

**TOWN OF PLEASANT SPRINGS  
PLAN COMMISSION**

**INFORMATION AND REQUIREMENTS  
LIMITED TRANSFER OF DEVELOPMENT RIGHTS PROGRAM**

1. All requests start with the applicant contacting the town office and obtaining an application packet. The office is located at 2354 County Road N, Stoughton, WI, 53589. Office hours are: Monday, Tuesday and Thursday 10:00 am - 4:00 pm. Please contact the Clerk's office for additional hour availability. Telephone: (608) 873-3063. The Clerk will also provide a list of scheduled town meetings and due dates.
2. **All applicants are given the name and telephone number of a member of the Plan Commission who will serve as the "contact person" for the request. All applicants MUST consult with the assigned commissioner before completing the application, for information and to answer any questions. Speaking to the Clerk does not fulfill this obligation.**
3. Applicants are also required to file a Dane County Zoning application and follow the County process for this request. The Plan Commission contact person can provide assistance with the timing of this filing, and coordination of meeting and action dates.
4. The completed town application form and all required attachments must be returned to the Clerk, along with the exact change or a check made payable to the "Town of Pleasant Springs" by the deadline date in order for the request to be considered for inclusion on the next available agenda. Incomplete applications will not be accepted.
5. The applicant must provide **twelve (12) good-quality copies of all materials and one (1) original of each document or page.** The original is maintained in the towns' master land use file; the copies are distributed to Plan Commission and Town Board members.
6. The fee for each development right requested to be transferred is \$950.00. All fees are non-refundable. Additional fees for rezoning, Certified Survey Maps, Conservation Easements, recording, and/or other transactions are also likely to be applicable.
7. If directed or required to develop/provide additional materials, the applicant must provide **the original and twelve** copies to the Clerk by the specified due date.
8. Be sure to retain copies of all materials for the applicant(s).
9. Dane County Land and Water Resources is located at 1 Fen Oak Court, Madison, 224-3730. The staff can assist with soil surveys, maps and interpretation.
10. DCI Mapping instructions are included in this packet.
11. A blank sample deed restriction form is included in this packet.
12. The Pleasant Springs Comprehensive Plan section pertaining to Transfer of Development Rights is included in this packet.
13. The current property owner(s) is/are required to attend all Plan Commission and Town Board meetings when the proposed transfer is on the agenda.
14. When a request appears on a town agenda and no one appears at the meeting to represent the transfer request, no action will be taken. The applicant(s) must contact the Clerk to arrange rescheduling of the request.
15. The Plan Commission meets at 6:00 p.m., the second Wednesday of the month at the Town Hall, 2354 County Rd N, Stoughton, unless otherwise noticed. The Plan Commission then reports the actions/recommendations to the second Town Board meeting of the month, held the third Tuesday of the month at the Town Hall, 2354 County Rd N unless otherwise noticed.



*Contact your Plan Commissioner if you need further information or have any questions regarding the application, forms and/or process.*

## **PRELIMINARY ACTION**

1. The first time a request is brought before the Plan Commission, it is reviewed for consistency with the Town of Pleasant Springs Comprehensive Plan. A motion on a request may be made and voted on by Commission members for *preliminary* approval or disapproval.
2. The Commission reports the actions they take on their agenda items to the Town Board on the third Tuesday of the month, unless otherwise noticed. The Town Board considers action based on input from the Plan Commission. A motion on a request may be made and voted on by Town Board members for *preliminary* approval or disapproval. The Plan Commission is advisory to the Town Board. The Town Board's action may differ from the Plan Commission's.
3. The petitioner may now proceed to file an application with Dane County Zoning.

## **FINAL ACTION**

1. When you apply at Dane County Zoning you will be given a public hearing date to appear before the Dane County Zoning & Natural Resources Committee. Landowners within 500 feet receive a notification of the Public Hearing regarding your request. After the Town receives a copy of the Notice of Public Hearing your request is placed on the next possible Plan Commission agenda following the Public Hearing date, for final approval or disapproval.
2. The request, as submitted to Dane County, will be reviewed by the Plan Commission and a motion for approval or disapproval may be made.
3. The Plan Commission reports the final action they have made on the request to the Town Board on the third Tuesday of the month, unless otherwise noticed. The Town Board considers its' final action based on input from the Plan Commission. A motion on your request may be made and voted on by Town Board members for final approval or disapproval. The Plan Commission is advisory to the Town Board. The Town Board's action may differ from the Plan Commission's.
4. The Town Board notifies Dane County Zoning, in writing, of final action taken on your request.

## **PRELIMINARY CERTIFIED SURVEY MAP AND CERTIFIED SURVEY MAP**

1. The "Driveway Placement Form" must be completed, approved and signed by the Public Works staff and submitted to the Clerk/Treasurer prior to approval of your Preliminary Certified Survey Map. You can set up an appointment with the staff, by contacting them at 608-205-9169.
2. The Preliminary Certified Survey Map will be placed on the Plan Commission agenda for review and action when the Town receives a copy of the map from the surveyor or Dane County Zoning. The Town Board will also review the map and forward requested changes to Dane County Zoning.
3. The Certified Survey Map will be placed on the Plan Commission agenda for review and action when the Town receives a copy of the map from the surveyor or Dane County Zoning. Final approval of a rezone will be contingent on Town Board approval of the Certified Survey Map. The Certified Survey Map must include any required restrictions and/or conditions, show driveway placement and include a Town of Pleasant Springs Approval Certificate.

**TOWN OF PLEASANT SPRINGS**  
**DANE COUNTY WISCONSIN**

**APPLICATION FOR TRANSFER OF DEVELOPMENT RIGHTS**

Plan Commission Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

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**LAND OWNER INFORMATION** – must include information for all owners, lien holders and other parties who have an interest in the sending and receiving parcels. Failure to disclose all such parties shall render the application and /or transfer to be void ab initio. Continue listing on the reverse as needed.

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City/State/ Zip \_\_\_\_\_

Daytime Phone contact \_\_\_\_\_ cell \_\_\_\_\_

e-mail \_\_\_\_\_

Sending Parcel Fee owner \_\_\_\_\_ Part Owner \_\_\_\_\_ Mortgage/Lien Holder \_\_\_\_\_

Receiving Parcel Fee owner \_\_\_\_\_ Part Owner \_\_\_\_\_ Mortgage/Lien Holder \_\_\_\_\_

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**PROPERTY INFORMATION - SENDING PARCEL**

Tax Parcel Number 046/0611- \_\_\_\_\_

Site Address and Location \_\_\_\_\_

Total acres \_\_\_\_\_ Current Zoning \_\_\_\_\_

Current Land Use(s) \_\_\_\_\_

In your own words, describe why this property complies with the TDR policies as a sending parcel. Attach additional sheets as needed. \_\_\_\_\_

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In your own words, explain how this property satisfies the towns' development siting criteria. Attach additional sheets as needed. \_\_\_\_\_

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## PROPERTY INFORMATION – RECEIVING PARCEL

**Tax Parcel Number 046/0611- - - - -**

**Site Address and Location** \_\_\_\_\_

**Total acres** \_\_\_\_\_ **Current Zoning** \_\_\_\_\_

**Current Land Use(s)** \_\_\_\_\_

**Have any building rights been exercised or transferred to this receiving parcel prior to this application? YES, NO If yes, give all dates, CSM and parcel numbers assigned. Add additional sheets as needed.**

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**In your own words, describe why this property complies with the TDR policies as a receiving parcel. Attach additional sheets as needed.**

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**In your own words, describe how development of this parcel will not pose a conflict with existing agricultural activities on abutting parcels Add additional sheets as needed.**

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**Attach the following items to this application:**

1. A current Dane County Density Study for the sending and receiving parcels.
2. A current title report for the sending and receiving parcels.

3. DCI Mapping copies or aerial photos of the applicable section with the sending and receiving parcel locations clearly marked. Photos are available from the Clerk; DCI Mapping instructions are included in this packet.
4. A complete legal description of all sending and receiving parcel(s). Copies of recorded deeds are preferred.
5. Copies of all existing and/or recorded easements and/or deed restrictions on both the sending and receiving parcels.
6. Dane County Soil Survey maps clearly indicating all soil types of all sending and receiving parcels.
7. A site plan of the receiving parcel marked "Receiving Parcel" and clearly showing road access and a suitable building site. Directional indication (north), approximate lengths and measurements, town and county roads, and acreages must also, be shown.
8. Names and addresses of all property owners within 1320 feet of the receiving property boundaries, and a copy of the notice of intent to file this application that was mailed to those owners.
9. Drafts of all amendments to deed restrictions and/or Conservation Easements, if any.
10. Cash, or check made payable to the "Town of Pleasant Springs," in the amount of \$950.00 per development right requested to be transferred.

Please see the attached copy of the Town of Pleasant Springs Comprehensive Plan pertaining to Transfer of Development Rights.

I verify that I have read the foregoing application, which may include attached documents and information. I have personal knowledge of the contents thereof, and I sign this application under penalty of perjury. I understand that an incomplete application will not be accepted.

*Each owner, lien/mortgage holder and party at interest must sign. Additional signatures on reverse.*

Signature	Date

## THINGS YOU SHOULD KNOW ABOUT TRANSFERRING DEVELOPMENT RIGHTS

1. NO transfer of a development right will occur without the signature of all lien holders and other parties who have an interest in the sending parcel at the time of application. Failure to disclose and obtain the signatures of all such parties shall render the application and /or transfer to be void ab initio.
2. All fees paid to the town are non-refundable.
3. Incomplete applications will not be accepted. The Plan Commission contact person will make a preliminary review for completeness. If the application is found incomplete, it must be completed prior to filing with the Clerk. Your contact person must initial the application.
4. Inaccuracies or falsification of any information in the application may be grounds to revoke the application and/or invalidate a transfer.
5. All transfers require creation and approval of a Certified Survey Map. Rezoning will likely also be required.
6. Upon approval of the transfer(s), any deed restrictions and/or deed notices must be recorded within the delayed effective date requirements of Dane County or the transfer(s) will be void.
7. Transfers of each density unit from the Agriculture Transition Area will require the recording of a Conservation Easement on a portion of the sending property commensurate with the number of density units transferred. For example, to transfer one building right, the applicant must record a Conservation Easement on a minimum of thirty-five acres of the sending property.
8. The recorded Conservation Easement must include a legal description of the sending and receiving properties, and must detail the number of rights transferred. Such easements shall run in favor of the town and a third-party land trust, both of whom will have enforcement rights. At a minimum, the easement must require the town, land owner and third-party trust to agree to any amendment of the easement in writing and only after the town conducts a public hearing on the proposed amendment(s). The land owner(s) shall pay all costs associated with any amendment.
9. The land owner shall provide the town with two copies of all recorded documents required by an approved transfer within thirty days of recording each document.
10. Upon the transfer of a development right, the sending parcel shall be disqualified by deed restriction from any further residential development.

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City/State/ Zip \_\_\_\_\_

Daytime Phone contact \_\_\_\_\_ cell \_\_\_\_\_

e-mail \_\_\_\_\_

**Sending Parcel** Fee owner \_\_\_\_\_ Part Owner \_\_\_\_\_ Mortgage/Lien Holder \_\_\_\_\_  
**Receiving Parcel** Fee owner \_\_\_\_\_ Part Owner \_\_\_\_\_ Mortgage/Lien Holder \_\_\_\_\_

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City/State/ Zip \_\_\_\_\_

Daytime Phone contact \_\_\_\_\_ cell \_\_\_\_\_

e-mail \_\_\_\_\_

**Sending Parcel** Fee owner \_\_\_\_\_ Part Owner \_\_\_\_\_ Mortgage/Lien Holder \_\_\_\_\_  
**Receiving Parcel** Fee owner \_\_\_\_\_ Part Owner \_\_\_\_\_ Mortgage/Lien Holder \_\_\_\_\_

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City/State/ Zip \_\_\_\_\_

Daytime Phone contact \_\_\_\_\_ cell \_\_\_\_\_

e-mail \_\_\_\_\_

**Sending Parcel** Fee owner \_\_\_\_\_ Part Owner \_\_\_\_\_ Mortgage/Lien Holder \_\_\_\_\_  
**Receiving Parcel** Fee owner \_\_\_\_\_ Part Owner \_\_\_\_\_ Mortgage/Lien Holder \_\_\_\_\_

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City/State/ Zip \_\_\_\_\_

Daytime Phone contact \_\_\_\_\_ cell \_\_\_\_\_

e-mail \_\_\_\_\_

**Sending Parcel** Fee owner \_\_\_\_\_ Part Owner \_\_\_\_\_ Mortgage/Lien Holder \_\_\_\_\_  
**Receiving Parcel** Fee owner \_\_\_\_\_ Part Owner \_\_\_\_\_ Mortgage/Lien Holder \_\_\_\_\_

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City/State/ Zip \_\_\_\_\_

Daytime Phone contact \_\_\_\_\_ cell \_\_\_\_\_

e-mail \_\_\_\_\_

**Sending Parcel** Fee owner \_\_\_\_\_ Part Owner \_\_\_\_\_ Mortgage/Lien Holder \_\_\_\_\_  
**Receiving Parcel** Fee owner \_\_\_\_\_ Part Owner \_\_\_\_\_ Mortgage/Lien Holder \_\_\_\_\_

I verify that I have read the foregoing application, which may include attached documents and information. I have personal knowledge of the contents thereof, and I sign this application under penalty of perjury. I understand that an incomplete application will not be accepted.

*Each owner, lien/mortgage holder and party at interest must sign.*

STATE OF WISCONSIN  
Dane County

, being first duly sworn on oath says that (s)he is the person who made and signed the foregoing application for a Transfer of Development, that all the statements made by the applicant are true and he appoints \_\_\_\_\_ as agent to act on his behalf.

X \_\_\_\_\_

Applicant sign here

Subscribed and sworn to before me this  
day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County,  
Wisconsin

My Commission Expires \_\_\_\_\_

*Sample Notice of Intent letter*

**NOTICE OF INTENT TO EXERCISE  
TRANSFER OF DEVELOPMENT RIGHT**

**TOWN OF PLEASANT SPRINGS  
DANE COUNTY, WISCONSIN**

Notice is hereby given that Greg Duckert, 2296 Tower Dr., Stoughton, WI 53589, intends to exercise a Transfer of Development Right in the Town of Pleasant Springs pursuant to the Pleasant Springs comprehensive Plan.

The location of the receiving parcel is 2296 Tower Dr., Stoughton, WI 53589, SEC 24-6-11 SW1/4 NW1/4. A map showing the location is attached.

A Public Hearing will be held virtually on a future date, yet to be determined.

The purpose of the hearing is to receive comments, objections, or suggestions concerning the proposed transfer and rezoning of property.

Any person may file written comments on the transfer and rezoning issue with the Town of Pleasant Springs, 2354 County Hwy N, Stoughton, WI 53589.

Dated this 30<sup>th</sup> day of November, 2020.

(owner's signature)

# **SAMPLE**

## **NOTICE OF INTENT TO EXERCISE TRANSFER OF DEVELOPMENT RIGHT**

### **TOWN OF PLEASANT SPRINGS DANE COUNTY, WISCONSIN**

Notice is hereby given that NAME(S) OF ALL OWNERS AND THEIR COMPLETE ADDRESSES (NO P O BOX) intends to exercise a Transfer of Development Right in the Town of Pleasant Springs pursuant to the Pleasant Springs Comprehensive Plan.

The location of the receiving parcel is ADDRESS AND LEGAL DESCRIPTION. A map showing the location is attached.

A Public Hearing will be held on DAY, DATE, at the City County Building, 210 Martin Luther King Jr. Blvd, Madison, Wisconsin, commencing at TIME, or as soon thereafter as is practicable.

The purpose of the hearing is to receive comments, objections, or suggestions concerning the proposed transfer and rezoning of the property.

Any person may file written comments on the transfer and rezoning issue with the Dane County Zoning Administrator, Room 116, City County Building, 210 Martin Luther King Jr. Blvd, Madison, Wisconsin,

Dated this DATE of MONTH, YEAR

OWNERS SIGNATURE(S)

## Make a Selection



Choose between 4 available options

Info/Contact

Address Book

Deeded Drawing

Deeded Drawing

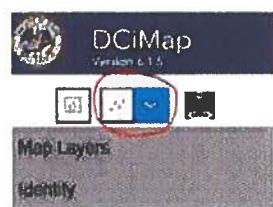
Deeded Drawing

### 1. Select a parcel, lake, or other polygons on the map

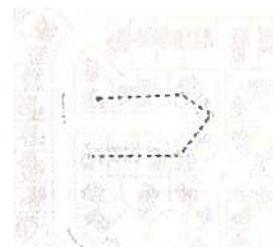


### 2. Select multiple parcels

In the Select By dropdown menu, choose your method of selection (Point, Polygon, Rectangle, Circle, or Polygon)

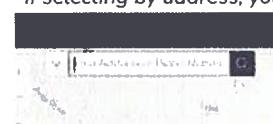


Draw your graphic to select the parcels. Double-click when finished



### 3. Select a parcel by adding a parcel number or address to the Search box.

\*If selecting by address, you will need to select the parcel on the map after it zooms to the address point.



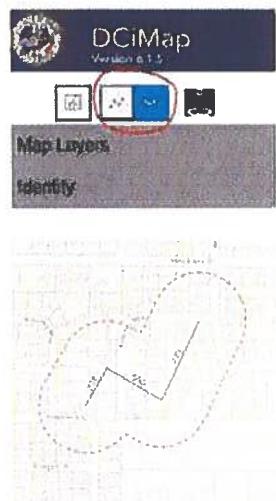
### 4. Create a graphic and buffer.

Set your buffer distance. If you want to change the default buffer distance of 300 feet, go to the context menu and select 'Edit Buffer Distance (300 feet)'

Click on 'Apply buffer on select' to activate it.



Draw your graphic. Double-click when finished



[Next: Create a Buffer](#)



## Create a Buffer

(optional)



Info Contact

Search

Search

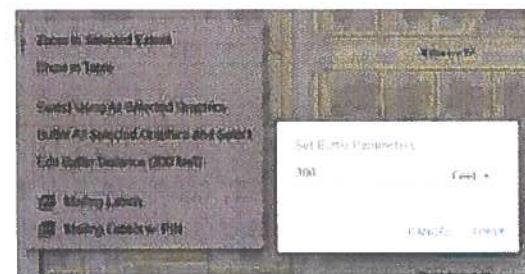
Change Address  
Labels

Print  
Directions

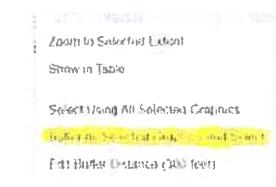
1. After a selection has been made go to the Identify panel and select the context menu (3 vertical dots) next to Parcels.



2. If you want to change the 300ft default buffer distance, select **Edit Buffer 300 feet**, change the value and then select **Apply**.



3. Select **Buffer All Selected Graphics** and **Select** to select all parcels within the buffer.



Next: Create the Labels

# Create the Labels



Info Center

Identify

Address

Decom

Change/Checkin

Issue

Report

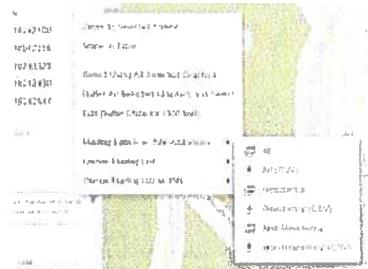
Structure

1. Click the context menu (three vertical dots) next to "Parcels" in the Identify window. The number of selected parcels will appear to the left of "Parcels," highlighted in blue



There are 3 types of mailing labels to create

1. Mailing labels with site addresses - These are addresses of the homes and not the billing address

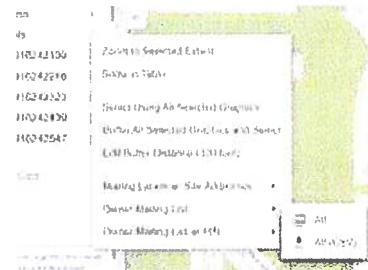


After selecting this option, choose from two formats and three types

- All - All addresses in PDF format
- All (CSV) - All addresses in CSV format
- Residential - Only residential addresses in PDF format
- Residential (CSV) - Only residential addresses in CSV format
- Non-Residential - Only non-residential addresses in PDF format
- Non-Residential (CSV) - Only non-residential addresses in CSV format

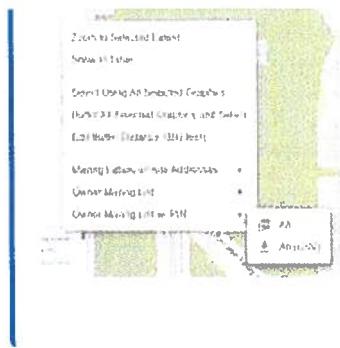
2. Owner Mailing List - Standard mailing labels that are addressed to the billing address

This option has two formats, CSV and PDF



3. Owner Mailing List w/PIN - Mailing labels that are addressed to the billing address, with the parcel number displayed at the top

This option has two formats, CSV and PDF



## RESTRICTIONS

### PETITION

**Use black ink & print legibly**

WHEREAS, \_\_\_\_\_

is/are owner(s) of the following described real estate in the

Town of \_\_\_\_\_ in Dane County,

further described as follows:

*(Use reverse side if more space is needed for the complete property description.)*

*Property Description:*

*Recording area*

Name and return address:

PARCEL IDENTIFICATION NUMBER(S)

**WHEREAS**, said owner(s) desires to place certain restrictions on the above-said real estate, to bind the owner(s) and those who may acquire title hereafter.

**WHEREAS**, the restrictions provided herein shall be enforceable at law or equity against any party who has or acquires any interest in the land subject to these restrictions by the following who are named as grantees and beneficiaries with enforcement rights:

1. The County Government of Dane County, Wisconsin provided that the lands are under the jurisdiction of the County zoning ordinance at the time the enforcement action is commenced, and;
2. The Town Government of the Town of \_\_\_\_\_, Dane County, provided that the lands are within the jurisdiction of said Town at the time the enforcement action is commenced, and;
3. The owner(s) of record of any lands that are located within 300 feet of the subject property.

**THEREFORE**, the following restrictions are hereby imposed: *(Use reverse side or attachment if more space is needed.)*

The restrictions set forth herein may be amended or terminated in the following manner:

1. The owner(s) of the subject property may submit a written petition calling for the amendment or termination of the restrictions. Such petition must be submitted to the Dane County Clerk who shall refer the petition to the Dane County Zoning and Natural Resources Committee (or successor committee), which shall then schedule and hold a public hearing on the petition.

The petition shall also be referred to the Town Government of the Town in which the subject property is located. The Zoning and Natural Resources Committee shall issue a written report on the petition to the County Board of Supervisors. The County Board shall, by majority vote, approve or reject the petition. Amendment or termination of the restrictions shall also require the approval of the Town Board.

2. Upon approval of the petition calling for amendment or termination of the restrictions, the owner(s) of the subject property shall draft the amendatory covenant instrument. The owner(s) shall then execute and record the amendatory covenant with the Dane County Register of Deeds.
3. A rezoning of the subject property to a different zoning district shall also act to terminate the restrictions set forth herein.

Date

Date

Signature of Grantor (owner)

Signature of Grantor (owner)

\*Name printed

\*Name printed

Date

Date

Signature of Grantor (owner)

Signature of Grantor (owner)

\*Name printed

\*Name printed

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

STATE OF WISCONSIN, County of \_\_\_\_\_

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)

Print or type name \_\_\_\_\_

\*Names of persons signing in any  
capacity must be typed or printed

## DIRECTIONS FOR FILLING OUT RESTRICTIONS

**NOTE:** The above restriction document is being provided for your convenience and may be recorded to comply with the requirements of your recently approved zoning petition. If you choose not to use this document, please ensure that your restriction document includes a detailed property description as well as the provisions listed on page 2, which address enforcement rights. Property descriptions have been derived from readily available sources such as tax records, surveys, deeds, and other recorded documents. Please review the property description to ensure accuracy and completeness.

**THIS AREA IS FOR  
REGISTER OF DEEDS  
RECORDING ONLY.**

**DO NOT WRITE IN THIS  
SPACE.**

**STEP 1**

**STEP 3**

WHEREAS,        **FILL IN THE PROPERTY  
OWNER(S) NAME(S) HERE**       

**STEP 2**

is/are owner(s) of the following described real estate in the

**FILL IN TOWN NAME**

Town of \_\_\_\_\_ in Dane County,

further described as follows:

**STEP 4**

(Use reverse side if more space is needed for the complete property description.)

Recording area

Name and return address:

**FILL IN OWNER(S) NAME  
AND RETURN ADDRESS IN  
THIS SPACE**

**FILL IN THE PARCEL  
NUMBER(S) OF THE  
PROPERTIES IN THIS  
SPACE**

PARCEL IDENTIFICATION NUMBER(S)

Legal Description:

**A PROPERTY DESCRIPTION OF TO WHICH THE RESTRICTIONS APPLY  
APPEARS HERE. YOU MAY BE REQUIRED TO INSERT CERTIFIED  
SURVEY MAP (CSM) INFORMATION.**

**IF CSM INFORMATION IS REQUIRED, PLEASE COORDINATE WITH  
YOUR SURVEYOR AND THE DANE COUNTY LAND DIVISION REVIEW  
OFFICER AND FILL IN THE INFORMATION ACCORDINGLY.**

**YOU MAY BE ASKED TO SUBMIT THE FINAL CSM AND SIGNED,  
NOTARIZED RESTRICTION DOCUMENT TO THE DANE COUNTY LAND  
DIVISION REVIEW OFFICER WHO WILL FILL IN THE CSM RECORDING  
INFORMATION AND SIMULTANEOUSLY RECORD BOTH DOCUMENTS  
ON YOUR BEHALF.**

**WHEREAS**, said owner(s) desires to place certain restrictions on the above-said real estate, to bind the owner(s) and those who may acquire title hereafter.

**WHEREAS**, the restrictions provided herein shall be enforceable at law or equity against any party who has or acquires any interest in the land subject to these restrictions by the following who are named as grantees and beneficiaries with enforcement rights:

4. The County Government of Dane County, Wisconsin provided that the lands are under the jurisdiction of the County zoning ordinance at the time the enforcement action is commenced, and **STEP 5** → **TOWN NAME**
5. The Town Government of the Town of \_\_\_\_\_, Dane County, provided that the lands are within the jurisdiction of said Town at the time the enforcement action is commenced, and;
6. The owner(s) of record of any lands that are located within 300 feet of the subject property.

**THEREFORE**, the following restrictions are hereby imposed: *(Use reverse side or attachment if more space is needed.)*

**THE RESTRICTIONS ON THE PROPERTY APPEAR HERE.  
DO NOT WRITE IN THIS SPACE.**

The restrictions set forth herein may be amended or terminated in the following manner:

4. The owner(s) of the subject property may submit a written petition calling for the amendment or termination of the restrictions. Such petition must be submitted to the Dane County Clerk who shall refer the petition to the Dane County Zoning and Natural Resources Committee (or successor committee), which shall then schedule and hold a public hearing on the petition.

The petition shall also be referred to the Town Government of the Town in which the subject property is located. The Zoning and Natural Resources Committee shall issue a written report on the petition to the County Board of Supervisors. The County Board shall, by majority vote, approve or reject the petition. Amendment or termination of the restrictions shall also require the approval of the Town Board.

5. Upon approval of the petition calling for amendment or termination of the restrictions, the owner(s) of the subject property shall draft the amendatory covenant instrument. The owner(s) shall then execute and record the amendatory covenant with the Dane County Register of Deeds.
6. A rezoning of the subject property to a different zoning district shall also act to terminate the restrictions set forth herein.

## STEP 6

Date \_\_\_\_\_

Signature of Grantor (owner) \_\_\_\_\_

\*Name printed \_\_\_\_\_

**OWNER(S) MUST HAVE SIGNATURE(S) NOTARIZED, AND FILE THE RESTRICTION DOCUMENT WITH THE DANE COUNTY REGISTER OF DEEDS. DO NOT RECORD THESE DIRECTIONS. A COPY OF THE RECORDED DOCUMENT SHOULD BE PROVIDED TO DANE COUNTY ZONING.**

Date \_\_\_\_\_

Date \_\_\_\_\_

Signature of Grantor (owner) \_\_\_\_\_

Signature of Grantor (owner) \_\_\_\_\_

\*Name printed \_\_\_\_\_

\*Name printed \_\_\_\_\_

## STEP 7

PRINT OR TYPE YOUR NAME HERE

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

Jane Q. Landowner

\*Names of persons signing in any capacity must be typed or printed

STATE OF WISCONSIN, County of \_\_\_\_\_

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)

# Sample Conservation Easement

This is a sample Conservation Easement. Please keep in mind that not all easements will follow

the exact same format and that each easement will be tailored to meet the unique needs of each

landowner and his or her family. GRANT OF CONSERVATION  
EASEMENT AND DEVELOPMENT RIGHTS

THIS GRANT OF CONSERVATION EASEMENT

AND DEVELOPMENT RIGHTS (the "GRANT") is

made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by

\_\_\_\_\_, husband and wife (hereinafter

"Grantors"), in favor of the Town of Dunn, a Wisconsin municipal corporation, (hereinafter the "Town"), and

DANE COUNTY NATURAL HERITAGE

FOUNDATION, INC., a Wisconsin nonstock corporation, (hereinafter the "Foundation") as a holder of the conservation easement and development rights pursuant to the provisions of section 700.40(1)(a) of the Wisconsin Statutes. The Town and Foundation are collectively referred to herein as "Grantees."

Return to:

Town of Dunn

4156 County Road B

McFarland WI, 53558

Parcel Identification Nos.

Parcel Identification Nos.:

028-0610-XXXXXX

WITNESS THAT:

WHEREAS, \_\_\_\_\_ are the sole owners in fee simple of certain real property in

the Town of Dunn, Dane County, Wisconsin, more particularly described as:

[insert property legal description]

and hereinafter referred to as the "Property;" and

WHEREAS, Exhibit A consists of a Plat of Survey of the Homestead Area prepared by \_\_\_\_\_ and dated \_\_\_\_\_, 2000; and

WHEREAS, the Property, in its present state, has significant and substantial value as agricultural

land and conservation open space; and

WHEREAS, the Town has established a Rural Preservation Program pursuant to its Ordinance 4-

3 to acquire conservation easements imposing limitations on the subject lands in order to protect

viable farm operations and farmland, to maintain the rural character of the Town of Dunn, to

permanently preserve scenic vistas and environmentally significant areas, to restrict land

divisions, to retain and protect open space values of real property and assure the availability of

real property for agricultural, forest, recreational or open space uses; and

WHEREAS, Grantors desire and intend that the agricultural and conservation open space values

of the Property be preserved and maintained in order to assure the availability of real property for agricultural, forestry and open space uses; and WHEREAS, the Grantors and the Grantees desire, intend and have the common purpose of retaining the Property in agricultural and conservation open space use by placing restrictions on the use of the Property and authorizing Grantees to monitor and enforce such restrictions, all as described herein; and WHEREAS, the Grantees are each qualified to be a "holder" (as that term is defined in section 700.40(1)(b) of the Wisconsin Statutes) of conservation easements pursuant to section 700.40(2) of the Wisconsin Statutes; and

WHEREAS, the specific conservation values of the Property are documented in an inventory of relevant features of the Property, dated \_\_\_\_\_ 2000, on file at the offices of the Grantees and United States Department of Agriculture - Natural Resource Conservation Service and incorporated by this reference ("baseline data"), which consists of reports, maps, photographs and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this Grant intended to serve as an objective information baseline for monitoring compliance with the terms of this Grant; and WHEREAS, the common law and the uniform conservation easement act, section 700.40 of the Wisconsin Statutes, provide for the creation and conveyance of conservation easements which impose restrictions or affirmative obligations on the owner of lands; and WHEREAS, the Grantees agree by accepting this Grant to honor the intentions of Grantors stated herein and to preserve and protect in perpetuity the conservation and agricultural values of the Property for the benefit of this generation and the generations to come. NOW, THEREFORE, for and in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein and in payment of \_\_\_\_\_ dollars (\$XX,000) by the Town, and of one dollar (\$1.00) by the Foundation, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the laws of the State of Wisconsin, including section 700.40 of the Wisconsin Statutes, Grantors hereby voluntarily grant and convey with general warranty of title, to the Grantees, and their respective successors and

assigns a conservation easement in perpetuity over the Property of the nature and character and to the extent set forth herein.

The Grantors acknowledge that part of the consideration paid for this conservation easement was provided by the United States Secretary of Agriculture and thus entitles such Secretary to the rights identified herein.[This paragraph is used when USDA grant monies are involved in the transaction.]

The development rights conveyed by this Grant shall include all development rights except those specifically reserved by the Grantors herein and those reasonably required to carry out the permitted uses of the Property as herein described. The conservation easement and restrictions hereby conveyed consist of covenants on the part of the Grantors to do or refrain from doing, severally and collectively, the various acts set forth below. It is hereby acknowledged that these covenants shall constitute a servitude upon the land and shall run with the land in perpetuity.

1. PURPOSE. It is the purpose of this Grant to conserve productive agricultural land in order to facilitate active and economically viable farm use of the Property now and in the future and to conserve scenic, conservation open spaces in order to maintain, for the benefit of future generations, the essential characteristics of the Town and to prevent any use of the Property that will significantly impair or interfere with these purposes. The Property shall be used only for agriculture, silviculture, open space, noncommercial recreation and limited residential and commercial use as expressly provided in this grant.

Grantors and Grantees recognize these agricultural, open space and scenic values of the Property, and share the common purpose of conserving these values by this Grant to prevent the use or development of the Property for any purpose or in any manner which would conflict with the maintenance of these values. Grantees accept such conservation restrictions and development rights in order to conserve these values for present and future generations.

2. PROHIBITED USES. Any activity on or use of the Property inconsistent with the purpose of this Grant is prohibited. No residential, commercial, industrial, or mining activities shall be

permitted, and no building, structure or appurtenant facility or improvement shall be constructed, created, installed, erected or moved onto the Property, except as specifically permitted under this Grant. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) The division of the Property into smaller parcels, whether through legal or de facto subdivision, including divisions through the creation of condominiums, site leases, lot line adjustments or other means, except as provided in this subparagraph. No portion of the Property shall be used in any manner to increase the density of development of any such lands not subject to this Grant, whether through the common ownership of such parcels, transfer of development rights or by any other means. It is the intent of this subparagraph to require that the entire Property remain as a single, indivisible tract managed for the purposes of this Grant and to prohibit the conveyance of existing quarter-quarter sections or any other existing whole legal descriptions, except as a part of the entire Property or as a part of a lot line adjustment authorized below. Portions of the Property may be conveyed, with the approval of Grantees, to adjacent owners and such portions attached to adjacent parcels through lot line adjustments, provided that no such transfer may be permitted which would result in the existence of more than XX parcels or tracts which include any portion of the Property. The parties recognize that the fractionalization of ownership interests in the Property increases the burden on the Grantees to monitor and enforce this Grant and intend by this subparagraph to limit the division of the Property into smaller parcels and to limit any portion of the Property in order to minimize that burden.

(b) Use of the Property for commercial or industrial purposes, including use by easement or other right of access or passage across or upon the Property in conjunction with commercial activity, except as provided below.

(1) The Property may be used for agricultural and forestry purposes as provided in section 2(g).

(2) The Grantors or occupants of the permitted residence under 2(c)(1) may carry on home occupations within such residence, provided that: (i) such uses are incidental to the residential

use of the residence, (ii) not more than one-quarter of any floor of such residence is devoted to the home occupation, and (iii) the home occupation does not involve regular parking for more than two automobiles.

(3) The Grantors may charge rent or fees for permitted uses of the Property.

(c) The placement or construction of any buildings, structures, or other improvements of any kind (including, without limitation roads, and parking lots) other than the following:

(1) Subject to (2) below, the maintenance, renovation, expansion, or replacement of single-family residential dwelling and accessory buildings within the Homestead Area as described and delineated in Exhibit A.

(2) The placement, construction, maintenance, renovation, expansion, or replacement of buildings and other structures and improvements including parking lots and other impervious surfaces for agricultural use within the Property, provided that the total aggregate ground coverage of all buildings and other structures and improvements does not exceed xxxx square feet (5% of acreage). For the purposes of this Paragraph, impervious surfaces shall be defined as any material which covers land which inhibits the percolation of stormwater directly into the soil, including, but not limited to, buildings, the area covered by roofs of permanent and nonpermanent structures, macadam and pavement, gravel and stone driveways and parking areas.

(3) Utility and wastewater systems including: wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communication or related utility services to the improvements permitted herein may be installed, maintained, repaired, removed and replaced.

(4) Construction and maintenance of fences, irrigation equipment and unpaved farm roads that are necessary and incidental to carrying out the improvements and uses permitted on the property by this Easement are permitted.

(d) Any alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, or peat, except as may be required in the course of agricultural or other activities expressly permitted herein. In no case shall mining of oil, gas, or other minerals be permitted.

(e) Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or sub-surface waters. This paragraph is not intended to prohibit agricultural uses of the Property conducted in accordance with Paragraph 2(g).

(f) Any use or activity, including the draining, tiling, ditching, filling in with earth or any other material, that causes or is likely to cause significant degradation of any wetlands, streams, springs, lakes, ponds, marshes, sloughs, swales, swamps or potholes now existing or hereinafter occurring.

(g) Any manipulation of vegetation including cutting, planting, harvesting or management of trees, agricultural crops and other plants except as provided below:

(1) Trees may be removed, cut and otherwise managed to control insects and disease, prevent personal injury and property damage, and for firewood used on the Property, and to provide for permitted structures. Notice of the above activities must be sent to both Grantees.

(2) The cutting, removal or harvesting of trees may only be undertaken if in accordance with a management plan prepared by the Wisconsin Department of Natural Resources or a qualified natural resource manager. A management plan under this subparagraph shall be reviewed and approved by the Grantees not more than two years prior to the undertaking of such activities.

This provision applies to activities other than those subject to 2(g)(1).

(3) The Property may be used for agricultural and silviculture purposes conducted pursuant to a plan, prepared by the United States Department of Agriculture, Natural Resources Conservation Service, or its designee, which adequately addresses soil and water conservation, pest management, nutrient management, and habitat protection, meets the standards and specifications of the United States Department of Agriculture Natural Resources Conservation Service, or its designee. This plan shall be updated periodically (as determined by the United States Department of Agriculture or its designee), and at any time that the basic type of agriculture operation on the Property changes (as determined by the United States Department of Agriculture or its designee) or upon any change of ownership of the Property.

(4) In order to preserve and enhance the ecological integrity of the Property and to maintain natural habitat for native animal and plant species, vegetation may be planted, introduced or

removed in accordance with a management plan prepared by a qualified natural resource professional and reviewed and approved by the Grantees not more than ten years prior to the undertaking of such activities. This provision applies to activities other than those subject to 2(g)(2) and 2(g)(3).

(5) Any such activities are permitted within the Homestead Area.

(h) No portion of the property shall be used for dumps, landfills or the storage or deposit of waste materials of any kind. Disposal of any waste materials generated by activities permitted under this easement shall be in accordance with applicable state law and with the approval of the Grantees. The storage and spreading of manure, lime or other fertilizer for agricultural purposes and pursuant to Paragraph 2(g)(3), the composting of organic materials in an area of the Property not to exceed ten (10) acres, and the temporary storage of trash generated by the Property in receptacles for periodic off-site disposal, shall be permitted without such prior approval.

(i) The placement of advertising signs or billboards on the Property, except boundary markers, directional signs, signs stating the name and address of the Property and the names of persons living on the Property, signs posted to control unauthorized entry or use of the Property, memorial plaques, the temporary placement of political or religious signs, and temporary signs indicating that the Property is for sale or lease, provided that the placement, number, size and design of any such signs do not significantly diminish the scenic character of the Property. The following types of signs may be placed subject to the prior approval of the Grantees: signs advertising the availability for public sale of agricultural or timber products grown on the premises, and signs informing the public of a permitted home occupation authorized pursuant to Paragraph 2(b)(2).

(j) The use of the Property as an aircraft landing site, public boat marina, or motorized vehicle race track.

(k) No use shall be made of the Property, and no activity thereon shall be permitted which, in the reasonable opinion of the Grantees, is or is likely to become inconsistent with the purposes of this Grant as stated above.

3. RESERVED RIGHTS. Grantors reserve to themselves and their successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not prohibited herein and are not inconsistent with the purpose of this Grant and to sell or otherwise convey the Property subject to the terms, conditions and restrictions of this Grant.

4. RIGHTS OF THE GRANTEEES. To accomplish the purpose of this Grant, the following rights

are conveyed to the Grantees by this Grant:

(a) To enter upon the Property at reasonable times in order to monitor Grantors' compliance with and otherwise enforce the terms of this Grant; provided that such entry shall be upon prior

reasonable notice to Grantors, and shall not unreasonably interfere with Grantors' use and quiet enjoyment of the Property; and

(b) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Grant and to require, at Grantors' sole expense, the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to Paragraph 8.

5. CONTINGENT RIGHT IN THE UNITED STATES OF AMERICA. In the event that the Town or Foundation fail to enforce any of the terms of this easement, as determined in the sole discretion of the Secretary of the United States Department of Agriculture, the said Secretary of Agriculture and his or her successors and assigns shall have the right to enforce the terms of the easement through any and all authorities available under Federal or State law. In the event that the Town or Foundation attempts to terminate, transfer, or otherwise divest itself of any rights, title, or interests of this easement without the prior approval of the Secretary of the United States Department of Agriculture and payment of consideration to the United

States, then, at the option of such Secretary, all right, title and interest of this easement shall become vested in the United States of America. [This section is used when USDA grant monies are part of the transaction.]

6. GRANTEEES' APPROVAL. Where the approval of the Grantees is required, such approval, or denial, shall be given in writing within 30 days of receipt of Grantors' written request therefor.

Such request shall describe the nature, scope, design, location, timetable, and any

other material

aspect of the proposed activity in sufficient detail to permit such Grantees to make an informed

judgment as to its consistency with the purpose of this Grant. Such approval may be withheld

only upon a reasonable determination that the action as proposed would be inconsistent with the

purpose of or would otherwise violate any provision of this Grant.

7. NOTICE OF INTENTION TO UNDERTAKE CERTAIN PERMITTED ACTIONS. The

purpose of requiring Grantors to notify Grantee prior to undertaking certain permitted activities,

as provided in paragraph 2(g)(1), is to afford Grantee an opportunity to ensure that the activities

in question are designed and carried out in a manner consistent with the purposes of this

Easement. Whenever notice is required Grantors shall notify Grantee in writing not less than ten

(10) days prior to the date Grantors intend to undertake the activity in question. The notice shall

describe the nature, scope, design, location, timetable, and any other material aspect of the

proposed activity in sufficient detail to permit Grantee to make an informed judgement as to its

consistency with the purpose of this Easement.

8. ENFORCEMENT OF THE RESTRICTIONS. If either Grantee determines that Grantors are in violation of the terms of this Grant or that a violation is threatened, written notice of such

violation or threatened violation shall be given to Grantors advising Grantors of the nature and

extent of the violation or threatened violation and demanding corrective action sufficient to cure

the violation and, where the violation involves injury to the Property resulting from any use or

activity inconsistent with the purpose of this Grant, to restore the portion of the Property so

injured. If Grantors fail to cure the violation within 45 days after receipt of such notice, or under

circumstances where the violation cannot reasonably be cured within a 45 day period, fails to

begin curing such violation within the 45 day period, or fails to continue diligently to cure such

violation until finally cured, the affected Grantee may bring an action at law or in equity in a

court of competent jurisdiction to enforce the terms of this Grant, to enjoin the violation, ex parte

as necessary, by temporary or permanent injunction, to recover any damages to which it may be

entitled for violation of the terms of this Grant, or injury to any conservation values protected by

this Grant, including damages for the loss of scenic, aesthetic, or environmental

values, and to require the restoration of the Property to the condition that existed prior to any such injury. Such Grantee, shall apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation values of the Property, it may pursue its remedies under this paragraph without prior notice to Grantors or without waiting for the period provided for cure to expire. The rights of the Town and Foundation under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Grant, and Grantors agree that remedies at law for any violation of the terms of this Grant are inadequate and that the Town and Foundation shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which they may be entitled, including specific performance of the terms of this Grant, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

#### 9. ENFORCEMENT.

(a) Costs of Enforcement. Any costs incurred by Grantees in enforcing the terms of this Grant against Grantors, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantors' violation of the terms of this Grant shall be borne by Grantors. If Grantors prevail in any action to enforce the terms of this Grant, Grantors' costs of suit, including, without limitation, attorneys' fees, shall be jointly borne by the Grantees. However, no such costs shall be recoverable from either the Town or Foundation and their successors and assigns, unless that party has initiated or voluntarily become a party to such proceedings.

(b) Enforcement Discretion. Enforcement of the terms of this Grant shall be at the discretion of Grantees, and any forbearance by either of them to exercise its rights under this Grant in the event of any breach of any term of this Grant by Grantors shall not be deemed or

construed to be a waiver by Grantees of any subsequent breach of the same or any other terms of this Grant or of any of Grantees' rights under this Grant. No delay or omission by Grantees in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

(c) Waiver of Certain Defenses. Grantors hereby waive any defense of laches, estoppel, or prescription.

(d) Acts Beyond Grantors' Control. Nothing contained in this Grant shall be construed to entitle Grantees to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

10. ACCESS. No right of access by the general public to any portion of the Property is conveyed by this Grant.

11. COSTS AND LIABILITIES. Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage.

(a) Taxes. Grantors shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority

(collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Grant.

(b) Hold Harmless. Grantors shall hold harmless, indemnify, and defend the Grantees and the

United States of America and their respective members, directors, officers, employees, agents

and contractors and the successors and assigns of each of them (collectively "Indemnified

Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of

action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees

arising from or in any way connected with: (1) injury to or the death of any person, or physical

damage to any property, resulting from any act, omission, condition, or other matter

related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation, or requirement, including the existence or administration of this Grant. This subparagraph shall not be construed to relieve the Grantees from any liability for which it would otherwise be responsible for injuries to its employees on the Property in the course and scope of their duties.

(c) Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantees to exercise physical or managerial control over the day-to-day operation of the Property, or any of Grantors' activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or similar law imposing legal liability on the owner or operator of real property.

12 ASSIGNMENT. With the Town's approval, the Foundation, may transfer their respective interest in this Grant, but only to entities qualified to be a holder of conservation easements at the time of transfer under section 700.40(1)(b) of the Wisconsin Statutes as it may be amended from time to time. The Town may transfer its interest in this grant only to the State of Wisconsin or an agency or political subdivision of the State of Wisconsin. Such an assignment shall be evidenced by a recorded document evidencing the assignment of the Town or Foundation (and in the case of the Foundation, the approval of the Town as provided in Paragraph 6), and the acceptance by the assignee.

13. SUBSEQUENT TRANSFERS. Grantors agree to incorporate the terms of this Grant by specific reference to the recording data hereof in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Each party further agrees to give written notice to the other parties of the transfer of the Property or of any interest in this Grant at least 30 days prior to the date of such transfer. The failure of Grantors to perform any act required by this paragraph

shall not impair

the validity of this Grant or limit its enforceability in any way.

14. ESTOPPEL CERTIFICATES. Upon request by Grantors, Grantees shall within 30 days of delivery of such request, execute and deliver to Grantors any document, including an estoppel certificate, which certifies Grantors' compliance with any obligation of Grantors contained in this Grant (and, if applicable, any violation(s) outstanding) and otherwise evidences the status of this Grant as may be requested by Grantors.

15. NOTICES. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to another party shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

Town of Dunn

4156 County Road B

McFarland, WI 53558

Dane County Natural Heritage Foundation, Inc.

303 S. Paterson Street, Suite 6

Madison, WI 53703

XXXXXXXXXXXX

XXXXXXXXXXXX Road

XXXXXXXXXX, WI 53XXX

or to such other address as any party from time to time shall designate by written notice to the others.

16. RECORDATION. The Town shall record this instrument in the Office of the Dane County

Register of Deeds. Grantees may re-record it at any time.

17. EXTINGUISHMENT. If circumstances arise in the future such as render the purpose of this

Easement impossible to accomplish, this Easement can only be terminated or extinguished,

whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.

18. CONDEMNATION. If the Easement is taken, in whole or in part, by exercise of the power

of eminent domain, the Grantees and the United States of America shall be entitled to

compensation in accordance with applicable law.

19. PROCEEDS. If this Easement is terminated and the Property is subsequently sold, exchanged, or taken in condemnation then, Grantees and the United States of America shall

collectively be entitled to a portion of the proceeds for such sale, exchange or condemnation

equal to the Proportionate Share, as provided herein.

For the purposes of calculating proceeds from a sale or other disposition of the

Property, the Easement shall have a value equal to a percentage (the "Proportionate Share") of the value of the Property unencumbered by this Easement. The Proportionate Share has been determined by dividing the value of this Easement (\$XX,000), calculated as of the date hereof, by the unencumbered value of the Property (\$XXX,000), also calculated as of the date hereof. The Proportionate Share is forty-nine percent (XX%) further allocated as follows: (a) to the Town or its designee fifty percent (XX%), (b) to the United States of America fifty percent (XX%). The Town or its designee shall use the proceeds from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment in a manner consistent with the conservation purposes of this grant.

20. SUBSEQUENT LIENS ON PROPERTY. No provision of this Easement should be construed as impairing the ability of the Grantors to use this Property as collateral for a subsequent borrowing, provided any subsequent liens are subordinate to this Easement.

21. GENERAL PROVISIONS.

(a) Controlling Law. The interpretation and performance of this Grant shall be governed by the laws of the State of Wisconsin.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Grant shall be liberally construed in favor of the Grant to effect the purpose of this Grant and the policy and purposes of section 700.40 of the Wisconsin Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Grant

that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Grant, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Grant, or the application of such provision to persons or circumstances other than those as to which it is found

to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Grant and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Grant, all of which are merged herein.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantors'

title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Grant shall be binding

upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

(g) Amendment. If circumstances arise under which an amendment to or modification of this

Conservation Easement would be appropriate, Grantors and Grantees and the authorized representative of the United States Department of Agriculture may jointly amend this

Conservation Easement by a written instrument recorded in the office of the Dane County

Register of Deeds, provided that any such amendment shall not diminish the goals or purposes of

the Conservation Easement or affect its perpetual duration.

(h) Termination of Rights and Obligations. A party's rights and obligations under this Grant

terminate upon transfer of the party's interest in the Grant or Property, except that liability for

acts or omissions occurring prior to transfer shall survive transfer.

(i) Captions. The captions in this instrument have been inserted solely for convenience of

reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(j) Authority of Signatories. The individuals executing this Grant warrant and represent they are duly authorized to execute and deliver this Grant.

TO HAVE AND TO HOLD unto Grantees, their respective successors and assigns forever.  
IN WITNESS WHEREOF the parties have, by their authorized officers set their hands as of the

day and year first above written.

GRANTORS

---

XXXXXXXXXX

---

XXXXXXXXXX

COUNTY OF DANE )

) ss.

STATE OF WISCONSIN )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000 the above XXXXXX and

XXXX to me known to be the persons who executed the foregoing instrument and acknowledged the same.

---

Notary Public, State of Wisconsin

My commission expires: \_\_\_\_\_

**ACCEPTANCE OF HOLDER'S INTEREST**

The Town of Dunn, by a resolution of its Town Board adopted at a duly convened meeting on

the \_\_\_\_\_ of \_\_\_\_\_ hereby accepts the Holder's interest in this Grant of

Conservation Easement and Development Rights.

**TOWN OF DUNN**

By: \_\_\_\_\_

Edmond P. Minihan, Chairman

ATTEST:

---

Rosalind Gausman, Clerk

**ACCEPTANCE OF HOLDER'S INTEREST**

Dane County Natural Heritage Foundation, Inc., by a resolution of its Board of Directors adopted

at a duly convened meeting on the \_\_\_\_\_ day of \_\_\_\_\_, hereby accepts

the Holder's interest in this Grant of Conservation Easement and Development Rights.

**DANE COUNTY NATURAL HERITAGE FOUNDATION, INC.**

By: \_\_\_\_\_

John Hutchinson, President

ATTEST:

---

Mark Williams, Secretary

**COUNTY OF DANE )**

) ss.

**STATE OF WISCONSIN )**

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000 Edmond P. Minihan, to me known to be the Chairman of the **TOWN OF DUNN**, who executed this Grant of

Conservation Easement and Development Rights and acknowledged that such execution is with

the authority of the Town Board of said Wisconsin municipal corporation.

---

Notary Public, State of Wisconsin

My commission expires: \_\_\_\_\_

**COUNTY OF DANE )**

) ss.

**STATE OF WISCONSIN )**

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000 Rosalind Gausman, to me known to be the Clerk/Treasurer of the **TOWN OF DUNN**, who executed this

Grant of Conservation Easement and Development Rights and acknowledged that such execution

is with the authority of the Town Board of said Wisconsin municipal corporation.

---

Notary Public, State of Wisconsin

My commission expires: \_\_\_\_\_

COUNTY OF DANE )

) ss.

STATE OF WISCONSIN )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000 John Hutchinson,  
to me known to be the President of DANE COUNTY NATURAL HERITAGE FOUNDATION,  
INC., who executed this Grant of Conservation Easement and Development Rights and

acknowledged that such execution is with the authority of the Board of Directors of  
said  
corporation.

---

Notary Public, State of Wisconsin

My commission expires: \_\_\_\_\_

COUNTY OF DANE )

)

STATE OF WISCONSIN )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000 Mark Williams, to  
me known to be the Secretary, of DANE COUNTY NATURAL HERITAGE FOUNDATION,  
INC., who executed this Grant of Conservation Easement and Development Rights and  
acknowledged that such execution is with the authority of the Board of Directors of  
said  
corporation.

---

Notary Public, State of Wisconsin

My commission expires: \_\_\_\_\_

This document was drafted by:

Attorney William P. O'Connor

# AGRICULTURAL PRESERVATION AREA

## Description

The Town has established the Agricultural Preservation Area as a means of preserving agricultural lands and rural character throughout the town while providing opportunities for limited non-farm development. This designation will also serve to promote continued investment in agricultural operations by ensuring that incompatible land uses are directed to areas that will minimize interference with farming activities. The primary land use policy within this area is the density policy, which limits the density of development to one residence or other non-farm development to one unit per 35 gross acres, as detailed under the density determination procedure in this chapter. This area encompasses the most land within the town and includes productive farmlands, farm dwellings and other agricultural land uses, pastureland, woodlots, and scattered non-farm single family dwellings. The policies for this area allow for a limited amount of non-farm residential and commercial development in keeping with the overall goals and objectives of the town to preserve agriculture and rural character.

## Objectives

1. Preserve all prime agricultural land possible in the town.
2. Limit non-farm residential development to low density.
3. Preserve the rural character of the town.
4. Apply farmland preservation policies as the primary determinant in future zoning and other land use decisions.
5. Cooperate with governmental agencies in implementing farmland preservation policies and the tax credit program.
6. Implement land use measures that will discourage and prevent non-farm development in agricultural preservation area.
7. Continue to make decisions that are consistent with maintaining eligibility for those farm operators who participate in the tax credit program.

## Policies within the Agricultural Preservation Area

1. Residential and other non-farm development is limited to those areas with soils not classified as prime farmland or of statewide importance and those areas not shown as having severe or very severe limitations for septic tanks (as shown on soil maps).
2. The density is limited to one lot, residence, or other countable non-farm use (also referred to herein as "split", or "density unit") per thirty-five (35) gross contiguous acres of land owned as of June 6, 1978. This is the date when Exclusive Agriculture zoning was enacted in the Town of Pleasant Springs. This policy is meant literally with no fractions allowed. Any residences, farm or non-farm, in the town count toward the one lot or residence per thirty-five (35) gross acres overall density. Other development may also count toward this density limitation. Please refer to Policy #3 & #4, below. The town will follow the density determination procedure outlined on page 159.
3. Commercial development within the Agricultural Preservation Area is generally discouraged. Any proposed commercial use must comply with the policies listed below.

4. The density policy also applies to certain other forms of development and land divisions. The following shall be counted against the density policy of #2 above:
  - a. Communication towers.
  - b. Any commercial development in the agricultural preservation areas or transitional agriculture area requiring a rezoning out of the A-1EX district.
  - c. Land sales and division or easements granted to public entities (e.g., Dane County Parks, US Fish & Wildlife, WIDNR) shall count against the density policy unless sufficient evidence is provided (as per policy #2, sub. F), documenting that the sale, division, or easement did not involve a density unit.
  - d. Residences for farm owners or operators created under provision of the Dane County Zoning Ordinance 10.123(2) sub (b) and (c) shall count against the density policy.
  - e. Lands annexed to a city or village shall lose all eligible density units afforded under the town density policy. Lands for which an annexation petition has been filed shall have all eligible density units afforded under the town density policy frozen and unavailable for any action. Lands for which an annexation petition has been filed, and subsequently denied by the city or village, shall be removed from abeyance (unfrozen) and again made available for action under the terms of the town's density policies. The amount of land annexed, or proposed for annexation, to a city or village shall be subtracted from the original 6/6/78 farm unit when determining the remaining eligible density under the density determination procedure. For example, if 20 acres of a 105 acre original 6/6/78 farm (3 splits) is annexed to a city or village, the density calculation will be based on 85 acres (2 splits).
5. Subdivisions are not permitted in the agricultural preservation area.
6. Farm residences proposed under provision of the Dane County Zoning Ordinance 10.123(2) sub (b) and (c) undergo town advisory review. Farm residences proposed in the A-1EX district under this provision shall be considered for favorable review by the town only if all the following criteria are met:
  - a. Proposal abides by the density policy of one residence per 35 acres in #2 above; and
  - b. Proposal abides by the county's substantial income test; and
  - c. Proposal follows the residential siting guidelines of the Land Use Plan.

## Limited Transfer of Development Rights Program

### Description

To further the town's farmland preservation goals, limited transfers of splits between different June 6, 1978 farm units that are currently held in single ownership may be permitted subject to the following conditions, standards, and criteria. All of the following policies, criteria and standards must be met for favorable consideration of a proposed transfer under this policy:

### Goal

Preserve productive agricultural land by permitting limited transfers of density units to less productive lands.

## Objectives

1. Promote the clustering of eligible density units on less productive agricultural land and/or land more suitable for development.
2. Provide opportunities for farmers and landowners to maintain large, continuous tracts of productive farmland by enabling the use of eligible density units on other lands under their ownership.

## Policies

1. Lands within the Agricultural Transition Area may be eligible to transfer density units out of the Transition Area to other property under the same ownership only if all of the TDR policies in this section and the following conditions are complied with:
  - a. Applicants wishing to transfer a density unit under this policy shall be required to record a grant of Conservation Easement and Development Rights on a portion(s) of the sending property in an amount commensurate with the number of density units transferred. For example, to transfer one density unit, the applicant must record a Conservation Easement on a minimum of 35 acres of the sending property. The easement would prohibit further development on the property, but would not affect the owner's existing residence (if one exists), or the owner's continued lawful use of the property under the applicable zoning district.
  - b. The conservation easement shall run in favor of the Town and a third party land trust.
  - c. Interested owners should notify the town clerk of their proposal.
  - d. Applicants under this provision will be required to attend a pre-application meeting between the owner and town and county representatives to discuss the proposal prior to consideration by the Town Plan Commission or Board.
2. Only properties within the town's Agricultural Preservation Area are eligible to transfer density units under this policy.
3. Lands annexed to a city or village are not eligible to transfer density units under this provision. Lands for which an annexation petition has been filed shall have all eligible density units afforded under the town density policy frozen and unavailable for any action. Lands for which an annexation petition has been filed, and subsequently denied by the city or village shall be removed from abeyance (unfrozen) and again made available for action under the terms of the town's density policies. The amount of land annexed, or proposed for annexation, to a city or village shall be subtracted from the original 6/6/78 farm unit when determining the remaining eligible density under the density determination procedure. For example, if 20 acres of a 105 acre original 6/6/78 farm (3 splits) is annexed to a city or village, the density calculation will be based on 85 acres (2 splits).
4. Substandard A-1EX zoned parcels less than 35 acres cannot transfer a density unit under this policy.
5. The sending and receiving June 6, 1978 farm units must be held in single ownership. Parcels under single/common ownership cannot be added together to yield an additional density unit. For the purposes of this policy, single (aka "common") ownership is defined as: "Contiguous parcels owned by one individual or by a family, partnership, corporation, or other legal entity, which family or entity includes that individual."
6. Transfers of density units under this policy shall be at a one-to-one ratio (i.e., one developable/buildable lot for each split transferred).

7. Land previously deed restricted to no further residential development can receive a density unit under this policy if the following criteria are satisfied:
  - a. The deed restriction is removed
  - b. The land is of poorer agricultural quality than the sending parcel
  - c. The receiving parcel is not in the Transitional Agricultural Area
  - d. The proposed transfer would further the town's overall goals for agricultural preservation
8. The proposed transferring parcel must have a split available under the Town's Agricultural Preservation Area density policy based on contiguous ownership as of 6/7/78.
9. Transfers under this policy that would result in a subdivision shall not be permitted.
10. The proposed transferring (i.e., "sending") parcel must be able to minimally satisfy the Town's development siting criteria. The purpose of this policy is to ensure that only useable splits are transferred – i.e., if a split can't be used due to environmental or other constraints, it does not forward the goals/objectives of the limited transfer program.
11. The Town shall only consider proposed transfers that would protect productive agricultural land.
12. Landowners proposing limited transfers under this policy shall be required to first obtain a density analysis from the Dane County Department of Planning and Development for both sending and receiving June 6, 1978 farm units.
13. Approval shall be contingent upon deed restrictions being imposed on all of the affected parcels to document the transfer of density units. Such documentation may include deed restrictions prohibiting further residential development, if appropriate, to ensure compliance with the Town's density limitation. Applicants may be responsible for providing legal descriptions of the parcel(s) to be deed restricted.

### **Standards and Criteria**

1. The receiving parcel must be less agriculturally productive than the transferring parcel, and suitable for residential development. The proposed building site(s) on the receiving parcel must not be comprised entirely of Class I soils (as defined by the Dane County Soil Survey).
2. The soils of the transferring parcel must be Class I, II or III (as defined by the Dane County Soil Survey), and/or clearly have a history of past farming activity that would be negatively impacted by any proposed development.
3. The receiving parcel must have adequate road access and a suitable building site that would not result in a "flag lot" with a long driveway bisecting agricultural land. The proposed building site must conform to the Town's Development Siting Standards and Criteria within the Agricultural Preservation Area.
4. The proposed transfer must not pose a potential conflict with existing agricultural activities on neighboring properties.

## Policies

1. Prior to consideration by the town, landowners and/or their agent(s) seeking to obtain a Conditional Use Permit (CUP) for mineral extraction uses shall be required to provide the town Plan Commission and Board with 13 complete copies of the Dane County mineral extraction CUP application. This requirement shall include, but not be limited to, the operations plan, reclamation plan, as well as any other information deemed necessary or appropriate by the town at its sole discretion. Any and all costs for providing this information shall be the responsibility of the applicant.
2. As part of its review of the proposed mineral extraction use, the town will consider the same conditional use permit standards enumerated in the Dane County Zoning Ordinance, sec. 10.255(2)(h).
  - a. *That the establishment, maintenance and operation of the proposed conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.*
  - b. *That the uses, values and enjoyment of other property in the neighborhood for purposes already permitted will not be substantially impaired or diminished by the establishment, maintenance and operation of the proposed conditional use.*
  - c. *That the establishment of the proposed conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.*
  - d. *That adequate utilities, access roads, drainage and other necessary site improvements will be made.*
  - e. *That adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.*
  - f. *That the proposed conditional use does conform to all applicable regulations of the district in which it is proposed to be located.*
3. To ensure these standards are satisfied, the town will consider limitations or conditions on various aspects of the proposed extraction activity. Examples of potential limitations/conditions include restrictions on hours of operation, blasting, improvements necessary for safe ingress/egress, erosion or stormwater control measures, environmental buffers, and/or privacy or security screening, fencing, landscaping, or berthing.

## Development Siting Standards and Criteria within Agricultural Preservation Area

Any proposed residential development, both farm and non-farm, in the agricultural preservation area, shall comply with the following siting and design requirements:

1. The minimum parcel size is one (1) acre.
2. Roads or driveways should avoid crossing agricultural land to reach non-farm development. Generally, "flag lots" or layouts requiring long access roads are discouraged, unless

necessary to promote the town's farmland preservation objectives and access the most appropriate building site.

3. Development shall be directed away from soils classified as "prime farmland," "farmland of statewide significance," those areas shown as having severe or very severe limitations for septic tanks (as shown on soils maps), and hydric ("wet") soils. Discretion may be used for sites that consist entirely of soils classified as "prime farmland" or "farmland of statewide significance."
4. No development shall be permitted within the 100-year floodplain of any navigable waterway in the town.
5. Development within environmental corridors, sensitive environmental areas (e.g., wetlands, woodlands), and on slopes in excess of 12% shall be discouraged.
6. The following additional considerations and standards may apply to proposed development. They are intended to promote safety, environmental protection, farmland preservation, and rural character, and to protect neighboring property owners:
  - a. Erosion control and/or stormwater management measures
  - b. Light pollution control (e.g., shrouded lighting)
  - c. Noise abatement measures
  - d. Site design and location (e.g., homesite location/building envelope)
  - e. Landscaping or screening (e.g., natural or man-made buffers between incompatible uses)
  - f. Driveway design, distance, and location

## TRANSITIONAL AGRICULTURE AREA

### Description

The Transitional Agriculture Area encompasses lands in the northwestern and southern portions of the town. This designation applies to land that generally faces higher growth pressure from neighboring municipalities. All Agricultural Preservation Area objectives and policies shall apply within this area.

### Goal

The overall goals for this area include preservation of farmland, open space, and rural character, as well as community separation, and identity.

### Objectives

1. Implement land use measures that will maintain community separation with neighboring municipalities.
2. Protect the rural character of the town by preserving farmland and open space and discouraging extensive development in the Transitional Agriculture Area.
3. Encourage orderly development patterns and avoid "leap-frog" development.
4. Communicate the town's goals and objectives for this area to neighboring municipalities.

## **Policies**

See Land Use Chapter, page 143.

## **Development Siting Standards and Criteria**

See Agricultural Preservation Area Development Siting Standards and Criteria (Land Use Chapter, page 151).

# **PLEASANT SPRINGS SANITARY DISTRICT #1 / LIMITED SERVICE AREA**

## **Description**

The Town has a limited service area that provides sanitary sewer service to areas in the near vicinity of Lake Kegonsa. It is recognized that having public sewer available makes a mixture of medium density housing units possible. Since only sewer service is intended (not all urban services), only existing and infill development is anticipated. No expansion or more intensive urban development is intended.

## **Goal**

The primary goal for the Pleasant Springs Sanitary District is to protect water quality.

## **Objectives**

1. Future development must be kept in perspective with existing areas and avoid any excessive burden to the sanitary district. This will require the close coordination between the Plan Commission, Town Board, and Sanitary District commissioners to review such proposals with fairness and completeness.
2. To provide a public sewer system to serve existing development within the sewer service areas of Pleasant Springs.
3. To cooperate with Pleasant Springs Sanitary District, Kegonsa Limited Service Area, WDNR, Dane County Division of Community Analysis and Planning (or successor agency), and the Madison Metropolitan Sewerage District in the provision of sewer service to the sewer service areas.
4. To generally discourage extensive urban growth around the lake and river to avoid the deteriorating effect of urban runoff on water quality and the need to provide additional public services.
5. To plan only for the provision of sewer service in these areas and not a full range of urban services, since the primary purpose is to provide sewer service for health and water quality needs.
6. To require that replacement development is limited to a similar character and density to the existing development.

## Policies

1. Avoid any substantial expenditure of public funds for urban services other than sewer.
2. Limit additional development to a scale and density that will not lead to deterioration of lake and river water quality.
3. Limit any new commercial use to those that would serve residents. The following criteria shall be applied:
  - a. Consideration of the impact, consistent with other objectives and policies for this area.
  - b. Consideration of lake- and river-related impacts of any proposed commercial use.
  - c. Conditional rezoning will be required to specify the limits of use and the agreed-upon site plan.
4. Industrial uses within the service areas shall be prohibited. Industrial uses are incompatible with lake- and river-related residential areas.
5. All new development within the service areas is required to be connected to the public sewer.
6. Sewer service area expansions (aka "Limited Service Area" expansions) are reviewed for water quality planning purposes as required by federal law. The town of Pleasant Springs must officially sponsor a service area extension request. If and when the service area is expanded, the town shall review any proposed development on a case-by-case basis against all applicable goals, objectives, and policies of this plan.
7. Limit expansion of the sewer service areas to locations of existing development where there is a demonstrated need for public sewer. It is recognized that the installation of public sewer makes some areas more developable; however, in keeping with the overall objectives for this plan district, any future additions should be very carefully scrutinized to ensure that all plan objectives and policies are observed.
8. Sewered lots shall be a minimum of 15,000 sq. ft. as permitted by the R-1 Residential Zoning District of the Dane County Zoning Ordinance. It is the town's intent to use the R-1 District for residential development within sewer areas.
9. To minimize population density within the limited service area and protect the natural and recreational resources of the lake and river, residential development will be limited to single-family development. Duplex/two-family zoning will be considered for the conversion of existing large houses if the following criteria are met:
  - a. Existing as of adoption of the Land Use Plan in 1978, with minimum size of 1800 square feet.
  - b. No additions to the building size.
  - c. Minimal land area is provided for duplex use.

d. Agricultural density policies apply and the conversion will count for two housing units.

## **Development Siting Standards & Criteria within the Pleasant Springs Sanitary District**

Development within the Pleasant Springs Sanitary District shall comply with the following siting and design standards and criteria. The town may require a detailed site plan be submitted for proposed development.

Any proposed development shall:

1. Fit with character of existing neighborhood development (i.e., scale/density/design).
2. Provide adequate park/open space, where appropriate.
3. Meet or exceed county erosion control and stormwater management standards.
4. Incorporate landscaping design that buffers incompatible uses.
5. Provide signage compatible with neighborhood/rural character, as appropriate.
6. Be designed to minimize negative environmental impacts. No development shall be permitted within the 100 year flood plain.

## **HIGHWAY INTERCHANGE AREA**

### **Description**

This planning area is designed to provide opportunities for limited retail and highway-related commercial development that provide goods or services required by town residents, or uses that require a rural location with access to the county highway network and interstate. This planning area is not intended to accommodate any major commercial development requiring the full range of urban services (sewer, water, fire, police).

### **Goal**

The primary goal for this planning area is to accommodate limited highway-related commercial development of a nature and scale compatible with the rural character of the town.

### **Objectives**

1. To avoid expenditure of public funds or incurring municipal debt for the provision of municipal services usually associated with commercial and industrial development.
2. To consider commercial rezoning requests only for specific development plans. Proposals that are speculative in nature shall be discouraged.
3. Any proposed development should be compatible with existing, neighboring uses.

### **Policies**

While acknowledging some legitimate places for small businesses in rural areas, the town does not intend to be urbanized or provide urban services. Therefore, the policies are designed to limit the size, intensity, and

Exhibit 88 Future Land Use

	2005 to 2009	2010 to 2014	2015 to 2019	2020 to 2024	2005 to 2024
Low Density Single-Family (additional units) <sup>1</sup>	57	60	64	67	248
Medium Density Single-Family (additional units) <sup>1</sup>	6	7	7	7	27
Sanitary District (cumulative acres) <sup>2</sup>	674	674	674	674	674
Agricultural Preservation (cumulative acres) <sup>2</sup>	19,859	19,859	19,854	19,854	19,854
Agricultural Transition (cumulative acres) <sup>2</sup>	1011	1011	1011	1011	1011
Commercial (cumulative acres) <sup>2</sup>	144	144	149	149	149

<sup>1</sup>Low Density = 1 unit per 35 acres; Medium Density = 1 unit per 15,000 square feet.

<sup>2</sup>Acreages are cumulative and include existing uses; the Town does not anticipate adding land to the Sanitary District, Agricultural Transition Area, or Commercial District.

## Density Determination Procedure

This determination applies to lands within the Agricultural Preservation and Agricultural Transition Areas.

### Determine original farm acreage:

The current year tax records shall be referenced to determine the gross acreage of the contiguously owned property as of June 6, 1978. Gross acreage includes land in road or other public rights-of-way. The town will consider detailed survey information, or historical tax record data, if the contiguous acreage determination is disputed.

### Divide the original farm acreage by 35:

The total amount of contiguously owned property as of June 6, 1978, shall be divided by 35. Lands annexed to a city or village after 6/6/78 shall be subtracted from the original farm acreage. The resulting quotient shall be rounded down to the nearest split. For example, a density calculation for an original farm unit of 100 acres resulting in a quotient of 2.85 would be rounded down to 2 splits.

### Determine remaining density units:

After determining the eligible density, the total number of residences, farm or non-farm, or other countable development, shall be subtracted from the total eligible density to determine if any density units remain.

### Deed restriction required upon final split or residence:

In order to obtain town approval for the final split, residence, or other countable development permitted under this policy, the town will require a deed restriction document be recorded with the Register of Deeds on the balance of A-1EX zoned lands owned by the applicant. Applicants requesting the final land division or residence may be responsible for furnishing a sufficient legal description of the original June 6, 1978, farm unit to the town and Dane County. Density provisions are maximums and may affect other landowners who have acquired a portion of an original 6/6/78 farm unit.

If the town imposes a requirement for no further division of lots, a standard restriction will be provided to the developer and which shall be recorded as a separate document and the CSM shall carry the notice as follows: "USES OF THE LOTS CREATED BY THIS SURVEY INSTRUMENT ARE AFFECTED BY RESTRICTIONS RECORDED IN DOCUMENT #\_\_\_\_\_ " on the plat or certified survey map. Similarly, if the town prohibits business or commercial development, a standard restriction will be provided to the developer which shall be as follows:

#### No Further Division

*"No lot or outlot shall be further divided absent the express written approval of the Town Board of the Town of Pleasant Springs. No new lots or outlots shall be created absent the express written approval of the Town Board of the Town of Pleasant Springs. No lot line or outlot line shall be adjusted or reconfigured in any way absent the express written approval of the Town Board of the Town of Pleasant Springs, or unless otherwise expressly authorized by law."*

#### No Business or Commercial Use

*"There shall be no commercial or business use on any lot or outlot, except as specifically permitted pursuant to the applicable Zoning Code."*

### **Substandard parcels (formerly "non-conforming parcels") under 35 acres as of 6/6/1978:**

1. The town has adopted the following policies to deal with "substandard" parcels that are less than 35 acres in size and zoned A-1EX, and have been in existence and unaltered since 6/6/1978.
  - a. Vacant, legal, substandard A-1EX zoned parcels between 1 and 35 acres in size in existence since 6/6/1978 are permitted to rezone to an appropriate district to allow one single-family home, provided that the property has suitable soils for a septic tank absorption system, and can meet the town's development siting criteria.
  - b. Substandard parcels with an existing residence are not permitted to divide.
  - c. Illegally created parcels and substandard parcels are not permitted to divide.
  - d. Illegally created parcels with an existing residence may be permitted to rezone to an appropriate district to bring the parcel into compliance.
  - e. Building rights of a substandard parcel cannot be transferred to another parcel.
2. The town has adopted the following policies to deal with "substandard" parcels that are less than 35 acres in size and zoned A-1EX, and have been in existence since 6/6/1978 and have been combined with other lot(s) to form a conforming zoning lot of greater than or equal to 35 acres in size.
  - a. Based on the June 6, 1978 legal substandard status, the density unit remains with the once substandard parcel and may not be transferred to another parcel.
  - b. Vacant, legal, substandard A-1EX zoned parcels between 1 and 35 acres in size in existence since 6/6/1978 are permitted to rezone to an appropriate district to allow one single-family home, provided that the property has suitable soils for a septic tank absorption system, and can meet the town's development siting criteria.
  - c. Substandard parcels with an existing residence are not permitted to divide.
  - d. Illegally created parcels are not permitted to divide.
  - e. Illegally created parcels with an existing residence may be permitted to rezone to an appropriate district to bring the parcel into compliance.

## **Land Transfers after June 6, 1978**

Land transfers occurring after June 6, 1978, do not result in new allotments of density units. When land sales after June 6, 1978, are not accompanied by clear documentation as to whether or not density units are also being transferred, the town will consider the following options to determine the proper allotment of density units:

1. The town encourages landowners to make the terms of land sales very clear in the sales contract or deed. The town will request that any supporting documentation be included with development proposals. Supporting documents may include, but are not limited to, sales contracts, deeds, affidavits, and written agreements.
2. In the absence of clearly understood supporting documentation, the town will attempt to determine the intent of the land sale by requesting clarification from landowners owning portions of the original farm unit, and those involved in the land sale in question. The town will share this information with the Dane County Department of Planning and Development, and may request that an agreement or affidavit be filed with the Register of Deeds clarifying the status of remaining density units.
3. The town may also consider site characteristics to determine if a land transfer included a density unit such that town plan siting standard and criteria could be satisfied. The town will review site characteristics including, but not limited to: road access; soil quality; history of farming activity; environmental features.
4. In the absence of sufficient evidence or supporting documentation, the town will use its discretion in determining the proper allotment of any remaining splits.
5. The town shall abide by the 1 per 35 density limitation in all cases, except as may be provided for under the town's Limited Transfer of Development Rights Program.
6. If a private land transaction involves the transfer of a density unit to land that cannot satisfy the town's siting standards and criteria, the town is under no obligation to approve a development proposal on the subject property.

- c. **Section Lines.** Area boundaries shown as following, or approximately following, a section line, quarter-section line, or quarter-quarter section line shall be construed as following such line.
- d. **Centerlines.** Area boundaries shown as following, or approximately following, any stream, creek, easement, railroad, alley, road, street, highway or similar feature shall be construed as following the centerline of such feature.
- e. **Natural Boundaries.** Area boundaries shown as following, or approximately following, any natural feature such as a lake, pond, wetland, woodlot edge, floodplain or topographical features such as watershed boundaries shall be construed as following such natural feature as verified by field inspection when necessary.
- f. **Other.** In instances where an area boundary does not follow one of the lines or features listed above, the line shall be as drawn coterminous with the parcels.

### **Interpretation of Goals Objectives, and Policies**

- 1. In the event that any question arises concerning any provision or the application of any provision of this plan, the Plan Commission shall be responsible for rendering an initial interpretation and shall look to the overall intent of the comprehensive plan for guidance. This initial interpretation is subject to final determination, action and the decision of the Town Board.
- 2. In the construction of goals, objectives and policies, the following shall be observed, unless such construction would be inconsistent with the text or with the manifest intent of the comprehensive plan:
  - a. **Singular and Plural Words.** Words in the singular include the plural and words in the plural include the singular.
  - b. **Shall or Will.** The word "shall" or "will" is mandatory.
  - c. **May or Should.** The word "may" or "should" is permissive.
  - d. **Include.** The word "includes" or "including" shall not limit a term to the specific examples listed, but is intended to extend its meaning to all other instances or circumstances of like kind or character.

### **Mapping Disputes**

Due to scale limitations or potential data error, disputes may arise concerning areas delineated on maps. When a landowner or applicant for change alleges error or misinterpretation of map delineations, he or she must submit proof from recognized professionals that such is the case.

Floodplain district boundaries are subject to the county zoning ordinance that has provision for such disputes.

Soil maps supplied by Dane County, along with definitions and interpretations from the Soil Conservation Service are deemed to be correct.

When maps or interpretations are disputed, the applicant must obtain professional assistance and submit data to prove an error exists:

- 1. A report of findings must be submitted to the Plan Commission by a registered professional engineer with recognized expertise in soil testing and engineering.

2. The applicant will submit that data to the county for review and comment or opinion concerning the findings.
3. The Plan Commission, on receiving a response from the appropriate agency, will use the more detailed data in making the decision on the proposal.
4. If errors are found, the map and corresponding plan provision will be amended during the annual review.