
CONSERVATION RESTRICTION

Milwaukee County, a municipal body corporate, hereby files the following Conservation Restriction for the following property in the City of Wauwatosa, County of Milwaukee, Wisconsin. The property is more specifically identified below.

RECITALS

- A. Property.** The Landowner is the sole owner of real property in Milwaukee County, Wisconsin, which is legally described in Exhibit A and depicted on a map shown in Exhibit B (the “Property”).
- B. Conservation Values.** The Property, in its present state, has significant natural, ecological, habitat, scenic, geological, recreational, forestry and open space values (collectively, “Conservation Values”) of importance to the Landowner and people of Wisconsin.
- C. Public Policies.** The Preservation of the Conservation Values of the Property through the Conservation Restrictions will serve the public by protecting the natural, scenic and open space values of real property; assuring its availability of forestry, recreation or open space uses; protecting natural resources; and maintaining or enhancing air and water quality.
- D. Conservation Intent.** The Landowner has the purpose of preserving the Conservation Values of the Property. The Landowner intends to place Conservation Restrictions on the use of the Property to protect those Conservation Values. The Landowner further intends and agrees to accept the right to monitor and enforce these restrictions. The following Conservation Restrictions shall run with the Property and be incorporated with any subsequent transfers of said Property.

Recording Area

Name and Return Address:

Parcel Identification Number:

DECLARATION OF CONSERVATION RESTRICTIONS

- 1. Purpose.** The Purpose of the Conservation Restrictions is to preserve the Property in its predominately natural, scenic, forested and open space condition, and to prevent any use of the Property that will adversely impact or interfere with its Conservation Values. The Landowner intends that the Conservation Restrictions will confine the use of the Property to activities that are consistent with the Purpose of the Conservation Restrictions.

2. **Effective Dates.** These Conservation Restrictions becomes effective on the date of signature by the Landowner and remains valid in perpetuity.

3. **Restrictions, Prohibited Uses, and Certain Reserved Rights of the Landowner.** Any activity on or use of the Property inconsistent with the Purpose of the Conservation Restrictions is prohibited. Without limiting the generality of the foregoing, the following provisions identify activities and uses that are expressly prohibited and some rights that are expressly reserved to the Landowner:

3.1 *Buildings, Structures and Other Improvements.* The placement, installation or construction of any structures or other improvements of any kind other than the following:

- a. Mowed areas, parking lots, benches, picnic benches, and other improvements intended solely for uses of the Property permitted hereby.
- b. Trails which may be laid out and maintained in support of permitted uses of the Property.
- c. Interpretive signs, kiosks, observation platforms and boardwalks, which may be constructed.
- d. Maintenance, repair, renovation or replacement of existing permitted structures.

3.2 *Commercial, Agriculture, Residential and Industrial Uses.* Use of the Property for commercial, agricultural, residential or industrial purposes is prohibited.

3.3 *Dumping.* There shall be no dumping or storage on or under the Property of any trash, garbage, sewage, ashes, manure, hazardous materials, discarded or salvageable materials such as junk cars, or other unsightly or offensive materials.

3.4 *Mining.* There shall be no mining, drilling, exploring for, excavation or removal of any minerals, soil, sand, peat, gravel, rock or any other materials on or from the Property.

3.5 *Subdivision, Extinguishment of Development Rights, and Density.*

- a. The Property shall not be subdivided into smaller parcels, whether through legal or de facto subdivision, including division through the creation of condominiums.
- b. All rights to develop or use the Property that are prohibited by or inconsistent with the Conservation Restrictions are extinguished, and cannot be used to transfer development rights to other land owned by the Landowner or any other party, or to permit increased development density or increased natural resource use or extraction on other land, or to achieve other regulatory mitigation credits on land not subject to the Conservation Restrictions.

3.6 *Vegetation.* Vegetation shall be managed in a manner that preserves the Conservation Values of the Property and its scenic character from public vantage points.

3.7 *Vehicles.* Vehicles may be operated on the Property as long as they do not have an adverse impact on the Property or damage its Conservation Values.

3.8 *Water.* There shall be no manipulation or alteration of any water body on or adjacent to the Property, unless such actions are necessary to preserve the Conservation Values of the Property and are consistent with the Purpose of these Conservation Restrictions.

4. Additional Reserved Rights of the Landowner. In addition to rights reserved by the Landowner pursuant to Paragraph 3 above, the Landowner retains all rights associated with ownership of the Property, including the right to use the Property, and invite others to use the Property, in any manner that is not expressly restricted or prohibited by the Conservation Restrictions or inconsistent with the Purpose of the Conservation Restrictions. However, the Landowner may not exercise these rights in a manner that would adversely impact the Conservation Values of the Property.

5. Landowner's Rights and Remedies. To accomplish the Purpose of the Conservation Restrictions, the Landowner expressly affirms the following rights and remedies:

5.1 *Preserve Conservation Values.* The Landowner has the right to preserve and protect the Conservation Values of the Property.

5.2 *Prevent Inconsistent Uses.* The Landowner has the right to prevent any activity or use of the Property that is inconsistent with the Purpose of the Conservation Restrictions and to require the restoration of areas or features of the Property that are damaged by any inconsistent activity or use, pursuant to the remedies set forth below.

6. General Provisions.

6.1 *Amendment.* The Landowner may amend the Conservation Restrictions in a written instrument approved by the Milwaukee County Board of Supervisors and executed by the Milwaukee County Executive and Milwaukee County Clerk, and recorded in the Milwaukee County Office of the Register of Deeds, provided that no amendment shall be allowed if, in the judgment of the Landowner it:

(a) diminishes the Conservation Values of the Property, or

(b) is inconsistent with the Purpose of the Conservation Restrictions.

6.2 *Captions.* The captions in the Conservation Restrictions have been inserted solely for convenience of reference and are not part of the Conservation Restrictions and have no effect on construction or interpretation.

6.3 *Controlling Law and Liberal Construction.* The laws of the State of Wisconsin govern the interpretation and performance of the Conservation Restrictions. Ambiguities in this document shall be construed in a manner that best effectuates the Purpose of the Conservation Restrictions and protection of the Conservation Values of the Property.

6.4 *Entire Agreement.* This instrument sets forth the entire agreement of the Landowner with respect to the Conservation Restrictions and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restrictions, all of which are merged herein.

6.5 *Recording.* The Landowner shall record the Conservation Restrictions in the Milwaukee County Office of the Register of Deeds and may re-record it or any other document necessary to protect its rights under the Conservation Restrictions.

6.6 *Severability.* If any provision or specific application of the Conservation Restrictions is found to be invalid by a court of competent jurisdiction, then the remaining provisions or specific applications of the Conservation Restrictions shall remain valid and binding.

6.7 *Successors.* The Conservation Restrictions are binding upon, and inures to the benefit of, the Landowner and their respective representatives, heirs, successors and assigns, and shall continue as a servitude running with the Property in perpetuity.

6.8 *Conflict.* In the event of any conflict between the terms and provisions of the Conservation Restrictions and the terms and provisions of any other easement or agreement previously applied to the Property, including without limitation agreements related to access and maintenance of the lands controlled by the Milwaukee Metropolitan Sewerage District, the catalogued burial site, and any other access agreement or utility easement then the terms and provisions of the prior agreement shall govern, control and prevail.

[SIGNATURES/ACKNOWLEDGMENTS/APPROVALS ON FOLLOWING PAGES]

EXHIBIT A Legal Description

EXHIBIT B Property Map

TO HAVE AND TO HOLD, the above described Conservation Restrictions unto the Landowner, its successors and assigns forever.

The foregoing Conservation Restrictions are hereby duly accepted by MILWAUKEE COUNTY this _____ day of _____, 20__.

MILWAUKEE COUNTY

By: _____
Chris Abele, County Executive

By: _____
George L. Christenson, County Clerk

County Corporation Counsel Approval and Authentication

Paul D. Kuglitsch, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the Milwaukee County representatives, and also authenticates the signatures of those County Representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05(2)(b).

By: _____
Name: Paul D. Kuglitsch
Title: Deputy Corporation Counsel
State Bar No.: 1052345
Date: _____

Approved for Execution by Milwaukee County Corporation Counsel

By: _____

This document was drafted by Erica Hayden, Contracts Manager, Milwaukee County.

EXHIBIT A

Legal Description

EXHIBIT B

Property Map