

APPENDIX B: SURVEY RESULTS

The following shows the survey results for the most recent survey compared with the one conducted for the 2008 plan.

1. How long have you lived in the Town of Medina?

Time	2020	2008
Less than one year	8 (6%)	7
1 to 4 years	18 (14%)	17
5 to 9 years	11 (8%)	26
10 to 24 years	34 (26%)	56
25 or more years	59 (45%)	79

2. What is your age? (2020 only)

Less than one year: 0
 18-24: 3 (2%)
 25-34: 6 (7%)
 35-44: 22 (17%)
 45-54: 28 (22%)
 55-64: 36 (28%)
 65-74: 28 (22%)
 75+: 7 (5%)

3. Where is the primary place of work for all adults in your household? Please mark the number who works in each location in the appropriate space.

Location	2020 number	2020 number per household	2008 number
In Medina	28	1	Estimate 29
In Marshall	23	1	Estimate 30
Within 10 miles from home	35	1	34
10-30 miles from home	116	2	104
Over 30 miles from home	24	1	23
Retired	65	1	44

4. Do you own or rent? 2020 only

Rent: 4 (3%)
 Own: 126 (97%)

5. What is the primary use of the land you own in the Town of Medina? (What is most of the acreage used for)?

Use	2020	2008
Farming (by member of household)	21 (16%)	42
Farming (by non-member)	24 (18%)	33
Open lands, not farmed	17 (13%)	18
Single-family home (not including farm home)	60 (46%)	82
More than one residence	0	3
Non-farm business	3 (2%)	2
Other	5 (4%)	16

6. In your opinion, what are three most important reasons you and/or your family choose Medina as a place to live? (Write “1” in the space next to the most important, “2” in the space next to second most important, and “3” in the space next to the third most important.

Order	2020	2008
First	Like the home site	Near job
Second	Rural atmosphere	Rural atmosphere
Third	Natural beauty	Close to Madison

7. How satisfied are you with the Town of Medina as a place to live?

Answer choices	2020	2008
Very satisfied	41 (32%)	116
Satisfied	60 (46%)	-
Somewhat satisfied	15 (12%)	52
Neither satisfied nor dissatisfied	7 (5%)	-
Somewhat dissatisfied	6 (5%)	10
Dissatisfied	0	-
Very dissatisfied	1 (0.8%)	4

8. If you answered “Somewhat or Very Dissatisfied” please tell us why?

Comments in Reference to Question #8, 2020 only:

Seventeen (17) stated that they were satisfied with the Town of Medina as a place to live. In particular, they enjoyed the quiet rural atmosphere and felt it was a good area to raise a family. Four directly commented on satisfaction with limited growth and development. Speed limits, road service and the general heritage were also mentioned.

Sixteen (16) were dissatisfied with the volume and rate of residential development in agricultural land. Several thought that there was not enough control over development.

Two people thought that there should be rules to mandate building and property upkeep, (junk clean up).

Eleven (11) thought that taxes were too high for the services. Comments ranged from general Dane County taxes to local taxes with lack of “city” water, sewer or trash pick-up. Several of the comments were related directly to the school district, and the cost of the new schools and the lack of spending money to improve educational improvement. Two additional negative comments related only to the lack of trash pick-up with

no mention of taxes.

Five were somewhat dissatisfied with the Town Board or Planning Commission, two of which thought that the board did not represent the people and one thought the board could be more organized.

There was one person that was very satisfied with Medina and mentioned that they had a good experience with obtaining permits and getting answers to their questions.

Fifteen negative comments were directed towards road maintenance and service. Seven were dissatisfied with snow removal, a couple thinking that it should be done before they left for work in the morning. Four thought that road sign or guardrail upkeep was needed. One mentioned ditch maintenance. Two wanted road kill removed and one was unhappy with manure on the road.

Four would like to see more growth and business development in Medina. One was upset with the need of 35 acres per building site. Another thought that growth would “keep tax base from going up”.

9. In general, how would you rate the overall appearance of rural areas in the Town of Medina?

Rating	2020	2008
Good	70 (55%)	122
Average	56 (44%)	58
Poor	2 (2%)	4

10. How would you or your family rate the following facilities & services available to the Town? (Check appropriate box for each service listed below.)

Service/Facility	Very Satisfied		Somewhat Satisfied		Somewhat Dissatisfied		Very Dissatisfied		Unsure
	2020	2008	2020	2008	2020	2008	2020	2008	2020
Ambulance service	64(50%)	96	24(19%)	107	0	3	2(2%)	2	38
Community events	33(26%)	66	50(39%)	92	11(9%)	7	3(2%)	1	31
Fire Protection	71(55%)	119	27(21%)	46	0	5	2(2%)	2	29
Health services	8(6%)	27	34(27%)	76	15(12%)	32	7(6%)	12	63
Library facilities	65(51%)	100	25(20%)	50	1(1%)	12	22(2%)	5	35
Park & recreation facilities	48(37%)	101	47(36%)	66	6(5%)	7	0	2	28
Police/Sheriff	57(44%)	93	40(31%)	58	9(7%)	15	2(2%)	5	21
Public schools	35(27%)	90	35(27%)	57	13(10%)	19	6(5%)	5	39
Snow removal	63(50%)	95	44(35%)	67	11(9%)	11	3(2%)	7	6
Town road maintenance	25(19%)	80	51(40%)	79	37(29%)	14	11(9%)	5	5
Traffic enforcement	30(23%)	81	43(33%)	68	18(14%)	22	7(5%)	3	31

11. How would you rate efforts by the Town to guide where new development occurs?

Answer choices	2020	2008
Too much planning, policies and ordinances directing development	21 (16%)	26
About the right amount of planning, policies and ordinances directing development	52 (40%)	107
Not enough planning, policies and ordinances directing development	19 (15%)	44
Unsure	37 (29%)	

12. The following are several statements that suggest choices about future directions for the Town of Medina. Please check the appropriate box next to each question.

	Strongly agree		Somewhat agree		Somewhat disagree		Strongly Disagree		Unsure
	2020	2008	2020	2008	2020	2008	2020	2008	2020
Medina should be a mostly rural town.	65(51%)	122	48(38%)	45	9(7%)	15	1(1%)	1	4(3%)
Medina should provide more industrial & business development.	16(12%)	39	48(37%)	44	24(19%)	47	35(27%)	55	6(5%)
Medina should promote the preservation of farmland.	69(53%)	123	43(33%)	39	9(7%)	15	4(3%)	7	4(3%)
Town land use policies should be strengthened to better guide growth.	35(28%)	71	44(35%)	80	17(13%)	23	12(9%)	7	19(15%)
Most new development should occur adjacent to areas which are already developed.	57(44%)	100	46(36%)	62	12(9%)	11	7(5%)	10	7(5%)
Farming is an important part of the town's future.	82(64%)	120	31(24%)	49	8(6%)	8	4(3%)	9	4(3%)
Traffic is a	21(16%)	59	44(34%)	68	38(30%)	41	17(13%)	14	8(6%)

	Strongly agree		Somewhat agree		Somewhat disagree		Strongly Disagree		Unsure
growing problem in Medina.									
The town should promote more tourism and recreation oriented business.	10(8%)	83	43(33%)	80	42(32%)	14	24(18%)	8	11(8%)
Agricultural businesses should be promoted.	50(39%)	31	56(43%)	65	11(9%)	48	3(2%)	38	9(7%)
Medina should have regulations to control the appearance and clean-up of poorly maintained properties.	67(52%)	59	40(31%)	91	12(9%)	26	5(4%)	5	5(4%)
Farmers and other rural landowners should be able sell their land for any amount and type of development.	13(10%)	28	24(19%)	79	30(24%)	55	52(41%)	14	8(6%)
Farmers and other rural landowners should be able sell their land for a limited amount of development.	18(14%)	28	46(36%)	67	29(23%)	65	25(20%)	19	10(8%)
Land use conflicts between agriculture and residential	15(12%)	80	30(23%)	75	24(19%)	19	11(9%)	12	48(38%)

	Strongly agree		Somewhat agree		Somewhat disagree		Strongly Disagree		Unsure
development is a problem in Medina.									
Land use conflicts between commercial and residential development is a problem in Medina.	11(9%)	28	19(15%)	79	27(21%)	55	12(9%)	14	59(46%)
Housing affordability is a growing problem in Medina.	9(7%)	28	39(31%)	67	30(24%)	65	16(13%)	19	33(26%)
It is important to coordinate Medina's future land use plan with those of surrounding towns and the Village of Marshall.	40(32%)	80	52(41%)	75	17(13%)	19	11(9%)	12	7(6%)
Residential subdivisions (5+ lots) should not be allowed in rural areas of the town.	44(34%)	na	27(21%)	na	17(13%)	na	23(19%)	na	16(13%)
The town should pursue high speed internet service	97(75%)	na	21(16%)	na	4(3%)	na	4(3%)	na	3(2%)

13. Although the town does not have direct control over Internet services, how would you use high speed Internet if it were available? (2020 only)

- a. For my local business: 27, 21%
- b. As part of my farm operation: 23, 18%
- c. For telecommuting for my job: 61, 47%
- d. My kids would use it for their school work: 40, 31%

- e. General research and entertainment: 115, 89%
- f. I do not have a need for high speed Internet: 4, 3%
- g. Other: 14, 11%

If *other*, please describe:

14. Much of the Town of Medina has a rural/agricultural character today, including farmland, outdoor recreational opportunities, marshes & wildlife habitat. How important is it to retain the Town's rural/agricultural character in the future?

	2020	2008
Very important	90, 70%	143
Somewhat important	34, 26%	35
Not so important	5, 4%	7
Not at all important	0, 0%	1

15. Which of these statements best describes how you want Medina to look 20 years from now?

Answer choice	2020	2008
Mostly agriculture & open lands	41, 32%	72
Mostly agricultural, open lands & residential	51, 40%	72
Mix of agricultural, business & residential	36, 28%	39
Mostly residential, limited agriculture	0	1
Mostly residential & business with limited agriculture	0	2

16. The approximate population of the town is 1,400. What would be the ideal town population 20 years from now? (2020 only):

- Less than today: 4, 3%
- Same as today: 51, 40%
- More than today: 67, 52%
- No opinion: 7, 5%

17. Farmland preservation zoning is applied in the town with a density policy of 1 development right per 35 acres owned as of 2-4-1981. For example, a farm that was 120 acres on 2-4-1981, would have 3 development rights so 3 lots could be divided off. Do you feel that policy is:

Answer choice	2020	2008 worded differently
Too strict – more housing should be allowed in rural areas.	38, 30%	37, 20%
Not strict enough – less housing should be allowed in these areas.	23, 18%	50, 28%
About right	67, 52%	93, 52%

18. When residential lots are created, is it preferable that they are clustered together? (2020 only):

- Yes: 60, 47%
- No: 34, 27%
- No opinion: 34, 26%

19. In order to minimize land taken out of agricultural use, should the town limit the size of proposed residential lots? (2020 only):

- Yes: 68, 53%
- No: 29, 22%
- Unsure: 32, 25%

20. Do you support the transfer of developmental rights from prime agricultural lands to areas in the town more appropriate to development?

Answer choice	2020	2008
Yes	44, 34%	45
No	29, 23%	36
No opinion	9, 7%	NA
Unsure – need more information	46, 36%	104

21. Farmland preservation zoning is applied in the town with a density policy of 1 development right per 35 acres owned as of 2-4-1981. For example, a farm that was 120 acres on 2-4-1981, would have 3 development rights so 3 lots could be divided off. If you own a development right, how likely are you to sell and transfer that right to another land owner? (2020 only):

- Very likely: 9, 7%
- Likely: 5, 4%
- Unlikely: 9, 7%
- Not likely at all: 23, 18%
- Undecided: 17, 13%
- I do not have a development right: 65, 51%

22. Do you support public purchase of development rights (PDR) from willing farmers, through the use of tax dollars? This would allow farmers to continue to own and farm the land, but not allow development for either residential or non-farm commercial purposes:

Answer	2020	2008
Yes	45, 35%	57
No	28, 22%	52
No opinion	8, 6%	NA
Unsure, need more information to answer	47, 37%	74

23. Which of the following statements best describes your opinion on new housing development in the Town?

Answer	2020	2008
The town should try to promote a greater amount of new housing development.	37, 30%	20, 11%
The town should try to limit the amount of new housing development in the town.	83, 66%	151, 82%
The town should have no role in deciding how much new housing development occurs.	5, 4%	13, 7%

24. What one option best describes how you want residential growth to occur in the Town (different working than in 2008)

Answer	2020	2008
In certain planned areas, with houses grouped together, ideally next to existing residential development	85, 66%	NA
In scattered locations throughout the town	27, 21%	NA
No opinion	16, 13%	NA

25. Which type of non-farm business development would you support or oppose in the Town in the future?

Answer	2020		2008	
	Support	Oppose	Support	Oppose
Business related to farming	109, 88%	15, 12%	156	21
Large livestock operations	32, 25%	94, 75%	48	131
Agricultural related manufacturing (i.e. fertilizer, ethanol plants)	28, 23%	96, 77%	81	97
Mineral extraction (mining & quarries)	21, 17%	105, 83%	35	143
Industrial parks (2020 only)	52, 42%	72, 58%	-	-
Smaller stores and shops serving mostly local residents (for example coffee shops or restaurants) 2020 only	95, 74%	33, 26%	-	-
Small home business operations	116, 91%	12, 9%	150	30
Commercial development near Hwy 73	87, 69%	40, 32%	116	31
Commercial development near Hwy 94	99, 78%	28, 22%	124	56
Renewable energy generation – solar (2020 only)	107, 84%	21, 16%	-	-
Renewable energy generation – wind (2020 only)	93, 72%	36, 28%	-	-

26. Please indicate how important the preservation of the following features is for the future of Medina, in your opinion?

Feature	Very important	2008	Somewhat important	2008	Not very important	2008	Not at all important	2008
	2020		2020		2020		2020	
Farmland	96, 75%	147	29, 23%	29	3, 2%	10	0	1
Woodlands	98, 77	146	22, 17%	45	7, 5%	3	1, 1%	0
Wetlands	91, 71%	130	26, 20%	38	8, 6%	12	3, 2%	8
Wildlife habitat	96, 76%	138	26, 20	35	4, 3%	14	1, 1%	0
Scenic views	79, 62%	129	42, 33%	38	6, 5%	17	1, 1%	2
Historic	67, 52%	104	51, 40%	54	10, 8%	24	0	3

28. How important do you feel it is for the Town to come to some formal agreement with the Village of Marshall on future land uses, service, delivery, & annexation in the areas of the Town near the Village?

Answer choices	2020	2008
Very important	68, 54%	123, 64%
Somewhat important	42, 33%	56, 29%
No so important	12, 9%	7, 4%
Not at all important	5, 4%	4, 2%

29. Which of the following transportation opportunities would you support the development or expansion of? (2020 only):

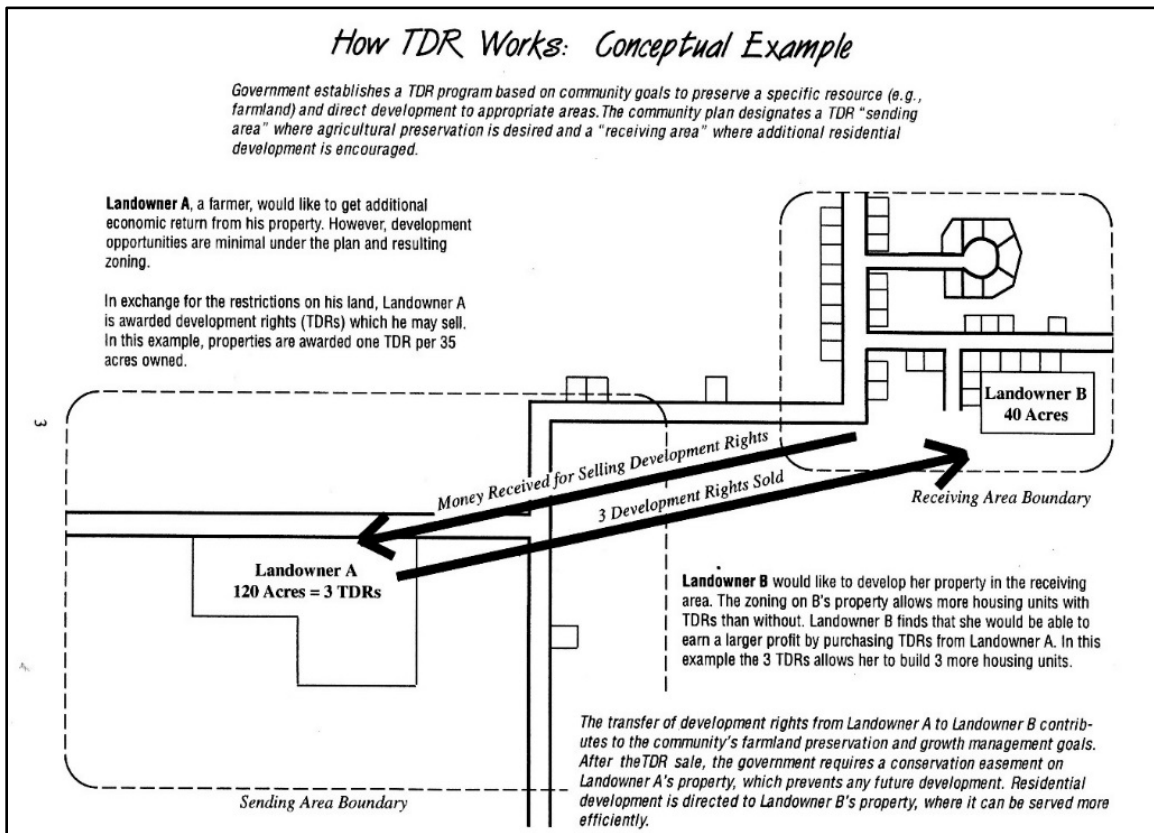
- a. Park and ride lot for commuters: 65, 53%
- b. Snowmobile trails: 48, 39%
- c. UTV/ATV routes on town roads: 50, 41%
- d. Town and county roads: 76, 62%
- e. Hiking trails: 63, 51%
- f. Bicycle routes – separated bike lanes and/or trails: 49, 40%
- g. Road improvements for safe cycling: 55, 45%
- h. Equestrian trails: 29, 24%

Appendix C: Transfer of Development Rights (TDR)

This appendix provides a description of how TDR works, a sample TDR Deed Notice Template, and a sample TDR Conservation Easement Template.

Description of how transfer of development rights (TDR) work

One strategy to preserve land within the Agricultural Preservation District is a Transfer of Development Rights (TDR) program. In a TDR program, the Town would allow development rights to be transferred from “sending areas” where preservation is desired to “receiving areas” where additional development is acceptable. Instead of the government purchasing the development rights, private developers controlling land in receiving areas would have to acquire development rights from landowners in the “sending areas.” The developer would have to demonstrate that sufficient development rights will be purchased (and a deed restriction or conservation easement placed on the sending area property) before the Town approved any rezonings, plats, or conditional use permits. The graphic below shows how TDR can work.



Use black ink

NOTICE

NOTICE OF TRANSFERRED DEVELOPMENT RIGHTS

Pursuant to §10.159(3)(c) Dane County Code of Ordinances, and approval of rezoning petition #insert petition # that establishes TDR-R overlay zoning on receiving property, Dane County hereby provides notice that a transfer of development rights has occurred in the Town of insert town name.

Development Rights Transferred: In accordance with the Transfer of Development Rights (TDR) policies of the *Town of insert town name* component of the *Dane County Comprehensive Plan*, the transfer of insert # of development rights from the sending property will allow development of insert # of dwelling units on the receiving property.

TDR-R Receiving Property: The insert # of development rights assigned to the following described "receiving" properties allow each lot to be used as a building site or for any other permitted use in the insert zoning district zoning district.

- Lot(s) insert lot #s & certified survey or plat map recording information, located in section ____, town __ north, range __ east, town of _____, Dane County, Wisconsin.

TDR-S Sending Property: Insert # of development rights transferred development rights have been transferred from the "sending" property described in attached "**exhibit A.**" A TDR agricultural conservation easement, as defined in §10.01(75m) Dane County Code of Ordinances, has been recorded with the Dane County Register of Deeds under insert document number and recording information.

This Notice provides information regarding a Transfer of Development Rights between properties in accordance with the Dane County Zoning Ordinance, and the policies and programs specified in the Dane County Comprehensive Plan.

Signature of County official

Date

Name printed

Title

STATE OF WISCONSIN, County of _____

This document was drafted by:
(print or type name below)

Dane County Zoning Administrator

Subscribed and sworn to before me on _____ by the above named person(s).

Signature of notary or other person
authorized to administer an oath _____
(as per s. 706.06, 706.07)

*Names of persons signing in any
capacity must be typed or printed
below their signature.

P&D form 2/20/2001

Print or type name: _____

Title _____ Date commission expires: _____

Recording area

Name and return address:

PARCEL IDENTIFICATION NUMBER(S)

EXHIBIT A

Legal description of TDR “sending” property:

Insert metes & bounds, aliquot parts (based on PLSS), or platted lands legal description of TDR sending property. The description must match the legal description included in the Conservation Easement required under s. 10.158(3)(b), Dane County Code of Ordinances. Said description must list acreage total and reference tax parcel numbers.



Dane County Department of Planning & Development
 Room 116, 201 Martin Luther King, Jr. Blvd.
 Madison, WI 53703
 (608) 266-4266

**TDR AGRICULTURAL CONSERVATION
 EASEMENT AGREEMENT**

This space is reserved for recording data

Return to:

Parcel Identification Number/Tax Key Number

This *AGREEMENT* creates an agricultural conservation *EASEMENT* in accordance with ss. 93.73, 700.40, Wis. Stats. (2009) and s.10.01(75m), Dane County Code.

A. COVERED LAND

The *EASEMENT* applies to all of the land that is described in attached Exhibit A (*COVERED LAND*) and mapped in attached Exhibit B. The *COVERED LAND* includes an *agricultural area* and a *farmstead area*. If there is any discrepancy between the description in Exhibit A and the map in Exhibit B, the description in Exhibit A controls.

B. PERPETUAL EASEMENT RUNS WITH THE LAND

The *EASEMENT* runs with all of the *COVERED LAND* in perpetuity, regardless of any changes in land ownership or control. The *EASEMENT* is binding on all owners, occupiers and users of the *COVERED LAND* as well as those with a mortgage, lien or other interest in the *COVERED LAND*. If an owner grants another person the right to occupy or use the *COVERED LAND*, the owner and the other person are jointly and severally responsible for complying with the *EASEMENT*.

C. EASEMENT GRANTORS

The *EASEMENT* is granted by the following persons (*GRANTORS*), who are owners of the *COVERED LAND*:

D. EASEMENT HOLDERS AND THIRD PARTY BENEFICIARY

The *GRANTORS* grant the *EASEMENT* to the following parties (*HOLDERS*):

- (1) *COUNTY OF DANE (COUNTY)*, or its successor in interest. The *COUNTY* is a Wisconsin political subdivision as defined in s. 93.73(1m)(f), Wis. Stats. (2009).
- (2) *TOWN OF [REDACTED], DANE COUNTY, WISCONSIN (TOWN)*, or its successor in interest. The *TOWN* is a Wisconsin political subdivision as defined in s. 93.73(1m)(f), Wis. Stats. (2009).

(Optional)

The *GRANTORS* grant *THIRD-PARTY RIGHT OF ENFORCEMENT TO:*
[LIST ADDITIONAL PARTIES]

E. EASEMENT GRANTED

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the *GRANTORS*, the *GRANTORS* hereby grant and convey to the *HOLDERS* a perpetual *EASEMENT* in the *COVERED LAND* as provided in this *EASEMENT AGREEMENT*. The *EASEMENT* takes effect when this *EASEMENT AGREEMENT* is accepted, and signed by the *HOLDERS*, and recorded with the county Register of Deeds in the county where the *COVERED LAND* is located.

F. PURPOSE

The purpose of this Easement is to preserve the availability of the *COVERED LAND* for *agricultural use* by preventing uses or activities on the land that will impair or interfere with the *COVERED LAND*'s agricultural viability and productive capacity.

G. DEFINITIONS

In this *EASEMENT AGREEMENT*:

- (1) “*Accessory use*” means any of the following land uses, other than a building, structure, *impervious surface* or improvement that is consistent with the purpose of the *EASEMENT*:
 - (a) An activity or business operation that is an integral part of, or incidental to, an *agricultural use* of the *COVERED LAND*.
 - (b) A business, activity or enterprise, not associated with an *agricultural use*, if all of the following apply:
 - (i) It is conducted by a person who resides on and owns or farms the *COVERED LAND*, or by a member of that person’s immediate family.
 - (ii) It requires no new buildings, structures or *impervious surfaces*.
 - (iii) It employs no more than 4 full-time employees annually.
 - (iv) It does not impair or limit current or future *agricultural uses* of the *COVERED LAND* or other *protected farmland*.
- (2) “*Agricultural area*” means that portion of the *COVERED LAND* that is described as an *agricultural area* in attached Exhibit A and mapped as an *agricultural area* in attached Exhibit B, regardless of whether the area is in *agricultural use*. If there is any discrepancy between the description in Exhibit A and the map in Exhibit B, the description in Exhibit A controls.
- (3) “*Agricultural use*” means any of the following:
 - (a) Any of the following activities conducted for the purpose of producing an income or livelihood:
 - (i) Crop or forage production.
 - (ii) Keeping *livestock*.
 - (iii) Beekeeping.
 - (iv) Nursery, sod, or Christmas tree production.
 - (v) Floriculture.
 - (vi) Aquaculture.
 - (vii) Fur farming.
 - (viii) Forest management.
 - (ix) Enrolling land in a federal agricultural commodity payment program or a federal or state agricultural land conservation payment program
 - (b) Any other use that *DATCP* or its successor state agency identifies by rule as an *agricultural use*.
- (4) “*Alteration*” means the act of causing the change to or disturbance of a surface.
- (5) “*Environmental law*” means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, or codes of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, *hazardous materials*, hazard communication, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.
- (6) “*Farmstead area*” means that portion of the *COVERED LAND* that is described as *farmstead area* in attached Exhibit A and mapped as *farmstead area* in attached Exhibit B. If there is any discrepancy between the description in Exhibit A and the map in Exhibit B, the description in Exhibit A controls.

- (7) “Forester” means a licensed professional forester, a person who has received a bachelor’s or higher degree in forestry from a school of forestry with a curriculum accredited by the Society of American Foresters, or other qualified person as determined by the HOLDERS.
- (8) “Hazardous materials” means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.
- (9) “Impervious surface” means an installed material that prevents rain from falling directly onto the land surface or surface vegetation, or that prevents rain water from percolating directly into the soil. *Impervious surface* includes roofs, containers, pavement and macadam.
- (10) “Livestock” means bovine animals, equine animals, goats, poultry, sheep, swine, farm-raised deer, farm-raised game birds, camelids, ratites, and farm-raised fish.
- (11) “Open space or natural resource use” means a use, other than an *agricultural use* or an accessory use, that includes no buildings or permanent structures, other than limited structures such as fences or government-approved natural resource conservation practices that do not convert the land to other uses.
- (12) “Pre-existing structure” means a building or structure that existed on the date of this *EASEMENT AGREEMENT*, as identified in Section H and shown on the map attached as Exhibit C.
- (13) “Pre-existing use” means a land use, other than an *agricultural use*, an accessory use, or an *open space or natural resource use*, that existed on the date of this *EASEMENT AGREEMENT*, as identified in Section H and shown on the map attached as Exhibit C
- (14) “Protected farmland” means land that is legally protected from nonagricultural development.
- (15) “Third-party enforcement right” means a right provided in a conservation easement empowering a governmental body, charitable corporation, charitable association or charitable trust, which, although eligible to be a holder, is not a holder, to enforce any term of the easement.

H. USE OF THE COVERED LAND

The *EASEMENT* limits use of the *COVERED LAND* as follows:

- (1) **Land uses in the agricultural area.** Land uses in the *agricultural area* are limited to the following:
 - (a) *Pre-existing uses and structures.* The following *pre-existing uses and structures* that have no material adverse impact on *agricultural use* of the *COVERED LAND*: (DESCRIBE EXISTING STRUCTURES ON THE COVERED LAND) These *pre-existing uses and structures* may be repaired and maintained without approval from the *HOLDERS*. However, these *pre-existing uses and structures* may not be materially expanded or altered, or be renewed after being discontinued, without the prior written approval of the *HOLDERS* under section I.
 - (b) *Agricultural uses* not requiring the installation of *impervious surface* or gravel.
 - (c) *Accessory uses* not requiring the installation of *impervious surface* or gravel.
 - (d) *Undeveloped open space and natural resource uses.*
 - (e) Uses for which the *HOLDERS* give prior written approval under section I.
 - (f) Fencing.
 - (g) Natural resource conservation practices implemented in compliance with a state or federal conservation standard.
- (2) **Land uses in the farmstead area.** Land use within the designated *farmstead area* as described in Exhibit A are limited to activities and structures used to support the agricultural operations on the *COVERED LAND* or support customary rural enterprises as described under section G (1). Any activity within the *farmstead area* must comply with all applicable regulations, ordinances, and codes.

- (3) **Land division.** The *COVERED LAND* may not be divided, nor may the *farmstead area* be detached and sold separately from the *agricultural area*, for purposes of sale of less than the entire *COVERED LAND*, except with the prior written approval of the *HOLDERS* under section I. The *HOLDERS* may not approve a division or detachment that is inconsistent with the purpose of the *EASEMENT*.
- (4) **Conservation compliance.** All land uses on the *COVERED LAND* shall comply with applicable state laws related to soil and water conservation, nonpoint source pollution and nutrient management, regardless of whether the landowner or land user receives any cost-share payment for compliance. All highly erodible land on the *COVERED LAND* shall be subject to a conservation plan prepared in consultation with the local county land conservation committee. Timber harvested for sale shall be harvested according to a forest management plan prepared or approved by a qualified *forester* that maintains the productivity of the forest resource and is consistent with the purpose of this *EASEMENT AGREEMENT*. A landowner may receive cost-share payments to achieve compliance with environmental laws, including conservation compliance obligations.
- (5) **Land surface alteration.** Any alteration to the surface of the *agricultural area* including excavation, removal or filling of the land surface shall be consistent with the purpose of the *EASEMENT*. Permitted alteration under this subsection is limited to any of the following:
- (a) An alteration that is minimal in scope and impact and does not by itself or in combination with other alterations exceed one (1) acre in size. Any alteration shall be repaired to the maximum extent feasible to restore the land's potential for *agricultural use*.
 - (b) An alteration authorized under paragraph H (1) (b) to (g)
- (6) **Residential use:** No residential use is permitted on the *COVERED LAND*.

I. HOLDERS' APPROVAL REQUIRED

- (1) An owner of the *COVERED LAND* may not do any of the following without the *HOLDERS* approval:
- (a) Cover any part of the *agricultural area* with additional *impervious surface* or gravel. Approval of the *HOLDERS* is not required if the action is permitted under paragraph H (5) (a) or H (1) (g).
 - (b) Subdivide the *COVERED LAND*.
 - (c) Separate and sell either the *agricultural area* or the *farmstead area*.
 - (d) Alter the land surface in the *agricultural area* in excess of one (1) acre. Approval of the *HOLDERS* is not required if the action is permitted under paragraph H (5) (a) or H (1) (b) to (g).
 - (e) Materially expand or alter any *pre-existing use or structure* in the *agricultural area*. Approval of the *HOLDERS* is not required if the action is permitted under paragraph H (5) (a) or H (1) (g).
 - (f) Petition the county and town boards to rezone the property to another zoning district.
- (2) A request for approval shall be in writing and shall clearly and accurately describe the proposed action. The description shall include the nature, size, scope, location, design and other material features of the proposed action, and any other information reasonably required by the *HOLDERS*.
- (3) The *HOLDERS* may approve a proposed action in response to a written request under sub. (1) if all of the following apply:
- (a) The proposed action and subsequent land use is consistent with the purpose of the *EASEMENT*.
 - (b) The proposed action and subsequent land use will not violate section H.
 - (c) The proposed use will not unnecessarily convert prime farmland or cropland, will not convert the primary use of the *COVERED LAND* to a use other than *agricultural use*, and will not materially impair or limit any surrounding *agricultural uses*.
- (4) The *HOLDERS* will grant or deny a written request under sub. (1) within 90 days after receiving a complete written request under paragraph I (2). The *HOLDERS* may deny a request in their sole discretion, and are not required to justify any denial. The *HOLDERS*

may grant approval subject to conditions specified in the approval. Conditions may include deadlines for the beginning or completion of a proposed action.

- (5) An approval under sub. (3) is not effective unless given by all of the *HOLDERS*.

J. LANDOWNER RIGHTS RESERVED

- (1) Except as provided in this *EASEMENT AGREEMENT*, all rights enjoyed by current or future owners of the *COVERED LAND* are reserved to those owners.
- (2) This *EASEMENT* does not limit any owner's right to use, improve, transfer, bequeath, lease, restrict access to, grant a mortgage or other interest in, encumber or convey the *COVERED LAND*, except as provided in this *EASEMENT AGREEMENT*.
- (3) The terms, conditions, restrictions and purpose of this *EASEMENT* shall be referenced in any subsequent deed or other legal instrument by which the owners divest themselves of any interest in the *COVERED LAND*.
- (4) The *HOLDERS* shall be notified in writing of the name(s) and address(es) of any party to whom an interest in the *COVERED LAND* is granted, conveyed or otherwise transferred, at or prior to the time said transfer is executed.
- (5) No provision of this *EASEMENT* shall be construed as impairing the ability of the owners to use the premises as collateral for any subsequent loan, provided that any mortgage or lien arising from such a transaction must not be inconsistent with the terms of this *EASEMENT*, and must be subordinate to this *EASEMENT*.

K. EASEMENT DOES NOT CREATE PUBLIC ACCESS RIGHT

This *EASEMENT AGREEMENT* does not give the general public any right of access to any portion of the *COVERED LAND*, nor does it limit any right of public access that otherwise exists.

L. EASEMENT DOES NOT LIMIT LANDOWNER RESPONSIBILITIES

Except as specifically provided in this *EASEMENT AGREEMENT*:

- (1) This *EASEMENT AGREEMENT* does not relieve the *GRANTORS*, or any subsequent owners, occupiers or users of the *COVERED LAND*, from any responsibility or liability which they currently have or may subsequently incur in connection with the *COVERED LAND*.
- (2) The *HOLDERS* assume no responsibility for the use, management, control, operation, upkeep or maintenance of the *COVERED LAND*, and assume no liability for any action or omission related to the use, management, control, operation, upkeep or maintenance of the *COVERED LAND*.

M. ENFORCING THE EASEMENT

- (1) Any or all of the *HOLDERS*, or their authorized agents, may do any of the following:
- (a) Upon reasonable prior notice and at reasonable times, enter onto the *COVERED LAND* to monitor compliance and collect evidence of noncompliance.
 - (b) Issue notice of apparent *EASEMENT* violations to an alleged violator. The notice may include a demand for timely corrective action. A notice under this subsection is not a prerequisite to court action under sub. (c).
 - (c) Initiate action in court to enjoin an apparent violation of the *EASEMENT*. The action may include a request for an ex parte restraining order or temporary injunction, as circumstances may warrant. The court may enjoin the violation, require appropriate corrective action, award costs, and grant any other relief to which the *HOLDERS* may be entitled.
- (2) No failure on the part of any *HOLDER* to enforce any term of this *EASEMENT* shall discharge or invalidate the term or any other provision of the *EASEMENT* or affect the rights of the *HOLDERS* to enforce the *EASEMENT* in the event of a subsequent breach or default.
- (3) The condition of the *COVERED LAND* is further documented in an inventory of relevant features and characteristics. A copy of this inventory is on file at the office of the *HOLDERS*, and is incorporated by this reference. This baseline documentation consists of

reports, maps, photographs, and other documentation that the *GRANTORS* and *HOLDERS* agree provides an accurate representation of the condition of the *COVERED LAND* at the time of this *EASEMENT AGREEMENT* and which is intended to serve as an objective, but not exclusive, information baseline for monitoring compliance with this *EASEMENT*. The *GRANTORS* and *HOLDERS* agree, for themselves, their successors and assigns, that this *EASEMENT* along with the baseline documentation and inventory of relevant features may be introduced in any enforcement proceeding as the stipulation of the parties hereto.

N. AMENDING THE EASEMENT

- (1) The terms of the *EASEMENT* may be amended with the written consent of all of the *HOLDERS* and all of the persons who own the *COVERED LAND* at the time of the amendment. An amendment under this subsection does not include an amendment that extinguishes the *EASEMENT*.
- (2) The *HOLDERS* may give their consent under sub. (1) only if the amendment is consistent with the purpose of the *EASEMENT*, does not affect the perpetual duration of the Easement and does not materially weaken the *EASEMENT* to the detriment of the *HOLDERS*.
- (3) The *HOLDERS* may withhold their consent under sub. (1) in their sole discretion, and are not required to justify any withholding of consent.
- (4) An amendment under sub. (1) is not effective unless it is in writing, and signed by all of the persons who are required to give their consent under sub. (1). A signed written amendment takes effect when signed by all parties and recorded with the county Register of Deeds in the county where the *COVERED LAND* is located.

O. TERMINATING THE EASEMENT

The *EASEMENT* may be terminated at any time by court order if all of the following apply:

- (1) The purpose of the *EASEMENT* can no longer be achieved because of a material change in circumstances, or because of a lawful application of eminent domain authority. A change in the value of the *COVERED LAND*, or in an owner's intended use of the *COVERED LAND*, does not constitute a material change in circumstances under this subsection.
- (2) All of the *HOLDERS* are fully and fairly compensated for the loss of the *EASEMENT*. Compensation shall include the *EASEMENT* purchase cost and transaction expenses incurred by the *HOLDERS*, plus a proportionate share of any increase in the appraised value of the *COVERED LAND* between the date of this *EASEMENT AGREEMENT* and the date on which the *EASEMENT* is terminated. That proportionate share shall be calculated as the increase in appraised value, multiplied by the ratio of the *EASEMENT* purchase cost to the total appraised value of the *COVERED LAND* on the date of this *EASEMENT AGREEMENT*. A reduction in appraised value does not affect the compensation required under this subsection.

GRANT OF EASEMENT BY LANDOWNERS

The following GRANTORS hereby sign this EASEMENT AGREEMENT and grant the EASEMENT described herein:

(Signature) (Date)

(Print Name)

(Signature) (Date)

(Print Name)

(Signature) (Date)

(Print Name)

(Signature) (Date)

(Print Name)

State of Wisconsin)
) ss
County of _____)

This instrument was acknowledged before me on the ____ day of _____,
20____, by _____
(Name of Grantor)

(Signature of Notary)

(Print Name)

Notary Public, State of _____
My commission expires (is permanent) _____.

State of Wisconsin)
) ss
County of _____)

This instrument was acknowledged before me on the ____ day of _____,
20____, by _____
(Name of Grantor)

(Signature of Notary)

(Print Name)

Notary Public, State of _____
My commission expires (is permanent) _____.

GRANT OF EASEMENT BY COOPERATING ENTITY

_____ as _____ of _____
(Print Name) (Title) (Cooperating Entity)
does hereby accept the EASEMENT described herein:

By: _____
(Signature of Authorized Representative)

(Print Name, Title)

State of Wisconsin)
) ss
County of _____)

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____
(Name)
as _____ of _____
(Title) (Cooperating Entity)

(Signature of Notary)

(Print Name)

Notary Public, State of _____
My commission expires (is permanent) _____.

ACCEPTANCE OF EASEMENT BY COOPERATING ENTITY

_____ as _____ of County of Dane
(Print Name) (Title) (Cooperating Entity)

does hereby accept the EASEMENT described herein:

By: _____
(Signature of Authorized Representative)

(Print Name, Title)

State of Wisconsin)
) ss
County of _____)

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____
(Name)
as _____ of _____
(Title) (Cooperating Entity)

(Signature of Notary)

(Print Name)

Notary Public, State of _____.
My commission expires (is permanent)_____.

ACCEPTANCE OF EASEMENT BY COOPERATING ENTITY

_____ as _____ of _____
(Print Name) (Title) (Cooperating Entity)

does hereby accept the EASEMENT described herein:

By: _____
(Signature of Authorized Representative)

(Print Name, Title)

State of Wisconsin)
) ss
County of _____)

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____
(Name)
as _____ of _____
(Title) (Cooperating Entity)

(Signature of Notary)

(Print Name)

Notary Public, State of _____.
My commission expires (is permanent)_____.

ATTACHMENTS

Exhibit A. LEGAL DESCRIPTION OF THE COVERED LAND

Legal Description of the Farmstead Area within the COVERED LAND