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Prepared By: \_\_\_\_\_  
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**TIME OF TRANSFER INSPECTION WAIVER  
FOR BUILDING DEMOLITION**

The Hardin County Board of Health and \_\_\_\_\_,  
(hereinafter referred to as the "Buyer") enter into the following agreement:

WHEREAS, it is understood that Iowa Administrative code 567-69 requires an inspection of the private sewage disposal system on all properties located in Iowa at the time of transfer; AND

WHEREAS, the property known locally as \_\_\_\_\_,  
\_\_\_\_\_, Iowa and legally described on Exhibit  
"A" to this document is subject to this inspection requirement; AND

WHEREAS, the Buyer is not planning to occupy the existing structures located on this property and the Buyer will demolish said structures by the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_;

NOW THEREFORE, it is hereby agreed that the Time of Transfer Inspection and upgrading of the private sewage disposal system serving this property will not be required as long as the structures are not occupied and the structures are removed by the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

IT IS FURTHER AGREED that no new structures shall be built on the property that will be serviced by the existing private sewage disposal system, unless that system is inspected prior to said structure being built.

IT IS FURTHER AGREED that in the event that the Buyer fails to demolish the structures by the date shown above, the Hardin County Board of Health shall have all remedies available to it at law or equity to enforce this Agreement, including the right to injunctive relief. Any voluntary extension of time to demolish the structures granted by the Hardin County Board of Health shall not constitute a waiver of its rights under this Agreement. Any and all costs of performing the obligations under this Agreement, including but not limited to recording costs, inspection costs or costs of corrective action to the private sewage disposal system shall be borne by the Buyer. In no event shall Hardin County, the Hardin County Board of Health, or their officers, employees or agents be responsible for the Buyer's costs in complying

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with the terms of this Agreement or the Buyer's costs in complying with Iowa law regarding the inspection or repair to private sewage disposal systems. This Agreement shall be binding on the parties and their successors in interest, including the Buyer's successors in interest to the real estate described on Exhibit "A". Proof of demolition may be made by an affidavit executed by an authorized representative of the Hardin County Board of Health recorded in the records of the Hardin County Recorder.

This agreement shall be construed and enforced under the laws of the State of Iowa. If any portion of this Agreement is considered illegal or invalid, it shall be severed from the whole and the remainder of the Agreement shall continue in full force and effect.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BUYER

HARDIN COUNTY BOARD OF HEALTH  
or AUTHORIZED REPRESENTATIVE

\_\_\_\_\_

\_\_\_\_\_

Print Name

By: \_\_\_\_\_

\_\_\_\_\_

Print Name

\_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_\_

by \_\_\_\_\_

\_\_\_\_\_  
Notary Public

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_\_

by \_\_\_\_\_ of the Hardin County Board of Health.

\_\_\_\_\_  
Notary Public

EXHIBIT "A"  
LEGAL DESCRIPTION