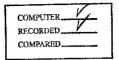
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MICHELLE "MICKI" UTSLER, COUNTY RECORDER MADISON IOWA

MAINTENANCE/PERFORMANCE AGREEMENT	KOSION CONTI	ROL Form	IP-4 (Rev. 10/99)	
Iowa Department of Agriculture & Land Stewardship	Agreement No <u>#04 REAP P 04</u>			
MADISON County Soil and Water Conservation District. This AGREEMENT is made and entered into this	July	day of	1,2004	_by and between
The MADISON County Soil and Water Conservation	District, herein ca	alled DISTRIC	T, and	
Marjorie Wetzel			herein calle	d RECIPIENT.
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 Iowa State Warrant No 6/03/2301 in the amount of \$2,771.33 as reimbursement for partially or completely financing the herein named soil and water conservation practice located in the SW1/4 NW1/4 section 30 T75N R26W South township Madison County in the State of Iowa.				
RECIPIENT hereby agrees that no action shall be taken by the RECIPIE				
water conservation practice herein named for 20 years or such other periprior written authorization is obtained from the District and incorporated in RECIPIENT hereby agrees that if any unauthorized removal, alteration named occurs that the RECIPIENT will maintain, repair or reconstruct the RECIPIENT hereby agrees that if the temporary soil and water conserved agreement. DISTRICT and RECIPIENT will refund to the lowa Division of Soil Compayment. DISTRICT and RECIPIENT hereby agree that if RECIPIENT has that the AGREEMENT is cancelled and that no costs of cancellation shall RECIPIENT hereby agrees to notify any prospective purchaser of the property of the propert	nto this AGREEME or modification of the e practice at his/he vation practice here inservation (hereina makes a refund of a full be charged to eith property herein des	NT. the permanent r own expense in named is no after DIVISION) all money receiv her party. cribed of the la	soil and water conse t performed for the e the entire amount o ved under this AGRE	ervation practice herein entire period of this of the financial incentive EEMENT to the DIVISION as created by this
AGREEMENT and Section 161A.7(16) of the Iowa Code or Subrule 5.31	(1) before legal or	equitable title to	o 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 556: To include 1 Cobett waterer waterline, and rock pad for the watering sy	and fitting	s to make	waterer fur	ction,
SWCD Commissioner Seith Park	Dat	e: June 1	15, 2004	
Signature of Recipient <u>Mayoru W.J.</u>	Date	»: <u>7~/</u> ~	- 04	
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 161.7(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 Commissioner	Signature of Co	ontract Seller		Date
MADISON COUNTY SWCD PO BOX 267 WINTERSET, IA 50273				

Distribution: SWCD CASE FILE (white) CONTRACT SELLER (green) RECIPIENT (canary) DSC (pink) SWCD MAINTENANCE AGREEMENT (GOLDENROD)