

Historic Preservation Conservation Easement

Parcel ID Number: WAKC 1305 459

After recording return to:

City of Waukesha
Department of Community Development
201 Delafield St.
Waukesha, WI 53188

The City of Waukesha, Wisconsin, a Wisconsin municipal corporation, owner in fee simple of the real property described below, hereby imposes pursuant to Wis. Stat. §66.1111(3)(b) and §700.40(2) a Historic Preservation Conservation Easement on and in the following-described real property, referred to herein as the Property, upon the terms and conditions stated below:

Lot 1 of Certified Survey Map No. 11250, being part of the Northeast ¼ and Southeast ¼ of the Northwest ¼ and part of the Northwest ¼ and Southwest ¼ of the Northeast ¼ of Section 3, in Township 6 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on November 12, 2014 as Document No. 4109791.

Recitals

The City of Waukesha is the fee-simple owner of the Property. The Wisconsin State Historic Preservation Office, referred to herein as SHPO, has confirmed that a portion of the Property is included in the individual National Register of Historic Places listing for the Senator William Blair House, referred to here as the Blair House.

The Property contains no intact historic resources related to the Blair House. However, the Wisconsin State Historic Preservation Review Board at its February 21st, 2025 meeting rejected the City's application to decrease the boundaries of the listing to exclude the Property.

The City would like to sell the Property to a private developer so it can be redeveloped into multi-family housing. Plans for the proposed development were approved by the Waukesha Plan Commission on October 23, 2024 and by the Common Council on November 19th, 2024.

As required by State Law prior to such a sale and development, the City has entered into compliance negotiations with SHPO. SHPO has found that the proposed development will have an adverse impact and suggested mitigation options, including the nomination of the Acme Spring to the National Register of Historic Places.

The City disputes the SHPO's finding of adverse impact, but in order to make the sale of the Property possible without further delay, the City has agreed to impose this conservation easement upon the Property.

Now therefore, the City imposes the following covenants creating a conservation easement on the Property, with the right of enforcement by the City, as follows:

- 1. Mitigation Obligation.** In mitigation of any adverse impact resulting from the sale and development of the Property, the Acme Spring, located on private property within a half-mile of the Property shall be nominated for inclusion in the National Register of Historic Places. The Acme Spring is one of the only intact remnants of the Waukesha Springs Era within the City. The Acme Spring is a Local Landmark, and the owner of the property on which it is located has granted the City an easement to allow access to it for viewing and maintenance. A copy of the easement, containing a legal description of the Acme Spring, is attached as Exhibit A. It has been found to be potentially eligible for nomination to the National Register of Historic Places. The SHPO acknowledges and agrees that it has determined and informed the City that the nomination of Acme Spring to the National Register is an adequate and sufficient mitigation of any adverse impact to the Property.
- 2. Nomination.** Within one year after the conveyance of the Property by the City to a third party, the City will hire a consultant, who is included in SHPO's list of consultants qualified to prepare nominations to the National Register of Historic Places, to prepare a nomination for Acme Spring. The consultant will prepare the nomination and submit it to SHPO for review by the State Historic Preservation Review Board in a timely fashion, and no later than 18 months after the conveyance of the Property by the City.

The City will be responsible for choosing, contracting with, and overseeing the Consultant, and for all fees connected with the preparation of the nomination.

- 3. **Completion of Mitigation Obligations and Termination of Easement.** Upon the submission to SHPO of the completed nomination and its presentation to the State Historic Preservation Review Board, mitigation shall be deemed complete and the City shall record an instrument, acknowledged by SHPO, to that effect and terminating this Conservation Easement, after which there shall be no further restrictions on the Property for sale or development. Final approval by the State Historic Preservation Board and the National Park Service, and listing on the National Register, are not required for mitigation to be deemed complete.
- 4. **Termination due to Removal of Designation.** This easement shall terminate upon the agreement of the Keeper of the Register and the State Historic Preservation Review Board to a boundary decrease removing the Property from the National Register.
- 5. **Covenants Run with the Land.** The terms, conditions, provisions and covenants in this instrument are appurtenant to and run with the land, inure to the benefit of the Grantor, and are binding until termination as provided herein upon all successors in interest to, and subsequent purchasers of, the Property, regardless of the nature of the successors' interests and regardless of the circumstances by which succession thereto occurs, including, without limitation, by foreclosure of mortgage or lien, or by sheriff's deed. Such successors and subsequent purchasers are referred to herein as Owners. Interest, as used herein, includes both legal and equitable interests.
- 6. **Enforcement.** The City is the Holder of this Conservation Easement, as that term is used in Wis. Stat. §700.40. The covenants, restrictions, and provisions herein are enforceable by the City by a lawsuit in the Circuit Court of Waukesha County, Wisconsin, or any other court of competent jurisdiction.

Dated this _____ day of _____, 2025.

City of Waukesha

By Shawn N. Reilly, Mayor

Attested by Katie Panella, City Clerk

State of Wisconsin }
 } ss.
Waukesha County }

Shawn N. Reilly and Katie Panella personally came before me this _____ day of _____, 2025, executed this instrument in my presence, and acknowledged the same.

Notary Public, Waukesha County, Wisconsin
My commission (expires _____)(is permanent).

Wisconsin State Historic Preservation Office

By: _____
Title: _____

_____ personally came before me this _____ day of _____, 2025, executed this instrument in my presence, and acknowledged the same.

Notary Public, _____ County, Wisconsin

My commission (expires _____)(is permanent).