

Memo

To: Plan Commission, Village Board

Fr: Trevor Fuller, Planning and Zoning Administrator

Re: ACTION RE: PETITION FROM THOMAS M. O’ROURKE – REQUESTING CONDITIONAL USE PERMIT APPROVAL FOR RESIDENTIAL AND RETAIL TRADE/SERVICE MIXED-USE ON PARCEL AL-1038, LOCATED AT 535 GREENE AVENUE (formerly Village of Allouez Water Works Pump House)

Date: 14 May 2019

A Conditional Use Permit (CUP) has been requested by Thomas M. O’Rourke to allow for a residential and retail trade/service mixed-use in an existing building on parcel AL-1038, located at 535 Greene Avenue. The parcel is currently being petitioned to be rezoned Commercial District, which allows for select mixed-uses as a conditional use.

Below is an exterior picture and aerial photograph of the existing building. The property owner intends to leave the building footprint existing for the first phase of the project; using one side of the building as a tool library and the other portion as a pop-up art gallery and residence. The residential component cannot proceed without being granted a conditional use permit. Future phases include additional residential and art gallery space.



Any future additions or changes to the building footprint will have to go through the Site Plan and Design Review process and be consistent with the zoning requirements for a Commercial District. Interior alterations or a change of commercial use will have to be approved by the Building Inspector to ensure the building is up to date.

Sections 475-19 and 475-58 of the village ordinances require the following standards for granting a Conditional Use Permit.

Section 475-19E(b): Mixed residential and commercial uses.

- (i) *Separate entrances shall be provided for each class of use.*
- (ii) *Off-street parking requirements shall be complied with for each class of use; see Article IV for required spaces. Separate parking areas shall be provided for residential and non-residential uses and shall be clearly defined as such, except if after the Plan Commission reviews and provides a recommendation, and the Village Board deems the uses are compatible to share in parking. In the instance that shared parking is deemed acceptable, the use with the more required spaces shall be applied.*
- (iii) *Accessory structures, including detached garages, shall not be visible from the primary fronting road.*
- (iv) *Front yard and side yard requirements shall conform to the Commercial District standards, but shall not be applied to nonconforming buildings.*
- (v) *The floor area ratio shall not exceed 1.5.*

Section 475-58: Standards.

- A. The establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare;*
- B. The conditional use will not substantially reduce the use and enjoyment of other property in the immediate vicinity for the purposes already permitted and shall not substantially diminish or impair property values within the neighborhood;*
- C. Adequate facilities, access roads, drainage, parking, and any other necessities have been or are being provided;*
- D. Adequate measures have been or will be taken to provide ingress and egress so designated as to minimize traffic congestion in the public streets; and*
- E. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.*

Staff has reviewed the proposed application and recommends approval, assuming parking needs can be met.

Plan Commission is asked to make a recommendation whether or not to approve a Conditional Use Permit for the proposed mixed-use at 535 Greene Avenue. The motion should specify the conditions, if any, of the Conditional Use Permit.

Village of Allouez, 1900 Libal St., Allouez, WI 54301

Receipt# _____ Date: _____

**VILLAGE OF ALLOUEZ
PETITION FOR CONDITIONAL USE
(\$300 required petition fee)**

Please complete this form. In cases where the description of the requested information is too lengthy to include in the space allowed, please include it on a separate sheet with this application.

Name of petitioner: THOMAS O'ROURKE Phone: 310.770.0221

Mailing address: 9011 BURROUGHS RD, LOS ANGELES, CA 90046

1. The petitioner's interest in the property: OWNER

2. The present name shown on the title of the property: THOMAS O'ROURKE

3. The legal description of the property under consideration (including parcel # and street address):

THE EAST 100 FEET OF THE SOUTH 188 FEET OF LOT 23 AND THE WESTERLY 15 FEET OF THE SOUTH 188 FT OF LOT 22, ACC. TO THE RECORDED PLAT OF GREENE AND VROMAN'S SUBDIVISION 1, IN THE VILLAGE OF ALLOUEZ, BROWN COUNTY, WISCONSIN.

4. The size of the property: 115 X 180

5. The property is presently zoned as Class: INDUSTRIAL / CITY OWNED

6. The petitioner seeks a conditional use for: COMMERCIAL / RESIDENTIAL MIXED USE, PLUS SECOND STORY OVER REAR TANK

7. Describe the proposed use in detail (i.e. the nature of the use, number of employees, and any physical changes required to buildings and existing facilities):

COMMERCIAL / RESIDENTIAL / POP-UP ART GALLERY, 2 BEDROOM MIDRISE UNIT. ROUND TANK WILL BE ART GALLERY OR WAREHOUSE SPACE. SECOND FLOOR OVER REAR TANK WILL BE A GALLERY OR RESIDENTIAL SPACE.

8. Attached is a proposed elevation of the structure or an example of the exterior and a certified survey map, a copy of the plat on which the property is shown, or a proposed site plan,

9. The proposed construction schedule for the project (anticipated start and duration): IN 2020, AFTER APPROVAL BY STATE OF WISCONSIN AND ALLOUEZ HISTORICAL SOCIETY, DURATION ABOUT 5 YRS.

10. Other reports and studies, as requested by the village, which are necessary for ensuring that the standards in Section 475-58 are met.

Dated this 9TH day of MAY, 2019

DocuSigned by:
Thomas O'Rourke
Petitioner Signature

Owner Signature (if different than petitioner)

TO BE COMPLETED BY THE VILLAGE OF ALLOUEZ

_____ Date of Plan Commission _____ Date of Village Board _____ Date of public hearing (if scheduled)

*Conditions and stipulations required by the Village Board (attached)

535 GREENE AVE., ALLOUEZ, WI.

PHASE 1

- a. Repair roof
- b. Replace electrical/water/gas
- c. Paint and plaster interior
- d. Pop-up art gallery and residence.
- e. Tool library
- f. Rezone as commercial with multi-residential.
- g. One parking space per 1000 sq ft of heated space.

PHASE 2

- a. Obtain state/City approval for doors to both rear tanks.
- b. Level floors with permit for 2-bedroom.
- c. Provide access for 3 half-bathrooms for the gallery.
- d. Possible efficiency unit in rear of tool library.

PHASE 3

- a. 2nd story over rear round tank.
Residential or commercial zoning to be determined.
- b. Deck over square tank.
- c. Create additional parking space per every 1000 sq ft of heated space.
- d. No covered parking or garages required.

PROPOSED SET-UP FOR PARKING

- | | |
|---|-------------|
| 1. Pop-up art gallery/residence | 1 - phase 1 |
| 2. Tool library | 1 - phase 1 |
| 3. Efficiency unit | 1 - phase 2 |
| 4. 2-bedroom residential unit | 2 - phase 2 |
| 5. Round tank, lower | 3 - phase 2 |
| 6. Round tank additional 2 nd storey | 4 - phase 3 |



COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WFG National Title Insurance Company, a South Carolina corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.


COMMITMENT CONDITIONS


1. DEFINITIONS

- a. "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- b. "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways,

In **Witness Whereof**, WFG NATIONAL TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed by its duly authorized officers as of Date of Commitment shown in Schedule A.

WFG NATIONAL TITLE INSURANCE COMPANY

By: 
 President

ATTEST: 
 Secretary



This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by WFG National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy

- c. "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - d. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - e. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - f. "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - g. "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge
 - h. "Title": The estate or interest described in Schedule A
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A
 - e. Schedule B, Part I—Requirements;
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

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- e. The Company shall not be liable for the content of the Transaction Identification Data, if any.
- f. In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- c. Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

BAY TITLE AND ABSTRACT, INC.

Privacy Policy Notice

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, or affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

Bay Title & Abstract, Inc.
345 S. Monroe Avenue Green Bay, WI 54301
Phone: (920) 431-6100 Fax: (920) 431-6101
Issuing Agent for:
WFG National Title Insurance Company
12909 SW 68th Pkwy, Suite 350 Portland, OR 97223

ALTA Universal ID:

Loan ID No.:

Commitment Schedule A

File Number: TI-104779-WFG

Revision No.:

1. Effective Date: 8/6/2018, at 12:01:00AM

2. Policy (or Policies) to be issued:

(a) ALTA OWNERS POLICY 6-17-06

Policy Amount

\$1,100.00

Proposed Insured: Thomas M. O'Rourke

(b) ALTA LOAN POLICY 6-17-06

Proposed Insured:

\$0.00

(c)

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Village of Allouez

5. The land referred to in this Commitment is described as follows:

The East 100 feet of the South 188 feet of Lot Twenty-three (23) and the Westerly 15 feet of the South 188 feet of Lot Twenty-two (22), according to the recorded Plat of Greene and Vroman's Subdivision No. 1, in the Village of Allouez, Brown County, Wisconsin.

Property Address: 535 Greene Avenue Green Bay, WI 54301

Tax Parcel Number: AL-1038

The Property Address and tax parcel number shown herein is for informational purposes only.

Bay Title & Abstract, Inc.

By: _____


John C. May, President

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Commitment Schedule B - Section 1

File Number: TI-104779-WFG

REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both,
 - 4A. Provide a copy of the Resolution whereby the Board of Trustees for the Village of Allouez duly authorized the sale of the property described in Schedule A herein. Said Resolution shall also set forth the name(s) of person(s) duly authorized to execute the necessary documents of conveyance.
 - 4B. Deed from Village of Allouez to Thomas M. O'Rourke.

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Commitment Schedule B - Section 2

File Number: TI-104779-WFG

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
2. Easements, claims of easements or encumbrances that are not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflict in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. The lien of the general real estate taxes for the year 2018 and thereafter.
7. The lien of any special assessments, taxes or charges.
8. Rights of the public in that portion of the within described premises lying within the limits of public roads and public rights of way.
9. Historic Conservation Easement recorded as Doc. No. 2802705.

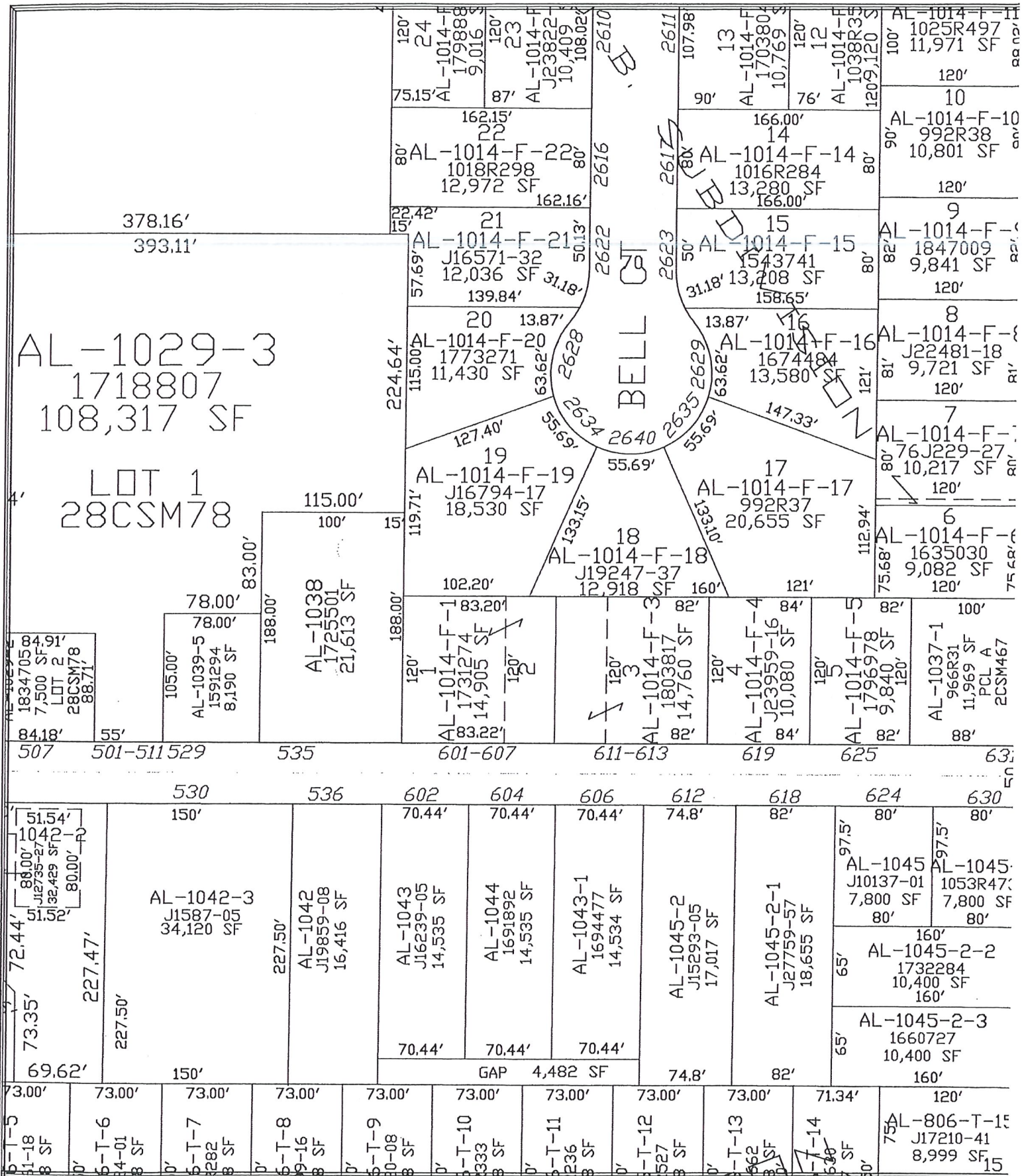
NOTE: The 2017 Real Estate Taxes are EXEMPT.

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AL-1029-3
1718807
108,317 SF

LOT 1
28CSM78

AL-1038
1725501
21,613 SF

BELL CAT

This is a compilation of records and data located in various county offices and is to be used for reference purposes only. The map is controlled by the field measurements between the corners of the Public Land Survey System and the parcels are mapped from available records which may not precisely fit field conditions. Brown County is not responsible for any inaccuracies.

Scale 1" = 100'

© 2006 I
This map was created by the provided by the Village of Al

**HISTORIC CONSERVATION
EASEMENT**



8 0 4 0 5 9 1 7
Tx:40267938

2802705

**CHERYL BERKEN
BROWN COUNTY RECORDER
GREEN BAY, WI**

**RECORDED ON
10/05/2017 4:06 PM**

REC FEE: 30.00

EXEMPT #

PAGES: 5

Recording area

Name and return address:

Attorney Randall L. Gast

Hanaway Ross, S.C.

345 S. Jefferson Street

Green Bay, WI 54301

DUP-5

AL-1089

(Parcel Identification Number)

This instrument drafted by:
Attorney Randall L. Gast
Hanaway Ross, S.C.
345 S. Jefferson Street
Green Bay, WI 5301



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 **535 Greene 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 Pump House** and is more fully described as:

THE EAST 100 FEET OF THE SOUTH 188 FEET OF LOT 23 AND THE WESTERLY 15 FEET OF THE SOUTH 188 FEET OF LOT 22, GREENE AND VROMAN'S SUBDIVISION NO. 1, IN THE VILLAGE OF ALLOUEZ, BROWN COUNTY, WISCONSIN (Tax Parcel No. AL-1089).

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 Mediterranean Revival style of the PROPERTY, with additions being consistent with this style, including a consistent brick exterior; and
2. Single story building; and
3. Symmetrical brick façade with the central door flanked on each side by two large windows and with brick quoin pilasters at the corners; and
4. Tiled roof overhang; and
5. Decorative parapet.

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

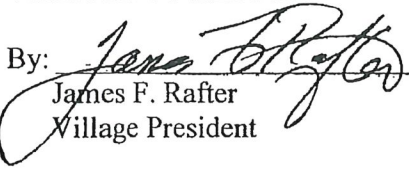
- 1) The OWNER agrees to assume the cost of continued maintenance and repair of the PROPERTY in accordance with the recommended approaches in the Secretary of the Interior's standards for rehabilitation and associated guidelines, or substantially similar standards of the VILLAGE, so as to preserve the 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 (HPC). Should the Owner have any objection to any portion of the Certificate of Appropriateness issued by the HPC, the Owner shall have a 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 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 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 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.

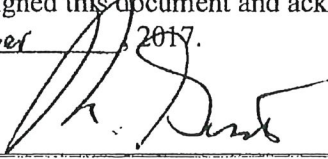
VILLAGE OF ALLOUEZ

By: 
James F. Rafter
Village President

Date: 10/3/17

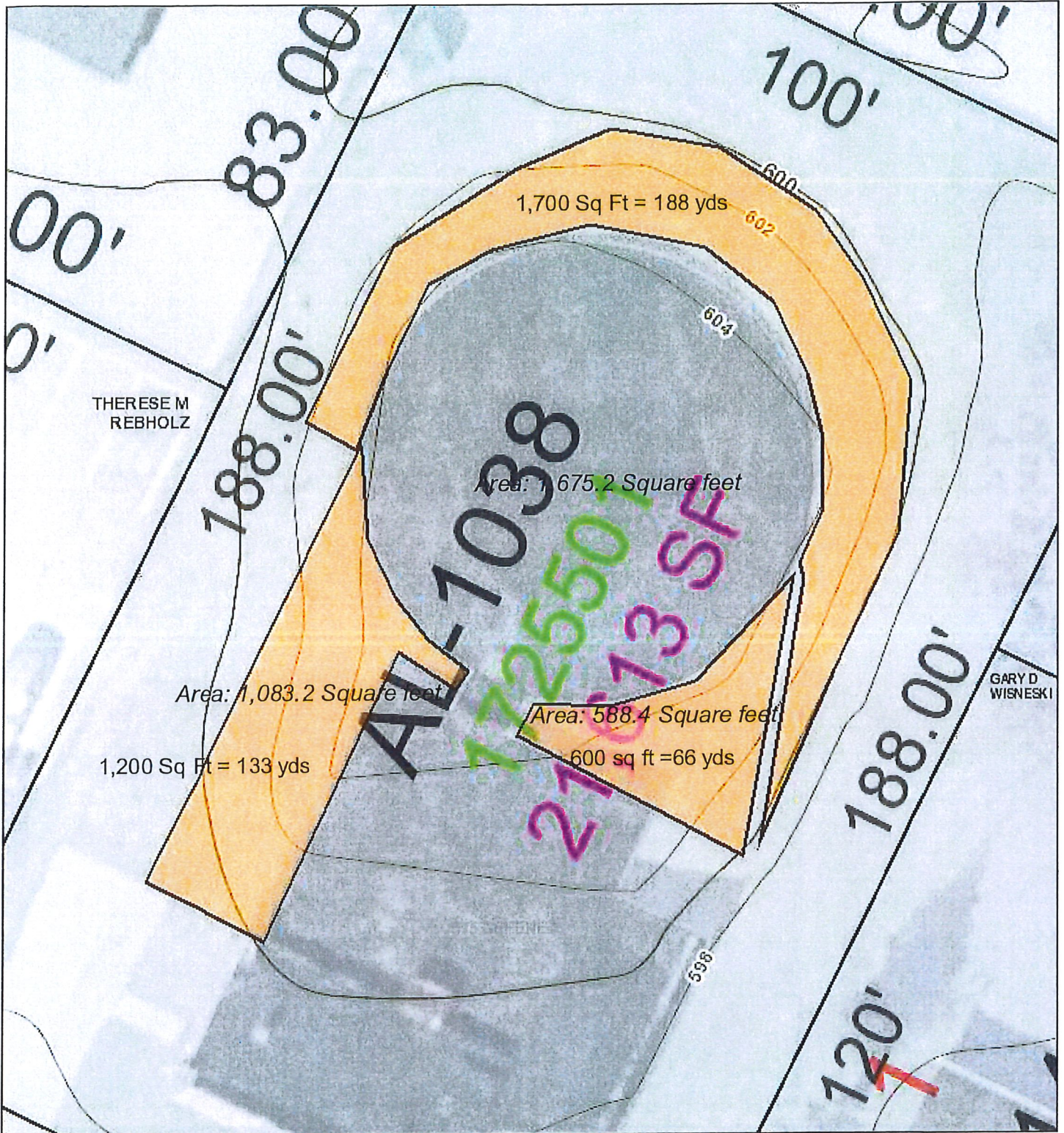
STATE OF WISCONSIN
COUNTY OF BROWN

The above named James F. Rafter, Village President, personally came before me, attested to and signed this document and acknowledged the same on this 3rd day of October, 2017.



Notary Public, State of Wisconsin
My commission is permanent/expires _____.

535 Greene, Excavating Berm & Basement

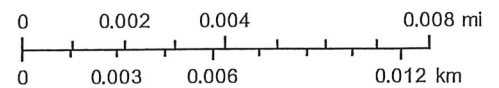


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• Spot Elevation Points 2010



2' Contours 2010

- Index Contour
- Intermediate Contour

