

HISTORIC PRESERVATION & CONSERVATION EASEMENT

Document Number

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 _____, 2019, 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.

Legal..... in the Northeast 1/4 of Section 25, Town 7 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin

T.I.N.: _____

Property Address: 2833 West State Street, Milwaukee, WI

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

X Designated historic by the City as per City Common Council Resolution File No. 88-0643, Concordia Historic District 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..

D. **Damage to Property; Notice to Officer.** Owner shall notify Office in writing of any substantial damage to the exterior or structural integrity of the Property by accidental, natural, or deliberate cause within 30 days of the date on which the damage was incurred. Owner agrees that no repairs or reconstruction, other than temporary emergency work to prevent further damage to the Property and/or to protect public health, safety, and welfare shall be undertaken by Owner without Office's prior written approval, in accordance with Section 3.B. above.

E. **Access.** Owner shall give City reasonable access to the Property to allow City to monitor Owner's compliance with the provisions hereof upon reasonable advance notice by City for entry. Nothing herein requires City to conduct on-site inspections.

4. **Local Historic Status - HPC and COA.** Property with Local Historic Status may require a Certificate of Appropriateness ("COA") from the HPC prior to alteration, construction, reconstruction, rehabilitation, or demolition as per MCO 320-21. This is in addition to any other permit or approval that may be required under federal, state, or local law.

5. **Successors and Assigns.** This Easement and the provisions herein: are binding upon the parties hereto and their successors and assigns, including successor owners of the Property; and are deemed a covenant running with the land. City reserves the right to assign this Easement, and enforcement rights (including third-party enforcement rights as contemplated by Wis. Stat. 700.40), to any "holder" as defined in Wis. Stat. 700.40.

6. **Amendment.** This Easement may only be amended by written agreement signed by or on behalf of the parties hereto, or their successors or assigns; and such amendment, shall be promptly recorded at Owner's expense in the Milwaukee County Register of Deeds Office.

7. **Breach; Remedies.** In the event of breach of this Easement, City has all rights at law and in equity, including but not limited to, all rights under Wis. Stat. 700.40 and the right to bring suit for specific performance and/or injunctive relief. No failure by City to exercise its right hereunder shall be deemed to be a waiver or limitation of City rights.

8. **Counterparts.** This document may be signed in counterparts.

Dated as of the date first written above.

OWNER: _____

By:

_____ Date _____

State of Wisconsin)
) SS
Milwaukee County)

Personally came before me this ____ day of May, 2019, 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:

_____ Date _____

Deborah McCollum-Gathing
Special Deputy Commissioner
Department of City Development

State of Wisconsin)
) SS
Milwaukee County)

Personally came before me this ____ day of May, 2019, Deborah McCollum-Gathing, 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 _____