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MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

COMPUTER ✓
RECORDED ✓
COMPARED

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

IOWA FINANCIAL INCENTIVE PROGRAM FOR SOIL EROSION CONTROL Form IP-4(Rev. 4/05)
MAINTENANCE/PERFORMANCE AGREEMENT
Iowa Department of Agriculture & Land Stewardship **Agreement No.** #01 319 Cedar Lake Watershed
Division of Soil Conservation

Madison County Soil and Water Conservation District

This AGREEMENT is made and entered into this 15 day of July 2005, by and between the Madison County Soil and Water Conservation District, herein called DISTRICT, and Rose Acre Farm, 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. 61630754 in the amount of $ 21,101.45 as reimbursement for partially or completely financing the herein named soil and water conservation practice on Qtr. W1/2 NW1/4 NE1/4 AND NE1/4 NW1/4 NE1/4 Sec. 34 Township Douglas 76 Range 28 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 657 Amount Installed 1 grade stabilization structure and fencing to protect pool area and dam.

Keith Sparks
Signature of SWCD Chairperson

Signature of RECIPIENT ROSE ACRE FARMS

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

✓ MADISON COUNTY SWCD
PO BOX 267
WINTERSET IA 50273

Distribution: APPLICANT, SWCD, DSC