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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

SEPTIC EASEMENT

Type of Document

PREPARER INFORMATION: (name, address, phone number)

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Winterset, Ia 50273

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TAXPAYER INFORMATION: (name and mailing address)

RETURN DOCUMENT TO: (name and mailing address)

Logan Silliman

(will pick up)

GRANTOR: (name)

Jeffrey Manny

Connie S Manny

GRANTEE: (name)

Logan P. Silliman

Courtney N. Silliman

LEGAL DESCRIPTION: (if applicable)

See page: see page 2

Document or instrument of associated documents previously recorded:
(if applicable)

SEPTIC SYSTEM DRAINAGE EASEMENT

KNOW ALL PERSONS BY THIS DECLARATION:

The undersigned owners, Jeffrey Manny and Connie S. Manny, Husband and Wife,(hereafter called the "Grantors"), in consideration of the sum of One Dollar and other valuable consideration, receipt of which is acknowledged, do hereby grant to Logan P. Silliman and Courtney N. Silliman, Husband and Wife,(hereafter called the "Grantees"), the perpetual, non-exclusive right and easement to construct, install, repair, maintain, operate, inspect, replace and remove the septic system drainage pipe and any related accessories for the same, which is located at, upon, along, across or under the following described property situated in Madison County, Iowa (hereafter called the "Easement Area"), to-wit:

That ditch located in the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-eight (28) commencing along the north eighty-five feet (85') of the west boundary of Parcel "E" located in the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-eight (28) and continuing northeasterly to the north boundary of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-eight (28), all in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

Further, Grantors do hereby grant to Grantees a perpetual, non-exclusive right and easement for purposes of clean water drainage from such septic system drainage pipe over, upon, across, in and through the above described Easement Area.

The easement described above is for the exclusive benefit of the Grantees' following described property situated in Madison County, Iowa, to wit:

Parcel "E" located in the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-eight (28), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 8.96 acres as shown in Plat of Survey filed in Book 2020, Page 2127 on June 18, 2020, in the Office of the Recorder of Madison County, Iowa.

The Grantors' real estate which is the subservient estate to the above described easement area is described as follows:

All that part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-eight (28), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcels "D" and "E" located therein containing 9.59 and 8.96 acres, respectively, as shown in Plat of Survey filed in Book 2020, Page 2127 on June 18, 2020, in the Office of the Recorder of Madison County, Iowa.

The Grantors warrant and covenant to the Grantees that, subject to liens and encumbrances of record at the date of this easement, they are the owners of the land first described above and have full right and authority to validly grant this easement, and the Grantees may quietly enjoy their estate in the premises.

The Grantors shall not erect any structure or improvement along, over or within the Easement Area which would obstruct or impede the flow of the clean water drainage from Grantees' property. The Grantors shall not change the grade, elevation or contour of any part of the Easement Area without the prior, written consent of the Grantees.

The Grantees shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area described above including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.

In consideration of such Grant, the Grantees shall cause the Easement Area to be left in a reasonable and workmanlike condition without cost to the Grantors arising from the subsequent reconstruction, repair or replacement of the septic system and will either repair or pay for any damage which may be caused to the property of the Grantors by the reconstruction, operation, maintenance, inspection, patrolling or removal or replacement of the septic system. However, the Grantees shall not be liable for, or otherwise required to repair damage, if the damage is the result of the Grantors' violation of the terms of this Easement Agreement. The Grantees shall not have the right to fence in the easement area.


The Grantors covenant that no act will be permitted within the easement property which is inconsistent with the rights hereby granted.

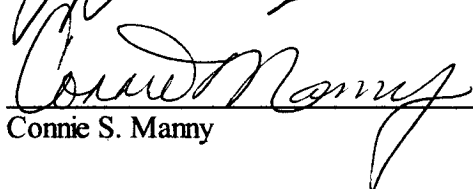
Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement Agreement.

This Agreement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.


Dated this 12th day of October 2020.

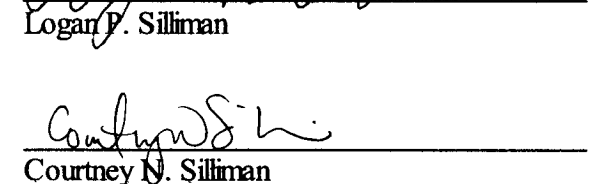
Grantors:


Jeffrey Manny


Connie S. Manny

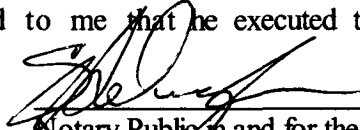
Grantees:


Logan P. Silliman

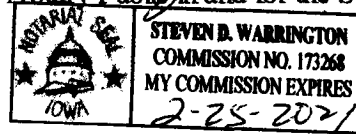

Courtney N. Silliman

STATE OF IOWA)
) ss
MADISON COUNTY)

On this 16th day of October, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared, Jeffrey Manny, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his voluntary act and deed.

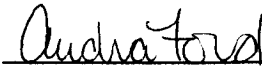


Notary Public in and for the State of Iowa

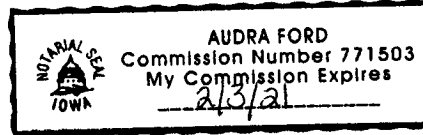


STATE OF IOWA)
) ss
MADISON COUNTY)

On this ___ day of September, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared, Connie S. Manny, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged to me that she executed the same as her voluntary act and deed.

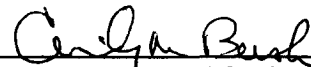


Notary Public in and for the State of Iowa



STATE OF IOWA)
) ss
MADISON COUNTY)

On this 20th day of October, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared, Logan P. Silliman, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

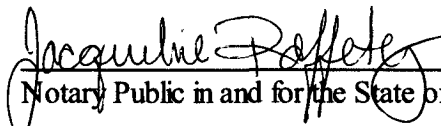


Notary Public in and for the State of Iowa



STATE OF IOWA)
) ss
MADISON COUNTY)

On this 12 day of October, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared, Courtney N. Silliman, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.



Notary Public in and for the State of Iowa

