

INDX ✓  
ANNO  
SCAN  
CHK

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 #23  
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 Randy Berry, 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. 638 70851 in the amount  
of \$ 700.00 as reimbursement for partially or completely financing the herein named soil and water conservation  
practice on W1/2NE1/4SW1/4ANDW1/2NE1/4NE1/4SW1/4ANDW1/2SE1/4NE1/4SW1/4 of section 16 of T74N  
R28W 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 3.5 ACRES OF CONTOUR BUFFERS AND FIELD BORDERS.

David L. Dorff  
Signature of SWCD Chairperson

Randy Berry  
Randy Berry

This instrument was acknowledged before me on 6-3-09 by Randy Berry

Return to: Madison County SWCD P.O. Box 267 Winterset IA 50273



Jane Fitch