

REC \$ 10<sup>00</sup>  
AUD \$  
R.M.F. \$

REC \$ 5<sup>00</sup>  
AUD \$  
R.M.F. \$

FILED NO. 002989

BOOK 46 PAGE 188

2000 FEB 11 PM 4: 20

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

COMPUTER ✓  
RECORDED ✓  
COMPARED ✓

COMPUTER ✓  
RECORDED ✓  
COMPARED ✓

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 No. 07 v01. 98/99  
(Same as Application No.)

FILED NO. 004858

BOOK 2001 PAGE 4858

2001 OCT 26 PM 3: 24

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

MADISON County Soil and Water Conservation District

This AGREEMENT is made and entered into this 11 day of February 2000 by and between  
The MADISON County Soil and Water Conservation District, herein called DISTRICT, and

JERRY SCRIVNER  
WITNESSETH:

DISTRICT and RECEIPT 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 RECEIPT hereby acknowledges receipt of Iowa State Warrant No. 07788194 in the amount of \$3,515.20 as reimbursement for partially or completely financing the herein named soil and water conservation practice on SW 1/4 OF THE SE1/4 Sec 36 CRAWFORD Township T76N Range R26W MADISON County, in the State of Iowa.

RECEIPT hereby agrees that no action shall be taken by the RECEIPT 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.

RECEIPT hereby agrees that if any unauthorized removal, alteration or modification of the permanent soil and water conservation practice herein named occurs that the RECEIPT will maintain, repair or reconstruct the practice at his/her own expense.

RECEIPT hereby agrees that if the temporary soil and water conservation practice herein named is not performed for the entire period of this AGREEMENT the RECEIPT will refund to the Iowa Division of Soil Conservation (hereinafter DIVISION) the entire amount of the financial incentive payment. DISTRICT and RECEIPT hereby agree that if RECEIPT 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.

RECEIPT 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 RECEIPT 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 Amount Installed 3150 FEET OF NARROW BASE TILE OUTLET TERRACE.

Signature of SWCD Chairperson

Signature of RECEIPT

CONTRACT SALE

The parties acknowledge that the above-described real property is the subject of a real property contract sale wherein the RECEIPT 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 RECEIPT 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

MADISON COUNTY  
SOIL & WATER CONSERVATION DISTRICT  
P.O. BOX 267  
WINTERSET, IA 50273  
PHONE: 515-462-2961  
FAX: 515-462-4569

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To Whom It May Concern:

This is to certify that there is no maintenance agreement with the Madison County Soil and Water Conservation District for the State Cost-Share program on the parcel of land listed below.

No. 36762623

TO

That part of the Southwest Quarter (1/4) of the Southeast Quarter (1/2) of Section Thirty-six (36) in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., in Madison County, Iowa, described as follows: Beginning at the northwest corner of the Southwest Quarter (1/4) of the Southeast Quarter (1/2) of said Section Thirty-six (36); thence on an assumed bearing of North 84°30'40" East along the north line of said Southwest Quarter (1/4) of the Southeast Quarter (1/2) 332.50 feet; thence South 00°14'26" East 1317.50 feet to the south line of said Southwest Quarter (1/4) of the Southeast Quarter (1/2); thence South 85°01'47" West along said south line 332.24 feet to the southwest corner of said Southwest Quarter (1/4) of the Southeast Quarter (1/2); thence North 00°14'26" West along the west line of said Southwest Quarter (1/4) of the Southeast Quarter (1/2) 1314.48 feet to the northwest corner of said Southwest Quarter (1/4) of the Southeast Quarter (1/2) and the point of beginning; Said tract contains 10.00 acres and is subject to a Madison County Highway Easement over the northerly and westerly 0.77 acres thereof.

If you have any question or concerns, please fee free to contact our office (515) 462-2961.

Sincerely,

*Diane Fitch*

Diane Fitch  
State Secretary  
Madison County

*Shari Bush*



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COMMISSIONERS

KEITH SPARKS

DAN RYNER

DARRELL JAMISON

TIM ARMSTRONG

TIM PALMER

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