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MADISON COUNTY IOWA

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Prepared by: Anna Golightly, Conservation Assistant, 815 E HWY 92, WINTERSET, IA 50273-0267 (515) 462-4884 ext. 3
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 Griffon Point Holding 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 10 years, beginning upon final inspection of the practice by the certifying technician on January 22, 2025, the Landowner or Landowner's successors:

1. Acknowledge financial assistance as part of FARMS Agreement Number #121754 has been used to fund a soil and water conservation practice(s) on land legally described as follows: SW 1/4 of the NE 1/4 of the NW 1/4 of Section 5, Township T73N, Range R26W, Clarke County, Iowa and S 1/2 of Section 32, Township T74N, Range R26W, Madison County, Iowa
2. Agree not to remove, alter or modify the practice as built. As built practice(s): Forage and Biomass Planting, 68.05 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 Landowner(s), Agent or POA

Griffon Point Holding LLC

Signature of SWCD Chairperson

Thomas Moss, Chair

Acknowledgement

State of Iowa

County of Polk

Acknowledged before me on 2/12/2025 (Date)

by Kristofer Love (Name of Landowner(s), Agent or POA)

Abigail Cooper Brown (Signature of notary public) (Seal or Stamp)

Acknowledgement

State of Iowa

County of Madison

Acknowledged before me on 3-4-2025 (Date)

by Thomas L. Moss (Name of SWCD Chairperson)

Anna M. Golightly (Signature of notary public)

