

Document Number

**Declaration of Private Onsite
Wastewater Treatment System
Easement (POWTS) Agreement**
Title of Document

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KYLE J FRANSON

REGISTER OF DEEDS

ONEIDA COUNTY, WI

Fee Amount: \$30.00

Pages: 5

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Name and Return Address:

TM Title Services, Inc.

315 E LaSalle Ave

Barron, WI 54812

ST-473(p); ST-473-8(p)

(Parcel Identification Number)

Lots 2, 3 and 4 of Certified Survey Map No. 005343, Volume 26, Page 5343, as Document No. 837308, part of Certified Survey Map No. 003671, Volume 16, page 3671, as Document No. 672265, being a part of Government Lot 4, of Section 31, Township 37 North, Range 10 East (in the Town of Stella), Oneida County, Wisconsin.

**DECLARATION OF PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM
EASEMENT (POWTS) AGREEMENT**

THIS DECLARATION of provision for a Private Onsite Wastewater Treatment System Easement (POWTS) Declaration executed this 5 day of DECEMBER, 2022 by Jenny Pappas, (**Pappas**) hereafter referred to in this Agreement as (the "Declarant.")

RECITALS

A. WHEREAS, Declarant is the owner of the property described as follows:

Parcel A: Lot 4 of Certified Survey Map No. 005343, Volume 26, Page 5343 as Document No. 837308, being a part of Government Lot 4 of Section 31, Township 37 North, Range 10 East (in the Town of Stella), Oneida County, Wisconsin.

B. WHEREAS, Declarant is also the owner of the property described as follows:

Parcel B: Lot 2 of Certified Survey Map No. 005343, Volume 26, Page 5343 as Document No. 837308, being a part of Government Lot 4 of Section 31, Township 37 North, Range 10 East (in the Town of Stella), Oneida County, Wisconsin.

C. WHEREAS, Declarant is also the owner of the property described as follows:

Parcel C: Lot 3 of Certified Survey Map No. 005343, Volume 26, Page 5343 as Document No. 837308, being a part of Government Lot 4 of Section 31, Township 37 North, Range 10 East (in the Town of Stella), Oneida County, Wisconsin.

D. WHEREAS, there is an existing septic system located on Parcels A, B and C servicing said Parcels A, B, and C and provides septic service for each parcel.

E. WHEREAS, the Declarant wishes to set forth some terms and conditions regarding the use, maintenance and payments of the shared septic system.

F. WHEREAS, the Declarant wishes to create a perpetual use of this proposed shared septic system agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, Declarant does hereby give notice to all purchasers, their successors and/or assigns regarding the herein before described parcels and whosoever it may concern that the parcels of land listed above are subject to the provisions and rules which will inure to the benefit of and pass to Parcels A, B and C their successors and/or assigns and acknowledge the following:

1. GRANT.

- a. Declarant hereby grants a non-exclusive perpetual easement for Parcels A, B, and C to use the present septic system located on Parcels A, B and C for the benefit of Parcels A, B and C.
- b. Declarant grants an easement to install and maintain the service to said septic system located on Parcels A, B and C for the benefit of said Parcels A, B and C. Also Declarant grants access and necessary working space for system operation, maintenance, improvement, inspection and pumping for the benefit of Parcels A, B and C.

2. CONDITIONS AND RESTRICTIONS.

- a. Components of the POWTS, are located on all Parcels A, B and C. This information is on file in the office of the Oneida County Planning & Zoning Department.
- b. The cost of maintenance and repairs shall be split equally between each dwelling located on Parcels A, B and C.
- c. By virtue of this easement, the grantee and their successors in interest are responsible for the operation and maintenance of the POWTS serving their dwelling. This easement will allow the grantee, their successors and/or assigns to install, maintain, repair or replace POWTS components. This may require the use of heavy machinery and trucks.
- d. This agreement is binding upon the Declarant and his/her heirs, successors, and assigns. This easement shall be recorded with the Oneida County Register of Deeds Office in a manner which permits the existence of this agreement to be determined by reference to the property containing the POWTS.
- e. This agreement does not grant the public permission to enter the above-described property for any purpose.
- f. This agreement does not grant the State of Wisconsin, or its agents, the right to enter the above described property except for the purpose of inspection and enforcement of the State Plumbing Code or Private Sewage System Ordinance.

- g. This agreement will remain in effect until the governmental unit, which is responsible for the issuance of sanitary permits for POWTS, certifies that this easement is no longer required.
- h. In the event the current system fails or needs to be replaced, each owner of a dwelling, shall be responsible for all costs related to the installation of a new sanitary system concerning their respective dwellings.
- i. The cost of maintenance for the upkeep of the septic system shall be split equally between each dwelling located on Parcels A, B and C.
- j. No additional buildings shall be connected to said septic system.
- k. Necessary repair or replacement of the service lines connecting the system to grantee's individual property will be that property owner's responsibility.
- l. Shall assure prompt collection from all parties and prompt payment of system operation, maintenance replacement or improvement costs.
- m. Shall provide for binding arbitration of any dispute or impasse between parties with regard to the system of terms of agreement. Binding arbitration shall be through the American Arbitration Association or a similar body and may be initiated at any time by any party to the agreement. Parties to the agreement shall equally share arbitration costs.
- n. Should one of the dwellings choose to install an independent septic, parties will release said dwelling from the provisions of the shared septic system agreement.
- o. This document modifies the original POWTS agreement recorded in the Oneida County Register of Deeds on October 21, 2022 as Document No. 838368.

Signatures on attached page

Declaration of POWTS Agreement

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals this 15
day of DECEMBER, 2022.

Jenny Pappas
Jenny Pappas

STATE OF Wisconsin
Oneida COUNTY

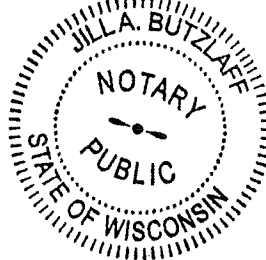
Personally came before me on 12/15/2022,
the above-named Jenny Pappas

to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

Jill A. Butzlaff

* Jill A. Butzlaff
Notary Public, State of WI

My commission (is permanent) (expires: 9/25/2024)



This instrument was drafted by:
Andrew J. Harrington (WSB #1061492)
P. O. Box 137, Barron, WI 54812