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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) 462-2961 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 AJS Farms LLC, 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 20 years, beginning upon final inspection of the practice by the certifying technician on May 3, 2023, the landowner or landowner's successors:

1. Acknowledge financial assistance as part of FARMS Agreement Number #106974 has been used to fund a soil and water conservation practice(s) on land legally described as follows: SW1/4 & N1/2 of the NW1/4 of the SE1/4 & N1/2 of the NE1/4 of the SE1/4 of Section 17, & N1/2 of the NW1/4 of the SW1/4 & N1/2 of the NE1/4 of the SW1/4 of Section 16, Township T77N, Range R28W, Madison County, Iowa
2. Agree not to remove, alter or modify the practice as built. As built practice(s): Tree/Shrub Establishment, 14.9 Acre(s)
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

AJS Farms LLC

Signature of SWCD Chairperson

Jason M. Hirsch, Chair

Acknowledgement

State of

Iowa

County of

Madison

Acknowledged before me on 8-21-2023

(Date)

by Aaron Sligh
(Name of Landowner(s), Agent or POA)

Anna L.M. Golightly
(Signature of notary public)

Acknowledgement

State of

Iowa

County of

Madison

Acknowledged before me on August 25, 2023

(Date)

by Jason M. Hirsch
(Name of SWCD Chairperson)

Anna L.M. Golightly
(Signature of notary public)

