

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

**MAINTENANCE AGREEMENT
FOR JOINT USE WATER SERVICE LINE(S)**

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
water service to multiple buildings and/or parcels through a common service line to provide the following service(s)
(mark all applicable):

- a. _____ Domestic Water Service.
- b. _____ Fire Service.

The said Owner(s), its (their) heirs, successors, administrators and assigns forever, agree to jointly maintain said service line(s) 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 water service(s) 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 all water service line(s) that jointly serve said buildings and/or parcels providing the service(s) indicated above, or they shall share in such cost as described below (indicate "N/A" in space below if cost will be shared equally):

2. Domestic Water Service Line – The Owner(s) shall provide for the maintenance of the domestic water service line(s), meter pit and associated appurtenances, backflow prevention devices, and other facilities associated with the domestic water service that jointly serve said buildings and/or parcel(s). 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. Fire Service Line – The Owner(s) shall provide for the maintenance of the fire service line(s), fire service vault and associated appurtenances, valves, backflow prevention device(s), hydrants and other fire department connections, and other facilities associated with the fire service that jointly serve said buildings and/or parcels. Said maintenance shall begin after the service valve at the connection to the public water main and shall include the service line, the fire service vault and all hydrants and appurtenances located downstream of the service valve. Said maintenance shall include annual testing of all associated backflow prevention devices as required by the County. 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.

4. All billings for water usage through a common domestic water meter (and related sanitary sewer usage, where applicable), common fire service charges, and meter maintenance related to the joint water service(s) providing service to said buildings and/or parcels will be billed to and shall be paid by _____ whose mailing address is _____. Any and all changes in the party responsible for paying for billed usage, fire service, and meter maintenance shall be made in writing to the Butler County Water and Sewer Department and shall clearly indicate the account number(s), address(es), and parcel tax identification number(s) for the account(s) affected. The Owner(s) shall also execute a Maintenance Agreement for Joint Sewer Lateral if the buildings or parcel(s) share a common sanitary sewer lateral.

5. The Owner(s) hereby convey(s) to the County, its successors, assigns, employees, agents, contractors and subcontractors, a permanent easement(s) adjacent to and abutting the said water line(s) jointly serving said buildings and/or parcel(s) indicated above as necessary for reading and maintaining the meter(s) and enforcing the County's backflow prevention requirements.

6. 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 water bill(s) responsible for any violations of County rules and/or regulations.

7. The Owner(s) agree(s) that in the event that any of the above requirements are breached, the County may turn off the affected water service(s) until such breach is remedied—regardless of whom is at fault. The Owner(s) also agree(s) that the County may turn off the joint water service(s) for failure to pay billed water service charges until payment has been made or an acceptable payment plan has been approved by the County.

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:_____
Signature

Owner #2 Signature

Owner #2 Printed Name

STATE OF OHIO)

Revised 06/05/2009

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JOINT MAINTENANCE AGREEMENT WATER

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____.

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: _____
Signature

Approval as to Form Only by:

Assistant Prosecuting Attorney
Butler County, Ohio

This instrument was prepared by: _____