

**Occupancy Permit and Regulations to Place a Lawn Sprinkler System in
the Town of Perinton's Right-of-way and/or any Easements**

The Town of Perinton and Utility Companies own right-of-way (ROW) across the front of the property at

Street Address: _____
in an area covering a distance of 30' - 40' from the center line of the road. Within this ROW are electrical services, natural gas lines, cabling, storm sewer and sanitary sewer utilities owned by the Town or Utility Companies.

There may also be other Easements with-in the property lines of the above mentioned property.

The homeowner has installed or plans to install, a lawn sprinkler system comprised of piping and sprinkler heads within the Town owned ROW or other Easements. Such occupation is permissible under the following terms:

1. **In no case can a sprinkler head, valve or piping be located with in 4 feet of the street or gutter.**
2. Upon notice from the Utility owner or the Town, the current property owner is required to remove such system within 60 days of the notice. Failure to respond may result in the system to be removed at a cost to be charged to the property owner.
3. The presence of the sprinkler system does not place a burden on the Town or Utility Company to notify the property owner of any pending installation, construction or repair of utilities, signs or any other items placed within the ROW that may affect the integrity or operation of the sprinkler system.
4. Damage by the sprinkler system installation or its operation to facilities owned by approved occupants of the ROW or Easement, including ground settlement, is the responsibility of the property owner.
5. In the event any activity by the approved utility occupants, the Town or any of its representatives, disrupts the sprinkler system services, the property owner may make no claim against the Utility Company or the Town for damages of any kind or to make repairs to said system. The responsibility to restore the system is the property owners.
6. Upon removal of the sprinkler system, this agreement shall become null and void and a release shall be recorded in the Monroe County Clerks Office. The removal of said system shall be verified by the Town and an agreement drawn to acknowledge removal of same.
7. This agreement shall be binding upon any and all subsequent property owners of this parcel, and shall be recorded in the Monroe County Clerks Office.
8. This agreement states the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the subject matter hereof, and may not be amended or modified except by a written instrument executed by the parties hereto.

DATED for reference purposes this _____ day of _____, _____

PROPERTY OWNER (printed name)

ADDRESS

PROPERTY OWNER (signature)

ACKNOWLEDGMENT BY AN INDIVIDUAL

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the _____ day of _____, _____ before me, the subscriber, personally appeared, executed the within instrument and he acknowledged to me that he executed the same.

NOTARY PUBLIC

TOWN OF PERINTON APPROVAL:

APPROVED BY

SIGNATURE

TITLE

DATE