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| <b>HOLDING TANK AGREEMENT</b>   |                              |
| This agreement is made between the municipality and holding tank owner(s)   |                              |
| <b>Agreement Date:</b>  | <b>Town/Village/City of:</b> |
| <b>Property Owner(s):</b>   |                              |
| <b>Parcel I.D. Number:</b> _ _ _ - _ _ _ - _ _ _  |                              |
| <b>Legal Description of property the holding tank(s) will be installed upon:</b><br>(Please attach full description from deed or use abbreviated description from your tax bill)<br>_____ ¼ _____ ¼, Section _____ Township _____ N, Range _____ E/W (circle)<br>Gov't Lot _____ (if applicable)<br>Additional Legal Description info (abbreviated description or doc # reference):<br>_____<br>Lot _____ Block _____ Subdivision _____<br>Lot _____ CSM# _____ Vol _____ Page _____ Doc# _____ |                              |
| <b>Drafted by:</b>  |                              |

|                                     |
|-------------------------------------|
| (Recording Area, Do Not Mark Above) |
| Return to (name and address):       |

As an inducement to **Ashland County** to issue a sanitary permit for a holding tank on the above described property, we agree to do the following:

1. Owner agrees to conform to all applicable requirements of Ch. Comm 83, Wis. Adm. Code relating to holding tanks. If the owner fails to have the holding tank properly serviced in response to orders issued by the governmental unit or the Department of Commerce to prevent or abate a human health hazard as described in s. 254.59, Stats., the governmental unit may enter upon the property and service the tank or cause to have the tank be serviced and charge the owner by placing the charges on the tax bill as a special assessment for current services rendered. The charges will be assessed as prescribed by s. 66.60, Stats.
2. Owner agrees to pay all charges and costs incurred by the governmental unit or county for inspection, pumping, hauling, or otherwise servicing and maintaining the holding tank in such a manner as to prevent or abate any human health hazard caused by the holding tank. The governmental unit shall notify the owner of any costs within thirty (30) days, the owner specifically agrees that all the costs and charges may be placed on the tax roll as a special assessment for the abatement of a human health hazard, and the tax shall be collected as provided by law.
3. The owner agrees to contract with a person who is licensed under Ch. NR 113, Wis. Adm. Code, to have the holding tank serviced and to file a copy of the contract with the governmental unit. The owner further agrees to file a copy of any changes to the service contract, or a copy of a new service contract, with the governmental unit within ten (10) business days from the date of change to the service contract.
4. The owner agrees to contract with a person licensed under Ch. NR 113, Wis. Adm. Code, who shall submit to the county on a semiannual basis a report detailing the servicing of the holding tank. The governmental unit or county may enter upon the property to investigate the condition of the holding tank when pumping reports and meter readings may indicate that the holding tank is not being properly maintained.
5. This agreement will remain in effect only until the county office responsible for the regulation of private on-site wastewater treatment system that complies with Ch. Comm 383, Wis. Adm. Code. In addition, this agreement may be canceled by executing and recording said certification with reference to this agreement in such manner which will permit the existence of the certification to be determined by reference to the property.

This agreement shall be binding upon the owner, the heirs of the owner, and assignees of the owner. The owner shall submit this agreement to the Ashland County Register of Deeds Office, and this agreement shall be recorded with the Register of Deeds in a manner which will permit the existence of the agreement to be determined by reference to the property where the holding tank is installed.

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| <p>_____<br/> <b>Notarized Signature(s) of ALL Property Owners</b></p> <p>_____<br/> <b>Printed Name(s) of ALL Property Owners</b></p> <p>_____<br/>         Signature of Municipal Official (Chairman, Clerk, or Sanitation Director)</p> <p>_____<br/>         Printed Name &amp; Title of Municipal Official</p> | <p><b>ACKNOWLEDGEMENT</b></p> <p>STATE OF _____<br/>         _____ COUNTY</p> <p>Personally came before me on this date: _____,<br/>         the above named _____</p> <p>_____<br/>         Notary Name _____<br/>         Notary Signature* _____<br/>         Notary Public, State of Wisconsin<br/>         My commission (is permanent) (expires: _____)</p> |
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**Attention: All property owners' signatures and local town official signatures are required in order to be accepted. Return this form to the Register of Deeds with a \$30 check; 201 West Main Street, Ashland County Courthouse, Ashland, WI 54806.**