

Whisper Ridge, Plats 2 and 3
STORM WATER DISCHARGE FORM
Addendum To Purchase Agreement
Review For Buyer/Owners Responsibility

SELLER: Hidden Creek LLC

BUYER: _____

PROPERTY: Lot(s)/PLAT 2 or 3 in Whisper Ridge, West Des Moines, Iowa

DATE OF PURCHASE AGREEMENT: _____

1. STORM WATER DISCHARGE COMPLIANCE AND INDEMNIFICATION. Buyer is hereby notified that there exists, for Whisper Ridge (the "Development") (which includes the Property), an NPDES Storm Water Discharge Permit No. 2 (the "General Permit") and storm water pollution prevention plan ("SWPPP"). Buyer understands that a copy of the General Permit (DNR – IA – 23662-23413) and the SWPPP for the Development is located at Civil Design Advantage – 3405 Southeast Crossroads Dr. Grimes, IA 50111

Buyer has purchased the Property noted above. Buyer understands and agrees that, from and after the Closing Date, Buyer shall become the sole responsible permit for the Property and for compliance with all terms, provisions and requirements of General Permit, the SWPPP and any and all applicable storm water and/or erosion control statutes, rules and ordinances.

Additionally, Buyer shall undertake all activities necessary to comply with any and all applicable storm water and/or erosion control statutes, rules and ordinances. Buyer shall, under all circumstances, prevent the loss, transfer or migration of any soil, silt, sediment, petroleum product, hazardous substance or solid waste from or beyond the boundaries of the Property purchased by Buyer. At all times, Buyer shall have sole operational control of storm water discharges associate with the Property.

Buyer shall protect, defend, indemnify and hold Seller harmless for any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys and consultant fees caused by, or in any manner related to: 1) any discharges from the Property identified about; and/or 2) any alleged violation of any NPDES, storm water and/or erosion control statute, rules or ordinance, after that date of sales of the Property to Buyer. Buyer shall release, waive and otherwise discharge any of all claims that Buyer may assert against Seller relating, in any manner, to any discharges from the Property and/or any alleged violation of any NPDES, storm water and/or erosion control statute, rule or ordinance. Further, Buyer's obligations shall not be discharged by sale of the Property without written consent of the Seller.

The covenants and provisions of this Section shall survive closing.

2. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

3. **CONCRETE WASHOUT.** Buyer acknowledges and agrees that from and after Closing, it is Buyer's sole responsibility and obligation to provide his/her/its own concrete washout during construction of the dwelling on the Real Estate. Buyer shall take care not to cause concrete washout migration to adjacent lots and shall be liable for any damage caused to such adjacent lots, including but not limited to, costs and expenses incurred as a result of any remedial action taken to cure a violation hereof. The covenants and provisions of this Section shall survive closing.

4. **RESTRICTIVE COVENANTS.** The undersigned Buyer by his/her/its signature hereon acknowledges receipt of a full and complete copy of the Covenants pertaining to the property offered to be purchased herein and further states and declares that said Buyer has reviewed in detail the Covenants as to the subject property and by the signature hereon of said Buyer hereby accepts and agrees to be bound by said Covenants without exception. Notwithstanding the foregoing, if said Covenants are preliminary and not yet filed of record, Buyer acknowledges the Covenants are subject to change, without further notice, and Buyer shall be bound by those Covenants placed of record. It is Buyer's sole and absolute responsibility to obtain and review in detail those Covenants placed of record. The covenants and provisions of this Section shall survive closing.

5. **MAINTENANCE OF PROPERTY.** The undersigned Buyer shall keep the Property well maintained, groomed and mowed, free of uncut weeds, rubbish, garbage and debris (including construction debris) whether such Property is vacant or improved. Additionally, Buyer shall ensure that materials or items, building or otherwise, shall not be stored or kept on adjacent properties at any time. In the event Buyer violates this provision, Seller shall have the authority to remove such materials/items and assess the costs associated with such removal to Buyer. The covenants and provisions of this Section shall survive closing.

6. **PARKING.** The undersigned Buyer shall ensure that, before and during construction, all vehicles, including construction vehicles, are parked and operated only on designated roadways within the development and not on the Property or on any other property/lot within the development. Off-roadway parking/driving is not permitted under any circumstance. The covenants and provisions of this Section shall survive closing.

7. **IMPROVEMENTS TO PROPERTY/GRADING.** Buyer acknowledges and agrees he/she/it will not make any improvements to the Property prior to Closing, including digging, grading or staking. Additionally, Buyer shall ensure that all grading and digging is done in a manner so as not to disturb the soil of adjacent properties. In the event Buyer violates this provision and damage is caused to an adjacent property, Seller shall have the right to require Buyer to

Re-grade or re-seed the damaged property at Buyer's sole cost and expense. The covenants and provisions of this Section shall survive closing.

8. ARCHITECTURAL REVIEW. Buyer acknowledges that all building, design and site plans must be submitted to and approved by Seller prior to commencement of construction on the Property in accordance with the Covenants.

9. Except as otherwise amended or supplemented hereby, all other terms and conditions of the Purchase Agreement shall remain in full force and effect.

BUYER

DATE

SELLER

DATE