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LISA SMITH, COUNTY RECORDER
MADISON COUNTY 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. Return to: Madison County SWCD PO BOX 267 WINTERSET IA 50273

Local Water Protection Program - Maintenance Agreement for LWPP Approval Number **LWPP06905**
MADISON County Soil and Water Conservation District.

This AGREEMENT is made and entered into by and between the **MADISON** County Soil and Water Conservation District, herein called DISTRICT, and Chad Bolinger, herein called RECIPIENT.

WITNESSETH:

District and Recipient hereby agree that this covenant is executed to satisfy the requirements of 567 Iowa Administrative Code 93.6(4). 567 Iowa Administrative Code 93.6(4) requires this covenant as a condition for receiving a Local Water Protection Program Loan and provides that the owner, present or future, of the property herein described is personally liable through this agreement if the water quality project herein named is not maintained or is removed, altered or modified while this AGREEMENT is in effect.

The Recipient hereby acknowledges receipt of a Local Water Protection Program Loan. The loan has been used to fund a water quality project legally described as follows: W1/2NE1/4SW1/4SE1/4 section 27 Webster Township T75NR28W MADISON COUNTY 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 water quality project herein named for the lifespan of the practice. The water quality project implemented on the land described above shall be maintained, kept in place or operated for the term specified for each practice. This period shall begin upon final inspection / approval of the practice by the certifying technician. The Recipient or Recipient's successors hereby agree that if any unauthorized removal, alteration or modification of the water quality project herein named occurs, the Recipient or Recipient's successors will maintain, repair or reconstruct the practice at his/her own expense. In the event of property transfer from the Recipient to another person or entity during the repayment period specified in the loan agreement, the balance of the loan, principal and any accrued interest shall be due in full. Recipient hereby agrees to notify any prospective purchaser of the property herein described of the landowner's obligations created by this agreement before legal or equitable title to any portion of this property is transferred.

COVERAGE OF THIS AGREEMENT:

District and Recipient agree that the water quality project(s) detailed in the following description were partially or completely installed with a loan from the Local Water Protection Program.

Type of Practice(s)	Term	Type of Practice(s)	Term
Grade stabilization structure	20 years	410	20
Fencing for pool area, damn, paddocks	20 years	382	20

Signature of SWCD Commissioner	Date	Signature of RECIPIENT	Date
<i>Keith Parks</i>	7/20/10	<i>Chad Bolinger</i>	7/20/10

State of Iowa, County of Madison Ringgold

This Instrument was acknowledged before me on July 30, 2010 by Chad Bolinger
Signature of Notary *Karen Schaefer* Stamp or Seal

