

FILED NO. **004844**
BOOK 2002 PAGE 4844
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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 15⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>

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 **#27 VOL. 98/99**
(Same as Application No.)

Madison County Soil and Water Conservation District

This AGREEMENT is made and entered into this 09 day of August, YEAR 2002 by and between
The Madison County Soil and Water Conservation District, herein called DISTRICT, and

Dean Bartelt herein called RECIPIENT.

WITNESSETH:

DISTRICT and RECIPIENT 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. 04232870 in the amount of \$ 2,500.00 as reimbursement for partially or completely financing the herein named soil and water conservation practice placed on W1/2 SE1/4 NW1/4 and the E1/4 SW1/4 NW1/4 section 25 T75N/R26W 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 from January 29, 1999. 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 practice 600: To include 1,580 feet of terraced tile outlet terraces.

Keith Sparks 8/8/02
Signature of SWCD Commissioner

Dean Bartelt Date 8/8/02
Signature of RECIPIENT

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 Maxine Wilson 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.

Keith Sparks Date 8/8/02
Signature of SWCD Chairperson

Maxine J. Wilson Date 9/27/02
Signature of Contract Seller
by Kathy P Ordway
Trustee

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

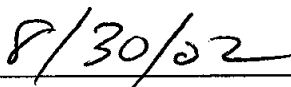
RELEASE OF SOIL EROSION CONTROL MAINTENANCE AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

The Madison Soil and Water Conservation District, being the holder of a maintenance agreement for soil erosion control practices with respect to real property described as the West Half of the Southeast Quarter of the Northwest Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$) and the East Half of the Southwest Quarter of the Northwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$), all in Section Twenty-eight (28), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, which was recorded January 29, 1999, in Misc. Record 45, Page 541, Madison County Recorder's Office, does hereby release said property from the lien of said maintenance agreement for the reason that the legal description contained therein is incorrect. In releasing the aforementioned real property from the lien created by the recording of the maintenance agreement, the undersigned in no way intends that the recipient of the funds provided for installation of the soil erosion control practices, Dean Bartelt, be released from liability for maintaining the practices on his property, located in the West Half of the Southeast Quarter of the Northwest Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$) and the East Half of the Southwest Quarter of the Northwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$), all in Section Twenty-five (25), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.



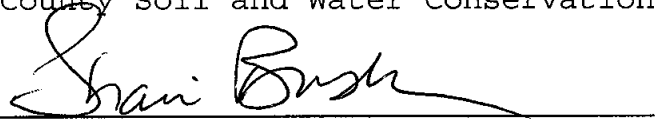
KEITH SPARKS, Chairman
Madison Soil and Water Conservation
District



DATE

STATE OF IOWA)
) ss.
COUNTY OF MADISON)

On this 30th day of August, 2002, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Keith Sparks, to me personally known, who being by me duly sworn, did say that 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 (2001), 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 that the Madison County Soil and Water Conservation District has no seal.



NOTARY PUBLIC in and for the
State of Iowa

