



Wisconsin Department of Agriculture, Trade and Consumer Protection
Agricultural Resource Management Division
PO Box 8911
Madison, WI 53708-8911
(608)224-4633

FARMLAND PRESERVATION AGREEMENT

Sec. 91.60, Wis. Stats.

County of _____

Town of _____

Agreement No. _____

Covers Approximately _____ Acres.

Agricultural Enterprise Area No. _____

THIS AGREEMENT TAKES EFFECT WHEN IT IS SIGNED BY ALL OWNERS OF THE LAND COVERED BY THE FARMLAND PRESERVATION AGREEMENT AND BY THE DEPARTMENT AND REMAINS IN EFFECT FOR 15 YEARS FROM THAT DATE.

This space is reserved for recording data

Return to:

**Department of Agriculture, Trade and Consumer Protection
ARM-Farmland Preservation
PO Box 8911
Madison, WI 53718-6777**

Parcel Identification Number: _____

The Parties enter into this Farmland Preservation Agreement ("Agreement") pursuant to s. 91.60(1), Wis. Stats., for the purpose of preserving farmland and making the Landowner eligible for farmland preservation tax credits under s. 71.613, Wis. Stats.

PARTIES

The Parties to this Agreement ("Parties") are as follows:

(1) The Wisconsin Department of Agriculture, Trade and Consumer Protection ("Department") is an agency of the State of Wisconsin. The Department administers Wisconsin's Farmland Preservation Law under ch. 91, Wis. Stats. On behalf of the State of Wisconsin, the Department is authorized under s. 91.60(1), Wis. Stats., to enter into farmland preservation agreements with owners of eligible land.

(2) The following persons (collectively referred to as "the Landowner") are the owners of the "Covered Land," and are jointly and severally obligated by this Agreement:

NAME(S)

ADDRESS(ES)

COVERED LAND

This Agreement applies to the land that is specifically described in *Appendix A* to this agreement ("Covered Land").

AUTHORITY, PURPOSE AND CONSIDERATION

The Department enters into this Agreement under authority of s. 91.60(1), Wis. Stats., in order to carry out the State of Wisconsin's purpose to preserve land for agricultural use. In consideration for the covenants made under this Agreement, the Landowner and succeeding owners of the Covered Land may for the duration of this Agreement claim farmland preservation tax credits on the Covered Land to the extent provided in s. 71.613, Wis. Stats. For the duration of this Agreement, the Covered Land is also exempt from special assessments for sanitary sewers and water to the extent provided in s. 91.70, Wis. Stats.

EFFECTIVE DATE AND TERM

This Agreement takes effect when it is signed by all of the Parties. This Agreement remains in effect for 15 years from its effective date. This Agreement terminates automatically on the scheduled termination date, without any further action or recording by the Parties.

LAND USE RESTRICTIONS

The Landowner agrees to the following land use restrictions on the Covered Land for the duration of this Agreement:

General Restrictions

The Covered Land is limited to the following uses (see *DEFINITIONS* below):

- (1) Agricultural uses.
- (2) Accessory uses.
- (3) Undeveloped natural resource and open space uses.
- (4) The following pre-existing uses that have no material adverse impact on agricultural use of the Covered Land and are compatible with agricultural use on the covered land and adjacent lands (*identify allowed pre-existing uses, if any*): These pre-existing uses may be maintained, but may not be materially expanded.

Special Restrictions, If Any

The following special restrictions apply to the Covered Land (*enter additional restrictions, if any*):

SOIL AND WATER CONSERVATION STANDARDS (FARM CONSERVATION PRACTICES)

The Landowner agrees to comply with the soil and water conservation standards that are in place on the effective date of the agreement, as prescribed under s. ATCP 50.04, Wis. Adm. Code. The landowner must comply with applicable standards on the entire farm even if this agreement covers only a portion of the farm. If the Landowner leases the land to another person who uses the land for agricultural purposes, the Landowner will ensure that the leaseholder also complies with those conservation practices.

AGREEMENT RUNS WITH THE LAND

This Agreement runs with the Covered Land for the term of the Agreement. This Agreement binds, benefits and is enforceable by the Parties and their successors and assigns, including subsequent owners of the Covered Land, except that a person with a real estate interest in the Covered Land is not liable for a breach of this Agreement that occurs after that person has transferred all of his or her interest.

ACCESS TO COVERED LAND

This Agreement does not require the Landowner to allow public access to the Covered Land. However, the Landowner agrees to permit reasonable access by authorized representatives of the Department and the county land conservation committee, for the purpose of monitoring compliance with this Agreement.

RELEASING LAND FROM AGREEMENT

At the Landowner's request, the Department may at any time prior to the expiration of this Agreement release some or all of the Covered Land from this Agreement as provided in s. 91.66, Wis. Stats. For each acre of Covered Land released from this Agreement, the Landowner must pay a conversion fee as provided in s. 91.66(1)(c), Wis. Stats. A Landowner is not required to pay a conversion fee at the normal expiration of this Agreement, but only when the Landowner asks the Department to release Covered Land prior to the scheduled expiration date of this Agreement.

AMENDMENTS

The Parties may, by mutual consent, amend this Agreement at any time prior to the expiration of this Agreement. Amendments must be consistent with the purposes of this Agreement, and with applicable law including ch. 91, Wis. Stats., as it applies at the time of amendment. An amendment must be in writing. An amendment takes effect when signed by all of the Parties (or their successors in interest). The expiration date of the amended Agreement must be the same as that of this original Agreement (an amendment may not be used to extend the term of this Agreement).

APPLICABLE LAW

This Agreement, and the benefits and responsibilities of the Parties under this Agreement, will be interpreted in light of s. 71.613 and ch. 91, Wis. Stats., and related administrative code provisions, as they exist on the effective date of this agreement (or, to the extent affected by an amendment to this agreement, on the effective date of the amendment). This Agreement does not exempt the Landowner from any duty to comply with other applicable law, including other applicable land use regulations or zoning ordinances.

ENFORCEMENT

The Department, in addition to pursuing any other remedy provided by law, may bring an action in circuit court under s. 91.68, Wis. Stats., to enforce this Agreement. The Department may ask the court to restrain by temporary or permanent injunction any change in land use that violates this Agreement, and may seek a civil forfeiture for a change in land use that violates this Agreement. The Department may seek a civil forfeiture of up to twice the fair market value of the Covered Land at the time of the violation.

DEFINITIONS

In this Agreement:

- (1) **"Agricultural use"** means any of the following activities conducted for the purpose of producing an income or livelihood:
 - (a) Crop or forage production.
 - (b) Keeping livestock.
 - (c) Beekeeping.
 - (d) Nursery, sod or Christmas tree production.
 - (e) Floriculture.
 - (f) Aquaculture.
 - (g) Fur farming.
 - (h) Forest management.
 - (i) Enrollment of land in a federal agricultural commodity payment program or a federal or state agricultural land conservation payment program.
- (2) **"Accessory use"** means any of the following land uses on a farm:
 - (a) A building, structure or improvement that is an integral part of, or is incidental to, an agricultural use.
 - (b) An activity or business operation that is an integral part of, or incidental to, an agricultural use.
 - (c) A farm residence.
 - (d) A business, activity or enterprise, whether or not associated with an agricultural use, that is conducted by the owner or operator of a farm, that requires no buildings, structures or improvements other than those described in subd. 1. or 3., that employs no more than 4 full-time employees annually, and that does not impair or limit the current or future agricultural use of the Covered Land or other protected farmland.
- (3) **"Farm"** means land under common ownership that is primarily devoted to agricultural use.
- (4) **"Farm residence"** means a single-family or duplex residence that is the only residential structure on the farm or is occupied by any of the following:
 - (a) An owner or operator of the farm.
 - (b) A parent or child of the owner or operator of the farm.
 - (c) An individual who earns more than 50 percent of his or her gross income from the farm.

AGREEMENT SIGNED BY THE PARTIES

The following Parties make and sign this Agreement:

LANDOWNER SIGNATURE	LANDOWNER SIGNATURE
_____	_____
Date	Date
State of Wisconsin))ss County of _____)	State of Wisconsin))ss County of _____)
This instrument was acknowledged before me on the _____ day of _____, 20__ , by	This instrument was acknowledged before me on the _____ day of _____, 20__ , by
_____	_____
Notary Signature	Notary Signature
(Please print name of Notary) _____ Notary Public, State of Wisconsin	(Please print name of Notary) _____ Notary Public, State of Wisconsin
My commission expires (is permanent) _____	My commission expires (is permanent) _____

STATE OF WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION

Alison Volk, Chief	Land Management Section Division of Agricultural Resource Management	Date
_____	_____	_____
State of Wisconsin))ss County of _____)		
This instrument was acknowledged before me on the _____ day of _____, 20__ , by _____		
as <u>Chief of the Land Management Section</u> of The Wisconsin Department of Agriculture, Trade, and Consumer Protection.		

Notary Signature		
(Please print name of Notary) _____ Notary Public, State of Wisconsin		
My commission expires (is permanent) _____		

APPENDIX A

Legal Description of Covered Land:

SAMPLE