

**JOINT CROSS ACCESS/EASEMENT &
MAINTENANCE AGREEMENT**

IN RE: SEWER LATERAL & SERVICE

THIS AGREEMENT made this _____ day of _____, 201____ between _____ of the Village of Plover, and _____ Village of Plover, State of Wisconsin.

R E C I T A L S

Section 1. Legal Description of Parcel Subject to Easement.

a. The parties hereto are the owner or co-owners of a parcel of land described herein below:

Recording Area
Name and Return Address
Drafted by:
Parcel Id. No.

b. The parties desire that the Village of Plover approve zero lot line development on the above described parcel with two separate living units created pursuant to a certified survey to be approved by the Village of Plover and recorded in the Portage County Register of Deeds. As consideration for the Village of Plover’s approval of said zero lot line development, the parties agree as follows: Grantor covenants that he, his heirs, successors, assigns, and grantees grant to any present or future owner of a parcel created under the above zero lot line development and the Village of Plover the right to install, repair, maintain, alter or operate sanitary sewer laterals and mains in, upon, over, across and under a strip of land not to exceed 10 feet in width along either side of the existing sewer service lateral on said parcel, for a total 20 foot easement, as well as the further right excavate for, replace, maintain and repair said sewer lateral underneath any structure located on the above described parcel, together with the right of ingress, egress, and access to the above easement property.

Section 2. Expenses to be Shared Equally.

The parties and their executors, heirs, successors and assigns agree to share the costs and expenses of maintaining the above described sewer easement and sewer lateral in good repair for the period commencing from the date of this instrument forward as follows: 50% to be paid by each lot owner on said zero lot line development. The cost of repairs, maintenance and present or future restoration shall be borne equally by any owners, grantees, heirs, successors or assigns, irrespective of actual location of lateral or sewer pipes and meters.

Section 3. Maintenance & Repairs Defined.

Maintenance and repairs to be undertaken and performed under this agreement shall include the following, among other necessary repairs: the right to excavate for, replace, maintain and repair such sewer lines as shall be necessary from time to time, together with access to the necessary and proper meters, valves and other appliances and fittings. Said easement shall include the right to grade the strip of land contained in said easement to the full width thereof and to extend the cuts and fills for such grading into and on the land along the outside of the strip to such extent as may be deemed necessary for purposes of installing, replacing, maintaining or repairing said sewer lateral. Said activity shall include the right from time to time to trim and to cut down to clear way any and all trees and brush now or hereafter on said easement which may now or hereafter, in the opinion of the maintenance or repair personnel, be a hazard to the lateral, valves, appliances or fittings or may interfere with the proper function of said sewer lateral. Said trees shall be the property of the lot owner, but all tops, brush and refuge wood should be burned and removed by the property owner.

Section 4. Indemnification of Village of Plover.

The owner, his heirs, executors, administrators, assigns and grantees shall indemnify the Village of Plover against any claims of loss or damage which may be caused by the exercise of the rights of ingress and egress and maintenance and repair and such other activities as shall be caused by the exercise of the rights granted herein.

Section 5. Easement & Access Agreement to Run with Land.

This joint access/easement and maintenance agreement described herein shall run with the land and shall be for the benefits and use of the present owner, and his, her or their grantees, heirs, successors or assigns and shall be binding upon all future parties with interest in the parcel herein described.

1. For Signature

2. For Signature

Owner

Owner

Co-Owner

Co-Owner

State of Wisconsin)
)
County of Portage)

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

Notary Public _____ County, Wisconsin

My Commission: _____

**THIS DOCUMENT IS TO BE SIGNED IN THE PRESENCE OF
A NOTARY PUBLIC AND IT IS THE OWNERS
RESPONSIBILITY TO HAVE IT RECORDED AT THE
PORTAGE COUNTY COURT HOUSE**