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MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

IOWA FINANCIAL INCENTIVE PROGRAM FOR SOIL EROSION CONTROL Form IP-4(Rev. 10/99)
MAINTENANCE/PERFORMANCE AGREEMENT
Iowa Department of Agriculture & Land Stewardship
Division of Soil Conservation

Agreement #30 VOL. 00-01
(Same as Application No.)

COMPUTER ✓
RECORDED ✓
COMPARED ✓

Madison County Soil and Water Conservation District

This AGREEMENT is made and entered into this 10 day of June, YEAR 2004, by and between The Madison County Soil and Water Conservation District, herein called DISTRICT, and

James Van Werden herein called RECIPIENT.

WITNESSETH:

DISTRICT and RECEPIENT 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 receipt of Iowa State Warrant No 04406569 in the amount $7,187.55 as reimbursement for partially or completely financing the herein named soil and water conservation practice located in the E1/2 NE1/4 SE1/4 AND S1/2 SW1/4 NE1/4 SE1/4 AND N1/2 NW1/4 SE1/4 SE1/4 AND SW1/4 NW1/4 SE1/4 SE1/4 AND S1/2 NE1/4 SW1/4 SE1/4N1/2 SW1/4 SW1/4 SE1/4 OF SECTION 36 T76N R29W Madison County in the State of Iowa. 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 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 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 Iowa 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 Iowa 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 412: 3.6 acres of constructed wetland

Signature of Recipient +James Van Werden DATE: June 10, 2004

Signature of SWCD Commissioner Keith Sparks Date May 18, 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 _____ 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

Distribution: APPLICANT, SWCD, DSC

✓ SWCD