

HISTORIC PRESERVATION CONSERVATION EASEMENT
State Historical Society of Wisconsin

[Name of Property Owner] (hereafter, OWNER), in consideration of the sum of One Dollar (\$1) plus other valuable consideration, conveys an easement specifically to the State Historical Society of Wisconsin (hereafter, SOCIETY), an agency of the State of Wisconsin, and any successor to said state agency and to the public generally that the real estate described herein and any improvements thereon (hereafter, PROPERTY) will be subject to certain covenants, restrictions and provisions as hereinafter described, which will be real and binding on the heirs, successors, assignees of the OWNER, and on any subsequent purchasers, and will be considered as running with the land in perpetuity. The PROPERTY is located in the City of, County of, Wisconsin. The PROPERTY is listed in the National and State Registers of Historic Places as [N/SRHP Property Name] and is more fully described as:

[Formal Legal Description]

And further described as:

Lot , of County Certified Survey Map # _____ as recorded in Volume _____,
Page _____.

Unless otherwise indicated, all authorizations or written actions of the SOCIETY stipulated herein must be executed in writing by the Director of the SOCIETY or by the State Historic Preservation Officer designated under Wisconsin Statutes, and all notifications to the SOCIETY must be to the Director of the SOCIETY or to the State Historic Preservation Officer.

The OWNER agrees to protect, preserve, and maintain all historic features of the PROPERTY, except those listed below, which are excepted as specific exclusions from these covenants, restrictions and provisions:

[List Specific Exclusions]

The OWNER hereby conveys to the SOCIETY the following:

- 1) The OWNER agrees to assume the cost of continued maintenance and repair of the PROPERTY in accordance with the recommended approaches in the Secretary of the Interior's standards for rehabilitation and associated guidelines, or substantially

similar standards of the SOCIETY, so as to preserve the architectural 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 National Register and (/or) the State Register.

- 2) The OWNER agrees that any alterations that may affect the architectural or historical integrity of the PROPERTY must have the prior written approval of the SOCIETY. 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 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 SOCIETY.
- 3) The OWNER agrees to notify the SOCIETY in writing of any proposed actions to be undertaken by the OWNER, or any other party known to the OWNER, that may affect the architectural or historical integrity of the PROPERTY. The OWNER furthermore agrees that the SOCIETY will be allowed 30 days to respond with a written approval or refusal of such proposed actions, except that the SOCIETY may extend this period up to an additional 60 days upon written notice to the OWNER. In the event of refusal, the OWNER may request a written statement of the reasons for refusal.
- 4) The OWNER agrees to notify the SOCIETY 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 or 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 SOCIETY, in accordance with paragraph (3) above.
- 5) The OWNER agrees to give access to the interior and exterior of the premises to the SOCIETY, its personal representatives, successors, or assigns of purposes of monitoring the OWNER's compliance with this historic preservation conservation easement upon reasonable verbal or written notice. Nothing in this instrument shall require the SOCIETY to conduct regular or irregular on-site inspections of the PROPERTY.
- 6) The OWNER agrees that the failure of the SOCIETY 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) The OWNER agrees to insert the covenants, restrictions and provisions contained herein, either verbatim or by express reference, in any deed or other legal instrument by which the OWNER divests himself (or herself or itself) of either the fee simple title or any lesser estate in the PROPERTY.
- 8) The OWNER agrees that, in the event of a violation of this historic preservation conservation easement, and in addition to any remedy now or hereafter provided by law, the SOCIETY may, following reasonable notice to the OWNER, institute suit to enjoin said violation or to require specific performance and/or the restoration of those portions of the PROPERTY that were affected.
- 9) The OWNER agrees that he (or she or it) shall indemnify and hold the SOCIETY and its successors and assigns harmless for any liability, costs, attorney's fees, judgments, or expenses to the SOCIETY, or any officer, employee, agent, or independent contractor of the SOCIETY, resulting from actions or claims of any nature by third parties arising from defaults under this historic preservation conservation easement by the OWNER, or arising out of the conveyance of, possession of, or exercise rights under this historic preservation conservation easement, excepting any such matters arising solely from the negligence of the SOCIETY, and that it shall not be considered negligence on the part of the SOCIETY should the SOCIETY conduct neither regular nor irregular on-site inspections of the PROPERTY.
- 10) The OWNER agrees that the SOCIETY may, at its discretion, without prior notice to the OWNER, convey and assign all or part of the SOCIETY's rights and responsibilities contained herein to a third party.
- 11) The OWNER agrees that the SOCIETY, at its discretion, shall have the right to install a plaque of suitable design at a point easily visible by the public, from a public way, which plaque shall give information regarding the property determined appropriate by the SOCIETY and that the PROPERTY is subject to a preservation conservation easement held by the SOCIETY. The OWNER shall take reasonable measures for the duration of the term of this preservation conservation easement to protect and maintain the visibility of any such plaque as may be installed.
- 12) The OWNER agrees that he (or she or it) shall generate Baseline Documentation for the PROPERTY to the standards established by the SOCIETY for such work.

This historic preservation conservation easement may be amended or released by the OWNER and the director of the SOCIETY, in writing, and such amendment or release 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, restrictions and provisions contained herein are enforceable by the SOCIETY by an action in the Circuit Court of Dane County, Wisconsin, or any other court of competent jurisdiction.

Signed:

_____ Date: _____
[Name], OWNER

STATE OF WISCONSIN
COUNTY OF _____

The above _____ personally came before me, attested to and signed this document on this _____ day of _____, 201X.

Notary Public, State of Wisconsin
My commission is permanent/expires _____.

Signed:

_____ Date: _____
Jim Draeger, SHPO
State Historical Society of Wisconsin

STATE OF WISCONSIN
COUNTY OF DANE

The above Jim Draeger personally came before me, attested to and signed this document on this _____ day of _____, 201X.

Notary Public, State of Wisconsin
My commission is permanent/expires _____.