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MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

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IOWA FINANCIAL INCENTIVE PROGRAM FOR SOIL EROSION CONTROL Form IP-4(Rev. 4/05)
MAINTENANCE/PERFORMANCE AGREEMENT

Iowa Department of Agriculture & Land Stewardship
Division of Soil Conservation

Agreement No. #10 VOL. IFIP 04-05

Madison County Soil and Water Conservation District

This AGREEMENT is made and entered into this 07 day of June 2005, by and between the
Madison County Soil and Water Conservation District, herein called DISTRICT, and Jack Wildin, 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. 61559306 in the amount of \$ 5941.00 as
reimbursement for partially or completely financing the herein named soil and water conservation practice on
Qtr. SE1/4 NW1/4 NW1/4 AND SW1/4 NE1/4 NW1/4 NW1/4 AND NE1/4 NE1/4 NW14 NW1/4 AND SE1/4 NE1/4 NW1/4
NW1/4 AND NW1/4 NE1/4 NW1/4 AND SW1/4 NE1/4 NE1/4 NW1/4 AND SE1/4 NE1/4 NE1/4 NW1/4 AND NW1/4 SW1/4
NE1/4 NW1/4 AND SW1/4 SW1/4 NE1/4 NW1/4 Sec. 34 Township 77 Lee Range 26 County Madison, 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 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 600 Amount Installed 2925 feet of narrow base tile outlet terrace.

[Signature of Keith Sparks]
Signature of SWCD Chairperson

[Signature of Jack Wildin]
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 \_\_\_\_\_ 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 Iowa Code section 161.43, the requirements of Iowa Code section 161.7(16), 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