

Memo

To: Historic Preservation Committee, Village Board

Fr: Trevor Fuller, Planning and Zoning Administrator

Re: ACTION RE: HISTORIC CONSERVATION EASEMENT FOR ALLOUEZ COMMUNITY CENTER BUILDING LOCATED AT 2143 WEBSTER AVENUE

Date: 10 September 2020

The village recently accepted an offer to purchase on the Community Center property located at 2143 S. Webster Avenue. The building was constructed in 1947 as the then Town of Allouez government office and water department building. The building was later used for Community Center space and storage when the Village Hall moved to 1649 S. Webster Avenue. The property is listed on the State of Wisconsin and National Registers of Historic Places under Criterion C (architecture) as a fine example of Colonial Revival architecture.

The 2016 Comprehensive Outdoor Recreation Plan identified the facility as being underutilized due to its age and interior configuration (page 40). The village has since explored the feasibility of renovating and upgrading the Community Center to better maximize its usage for community programming and rental space as well as preserve its historic and architectural integrity. The village decided to explore selling the property to a private buyer who would protect the historic integrity of the structure and could take advantage of the historic tax credits. The buyer intends to utilize the space for office use.

Wisconsin State Statutes require the village to place a historic conservation easement on any structure listed to the State Register prior to selling the property. The village is the holder and author of this easement. The village placed a similar easement on the former Water Works Building, located at 535 Greene Avenue, prior to selling the building in 2017.

Attached is the draft easement, which uses similar language to the easement, written in 2017 for the property at 535 Greene Avenue. The easement identifies the specific architectural features that are mentioned in the National Register nomination report because the property was listed for the architectural value. Changes or alterations to these specific portions of the property would need to receive a Certificate of Appropriateness (COA) by the Historic Preservation Committee. The COA process is appealable to the Village Board, but allows for the committee to review proposed changes and make suggested changes if necessary, which would help preserve the historic integrity of the property.

The Historic Preservation Committee recommended approval of the historic conservation easement at the August 26, 2020 meeting, with the following comments:

- Add "(i.e exterior elements like windows and doors)" to the first sentence of item 3.
- Add "and interior" to the first sentence of item 5 per the recommendation of the Wisconsin Historical Society
- The Village of Allouez hold the easement instead of the Wisconsin Historical Society on behalf of the state.

The Village Board is asked whether or not to approve the historic conservation easement with the suggested changes and who should hold the easement (i.e. the Village of Allouez or the Wisconsin Historical Society).



HISTORIC CONSERVATION EASEMENT
Village of Allouez, Wisconsin

The Village of Allouez (hereinafter VILLAGE), being the owner of real property and any improvements thereon located at **2143 South Webster Avenue, Allouez, WI 54301** (hereinafter PROPERTY), being described fully below, retains for itself the following conservation easement pursuant to the Uniform Conservation Easement Act, Section 700.40 of the Wisconsin Statutes, on and against said PROPERTY, as described herein, which will be real and include covenants binding on any subsequent purchasers of the property, and/or their heirs, successors, and assignees (hereinafter referred to as OWNER) and will be considered as running with the land and the PROPERTY in perpetuity. The PROPERTY is located in the Village of Allouez, County of Brown, Wisconsin. The PROPERTY is listed in the National Register and the State Register of Historic Places as **Allouez Community Center** and is more fully described as:

Lot One (1), Block One (1), Ansonge & Straubel's Plat of Garden Lots, Village of Allouez, Brown County, Wisconsin. (Tax Parcel No. AL-258)

Unless otherwise indicated, all authorizations or written actions of the VILLAGE stipulated herein must be executed in writing by the President of the VILLAGE, and all notifications to the VILLAGE must be to the President of the VILLAGE.

The OWNER agrees to protect, preserve, and maintain all historic features of the PROPERTY as listed and identified below:

1. The Colonial Revival elements of the front section of the structure (i.e. the gabled roof section of the structure):
 - a. Single story building;
 - b. Prominent front gabled entry;
 - c. Side-gabled roof;
 - d. Large windows set in a symmetrical facade;
 - e. Denticulated pediments;
 - f. Slate (style) tile roof; and
 - g. Central Cupola.
2. Stone facade (i.e. the non-black and cement stone) throughout.

The VILLAGE hereby retains the following conservation easement expressed as stipulations unto itself:

- 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 VILLAGE, so as to preserve the architectural and historical integrity of the features, materials, appearance, workmanship, and environment which are identified above in order to protect and enhance those qualities that made the PROPERTY eligible for listing in the National Register and 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 by issuance of a Certificate of Appropriateness from the Allouez Historic Preservation Committee (hereinafter HPC). Should the Owner have any objection to any portion of the Certificate of Appropriateness issued by the HPC, the Owner shall have a thirty (30) day period of time after issuance of the Certificate to appeal the VILLAGE Board, whose decision shall be final.
- 3) The OWNER agrees to notify the VILLAGE 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 HPC will be allowed thirty (30) days to respond with a written Certificate of Appropriateness which shall contain approval or refusal of such proposed actions, except that the HPC may extend this period up to an additional sixty (60) days upon written notice to the OWNER. In the event of refusal, the OWNER may, within thirty (30) days of HPC issuance of the Certificate of Appropriateness, appeal the refusal to the VILLAGE Board, whose decision shall be final.
- 4) The OWNER agrees to notify the VILLAGE in writing of any substantial damage to the PROPERTY by accidental, natural, or deliberate causes within thirty (30) days of the date on which the damage was incurred. The OWNER further agrees that no repairs or reconstruction of any type that may affect the architectural or historical integrity of the PROPERTY, 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 HPC and/or VILLAGE Board in accordance with paragraph (3) above.
- 5) The OWNER agrees to give access to the exterior of the premises to the VILLAGE, its agents, consultants, successors, or assigns for purposes of monitoring the OWNER's compliance with this easement upon reasonable verbal or written notice. Nothing in this instrument shall require the VILLAGE to conduct regular or irregular on-site inspections of the PROPERTY.

- 6) The OWNER agrees that the failure of the VILLAGE 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 easement 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. The VILLAGE shall have the right and privilege to record this easement with the Brown County, Wisconsin Register of Deeds.
- 8) The OWNER agrees that, in the event of a violation of this historic conservation easement, and in addition to any remedy now or hereinafter provided by law, the VILLAGE 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 in violation of this easement. In the event that the VILLAGE prevails in such suit, the OWNER agrees to pay the reasonable costs incurred by the VILLAGE in such suit, including, without limitation, attorneys' and experts' fees.
- 9) The OWNER agrees that he (or she or it) shall indemnify and hold the VILLAGE and its successors and assigns harmless for any liability, costs, attorney's fees, judgments, or expenses to the VILLAGE, or any officer, employee, agent, or independent contractor of the VILLAGE, resulting from actions or claims of any nature by third parties arising from defaults under this historic conservation easement by the OWNER, or arising out of the conveyance of, possession of, or exercise of rights under this historic conservation easement, excepting any such matters arising solely from the negligence of the VILLAGE, and that it shall not be considered negligence on the part of the VILLAGE should the VILLAGE conduct neither regular nor irregular on-site inspections of the PROPERTY.
- 10) The OWNER agrees that the VILLAGE may, at its discretion, without prior notice to the OWNER, convey and assign all or part of the VILLAGE's rights and responsibilities contained herein to a third party.
- 11) The OWNER agrees that the VILLAGE, 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 VILLAGE and that the PROPERTY is subject to a preservation easement held by the VILLAGE. The OWNER shall take reasonable measures for the duration of the term of this preservation easement to protect and maintain the visibility of any such plaque as may be installed.

This conservation easement may be amended or released by the VILLAGE in writing, and such amendment or release shall become effective upon its recordation by the VILLAGE at the Register of Deeds in the County in which the PROPERTY is located.

The covenants and restrictions contained herein are enforceable by the VILLAGE by an action in the Circuit Court of Brown County, Wisconsin, or any other court of competent jurisdiction.

VILLAGE OF ALLOUEZ

By: _____
James F. Rafter
Village President

Date: _____

STATE OF WISCONSIN
COUNTY OF BROWN

The above named James F. Rafter, Village President, personally came before me, attested to and signed this document and acknowledged the same on this ___ day of _____, 2020.

Notary Public, State of Wisconsin
My commission expires_____.