

IOWA FINANCIAL INCENTIVE PROGRAM FOR SOIL EROSION CONTROL MAINTENANCE AGREEMENT

Form IP-4 (Rev. 2/90)

Iowa Department of Agriculture & Land Stewardship Division of Soil Conservation

Maintenance Agreement No. 06 VOL 92-93 (same as Application No.)

Madison County Soil and Water Conservation District

This AGREEMENT is made and entered into this 13th day of December, 1994, by and between

Madison County Soil and Water Conservation District, herein called

DISTRICT, and Don Schulz, herein called RECIPIENT.

WITNESSETH:

DISTRICT and RECIPIENT hereby agree that this covenant is executed to satisfy the requirements of Iowa Code Section 467A.7(16) and should be interpreted in a manner that promotes the policies of Chapter 467A of the Iowa Code.

DISTRICT hereby agrees to provide \$ 3,000.00 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

and State of Iowa to-wit:

E 1/2 SW 1/4 T75N/R29W 32 Webster

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 and 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 467A.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.

2475 feet Terraces; 3/6"x16" Outlets; 7 Intakes; 100 feet/6" tile; 3040 feet 5" tile; 4150 feet 4" tile.

Signatures and dates of Larry Beeler (SWCD Chairperson) and Alan Schulz (RECIPIENT) dated 10/13/94 and 12/2/94.

COMPUTER RECORDED COMPARED checkboxes with checkmarks.

CONTRACT SALE

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 Hazel & Robert Stroeber 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.

Signatures and dates of Larry Beeler (SWCD Chairperson) and Hazel & Robert Stroeber (Contract Seller) dated 12/13/94 and 12/24/94.

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

STATE OF IOWA, MADISON COUNTY, Inst. No. 1954, Filed for Record this 31 day of January, 1995 at 11:15 AM, Book 42, Page 676, Recording Fee \$ 6.00, Michelle Utsher, Recorder, By Betty M. Nibbe Deputy.