

INDEX
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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.

IOWA FINANCIAL INCENTIVE PROGRAM FOR SOIL EROSION CONTROL Form IP-4 (Rev 10/06)
MAINTENANCE/PERFORMANCE AGREEMENT Return to: Madison County SWCD P.O. Box 267 Winterset IA
50273

Iowa Department of Agriculture & Land Stewardship Agreement No DSC BI Incentive #21
Division of Soil Conservation

Madison County Soil and Water Conservation District

This AGREEMENT is made and entered into this day of June 16, 2009, by and between the Madison County
Soil and Water Conservation District, herein called DISTRICT, and Dwayne Sear, 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 63870849 in the amount
of \$ 1540.00 as reimbursement for partially or completely financing the herein named soil and water
conservation practice NE1/4SW1/4 SECTION 9 T76NR29W and NW14/SW1/4SECTION 9 T76N R29W 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 5 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 soil and water
conservation practices herein named occurs during the term of this AGREEMENT, RECIPIENT will repair or
reconstruct the practices to their original as-built design specifications at RECIPIENT'S own expense. In lieu of
repairing or reconstructing the practices, DISTRICT, at the sole discretion, may allow RECIPIENT or
RECIPIENT'S successors to refund to the Iowa Division of Soil Conservation the entire amount of the financial
incentive payment received by RECIPIENT.

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 and Section 27-
10.31 of the Iowa Administrative 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(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 Amount Installed 7.7 ACRES OF CONTOUR GRASS STRIPS AND FIELD BORDERS.

David L. Dorff
Signature of SWCD Chairperson

Dwayne Sear
Dwayne Sear

This instrument was acknowledged before me on June 29, 2009 by Dwayne Sear

State of Iowa
County of Madison

Deane Fitch (signature of notarial officer)

State Secretary Title (and Rank)

Distribution: APPLICANT, SWCD, DSC

