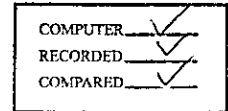


MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA



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. 7/05)
MAINTENANCE/PERFORMANCE AGREEMENT
Iowa Department of Agriculture & Land Stewardship Agreement No #25 VOL. IFIP 03-04
Division of Soil Conservation

Madison County Soil and Water Conservation District
This AGREEMENT is made and entered into this day of October 27, 2005, by and between the
Madison County Soil and Water Conservation District, herein called DISTRICT, and **Carl Miller**, 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. 61795670 in the amount of \$762.75 as
reimbursement for partially or completely financing the herein named soil and water conservation practice on Qtr.
SE1/4 NW1/4 NW1/4 NE1/4 NE1/4 SW1/4 NW1/4 NE1/4 NW1/4 SW1/4 NW1/4 NE1/4 SW1/4
NE1/4 NW1/4 NE1/4 Sec. 28 Township 74N Range 27W 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 670 Amount Installed 670 feet of narrow base tile outlet terrace.

Keith Sparks
Signature of SWCD Chairperson

Carl Miller 10-27-05
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 contract 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
Distribution: APPLICANT, SWCD, DSC
Page 1 of 1

Signature of Contract Seller

Date Return To:

MADISON COUNTY SWCD
PO BOX 267
WINTERSSET IA 50273-0267