

Document Number

EASEMENT
AGREEMENT FOR
PIPE AND HVAC

Recording Information

This document was drafted by and should be returned to:

Nancy Leary Haggerty
Michael, Best & Friedrich, LLP
100 E. Wisconsin Ave. Suite 3300
Milwaukee, WI 53202

PIN: See Exhibit A

This Easement Agreement for Pipe and HVAC (the "Agreement") is made as of December __, 2017, by and between Third and Pine, LLC (the "LLC") and the City of La Crosse, Wisconsin (the "City").

RECITALS

- A. The LLC, as Declarant, formed the Pine and Vine Condominium (the "Condominium") by virtue of the recording of the Declaration of Condominium of Pine and Vine Condominium in the Office of the Register of Deeds of La Crosse County, Wisconsin, as Document No. 1700065 (the "Declaration"), and the recording of the Condominium Plat in the same Office as Document No. 700066 (the "Plat").
- B. The City is the owner of Unit 1 in the Condominium as further described on Exhibit A, attached hereto ("Unit 1" or the "Parking Ramp Unit").
- C. The LLC is the owner of Unit 2 in the Condominium as further described on Exhibit A, attached hereto ("Unit 2" or the "Retail Unit").
- D. Paragraph 2.2 of the Declaration anticipated the creation of an easement in favor of the Retail Unit, over a portion of the Parking Ramp Unit above the Retail Unit for exhaust and related purposes.
- E. The City wishes to secure an easement under the concrete slab of the Parking Ramp Unit, to install a cable or communication line to provide a connection point for security cameras for public/building safety for the Parking Ramp Unit.

DECLARATION

Now therefore, for ten dollars and other good and valuable consideration, the City, as the owner of The Parking Ramp Unit, and the LLC, as the owner of the Retail Unit, do hereby declare as follows:

1. **HVAC Easement.** The City hereby grants to the LLC, a perpetual easement in favor of the Retail Unit, over that part of the Parking Ramp Unit which is located on the level above the Retail Unit and which is further described and shown on Exhibit B attached hereto, for the purpose of installation, operation, maintenance, repair and replacement, of HVAC and exhaust equipment and _____ (together, the HVAC Equipment”), and wires, pipes and vents connecting the HVAC Equipment from there to the Retail Unit (both, the “HVAC Easement”). The HVAC Easement may be used by any owner, tenant or user of the Retail Unit, and their agents.
2. **Pipe Easement.** The LLC hereby grants to the City a perpetual easement in favor of the Parking Ramp Unit, over that part of the Retail Unit which is under the concrete slab of the Retail Unit, and which is further described and shown on Exhibit C, attached hereto, for purpose of installation, operation, maintenance, repair and replacement, of a pipe containing a cable or utility line (the “Pipe Equipment”) to provide a connection point for security cameras for public/building safety for the Parking Ramp Unit (the “Pipe Easement”). The Pipe Easement may be used by any agent or utility that the City contracts with to install, repair and/or maintain said Pipe Equipment.
3. **Terms.** Collectively the HVAC Easement and the Pipe Easement shall be known as the “Easements.” Parties that use the Pipe Easement or the HVAC Easement shall be known as a “User” or “Users” of that particular Easement. Collectively the areas of the HVAC Easement and Pipe Easement, as shown on Exhibits B and C may be known as the Easement Area or Areas. Collectively the HVAC Equipment and the Pipe Equipment may be known as the “Equipment.”
4. **Maintenance of Easement Areas.** The owner of each Easement Area shall keep and maintain the Easement Area in a condition to allow for the uses granted herein. The owner of the Equipment shall have the sole obligation to maintain its Equipment. If the owner of an Easement Area fails to maintain that Easement Area in a manner which allows use of the Easements granted herein, the beneficial Easement owner shall have the right, but not the duty, to perform any maintenance required hereunder, after giving fifteen (15) days’ written notice to the owner of the Easement Area, sent by certified mail and describing the maintenance to be performed, after which the benefitted owner shall be entitled to reimbursement from the owner of the burdened area for the reasonable cost of maintenance incurred by the benefitted owner upon its presentation of an invoice therefor. Notwithstanding anything herein to the contrary, however, the beneficial owner of an Easement shall be responsible for any costs needed to repair any damage to an Easement Area caused by that owner or its User, or as a result of the operation of its Equipment, and each shall have the right and obligation to enforce this Agreement and to collect these costs, from their own Users.
5. **No Obstructions to Use of Easement Area.** No person is permitted to use the Easement Areas under the terms of this Agreement in such a way that would interfere with the free use of the Easement Areas by any other person permitted to use the Easement Areas hereunder. Any obstructions or impediments to the use of the Easement Areas may be removed, without notice, by either Party, and the cost of such removal shall be borne by the Party causing or responsible for such obstruction. Each Party shall be responsible for the acts of their respective Users. This

provision shall not prevent temporary construction blockages, or speed bumps, speed limit signs and the like. Each of the Parties shall have the rights to use the areas underlying the Easement Areas in a manner which does not interfere with the easements granted herein.

6. **Enforcement of Agreement.** The owners of the Easement Areas, and their Users, and their successors and assigns, shall have the right to legally enforce the easements, covenants, conditions and restrictions set forth herein, by whatever action or actions are legally available, including, without limitation, enjoining any violation or threatened violation hereof. In the event any legal action is commenced to enforce the terms of this Agreement, the prevailing party shall have the right to collect from the other party, the prevailing party's reasonable attorney's fees and costs, including any post judgment costs, fees and expenses related to the enforcement of this Agreement.

7. **Miscellaneous.**

- a. **No Grant of Easement to the Public.** Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the Easement Areas to the general public, or for the benefit of the general public.
- b. **Entire Agreement.** This Agreement represents the entire Agreement between the Parties with respect to the matters set forth herein. If the signature of any party is needed to make this Agreement fully enforceable, that signature is attached hereto.
- c. **Amendments.** The easements, covenants, conditions or restrictions set forth in this Agreement may not be modified, amended or terminated except by the execution and recording of an instrument signed by the then owner of the Easement Areas.
- d. **Severability.** In the event that any provision contained in this Agreement shall be invalid or unenforceable, no other provision shall be affected by such holding, and all other remaining provisions hereof shall continue to be in full force and effect pursuant to the terms hereof.
- e. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Wisconsin.
- f. **Easements Run with Land.** All of the terms, conditions, covenants, easements and Agreement set forth herein shall run with the land and shall inure to the benefit of and be binding upon the parties hereto, and their heirs, successors, transferees and assigns in ownership to the Easement Areas as easements appurtenant to such land and may not be transferred separately from, or severed from, title to the land, except for the access granted to the municipality or any private utility serving the land.
- g. **Exhibits.** All exhibits referenced herein are incorporated herein by this reference.
- h. **Non-Use.** Non-use or limited use of the easement rights granted in this Easement shall not prevent the benefiting party from later use of the easement rights to the fullest extent

authorized in this Agreement. No delay or omission by any party in exercising any right or power accruing upon any default, non-compliance or failure of performance of any of the provisions of this Agreement shall be construed to be a waiver thereof. 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, covenants or conditions of this Agreement.

- i. Notices.** All notices under this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address, or to the address to which such party's tax bill is sent.
- j. Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

(Signatures and acknowledgements appear on the following pages)

CITY OF LA CROSSE, WISCONSIN

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF LA CROSSE)

Personally appeared before me this __ day of December __, 2017, the above named _____, the _____ of the City of La Crosse, Wisconsin, to me known to be such _____, and to me known to be the party who executed this instrument, and acknowledge the same.

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

EXHIBIT A
Legal Description

Unit 1:

Unit 1 in the Pine and Vine Condominium(s) created by a "Declaration of Condominium" recorded on September 27, 2017, in the Office of the Register of Deeds for La Crosse County, Wisconsin, as Document No. 1700065, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the City of La Crosse, County of La Crosse, Wisconsin.

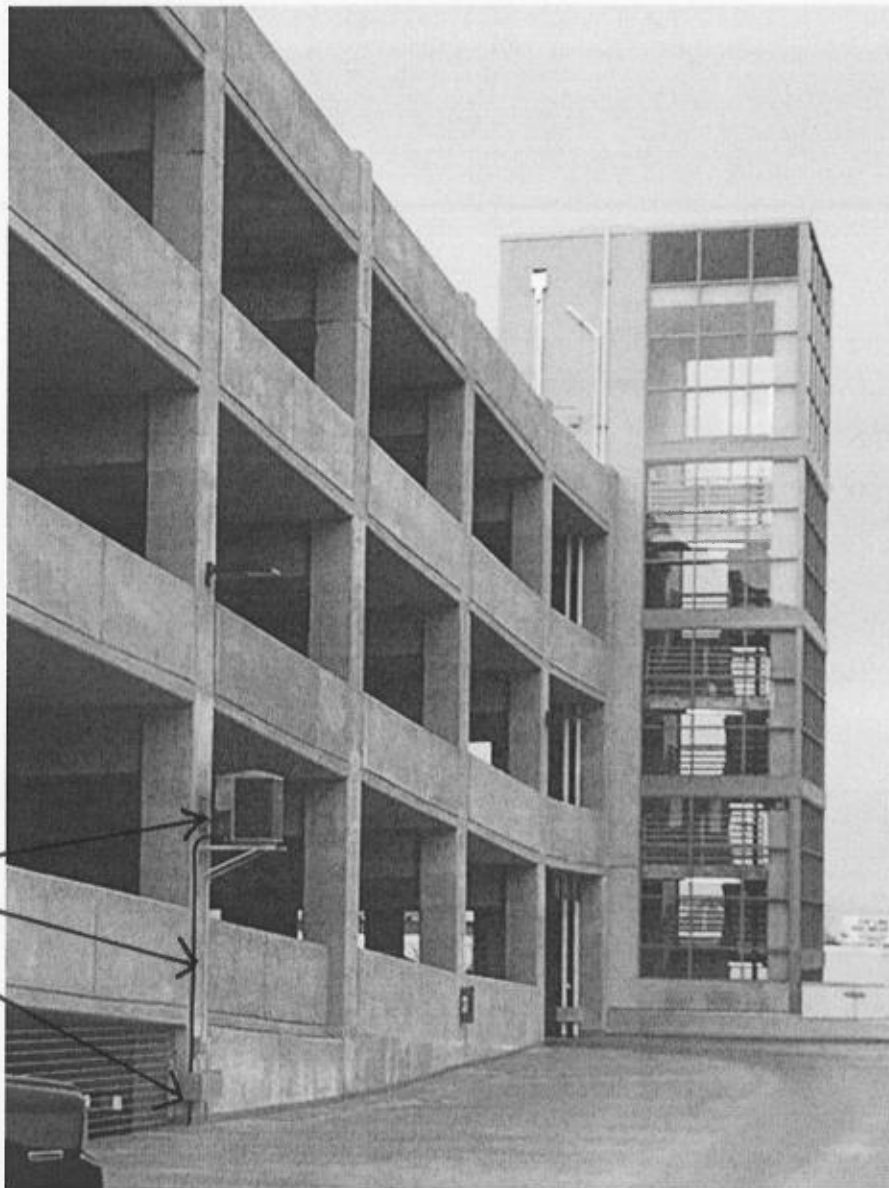
Tax Key Number: Part of 17-20010-050

Unit 2:

Unit 2 in the Pine and Vine Condominium(s) created by a "Declaration of Condominium" recorded on September 27, 2017, in the Office of the Register of Deeds for La Crosse County, Wisconsin, as Document No. 1700065, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the City of La Crosse, County of La Crosse, Wisconsin.

Tax Key Number: Part of 17-20010-050

EXHIBIT B- PAGE 1
DEPICTION OF HVAC EASEMENT AREA ON PARKING RAMP UNIT



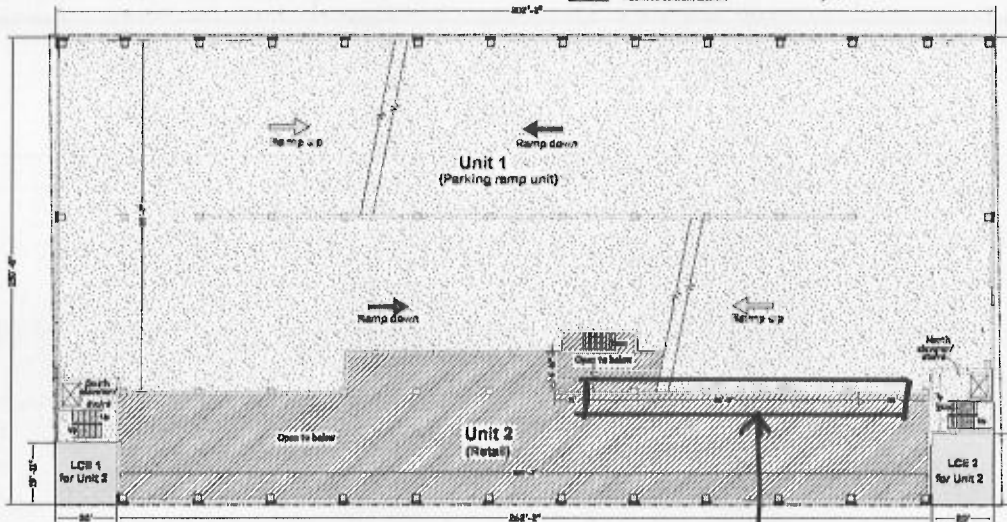
The HVAC Easement Area shall be the area of Level 2 of the Parking Ramp Unit, above the Retail Unit, in front of (southeast of) the vertical supports of the Parking Ramp Unit, including the right to install support shelves for the HVAC Equipment, the right to install cables, vents, power lines, and pipes, flush with such vertical supports, the right to install power, water, drainage and other utility facilities to that equipment, including junction boxes, to such supports, and the right to connect that equipment through the deck floor to the Retail Unit Below. A drawing showing the approximate location of the HVAC Easement Area on the Plat is attached below as Exhibit B-Page 2.

EXHIBIT B- PAGE 2
DEPICTION OF HVAC EASEMENT AREA ON PARKING RAMP UNIT

Condominium Plat of
Pine and Vine Condominium
 Being Lots 6, 7, 8, 9 & 10, Block 17, Original Plat of the Town of La Crosse
 Located in the SE 1/4 of the SE 1/4 and the NE 1/4 of the SE 1/4, Section 31,
 T16N-R7W, City of La Crosse, La Crosse County, Wis.

- Concrete pillar
- Property line
- Ramp up
- ← Ramp down
- ▨ Unit 1 (Parking Ramp Unit)
- ▨ Unit 2 (Retail Unit)
- ▨ Common element
- ▨ Limited Common element

Scale: 1" = 20'



Level 2

HVAC Easement Area

EXHIBIT C
DEPICTION OF PIPE EASEMENT AREA ON RETAIL UNIT

(See Attached- show the location of the pipes/wires on the plat below)

