposed upon landowners pursuant to Section 161.43, the Code, the requirements of Section 161.7(16) of the Code, and that by virtue of the improvements installed upon the land with the aid of the funds provided by this agreement, the contract seller will have received a benefit and an improvement to said property, and also received assistance in complying with the above statutory duties. Signature of SWCD Chairperson Signature of Contract Seller	CONTRACT SALE The parties acknowledge that the above-described real property is the subject of a real property contract sale wherein the RECIPIENT is the contract buyer and is the contact seller. The District and the contract seller hereby agree that in the event of contract default, forfeiture or any action resulting in the contract seller's acquiring the real property, the contract seller shall be responsible for compliance with all provisions of this agreement and shall be liable to the same extent as the RECIPIENT would be if no such action had occurred. The contract seller acknowledges the duty imposed upon landowners pursuant to Section 161.43, the Code, the requirements of Section 161.7(16) of the Code, and that by virtue of the improvements installed upon the land with the aid of the funds provided by this agreement, the contract seller will have received a benefit and an improvement to said property, and also received assistance in complying with the above statutory duties. Signature of SWCD Chairperson Signature of Contract Seller Date	DISTRICT and RECIPIENT agree that the soil and water	conservation practice(s) completely installed with	detailed in the following descrip DISTRICT funds and is covered	tion and on the attached sketch by this AGREEMENT,
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		Distribution APPLICANT, SWCD, DSC			