STATE OF IOWA, MADISON COUNTY, SS.

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Book 43 Page 358 Recording Fee $ 6.00 Michelle Utsler, Recorder, By Betty M. Nibbs Deputy

IOWA FINANCIAL INCENTIVE PROGRAM FOR SOIL EROSION CONTROL
MAINTENANCE AGREEMENT
Iowa Department of Agriculture & Land Stewardship
Division of Soil Conservation

Form IP-4 (Rev. 6/93)

Maintenance Agreement No. #03 VOL 95/96 (same as Application No.)

Madison County Soil and Water Conservation District

This *AGREEMENT* is made and entered into this _____ day of February, 19 96, by and between Madison County Soil and Water Conservation District, herein called DISTRICT, and William C. Johnson, 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 $ 2063.43 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 N 1/2 fr. NW 1/4 Sec 7 T75N/r26W South 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.

1925 feet tile outlet narrow based terrace

Signature of SWCD Chairperson	Date	Signature of RECIPIENT	Date
Larry Beeler	1/23/96	William C. Johnson WILLIAM Johnson	2-5-96

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)

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