

Address \_\_\_\_\_

Tax Account \_\_\_\_\_

**SEWER EASEMENT**

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSETH THAT:

The undersigned (whose names and addresses are set forth below) hereinafter called the "First Party" in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration the receipt whereof is hereby acknowledged hereby grants and releases to the Town of Jerusalem, a municipal corporation within the County of Yates and State of New York, its successors, lessees, and assigns (hereinafter called the "Second Party") the following rights on lands of the First Party commonly known as \_\_\_ East Bluff Drive in said Town and presently more particularly described on Schedule A attached hereto:

1. The First Party will purchase a sewage grinder pump which the First Party shall install at his complete and sole expense in accordance with Town installation standards for the grinder pump, electric connection and discharge piping. Town personnel must inspect and approve said installation prior to any use by the First Party. The grinder pump, controls, exterior electric connection and discharge piping shall be the property of the Town.
2. The permanent right to reconstruct, replace, remove, maintain, repair, inspect, use, and operate a sewer line, pump, electric lines, controls and appurtenances.
3. The right of ingress and egress for the purpose of maintaining said line and other equipment which shall be exercised by the Second Party over routes that occasion the least practicable damage and inconvenience to the First Party.
4. The right to remove from the area of such sewer line, pump, and appurtenances any obstruction which may interfere with access for repairing, replacing or maintaining same, including, without limitation, trimming, cutting, removing trees, shrubs and brush.

Second Party expressly agrees that any and all disturbances to the surface of the lands of the First Party will be promptly repaired and to the extent possible the lands of the First Party will be restored substantially to their pre-existing condition when occasioned by subsequent repairs or maintenance to the said sewer line and appurtenances. Second Party shall be liable for any damage (other than for trimming, cutting or removing trees and shrubbery as above provided) to the property of the First Party caused by the Second Party, its agents, successors, and assigns arising out of the construction, laying, installation, maintenance, repair or replacement of such sewer line and appurtenances.

First Party for himself, his agents, successors and assigns covenants and agrees that no buildings or structures shall be constructed nor trees planted over or in close proximity to the sewage facilities which would interfere with repairs, maintenance or replacement of same. There shall be no excavation, filling, mining or blasting in the area of said sewage facilities without notification of and subsequent authorization by the Second Party. First Party shall be liable for any damages to the Second Party's sewage facilities occasioned by excavating, filling, mining or blasting by the First Party or agents thereof.

Reserving, however, to the First Party the right to cultivate and cross and recross First Party's lands provided that such use shall not interfere with, obstruct or endanger any rights granted or covenants made by the First Party herein.

This easement shall run with the land and be binding on the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the First Party has duly executed this agreement as of the day and year first above stated.

| SIGNATURES | NAME & TITLE | RESIDENCE ADDRESSES |
|------------|--------------|---------------------|
|            |              |                     |
|            |              |                     |
|            |              |                     |
|            |              |                     |

State of New York )  
 County of Yates ) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
 Signature of Notary Public