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MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

Prepared by David L. Dorff, Ass't. Att'y. Gen., Iowa Dept. of Justice, Capitol Complex, Des Moines, Iowa 50319, 515-281-5351

**MAINTENANCE AGREEMENT**

This AGREEMENT is entered into this 10 day of 26 2K 2000, by the Madison County Soil and Water Conservation District, herein referred to as the DISTRICT, and Leonard Wolfe, herein referred to as the RECIPIENT.

**WITNESSETH:**

DISTRICT AND RECIPIENT hereby acknowledge that in consideration for DISTRICT's filing of a Release of Easement in connection with an Easement recorded August 31, 1965, in Book 92, Page 614, in the records of the office of the Madison County Recorder, RECIPIENT agrees to construct a grade stabilization structure across the waterway at Site 19-2 in the Badger Creek Watershed, in accordance with a construction permit to be obtained by RECIPIENT from the Iowa Department of Natural Resources, on real property more particularly described as the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section Two (2), Lee Township, Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

DISTRICT and RECIPIENT further agree that upon completion of the grade stabilization structure across the waterway at Site 19-2 in the Badger Creek Watershed, RECIPIENT shall assume responsibility for operation and maintenance of the new structure as well as any remaining tile and grassed waterway above and below the structure.

DISTRICT and RECIPIENT further agree that the DISTRICT shall retain operation and maintenance responsibility for the reinforced concrete riser at the outlet of the grassed waterway.

DISTRICT and RECIPIENT further agree that the aforementioned operation and maintenance responsibilities shall be permanent in duration, unless the parties otherwise agree, in writing, to alter or terminate their respective responsibilities.

James Koch  
JAMES KOCH, Chairman  
Madison County Soil and Water  
Conservation District

Leonard Wolfe  
LEONARD WOLFE  
10-26 2K

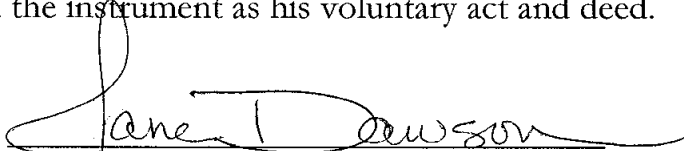
STATE OF IOWA )  
 ) SS:  
COUNTY OF MADISON )

On this 26<sup>th</sup> day of October 2000, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared James Koch, to me personally known, who being by me duly sworn, did say the he is the Chairman of the Madison County Soil and Water Conservation District, an official agency of the State of Iowa as defined by Iowa Code section 161A.3 (1999), that this instrument was signed on behalf of the Madison County Soil and Water Conservation District; that the execution of this instrument was his voluntary act and deed, and the voluntary act and deed of the Madison County Soil and Water Conservation District; and the Madison County Soil and Water Conservation District has no seal.

STATE OF IOWA )  
 ) SS:  
COUNTY OF MADISON )

On this 26<sup>th</sup> day of October, 2000, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Leonard Wolfe, to me personally known, who executed the foregoing instrument, and acknowledged that he executed the instrument as his voluntary act and deed.



  
NOTARY PUBLIC in and for the  
State of Iowa