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John and Deb Sherman  
Sherman Family Trust  
27730 Pershing Drive  
Rocky Mount, MO 65072

# Septic Lateral Lines Agreement COVER SHEET

This document contains a Septic Easement Agreement executed by KENNETH E. BECKER and ROBIN A. BECKER ("Grantors"), and JOHN R. SHERMAN, II and DEBORAH L. SHERMAN, Trustees of the SHERMAN FAMILY TRUST ("Grantees"), acknowledged before a Notary Public in Missouri. It is submitted for recording with the Morgan County Recorder of Deeds.

## Septic Lateral Lines Agreement

Morgan County, Missouri

This Septic Easement Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

Grantor: KENNETH E. BECKER and ROBIN A. BECKER, husband and wife, whose mailing address is:

24361 Hwy 5, Versailles, Missouri 65084, owner(s) of the real property described in Deed recorded at Instrument Number 201501200, Morgan County Recorder's Office (hereinafter the "Grantor Property");

and

Grantee: JOHN R. SHERMAN, II and DEBORAH L. SHERMAN, Trustees, or their successors in trust, under the SHERMAN FAMILY TRUST, whose mailing address is: 24261 Hwy 5, Versailles, Missouri 65084, owner(s) of the real property described in Deed recorded at Instrument Number 202001074, Morgan County Recorder's Office (hereinafter the "Grantee Property").

## RECITALS

WHEREAS, the Grantee Property is served by a septic system installed under Morgan County Health Center Permit Number PT-14-016, issued April 8, 2014, and approved April 10, 2014, which included a documented verbal agreement from the Grantor (or their predecessors) allowing the septic lateral lines to extend into the Grantor Property, as shown on the permitted site sketch, with no disputes or issues raised in over 11 years;

WHEREAS, a portion of the septic lateral lines serving the Grantee Property is located underground within the boundaries of the Grantor Property;

WHEREAS, the parties desire to formalize this arrangement with a perpetual easement to ensure continued use, maintenance, repair, and replacement of said septic lateral lines.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. Grant of Easement

Grantor hereby grants and conveys to Grantee, and Grantee's heirs, successors, and assigns, a perpetual, non-exclusive easement under, across, and through the portion of the Grantor Property necessary for the continued presence, use, inspection, maintenance, repair, and replacement of the existing septic lateral lines (the "Easement Area").

#### 2. Access and Restoration

Grantee shall have the right to enter the Easement Area at reasonable times and upon reasonable notice (except in emergencies) for purposes of maintaining, inspecting, repairing, or replacing the septic lateral lines. Any disturbance to the Grantor Property shall be promptly restored by Grantee, at Grantee's expense, to substantially the condition existing prior to such work.

#### 3. Restrictions on Use

Grantor agrees not to plant trees, erect permanent structures, store heavy equipment, or perform any activity within the Easement Area that would reasonably interfere with or damage the septic lateral lines.

#### 4. Binding Effect and Runs with the Land

This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

## 5. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

## 6. Recording

This Agreement shall be recorded with the Recorder of Deeds for Morgan County, Missouri, to provide constructive notice of the easement to future owners of both the Grantor and Grantee Properties.

## 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

## 8. Supporting Documents

This Agreement is accompanied by and incorporates by reference the following supporting documents:

- (1) a copy of the Grantee's recorded deed with legal description,
  - (2) a copy of the Grantor's recorded deed with legal description,
  - and (3) copies of the Morgan County Health Center permit and approval documents related to the septic system and lateral lines installation,
- all of which are attached hereto as Exhibits A, B, and C respectively.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTOR(S):

\_\_\_\_\_ Date: \_\_\_\_\_  
KENNETH E. BECKER

\_\_\_\_\_ Date: \_\_\_\_\_  
ROBIN A. BECKER

GRANTEE(S):

\_\_\_\_\_ Date: \_\_\_\_\_  
JOHN R. SHERMAN, II, Trustee

\_\_\_\_\_ Date: \_\_\_\_\_  
DEBORAH L. SHERMAN, Trustee

STATE OF MISSOURI )  
COUNTY OF MORGAN )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public, personally appeared KENNETH E. BECKER and ROBIN A. BECKER, known to me to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same for the purposes therein contained.

\_\_\_\_\_  
Notary Public Signature (Seal)  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF MISSOURI )  
COUNTY OF MORGAN )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public,  
personally appeared JOHN R. SHERMAN, II and DEBORAH L. SHERMAN, Trustees,  
known to me to be the persons whose names are subscribed to this instrument, and  
acknowledged that they executed the same for the purposes therein contained.

\_\_\_\_\_  
Notary Public Signature (Seal)

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

EXHIBIT A – Copy of Grantee's Recorded Deed

\*Shermans' recorded deed\*

EXHIBIT B – Copy of Grantor's Recorded Deed

\*Beckers' recorded deed\*



EXHIBIT C – Morgan County Health Center Permit & Approvals

\*Copies of the septic permit paperwork and approved site sketch\*