PRIVATE SEWER MAINTENANCE AGREEMENT

AN AGREEMENT made on this day of \_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_ applicable to the undersigned Homeowners.

WHEREAS, Homeowner \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_residing at 906 15th St. NW 87104 has a sewer line connection to Joint Sewer line Connection with Homeowner \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at 1411 Granite NW and,

WHEREAS, Both Homeowners share a Joint Sewer Lines Connection to City Main Sewer Line in the alley, Both Homeowners choose to enter into agreement regarding responsibility and cost for repair to sewer lines prior to Joint Connection and,

WHEREAS, each Homeowner will be responsible for any repairs, cost and restoration of grounds and landscape of said properties, to individual sewer line prior to connection to Joint Sewer line connection and,

WHEREAS, Both Homeowners will share in cost and disruption to sewer service at point of Joint connection to connection of main sewer line in alley,

THEREFORE, I HEREBY AGREE AS FOLLOWS

1. Property shall be accessible to each Homeowner for repair as needed with notice to the other Homeowner with no more than 24 hours or less as needed to repairs can resolve sewer line disruption.
2. This Agreement shall remain in perpetuity as new Homeowners take ownerships of said properties
3. Binding Agreement. This agreement shall bind all parties residing at 906 15th St NW 87104 and 1411 Granite NW, hereto, their respective heirs, executor and administrators and or assigned.
4. Effective Term. This agreement shall be perpetual and shall encumber and run as long as sewer lines and sewer system serves both properties.
5. Dispute. If a dispute arise that both Homeowners are unable to resolve of responsibility and cost to repair sewer lines, both parties shall utilize an attorney that both Homeowners agree on to arbitrate said disagreement. Both Homeowners shall agree to determination to resolve the issues made by said attorney.
6. Recording this Document. This document original and amended copies of this document, including any added signatures shall be recorded and provide to the Bernalillo County Clerk’s Office.

Homeowners Signature for 906 15th St NW 87104\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_ Printed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Homeowner Signature for 1411 Granite NW 87104\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_ Printed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_