



CONSENT AND AGREEMENT

THIS CONSENT AND AGREEMENT is entered into on the dates set forth below by MUSKINGUM WATERSHED CONSERVANCY DISTRICT, a body corporation and political subdivision of the State of Ohio, having its office at New Philadelphia, Ohio, hereinafter called the "MWCD", and _____, hereinafter called "Lender," and _____, hereinafter called "Lessee".

Background

Lessee has leased from the MWCD Lot # _____ at _____ Lake, by lease dated _____, _____, for the purpose of erecting or maintaining a residence or other structure thereon. Said Lessee has made application to Lender for a loan of \$ _____, Loan # _____, to be secured by a mortgage upon the Lessee's interest in the lease located on said leased lot free from all liens, charges, encumbrances, except such as may be first approved by the Board of Directors of the MWCD in writing. The Board of Directors of the MWCD has agreed to allow the encumbering of the Lessee's interest in the lease and/or mortgage upon any residence, building or appurtenant improvements now or hereafter located on said leased premises as security for said loan.

To effectuate the above, the parties have entered into an agreement upon the following terms.

Terms

1. The MWCD hereby approves the mortgage lien/security agreement from Lessee to Lender in the amount of \$ _____, to be secured by a mortgage upon the Lessee's interest in the lease and/or a security agreement upon said residence or other structure and improvements appurtenant thereto on the MWCD's lot.
2. In the event said loan is made, and until such time as Lender has notified the Conservancy District in writing that said loan is fully paid, the Board of Directors of the MWCD will authorize no transfer by the Lessee, or (his) (her) (their) heirs or assigns, of the present lease on said lot or any new lease entered into as a renewal thereof, except with the approval of the Lender. In the event of condemnation action being filed against the property, the MWCD will notify the Lender, and any condemnation award will be payable to lessor, lessee, and lender, as their interests may appear.
3. In the event of nonpayment of the rental on said lease or any new lease entered into as a renewal thereof, or other breach or violation of the terms and conditions thereof, the MWCD, before exercising its right of cancellation or forfeiture, will notify said Lender in writing of such nonpayment of rent or other breach, at least thirty (30) days in advance of formal action cancelling or forfeiting such lease.

4. In the event action is taken by the MWCD canceling or forfeiting such lease, the MWCD will execute a new lease for said lot to Lender or a person designated by the Lender and acceptable to the MWCD, for a period equal to the unexpired term of the canceled or forfeited lease at the time it is so canceled or forfeited, said new lease to be the newest form of lease in use at that time by the MWCD. If this Consent and Agreement applies to a second lien or other subordinate lien, then the rights granted to Lender under this paragraph shall be subordinate to the rights of any Lender or Lenders higher in priority. The MWCD will also cooperate with multiple lenders in the event they should agree to assign their security interests among themselves. Lease rental will be under the same conditions of the lease for the remainder of the term.
5. This Consent and Agreement shall not be construed as guaranteeing or promising to pay any part of the said loan, but, on the contrary, shall be strictly construed as agreeing only to those things expressly set forth herein.
6. Upon cancellation of the mortgage(s) or other security instrument(s), Lender will forward a copy of the canceled mortgage(s) or security instrument(s), to the MWCD, at which time this Consent and Agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereunto have set their hands at the dates set forth below.

LENDER MUSKINGUM WATERSHED CONSERVANCY DISTRICT

BY: _____ Date By: _____ Date
John M. Hoopingarner

ITS: _____ TITLE Its: Executive Director/Secretary

 Lessee Date Lessee Date

 Lessee Date Lessee Date

Revised 03-24-2008