

FIRST AMENDMENT TO
EASEMENT AGREEMENT FOR
PIPE AND HVAC

Document Number

This First Amendment to Easement for Pipe and HVAC (the “Amendment”) is made as of February __, 2022 by and between Third and Pine, LLC, a Wisconsin limited liability company (the ‘LLC’) and the City of La Crosse, Wisconsin (the “City”). The LLC and the City are sometimes referred to in this Amendment as a “Party” or collectively as the “Parties.”

Recording Information

Name and Return Address;
Drafted by:
Nancy Leary Haggerty, Esq.
Michael, Best & Friedrich, LLP
790 N. Water Street, Suite 2500
Milwaukee, WI 53202
PINS: See Exhibit A

RECITALS:

- A. LLC 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 Number 1700065 (the “**Declaration**”), and recording of the Condominium Plat in the same Office as Document Number 1700066 (the “**Plat**”); and
- B. The City continues to be the owner of Unit 1 in the Condominium as further described on Exhibit A, attached hereto (“**Unit 1**” or the “**Parking Ramp Unit**”); and
- C. The LLC continues to be the owner of Unit 2 in the Condominium as further described on Exhibit A, attached hereto (“**Unit 2**” or the “**Retail Unit**”); and
- 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; and
- E. The LLC and the City entered into that certain Easement Agreement for Pipe and HVAC (the “**Easement**”), recording the Easement in the Office of the Register of Deeds of La Crosse County, Wisconsin, as Document Number 1706741, as amended by a Correction Instrument recorded as Document No. 1707131, correcting the document number of the Declaration; and
- F. The parties have realized that the location of the HVAC Easement, which would penetrate the parking ramp decking between the Retail Unit and the Parking Ramp Unit above it, and penetrate the roof between the units, would likely cause long-term maintenance issues, potential water leakage problems, would require the City to plow snow and ice around the HVAC Equipment, would

increase the likelihood of parking ramp users' chances of damaging the HVAC Equipment, and cause the City to potentially lose parking spaces, and the parties have determined to change the location of the HVAC Easement to vertical walls separating the units, where there is less likelihood for interference with the Parking Ramp Unit operation and maintenance, for the mutual benefit of the Parties.

AMENDMENT

Now therefore, in consideration of the above recitals and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. Recitals. The recitals above are incorporated herein by this reference.

2. Revised Easement Area. Paragraph 1 of the Easement is hereby deleted in its entirety and replaced with the following: The City hereby grants to the LLC, a perpetual easement in favor of the Retail Unit, on and through the demising walls between the Units, in the locations as shown on Exhibit B attached hereto, for the purpose of installation, operation, maintenance, repair, and replacement, of HVAC and exhaust equipment, lines and piping (together, the "HVAC Equipment"), and wires, pipes and vents, including connecting the HVAC Equipment 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.

3. Revised Exhibit B. The HVAC Easement Area described and identified in Exhibit B to the Easement is hereby deleted in its entirety and replaced with Exhibit B to this Amendment, which is attached hereto and incorporated herein. The note on Exhibit B Page I is deleted and replaced with the following: For clarification, the furnace vents and condensing unit vents, will come from the Retail Unit, and through the demising wall, to vent out into the Parking Ramp Unit in the locations marked on Exhibit B. The easement includes the right to install support shelves for the HVAC Equipment, the right to install cables, vents, power lines and pipes, flush with such HVAC Equipment, the right to install power, water, drainage and other utility facilities to that equipment, including junction boxes, to such equipment, and the right to connect that equipment through the demising wall, to the adjacent Retail Unit. City gives permission to penetrate the demising wall between the units.

4. Miscellaneous. Except as amended herein, all other terms and provisions of the Easement remain in full force and effect and, in the event of any conflict between the Easement and this Amendment, this Amendment shall control. This Amendment may be executed in counterparts, each together constituting the entire Amendment. All maintenance obligations and indemnities in the Easement shall continue as to this new location.

[Signatures on following pages]

This Amendment is dated as of the date first set forth above.

THIRD AND PINE, LLC

By: _____
Donald J. Weber, Managing Member

ACKNOWLEDGMENT

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

Personally appeared before me this ____ day of _____, 2022, the above named Donald J. Weber, the Managing Member of Third and Pine, LLC, to me known to be such Managing Member, and to me known to be the party who executed this instrument and acknowledge the same.

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

CITY OF LA CROSSE, WISCONSIN

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

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

Personally appeared before me this ____ day of _____, 2022, the above named _____, 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 (the “Parking Ramp Unit”):

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: 17-40381-190

Unit 2 (the “Retail Unit”):

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: 17-40381-200

EXHIBIT B LOCATION OF AMENDED HVAC EASEMENT

