

Document No. _____

**PLUMBING SYSTEM INSPECTION
AND ENFORCEMENT EASEMENT**

This indenture, made by _____ and their successors in interest hereinafter, called "**grantor owner**" and _____ and their successors in interest, hereinafter called "**grantor user**" conveys to **Waushara County**, hereafter called "**grantee**" for valuable consideration, plumbing inspection and enforcement rights, for the following described parcel(s) of real estate in Waushara County, State of Wisconsin:
(provide legal description or location of property)

This easement is granted as required by the "**grantee**" for the approval of a plumbing system under Ch. 145, Stats. This easement is intended to apply to any common ownership plumbing system that may result if the property which is subject to this easement is ever subdivided. The plumbing system covered by this easement is located on property described as follows:
(provide legal description or location of property)

RETURN TO: ZONING OFFICE

Parcel Identification Number (PIN) _____

By virtue of this easement, it is understood and agreed:

The "**grantor owner(s) and their successors in interest**" are defined as the vested owner(s) of the above described real property duly recorded with the Waushara County Register of Deeds.

The "**grantor user(s) and their successors in interest**" are defined as the grantor(s) who own and/or utilize the plumbing system covered by this easement. The "**grantor owner(s)**" have conveyed to the "**grantor user(s)**" an easement in the property described above to run with the land for the sole purpose of installing and utilizing the plumbing system covered by this easement.

The plumbing system existing on the property subject to this easement is solely utilized by the "**grantor user(s)**" to service property not subject to this easement.

The "**grantor owner(s)**" and the "**grantor user(s) and their successors in interest**" promise to hold harmless and/or indemnify the "**grantee**" for any claims or other actions arising out of any contract or agreement entered into between "**grantor owner(s)**" and the "**grantor user(s)**" concerning the property subject to this easement.

By virtue of this easement, the "grantor user(s) and their successors are responsible for the operation and maintenance of a lawfully functioning plumbing system existing on the property subject to this easement and utilized by "**grantor user(s)**." This easement shall run with the land. If a common ownership plumbing system results from the subdividing of the property or the "**grantor owner(s)**" and their successors utilize the plumbing system, then all parties who either jointly own or utilized such a system shall be responsible for the operation and maintenance of a lawfully functioning plumbing system existing on the property subject to this easement or may fulfill the obligations of this easement by joining with others to cause the plumbing system to be operated and maintained by a single entity with sufficient legal powers to levy and collect assessment for such operation and maintenance. Examples of such entities include, without limitation, a condominium association, a property owner corporation as described in s.779.70, Stats., a lawful private sewerage district, a municipal sewerage district or a private utility district charged with the operation of a lawful private sewerage system.

The provisions of this instrument may be enforced by the "**grantor owner(s) and their successors in interest**", the "**grantor user(s) and their successors interest**"; by any owner of property served by the plumbing system described in this easement and may also be enforced by the grantee, any successor agency, or the local governmental agency responsible for enforcing the regulations pertaining to the plumbing system described above. The rights acquired do **not** grant the public the right to enter the above described area for any purpose. The rights acquired do **not** grant the State of Wisconsin, or its agents, the right to enter the above described area except for the purpose of inspection and enforcement of said rights.

Grantor(s) Owner: _____ _____	Subscribed and sworn to before me on _____	Grantor(s) User: _____ _____	Subscribed and sworn to before me on _____
Signature(s)	Notary Public	Signature(s)	Notary Public
	My commission expires: _____		My commission expires: _____