

# TEMPORARY STORM WATER EASEMENT AGREEMENT

THIS TEMPORARY STORM WATER EASEMENT AGREEMENT, made and entered into this \_\_\_\_ day of September, 2022, by and between JS Chisum Land, LLC, (hereinafter called the "Owner,") Grantor, and the City of Milton, a municipal corporation located in Rock County, Wisconsin, (hereinafter called the "City."), Grantee;

NOW, THEREFORE, in consideration of the promises between the parties, which is hereby acknowledged between the parties, the parties agree as follows:

1. The property owner hereby grants and conveys to the City, its successors and assigns, a temporary easement to Outlot 2, as shown on the Red Hawk Farms Second Addition Plat which is attached as Exhibit A hereto, and incorporated by reference herein;
2. That all property shown in such Plat, is entitled to utilize what is shown as a 16 Foot Storm Water Easement, between the South line of Hilltop Drive, to and including, Outlot 2 for any and all Storm Water discharge;
3. The terms and conditions of the Easement are as follows: The property owner covenants and agrees with the City, to do the following:
  - a. To refrain from doing anything upon the Easement, which would in any way effect, violate, or restrict the access of Easement;
  - b. The Property owner further declares, that the Easement, and Outlot 2, shall now, and until the Temporary Easement expires, be held and be subject to the terms and conditions of this Easement Agreement.
4. The City, shall have the right to discharge the flow of water from such drainage facility to be constructed by the Owner within the Easement, into the natural drainage course, and upon the existing ground, as noted on the attached Exhibit A;
5. The City shall have right to use and maintain in such Easement, any downhill changes, side ditches, inlet ditches, outlet ditches, pipes, culverts and all other drainage facilities which are necessary in the opinion of the City, to adequately drain, Red Hawk Farms Second Addition;
6. It is the agreement of the parties, that at such time, as further Storm Water discharge areas are needed, this Temporary Easement may expire at the joint agreement of the property owner and the City. At the time of such expiration of the Temporary Easement, the parties agree to pay for any and all expenses necessary to effectuate the termination of such Easement.

Return to: \_\_\_\_\_

Parcel No.: \_\_\_\_\_

Dated this \_\_\_\_ day of September, 2022

Dated this \_\_ day of September, 2022

JS Chisum Land, LLC

City of Milton

By: \_\_\_\_\_

By: \_\_\_\_\_

Mark E. Robinson

Al Hulick

Its: Member

Its: City Manager

*This Document Drafted By: Mark E. Robinson  
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