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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

✓ PREPARED BY AND WHEN RECORDED RETURN TO: Stuart Ruddy, General Counsel, Knapp Properties, Inc. 5000 Westown Parkway, Suite 400 West Des Moines, IA 50266-5921 Phone: 515-222-5234

### PRIVATE SEWAGE DISPOSAL SYSTEM AND DRAIN LINE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, grant and convey a perpetual sewage disposal system easement and right-of-way under, over, on, through, across and within a portion of the real estate legally described on Exhibit A attached hereto (hereinafter called "Servient Estate"), for the purpose of maintaining, repairing and replacing a private sewage disposal system ("Septic System") to be constructed by Grantor, at Grantor's sole cost and expense, and for the purpose of maintaining, repairing and replacing a foundation drain tile line ("Drain Line") both of which service the property legally described on Exhibit B ("Dominant Estate"). The sewage disposal system and drain line easement and the rights granted hereunder shall be limited to that portion of the Servient Estate shown as the Septic System on Exhibit C attached hereto and incorporate herein by reference ("Easement Area").

This Easement shall be subject to the following terms and conditions:

1. ERECTION AND PLACEMENT OF STRUCTURES OR OBSTRUCTIONS. Grantor shall not erect any building or other structure under, over, on, through or across the Septic System and Drain Line without complying with the terms of Paragraph 3 below. Grantor shall use all reasonable efforts to protect the Septic System and Drain Line from damage or destruction that may be caused by Grantor's use of the Easement Area. Such reasonable efforts may include, but shall not be limited to, fencing in any part of the Easement Area where the Septic System and Drain Line could be accessed by either Grantor or the owner of the Dominant Estate.
2. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade, elevation or contour of any portion of the Easement Area containing the Septic System and Drain Line without complying with the terms of Paragraph 3.

3. RELOCATION OF EASEMENT AREA. If Grantor at any point needs to use the portion of the Easement Area where the Septic System and Drain Line are located for a use that will conflict with the Septic System and/or Drain Line, then Grantor shall notify the owner of the Dominant Estate in writing of the need to relocate the Septic System and/or Drain Line and its suggested new location on the Servient Estate. An Amendment to this Easement Agreement shall be entered setting forth the new location of the Septic System and/or Drain Line within the Servient Estate and the owner of Servient Estate shall promptly relocate the Septic System and/or Drain Line to the new easement area, without any material disruption to the use and the enjoyment of the Septic System by the owner of the Dominant Estate.
4. RIGHT OF ACCESS. The owner of the Dominant Estate shall have the right of access to the portion of the Easement Area containing the Septic System and Drain Line and have all rights of ingress and egress reasonably necessary for the use, enjoyment, repair, maintenance and replacement of the Septic System and Drain Line found in the Easement Area as herein described.
5. LIABILITY. The Grantor shall not be liable for injury or property damage occurring in or to the Easement Area, Septic System, or Drain Line the property abutting said Easement Area, Septic System, or Drain Line nor for property damage to any improvements or obstructions thereon resulting from the exercise of this Easement, except if such injury or property damage shall be caused by Grantor's negligence or willful misconduct. The owner of the Dominant Estate agrees to indemnify and hold harmless the Grantor, its employees, agents, contractors and representatives from and against any and all claims or demands for liability, loss, damage, costs, expenses or reasonable attorney's fees of any kind for actions or omissions of the owner of the Dominant Estate arising out of or in connection with any undertaking arising out of or otherwise related to this Easement.
6. MAINTENANCE. The owner of the Dominant Estate agrees that it shall be responsible for all costs related to the reconstruction, maintenance, repair and replacement of the Septic System and/or Drain Line found in the Easement Area once it has been constructed by the Grantor. The owner of the Dominant Estate, after entry, as part of the reconstruction, maintenance, repair and replacement shall restore any portion of the Easement Area disturbed by said owner, after exercising its rights hereunder to the same condition as prior to the time of entry, including sodding or seeding if necessary. The Grantor shall be responsible for the maintenance of land owned by it located within the Easement Area, once the restoration of the area disturbed by the owner of the Dominant Estate has been completed.
7. EASEMENT RUNS WITH LAND. The terms and conditions of this Easement are binding upon the Grantor including, but not limited to, future owners, developers, lessees or occupants. All provisions of this instrument including

benefits and burdens, run with the land are binding upon and inure to the heirs assigns, successors, tenants and personal representatives of the parties hereto. Notwithstanding the foregoing, the parties, their heirs, assigns, successors, tenants and personal representatives hereby acknowledge and agree that this Easement Agreement and all rights, obligations, terms and conditions found herein shall cease with respect to the purpose of the Septic System to operate on that date certain which is ninety (90) days after a public sewage disposal system is made available to provide service to the Dominant Estate. It shall be the sole cost and obligation of the owner of the Dominant Estate at such time as the public sewage disposal system is available to said owner to connect to the public sewage disposal system and to clean, decommission and abandon, pursuant to the Iowa Code, the Septic System described herein within said ninety (90) day period. The Easement Agreement with respect to the Drain Line shall remain in full force and effect. In such event, the Easement shall be limited to the area needed for the Drain Line.

8. INTEGRATION. This Easement shall constitute the entire agreement between any parties claiming rights hereunder and no amendments or additions to this Easement shall be binding unless in writing and signed by both parties.
9. AMENDMENT. Grantor shall have the right to amend this easement by having an engineer survey the actual as-built locations of the Septic System and Drain Line on the Servient Estate and such amendment shall serve to limit the easement to such as-built areas of the Servient Estate.

Grantor does HEREBY COVENANT that (i) it holds said Easement Area by title in fee simple; (ii) that it has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

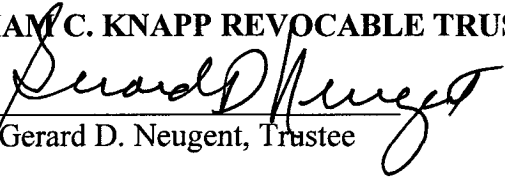
Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 5<sup>th</sup> day of June, 2014.

GRANTOR:

**WILLIAM C. KNAPP REVOCABLE TRUST**

By:

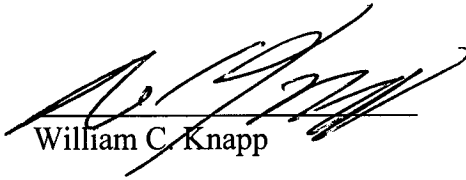
  
Gerard D. Neugent, Trustee

**SUSAN K. KNAPP**

By:

  
Susan K. Knapp

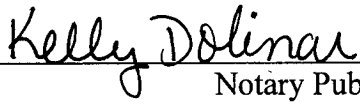
By:

  
William C. Knapp

STATE OF IOWA            )  
  ) ss:  
COUNTY OF POLK        )

The foregoing record was acknowledged before me on this 5<sup>th</sup> day on June 2014, by Gerard D. Neugent, Trustee of William C. Knapp Revocable Trust and Susan K. Knapp and William C. Knapp, wife and husband.

(Stamp or Seal)

  
Notary Public



**EXHIBIT A**

**Legal Description of the Servient Estate**

Parcel "G" located in the South Half (1/2) of the Southwest Quarter (1/4) of the Southwest Fractional Quarter (1/4) of Section Twelve (12), Township Seventy-Seven (77) North, Range Twenty-Six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa, containing 9.72 acres, as shown in Plat of Survey filed in Book 2014, Page 683 on March 28, 2014, in the Office of the Recorder of Madison County, Iowa.

**EXHIBIT B**

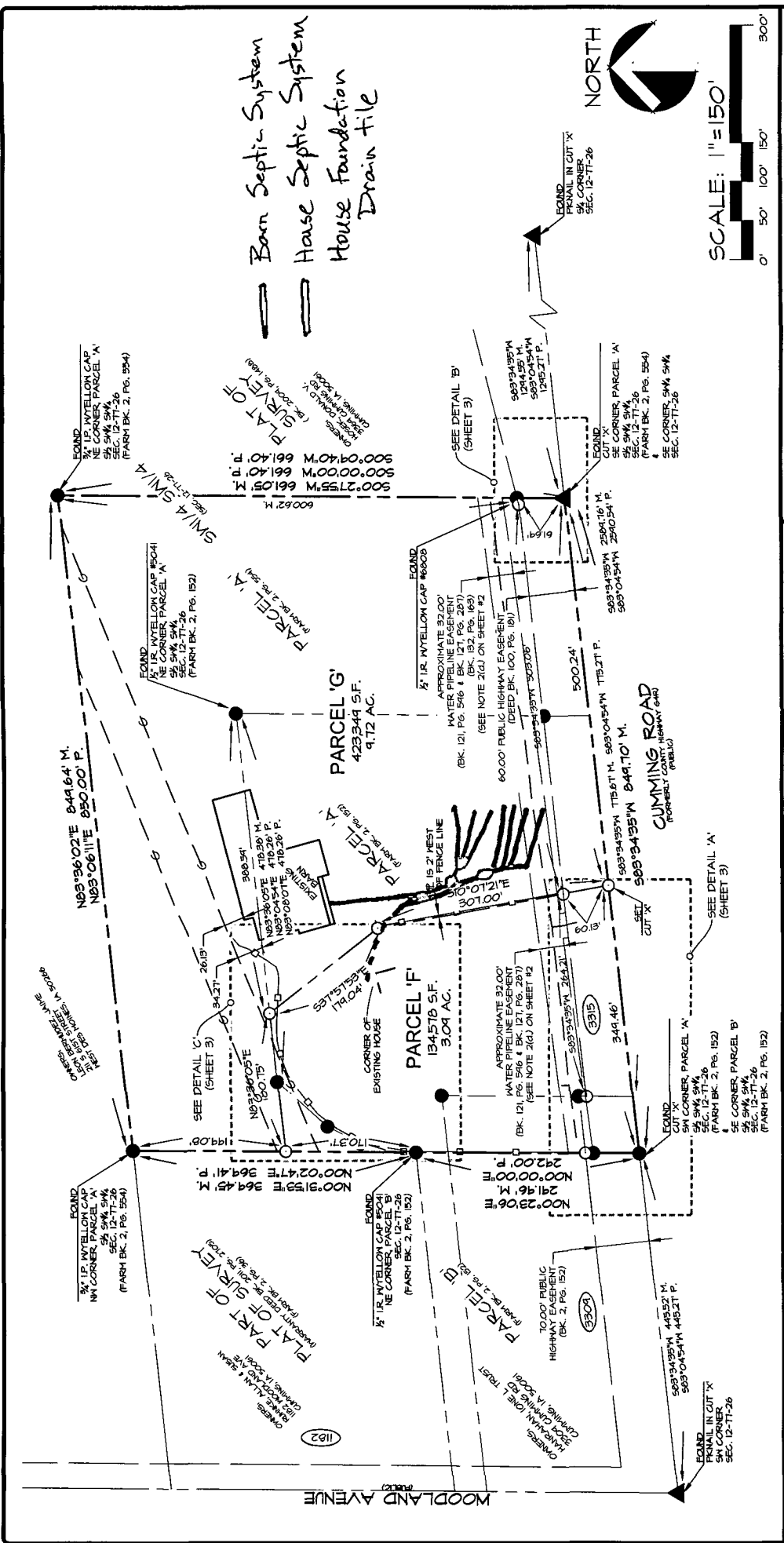
**Legal Description of the Dominant Estate**

Parcel "F" located in the South Half (1/2) of the Southwest Quarter (1/4) of the Southwest Fractional Quarter (1/4) of Section Twelve (12), Township Seventy-Seven (77) North, Range Twenty-Six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa, containing 3.09 acres, as shown in Plat of Survey filed in Book 2014, Page 683 on March 28, 2014, in the Office of the Recorder of Madison County, Iowa.

**EXHIBIT C**

**Depiction of the Easement Area**

**[See Following Page]**



SHEET <b>2</b> OF 3 A-1652	<b>PROJECT NAME</b> S1/2 S41/4 S41/4, SEC. 12-18-26, MADISON COUNTY, IOWA		<b>DATE:</b> FEB. 17, 2014		<b>REVISIONS</b>		<b>COMMENTS</b>	
	<b>PLAT OF SURVEY</b>				1			
						2		
						3		
						4		
						5		
						6		

**Civil Engineering Consultants, Inc.**  
 2400 86th Street, Unit 12, Des Moines, Iowa 50322  
 515.276.4884 · Fax: 515.276.7084 · mail@cecinc.com

