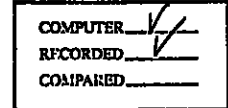


MICHELLE UTSLER, COUNTY RECORDER  
MADISON IOWA



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  
split claim 50% each

Agreement No#12A /12B VOL 1FIP 05-06

Division of Soil Conservation

Madison County Soil and Water Conservation District

This AGREEMENT is made and entered into this day of May 16 2006, by and between the  
Madison County Soil and Water Conservation District, herein called DISTRICT, and Bruce Bellamy and  
Greg Bellamy, 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. 62135338/62135337 in the amount of  
\$2,533.63/2,533.63 as reimbursement for partially or completely financing the herein named soil and water  
conservation practice on Qtr. E1/2SW1/4NW1/4 AND NW1/4SW1/4SE1/4NW1/4 AND SW1/4  
NW1/4SE1/4NW1/4 OF Sec. 9 Township 75 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 600 Amount Installed 2500 FEET OF NARROW BASE TILE OUTLET TERRACE

Signature of SWCD Chairperson  
Distribution: APPLICANT, SWCD, DSC  
Page 1 of 1

Return To: SWCD  
P.O. Box 207  
Waters, IA 50273