

Township: _____ Section ____, T ____, R ____.
City/Village of _____ Lot Number(s) _____
Subdivision _____ Lot Number(s) _____

**MAINTENANCE AGREEMENT
FOR JOINT USE SEWER LATERAL**

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____ and _____
being Owner(s) of property(ies) located at _____ and _____
_____, respectively, hereinafter called the Owner(s), desire(s) to provide
sanitary sewer service to multiple buildings and/or parcels through a common sanitary sewer lateral.

The said Owner(s), its (their) heirs, successors, administrators and assigns forever, agree to jointly maintain said sanitary sewer lateral according to the conditions listed below. For purposes of this agreement, the term "maintenance" shall include maintenance, repair and/or replacement as necessary for the sanitary sewer lateral to continue functioning as originally intended. This Agreement shall be binding upon the heirs, successors, administrators, and assigns of the Owner(s), over, under and upon certain real estate owned by the Owner(s), and being described as follows:

AND WHEREAS the Butler County, Ohio, Board of County Commissioners, hereinafter called the County, will allow this arrangement on a case by case, ongoing basis, provided that the following requirements are continuously observed:

1. The Owner(s) of the buildings and/or parcel(s) described above shall share equally in the cost of any and all maintenance of the sanitary sewer lateral that jointly serves said buildings and/or parcel(s), or they shall share in such cost as described below (indicate "N/A" in space below if cost will be shared equally):

2. The Owner(s) shall provide for the maintenance of the sanitary sewer lateral, manholes, cleanouts, and other facilities associated with the sanitary sewer lateral that jointly serve said buildings and/or parcel(s). Said maintenance shall begin at the point of connection to the public sanitary sewer main or public manhole and shall include the wye fitting or other connection as applicable. It is understood by the Owner(s) that the County assumes no responsibility for the maintenance, repair or replacement of these private facilities or for any other related costs.
3. All billings for sanitary sewer usage through a common lateral will be billed to the same address(es) as the water service billing(s) for the property(ies). The sanitary sewer usage billings will only be combined if a common water service line is also shared by the Owner(s). The Owner(s) shall also execute a Maintenance Agreement for Joint Water Service Line(s) if the buildings or parcel(s) share a common water service.
4. The Owner(s) hereby convey(s) to the County, its successors, assigns, employees, agents, contractors and subcontractors, a permanent easement adjacent to and abutting the said sanitary sewer lateral jointly serving said buildings and/or parcel(s) indicated above as necessary to permit enforcement of the County's Sewer Use Ordinance.

5. All Rules and Regulations of the Butler County Water and Sewer Department shall be adhered to. The County will hold the Owner(s) named on the sanitary sewer bill(s) responsible for any violations of County rules and/or regulations.

IN WITNESS WHEREOF, the said _____ and _____ ha set hand this _____ day of _____ in the year of our Lord Two Thousand _____.

Owner #1 Signature

Owner #1 Printed Name

STATE OF OHIO)
COUNTY OF BUTLER) ss: To Wit

Before me, a Notary Public, in and for said County and State, personally appeared the above named _____ who acknowledged that _____ he did sign the foregoing instrument and that the same is _____ free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Official Seal at _____, Ohio, this _____ day of _____, A.D. 20_____.

Notary Public, _____ County, Ohio

My Commission expires: _____

Owner #2 Signature

Owner #2 Printed Name

STATE OF OHIO)
COUNTY OF BUTLER) ss: To Wit

Before me, a Notary Public, in and for said County and State, personally appeared the above named _____ who acknowledged that _____ he did sign the foregoing instrument and that the same is _____ free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Official Seal at _____, Ohio, this _____ day of _____, A.D. 20_____.

Notary Public, _____ County, Ohio

My Commission expires: _____

Approval as to Form Only by:

Assistant Prosecuting Attorney
Butler County, Ohio

This instrument was prepared by: _____