

**TIME OF TRANSFER  
INSPECTION WAIVER AGREEMENT**

Johnson County Public Health and \_\_\_\_\_, owner(s) or buyer(s) of the property referenced below, enter into the following agreement:

(1) Iowa Administrative Code Section 567—69.2(1) and Johnson County Private Sewage Disposal System Regulation 5.01 require an inspection of the private sewage disposal system on any property located in Johnson County, Iowa, at the time of transfer of ownership of the building served by the system.

(2) A private sewage disposal system serving a building that will be demolished or otherwise removed without being occupied does not require an inspection so long as a legally binding document is provided to Johnson County Public Health verifying that the building will be demolished or otherwise removed from the property.

(3) The private sewage disposal system, if any, located on and serving the building on the property at \_\_\_\_\_, \_\_\_\_\_, Iowa, and legally described as follows:

[Insert/Attach legal description or see legal description as referenced in Book \_\_\_\_\_, Page \_\_\_\_\_, Johnson County Recorder.]

is subject to an inspection under the above code sections prior to its ownership being transferred, absent a legally binding document ensuring the building will not be occupied and will be demolished or otherwise removed from the property.

(4) In exchange for the mutual covenants described herein, the undersigned owner(s) or buyer(s) of the above-described property hereby warrants and agrees that the building served by the private sewage disposal system located on the property will not be occupied in any way and will instead be demolished or otherwise removed from the property upon transfer of ownership.

(5) The undersigned owner(s) or buyer(s) further warrants and agrees that the building located on the property will be demolished or removed from the property and its debris removed no later than the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(6) If Johnson County Public Health determines the subject building has been occupied contrary to this agreement, the subject private sewage disposal system must be inspected and, if appropriate, renovated pursuant to Iowa Administrative Code Section 567—69.2(1) and Johnson County Private Sewage Disposal System Regulation 5.01.

(7) In the event an inspection is ultimately required for the subject private sewage disposal system, the undersigned owner(s) or buyer(s) hereby agrees that Johnson County Public Health shall have the right (but not the obligation) to secure, at owner/buyer's expense, an inspection of the private sewage disposal system. Owner(s) or buyer(s) agrees the chosen inspector shall be granted all necessary access to the property for the purposes of conducting the inspection, upon written notice being sent via U.S. Mail or personal delivery to the property's address.

(8) The undersigned owner(s) or buyer(s) hereby agrees that it is responsible for paying any fee incurred for a required inspection (and if necessary renovation) of the private sewage disposal system.

(9) This agreement may be enforced through any lawful manner, including but not limited to, injunction by a District Court of the Sixth Judicial District of Iowa.

(10) This agreement is binding upon the undersigned owner(s) or buyer(s), and his or her heirs and assigns, until it terminates through the issuance by Johnson County Public Health of a Time of Transfer Certificate of Compliance after either the demolition of the building or removal of the building from the property, or the inspection (and if necessary renovation) of the private sewage disposal system.

PROPERTY OWNER(S)/BUYER(S)

JOHNSON COUNTY PUBLIC HEALTH

By: \_\_\_\_\_ (sign) [ \_\_\_\_\_ ] By: \_\_\_\_\_ (sign) [ \_\_\_\_\_ ]

By: \_\_\_\_\_ (sign) [ \_\_\_\_\_ ]

Phone number: (\_\_\_\_\_) \_\_\_\_\_

Mailing address: \_\_\_\_\_

STATE OF IOWA )  
 ) ss:  
 JOHNSON COUNTY )

This instrument was signed and acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who stated that s/he is the [owner] [buyer] of the real property described above.

\_\_\_\_\_  
 Notary Public in and for said State

STATE OF IOWA )  
 ) ss:  
 JOHNSON COUNTY )

This instrument was signed and acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who stated that s/he is employed as a/the Environmental Health Specialist with Johnson County Public Health and is authorized to enter into this agreement.

\_\_\_\_\_  
Notary Public in and for said State