

Document Number

HISTORIC PRESERVATION EASEMENT

Name and Return Address:
City of Milwaukee
Attn: Historic Preservation Officer
200 East Wells Street, Room B-4
Milwaukee, WI 53202

Tax Key No.: 348-1541-100-7

Recording Area

Made this _____ Day of _____, 2013, between _____ (hereafter "OWNER"), in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, grants to, and covenants with, the **CITY OF MILWAUKEE** (hereafter CITY), a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, its successors and assigns, and to the public generally, that the real estate, at 4243 West North Avenue described herein and any improvements thereon (hereafter, PROPERTY) will be subject to this easement and the covenants as authorized under 66.037 and 700.40 Stats., as hereafter described which will be covenants binding on the OWNER successors, assigns and on any subsequent purchasers, and will be considered as running with the land. The PROPERTY is located in the City of Milwaukee, County of Milwaukee, Wisconsin. The PROPERTY is part of the North Sherman Boulevard National Historic District and is located in a City of Milwaukee historic district) and is more fully described as:

Lot 1 excluding the South 79.56 feet of the East 76.66 feet, of Certified Survey Map No. 7888, a division of 1, 2, 3, 4 and 21, all of Lots 5, 6, 7, 22 and 23 and vacated alley adjoining Lots 7, 23, and Part of Lot 6, in Block 4 of Grant Park and Lands all in the Northwest ¼ of the Northwest ¼ of Section 24, Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.
Address: 4243 West North Avenue

The Common Council of the City of Milwaukee has approved accepting and holding of the rights under this Historic Preservation Easement on _____ 2013, by adoption of Resolution File _____.

Unless otherwise indicated, all authorizations or written actions of the CITY stipulated herein must be executed in writing by the Historic Preservation Officer (Hereafter "OFFICER") of the CITY and all notifications to the CITY or to the OFFICER must be directed to the Historic Preservation Office at 200 East Wells Street, Room B-4, Milwaukee, WI 53202.

The OWNER agrees to protect, preserve, and maintain all historic features of the PROPERTY, including the structural integrity of the PROPERTY, except those listed in Exhibit "A" attached hereto below, which are excepted as specific exclusions from these covenants:

The OWNER hereby agrees to the following:

1. To assume the cost of continued maintenance and repair of the PROPERTY in accordance with the recommended approaches in the Secretary of the United States Department of the Interior's standards for rehabilitation and associated guidelines, or substantially similar standards of the CITY, so as to preserve the architectural, structural and historical integrity of the features, materials, appearance, workmanship, and environment in order to protect and enhance those qualities that made the property eligible for listing in the Local Designation.
2. That any alterations that may affect the historical or structural integrity of the PROPERTY must have the prior written approval of the OFFICER of the CITY. The OWNER shall neither construct, demolish, alter, nor remodel any portion of the PROPERTY, including any structures, buildings, or objects thereon that are not named herein as specific exclusions. The OWNER shall not construct additions to, or abrasively clean or sandblast, any building or structure not specifically excluded from these covenants, nor may the OWNER construct any new building or structure on or move any existing building or structure to the PROPERTY, nor erect fences or signs on the PROPERTY, nor disturb the ground surface of the PROPERTY, without the express written approval of the OFFICER.
3. To notify the OFFICER in writing of any proposed actions to be undertaken by the OWNER, or any other party known to the OWNER, that may affect the historical or structural integrity of the PROPERTY. The OWNER furthermore agrees that the OFFICER will be allowed 30 days to respond with a written approval or denial of such proposed actions, except that the OFFICER may extend this period up to an additional 60 days upon written notice to the OWNER. In the event of denial, the OWNER may request a written statement of the reasons for denial. If the OWNER disagrees with the reasons for denial, OWNER may appeal to the State of Wisconsin Historical Society, whose ruling shall be final.
4. To notify the OFFICER in writing of any substantial damage to the property by accidental, natural, or deliberate causes within 30 days of the date on which the damage was incurred. The OWNER further agrees that no repairs of reconstruction of any type, other than temporary emergency work to prevent further damage to the PROPERTY and to protect public safety, shall be undertaken by the OWNER without prior written approval of the work by the OFFICER, in accordance with paragraph (3) above.
5. To give access to the interior and exterior of the premises to the CITY, its agents, successors, or assigns for purposes of monitoring the OWNER's compliance with the covenant upon reasonable verbal or written notice. Nothing in this instrument shall require the CITY to conduct on-site inspections of the PROPERTY.

6. That the failure of the CITY to exercise any right or remedy granted under this instrument, or to conduct on-site inspections of the PROPERTY shall not have the effect of waiving or limiting the exercise of any right or remedy or the use of such right or remedy at any other time.
7. To insert the covenants contained herein, either verbatim or by express reference, in any deed or other legal instrument by which the OWNER divests itself of either the fee simple title or any lesser estate in the PROPERTY.
8. That, in the event of a violation of this Historic Preservation Easement, and in addition to any remedy now or hereafter provided by law, the CITY may, following reasonable notice to the OWNER, institute suit to enjoin said violation or to require specific performance and/or restoration of those portions of the PROPERTY that were affected.
9. That it shall indemnify and hold the CITY and its successors and assigns harmless for any liability, costs, attorney's fees, judgments, or expenses to the CITY, or any officer, employee, agent, or independent contractor of the CITY, resulting from actions or claims of any nature by third parties arising from defaults under this Historic Preservation Easement, exercise of rights under this historic preservation easement, excepting any such matters arising solely from the negligence of the CITY should the CITY conduct on-site inspections of the PROPERTY.
10. That the CITY may, at its discretion, without prior notice to the OWNER, convey and assign all or part of the CITY's rights and responsibilities contained herein to a third party.

This Historic Preservation Easement may only be amended by written agreement between the parties, or their successors or assigns, and such amendment shall become effective upon its recordation by the OWNER at the Register of Deeds in the County in which the PROPERTY is located. The covenants contained herein are enforceable by the CITY by an action in the Circuit Court of Milwaukee County, Wisconsin, or any other court of competent jurisdiction.

In Witness Whereof, the said parties have hereunto caused these presents to be signed as of the date first written above.

OWNER: _____	
By: _____	By: _____
Print Name _____	Print Name _____
Print Title _____	Print Title _____

State of Wisconsin)
) SS
 Milwaukee County)

Personally came before me this ____ day of _____, 2013, the above named _____ to me known to be to be the persons who as OWNER executed the foregoing contract for the purposes therein contained.

In Witness whereof, I have hereunto set my hand and official seal.

 Notary Public
 Milwaukee County, Wisconsin
 My commission _____

CITY OF MILWAUKEE

By: _____
 Elaine M. Miller
 Special Deputy Commissioner, Department of City Development

State of Wisconsin)
) SS
 Milwaukee County)

Personally came before me this ____ day of _____, 2013, Elaine M. Miller, the Special Deputy Commissioner, Department of City Development of the City of Milwaukee, who, with the City's authority and on its behalf, executed the foregoing instrument and acknowledged the same.

In Witness whereof, I have hereunto set my hand and official seal.

 Notary Public
 Milwaukee County, Wisconsin
 My commission _____

EXHIBIT "A"
ACTIVITIES EXEMPT FROM FURTHER REVIEW
(To be negotiated with HPC staff)

BUILDING INTERIOR

1. Repair or replacing of existing interior walls if windows and exterior doors are not altered.
2. Repair or replacing of interior doors.
3. Repair or replacing of interior flooring

MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS

1. Installation of new furnaces and water heaters, if it does not result in installation or relocation of chimneys.
2. Upgrading, repair, and replacement of electrical systems and plumbing systems and fixtures.