

STATE OF IOWA,  
MADISON COUNTY,

Inst. No. 2120 Filed for Record this 5 day of FEB 19 96 at 4:04 PM  
Book 43 Page 359 Recording Fee \$ 6.00 Michelle Utsler, Recorder. By Shirley H. Henry  
Deputy

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

Form IP-4 (Rev. 6/93)

Iowa Department of Agriculture & Land Stewardship  
Division of Soil Conservation

Maintenance Agreement No. #01 ONMP FY 96  
(same as Application No.)

MADISON

County Soil and Water Conservation District

This AGREEMENT is made and entered into this 05 day of February, 1996, by and between

MADISON

County Soil and Water Conservation District, herein called

DISTRICT, and William C. Mitchell Family Partnership, 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.

DISTRICT hereby agrees to provide \$ \$5,000.00 to RECIPIENT for partially or completely financing the herein listed permanent soil

and water conservation practice on the following described agricultural land in the County of Madison SE 1/4 SW 1/4

Section 26 T76N/R29W Jackson township

and State of Iowa to-wit:

RECIPIENT hereby agrees to maintain the erosion control capabilities of the permanent soil and water conservation practice herein named 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 modify any soil and water conservation practice herein named for twenty (20) years 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 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 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 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 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 are covered by this AGREEMENT.

Animal Waste Storage Pond

Larry Beeler

1/23/96

William C Mitchell by Don Mitchell PCA 2-5-96

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 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 Section 161A.43, The Code, the requirements of Section 161A.7(16) of the Code, 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

Date

Signature of Contract Seller

Date

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

CPE-51078

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