

HISTORIC PRESERVATION COVENANT

This Historic Preservation Covenant (the "Covenant") is made this _____ day of _____, 2013, by _____ and _____, and their successors and assigns (collectively "Owner") in favor of the benefit of the City of Madison, a Wisconsin Municipal Corporation ("City").

WITNESSETH:

A. Owner is the owner of that certain real property located in the City of Madison, Dane County, Wisconsin, legally described in Exhibit "A", attached hereto and incorporated herein by reference (the "Property"), and located at _____ in the City of Madison.

B. The City of Madison Landmarks Commission designated the Property as a landmark on _____ pursuant to the provisions of Madison General Ordinances § 33.19.

C. Pursuant to Madison General Ordinances § 33.19(6)(c) (2013), the owner of any landmark or landmark site may, at any time following such designation of his or her property, enter into a restrictive covenant on the subject property after negotiation with the commission. The commission may assist the owner in preparing such covenant in the interest of preserving the landmark or landmark site

NOW, THEREFORE, Owner hereby declares that the Property shall be held and occupied subject to the covenants contained herein.

1. Double Hung Wood Sash Windows.
2. Window Storms and Screens
3. Arched Living Room Window
4. Front door
5. The covenants herein created shall be binding upon the Owner, its heirs, successors and assigns and shall be deemed to run with the land.
6. Termination. This Covenant is for the benefit of the City, which holds the sole and

Record this document with the Register of Deeds

Name and Return Address:

See Exhibit "A"
(Parcel Identification Number)

exclusive right to terminate at any point and for any reason it deems fit. This Covenant may be terminated by recording with the Register of Deeds Office for Dane County, Wisconsin, a written instrument of termination signed solely by the Preservation Planner on behalf of the City. All costs for recording shall be paid by the Owner, its heirs, successors and assigns.

7. In the event that any provision of this Covenant shall be held invalid or unenforceable, no other provision of this Covenant shall be affected by such holding and all other provisions of this Covenant shall continue in full force and effect pursuant to the terms hereof. This Covenant shall be governed by and construed under the laws of State of Wisconsin.

[See attached signature pages.]

SIGNATURE PAGE OF OWNER(S)

IN WITNESS WHEREOF, The Owner has executed the Covenant as of the date first above written.

NAME

By: _____
Print Name: _____
Print Title: _____

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me, a notary public for the above State and County, this ____ day of _____, 2013, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Print Name: _____
Notary Public, State of Wisconsin
My Commission expires:

NAME

By: _____
Print Name: _____
Print Title: _____

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me, a notary public for the above State and County, this ____ day of _____, 2013, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Print Name: _____
Notary Public, State of Wisconsin

My Commission expires:

EXHIBIT A

Legal Description of Property