



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 MODIFICATION

Sec. 91.60(3)(c), Wis. Stats.

County of

Town of

Agreement No.

Modified Agreement No.

Expiration Date

Covers Approx. Acres

THIS MODIFICATION OF A FARMLAND PRESERVATION 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 UNTIL THE AGREEMENT EXPIRES ON THE DATE LISTED ABOVE.

THIS AGREEMENT TERMINATES AUTOMATICALLY ON THE SCHEDULED EXPIRATION DATE, WITHOUT ANY FURTHER ACTION OR RECORDING BY THE PARTIES.

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(s):

The land described in *Appendix A* is subject to a farmland preservation agreement (Agreement No. listed above) that remains in effect until the agreement expiration dated listed above. This modified Agreement applies to the land that is specifically described in *Appendix A* ("Covered Land").

The Parties to this Agreement Modification ("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), 2009 Wis. Stats., to enter into farmland preservation agreements with owners of eligible land.

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

NAME(S)

ADDRESS(ES)

(3) The Parties enter into this modified Agreement under authority of s. 91.60(1), 2009 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 modified Agreement, the Owner and succeeding owners of the Covered Land may for the duration of this modified Agreement claim farmland preservation tax credits on the Covered Land to the extent provided in s. 71.613, 2009 Wis. Stats. For the duration of this modified Agreement, the Covered Land is also exempt from special assessments for sanitary sewers and water to the extent provided in s. 91.70, 2009 Wis. Stats.

(4) This modified Agreement takes effect when it is signed by all of the Parties. This Agreement remains in effect until the Agreement expires on the date listed above. This Agreement terminates automatically on the scheduled expiration date without any further action or recording by the Parties.

The Farmland Preservation Agreement (Agreement No. listed above) is modified to read as follows:

1. The term "agricultural use" when used in this Agreement shall mean 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. The term "accessory use" when used in this Agreement shall mean 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, structure or improvements other than those described in subd. a. or c., 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. The term "farm" when used in this agreement means land under common ownership that is primarily devoted to agricultural use.
4. The term "farm residence" when used in this agreement 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.
5. This modified Agreement is made and entered into pursuant to the provisions of Wisconsin's Farmland Preservation Law (ss. 91.01 to 91.86, 2009 Wis. Stats.) and all of the provisions of said law as they exist on the date this modified Agreement is executed are incorporated herein by reference and made a part of the Agreement.

6. The Covered Land shall be devoted to agricultural uses, accessory uses, or undeveloped natural resource and open space uses. If the use of the Covered Land is changed to a use other than these uses without first terminating the Agreement under s. 91.66, 2009 Wis. Stats., the Owner or successor in title can be subject to the provisions of s. 91.68, 2009 Wis. Stats. At the Owner'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, 2009 Wis. Stats. For each acre of Covered Land released from this Agreement, the Owner must pay a conversion fee as provided in s. 91.66(1)(c), 2009 Wis. Stats.
7. No structure may be built on the Covered Land except for an agricultural use or an accessory use.
8. Land improvements on the Covered Land shall not be made except for an agricultural use or an accessory use.
9. The Owner agrees to comply with the farm conservation practices prescribed under s. ATCP 50.04, Wis. Admn. Code, on the entire farm affected by this agreement, even if this agreement covers only a portion of the farm. If the Owner leases the land to another person who uses the land for agricultural purposes, the Owner will ensure that the leaseholder also complies with those conservation practices.

NOTE: *Compliance with a farm conservation plan approved by the county land conservation committee may meet this requirement. Consult with your county land conservation department. Continued compliance with the farm conservation practices are required in order to be eligible to collect the tax credits.*

10. 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.
11. This Agreement remains in effect until the agreement expires on the date listed above. This Agreement terminates automatically on the scheduled expiration date, without any further action or recording by the Parties.
12. This agreement may only be relinquished, released or terminated as provided in s. 91.66, 2009 Wis. Stats. For each acre of Covered Land relinquished, released or terminated from this Agreement, the Landowner must pay a conversion fee as provided in s. 91.66(1)(c), 2009 Wis. Stats.
13. The Owner is not required to pay a conversion fee at the normal expiration of this Agreement, but only when the Owner asks the Department to release Covered Land prior to the scheduled expiration date of this Agreement.
14. Failure to comply with any of the terms, covenants, conditions or restrictions of the Agreement, by the Owner or successor in title shall, in addition to any other remedies at law, subject the Owner or successor in title to the provisions of s. 91.68, 2009 Wis. Stats. The Department, in addition to any other remedy provided by law, may bring an action in circuit court under s. 91.68, 2009 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.
15. The Owner or successor in title shall receive the credits claimable under s. 71.613, 2009 Wis. Stats., provided all of the requirements under s. 71.613, 2009 Wis. Stats., are satisfied each year that the credits are claimed under this modified Agreement.

CONSENT TO MODIFICATION

The following Parties make and sign this modification to the Agreement:

<p>LANDOWNER SIGNATURE</p> <p>_____</p> <p style="text-align: center;">Date</p> <p>State of Wisconsin))ss County of _____)</p> <p>This instrument was acknowledged before me on the _____ day of _____, 20__ , by</p> <p>_____</p> <p style="text-align: center;">Notary Signature</p> <p>(Please print name of Notary) _____ Notary Public, State of Wisconsin</p> <p>My commission expires (is permanent) _____</p>	<p>LANDOWNER SIGNATURE</p> <p>_____</p> <p style="text-align: center;">Date</p> <p>State of Wisconsin))ss County of _____)</p> <p>This instrument was acknowledged before me on the _____ day of _____, 20__ , by</p> <p>_____</p> <p style="text-align: center;">Notary Signature</p> <p>(Please print name of Notary) _____ Notary Public, State of Wisconsin</p> <p>My commission expires (is permanent) _____</p>
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STATE OF WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION

Alison Volk, Chief	Land Management Section	Date
	Division of Agricultural Resource Management	

State of Wisconsin)
)ss
County of _____)

This instrument was acknowledged before me on the _____ day of _____, 20__ , by _____

as Chief of the Land Management Section 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) _____

CONSENT TO AGREEMENT

The following Holder of an Interest in the Covered Land hereby agrees that the Holder's Interest is subject to the terms of this Agreement between the Owner and the Department.

SIGNATURE OF DESIGNEE

Signature

_____ as _____ of _____
Print Name

being the owner and holder of a certain _____ which is recorded at _____ in the County Register of Deeds Office against said premises does hereby subordinate its interest and join in and consent to said farmland preservation agreement free of said lien.

State of Wisconsin)
)ss
County of _____)

This instrument was acknowledged before me on the _____ day of _____, 20____, by

_____ as _____ of _____
(Title)

Notary Signature

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

This Instrument was drafted by the Wisconsin Department of Agriculture, Trade and Consumer Protection based on Department Form # ARM-LWR-471 (8/13)

APPENDIX A

Legal Description of Covered Land:

SAMPLE