

**CONSERVATION EASEMENT**

*[Development name, if applicable; Property Owner]*

This Conservation Easement is made by and between the **City of Franklin**, a municipal corporation of the State of Wisconsin, hereinafter referred to as “Grantee,” and \_\_\_\_\_ *[Property Owner]* \_\_\_\_\_, a \_\_\_\_\_ *[entity type, e.g., Wisconsin Limited Liability Company]* \_\_\_\_\_, hereinafter referred to as “Grantor,” and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to § 700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, described in Exhibit A attached hereto and hereby made a part hereof (protected property); and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, *[list the specific resources on the protected property and the Natural Resource Protection Plan date and preparer and any revisions thereto]*, which Plan is on file in the office of the City of Franklin Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems; and

WHEREAS, Grantee is a “holder”, as contemplated by § 700.40(1)(b)1. of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under § 62.23 and § 236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space and water areas; and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of the conservation easement on, over and across the protected property, desire to conserve the natural values thereof and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this conservation easement; and

WHEREAS, the Grantee is willing to accept this conservation easement subject to the reservations and to the covenants, terms, conditions and restrictions set out herein and imposed hereby;

WHEREAS, \_\_\_\_\_ *[Mortgage Holder]* \_\_\_\_\_, mortgagee of the protected property (“Mortgagee”), consents to the grant of this conservation easement by Grantor to Grantee and Mortgagee’s consent is attached hereto and identified as “Mortgage Holder Consent”.

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions subsequently contained, and as an absolute and unconditional dedication, does hereby grant and convey unto the Grantee a conservation easement in perpetuity on, over and across the protected property.

Grantee’s rights hereunder shall consist solely of the following:

1. To view the protected property in its natural, scenic, and open condition;
2. To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee’s right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and
3. To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant.

And in furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the protected property in perpetuity, namely, that, on, over or across the protected property, the Grantor, without the prior consent of the Grantee, shall not:

1. Construct or place buildings or any structure;

2. Construct or make any improvements, unless, notwithstanding Covenant 1. above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect; such improvements as may be so approved being intended to enhance the resource value of the protected property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like;
3. Excavate, dredge, grade, mine, drill or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees;
4. Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste or other landscape materials, ashes, garbage, or debris;
5. Plant any vegetation not native to the protected property or not typical wetland vegetation;
6. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.

To have and to hold this conservation easement unto the Grantee forever. Except as expressly limited herein, the Grantor reserves all rights as owner of the protected property, including, but not limited to, the right to use the protected property for all purposes not inconsistent with this grant. Grantor shall be responsible for the payment of all general property taxes levied, assessed or accruing against the protected property pursuant to law.

The covenants, terms, conditions and restrictions set forth in this grant shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors, and assigns, and shall constitute servitudes running with the protected property in perpetuity. This grant may not be amended, except by a writing executed and delivered by Grantor and Grantee or their respective personal representatives, heirs, successors, and assigns. Notices to the parties shall be personally delivered or mailed by U.S. Mail registered mail, return receipt requested, as follows:

To Grantor:  
*[Owner/Developer*  
*Attn:*  
*Mailing Address*  
*City, State, Zip]*

To Grantee:  
City of Franklin  
Office of the City Clerk  
9229 West Loomis Road  
Franklin, Wisconsin 53132

In witness whereof, the Grantor has set *[his/her/their/its]* hand*[s]* *[and seal[s]]* on this date of \_\_\_\_\_,  
20\_\_.

*[Grantor]*

By: \_\_\_\_\_  
*[Name and if applicable, Title]*

STATE OF WISCONSIN            )  
  ) ss  
\_\_\_\_\_  
  ) COUNTY

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ *[Name]* \_\_\_\_\_, as \_\_\_\_\_ *[Title]* \_\_\_\_\_ of \_\_\_\_\_ *[Grantor]* \_\_\_\_\_, a \_\_\_\_\_ *[entity type, e.g., Wisconsin Limited Liability Company]* \_\_\_\_\_, to me known to be the person*[s]* who executed the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said \_\_\_\_\_ *[Grantor]* \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

**Acceptance**

The undersigned does hereby consent to and accepts the Conservation Easement granted and conveyed to it under and pursuant to the foregoing Grant of Conservation Easement. In consideration of the making of such Grant Of Conservation Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by § 236.293 of the Wisconsin Statutes.

In witness whereof, the undersigned has executed and delivered this acceptance on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF FRANKLIN

By: \_\_\_\_\_  
John R. Nelson, Mayor

By: \_\_\_\_\_  
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN         )  
  ) ss  
COUNTY OF MILWAUKEE     )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above named John R. Nelson, Mayor and Shirley J. Roberts, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No. \_\_\_\_\_, adopted by its Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
  
My commission expires \_\_\_\_\_

This instrument was drafted by the City of Franklin.

Approved as to contents:

\_\_\_\_\_  
Régulo Martínez-Montilva  
Planning Manager  
Department of City Development

\_\_\_\_\_  
Date

Approved as to form only:

\_\_\_\_\_  
Jesse A. Wesolowski  
City Attorney

\_\_\_\_\_  
Date

**MORTGAGE HOLDER CONSENT**

The undersigned, (*[name of mortgagee]*), a [*Wisconsin*] banking corporation (“Mortgagee”), as Mortgagee under that certain Mortgage encumbering the **protected** property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on \_\_\_\_\_, 20\_\_\_\_, as Document No. \_\_\_\_\_, hereby consents to the execution of the foregoing easement and its addition as an encumbrance title to the Property.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officer [*s*], and its corporate seal to be hereunto affixed, as of the day and year first above written.

*[Name of Mortgagee]*  
a [*Wisconsin*] Banking Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WISCONSIN            )  
  )ss  
COUNTY OF MILWAUKEE     )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_ *[Name]*, as \_\_\_\_\_ *[Title]* of \_\_\_\_\_ *[name of mortgagee]*, a [*Wisconsin*] banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: \_\_\_\_\_

Notary Public, State of [*Wisconsin*]

My commission expires \_\_\_\_\_

Exhibit A