

STATE OF IOWA, SS  
MADISON COUNTY,

Inst. No. 5358 Filed for Record this 29<sup>TH</sup> day of JUNE 19 99 at 8:44  
Book 30 Page 757 Recording Fee \$ 6.00 Michelle Utsler, Recorder, By [Signature] Deputy

**IOWA FINANCIAL INCENTIVE PROGRAM FOR SOIL EROSION CONTROL  
MAINTENANCE AGREEMENT**

Iowa Department of Agriculture & Land Stewardship  
Division of Soil Conservation

Maintenance Agreement No. #20 VOL 9  
(same as Application)

MADISON

County Soil and Water Conservation

This AGREEMENT is made and entered into this June day of 29, 19 99, by and b

MADISON

County Soil and Water Conservation District, hereir

DISTRICT, and RUSSELL UTSLER

herein called RECI

**WITNESSETH:**

DISTRICT AND RECIPIENT hereby agree that this covenant is executed to satisfy the requirements of Iowa Code Section 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 c as a condition for receiving DISTRICT financial incentive assistance and provides that the owner, present or future, of the propert described is personally liable through this AGREEMENT if the soil and water conservation practice herein named is not maintain removed, altered or modified while this AGREEMENT is effective.

DISTRICT hereby agrees to provide \$ 1618.25 to RECIPIENT for partially or completely financing the herein listed perman and water conservation practice on the following described agricultural land in the County of SE 1/4 SE 1/4 section 36 Li t 75n/r28w madison county and State of Iowa to-wit:

RECIPIENT hereby agrees to maintain the erosion control capabilities of the permanent soil and water conservation practice herein by complying with DIVISION maintenance requirements for twenty (20) years from the date of this AGREEMENT.

RECIPIENT hereby agrees that no action shall be taken by the RECIPIENT or his/her agents or successors to remove, alter or any soil and water conservation practice herein named for twenty (20) years unless prior written authorization is obtained from the DIS and incorporated into this AGREEMENT.

RECIPIENT hereby agrees that if any unauthorized removal, alteration or modification of soil and water conservation practice herein occurs that the RECIPIENT will maintain, repair or reconstruct the practice at his/her own expense

RECIPIENT hereby agrees to notify any prospective purchaser of the property herein described of the landowner's obligations by this AGREEMENT and Section 161A.7(16) of the Iowa Code before legal or equitable title to any portion of this property is transferre

**COVERAGE OF THIS AGREEMENT:**

DISTRICT and RECIPIENT agree that the soil and water conservation practice detailed in the following description and on the at sketch (hereby made part of this AGREEMENT) were partially or completely installed with DISTRICT funds and are covered by this AGREE

1175 feet of narrow base tile outlet terrace.

[Signature] 6/15/99 [Signature] 6-29-99  
Signature of SWCD Chairperson Date Signature of RECIPIENT Date

The parties acknowledge that the above-described real property is the subject of a real property contract sale wherein the RECI

is the contract buyer and \_\_\_\_\_ is the contract seller hereby agree that in the event of contract default, forfeiture or any action resulting in the co seller's acquiring the real property, the contract seller shall be responsible for compliance with all provisions of this agreement and be liable to the same extent as the RECIPIENT would be if no such action had occurred. The contract seller acknowledges the duty im, upon landowners pursuant to Section 161A.43, The Code, the requirements of Section 161A.7(16) of the Code, and that by virtue improvements installed upon the land with the aid of the funds provided by this agreement, the contract seller will have received a b and an improvement to said property, and also received assistance in complying with the above statutory duties.

\_\_\_\_\_  
Signature of SWCD Chairperson Date Signature of Contract Seller Date

Distribution: SWCD case file (white), Contract Seller (green), Recipient (canary), DSC (pink), SWCD maintenance agreement file (golde