

Shared Septic Maintenance Agreement

This Shared Septic Maintenance Agreement ("Agreement") is entered into this ___ day of _____, 20___, by and among the owners of Parcels 4 through 11 (collectively, the "Owners"), located within [Subdivision Name], [County], [State], as shown on the recorded plat or survey.

1. System Description

Each of the subject parcels is served by a shared septic system consisting of:

- Individual lateral sewer lines from each parcel's cabin;
- A shared holding tank located between Parcels 7 and 8;
- A common leach field located across portions of Parcels 7, 8, 9, 10, and 11.

The approximate location of the tank and leach field is shown on Exhibit A, attached hereto and incorporated by reference.

2. Purpose

This Agreement establishes the shared responsibilities for maintenance, repair, operation, and replacement of the septic system and allocates costs among the Owners.

3. Easement for Septic System

Each Owner of Parcels 7 through 11 grants to the other Owners a non-exclusive, perpetual easement for the use, access, maintenance, inspection, repair, and replacement of any and all components of the septic system located across their parcel(s), including lateral lines, the shared holding tank, pump lines, and the leach field.

4. Maintenance and Repair

- The septic system shall be maintained in good working order and serviced at least once per year, or more frequently as recommended by regulatory authorities or service providers.
- Routine maintenance includes: pumping the holding tank, inspecting and cleaning lateral lines and pump components, and monitoring performance of the leach field.
- Emergency repairs must be made promptly and may be initiated by any Owner if

necessary to protect the system or health and safety.

5. Cost Sharing

- All routine maintenance, service, and repair costs shall be shared equally by the Owners of Parcels 7 through 11 (1/5th share per parcel).
- Payment must be made within 30 days of written notice of any shared expense.
- If any Owner fails to pay their share, the remaining Owners may seek reimbursement and/or recover costs through legal action.

6. Management and Coordination

The Owners may designate one Owner or hire a third-party manager to coordinate system maintenance and payment collection. Service records shall be maintained and made available to all Owners upon request.

7. Damage or Misuse

If damage is caused by negligence or misuse (e.g., disposal of prohibited materials) by any one Owner or their guests, that Owner shall bear full financial responsibility for repairs and any resulting damages.

8. Access Rights

Owners, service personnel, and inspectors shall have reasonable access across any parcels where septic infrastructure is located to perform necessary maintenance or repairs.

9. Binding Effect and Term

This Agreement shall run with the land and be binding on all current and future Owners of Parcels 7 through 11.

10. Dispute Resolution

Any dispute regarding this Agreement shall first be addressed informally by the Owners. If unresolved, disputes shall be submitted to mediation prior to legal action, unless an emergency situation requires immediate court intervention.

11. Amendments

This Agreement may be amended in writing with the consent of six (6) of the eight (8) parcel Owners.

12. Exhibit A – Septic System Layout

Attached hereto as Exhibit A is a visual depiction of the system layout, showing the general location of the shared holding tank and leach field.

Executed this ____ day of _____, 20__ by the undersigned Owners:

| Owner Name | Parcel Number | Signature | Date |
|------------|---------------|-----------|------|
| | Parcel 7 | | |
| | Parcel 8 | | |
| | Parcel 9 | | |
| | Parcel 10 | | |
| | Parcel 11 | | |

Exhibit A – Septic System Layout

The following image illustrates the approximate location of the shared septic system, including the tank and leach field.

