

POWTS Sizing Restriction

Property Owner(s) Name(s):

Tax Parcel ID:

Part of the _____ 1/4, _____ 1/4, _____ Sec. _____,

T _____ N, R _____ E,

Town of: _____, Sauk

County, Wisconsin

It has been determined that the existing private sewage system (or components thereof) located on the above described parcel of land, a legal description for which is provided in Exhibit A and incorporated herein, is sized for ___ bedrooms and _____ gallons per day. Therefore, the private onsite wastewater treatment system (“POWTS”) is not adequately sized to accommodate an increase in the number of bedrooms for the dwelling served or to be served. To resolve this situation without replacing the private sewage system at this time, all owners of the above described property stipulate as follows:

1. Property owner(s) shall not cause its existing POWTS system to exceed _____ gallons per day or _____ the maximum occupancy for the dwelling served.
2. Occupancy exceeding this number may constitute a violation of State and County private sewage system regulations. Sauk County may issue orders to correct and/or may commence legal action if at any time it is determined that occupancy exceeds the maximum listed number of this agreement.
3. When the existing POWTS or any component of the existing POWTS fails, the property owner(s) shall replace it with a properly sized and code compliant private sewage system. This information is on file in the Land Resources & Environment (County Zoning) Department.
4. This Agreement is an addendum to the management plan on file with Sauk County for the existing POWTS. The management plan is hereby incorporated by reference. If no plan is on file, this will be considered the management plan of record.
5. Sauk County may issue orders in accordance with state and Sauk County law to require the metering or monitoring of the POWTS to evaluate its operation. Failure by property owner(s) to follow an order or allow staff onsite for the monitoring/evaluation shall be a failure to maintain the POWTS in accordance to the approved management plan and shall be considered a failing private sewage system per Sauk County Code 25.017(a)2.
6. This Agreement is binding upon the property owner(s) and their heirs, successors, and assignees. Sauk County will file and record this Agreement with the County Register of Deeds in a manner which will permit the existence of the Agreement to be determined by reference to the property containing the sewage system.
7. This Agreement will remain in effect until Sauk County certifies that this restriction is no longer required.

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

Sauk County Land Resources & Environment
505 Broadway
Baraboo, WI 53913

P.I.N.

Design Conditions: _____

Failure to comply with the outlined design conditions will result in a forfeiture of not less than fifty dollars (\$50.00) nor more than two hundred dollars (\$200.00). Each day of the violation shall constitute a separate event.

Owner's Signature

Owner's Printed Name

Owner's Signature

Owner's Printed Name

STATE OF WISCONSIN)

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COUNTY OF SAUK)

This instrument was acknowledged before me this _____ day of _____, 2020, by _____ to me known to be the person who acknowledged the same.

My commission (is) (expires) _____
Notary Public, Sauk County, WI.

This instrument drafted by Sauk County Land Resources & Environment Dept.

EXHIBIT A

Legal Description of Property