

Sample Historic Preservation Easement Document will be executed at closing

Document Number

HISTORIC PRESERVATION & CONSERVATION EASEMENT

Name and Return Address:

Historic Preservation Office
Historic Preservation Commission
841 N. Broadway, Room B-1
Milwaukee, WI 53202

Tax Key No.: _____

Drafted By: City of Milwaukee, Department of City Development
GH (1-24-2019), CAO 255589

Recording Area

THIS HISTORIC PRESERVATION & CONSERVATION EASEMENT (“**Easement**”) is dated as of _____, 20__, and is by and between _____, as grantor (the “**Owner**”), to the City of Milwaukee (“**City**”), as grantee.

1. **Property.** City conveyed the following parcel (the “**Property**”) to Owner and Owner owns the Property.

Address: _____, Milwaukee, WI

Tax Key No.: same as above

Legal Description:

_____, City of Milwaukee, Milwaukee County, Wisconsin.

2. **Historic Property.** Wis. Stat. 66.1111 (1)(a) defines a “*historic property*” as per Wis. Stat. 44.31. Wis. Stat. 44.31 (3) defines “*historic property*” as any building, structure, object, district, area, or site that is significant in the history of Wisconsin, or its urban communities, or the nation. Wis. Stat. 66.1111 (3)(b) provides that if the City (a political subdivision) conveys historic property, the City must obtain a conservation easement under Wis. Stat. 700.40 to protect the historic character and qualities of the property. *This is a Wis. Stat. 700.40 Conservation Easement.*

The Property is historically significant because it is [check all of the following that apply] ►

listed on the National Register of Historic Places

listed on the State Register of Historic Places

designated historic by the City as per City Common Council Resolution File No.

_____ under Milwaukee Code of Ordinances (“MCO”) 320-21 (“**Local Historic Status**”) after consideration by the City’s Historic Preservation Commission (“HPC”).

3. **Grant of Easement; Covenants.** Because the Property is historically significant, Owner grants to City this Easement which is a restrictive covenant encumbering the Property. Specifically, Owner agrees as follows.

A. **Exterior Maintenance, Repair.** Owner agrees, at its expense, to protect, preserve, maintain and repair, all historic features of the exterior of the Property, including, but not limited to, the chimney, porches, exterior doors, exterior windows, and the structural integrity of improvements at the Property. Owner shall maintain and repair in accordance with the United States Secretary of the Interior’s *Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings* (<https://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf>, as those Standards shall from time to time be amended), or in accordance with substantially similar standards of the City’s HPC, so as to preserve the architectural, structural and historical integrity of the exterior features, materials, appearance, workmanship, and environment of the Property in order to protect and enhance those qualities that made the Property historically significant.

B. **Prior Approval by HPC Office Required.** Owner shall obtain the prior written approval of the City’s HPC Office (“Office”) before undertaking any of the following activities at the Property.

- (1) Any alteration that may affect the exterior historical features, or structural integrity, of the Property
- (2) Any construction, demolition, alteration, or remodeling of the land at the Property or affecting the exterior of any structure or the exterior of any improvement at the Property. This includes but is not limited to construction or demolition or movement of any fence, sign, outbuilding, garage, or addition to any building.
- (3) Any abrasive cleaning or sandblasting of any exterior of any structure or improvement at the Property.

The Office’s contact information is as follows:

City of Milwaukee Historic Preservation Commission
841 N. Broadway, Room B-1
Milwaukee, WI 53202
414-286-5712 or 414-286-5722
hpc@milwaukee.gov

Owner understands that Office’s approval is in addition to any permits, licenses, and/or approvals that may be required by federal, state, or local law as a prerequisite or condition to improving or undertaking the work.

C. **Notice to Office, Time, Appeal.** Owner shall provide the Office with prior written notice of any activity described in 3.B. above for which Office approval is needed, including the plans and specifications for Owner’s planned activity. Office shall be allowed 30 days to respond with written approval, conditional approval, or denial, and Owner shall not undertake the activity without Office’s written approval. In the event of denial, or imposition of conditions unacceptable to Owner, Owner may appeal Office’s determination to the City’s Administrative Review Appeals Board under MCO 320-11..

[notarial seal]	
<p>CITY NOTARY</p> <p>State of Wisconsin))ss Milwaukee County)</p> <p>Before me personally appeared the following signatory, _____, to me known to be such person(s) who signed this document and acknowledged the same.</p> <p>Date: _____</p> <p>_____</p> <p>Notary Public</p> <p>Name Printed: _____</p> <p>My commission: _____</p> <p>[notarial seal]</p>	<p>CITY: CITY OF MILWAUKEE</p> <p>By: _____</p> <p>Amy Turim, Special Deputy Commissioner, Dept. of City Development</p>