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BRANDY MACUMBER, COUNTY RECORDER

MADISON COUNTY IOWA

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Prepared by: Anna Golightly, Conservation Assistant; 815 E HWY 92, WINTERSET, IA 50273-0267 (515) 462-4884 x3
 Return to: MADISON SWCD, 815 E HWY 92, WINTERSET, IA 50273-0267

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

This agreement is made and entered into by and between the MADISON Soil and Water Conservation District, herein called district, and Robert Kirkland, herein called landowner.

Witnesseth:

District and landowner are executing this agreement to satisfy the requirements of Iowa Code Section 161A.7(3). Iowa Code Section 161A.7(3) requires this agreement as a condition for receiving financial assistance and provides that the landowner(s), 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 5 years, beginning upon final inspection of the practice by the certifying technician on 5/9/2023, the landowner or landowner's successors:

1. Acknowledge financial assistance as part of FARMS Agreement Number #106538 has been used to fund a soil and water conservation practice(s) on land legally described as follows: W 1/2 & SE 1/4 of the SE 1/4 of the NE 1/4 of Section 16, Township T74N, Range R29W, Madison County, Iowa
2. Agree not to remove, alter or modify the practice as built. As built practice(s): Pasture and Hayland Planting, 34.1 Acres
3. Agree to maintain the practice(s). Maintenance includes, but is not limited to:
 - a. Maintaining seeding and removal of invasive plants/vegetation that could interfere with the performance of the practice;
 - b. Repairing damage caused by wind, water, burrowing animals or any activity that could threaten the integrity of the practice;
 - c. Ensuring intakes and outlets are free of debris or sediment and function properly, including emergency spillways and outlets;
 - d. Not mechanically or chemically terminating cover crops 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 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

Robert Kirkland

Signature of SWCD Chairperson

Jason Hirsch, Chair

Acknowledgement

State of Iowa

County of Madison

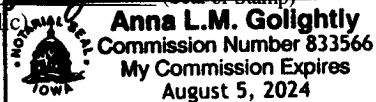
Acknowledged before me on May 23, 2023

by Robert Kirkland (Date)

(Name of Landowner(s), Agent or POA)

Anna Golightly

(Signature of notary public)



Acknowledgement

State of Iowa

County of Madison

Acknowledged before me on May 25, 2023

by Jason M. Hirsch (Date)

(Name of SWCD Chairperson)

Anna Golightly

(Signature of notary public)

