Maintenance Agreement No. 1 (81-82)
(Same as Application No.)

Form IP-4
February, 1981

IOWA FINANCIAL INCENTIVE PROGRAM FOR SOIL EROSION CONTROL
MAINTENANCE AGREEMENT

Iowa Department of Soil Conservation
Madison County Soil Conservation District

THIS AGREEMENT, is made and entered into this 1 day of September, 19 81, by and between Madison Soil Conservation District, herein called DISTRICT, and W.W. Heimberger herein called RECIPIENT.

WITNESSETH:

DISTRICT and RECIPIENT hereby agree that this covenant is executed to satisfy the requirements of Section 467A.7(16) of the Iowa Code and should be interpreted in a manner that promotes the policies of Chapter 467A of the Iowa Code. Section 467A.7(16) requires this covenant as a condition for receiving DISTRICT cost-share assistance and provides that the owner, present or future, of the property herein described is personally liable for funds paid through this AGREEMENT if the soil and water conservation practices herein listed are not maintained or are removed, altered, or modified while this AGREEMENT is effective.

DISTRICT hereby agrees to provide $ 635.00 to RECIPIENT for partially or completely financing the herein listed permanent soil and water conservation practices on the following described agricultural land situated in the County of Madison and State of Iowa to-wit:

E½ of SE¼ of SW¼, Sec. 17, Penn

RECIPIENT hereby agrees to maintain the erosion control capabilities of the soil and water conservation practices herein listed by complying with DEPARTMENT maintenance requirements for twenty years from the date of this AGREEMENT.

RECIPIENT hereby agrees that no action shall be taken by the RECIPIENT or his agents or successors to remove, alter, or modify any soil and water conservation practices herein listed for twenty 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 practices herein listed occurs that the RECIPIENT will refund to the Iowa Department of Soil Conservation (hereinafter DEPARTMENT) an amount determined by the State Soil Conservation Committee to be the DISTRICT'S contribution to installation of the practice adjusted to the remaining planned useful life of the practice when removed, altered, or modified.

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.

DISTRICT and RECIPIENT hereby agree that if RECIPIENT makes a refund of all money received under this AGREEMENT to the DISTRICT that the AGREEMENT is cancelled and that no costs of concellation shall be charged to either party.

COVERAGE OF THIS AGREEMENT:

DISTRICT and RECIPIENT agree that the soil and water conservation practices 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. (Attach sketch detailing practice location.)

600D 600 feet

SIGNATURES:

Cyrus B. McDonald
(Chairman—SCD)

for the Madison County Soil Conservation District.

September 1, 1981
(Date)

W.W. Heimberger
(Recipient)

(Recipient)

September 1, 1981
(Date)

CONTRACT SALE

The parties acknowledge that the above-described real property is the subject of a real property contract sale wherein the Recipients are the contract buyers and _____ is (are) contract seller(s).

The District and the contract sellers hereby agree that in the event of contract default, forfeiture, or any action resulting in the contract sellers reacquiring the real property, the contract sellers 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 467A.43, The Code, the requirements of Section 467A.7(16) of The Code, as amended by the 1980 Session of the 68th General Assembly, 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.

SIGNATURES:

(Chairman—SCD)

for the _____

Soil Conservation District

(Date)

Compared

FILED NO. 1252
BOOK 34 PAGE 93
1982 MAR 11 PM 4:10
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee 3.00

Distribution:
Recipient
Contract Seller
County Recorder (upon request)
SCD Maintenance Agreement File
SCD Case File
DSC