

6. **DEED RESTRICTION:** If construction has not begun on a lot within 12 months of the date of the recorded deed from Developers, the owner of record, at Developers request, agrees to deed the property back to the developer for 90% of the original sales price. (i.e. paid \$60,000 on 7/05, receive \$54,000 on 7/06.) The current owner will not be reimbursed for taxes, closing costs or interest from the time the lot was purchased from the Developers. Developer will pay deed preparation, recording fees and transfer stamps.

7. Any payments under this contract that are not paid by Buyer when due, shall draw interest at 10% annum from the date of said payment.

8. Sellers are Iowa Licensed Real estate Brokers acting as Principals on their behalf.

9. Additional: _____

Acceptance Date: _____ 20____.

By: _____ Company _____

BUYER(S)

By: _____ SELLER

BUYER(S)

**NOTICE OF PARTIAL TRANSFER
OF A STORM WATER DISCHARGE
COVERED UNDER IOWA NPDES GENERAL PERMIT NO. 2
FOR CONSTRUCTION ACTIVITIES
and
INDEMNIFICATION AGREEMENT**

Pursuant to 567 IAC § 64.6(6), by this Notice of Partial Transfer and Indemnification Agreement (the "Notice of Partial Transfer") _____ (the "Transferor"), the current or original owner of certain lots or parcels (the "Transferor") transfers both the NPDES General Permit No. 2 and all legal responsibility for NPDES compliance for those lots or parcels to the purchaser of the Transferred Real Estate to _____ (the "Transferee"). Transferor will retain NPDES General Permit No. 2 responsibility only for parcels or lots owned by Transferor following closing on this transaction.

Transferee acknowledges receipt of a copy of the NPDES General Permit No. 2 and the storm water pollution prevention plan for the Transferred Real Estate. Transferee understands and agrees to become the sole responsible permittee for the Transferred Real Estate and agrees that it shall be solely responsible for compliance with the provisions of the NPDES General Permit No. 2 for the Transferred Real Estate from and after the date of transfer. Transferee grants Transferor authority to file this Notice with the DNR. Transferee agrees to follow the provisions of the current Storm Water Pollution Prevention Plan (the "Plan") and shall be solely responsible for any modifications to the Plan that pertain to the Transferred Real Estate. Transferee shall further protect, defend, indemnify and hold Transferor harmless from any claims, liabilities, fines, penalties (administrative, civil or otherwise), cleanup costs and/or attorneys and consultant fees resulting from any alleged violation thereof after the date of sale of the Transferred Real Estate. The consideration for the exchange of these mutual obligations shall be the consideration set forth in the Purchase Agreement between the parties and the covenants and provisions of this Notice of Partial Transfer shall survive closing.

Transferee understands that by executing this Notice of Partial Transfer, it agrees to comply with all the requirements governing the discharge of storm water associated with industrial activity for construction activities by Iowa Department of Natural Resources NPDES General Permit No. 2 and certifies that it is aware that discharging pollutants from storm water associated with industrial activity to waters of the United States is unlawful under the Clean Water Act where the discharge is not authorized by NPDES permit.

Signature of General Contractor _____ Title _____ Date _____

General Contractor Information: _____ **Description of Property Being Transferred:** _____

Name: _____ Legal Description: _____

Address: _____ Locally Known As: _____

City: _____ City: _____

Telephone No: _____

Return to: _____

Storm Water Coordinator
Department of Natural Resources
502 E. 9th Street
Des Moines, IA 50319-0034

Mailed on this date: _____, 20____.

By: _____