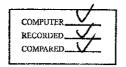
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MICHELLE "MICKI" UTSLER, COUNTY RECORDER MADISON 10WA

IOWA FINANCIAL INCENTIVE PROGRAM FOR SOIL EROSION CONTROL Form IP-4 (Rev. 10/99) MAINTENANCE/PERFORMANCE AGREEMENT		
Iowa Department of Agriculture & Land Stewardship	Agreement No #41 VOL. 01-02	
MADISON County Soil and Water Conservation District.		
This AGREEMENT is made and entered into thisJuly 22	day of 2004	_by and between
The MADISON County Soil and Water Conservation District, herein called DISTRICT, and		
Mark Hirsch	herein called BISTAGT, and herein called REC	IPIENT
IVIAIX TIROOT		.,
WITNESSETH: DISTRICT and RECEPIENT hereby agree that this covenant is executed to satisfy 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 effective.		
The RECIPIENT hereby acknowledges receipt of lowa State Warran for partially or completely financing the herein named soil and water T76N R29W Jackson township Madison County in the State	conservation practice located in N1/2 NE1/4 N	as reimbursement VE1/4 of section 30
RECIPIENT hereby agrees that no action shall be taken by the RECIPIENT of	or his/her agents or successors to remove, alter or n	nodify any soil and
water conservation practice herein named for 20 years or such other period a		
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 the temporary soil and water conservation practice herein named is not performed for the entire period of this AGREEMENT the RECIPIENT will refund to the lowa Division of Soil Conservation (hereinafter DIVISION) the entire amount of the financial incentive payment. 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 lowa Code or Subrule 5.31(1) 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.		
Practice 600: To include 1520 feet of narrow	base tile outlet terrace.	
Leith April		
SWCD Commissioner	Date: July 20, 2004.	
Signature of Recipient MARK HURSCH	Date: July 22, 2004	
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		
Signature of SWCD Commissioner	Signature of Contract Seller	<u>Date</u>
MADISON COUNTY SWCD		

PO BOX 267

WINTERSET, IA 50273