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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; Return to: MADISON SWCD PO BOX 267 WINTERSET IA 50273.

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Iowa Financial Incentive Program Maintenance/Performance Agreement
Iowa Department of Agriculture & Land Stewardship - Division of Soil Conservation

This agreement is made and entered into by and between the MADISON SWCD Soil and Water Conservation District, herein called district, and LESTER BIGELOW and GWEN G.B. OSWALD, herein called landowner.

Witnesseth:

District and landowner are executing this agreement to satisfy the requirements of Iowa Code Section 161A.73. Iowa Code Section 161A.73 requires this agreement as a condition for receiving financial assistance and provides that the owner, present or future, of the property described in this agreement is responsible if the soil and water conservation practice is not maintained or is removed, altered or modified while this agreement is in effect.

For a period of 20 years, beginning upon final inspection of the practice by the certifying technician on August 18, 2015, the landowner or landowner's successors:

1. Acknowledge financial assistance as part of FARMS Agreement Number #33324 has been used to fund soil and water conservation practice(s) on land legally described as follows: Quarter NE1/4 of NW1/4 of NE1/4 Section 3 Township Monroe Tier T74N Range R28W County Madison, in the State of Iowa.
2. Agree not to remove, alter or modify the practice as built. As built practice(s): Grade Stabilization Structure, 1 Quantity.
3. Agree to maintain the practice(s). Maintenance includes, but is not limited to:
 - a. Maintaining seeding associated with the practice and ensuring sufficient cover or stand;
 - b. Removal of invasive plants/vegetation that could interfere with the performance of the practice;
 - c. Repairing damage caused by wind, water or burrowing animals;
 - d. Ensuring intakes and outlets are free of debris or sediment and function properly, including emergency spillways and outlets;
 - e. Avoiding tillage, chemical drift or any other action that could threaten the integrity of a practice; and
 - f. Cover crops shall not be mechanically or chemically terminated prior to the spring of the following planting season.
4. Agree that if the practice is removed, altered or modified, they will repair or reconstruct the practice at their own expense. In lieu of repairing or reconstructing the practices, the district, at its sole discretion, may allow landowner or landowner's successors to refund to the Iowa Division of Soil Conservation the entire amount of the financial incentive payment made to implement the conservation practice.
5. Agree to notify any prospective purchaser of the property of the landowner's obligations created by this agreement before legal or equitable title to any portion of this property is transferred.

Signature of Owner(s), Agent or POA

Lester Bigelow Gwen G.B. Oswald

Signature of SWCD Chairperson

Acknowledgement

State of Iowa County of Madison

State of Iowa County of Madison

This instrument was acknowledged before me on 8/14/15

This instrument was acknowledged before me on 8/14/15

by Gwen G.B. Oswald
name(s) of landowner(s)

by Lester Bigelow
name(s) of landowner(s)

Diane Fitch (Seal or Stamp)
(signature of notary public)

Diane Fitch (Seal or Stamp)
(signature of notary public)

