

EXAMPLE ONLY – Do not use as an official document

AFTER RECORDING RETURN TO:

Document Title: Septic and Drainfield Easement
Grantor: _____
Grantee: _____
Abbreviated _____
Legal Description(s): _____
Affected Tax _____
Parcel No(s): _____

Septic and Drainfield Easement

This **Septic and Drainfield Easement** is made and entered into this _____ day of _____, _____, by and between _____ (“Grantor”) and _____ (“Grantee”).

RECITALS:

A. Grantor is the owner of real property legally described below:

[Legal Description of Burdened Parcel]

[Tax Parcel No.]

(herein “Burdened Parcel”).

B. Grantee is the owner of real property legally described below:

[Legal Description of Benefitted Parcel]

[Tax Parcel No.]

(herein “Benefitted Parcel”).

C. Grantee, _____ is the owner of real property, which is adjacent to a portion of Grantor’s property.

D. The purpose of this easement is to establish the terms and conditions of an express easement for the septic and drainfield system, including the provisions for construction, installation, operation, maintenance, inspection, repair, and replacement.

NOW THEREFORE, in consideration of the rights and obligations herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants, declares, reserves, and conveys as follows:

- 1. Grant of Easement.** The Grantor(s) hereby grants, declares, conveys and reserves a non-exclusive easement for the benefit of the owner(s) of the Benefitted Parcel for the right to construct, install, operate, maintain, inspect, repair, and replace a septic system drainfield, tanks, transmission lines, and all appurtenances thereto.
- 2. Scope of Easement:** This easement shall be for the benefit of the owner(s) of the Benefitted Parcel and is for the purpose of constructing, installing, operating, maintaining, inspecting, repairing, and replacing a septic system drainfield, tanks, transmission lines, and appurtenances thereto, and shall include the rights of ingress and egress over the easement for the purposes of construction, installation, operation, maintenance, inspection, repair and replacement purposes by the owner(s) of the Benefitted Parcel.
- 3. Maintenance:** The owners of the Benefitted Parcel and Burdened Parcels shall be jointly responsible for the maintenance and protection of the easement area so as to not construct or permit activities that interfere with the operation of a septic system and drainfield. Activities that are not allowed in the easement area include but are not limited to: cover by structures or impervious surfaces; impact from surface drainage and direct drains, such as footing or roof drains; soil compaction, such as vehicular traffic or livestock; and damage by soil removal, grade alteration, or landscaping that interferes with the natural soil functions.
- 4. Duration and Effect.** The easement is appurtenant to Benefitted Parcel and the terms shall be construed as a covenant running with and for the perpetual benefit of the owners of the Benefitted Parcel and inure to the his/her/their heirs, successors and assigns in perpetuity. The easement may be terminated once the Benefitted Parcel is connected to an alternative method of sewage disposal approved by the relevant health authority or is connected to the sanitary sewer approved by the relevant utility purveyor, and the owner(s) of the Benefitted Parcel subsequently executes and records a document extinguishing this easement.

