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MICHELLE 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. 7/05)
MAINTENANCE/PERFORMANCE AGREEMENT
Iowa Department of Agriculture & Land Stewardship **Agreement No#01 REAP P 07**
Division of Soil Conservation
Madison County Soil and Water Conservation District
This AGREEMENT is made and entered into this day of November 01 2006, by and between the **MADISON** County Soil and Water Conservation District, herein called DISTRICT, and **Roger Hewett**, 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. 6241046 in the amount of $ 2580.00 as reimbursement for partially or completely financing the herein named soil and water conservation practice on Qtr. **SW1/4NW1/4SE1/4SE1/4 AND SW1/4SE1/4SE1/4 OF SECTION 23 AND W1/2NE1/4NE1/4 AND N1/2NW1/4SE1/4NE1/4** Sec. **26** Township **75** Range **27** 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 **692 TSI** Amount Installed **21.5 ACRES OF TIMBER STAND IMPROVEMENT AND FENCING TO PROTECT 21.5 ACRES OF TIMBER STAND IMPROVEMENT.**

Signature of SWCD Chairperson

Signature of RECIPIENT

CONTRACT SALE

Distribution: APPLICANT, SWCD, DSC
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✓ Return to: Madison County SWCD P.O. Box 267 Winterset, IA 50273