

III

Res. No. 132- 21 - 22. By Alderpersons Dekker and Perrella.
February 7, 2022.

A RESOLUTION authorizing the appropriate City officials to accept the temporary easement for the City to conduct maintenance activities on a drainage swale adjacent to 4812 Ferndale Court.

RESOLVED: That the Mayor and City Clerk are authorized and directed to accept the attached Temporary Easement from Danny K. Eirich and JoAnn Eirich, once properly executed, for the City to conduct maintenance activities on a drainage swale adjacent to 4812 Ferndale Court.

PD

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

TEMPORARY EASEMENT

This Temporary Easement is made this _____ day of _____, 2022, by and between Danny K. Eirich and JoAnn Eirich ("GRANTOR") and the City of Sheboygan, a municipal corporation of the State of Wisconsin ("GRANTEE").

WITNESSETH:

KNOW ALL PERSONS BY THESE PRESENTS that the GRANTOR, in consideration of the covenants contained in this Temporary Easement, hereby grants to the GRANTEE, and its agents, employees, and invitees, a Temporary Easement over 4812 Ferndale Court (Parcel Number 59281435677), more particularly described as **Fox Meadows Addition No. 4, Lot 77** (the "Property"), for the purposes described below.

RETURN TO:

City Attorney's Office
828 Center Avenue, Suite 210
Sheboygan, WI 53081

This Temporary Easement is being granted to allow GRANTEE, and its agents, employees, and invitees to enter onto the Property in order to perform maintenance activities on the drainage swale owned by GRANTEE located behind the Property. As part of its maintenance activities on the drainage swale, GRANTEE will remove any natural growth - such as brush - from the drainage swale which currently encroaches upon the Property.

59281435677
Parcel Ident. No.

GRANTEE agrees to place topsoil and grass seed on any portion of the Property which is visibly disturbed as a result of GRANTEE's (or its agents, employees, and invitees) actions. GRANTEE also agrees to place topsoil and grass seed on any portion of the Property in which natural growth from the drainage swale is removed.

In addition to permitting access to the Property, GRANTOR agrees to water any grass seed placed by GRANTEE or its agents, employees, or invitees.

The rights granted to GRANTEE under this Temporary Easement shall expire on June 1, 2022.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed this _____ day of _____, 2022.

GRANTOR:

BY: _____
Danny K. Eirich

BY: _____
JoAnn Eirich

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2022, the above named Danny K. Eirich and JoAnn Eirich, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires _____

Accepted By: **CITY OF SHEBOYGAN**

Ryan Sorenson
Mayor

Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2022, the above named Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires _____

Acceptance by the City of Sheboygan is authorized by and in
accordance with Resolution No. -21-22

This document drafted by:
Thomas D. Cameron
Assistant City Attorney
Sheboygan, WI 53081
WI State Bar No. 1071734