

**EASEMENT
FOR WATER MAIN**

Document Number

Document Title

Recording Area

Name and Return Address:

TARGET CORPORATION
Target Properties
1000 Nicollet Mall, TPN-12
Minneapolis, MN 55403
Attn: Real Estate Portfolio
Management/T-2586 Wauwatosa,
WI

Parcel Identification Number
(PIN)

258-0001-009

Drafted by:
Nikki J. Aden
Target Corporation
TPS-3100
1000 Nicollet Mall
Minneapolis, MN 55427

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE

EASEMENT FOR WATER MAIN

THIS EASEMENT FOR WATER MAIN (the "Agreement") is made as of the ____ day of _____, 2024, by TARGET CORPORATION, a Minnesota corporation ("Grantor") to the City of Wauwatosa, Wisconsin, a municipal corporation (the "City").

RECITALS:

A. Grantor is the owner of certain real property located at 3900 N. 124th St., Wauwatosa, WI 53222, as more particularly described on the attached and incorporated Exhibit A ("Grantor's Property").

B. In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby quitclaim unto the City, subject to the terms and conditions set forth below, a perpetual non-exclusive easement ("Easement") for the specific purpose of permitting the City the right to operate, maintain, repair, remove and replace an existing water main (collectively called the "Facilities") under the surface of a portion of Grantor's Property being ten (10) feet on either side of the center line of the currently existing Easement, approximately located in the area as shown on the site plan attached hereto, legally described, and made a part hereof as Exhibit B ("Easement Area"), together with the right of reasonable and necessary ingress and egress to and from the Easement Area in connection with the exercise of the rights granted herein.

AGREEMENT

1. Incorporation of Recitals. The foregoing recitals are true, correct, and incorporated herein and made a part of this Agreement.

2. Indemnification. The City shall indemnify and hold harmless Grantor, their tenants, invitees, designees, assignees, and licensees from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons, property, or business that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the City's activities conducted on Grantor's Property. The City shall also require that all its agents or contractors have adequate insurance for the purpose of indemnifying and holding Grantor harmless from such agents' or contractors' negligence in the use, operation, installation, repair, replacement and maintenance of the Easement in the Easement Area.

3. Consistent Uses Allowed. Except as currently in existence or contemplated at the time of this Agreement, Grantor shall not at any time erect or maintain in or upon the Easement Area any permanent or temporary buildings or any similar structure without express written permission of the City and shall not unreasonably interfere with the City's enjoyment of the rights granted in this Agreement. The City shall exercise reasonable efforts and coordinate its activities with Grantor and their invitees to minimize disruption to the Grantor's Property, the Easement Area, and the businesses

operated thereon.

4. Conduct of Work and Notification. Any maintenance, replacement, repair and/or removal of the Facilities performed by the City, its agents and employees must be performed (i) at the City's sole cost and expense, (ii) during months other than November, December or January (except in the event of an emergency) and after thirty (30) days' notice to the Grantor (except that in an emergency the work may be initiated after reasonable notice). In addition, the City, its agents and employees must (a) promptly pay all costs and expenses associated with said work and (b) diligently complete such work as quickly as possible.

5. Repairs; Restoration of Surface. The City, at its sole cost and expense, shall restore the surface disturbed by any construction or maintenance of any equipment located within the Easement Area such that any improvements, infrastructure, or landscaping so disturbed are restored to a level consistent with the surrounding improvements, infrastructure, or landscaping. Notwithstanding the foregoing, the City shall not be required to replace or repair extraordinary improvements, such as electronic signage, that was not identified in the plans for Grantor's Property as of the date of this Agreement, is built directly over the water main, and which is not practical to avoid while undertaking the work. For example, if the curb line is removed or damaged in part of the area, the curb line will be replaced or repaired to at least the same level or condition as the existing curb line. However, if a new electronic pylon sign not previously included in the plans is placed in the Easement Area, the City would only be required to restore the basic infrastructure.

6. Prohibition Against Liens. The City must not permit any mechanics', materialmen's or other liens to be filed against Grantor's Property or any part thereof for work or materials furnished the City in connection with the Easement, and Grantee agrees to indemnify, defend and hold Grantor harmless from and against the same.

7. Covenants Run with Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Grantor and the City and their respective successors and assigns, provided however, any liability or obligation of Grantor under this Agreement will terminate with respect to future facts or circumstances arising upon the transfer of its fee simple interest in the Easement Area.

8. Recording; Term. This Easement shall be recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin. The term of this Easement shall commence on the date that it is filed of record in the Register of Deeds and shall continue in perpetuity.

9. Non-Use. Non-use or limited use of the Easement Area rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement Area rights to the fullest extent authorized in this Agreement.

construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

15. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

16. No Public Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easements granted under this Agreement to the general public.

17. Counterparts; Headings. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original. The signature of the parties hereto on this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

[The rest of page intentionally left blank. Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and effective as of the date last written below.

CITY:

CITY OF WAUWATOSA

By: _____
Dennis McBride, Mayor

By: _____
Steven A. Braatz, Jr., City Clerk

Approved as to form:

Alan Kesner, City Attorney

(City acknowledgements appear on next page)

Signature Page for the City

CITY ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on _____, 2024 by
Dennis McBride, Mayor of the City of Wauwatosa.

Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)


This instrument was acknowledged before me on _____, 2024 by
Steven A. Braatz, Jr., City Clerk for the City of Wauwatosa.

Name: _____
Notary Public, State of Wisconsin
My commission expires: _____


STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on _____, 2024 by
Attorney Alan Kesner, City Attorney for the City of Wauwatosa.

Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

By: 
Name: James L. Tucker
Its: Sr. Director

[illegible]

 **TESS LUZIE MICHALETZ**
Notary Public-Minnesota
My Commission Expires Jan. 31, 2027

Signature Page of Grantor

EXHIBIT A

Legal description of Grantor's Property

[see attached]

EASEMENT DESCRIPTION

A 20.00 foot wide easement for watermain purposes lying over, under and across that part of Parcel 1, CSM #6506, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on April 21, 1998 in Volume 4291 of Certified Survey Maps, at pages 907-910, as document number 7520429, being a redivision of Parcel 1 of Certified Survey Map No. 4440, being a part of the Northwest Quarter of the Northwest Quarter of Section 7, Township 7 North, Range 21 East, in the City of Wauwatosa, State of Wisconsin, the centerline of which is described as follows:

Commencing at the most southeasterly corner of said Parcel 1; thence South 89 degrees 32 minutes 00 seconds West, assumed bearing along the southerly line of said Parcel 2, a distance of 26.63 to the point of beginning of the centerline to be described; thence North 00 degrees 32 minutes 26 seconds West, a distance of 9.71 feet to a point hereinafter known as Point "A"; thence continuing North 00 degrees 32 minutes 26 seconds West, a distance of 261.80 feet to a point hereinafter known as Point "B"; thence continuing North 00 degrees 32 minutes 26 seconds West, a distance of 237.62 feet to a point hereinafter known as Point "C"; thence continuing North 00 degrees 32 minutes 26 seconds West, a distance of 21.10 feet; thence North 44 degrees 59 minutes 31 seconds West, a distance of 22.94 feet; thence North 89 degrees 58 minutes 47 seconds West, a distance of 306.56 feet to a point hereinafter known as Point "D" thence North 89 degrees 19 minutes 44 seconds West, a distance of 11.64 feet; thence North 00 degrees 40 minutes 16 seconds East, a distance of 2.09 feet to a point hereinafter known as Point "E"; thence North 45 degrees 53 minutes 57 seconds West, a distance of 59.37 feet; thence North 04 degrees 00 minutes 46 seconds West, a distance of 25.01 feet more or less to the North line of said Parcel 1 and said centerline there terminating.

The sidelines of said easement are to be prolonged or shortened to terminate at the Southerly line of said Parcel 1, the North line of said Parcel 1.

AND

TOGETHER WITH

A 10.00 foot wide Watermain Easement, the centerline of which is described as follows:

Beginning at the aforementioned Point "A" North 90 degrees 00 minutes 00 seconds East, a distance of 20.05 feet;

TOGETHER WITH

A 10.00 foot wide Watermain Easement, the centerline of which is described as follows:

Beginning at the aforementioned Point "B" North 90 degrees 00 minutes 00 seconds East, a distance of 20.00 feet;

TOGETHER WITH

A 10.00 foot wide Watermain Easement, the centerline of which is described as follows:

Beginning at the aforementioned Point "C" North 90 degrees 00 minutes 00 seconds East, a distance of 20.00 feet;

TOGETHER WITH

A 20.00 foot wide Watermain Easement, the centerline of which is described as follows:

Beginning at the aforementioned Point "D" South 44 degrees 20 minutes 03 seconds West, a distance of 25.05 feet;

TOGETHER WITH

A 20.00 foot wide Watermain Easement, the centerline of which is described as follows:

Beginning at the aforementioned Point "E" North 00 degrees 40 minutes 16 seconds East, a distance of 23.24 feet.

K:\0001351.00\DWG\1351V-EASE.DWG

CHECKED:	MW
DRAWN:	UL
FIELD CREW:	
FIELD WORK DATE:	

**WATERMAIN
EASEMENT**
WAUWATOSA, WI

Westwood

Phone (820) 253-9495 1900 Medical Arts Ave S, Suite 100
Fax (820) 358-2001 Sarileh, MN 56377
Toll Free (800) 270-9455 westwoodps.com
Westwood Professional Services, Inc.

**EASEMENT
EXHIBIT**

SHEET NUMBER:

2

OF

2

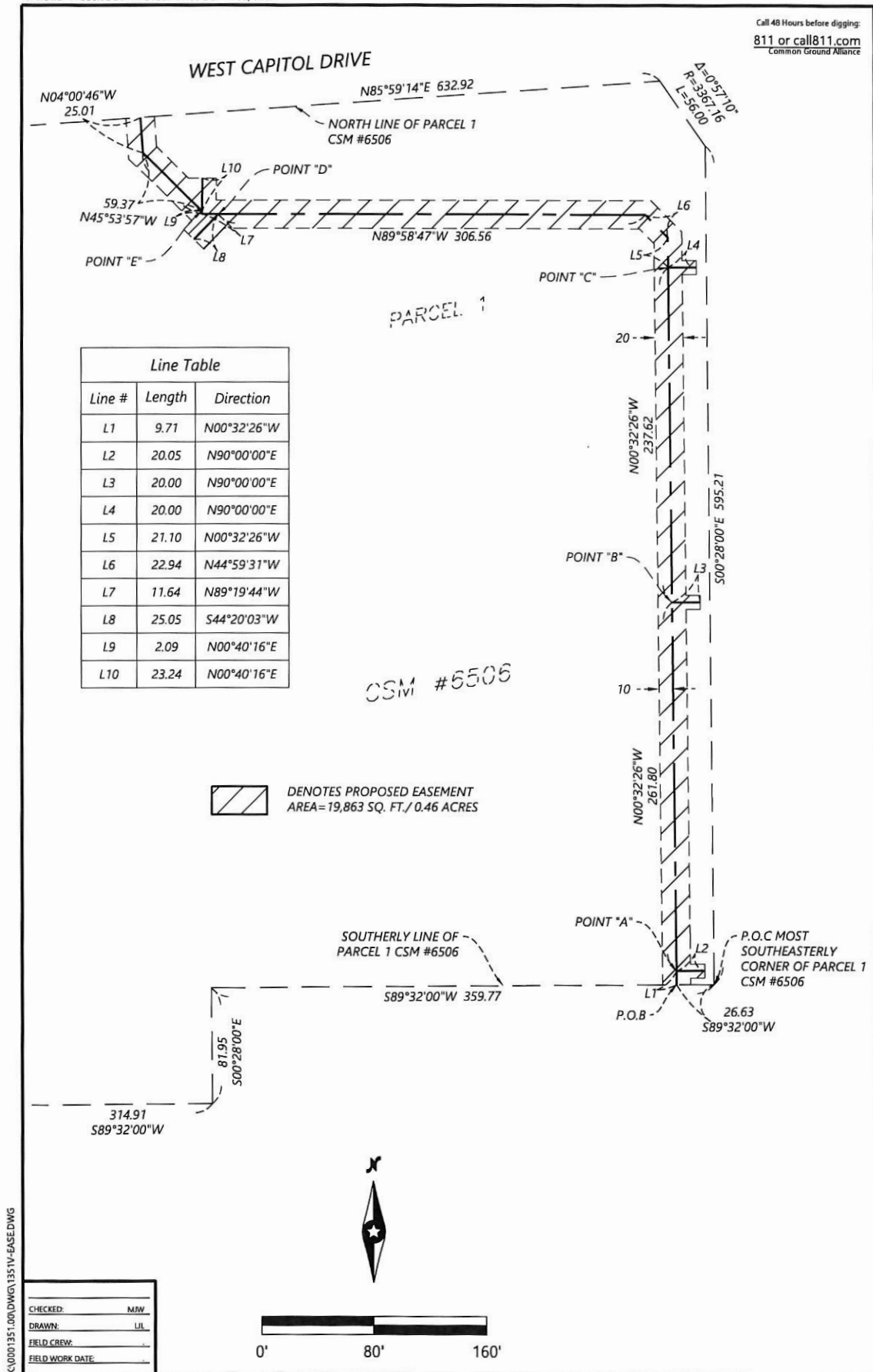
DATE: 9/12/2023

0001351.00

EXHIBIT B

Site Plan

[see attached]



**WATERMAIN
EASEMENT**
 WAUWATOSA, WI

Westwood

Phone (320) 253-9495 1900 Medical Arts Ave S, Suite 100
 Fax (320) 358-2001 Sartell, MN 56377
 Toll Free (800) 270-9495 westwoodps.com
 Westwood Professional Services, Inc.

**EASEMENT
EXHIBIT**

SHEET NUMBER:

1 OF 2
 DATE: 9/12/2023

0001351.00