

FARMLAND PRESERVATION AGREEMENT

Agreement No. _____	Date of filing application _____	
80% CREDIT LEVEL	Effective _____	Expiration _____
First eligible tax year <u>YEAR</u>	Date _____	Date _____
Parcel No. (s) _____		

Contains Approximately X _____ acres		

THIS FARMLAND PRESERVATION AGREEMENT IS MADE, EXECUTED AND TAKES EFFECT ON THIS _____ day
of _____ A.D., 20 _____, by and between _____ **Name of Agreement Holder**

hereinafter referred to as the "Owner" and the Department of Agriculture, Trade and Consumer Protection hereinafter referred to as the "Department" for and on behalf of the State of Wisconsin.

WITNESSETH:

WHEREAS, the Owner owns real property in the County of County Name State of Wisconsin, hereinafter referred to as the "Subject Property", which is described as follows:

Description of Enrolled Lands

Continued on (Exhibit "A")

WHEREAS, the State of Wisconsin desires to preserve agricultural land, to maintain the agricultural economy, to assure a supply of food and fiber, to discourage the premature and unnecessary conversion of agricultural land to other uses; and to accomplish that, created Wisconsin's Farmland Preservation Law; and

WHEREAS, all the conditions required under Wisconsin's Farmland Preservation Law to enter into this Agreement have been satisfied; and

WHEREAS, both the Owner and the State of Wisconsin intend that the terms, conditions and restrictions of this Agreement be consistent with those agreements authorized by Wisconsin's Farmland Preservation Law (ss. 71.57 to 71.61 and ss. 91.01 to 91.80, Wis. Stats.), as that law exists on the date this Agreement is executed.

NOW, THEREFORE, the parties, in consideration of the benefits to each of them accruing by virtue hereof, AGREE that:

1. The term "agricultural use" when used in this Agreement shall have the same meaning as in s. 91.01(1), Wis. Stats.
2. This Agreement is made and entered into pursuant to the provisions of Wisconsin's Farmland Preservation Law (ss. 71.57 to 71.61 and ss. 91.01 to 91.80, Wis. Stats.); and all of the provisions of said law as they exist on the date this Agreement is executed are incorporated herein by reference and made a part of this Agreement.
3. The Subject Property shall be devoted to agricultural uses. If the use of the Subject Property is changed to other than an agricultural use without first acting under ss. 91.17 and 91.19, Wis. Stats., the Owner or successor in title can be enjoined from changing the use and is subject to civil penalty under s. 91.21, Wis. Stats.
4. Except as provided under s. 91.75(2), Wis. Stats., no structure may be built on the Subject Property except for use consistent with agricultural use or with the approval of the local governing body having jurisdiction and the Department. The phrase "local governing body having jurisdiction" shall have the same meaning as in s. 91.01(8), Wis. Stats. Under this agreement, the minimum parcel size to establish a residence is 35 acres. The only exceptions are when the residence is for immediate family members, which is defined as mother, father, son or daughter of the owner, and for persons or families with at least one adult that earns a majority of their income from conducting the farm operation. A structure made as an incident to a scenic, access or utility easement or license or lease for oil and natural gas exploration and extraction is deemed consistent with agricultural use.
5. Land improvements on the Subject Property shall not be made except for use consistent with agricultural use or with the approval of the local governing body having jurisdiction and the Department. The phrase "local governing body having jurisdiction" shall have the same meaning as in s. 91.01(8), Wis. Stats. A land improvement made as an incident to a scenic, access or utility easement or license or lease for oil and natural gas exploration and extraction is deemed consistent with agricultural use.
6. Public access to the Subject Property shall not be required for the owner to enter into this Agreement and receive tax credits.
7. The following further conditions and restrictions are deemed necessary to preserve the Subject Property or appropriate portions of it for agricultural use: _____

8. Farming operations on the Subject Property shall be conducted in compliance with reasonable soil and water conservation standards established under s. 92.105, Wis. Stats.

9. If ownership of the Subject Property or a portion thereof is to be conveyed or transferred by deed or land contract while the terms of this agreement are in effect to a transferee who has not signed this Agreement, the transferor shall notify the Department. It is specifically agreed that if such transfer of the Subject Property by deed or land contract takes place, the transferor shall file after the closing a transfer worksheet drafted by the Department which transfers all the terms, covenants, conditions, and restrictions of this Agreement and the Farmland Preservation Law including responsibility for all payback and penalty provisions under Wisconsin's Farmland Preservation Law to the transferee(s). It is further agreed that, transfer of any interest in the Subject Property made subsequent to this Agreement shall be subject to the terms, covenants, conditions, and restrictions of this Agreement and the Farmland Preservation Law until such time as the Agreement expires or the terms of the Agreement are relinquished as to the transferred interest. If transfers of any interest in the Subject Property are not done in accordance with the terms of this paragraph a lien may be filed against the subject property under s. 91.19(7), Wis. Stats. and the transfers may be voided by the Department, if it is necessary, for the enforcement of any of the terms, covenants, conditions or restrictions in this Agreement. A transfer worksheet can be obtained from the County Land Conservation office or the department.

10. If the Subject Property is being purchased by land contract, the land contract vendor shall sign this Agreement and shall thereby agree to all of the terms, conditions and restrictions of this agreement.

11. This Agreement shall commence on the date it is executed and be in effect for a period of 10 years from that date. This agreement shall expire on the _____ day of _____, _____.

12. This Agreement shall be relinquished by the Department on behalf of the State of Wisconsin at the expiration of this Agreement. Upon relinquishment of this Agreement at its expiration, a lien may be recorded against the Subject Property in accordance with s. 91.19(8), Wis. Stats.

13. "UPON RELINQUISHMENT (WITHDRAWAL OR EXPIRATION) OF THIS AGREEMENT, A PAYBACK OF CREDITS WITH INTEREST MAY BE REQUIRED."

14. This Agreement may only be relinquished, terminated or withdrawn from by the owner or successor in title prior to its expiration date according to the procedures established in s. 91.19, Wis. Stats. If this Agreement is relinquished, terminated or withdrawn from by the owner or successor in title prior to the expiration date, a lien shall be recorded against the Subject Property in accordance with s. 91.19(7), Wis. Stats.

15. No lien shall be recorded against the Subject Property when this Agreement is relinquished, terminated or withdrawn from if the Subject Property at the time of relinquishment is zoned for exclusive agricultural use under a zoning ordinance certified under subchapter V of Chapter 91, Wis. Stats. If any portion of the subject property is reentered into the Farmland Preservation Agreement under subchapter II of Chapter 91, Wis. Stats., after the Agreement has been relinquished, the lien on that portion of the subject property reentered shall be discharged.

16. This Agreement shall constitute a covenant running with the Subject Property for the period of time specified in paragraph 11 of this Agreement and shall be binding upon and inures to the benefit of the heirs, executors, administrators, successors, trustees and assigns of the parties during that period of time.

17. Failure to comply with any of the terms, covenants, conditions or restrictions of this Agreement by the Owner or successor in title while the terms of this Agreement are in effect shall, in addition to any other remedies at law, subject the Owner or successor in title to a civil penalty for actual damages and possible injunction under s. 91.21, Wis. Stats. Failure to comply with paragraph 8 of this agreement may, in accordance with s. 92.105(6) Stats., result in the issuance of a notice of noncompliance which prohibits the allowance of farmland preservation credits under ss. 71.57 to 71.61 Stats.

18. The Owner or successor in title shall receive the greater of the credits claimable under ss. 71.57 to 71.61, Wis. Stats., as such sections exist on the date this Agreement takes effect or the credits claimable under ss. 71.57 to 71.61, Wis. Stats., as such sections exist at the end of the year for which a claim for credit is filed, provided all the requirements of ss. 71.57 to 71.61, Wis. Stats., are satisfied each year that credits are claimed under this Agreement.

19. All the covenants, conditions and restrictions of this Agreement shall be in effect regardless of the receipt of tax credits by the Owner or successor in title in any year this Agreement is in effect.

IN WITNESS WHEREOF, The parties have executed this Agreement as of the date above written,

SIGNATURE OF LAND CONTRACT SELLER(S) (IF ANY)

SIGNATURE OF OWNER(S)

_____(SEAL) _____(SEAL)
_____(SEAL) _____(SEAL)
_____(SEAL) _____(SEAL)
_____(SEAL) _____(SEAL)

STATE OF WISCONSIN
DEPARTMENT OF AGRICULTURE,
TRADE AND CONSUMER PROTECTION

_____(SEAL)
Section Chief Name, Section Chief
Farmland Preservation Program

SIGNATURES TO BE ACKNOWLEDGED BY NOTARY PUBLIC:

INDIVIDUAL ACKNOWLEDGMENT (Landowner, Except Corporations)

STATE OF WISCONSIN)
) ss.
County)

Personally came before me, this _____ day of _____, 20____, the above named

TO ME KNOWN TO BE THE PERSON(S) who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County,
Wisconsin
My Commission (Expires) (Is) _____

INDIVIDUAL ACKNOWLEDGMENT (Landowner, Except Corporations)

STATE OF WISCONSIN)
) ss.
County)

Personally came before me, this _____ day of _____, 20____, the above named

TO ME KNOWN TO BE THE PERSON(S) who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County,
Wisconsin
My Commission (Expires) (Is) _____

DEPARTMENT ACKNOWLEDGMENT (Official Use Only)

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

This instrument was acknowledged before me on _____, 200X by Name, as Section Chief of the Department of Agriculture, Trade and Consumer Protection on behalf of the State of Wisconsin.

Notary Name
Notary Public, Dane County, Wisconsin
My Commission Expires _____