

Document Number

**PRIVATE WATER FACILITIES &
MAINTENANCE EASEMENT**

Document Title

**PRIVATE WATER FACILITIES & MAINTENANCE
EASEMENT**

Drafted by:

Dept. of City Development, City of Milwaukee

Recording Area

Name and Return Address

Menard, Inc.

032-0151-000

032-0181-000

Parcel Identification Number (PIN)

PRIVATE WATER FACILITIES & MAINTENANCE EASEMENT

THIS PRIVATE WATER FACILITIES & MAINTENANCE EASEMENT (“**Easement Agreement**”), made as of _____, 2026 (the “Effective Date”), is between the CITY OF MILWAUKEE, a Wisconsin municipal corporation (“**CITY**”), and MENARD, INC., a Wisconsin corporation (“**MENARD**”). CITY and MENARD are each a “**Party**”; together, they are the “**Parties**.”

RECITALS

A. CITY is the owner of that certain property located at 9009 N. Granville Station Road (“**PARCEL A**”), as more particularly set forth on **Exhibit A** attached hereto.

B. MENARD is the owner of the following properties:

- i. that certain property located at 8110 West Brown Deer Road, Milwaukee, Wisconsin (“**PARCEL B**”), also known as the “**Menard Retail**” parcel, as more particularly set forth on **Exhibit A** attached hereto; and
- ii. that certain property located at 8120 West Brown Deer Road, Milwaukee, Wisconsin (“**PARCEL C**”), also known as the “**Menard Storage**” parcel, as more particularly set forth on **Exhibit A** attached hereto.

C. The Mall Area, which includes the **Old Mall Buildings**, **Menard Retail**, and the **Menard Storage** (depicted in **Exhibit B**), is served by a private water main loop that provides domestic and fire service for the buildings. The public water source is from two meter pits: one in the northeast quadrant of the Old Mall Buildings site and one in the southwest quadrant of the Menard Retail site. The private water supply loop begins after the water meter pits and consists of a 12” water line. CITY has demolished the **Old Mall Buildings** and plans to abandon the south east portion of the water main loop and the meter pit in the northeast.

D. The Menard Retail and Menard Storage parcels will remain and shall continue to receive domestic fire service to these parcels and its buildings and improvements. After consultation between the Parties, it was agreed that a new private water main will be installed on the west side of PARCEL A to complete a smaller looped water private main around the remaining Menard Retail parcel and CITY has determined to grant to MENARD an easement for the perpetual maintenance of the portion of the private water main on PARCEL A.

EASEMENT AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing Recitals are expressly made part of this Easement and are incorporated herein by this reference.

2. **Grant of Easement.** CITY hereby grants to MENARD, and MENARD accepts, a nonexclusive perpetual 20-ft wide easement in and to those portions of the City Parcel described and depicted on **EXHIBIT C** (hereinafter the “**Easement Area**”), together with the right of ingress and egress to the Easement Area, so that MENARD may use the Easement Area for the purpose outlined herein.

3. **Purpose.** The purpose of this easement is to allow MENARD, at its cost and expense, to maintain, inspect, repair, replace, reconstruct, and operate within the Easement Area underground water facilities (“**Underground Water Facilities**”) which traverse PARCEL A and which serve PARCEL B and PARCEL C. This easement will also allow MENARD, as owner of the Menard Retail parcel, to access the east side of the retail building for the purposes of inspection, maintenance, roof access, and general repairs of its building and other improvements on its parcel (“**Menard Facility Maintenance**”). This area will be kept in a dust free, erosion free condition that could include vegetated landscaping, concrete, asphalt, pavers, or stone. MENARD will be responsible for site restoration after the area is disturbed for Menard Facility Maintenance, however if hardscape such as concrete, asphalt, pavers, or stone is placed over the Easement Area, MENARD will only be responsible for backfilling any trenches that it creates and re-laying grass seed, but shall not be responsible for replacing such hardscape surface. The surface condition that covers the Easement Area should not interfere with or negatively impact stormwater management on PARCEL A, PARCEL B, or PARCEL C.

4. **Maintenance.** MENARD is responsible for maintaining the Underground Water Facilities and for keeping same in good condition and repair. CITY, or its assigns, is responsible for maintaining the surface of PARCEL A.

5. **Access.** The Easement Area shall be accessible to MENARD at all times. MENARD or its agents shall have the right to enter and use CITY’s land with full right of ingress and egress over and across the Easement Area and adjacent lands of CITY for the sole purpose of exercising its rights in the Easement Area.

6. **Utility Usage Fees.** MENARD is responsible for paying for water meter usage and any and all fees associated with Milwaukee Water Works, Milwaukee Department of Public Works, Milwaukee Metropolitan Sewerage District bill(s) associated with its water meter pit.

7. **Exercise of Rights.** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.

8. **Binding on Future Parties; Assignment.** This grant of easement shall run with the land and be binding upon and inure to the benefit of the heirs, successors and assigns of all Parties hereto.

9. **Hold Harmless; Minimize Interference.** In exercising its rights hereunder, MENARD shall conduct itself so as to minimize interference with CITY and with the use, operation, and activities at PARCEL A. CITY may also fence PARCEL A, so long as MENARD is provided access for ingress and egress to the Easement Area.

If, in exercising MENARD's rights hereunder, MENARD causes damage to, or disrupts, PARCEL A (or improvements thereto, such as landscaping or pavement or fencing), MENARD shall promptly replace or repair same, at MENARD's expense, to substantially the same condition as existed previously. However, such obligation shall not extend to replacement of any pavement or vertical improvements that are removed as part of routine maintenance of the Underground Water Facilities.

MENARD will hold CITY harmless from loss or injury resulting from MENARD's (or anyone claiming by, through, or under MENARD) willful or negligent acts or omissions regarding the Easement Area or the negligent exercise of MENARD's rights hereunder.

Notwithstanding anything to the contrary contained herein, MENARD shall not undertake soil or land or improvement disturbing activities hereunder, without first providing CITY with prior written notice of its planned activity, and MENARD shall undertake such activities expeditiously and in a manner that does not unreasonably interfere with or hinder the use of the Easement Area by CITY, however in emergency situations MENARD shall be allowed to access the Easement Area prior to giving such notice. MENARD shall promptly restore the Easement Area and PARCEL A to its previously existing condition after any work or activity performed by MENARD (or those claiming by, through, or under MENARD) at or in the Easement Area and PARCEL A, however, such obligation shall not extend to replacement of any pavement or vertical improvements that are removed as part of routine maintenance of the Underground Water Facilities.

10. **Recording.** This Easement Agreement shall be recorded with the Milwaukee County Register of Deeds by CITY (at CITY's expense).

11. **Notices.** Any notice provided for herein or given pursuant to this Easement Agreement, shall be deemed in compliance herewith if in writing and sent by United States certified or registered mail, postage prepaid, return receipt requested; electronic mail ("e-mail"); or by receipted personal delivery to the Parties as follows:

A. CITY OF MILWAUKEE:

Mathew Reimer
Department of City Development
809 North Broadway
Milwaukee, Wisconsin 53202
414-286-5693
mathew.reimer@milwaukee.gov

With a copy to:

Jordan M. Schettle
Office of the City Attorney
841 North Broadway, 10th Floor
Milwaukee, Wisconsin 53202
414-286-2615
jschet@milwaukee.gov

B. MENARD, INC.:

Menard, Inc.
Attn: Properties Division
5101 Menard Drive
Eau Claire, WI 54703
715-876-2532
realestate@menard-inc.com

12. **Amendment.** The Parties may amend this Easement Agreement in a written instrument executed by all Parties and recorded in the Office of the Register of Deeds for the county in which the Easement Area is located.

13. **Headings.** The headings in this Easement Agreement have been inserted solely for convenience of reference and have no effect on construction or interpretation.

14. **Governing Law; Venue.** This Easement Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Easement Agreement shall be exclusively in the Circuit Court of Milwaukee County for matters arising under state law and in the Eastern District of Wisconsin for matters arising under federal law.

15. **No Party Deemed Drafter.** All provisions of this Easement Agreement have been negotiated by the Parties at arm's length and with the opportunity for full representation by their respective legal counsel and neither party shall be deemed to be the drafter of this Easement Agreement. If this Easement Agreement is ever construed by a court of law, such court shall not construe this Easement Agreement or any provision thereof against either Party as the drafter of this Easement Agreement.

16. **Public Records.** MENARD understands that CITY is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Easement Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. MENARD acknowledges that it is obligated to assist CITY in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Easement Agreement. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after termination of this Easement Agreement.

17. **Authority.** Each person signing this Easement Agreement on behalf of a Party represents that he or she is duly authorized to sign this Easement Agreement and to bind the Party on behalf of which such person is signing.

18. **Counterparts.** The Parties may execute this Easement Agreement in two or more counterparts which shall, in the aggregate, be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

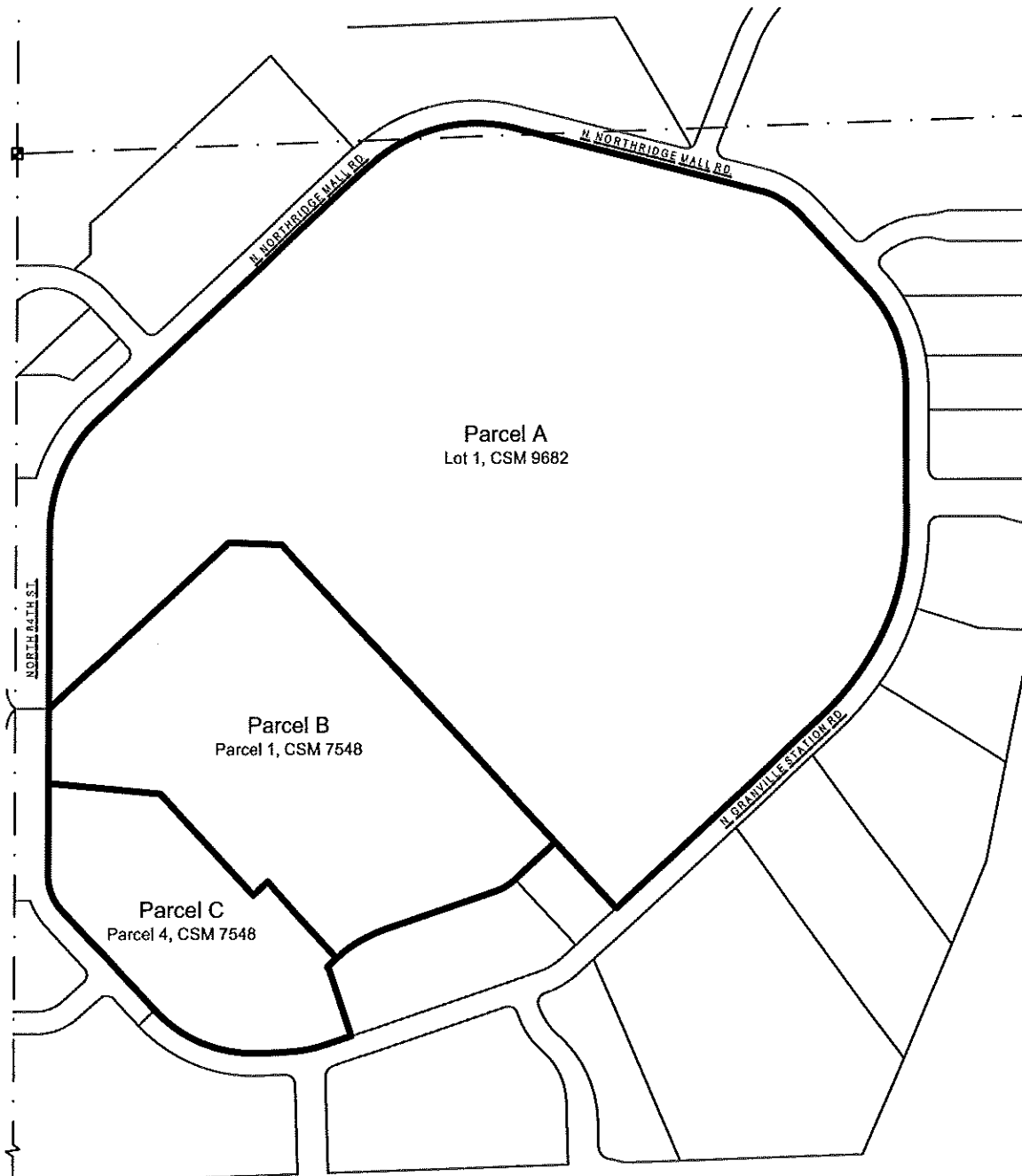
19. **Entire Agreement.** This instrument sets forth the entire agreement of the Parties with respect to this Easement Agreement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement Area.

[Signature page follows]

CITY: CITY OF MILWAUKEE	MENARD: MENARD, INC.
By: _____ Lafayette Crump, Commissioner Department of City Development	By: _____ Name Printed: Theron J. Berg Title: General Manager Properties
And By: _____ James R. Owczarski, City Clerk	MENARD NOTARY State of Wisconsin))ss Eau Claire County)
And By: _____ Bill Christiansen, Comptroller	Before me personally appeared the following signatory, _____, _____, to me known to be such person who signed this document and acknowledged the same. Date: _____
City Common Council Resolution File No. _____	Notary Public
CITY ATTORNEY AUTHENTICATION Jordan Schettle, a member in good standing of the State Bar of Wisconsin, hereby authenticates the signatures of the CITY representatives/signatories per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b).	Name Printed: _____ My commission: _____ [notarial seal]
By: _____ Jordan Schettle Assistant City Attorney State Bar No. 1104571 Date: _____	

EXHIBIT A – Parcel Map

EXHIBIT "A"
Parcels



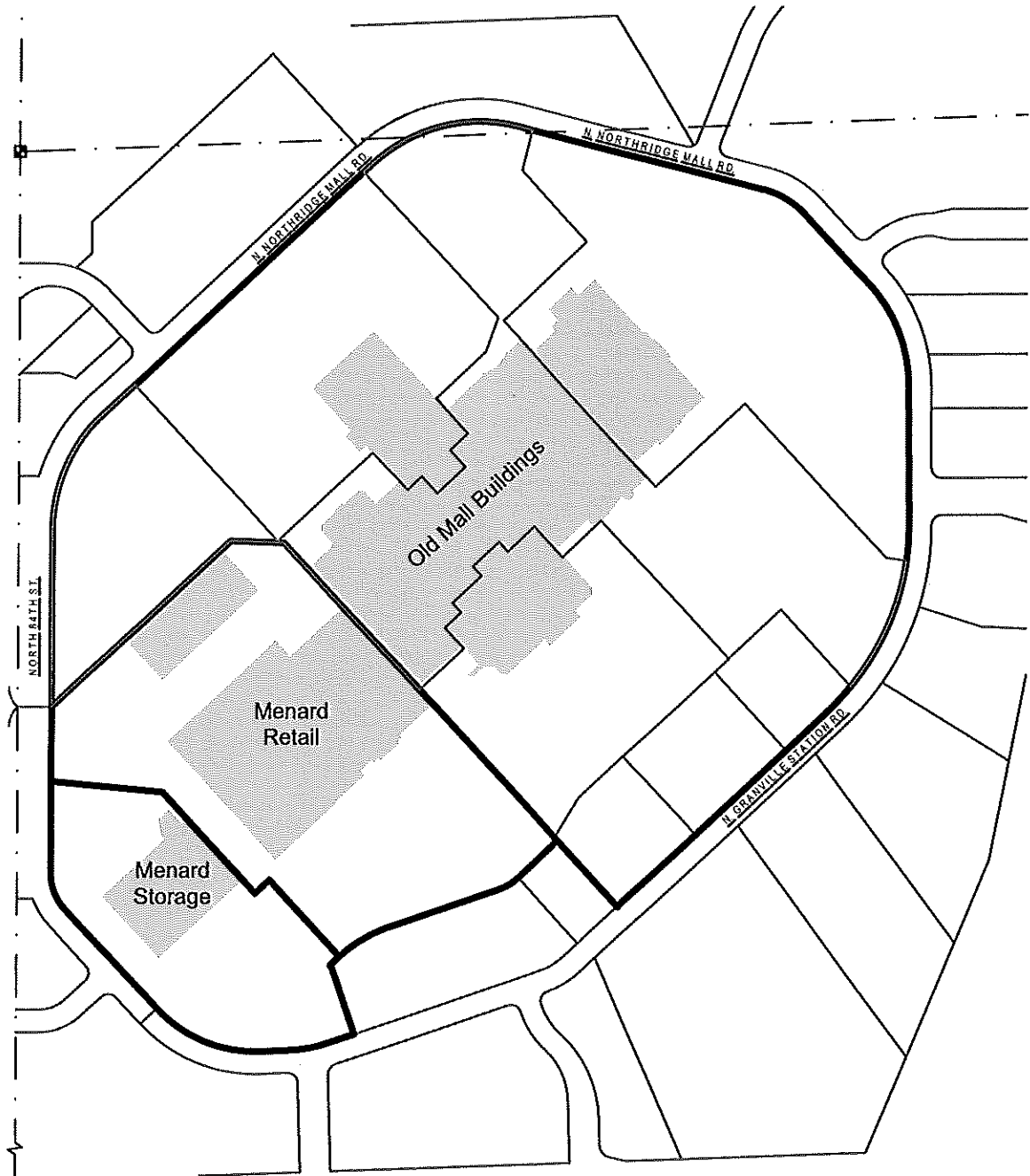
NOT TO SCALE

THE SIGMA GROUP
Single Source. Sound Solutions.

www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

EXHIBIT B - Mall Area Depiction

EXHIBIT "B"
"The Mall Area"



NOT TO SCALE

EXHIBIT C – Easement Area

EXHIBIT "C"

Private Water Main & Maintenance Easement

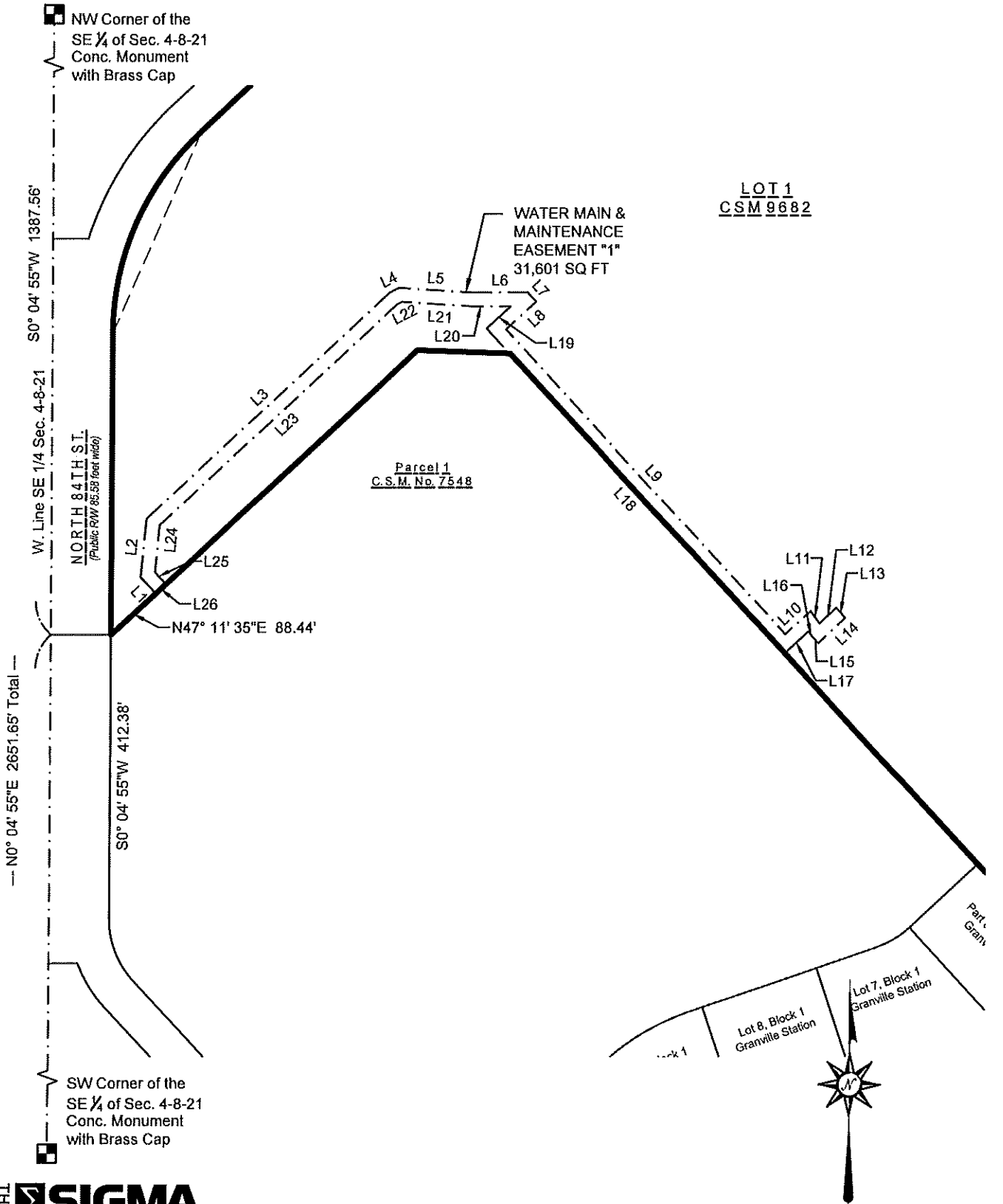


EXHIBIT "C"

Private Water Main & Maintenance Easement

Easement Line Table		
Line #	Length (ft)	Direction
L1	32.46	N42° 42' 07"W
L2	85.68	N5° 27' 31"E
L3	483.76	N47° 10' 15"E
L4	16.04	N63° 33' 17"E
L5	107.62	S86° 18' 03"E
L6	81.12	N89° 55' 06"E
L7	18.19	S43° 39' 24"E
L8	60.05	S47° 33' 35"W
L9	605.66	S42° 47' 21"E
L10	50.15	N47° 58' 16"E
L11	22.24	S36° 38' 33"E
L12	33.72	N47° 28' 33"E
L13	20.00	S42° 31' 27"E
L14	54.59	S47° 28' 33"W
L15	11.55	N43° 01' 41"W
L16	10.82	N36° 38' 33"W
L17	47.91	S47° 58' 16"W

Easement Line Table		
Line #	Length (ft)	Direction
L18	645.52	N42° 47' 21"W
L19	48.12	N47° 33' 35"E
L20	57.16	S89° 55' 06"W
L22	7.77	S63° 33' 17"W
L23	473.26	S47° 10' 15"W
L24	69.12	S5° 27' 31"W
L25	23.49	S42° 42' 07"E
L26	20.00	S47° 11' 35"W

EXHIBIT "C"

Private Water Main & Maintenance Easements

Water Main Easement "1"

Being all in Lot 1 of Certified Survey Map 9682, being part of the Northwest 1/4, Northeast 1/4, Southeast 1/4, and Southwest 1/4 of the Southeast 1/4, and the Southeast 1/4 and Southwest 1/4 of the Northeast 1/4, all in Section 4, Town 8 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at a Southwest corner of said Lot 1 and a point on the easterly right of way line of North 84th street said point also being the Northwest corner of Parcel 1 of Certified Survey Map 7548; thence North 47° 11' 35" East, 88.44 feet along the south line of said Lot 1 to the point of beginning; thence North 42° 42' 07" West, 32.46 feet; thence North 5° 27' 31" East, 85.68 feet; thence North 47° 10' 15" East, 483.76 feet; thence North 63° 33' 17" East, 16.04 feet; thence South 86° 18' 03" East, 107.62 feet; thence North 89° 55' 06" East, 81.12 feet; thence South 43° 39' 24" East, 18.19 feet; thence South 47° 33' 35" West, 60.05 feet; thence South 42° 47' 21" East, 605.66 feet; thence North 47° 58' 16" East, 50.15 feet; thence South 36° 38' 33" East, 22.24 feet; thence North 47° 28' 33" East, 33.72 feet; thence South 42° 31' 27" East, 20.00 feet; thence South 47° 28' 33" West, 54.59 feet; thence North 43° 01' 41" West, 11.55 feet; thence North 36° 38' 33" West, 10.82 feet; thence South 47° 58' 16" West, 47.91 feet; thence North 42° 47' 21" West, 645.52 feet; thence North 47° 33' 35" East, 48.12 feet; thence South 89° 55' 06" West, 57.16 feet; thence North 86° 18' 03" West, 102.89 feet; thence South 63° 33' 17" West, 7.77 feet; thence South 47° 10' 15" West, 473.26 feet; thence South 5° 27' 31" West, 69.12 feet; thence South 42° 42' 07" East, 23.49 feet to a point on the Southern line of Lot 1 also being the Northern line of Parcel 1 of Certified Survey Map 7548; thence South 47° 11' 35" West along said southern line, 20.00 feet to the point of beginning.

Said easement contains 31,601 square feet of land, more or less.