

Waukesha County Land For Sale

W382S2728 County Road Z -
Town of Ottawa, Wisconsin 53118



Land & Legacy Group*

Compass RE WI-Tosa
11220 W Burleigh Street
Wauwatosa, WI 53222

Phone: 262-305-7494

Cell:

Fax:

Email: al@landandlegacygroup.com

MLS #: 1830209

Property Type: Vacant Land

Price: \$1,175,000

Taxes: \$1,362.46 / 2022

/

/

Est. Acreage: 119.21

Directions: From Dousman - west along County Road Z to southeast on County Road Z to property. Sign on property.



School District: Kettle Moraine

Middle School: Kettle Moraine

Est. Acreage: 119.21

1 Story SqFt Min: 1,100

2 Story 1st Flr SqFt: 850

2 Story SqFt Min: 1,100

Water/Waste Available: Private Well

Water/Waste Required: On Site Septic

Stunning 119.21-acre tract for sale in Waukesha County. Diverse mix of open ground, wildlife ponds, woods, and building sites, this property is a nature lover's paradise. The property's diverse terrain makes it an ideal spot for outdoor recreation. Plenty of building sites to choose from, you can create the perfect getaway or permanent residence that takes full advantage of the stunning natural beauty of the area. New owner could divide this property into 2 lots. 53.7 acres of lowland are protected in perpetuity by a WRP easement for private conservation and recreational use. And the open land? It's enrolled in CRP for habitat restoration, income generation, and a return on investment. This means you can enjoy the benefits of passive income while you watch your investment grow.

The information contained herein is provided for general information purposes only. If any of the above information is material or being utilized to determine whether to purchase the property, the buyer should personally verify same or have it confirmed by a qualified expert. The information to independently verify and confirm includes but is not limited to total square footage formula, total square footage / acreage figures, land, building or room dimensions and all other measurements of any sort or type. Equal housing opportunity listing. Copyright 2023 by Multiple Listing Service, Inc. See [copyright notice](#). Prepared by Alexander M Wisniewski on Monday, April 24, 2023 11:19 AM.

B. ENVIRONMENTAL

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| B1. Are you aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in soil, or other potentially hazardous or toxic substances on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B3. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B4. Are you aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B5. Are you aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B6. Are you aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B7. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |

C. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|-------------------------------------|
| C1. Are you aware of underground storage tanks presently or previously on the property for storage of flammable or combustible liquids, including, but not limited to, gasoline or heating oil? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Wisconsin Department of Agriculture, Trade and Consumer Protection regulations may require the closure or removal of unused tanks.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C3. Are you aware of defects in a well on the property or a well that serves the property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see s. NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| C4. Are you aware of a joint well serving this property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C5. Are you aware of a defect relating to a joint well serving this property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C6. Are you aware of defects in any septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C7. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |

D. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

	YES	NO	N/A
D1. Have you received notice of a property tax increase, other than normal annual increases, or are you aware of a pending property tax reassessment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D2. Are you aware of pending special assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D3. Are you aware of the property being located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D4. Are you aware of any land division involving the property for which required state or local permits were not obtained?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D5. Are you aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D6. Are you aware of proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D7. Explanation of "yes" responses _____			

E. LAND USE

	YES	NO	N/A
E1. Are you aware of the property being part of or subject to a subdivision homeowners' association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E3. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area under local, state or federal law?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E4. Are you aware of any zoning code violations with respect to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E5. Are you aware of nonconforming uses of the property? A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E6. Are you aware of conservation easements on the property? A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E7. Are you aware of restrictive covenants or deed restrictions on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E8. Other than public rights of ways, are you aware of nonowners having rights to use part of the property, including, but not limited to, private rights-of-way and easements other than recorded utility easements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E10. The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or (608) 266-2486.			
a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- | | YES | NO | N/A |
|---|-------------------------------------|-------------------------------------|--------------------------|
| E11. Is all or part of the property subject to or in violation of a farmland preservation agreement?
Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Visit https://datcp.wi.gov/Pages/Programs_Services/FPAgreements.aspx for more information. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E12. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E13. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property?
Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E15. Are you aware there is not legal access to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E16. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E16m. Are you aware of a written agreement affecting riparian rights related to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E16n. Are you aware that the property abuts the bed of a navigable waterway that is owned by a hydroelectric operator?
<i>Under Wis. Stat. s. 30.132, the owner of a property abutting the bed of a navigable waterway that is owned by a hydroelectric operator, as defined in s. 30.132 (1) (b), may be required to ask the permission of the hydroelectric operator to place a structure on the bed of the waterway.</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E17. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information). | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E18. Are you aware of archeological artifacts, mineral rights, orchards, or endangered species on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E19. Are you aware of existing or abandoned manure storage facilities located on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E20. Are you aware that all or part of the property is enrolled in the managed forest land program?
The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit http://dnr.wi.gov/topic/forestry.html . | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

E21. Explanation of "yes" responses

E-3 - Flood plain & Wetlands on property

E-6 - Wetlands Reserve Easement program

E-10a - Agricultural Assessment

E-12 - Land enrolled in Conservation Reserve Program

E-11 - Farmland preservation on property

F. ADDITIONAL INFORMATION

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| F1. Are you aware of high voltage electric (100 kilo volts or greater) or steel natural gas transmission lines located on, but not directly serving, the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

	YES	NO	N/A
F2. Are you aware of flooding, standing water, drainage problems, or other water problems on or affecting the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F3. Are you aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F4. Are you aware of significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F5. Are you aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the property or neighboring property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F6. Utility Connections. Are you aware that the property is connected to the following utilities on the property or at the lot line? (If "yes," indicate where the utility is located.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Electricity <u>at road</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Municipal water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Telephone <u>at road</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Cable television	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Natural gas <u>at road</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Municipal sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F7. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F8. Are you aware of other defects affecting the property? Other defects may include items such as animal, reptile, or insect infestation; drainage easement or grading problems; excessive sliding; or any other defect or material condition.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F9. Are you aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F9m. Is the owner a foreign person, as defined in 26 USC 1445 (f)? (E.g. a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate.) Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Investment In Real Property Tax Act or FIRPTA, provides that a transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the transferor (seller) is a foreign person, unless an exception under FIRPTA applies to the transfer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F10. The owner has owned the property for <u>2+</u> years. (F2)			
F11. Explanation of "yes" responses <u>wetlands, standing water flood plain on property</u>			
<u>F-B- abandoned dump site from farm use cleaned up</u>			

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830.

OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner Meghan & Dyl trustee Date 4-11-2023
 Owner [Signature] trustee Date 4-11-2023
 Owner [Signature] trustee Date 4-11-2023

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____
 Person _____ Items _____ Date _____
 Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

ADDENDUM W - WETLANDS

USE FOR SALE OR LEASE OF PROPERTY THAT CONTAINS OR MAY CONTAIN WETLANDS.

1 This Addendum is attached to and made part of the Offer to Purchase/Lease dated _____, made by the Buyer,
2 _____ with respect to the property at
3 _____ **W382S2728 County Road 2 - Town of Ottawa** _____, Wisconsin (Property).

4 ■ **WETLANDS NOTICE:** It is in the Buyer's best interest to determine if the Property contains wetlands **prior** to the purchase
5 or lease of the Property because wetlands are not suitable for development and not easily identifiable. Professional
6 assistance is often needed to verify the presence or absence of wetlands.

7 **Wisconsin Wetlands.** Wetlands may be perceived as an amenity or a liability depending upon the desired use of the
8 property, however all wetlands provide important ecological functions. Wisconsin has many types of wetlands including
9 marshes, meadows, wooded swamps, bogs, fens and others. Descriptions and photographs can be found at
10 <https://www.wisconsinwetlands.org/learn/about-wetlands/>.

11 Wetland Confirmation, Wetland Identification, Assured Delineation Report Submittal, and Wetland Exemption Service are all
12 Wisconsin Department of Natural Resources (DNR) services relating to wetlands, property purchases and permitting, go to
13 <https://dnr.wisconsin.gov/topic/Wetlands/identification.html> to learn more.

14 **Wetlands Confirmation.** Buyer can review maps and other resources for locating Wetlands at
15 <https://dnr.wisconsin.gov/topic/Wetlands/locating.html>.

16 **Wetlands Identification Program.** The DNR Wetland Identification Program is a service that identifies approximate wetland
17 boundaries but does not provide a quantifiable extent of wetlands on the property and is not suitable for permit applications
18 or crediting per lines 44-45 of the Wetland Evaluation Contingency. See
19 <https://dnr.wisconsin.gov/topic/Wetlands/identification.html>.

20 **Permitting.** State and federal laws generally require permits before wetlands can be built upon or impacted.

21 • State wetland permit requirements and exemption information from the Wisconsin DNR can be found at
22 <https://dnr.wisconsin.gov/topic/Wetlands/permits>.

23 • Federal wetland permit information from the U.S. Army Corps of Engineers can be found at
24 <https://www.mvp.usace.army.mil/Missions/Regulatory/Permitting-Process-Procedures/>.

25 • Also, check for local permits.

26 **NOTE: Not all projects will be eligible for permits.**

27 Construction in wetlands without permits will result in enforcement action, which may include removal of structures, wetland
28 restoration, and potential fines.

29 ■ **PROPERTY INFORMATION** **COMPLETE AS APPLICABLE**

- 30 1. Seller (has)(has not) **STRIKE ONE** disclosed that the Property or any portion of the Property contains wetlands.
- 31 2. The Property (does)(does not) **STRIKE ONE** include lakes, ponds, streams, or drainage ditches.
- 32 3. The Property (does)(does not) **STRIKE ONE** include standing water or areas where water collects at or near the soil
33 surface between March-November in most years.

34 **NOTE: Seller's lack of knowledge does not confirm the absence of wetlands.**


35 **INCLUSION OF THE WETLAND EVALUATION CONTINGENCY** The Wetland Evaluation Contingency is part of this
36 Addendum **ONLY** if the box is marked such as with an "X." It is not part of this Addendum if marked "N/A" or left blank.

37 **NOTE: Consider whether the deadline on line 40 provides adequate time if the Buyer is obtaining a wetland
38 delineation report, since generally wetland delineations cannot be confirmed by the DNR in winter months.**

39 **WETLAND EVALUATION CONTINGENCY:** This Offer is contingent upon Buyer obtaining a written report that
40 determines if there are wetlands at the Property within _____ days ("60" if left blank) of acceptance of this Offer. Buyer shall
41 arrange for a wetland professional to conduct an on-site evaluation of the Property and prepare a written report, at Buyer's
42 cost, unless otherwise agreed in writing. This contingency shall be deemed satisfied unless Buyer delivers a copy of a wetland
43 confirmation or delineation report to Seller that shows the presence of wetlands on the property, within _____ days ("10"
44 if left blank) of the deadline for Buyer obtaining said report. If the report shows wetlands on the Property (Seller shall provide
45 Buyer with a credit of \$ _____ /wetland acre at closing) (Buyer may rescind
46 this Offer) (_____) **STRIKE AND COMPLETE AS APPLICABLE**.

47 By initialing and dating below, the Parties acknowledge that they have received and read a copy of this Addendum.

48 _____
49 Buyer(s) Initials ▲ Date ▲

_____  _____ 4-11-23
Seller(s) Initials ▲ Date ▲

This Addendum W was developed in cooperation with the Department of Natural Resources.
Drafted by: Attorney Thomas Larson, Wisconsin REALTORS® Association (2021)
No representation is made as to the legal validity of any provision or the adequacy of any specific transaction.



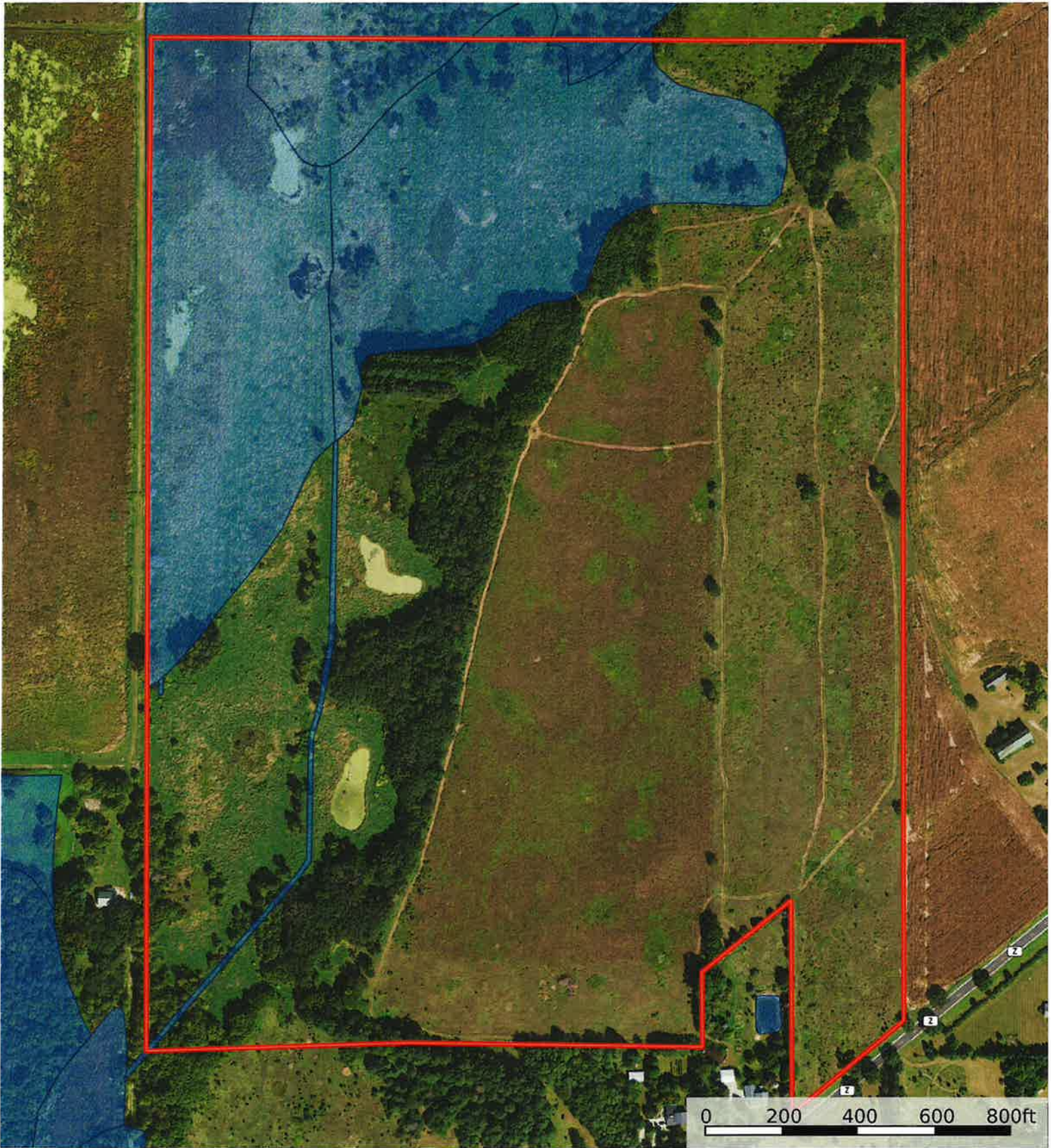
Boundary

Lt2 County Road Z | Waukesha County | 119.21 Acres
Wisconsin, AC +/-



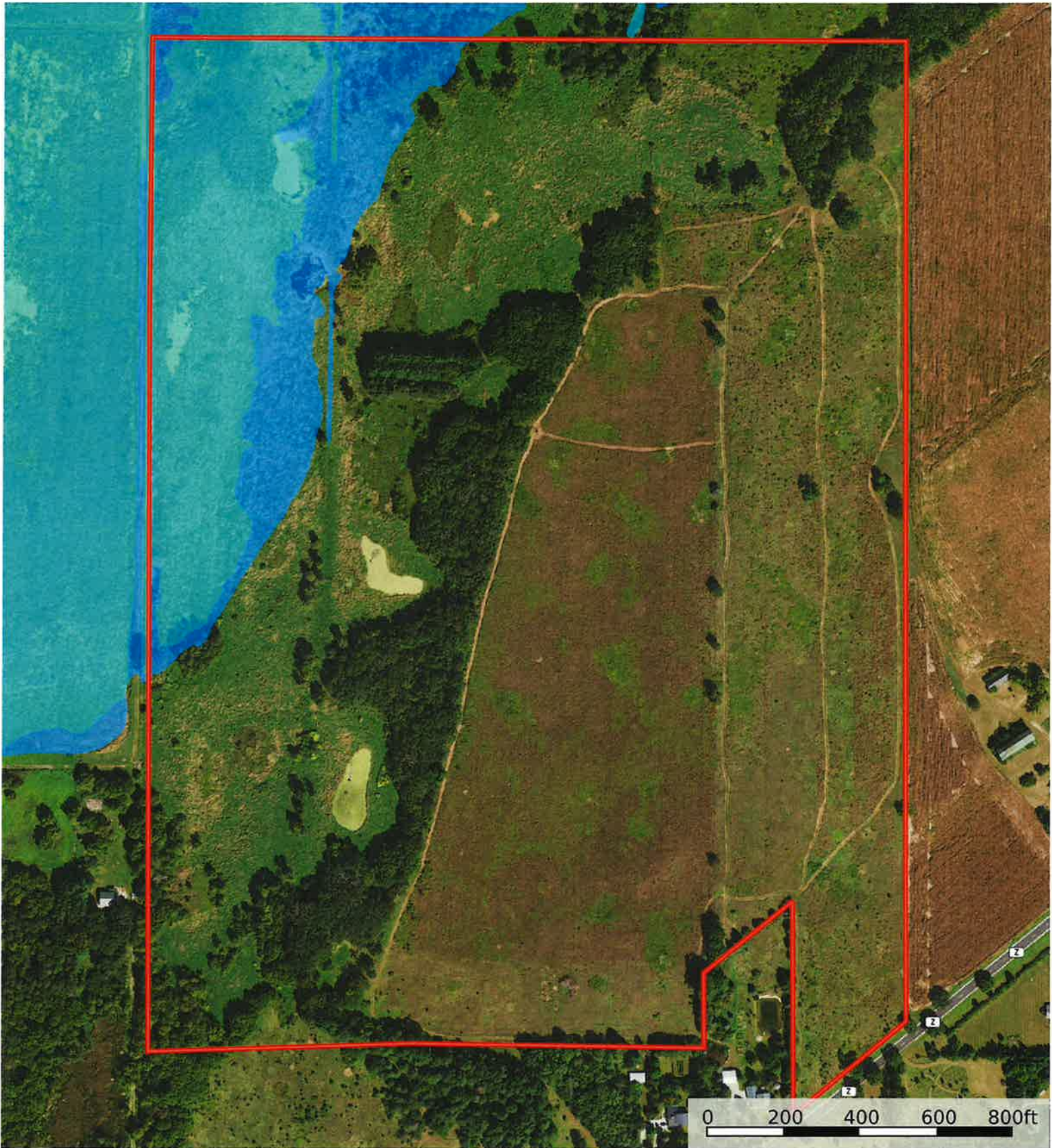
Boundary

Lt2 County Road Z | Waukesha County | 119.21 Acres
Wisconsin, AC +/-



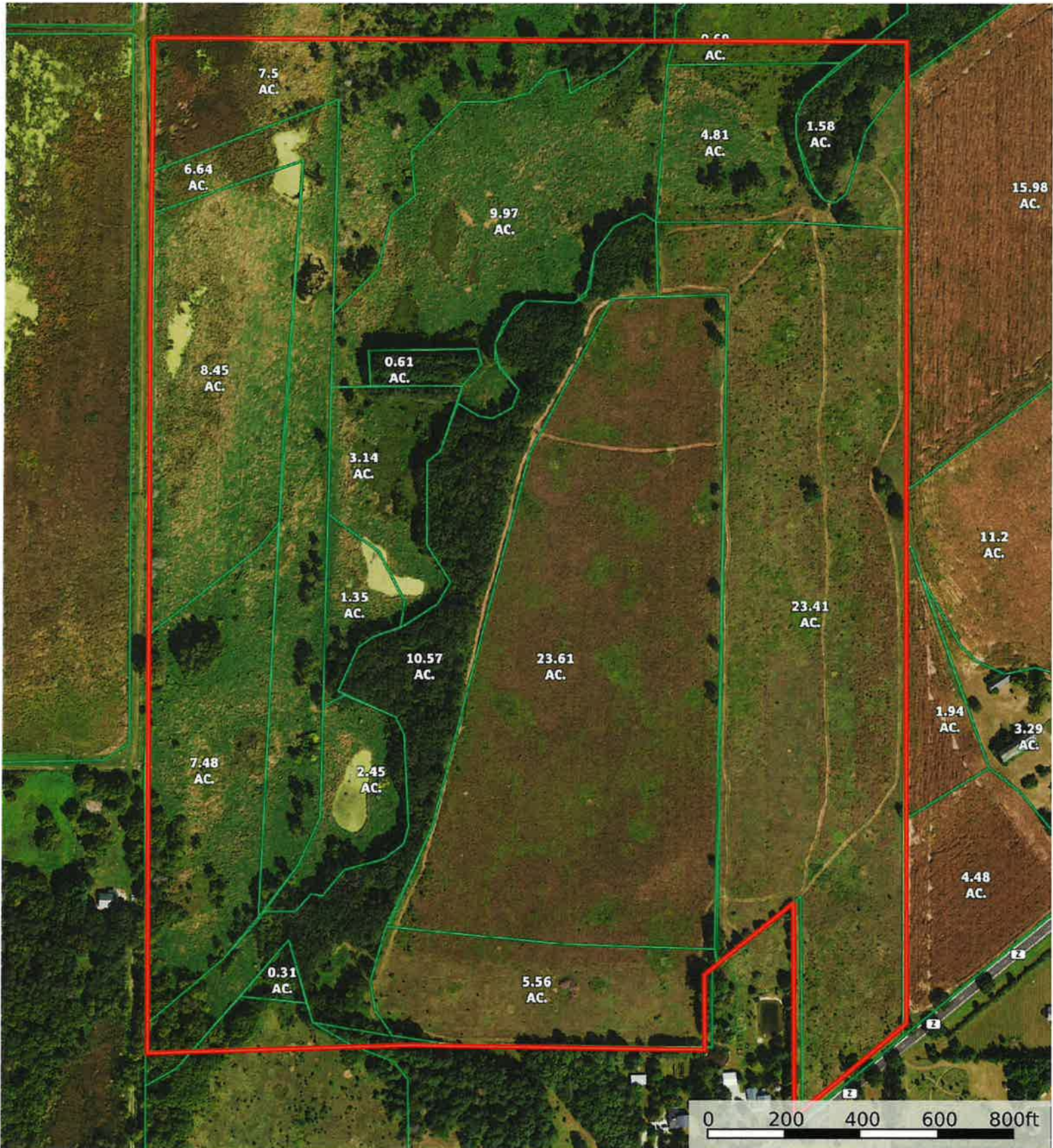
 Boundary  Wetlands  Riparian

Lt2 County Road Z | Waukesha County | 119.21 Acres
Wisconsin, AC +/-



Lt2 County Road Z | Waukesha County | 119.21 Acres

Wisconsin, AC +/-



Boundary

Lt2 County Road Z | Waukesha County | 119.21 Acres
Wisconsin, AC +/-



 Boundary

 Conservation Easements



 Boundary



 Boundary

I ▢ Boundary 118.96 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
FmB	Fox sandy loam, 2 to 6 percent slopes	47.24	39.71	0	56	3s
Ac	Adrian muck, 0 to 2 percent slopes	23.68	19.9	0	10	6w
HtA	Houghton muck, 0 to 2 percent slopes	19.33	16.25	0	10	3w
CcD2	Casco sandy loam, 12 to 20 percent slopes, eroded	10.04	8.44	0	37	6e
Sm	Sebewa silt loam, 0 to 2 percent slopes	3.78	3.18	0	67	2w
OnB	Oshtemo sandy loam, 1 to 6 percent slopes	3.73	3.14	0	66	3s
FmA	Fox sandy loam, 0 to 2 percent slopes	2.85	2.4	0	63	2s
HtB	Houghton muck, 2 to 6 percent slopes	2.11	1.77	0	7	6w
CcC2	Casco sandy loam, 6 to 12 percent slopes, eroded	2.01	1.69	0	43	4e
BmC2	Boyer loamy sand, 6 to 12 percent slopes, eroded	1.58	1.33	0	38	3e
MhA	Matherton sandy loam, 1 to 3 percent slopes	1.5	1.26	0	62	2w
BmB	Boyer loamy sand, 1 to 6 percent slopes	1.11	0.93	0	52	3s
TOTALS		118.96(*)	100%	-	37.3	3.85

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water



Legend

- Plats
- Retired Plats
- Municipal Boundar
- FacilitySites_2K_L
- Parcel_Dimension
- Note_Text_2K
- Lots_2K
 - Lot
 - Unit
 - General Common
 - Outlot
- SimultaneousCom
 - Assessor Plat
 - CSM
 - Condominium
 - Subdivision
- Cartoline_2K
 - EA-Easement_Ln
 - PL-DA
 - PL-Extended_Tie
 - PL-Meander_Line
 - PL-Note
 - PL-Tie
 - PL-Tie_Line
 - <all other values>
- Road Centerlines_
- Railroad_2K
- TaxParcel_2K
- Waterbodies_2K_L
- Waterlines_2K_La
- Municipal Boundar
- FacilitySites_5K_L
- Waterbodies_5K_L
- Waterlines_5K_La
- Railroad_5K
- SimultaneousCom
 - Assessor Plat
 - CSM
 - Condominium
 - Subdivision
- TaxParcel_5K
- Road Centerlines_

Notes:

0 992.56 Feet

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.





Legend

- DNR Wetlands < .
- DNR Wetlands > .
- Municipal Boundari
- Parcel_Dimension
- Note_Text_2K
- Lots_2K
- Lot
- Unit
- General Common
- Outlet
- SimultaneousCom
- Assessor Plat
- CSM
- Condominium
- Subdivision
- Cartoline_2K
- EA-Easement_Lin
- PL-DA
- PL-Extended_Tie
- PL-Meander_Line
- PL-Note
- PL-Tie
- PL-Tie_Line
- <all other values>
- Railroad_2K

0 992.56 Feet

Notes:

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.





Surface Water Data Viewer Map



Legend

- Wetland Indicators
- Wetland Class Areas
- Wetland Class Points**
 - Dammed pond
 - Excavated pond
 - Filled/draind wetland
 - Wetland too small to delineate
 - Filled excavated pond
- Filled Points
- Wetland Class Areas
- Filled Areas
- Wetland Class Areas
- Wetland Class Points**
 - Dammed pond
 - Excavated pond
 - Filled/draind wetland
 - Wetland too small to delineate
 - Filled excavated pond
- Filled Points
- Wetland Class Areas
- Filled Areas
- Wetland Identifications and Confirmations
- NRCS Wetspots
- Municipality
- State Boundaries
- County Boundaries
- Major Roads**
 - Interstate Highway
 - State Highway
 - US Highway
- County and Local Roads**
 - County HWY
 - Local Road
- Railroads
- Tribal Lands
- Rivers and Streams
- Intermittent Streams

0.5 0 0.25 0.5 Miles

1: 15,840

NAD_1983_HARN_Wisconsin_TM


DISCLAIMER The information shown on these maps has been obtained from various sources, and are of varying age, reliability and resolution. These maps are not intended to be used for navigation, nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability for a particular use, completeness, or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: <http://dnr.wi.gov/legal/>

Notes

Waukesha, WI • Township: Ottawa • Location: 8-6N-17E

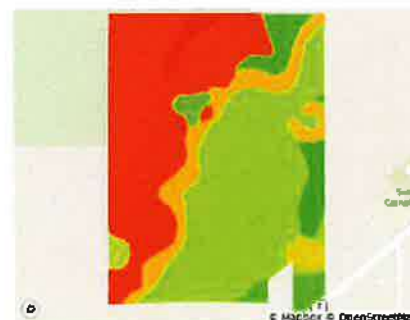
119.2 acres, 1 selection





Overview

Selection	Acres	Parcel ID Number	Owner
1 	119.2	OTWT-1614-998-004	Marian C Igl



Soils




Code	Soil Description	% of Selection	Acres	NCCPI
 FmB	Fox sandy loam, 2 to 6 percent slopes	39.7%	47.3	56
 Ac	Adrian muck, 0 to 2 percent slopes	19.9%	23.8	10
 HtA	Houghton muck, 0 to 2 percent slopes	16.3%	19.5	10
 CcD2	Casco sandy loam, 12 to 20 percent slopes, eroded	8.4%	10.1	37

Waukesha, WI • Township: Ottawa • Location: 8-6N-17E

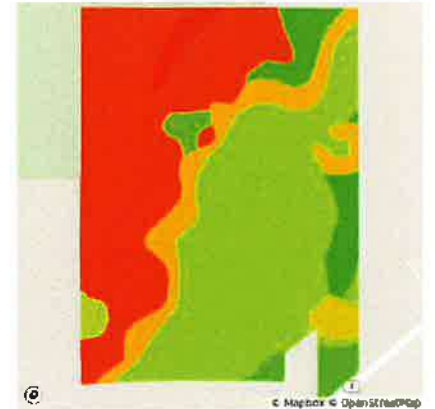
119.2 acres, 1 selection



Selection	Acres	Parcel ID Number	Owner	Property Address
1 	119.2	OTWT-1614-998-004	Marian C Igl	W382S2728 Cth Z Dousman, WI 53118-9555

Waukesha, WI • Township: Ottawa • Location: 8-6N-17E

119.2 acres, 1 selection



Quality Gradient • NCCPI



Code	Soil Description	% of Selection	Acres	NCCPI
FmB	Fox sandy loam, 2 to 6 percent slopes	39.7%	47.3	56
Ac	Adrian muck, 0 to 2 percent slopes	19.9%	23.8	10
HtA	Houghton muck, 0 to 2 percent slopes	16.3%	19.5	10
CcD2	Casco sandy loam, 12 to 20 percent slopes, eroded	8.4%	10.1	37

Waukesha, WI • Township: Ottawa • Location: 8-6N-17E

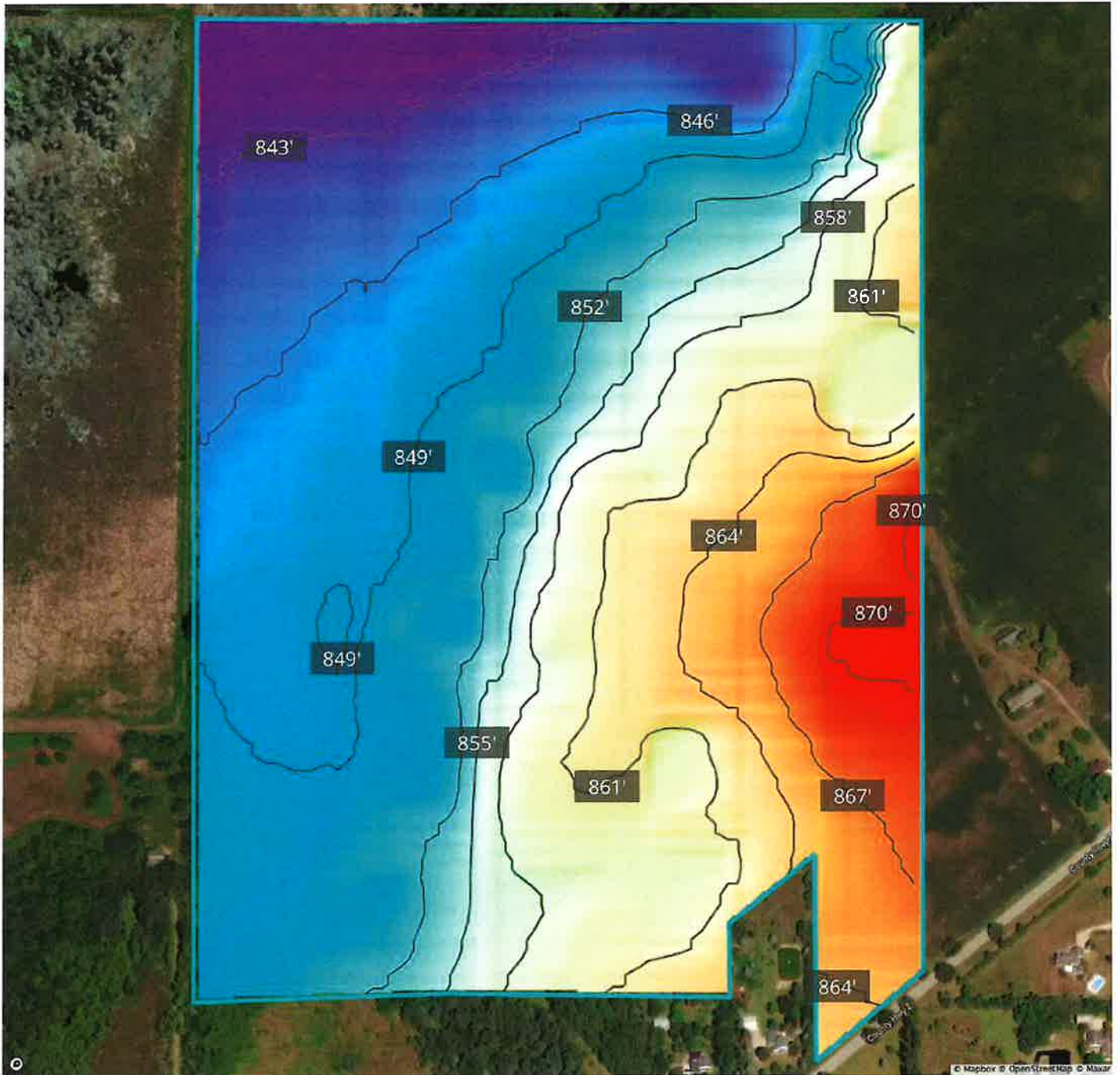
119.2 acres, 1 selection

Code	Soil Description	% of Selection	Acres	NCCPI
● Sm	Sebewa silt loam, 0 to 2 percent slopes	3.2%	3.8	68
● OnB	Oshtemo sandy loam, 1 to 6 percent slopes	3.1%	3.7	68
● FmA	Fox sandy loam, 0 to 2 percent slopes	2.4%	2.8	64
● HtB	Houghton muck, 2 to 6 percent slopes	1.8%	2.1	7
● CcC2	Casco sandy loam, 6 to 12 percent slopes, eroded	1.7%	2.0	44
● BmC2	Boyer loamy sand, 6 to 12 percent slopes, eroded	1.3%	1.6	39
● MhA	Matherton sandy loam, 1 to 3 percent slopes	1.3%	1.5	63
● BmB	Boyer loamy sand, 1 to 6 percent slopes	1.0%	1.1	54
Weighted Average				37.6

Elevation

Waukesha, WI • Township: Ottawa • Location: 8-6N-17E

119.2 acres, 1 selection



841.8 ft

870.5 ft

Source: USGS 3 Meter Dem

Interval: 3.0 ft

Range: 28.7 ft

Min: 841.8

Max: 870.5

Crop History

Waukesha, WI › Township: Ottawa › Location: 8-6N-17E

119.2 acres, 1 selection

2021



2020



2019



2018



2017



2016



Crop History

Waukesha, WI • Township: Ottawa • Location: 8-6N-17E

119.2 acres, 1 selection

All Selections



Crop	2021	2020	2019	2018	2017	2016
Herbaceous Wetlands	31.6%	36.0%	36.0%	43.5%	29.6%	33.7%
Grassland/Pasture	39.9%	28.9%	30.8%	24.9%	39.6%	35.2%
Deciduous Forest	12.2%	15.9%	15.7%	21.8%	18.3%	15.4%
Other	16.2%	19.1%	17.4%	9.8%	12.5%	15.7%

Vegetation Index (NDVI)

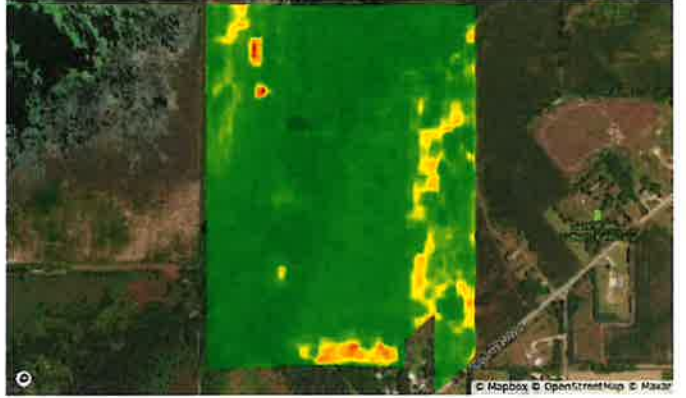
Waukesha, WI • Township: Ottawa • Location: 8-6N-17E

119.2 acres, 1 selection

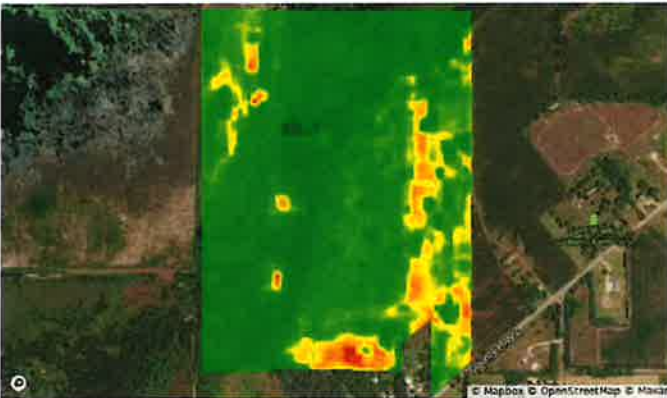
2021



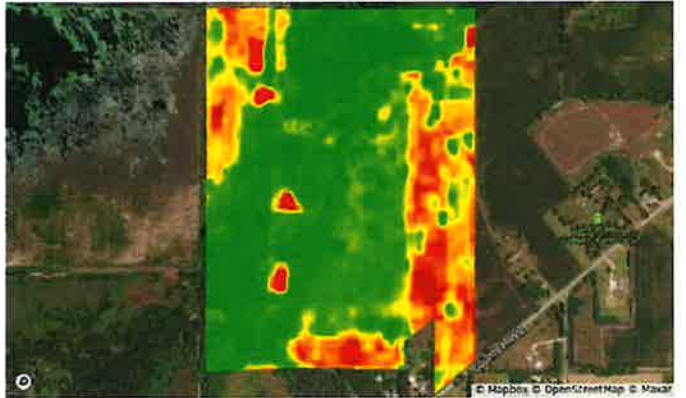
2020



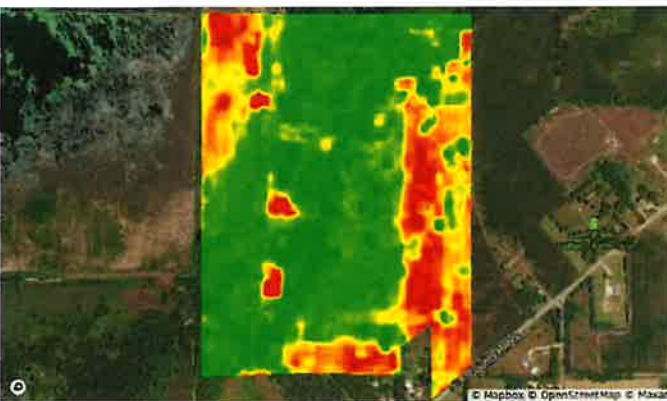
2019



2018



2017



0 (unhealthy)

100 (healthy)

Vegetation Index (NDVI)

Waukesha, WI • Township: Ottawa • Location: 8-6N-17E

119.2 acres, 1 selection

Year	2021	2020	2019	2018	2017
Standard Deviation	8	6	6	6	6
Mean	83	86	84	78	77
Min	58	64	63	50	47
Max	100	100	100	87	86

Waukesha, WI • Township: Ottawa • Location: 8-6N-17E

119.2 acres, 1 selection












Flood Hazard Zone	% of Selection	Acres
100 Year Flood Zone (1% annual chance of flooding)	9.5%	11.3
500 Year Flood Zone (0.2% annual chance of flooding)	5.4%	6.4
Regulatory Floodway	0.0%	0.0
No Flood Hazard Zone	85.3%	101.6
Wetlands		Acres
Assorted Wetlands	27.6%	32.9

Waukesha, WI • Township: Ottawa • Location: 8-6N-17E









119.2 acres, 1 selection



CLU	Acres	CLU	Acres	CLU	Acres
1 	23.6	4 	10.0	7 	7.4
2 	23.2	5 	8.5	8 	6.6
3 	10.4	6 	7.5	9 	5.4

Waukesha, WI • Township: Ottawa • Location: 8-6N-17E

119.2 acres, 1 selection

CLU		Acres
10		4.8
11		3.1
12		2.5
13		1.6
14		1.4
15		0.8
16		0.7
17		0.6

Historical Imagery

Waukesha, WI • Township: Ottawa • Location: 8-6N-17E

119.2 acres, 1 selection

2020



2018



2017



2015



2013



2010



TOWN OF OTTAWA
WAUKESHA COUNTY
STATE OF WISCONSIN

2022 REAL PROPERTY TAX BILL
MARIAN C IGL LIVING TRUST
3630 W RUSKIN ST
MILWAUKEE WI 53215-4139

W382S2728 COUNTY ROAD Z
LOT 2 CERT SURV 11448 VOL
113/340 REC AS DOC# 4207031
THIS IS A PARTIAL LEGAL
DESCRIPTION. SEE TAX ROLL
FOR COMPLETE DESCRIPTION.

TAX KEY: OTWT 1614 998 004

Assessed Value Land 109,400	Assessed Value Improvements	Total Assessed Value 109,400	Ave Assmt Ratio .9211	Net Assessed Value Rate (Does NOT reflect Lottery Credit) 10.1558/M
Est Fair Mkt Land 237,500	Est Fair Mkt Improvements	Est Fair Mkt 237,500	A star in this box means unpaid prior year taxes.	School taxes reduced by school levy tax credit: 156.86

Taxing Jurisdiction	2021 Est. State Aids Allocated Tax District	2022 Est. State Aids Allocated Tax District	2021 Net Tax	2022 Net Tax	% Tax Change
COUNTY OF WAUKESHA	63,681	69,958	203.16	207.18	2.0
TOWN OF OTTAWA	147,878	149,909	137.08	106.54	22.3-
KETTLE MORAIN 1376	1,769,798	2,238,097	780.98	765.53	2.0-
WAUKESHA TECH COLLEGE	518,469	577,852	32.08	31.79	.9-
Total	2,499,826	3,035,816	1,153.30	1,111.04	3.7-

WARNING: Instalment option is lost if not paid by due dates.
Total tax will be delinquent and subject to interest & penalty charges.
See reverse side for other important information.

First Dollar Credit					
Lottery and Gaming Credit					
Net Property Tax			1,153.30	1,111.04	3.7-

Make Check Payable to: TOWN OF OTTAWA W360S3337 STATE ROAD 67 DOUSMAN WI 53118-9709	Full Payment Due on or Before January 31, 2023 \$1,362.46	DRAINAGE DISTRICT FIRE DEPT SERVICES O T H E R	.00
	First Installment Due on or Before January 31, 2023 \$807.46		251.42
When paying after January 31, 2023 Make Check Payable to: WAUKESHA COUNTY TREASURER 515 W MORELAND BLVD WAUKESHA WI 53188	Second Installment Due on or Before July 31, 2023 \$555.00		

FOR INFORMATIONAL PURPOSES ONLY –
Voter Approved Temporary Tax Increases:

Taxing Jurisdiction

Total Additional Taxes

Total Additional Taxes
Applied to Property

Year
Increase Ends

Tear at Perforation: Return Bottom Portion with Payment

TOWN OF OTTAWA
W360S3337 STATE ROAD 67
DOUSMAN WI 53118-9709

STATE OF WISCONSIN
2022 REAL PROPERTY TAX BILL
TOWN OF OTTAWA
WAUKESHA COUNTY

MARIAN C IGL LIVING TRUST
W382S2728 COUNTY ROAD Z
TAX KEY: OTWT 1614 998 004

Full Payment of: \$1,362.46
Or First Installment of: \$807.46
Due on or Before: January 31, 2023
Make Check Payable to: TOWN OF OTTAWA

Please Write in the
Amount Enclosed

\$

MARIAN C IGL LIVING TRUST
3630 W RUSKIN ST
MILWAUKEE WI 53215-4139

Check for Address Change





Full Report

Property Location : W382S2728 County Road Z

View: **Full Report View** ▾

Report Options

Print Report

Search Criteria

Search Results

Modify Search

Owner:

Igl Marian C Living Trust
3630 W Ruskin St
Milwaukee, WI 53215-4139

Taxed by: Town Of Ottawa
Taxkey # OTWT1614998004
Owner Occupied: Yes
Property Address:
W382S2728 County Road Z
Ottawa, WI 53118-9555

ID Walk Down

ID Walk Up

Record 1 of 1 selected records
County: Waukesha
Taxed by: Town Of Ottawa
Taxkey # OTWT1614998004

Assessments

Assessment Year	Property Class	Land Assessment	Improvement Assessment	Total Assessment	Percent Of Change	Acres	Ratio
2021	Undeveloped	\$ 89,900		\$ 89,900	0.000-	119.210	0.846393772
2020	Undeveloped	\$ 89,900		\$ 89,900	0.000-	119.210	0.830934954
2019	Undeveloped	\$ 89,900		\$ 89,900	0.000-	119.210	0.890221648
2018	Undeveloped	\$ 89,900		\$ 89,900	0.000-	119.210	0.952785511
2017	Undeveloped	\$ 89,900		\$ 89,900		119.210	0.972230419

Taxes

Tax Year	Total Tax	First Dollar	Lottery Credit	Net Tax	Special Taxes	Special Assessment	Special Charges	Full Pay Amount	Ratio
2021	\$1,153.30			\$1,153.30				\$1,153.30	0.846393772
2020	\$1,242.46			\$1,242.46				\$1,242.46	0.830934954
2019	\$1,182.91			\$1,182.91				\$1,182.91	0.890221648
2018	\$1,154.57			\$1,154.57				\$1,154.57	0.952785511
2017	\$1,148.09			\$1,148.09				\$1,148.09	0.972230419

Assessor

Building Square Feet :	Year Built :	Township : 6N
Bedrooms :	Year Remodeled :	Range : 17E
Full Baths :	Effective Year Built :	Section : 8
Half Baths :	Air Conditioning :	Quarter :
Total Rooms :	Fireplace :	Pool :
Number of Stories :	Number of Units :	Attic :
Building Type :	Basement :	
Exterior Wall :	Heat :	
Exterior Condition :	Garage :	
Land Use :	School District : 1376 Kettle Moraine	
Zoning :	Historic Designation :	

Legal Description

Lot 2 Cert Surv 11448 Vol 113/340 Rec As Doc# 4207031 Being Pt SE1/4 & SW1/4 NW1/4 & NE1/4 NW1/4 SW1/4 & SE1/4 SW1/4 Sec 8 T6N R17E :: Also Conservation Easement As Desc In Doc# 3995970 :: Doc# 4314148

Sales

Information provided is deemed reliable but not guaranteed (2021)



4207031

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

(262) 542-8200

May 17, 2016 11:36 AM
James R Behrend
Register of Deeds



FORM ARC-101

CERTIFIED SURVEY MAP NO. 11418

Sheet 1 of 9

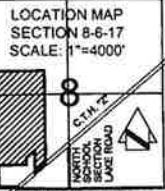
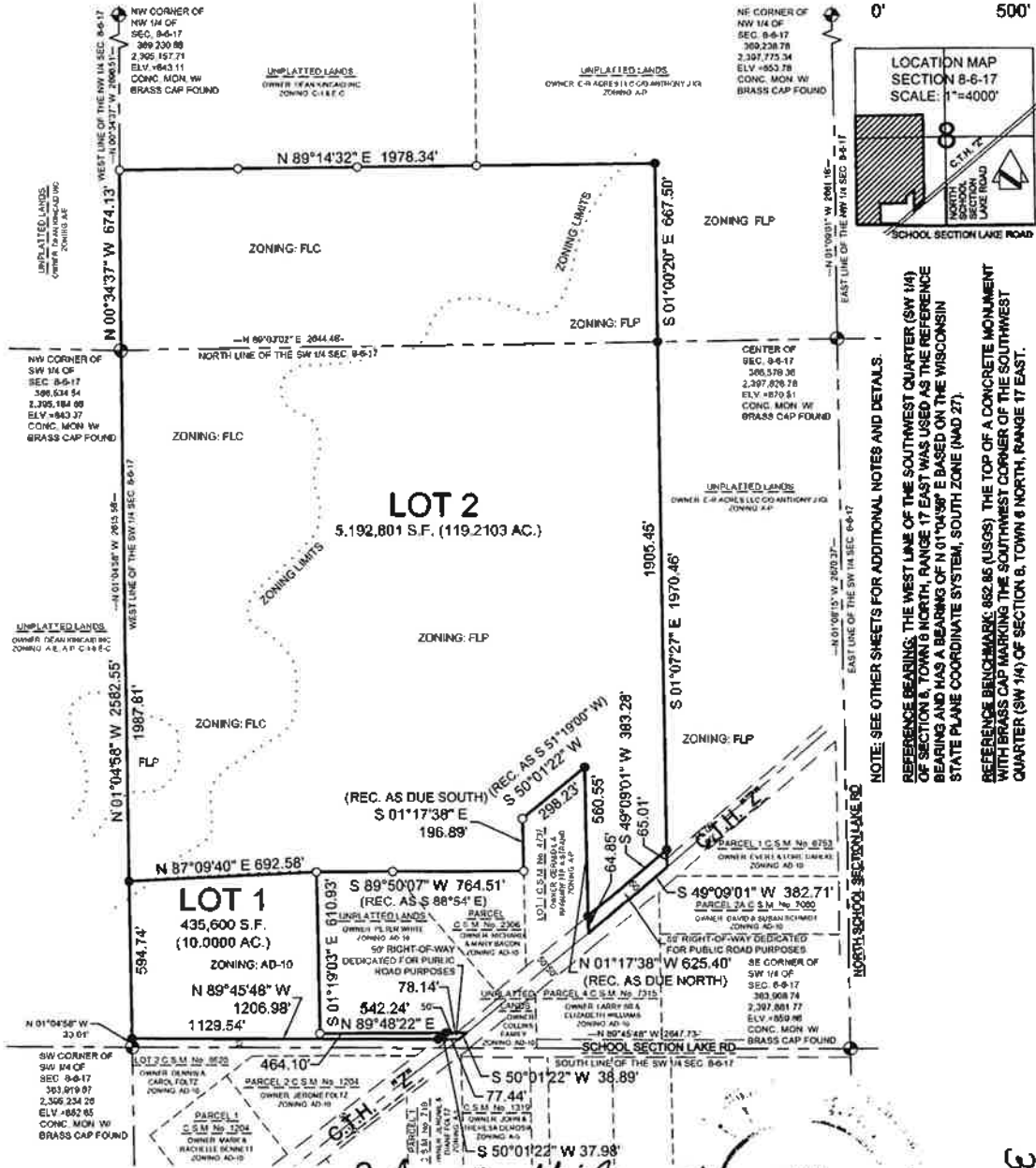
Being a part of the SE 1/4 and SW 1/4 of the NW 1/4 and
the NE 1/4, NW 1/4, SW 1/4 and SE 1/4 of the SW 1/4 of Section 8, Town 6 North, Range 17 East
TOWN OF OTTAWA, WAUKESHA COUNTY, WISCONSIN

LEGEND:

- IRON PIPE 18" x 1" DIA. (PLACED)
1.13+ LBS. PER LIN. FT.
- IRON PIPE (FOUND)
- ⊕-CONC. MON. (FOUND)
- ZONING DISTRICT LIMITS

SURVEYOR/ENGINEER:
JOHN R. STIGLER, P.L.S.
JAHNKE & JAHNKE ASSOC., INC.
711 WEST MORELAND BLVD.
WAUKESHA, WI. 53188-2479
PHONE: (262) 542-5797

OWNER/DEVELOPER:
IGL FAMILY FARM LLC
W382 S2728 C.T.H. "Z"
DOUSMAN, WI. 53118
C/O SIEPMANN REALTY CORPORATION
PHONE: (262) 650-9700



NOTE: SEE OTHER SHEETS FOR ADDITIONAL NOTES AND DETAILS.
REFERENCE BEARING: THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 8, TOWN 6 NORTH, RANGE 17 EAST WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF N 01°14'56" E BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 27).
REFERENCE BENCHMARK 862-86 (UGS) THE TOP OF A CONCRETE MONUMENT WITH BRASS CAP MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 8, TOWN 6 NORTH, RANGE 17 EAST.

John R. Stigler
JOHN R. STIGLER - Wis. Reg. No. S - 1829

**NOTE: SEE THE OWNERSHIP STRIP
DETAIL AND NOTES ON SHEET 2.**

DATED THIS 14th DAY OF March, 2013
REVISED THIS 20th DAY OF May, 2015
REVISED THIS 21st DAY OF August, 2015
REVISED THIS 28th DAY OF March, 2016
REVISED THIS 26th DAY OF April, 2016

FILE NAME: S8015CSM.DWG
P.S. OTTAWA 330

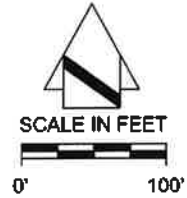
INSTRUMENT DRAFTED BY JOHN R. STIGLER

CERTIFIED SURVEY MAP NO. 11448

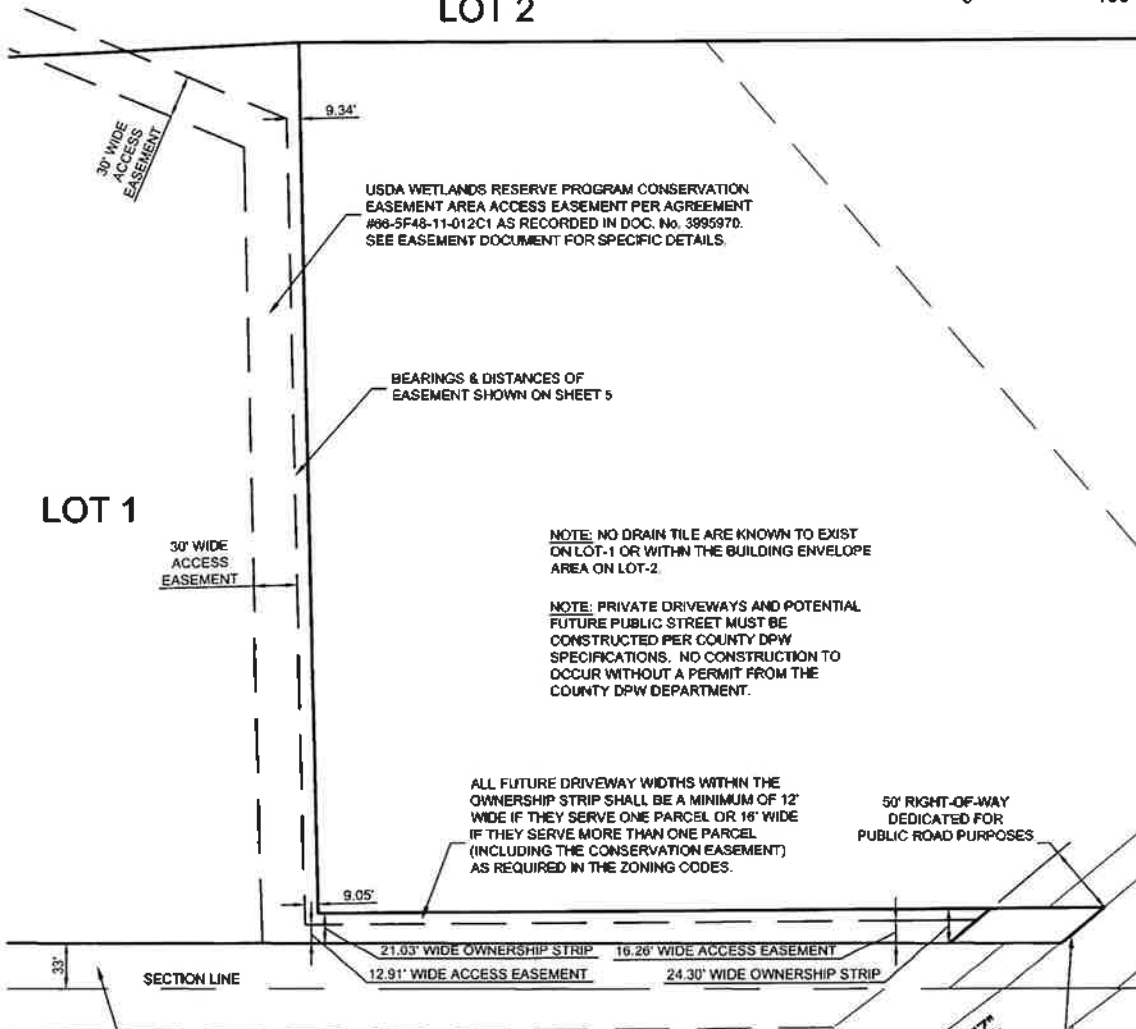
Sheet 2 of 9

Being a part of the SE 1/4 and SW 1/4 of the NW 1/4 and
the NE 1/4, NW 1/4, SW 1/4 and SE 1/4 of the SW 1/4 of Section 8, Town 6 North, Range 17 East
TOWN OF OTTAWA, WAUKESHA COUNTY, WISCONSIN

OWNERSHIP STRIP DETAIL



LOT 2



USDA WETLANDS RESERVE PROGRAM CONSERVATION
EASEMENT AREA ACCESS EASEMENT PER AGREEMENT
#88-SF48-11-012C1 AS RECORDED IN DOC. No. 399597D.
SEE EASEMENT DOCUMENT FOR SPECIFIC DETAILS.

BEARINGS & DISTANCES OF
EASEMENT SHOWN ON SHEET 5

NOTE: NO DRAIN TILE ARE KNOWN TO EXIST
ON LOT-1 OR WITHIN THE BUILDING ENVELOPE
AREA ON LOT-2.

NOTE: PRIVATE DRIVEWAYS AND POTENTIAL
FUTURE PUBLIC STREET MUST BE
CONSTRUCTED PER COUNTY DPW
SPECIFICATIONS. NO CONSTRUCTION TO
OCCUR WITHOUT A PERMIT FROM THE
COUNTY DPW DEPARTMENT.

ALL FUTURE DRIVEWAY WIDTHS WITHIN THE
OWNERSHIP STRIP SHALL BE A MINIMUM OF 12'
WIDE IF THEY SERVE ONE PARCEL OR 16' WIDE
IF THEY SERVE MORE THAN ONE PARCEL
(INCLUDING THE CONSERVATION EASEMENT)
AS REQUIRED IN THE ZONING CODES.

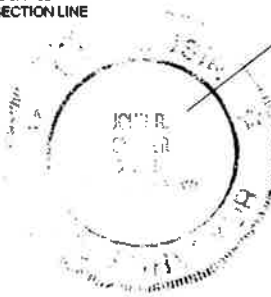
50' RIGHT-OF-WAY
DEDICATED FOR
PUBLIC ROAD PURPOSES

SECTION LINE

VOL. 591 PAGE 24 DOC. No. 373958
THE HEIRS OR ASSIGNS OF PHILIP FOLTZ AND
THARSILLA FOLTZ RETAIN THE RIGHT TO USE
A STRIP OF LAND 33' IN WIDTH LOCATED
NORTH AND PARALLEL TO THE SECTION LINE
AS A ROAD OR RIGHT-OF-WAY.

C.T.H. 'Z'

DRIVEWAY
LOCATION FOR
LOT-1 APPROVED BY
WAUKESHA COUNTY
DPW. (SEE MARCH 11,
2013 DPW LETTER)



John R. Stigler
JOHN R. STIGLER - Wis. Reg. No. S - 1820
DATED THIS 14th DAY OF March, 2013
REVISED THIS 20th DAY OF May, 2015
REVISED THIS 21st DAY OF August, 2015
REVISED THIS 28th DAY OF March, 2016
REVISED THIS 26th DAY OF April, 2016
INSTRUMENT DRAFTED BY JOHN R. STIGLER

FILE NAME: S8015CSM.DWG
P.S. OTTAWA 330

CERTIFIED SURVEY MAP NO. 1447

Sheet 3 of 9

Being a part of the SE 1/4 and SW 1/4 of the NW 1/4 and
the NE 1/4, NW 1/4, SW 1/4 and SE 1/4 of the SW 1/4 of Section 8, Town 6 North, Range 17 East
TOWN OF OTTAWA, WAUKESHA COUNTY, WISCONSIN

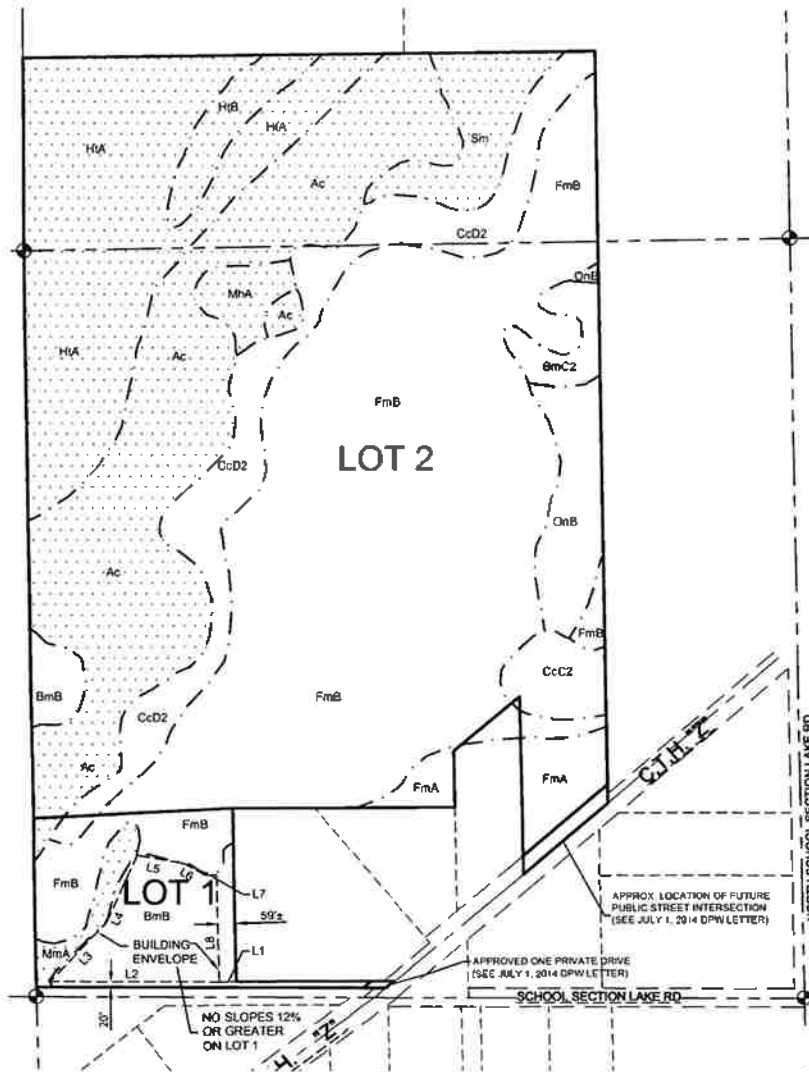
SOILS & BUILDING SETBACKS

LEGEND:

--- SOIL TYPE LINE



SCALE IN FEET



LINE	LENGTH	BEARING
L1	59.05'	S 89°03'12" W
L2	599.20'	N 89°45'48" W
L3	290.13'	N 43°34'35" E
L4	256.90'	N 24°28'21" E
L5	164.09'	S 80°09'11" E
L6	84.45'	S 60°16'37" E
L7	39.85'	N 88°40'57" E
L8	377.72'	S 01°20'48" E

NOTE:
THE BUILDING ENVELOPE FOR LOT 2 IS:
- 75 FT. FROM THE WETLAND OR FLOODPLAIN (WHICHEVER EXTENDS FURTHER)
- 20 FT. OFFSET AND OUTSIDE OF PEC
- 35 FT. ROAD SETBACK

ALSO ANY BUILDING THAT HOUSES ANIMALS MUST BE 50 FT. FROM ALL RESIDENTIAL LOT LINES.

NOTE: THE LAND NOTED AS HYDRIC OR HYDRIC INCLUSIONS ARE TO BE PRESERVED AS OPEN SPACE IN ACCORDANCE WITH THE TOWN AND COUNTY COMPREHENSIVE PLANS UNLESS FURTHER SOIL TESTING RESULTS INDICATE OTHERWISE.

SOILS:
CLASS I & II
FmA = FOX SANDY LOAM (B)
FmB = FOX SANDY LOAM (B)
MhA = MATHERTON SANDY LOAM (B)-HYDRIC INCLUSIONS
MmA = MATHERTON SILT LOAM (B)-HYDRIC INCLUSION
Sm = SEBEWA SILT LOAM (B/D)-HYDRIC
CLASS III & IV
Ac = ADRIAN MUCK (A/D)-HYDRIC
BmB = BOYER LOAMY SAND (B)
BmC2 = BOYER SANDY LOAM (B)
CcC2 = CASCO SANDY LOAM (B)
HmA = HOUGHTON MUCK (A/D)-HYDRIC
OnB = OSHTEMO SANDY LOAM (B)
CLASS VI, VII & VIII
CcD2 = CASCO SANDY LOAM (B)
HmB = HOUGHTON MUCK (A/D)-HYDRIC

FILE NAME: S8015CSM.DWG
P.S. OTTAWA 330

John R. Stigler
JOHN R. STIGLER - Wis. Reg. No. S - 1820

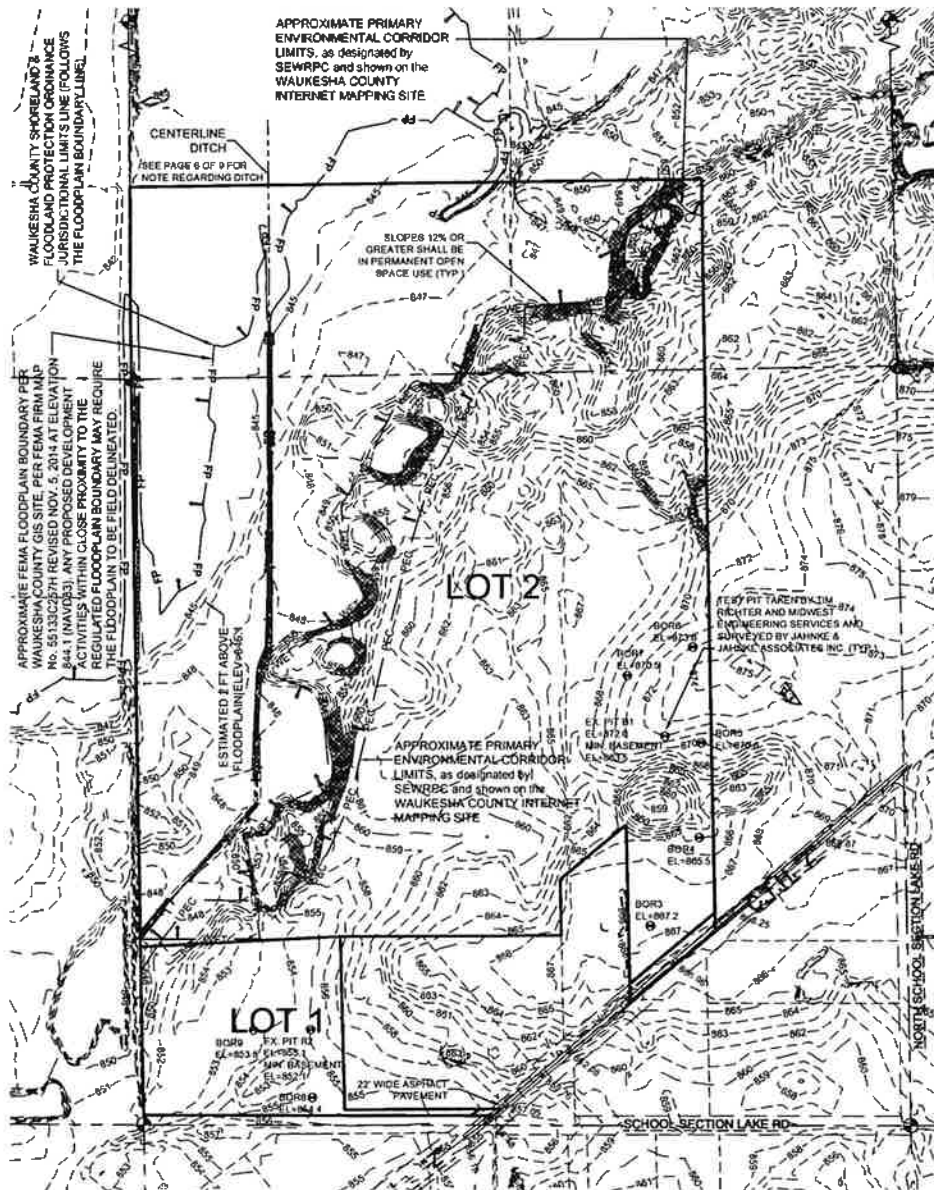
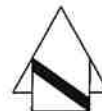
DATED THIS 14th DAY OF March, 2013
REVISED THIS 20th DAY OF May, 2015
REVISED THIS 21st DAY OF August, 2015
REVISED THIS 28th DAY OF March, 2016
REVISED THIS 28th DAY OF April, 2016

378

INSTRUMENT DRAFTED BY JOHN R. STIGLER

CERTIFIED SURVEY MAP NO. 11448
Being a part of the SE 1/4 and SW 1/4 of the NW 1/4 and
the NE 1/4, NW 1/4, SW 1/4 and SE 1/4 of the SW 1/4 of Section 8, Town 6 North, Range 17 East
TOWN OF OTTAWA, WAUKESHA COUNTY, WISCONSIN

**TOPOGRAPHY, FLOODPLAIN, PEC,
12% SLOPES & SOIL TEST PITS**



- NOTES:
1. THE SITE WETLANDS WERE FIELD DELINEATED BY AYRES ASSOCIATES ON AUGUST 9TH, 2011 AND SURVEYED.
 2. LOT-1 CONTAINS 776 SF OR 0.2% OF LOT AREA WITH SLOPES GREATER THAN 10%.
 3. LOT-2 CONTAINS 293,147 SF OR 5.5% OF LOT AREA WITH SLOPES GREATER THAN 10%.
 4. APPROXIMATE PRIMARY ENVIRONMENTAL CORRIDOR LIMITS, AS DESIGNATED BY S.E.W.P.C. AND SHOWN ON THE WAUKESHA COUNTY INTERNET MAPPING SITE.

- LEGEND:**
- - - - ESTIMATED 2-FOOT ABOVE FLOODPLAIN
 - FP - FEMA FLOODPLAIN LINE/WAUKESHA COUNTY SHORELAND LINE
 - PEC - PRIMARY ENVIRONMENTAL CORRIDOR LINE
 - WET - WETLAND PER NRCS, JANUARY 13, 2012
 - - - - EXIST. 1-FOOT CONTOUR
 - - - - EXIST. 5-FOOT CONTOUR
 - ⊙ BORS EL=470.6 - SOIL BORING
 - ▨ - SLOPES 12% OR GREATER

John R. Stigler
JOHN R. STIGLER - Wis. Reg. No. S - 1820
 DATED THIS 14th DAY OF March, 2013
 REVISED THIS 20th DAY OF May, 2015
 REVISED THIS 21st DAY OF August, 2015
 REVISED THIS 28th DAY OF March, 2016
 REVISED THIS 26th DAY OF April, 2016

FILE NAME: S8015CSM.DWG
P.S. OTTAWA 330

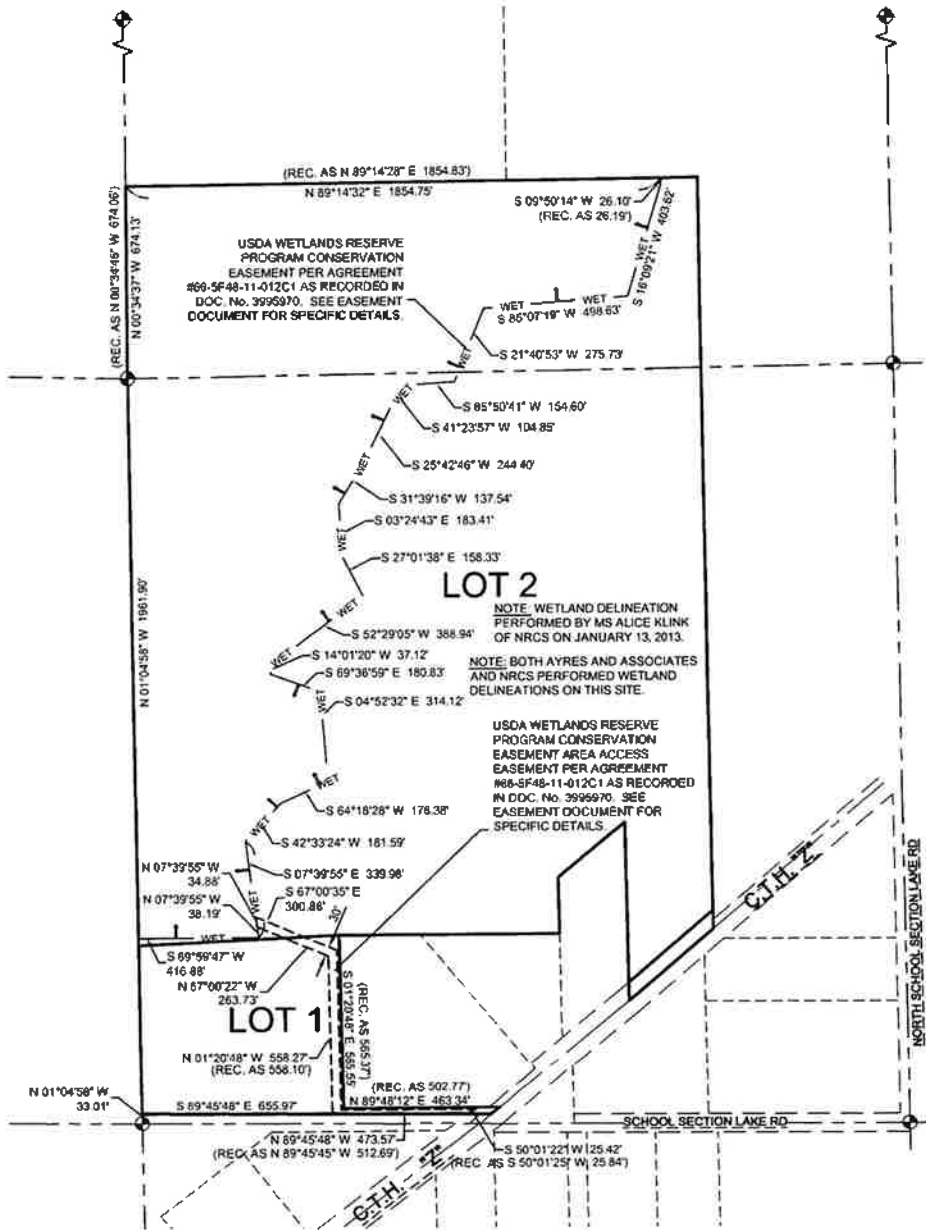
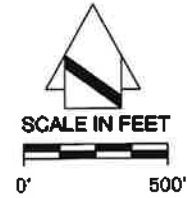
INSTRUMENT DRAFTED BY JOHN R. STIGLER

CERTIFIED SURVEY MAP NO. 11448

Sheet 5 of 9

Being a part of the SE 1/4 and SW 1/4 of the NW 1/4 and
the NE 1/4, NW 1/4, SW 1/4 and SE 1/4 of the SW 1/4 of Section 8, Town 6 North, Range 17 East
TOWN OF OTTAWA, WAUKESHA COUNTY, WISCONSIN

WETLAND EASEMENTS



LEGEND:

WET WET WET - WETLAND EASEMENT LINE

John R. Stigler
JOHN R. STIGLER - Wis. Reg. No. S - 1820
DATED THIS 14th DAY OF March, 2013
REVISED THIS 20th DAY OF May, 2015
REVISED THIS 21st DAY OF August, 2015
REVISED THIS 28th DAY OF March, 2016
REVISED THIS 26th DAY OF April, 2016

FILE NAME: S8015CSM.DWG
P.S. OTTAWA 330

INSTRUMENT DRAFTED BY JOHN R. STIGLER

CERTIFIED SURVEY MAP NO. 11448

Sheet 6 of 9

Being a part of the SE 1/4 and SW 1/4 of the NW 1/4 and
the NE 1/4, NW 1/4, SW 1/4 and SE 1/4 of the SW 1/4 of Section 8, Town 6 North, Range 17 East
TOWN OF OTTAWA, WAUKESHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, John R. Stigler, registered land surveyor, being duly sworn on oath, hereby depose and say that I have surveyed, divided and mapped the following land bounded and described as follows:

All that part of the Southeast Quarter (SE 1/4) and Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the Northeast Quarter (NE 1/4), Northwest Quarter (NW 1/4), Southwest Quarter (SW 1/4) and Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 8, Town 6 North, Range 17 East, Town of Ottawa, Waukesha County, Wisconsin bounded and described as follows: Commencing at the southwest corner of the Southwest Quarter (SW 1/4); thence North 01°04'58" West along the west line of said Southwest Quarter (SW 1/4) 33.01 feet to the place of beginning of the land hereinafter to be described; thence continuing North 01°04'58" West along said west line 2582.55 feet to the northwest corner of said Southwest Quarter (SW 1/4); thence North 00°34'37" West along the west line of the Northwest Quarter (NW 1/4) 674.13 feet; thence North 89°14'32" East 1978.34 feet; thence South 01°00'20" East 667.50 feet to the north line of said Southwest Quarter (SW 1/4); thence South 01°07'27" East 1970.46 feet to the centerline of CTH Z; thence South 49°09'01" West along said centerline 382.71 feet to the east line extended of Lot 1 of Certified Survey Map No. 4737 as recorded in Volume 38 on pages 156-158 as Document No. 1299126; thence North 01°17'38" West (recorded as Due North) along said east line and east line extended 625.40 feet; thence South 50°01'22" West (recorded as South 51°19'00" West) along the north line of said Lot 1, 298.23 feet; thence South 01°17'38" East (recorded as Due South) along the west line of said Lot 1, 196.89 feet to the north line of Certified Survey Map No. 2306 as recorded in Volume 16, pages 269-270 as Document No. 910619; thence South 89°50'07" West (recorded as South 88°54' East) along the north line and north line extended of said Certified Survey Map 764.51 feet; thence South 01°19'03" East 610.93 feet; thence North 89°48'22" East 542.24 feet to the centerline of CTH Z; thence South 50°01'22" West 38.89 feet; thence North 89°45'48" West 1206.98 feet to the place of beginning. Containing 5,649,481 square feet (129.6942 acres) of land.
DEDICATING 50 feet for CTH Z, public road purposes.

I also certify that I have made the survey by the direction of the owners and that I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes pertaining to Certified Survey Maps (Section 236.34) and the subdivision regulations of the Town of Ottawa and Waukesha County in surveying, dividing and mapping the same.



John R. Stigler
JOHN R. STIGLER - Wis. Reg. No. S-1820
Revised this 19th day of July, 2013
Revised this 20th day of May, 2015
Revised this 21st day of August, 2015
Revised this 28th day of March, 2016
Revised this 26th day of April, 2016

STATE OF WISCONSIN)ss
WAUKESHA COUNTY)

The above certificate subscribed and sworn to me this 14th day of MARCH, 2013.

My commission expires July 25, 2017.

Anthony S. Zanon
ANTHONY S. ZANON - NOTARY PUBLIC



The navigability of the ditch has not been identified. If at a future date the ditch is deemed navigable, the following provisions will apply:
1. The jurisdictional boundary of the Waukesha County Shore Land and Flood Land Protection Ordinance will extend 300 feet from the OHWM of the ditch or to the extent of the floodplain, whichever extends further.
2. Any land below the ordinary high water mark of a lake or navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.

OWNER: IGL FAMILY FARM, LLC

Instrument drafted by John R. Stigler

P.S. Ottawa 330 **345**



CERTIFIED SURVEY MAP NO. ~~1144~~ 8

Sheet 7 of 9

Being a part of the SE 1/4 and SW 1/4 of the NW 1/4 and the NE 1/4, NW 1/4, SW 1/4 and SE 1/4 of the SW 1/4 of Section 8, Town 6 North, Range 17 East TOWN OF OTTAWA, WAUKESHA COUNTY, WISCONSIN

WETLAND-PRIMARY ENVIRONMENTAL CORRIDOR-FLOODPLAIN PRESERVATION AREA RESTRICTIONS: Those areas of land identified as Wetland, Primary Environmental Corridor, or 100 Year Floodplain on Sheets 4 and 5 of 9 of this Certified Survey Map shall be considered to be in a Wetland-Primary Environmental Corridor-Floodplain Preservation Area and are subject to the following restrictions:

- 1. Grading and filling and removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the municipality in which the land is located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception of that invasive, dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with the approval from the Waukesha County Department of Parks and Land Use-Planning and Zoning Division. Silvicultural thinning, upon the recommendation of a forester or naturalist with the approval from the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, shall also be permitted.
3. Grazing by domesticated animals, i.e., horses, cows, etc, is prohibited within the Wetland and shall be discouraged to the greatest extent possible within the Primary Environmental Corridor.
4. The introduction of plant material not indigenous to the existing environment of the Wetland-Primary Environmental Corridor-Floodplain Preservation Area is prohibited, unless specifically authorized by the Waukesha County Department of Parks and Land Use-Planning and Zoning Division.
5. Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Park and Planning Commission, the Wisconsin Department of Natural Resources, and the Army Corps of Engineers.
6. Construction of buildings is prohibited.

Notes:

- 1. The two lots shown on this CSM are zoned, AD-10, C-1 Conservancy, E-C Environmental Corridor, Farmland Preservation and Farmland Conservancy Zoning Districts. Lot 1 is zoned AD-10 and Lot 2 is zoned Farmland Preservation and Farmland Conservancy, with Wetland and Environmental Corridor overlay districts.
2. The wetland area on Lot 2 is covered by a USDA Wetlands Reserve Program Conservation Easement per Agreement No. 66-5F48-11-012C1 as recorded in Document No. 3995970. See the easement document for specific details.
3. All structures shall be located within the identified building envelope. The building envelope, setbacks and offsets shown on this Certified Survey Map may be subject to modification, based on provisions of the Waukesha County Shoreland and Floodland Protection Ordinance and/or the Waukesha County Zoning Code.
4. All development must occur outside of the Primary Environmental Corridor to comply with the E-C zoning requirements.
5. The Waukesha County Comprehensive Development Plan (CDP) designates the lands that are a part of this Certified Survey Map as Farmland Preservation. Therefore, in accordance with the 35-acre density requirements of the CDP, Lot 2 is limited to (2) dwelling units until and unless such time the CDP is amended. Lot 1 is limited to one (1) dwelling unit and shall not be further divided. Future residences or land divisions need to comply with the recently adopted Farmland Preservation Zoning Standards of the County Zoning Ordinances.
6. On December 12, 2012, the Waukesha County Board of Adjustment approved a variance from the Creation of Lots on a Private Street or Way provisions of the Waukesha County Zoning Code and the Waukesha County Shore Land and Flood Land Protection Ordinance for the ownership strip on Lot 1. The use of the ownership strip shall be limited to the owner of Lot 1 for single family residential use and to provide access to the conservation easement via an access easement across the ownership strip and Lot 1.
7. Slopes 12% or greater shall be in permanent open space use.
8. The Town of Ottawa approved a waiver for lots not abutting a public street on May 6, 2013. Waukesha County approved the creation of a lot not abutting a public road (Lot 1) on April 21, 2016.
9. The Town of Ottawa granted a waiver in 2013 for lot lines not at right angles.
10. A waiver was granted in 2013 to the restriction that Lot 2 may not contain 50% of the lot in the Zoning District that the building site is in.
11. Utility easements, as required by the Town of Ottawa Land Division and Development Ordinance were waived in 2013.

John R. Stigler
JOHN R. STIGLER - Wis Reg. No. S-1820
Dated this 14th day of March, 2013
Revised this 19th day of July, 2013
Revised this 20th day of May, 2015
Revised this 21st day of August, 2015
Revised this 28th day of March, 2016
Revised this 26th day of April, 2016



OWNER: IGL FAMILY FARM, LLC

Instrument drafted by John R. Stigler

P.S. Ottawa 330

346

CERTIFIED SURVEY MAP NO. 11448

Sheet 8 of 9

Being a part of the SE 1/4 and SW 1/4 of the NW 1/4 and
the NE 1/4, NW 1/4, SW 1/4 and SE 1/4 of the SW 1/4 of Section 8, Town 6 North, Range 17 East
TOWN OF OTTAWA, WAUKESHA COUNTY, WISCONSIN

BASEMENT RESTRICTION – GROUNDWATER

The lots on this Certified Survey Map contain soil conditions that, due to the possible presence of groundwater near the surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that either a licensed professional engineer or other soils expert design a basement and foundation that will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that other special measures be taken. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein. The basement floor elevations of any homes to be constructed on Lots 1 and 2 of this Certified Survey Map must be at least one (1) foot above the seasonal high water table. Minimum basement floor elevations have been established for the lots contained in this Certified Survey Map. Those minimum basement floor elevations are 852.1 on Lot 1 and 863.5 on Lot 2. These minimum basement floor elevations may be modified by the Land Resources Division of the Waukesha County Department of Parks and Land Use, following additional soil investigations.

OWNER'S CERTIFICATE:

As owner, I do hereby certify that I caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map. I also certify that this Certified Survey Map is required to be submitted to the following for approval: Town of Ottawa and Waukesha County Department of Parks and Land Use.

IGL FAMILY FARM, LLC

Marian C. Igl
MARIAN C. IGL- MANAGING MEMBER

STATE OF WISCONSIN)ss
COUNTY OF WAUKESHA)

Personally came before me this 26 day of April, 2016, the above named MARIAN C. IGL, MANAGING MEMBER, to me known to be the person who executed the foregoing instrument.

My commission expires 8-28-2017

Heidi E. Kerr
NOTARY PUBLIC



John R. Stigler
JOHN R. STIGLER – Wis. Reg. No. S-1820
Dated this 14th day of March, 2013
Revised this 19th day of July, 2013
Revised this 20th day of May, 2015
Revised this 21st day of August, 2015
Revised this 28th day of March, 2016
Revised this 26th day of April, 2016

OWNER: IGL FAMILY FARM, LLC

Instrument drafted by John R. Stigler

P.S. Ottawa 330

347

ARC™
(262) 542-8200

FORM ARC-101

CERTIFIED SURVEY MAP NO. 11448

Sheet 9 of 9

Being a part of the SE 1/4 and SW 1/4 of the NW 1/4 and
the NE 1/4, NW 1/4, SW 1/4 and SE 1/4 of the SW 1/4 of Section 8, Town 6 North, Range 17 East
TOWN OF OTTAWA, WAUKESHA COUNTY, WISCONSIN

TOWN OF OTTAWA PLANNING COMMISSION APPROVAL

Approved by the Town of Ottawa Planning Commission on this 2nd, day of May, 2016

Richard Arrowood
RICHARD ARROWOOD - CHAIRMAN

Melissa M. Klein
MELISSA M. KLEIN - TOWN CLERK

TOWN BOARD APPROVAL

Approved by the Town of Board of the Town of Ottawa on this 9th, day of May, 2016

Richard Arrowood
RICHARD ARROWOOD - CHAIRMAN

Melissa M. Klein
MELISSA M. KLEIN - TOWN CLERK

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE:

Resolved that the above Certified Survey Map, which has been filed for approval as required by Chapter 236, Wisconsin Statutes, is hereby approved this 28th day of April, 2016

Dale R. Shaver by Jason W. Poth
DALE R. SHAVER - DIRECTOR



John R. Stigler
JOHN R. STIGLER - Wis. Reg. No. S-1820
Dated this 14th day of March, 2013
Revised this 19th day of July, 2013
Revised this 20th day of May, 2015
Revised this 21st day of August, 2015
Revised this 28th day of March, 2016
Revised this 26th day of April, 2016

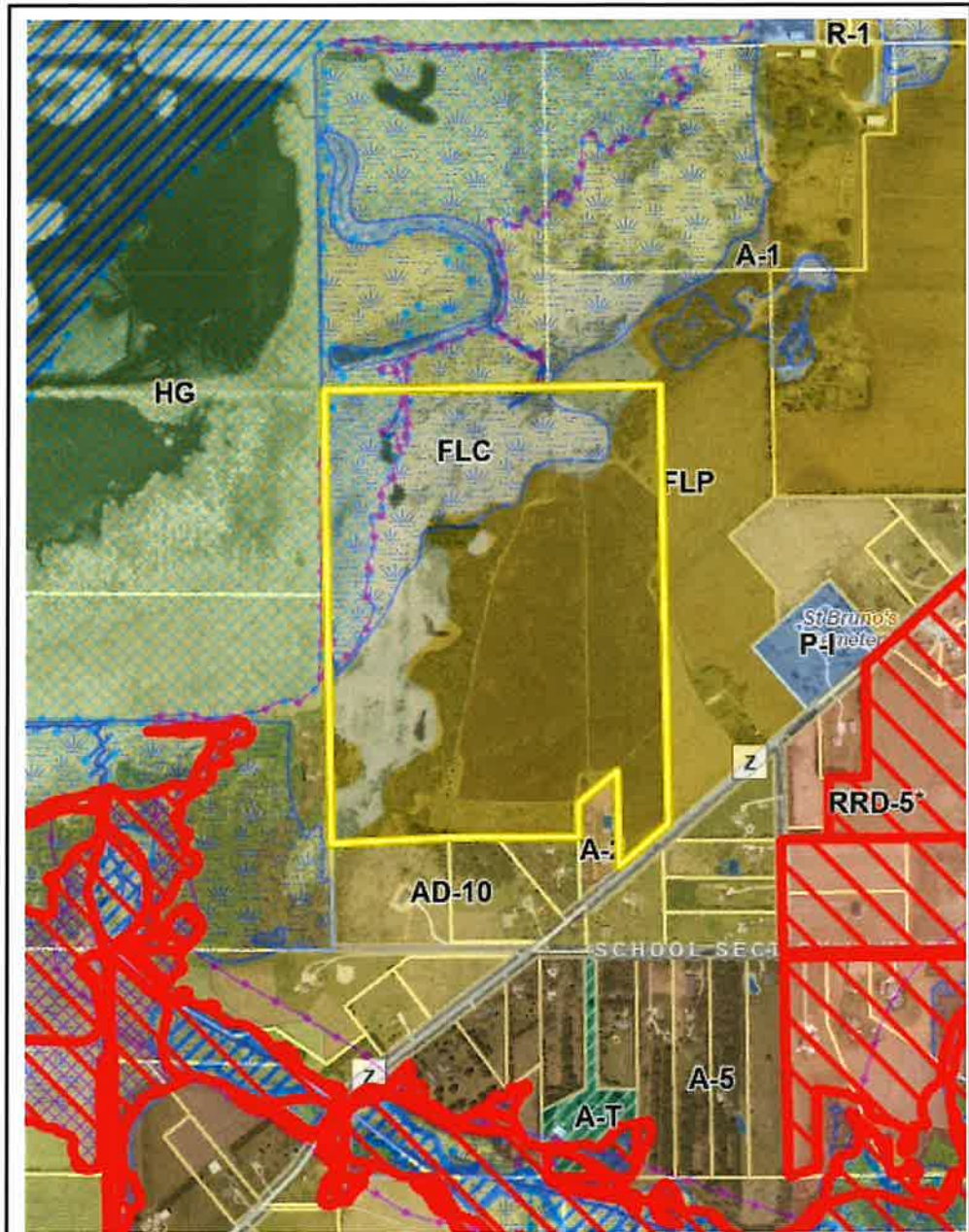
4207031
REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON
May 17, 2016 11:36 AM
James R Behrend
Register of Deeds
9 PGS
TOTAL FEE: \$30.00
TRANS FEE: \$0.00
Book 113 Page 340-348

OWNER: IGL FAMILY FARM, LLC

Instrument drafted by John R. Stigler

P.S. Ottawa 330

348



Legend

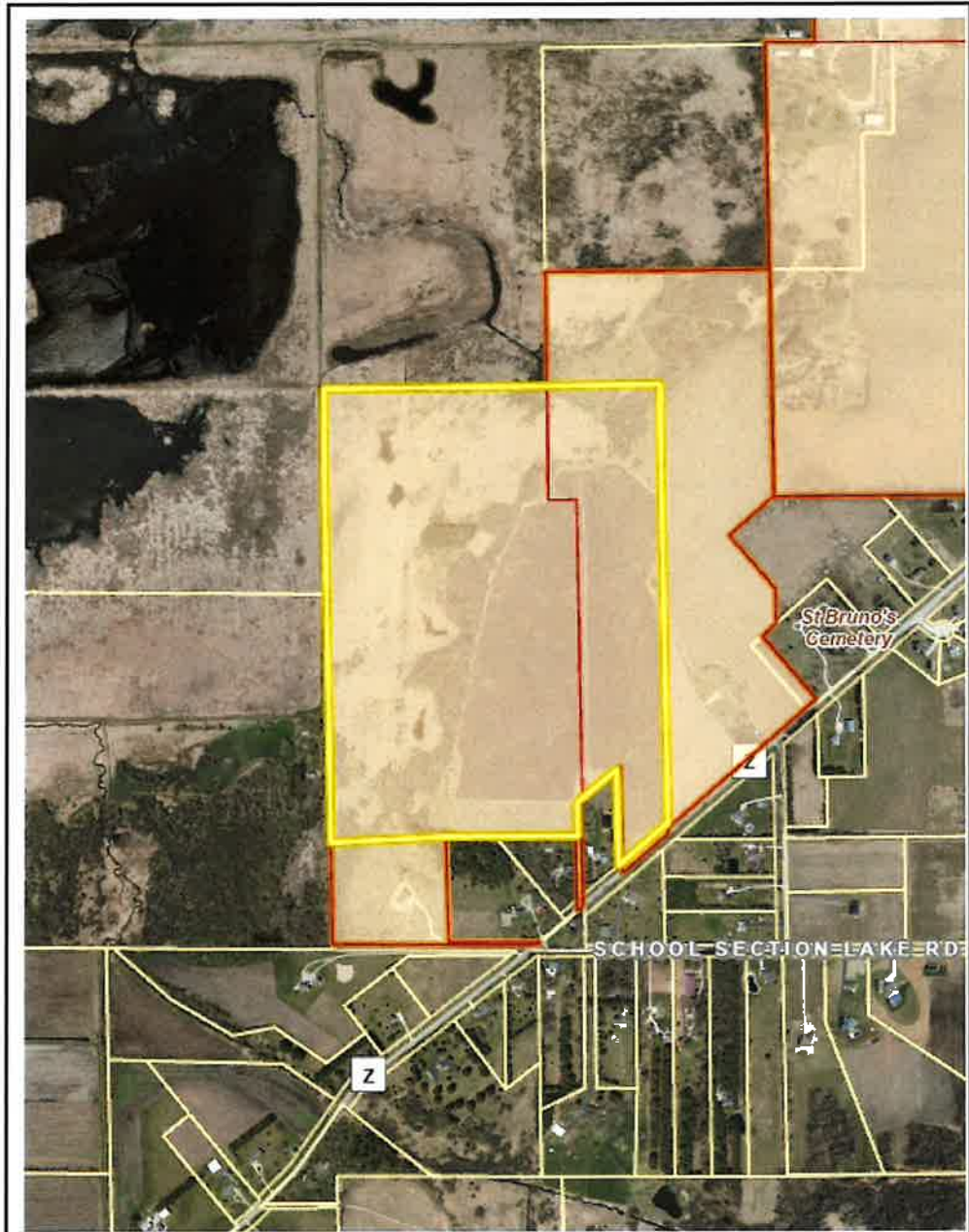
- Conditional Zoning
- Shoreland Zoning
- Delafield Shorelan
- North Lake Overla
- C-1 Conservancy
- C-1 Conservancy Floodway
- Floodway (FEMA)
- Floodplain (FEMA)
- C-1 Conservancy
- C-1 Conservancy
- Existing Floodplair**
- County Zoning Die**
- A-1 Agricultural Di
- A-2 Rural Home D
- A-3 Suburban Esti
- A-4 Country Estati
- A-5 Mini-Farm Dis
- A-B Agricultural Br
- A-T Agricultural La
- AD-10 Agricultural
- B-1 Restricted Bus
- B-2 Local Busines
- B-3 General Busin
- B-4 Community Bk
- B-P Mixed Use Bu
- DOD Downtown C
- FLC Farmland Coi
- FLP Farmland Pre
- HG High Groundw
- M-1 Limited Indust
- M-2 General Indus
- Not Zoned
- P-1 Public and Inst
- Q-1 Quarrying Dis
- R-1 Residential Di
- R-2 Residential Di
- R-3 Residential Di
- RRD-5 Rural Resi
- Right of Way
- Water
- Planned Unit Deve
- Municipal Boundar
- Parcel_Dimension
- Note_Text_2K
- Note_2K



Notes:

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.





Legend

- Farm Parcels
- Farm Tracts
- Municipal Boundar
- Parcel_Dimension
- Note_Text_2K
- Lots_2K
- Lot
- Unit
- General Common
- Outlot
- SimultaneousCom
- Assessor Plat
- CSM
- Condominium
- Subdivision
- Cartoline_2K
- EA-Easement_Lin
- PL-DA
- PL-Extended_Tie
- PL-Meander_Line
- PL-Note
- PL-Tie
- PL-Tie_Line
- <all other values>
- Railroad_2K

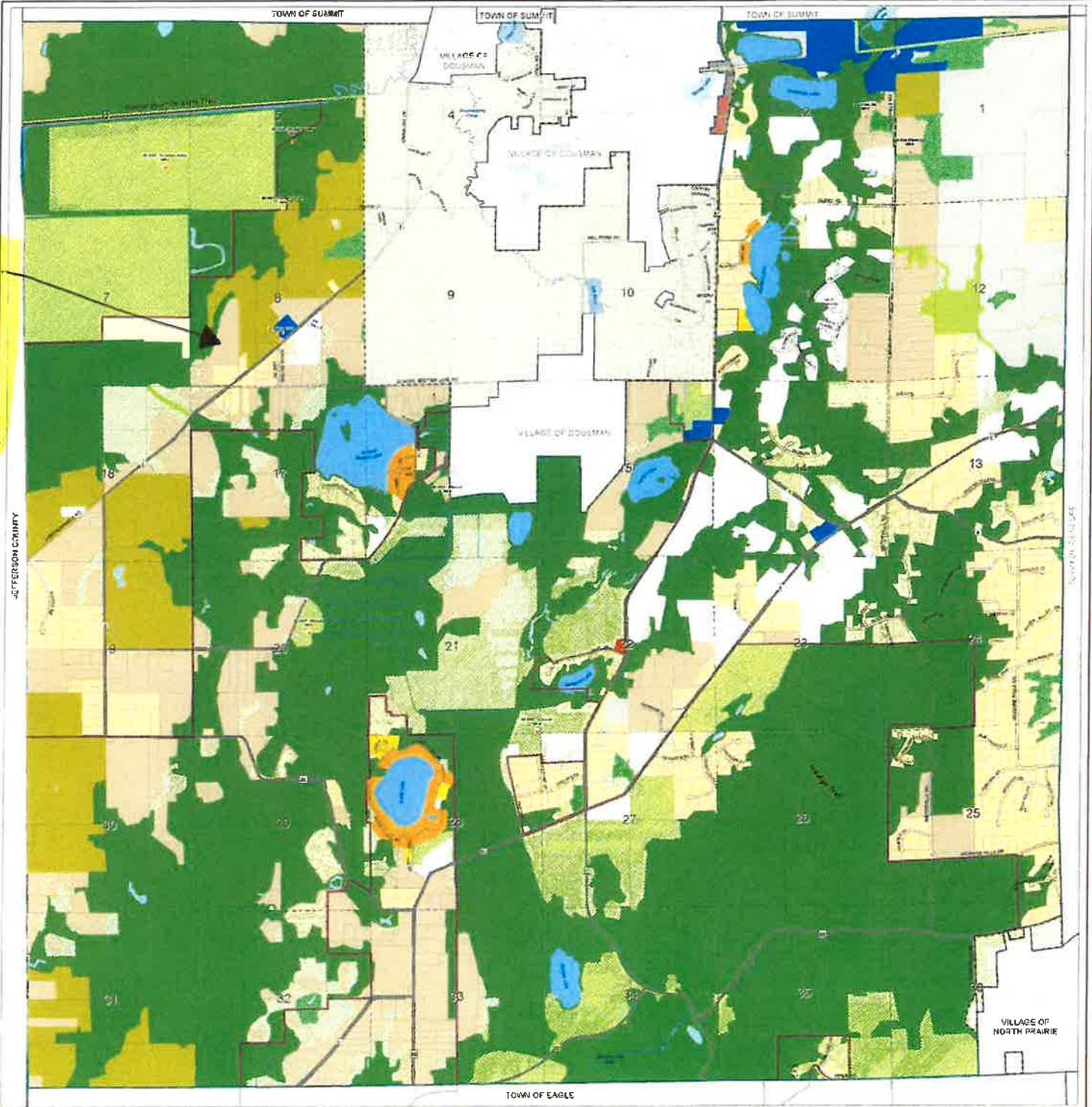
0 992.56 Feet

Notes:

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.



* SUBJECT



Recommended Land Use Plan for Town of Ottawa - 2035 (Exhibit B)

Land Use Plan Categories

- | | | | |
|--|--|--|---|
| <ul style="list-style-type: none"> High Density Residential
(Less than 6,000 square feet of area per dwelling unit) Medium Density Residential
(6,000-16,999 square feet of area per dwelling unit) Low Density Residential
(20,000 square feet to 1.4 acres of area per dwelling unit) Suburban I Density Residential
(1.5 to 2.9 acres of area per dwelling unit) Suburban II Density Residential
(3.0 to 4.9 acres of area per dwelling unit) | <ul style="list-style-type: none"> Rural Density and Other Agricultural Land
(5.0 to 9.9 acres of area per dwelling unit) Agricultural 10 Acre Density
(10.0 to 34.9 acres of area per dwelling unit) Prime Agricultural
(35 acres of area per dwelling unit or greater) Other Open Lands to be Preserved Recreational Primary Environmental Corridor Secondary Environmental Corridor | <ul style="list-style-type: none"> Isolated Natural Resource Area Surface Water Governmental & Institutional Commercial and Office Park Mixed Use Industrial Transportation, Communication & Utilities Highway and Railway Rights of Way | <ul style="list-style-type: none"> Adopted Wisconsin Department Of Natural Resources Project Boundary Major Recreational Trails Boundary Agreement Area |
|--|--|--|---|

0 1,000 2,000 3,000 4,000 5,000 Feet



Environmental Corridor information from SEWRPC Environmental Corridor Inventory 2000
 This amended map became effective on April 8, 2014
 Updated and Prepared by the Waushara County Department of Parks and Land Use
 Amendments effective through November 2017

5.01 Use regulations.

(1) Permitted Uses:

- (A) Grazing.
- (B) The harvesting of any wild crops such as marsh hay, ferns, moss, berries, tree fruits, and tree seeds.
- (C) Hunting and fishing unless prohibited by other ordinances or laws.
- (D) Sustained Yield Forestry.
- (E) Dams and hydro-electric power stations. Said uses must comply with the requirements of Section 6.14(5) if located within the FLC District.
- (F) Telephone, telegraph and power transmission lines. Said uses must comply with the requirements of Section 6.14(5) if located within the FLC District.
- (G) Non-residential buildings used solely in conjunction with the raising of waterfowl, minnows, and other similar animals or fish.

(2) Specific prohibition:

Filling or drainage of Wetlands, removal of topsoil or peat, or damming or relocating of any watercourse shall not be permitted except with approval of the plan commission and zoning agency.

(3) Area Regulations:

There are no specific minimum lot size requirements although conservancy/wetland zoned lands that lie within a larger parcel or tract of land, the remainder of which is zoned in any other District shall have a minimum area required in that non-conservancy district.

(Section 5.01(1)(E) was amended by Enrolled Ordinance 170-72, effective 12/31/15.)

(Section 5.01(1)(F) was amended by Enrolled Ordinance 170-72, effective 12/31/15.)

(Section 5.01(1)(G) was amended by Enrolled Ordinance 161-13, effective 09/04/06.)

(Section 5.01(2) was amended by Enrolled Ordinance 159-69, effective 1-17-05.)

(Section 5.01 was amended by Enrolled Ordinance 171-38, effective 9/28/16.)

SECTION 5a Reserved

(Section 5a was created by Enrolled Ordinance 170-72, effective 12/31/15.)



SECTION 6 FLC FARMLAND CONSERVANCY DISTRICT

(Section 6 was renamed as FLC Farmland Conservancy District and amended by Enrolled Ordinance 170-72, effective 12/31/15.)

6.01 Purpose and intent.

This District is intended to apply to those areas that are designated on the Comprehensive Development Plan for Waukesha County for Farmland Preservation and which are presently in Agricultural Use by virtue of either cultivation, pasture or in some other way, and which if they were not being used for agricultural purposes would be classified as conservancy lands due to inherent wet soil characteristics and/or the presence of natural vegetation indicative of wet soils. The intent of the District is to preserve and maintain Agricultural Uses on lands suited for such purposes. They often include lands poorly suited for urban or suburban development while being particularly well suited for some types of Agricultural Use.

In this District, Structures related to farm operations, including existing dwellings, are deemed consistent with the purpose of this section where the location of Buildings associated with the permitted agricultural operation is found to conform with health, sanitation and safety provisions of this and any other state regulation or local ordinance. Determination of such suitability shall be evidenced by on-site examination and evaluation. The intent for mapping purposes is that lands within this District shall have exhibited those Agricultural Uses in the past. It is not the intent of this section to promote or permit the conversion of Wetlands. If a new Lot of less than 35 acres is proposed and a portion of the lands to be included in the Lot Area are zoned FLC District, said lands may only be included within the Lot Area if the proposal complies with the siting, density, area, etc. parameters of the FLP District.

(Section 6.01 was amended by Enrolled Ordinance 171-38, effective 9/28/16.)

6.02 Use regulations: Permitted Uses.

- (1) Any uses and Structures permitted in the C-1 Conservancy Overlay District and if located in a Wetland, the provisions of Section 5 shall apply.
- (2) Agricultural Uses, as defined within this Ordinance, except Fur and Pig Farms and Poultry and/or egg production which require Conditional Use authorization pursuant to Section 6 C.4. Such uses shall not fill or convert Wetlands or floodplains.
- (3) Agricultural Accessory Uses including existing single-family dwellings that existed on January 1, 2014 and shelters for housing animals that comply with Section 2.02 (12) of this Ordinance or permitted as an appurtenance to a Farm Residence, except that no Structure shall be located in a Wetland or upon lands not suited due to soil limitations.
- (4) Nurseries, greenhouses and hatcheries limiting the retail sales of such product to that which is produced by the farm operator, subject to review and approval of a Site Plan and Plan of Operation by the plan commission and the Zoning Administrator in accordance with Section 3.03(6) of this Ordinance.
- (5) Roadside Stands, subject to the provisions of Section 6.14(2)(E).
- (6) Signs not to exceed forty (40) feet in area displaying the name of the Farm or farm organization.

(Section 6.02 was amended by Enrolled Ordinance 171-38, effective 9/28/16.)

6.03 Conditional uses.

Conditional uses, as provided in Section 3.08(7) and listed below, and in accordance with the procedural requirements of Section 3.08(7) and the provisions of Section 6.15:

- (1) Landing Fields and Take Off Strips serving agricultural or municipal uses.
- (2) Animal Hospitals and Veterinarian Clinics; and Commercial Dog Kennels but only if they comply with the Farm Family Business provisions of ATCP 49.
- (3) Commercial Truck Parking, except that such use may be allowed but only if incidental to and compatible with the continued long term Agricultural Use of the lands as determined by the Town Plan Commission and the County Zoning Administrator and comply with the Farm Family Business provisions of ATCP 49.
- (4) Fur Farms, Pig Farms, Creameries, Condensories, Commercial or Custom Grain Drying Operations and Poultry and/or Egg Production.
- (5) Existing non-metallic mineral extraction or Quarrying (as defined in this Ordinance), except that such use may be allowed only if incidental to and compatible with the continued long term Agricultural Use of the lands which make up the major portion of lands in the FLC or FLP Districts (i.e., sand and gravel removal on non-productive lands, for example).
- (6) Private Clubs and Resorts (including commercial Boarding Stables), except that such use may be allowed only if incidental to and compatible with the continued long term Agricultural Use of the lands (i.e., private hunt clubs during the non-growing season, for example).
- (7) Land Altering Activities in accordance with the requirements of Section 3.08(7)(AA), provided such activities do not negatively affect the long-term suitability of the lands for agricultural purposes.
- (8) Limited Family Businesses, as provided for and in accordance with all parameters of Section 3.08(7)(KK). Said uses must comply with the Farm Family Business provisions of ATCP 49.
- (9) In-law Units, pursuant to Section 3.08(7)(Z), provided that the density requirements of the Farmland Preservation Plan are complied with.
- (10) Other uses, situations, or nonfarm type businesses not specifically provided for in this conditional use section and which may be determined to be acceptable under the provisions of Section 6.15 and in the judgment of the Town Plan Commission and County Zoning Agency, meet the intent of a conditional use as set forth in Section 3.08(1) and comply with the Farm Family Business provisions of ATCP 49, also referred to as an Unspecified Conditional Use in this Ordinance.

(Section 6.03 was amended by Enrolled Ordinance 171-38, effective 9/28/16.)

6.04 Building location.

- (1) Road Setback:
 - (A) Fifty (50) feet minimum, unless measured from a Local Road, in which case, the

setback is thirty-five (35) feet minimum.

(B) Additional regulations and exceptions from Section 3.09(1) apply.

(2) Wetland Setback:

(A) Seventy-five (75) feet minimum.

(B) Additional regulations and exceptions from Section 3.09(2) apply.

(3) Offset:

(A) Twenty (20) feet minimum, unless otherwise excepted in this Ordinance.

(B) Buildings that house animals must be fifty (50) feet minimum.

(C) Additional regulations and exceptions from Section 3.09(3) apply.

(Section 6.04 was amended by Enrolled Ordinance 171-38, effective 9/28/16.)

6.05 Height regulations.

(1) Residential buildings:

(A) Residential Use Structure: The regulations and exceptions of Section 3.10(1) apply.

(B) Accessory Building: Twenty (20) feet maximum.

(2) Farm buildings:

(A) Sixty (60) feet maximum.

(B) Farm buildings may be increased to not more than one hundred (100) feet where the Road, and Wetland Setbacks and Offset all equal or exceed the height of the Structure.

(3) Additional regulations and exceptions from Section 3.10 apply.

(Section 6.05 was amended by Enrolled Ordinance 171-38, effective 9/28/16.)

6.06 Area regulations.

(1) Floor Area and Building Footprint

(A) Minimum Floor Area required for Single-Family Dwelling where permitted:

1. First floor: Eight hundred fifty (850) square feet.

2. Total: Eleven hundred (1,100) square feet.

- (B) Minimum and maximum parcel size:
Parcel Size must comply with the parameters of Section 6.19.
- (C) Maximum Building Footprint permitted: Ten percent (10%) or eleven hundred (1,100) square feet, whichever is greater.
- (D) Additional regulations and exceptions from Section 3.11 apply.

(Section 6.06 was amended by Enrolled Ordinance 171-38, effective 9/28/16.)

6.07 Rezoning lands out of the FLC District.

- (1) Except as provided in Section 6.07(2), lands may not be rezoned out of the FLC District unless the respective town and the County finds all of the following in writing, after public hearing, as part of the official record of the rezoning:
 - (A) The rezoned land is better suited for a use not allowed in the farmland preservation zoning district.
 - (B) The rezoning is consistent with any applicable comprehensive plan.
 - (C) The rezoning is substantially consistent with the Waukesha County Farmland Preservation Plan, which is in effect at the time of the rezoning.
 - (D) The rezoning will not substantially impair or limit current or future Agricultural Use of other protected farmland.
- (2) Subsection 6.07(1) does not apply to any of the following:
 - (A) A rezoning that is affirmatively certified by DATCP under Ch. 91 of State Statutes.
 - (B) A rezoning that makes the farmland preservation zoning ordinance map more consistent with the County Farmland Preservation Plan map, certified under ch. 91, Wis. Stats., which is in effect at the time of the rezoning.
- (3) By March 1 of each year, Waukesha County shall provide to DATCP a report of the number of acres that Waukesha County has rezoned out of the FLC District during the previous year and a map that clearly shows the location of those acres.

(Section 6.07 was amended by Enrolled Ordinance 171-38, effective 9/28/16.)



SECTION 6.1 FLP FARMLAND PRESERVATION DISTRICT

(Section 6.1 was renamed to FLP Farmland Preservation District by Enrolled Ordinance 170-752, effective 12/31/15.)

6.11 Purpose and intent.

The intent and purposes of the FLP Farmland Preservation District are:

- (1) To maintain highly productive agricultural lands in food and fiber production by effectively limiting encroachment of non-agricultural development and minimizing land use conflicts among incompatible uses.
- (2) To maintain a viable agricultural base and associated agricultural supportive uses.
- (3) To protect and preserve the rural landscape.
- (4) To implement the provisions of the Waukesha County Farmland Preservation Plan.
- (5) To comply with the provisions of the Wisconsin Farmland Preservation Law which permits eligible landowners to receive tax credits under Section 71 of the Wisconsin State Statutes.
- (6) To maintain a use that adds to the economic base of the County.

(Section 6.11 was amended by Enrolled Ordinance 170-72, effective 12/31/15.)

6.12 Lands to be included within the FLP Farmland Preservation District.

Lands that are to be included or mapped within the FLP District are limited to those lands that have been designated for farmland preservation in the adopted Waukesha County Farmland Preservation Plan.

(Section 6.12 was amended by Enrolled Ordinance 170-72, effective 12/31/15.)

6.13 Land Uses in the FLP Farmland Preservation District; General.

Only the following land uses are allowed in a Farmland Preservation District:

- (1) Uses allowed under Section 6.14 as a Permitted Use.
- (2) Uses allowed under Section 6.15 with a Conditional Use Permit.
- (3) Legal Nonconforming Uses, subject to Wisconsin State Statutes.

(Section 6.13 was amended by Enrolled Ordinance 170-72, effective 12/31/15.)

(Section 6.13 was amended by Enrolled Ordinance 171-38, effective 9/28/16.)

6.14 Use Regulations: Permitted Uses.

- (1) Agricultural Uses as defined in this Ordinance except Fur and Pig Farms and Poultry and/or egg production which require Conditional Use authorization pursuant to Section 6.15(3)(F)
- (2) Agricultural Accessory Uses as defined in this Ordinance and subject to the following requirements:
 - (A) Caretaker's quarters/living unit Farm Residence if the unit is within 200 feet of the existing cluster of farm buildings, is served by a common driveway, and is intended and necessary for the farm operation and provides a living unit or quarters for hired employees of the farming operation and their immediate Family. Only one Farm

Basic Zoning Ordinance

Residence is permitted on a Lot. An In-law Unit requires a conditional use permit.

- (B) Home Occupations as regulated in Section 7.01(6) of this Ordinance if said particular use complies with the farm family business provisions as specified by rule by the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP).
 - (C) Private Hobby Kennels as regulated in Section 7.01(9) of this Ordinance if said particular use complies with the farm family business provisions as specified by rule by DATCP.
 - (D) Farm buildings housing animals, barnyards, and feedlots that are not located within a floodland, nor closer than one hundred (100) feet to any navigable watercourse, nor closer than one hundred (100) feet to an existing adjacent dwelling.
 - (E) Roadside Stands.
 - 1. Temporary Roadside Stand structures shall be no more than 100 square feet in size.
 - 2. Off-street parking for a minimum of five (5) vehicles must be provided and there shall be no parking within the right-of-way of the public road.
 - 3. No such stand shall be closer than thirty (30) feet to the Base Setback Line or closer than twenty (20) feet to any Lot Line.
 - 4. Only produce and farm products can be displayed for sale.
 - 5. Roadside Stands with a permanent Building shall require Site Plan and Plan of Operation approval in accordance with Section 3.03(6) of this Ordinance and shall comply with all size and locational requirements of the zoning district in which a stand is located.
 - (F) Nurseries, orchards, greenhouses/Horticulture/floriculture, viticulture, apiculture, forestry, and hatcheries limiting the retail sales of such product to that which is produced on the premises by the farm operator. Commercial or wholesale nurseries must obtain Site Plan/Plan of Operation in accordance with the requirements of Section 3.03(6).
 - (G) Signs not to exceed forty (40) feet in area displaying the name of the Farm or farm organization.
- (3) Agriculture-related uses as defined in this Ordinance and subject to the requirements of Chapter 91 of the Wisconsin Statutes and subject to the review and approval of a Site Plan and Plan of Operation by the Plan Commission and the Zoning Administrator in accordance with Section 3.03(6) of this Ordinance.
 - (4) Pre-existing Nonfarm Residences that existed as of January 1, 2014 and Farm Residences that existed as of May 31, 2015.
 - (5) A transportation, communication, utility (electric, gas, telephone, cable, fiber optic, water, sewer, etc.) transmission, distribution, or pipeline, drainage, or other use that is required

Basic Zoning Ordinance

under state or federal law to be located in a specific place or that is authorized to be located in a specific place under a state or federal law that pre-empts the requirement for a Conditional Use Permit for that use as outlined in Section 6.15(3)(C) below.

- (6) Legal Nonconforming Uses.
- (7) Other uses identified by DATCP rule and which are deemed consistent with the stated purpose and intent of this District subject to approval of the Town Plan Commission and the Zoning Administrator. The Zoning Administrator shall make a determination as to whether such uses must obtain Conditional Use approval for unspecified uses.

(Section 6.14 was amended by Enrolled Ordinance 170-72, effective 12/31/15.)

(Section 6.14 was amended by Enrolled Ordinance 171-38, effective 9/28/16.)

6.15 Use Regulations: Conditional Uses.

- (1) Conditional uses as provided for in Section 3.08 and Section 6.15(3) and pursuant to the procedural requirements of Section 3.08, and if all of the following apply:
 - (A) The use and its location in the FLP District are consistent with the purposes and intent of the FLP District.
 - (B) The use and its location in the FLP District are reasonable and appropriate, considering alternative locations, or are specifically approved under state or federal law.
 - (C) The use is reasonably designed to minimize the conversion of land, at and around the site of the use, from Agricultural Use or Open Space use.
 - (D) The use does not substantially impair or limit the current or future Agricultural Use of surrounding parcels of land that are zoned for or legally restricted to Agricultural Use.
 - (E) Construction damage to land remaining in Agricultural Use is minimized and repaired to the extent feasible.
 - (F) The use does not conflict with surrounding land uses.

The following additional standards apply to Non-Metallic Mineral Extraction or Quarrying Conditional Use requests:

- (G) The operation complies with Subchapter I of Chapter 295, Wisconsin Statutes, and rules promulgated under that subchapter, with applicable provisions of local ordinances under Wis. Stat. § 295.13 or Wis. Stat. § 295.14 (including all applicable provisions of this Ordinance), and with any applicable requirements of the Department of Transportation concerning the restoration of nonmetallic mining sites.
- (H) The owner agrees to restore the land to Agricultural Use, consistent with any required reclamation plan, when extraction is completed.

- (I) The requirements of 3.08(7)(S) of the Ordinance shall be met.
- (2) Prior to the issuance of a Conditional Use Permit for an approved Conditional Use in the FLP District, any requirements listed for an individual Conditional Use under Section 3.08(7), in Section 6.15 of the FLP District, or imposed as part of the Conditional Use approval must first be satisfied.
- (3) The list of Conditional Uses that may be applied for within the FLP District is as follows:
 - (A) Government, nonprofit community uses, institutional, Buildings for religious assembly, cemeteries and mausoleums for the burial of human remains only, and other Public and Semi-public Buildings and uses – as defined in this Ordinance.
 - (B) Non-Metallic Mineral Extraction or Quarrying (as defined in this Ordinance), except that such use may be allowed only if incidental to and compatible with the continued long term Agricultural Use of the lands (i.e., sand and gravel removal on non-productive lands, for example).
 - (C) Transportation, communication, utility (electric, gas, telephone, cable, fiber optic, water, sewer, etc.) transmission, distribution, or pipeline, drainage, or other uses not allowed as a Permitted Use in Section 6.14(5) above and in accordance with Chapter 91 of the Wisconsin Statutes.
 - (D) Animal Hospitals and Veterinarian Clinics; and Commercial Dog Kennels but only if they comply with the Farm Family Business provisions of ATCP 49.
 - (E) Commercial Truck Parking, except that such use may be allowed but only if incidental to and compatible with the continued long term Agricultural Use of the lands as determined by the Town Plan Commission and the County Zoning Administrator and comply with the Farm Family Business provisions of ATCP 49.
 - (F) Fur Farms, Pig Farms, Creameries, Condenseries, Commercial or Custom Grain Drying Operations and Poultry and/or Egg Production.
 - (G) Landing Fields and Take Off Strips serving agricultural or municipal uses.
 - (H) Private Clubs and Resorts (including commercial Boarding Stables), except that such use may be allowed only if incidental to and compatible with the continued long term Agricultural Use of the lands (i.e., private hunt clubs during the non-growing season, for example).
 - (I) Land Altering Activities in accordance with the requirements of Section 3.08(7)(AA), provided such activities do not negatively affect the long-term suitability of the lands for agricultural purposes.
 - (J) Limited Family Businesses, as provided for and in accordance with all parameters of Section 3.08(7)(KK). Said uses must comply with the Farm Family Business provisions of ATCP 49.
 - (K) In-law Units, pursuant to Section 3.08(7)(Z), provided that the density requirements of the Farmland Preservation Plan are complied with.

- (L) Other uses, situations, or nonfarm type businesses not specifically provided for in this conditional use section and which may be determined to be acceptable under the provisions of Section 6.15 and in the judgment of the Town Plan Commission and County Zoning Agency, meet the intent of a conditional use as set forth in Section 3.08(1) and comply with the Farm Family Business provisions of ATCP 49, also referred to as an Unspecified Conditional Use in this Ordinance.

(Section 6.15 was amended by Enrolled Ordinance 170-72, effective 12/31/15.)

(Section 6.15 was amended by Enrolled Ordinance 171-38, effective 9/28/16.)

6.16 Building Location.

Residential use structures must comply with the requirements of Section 6.19 and Structures are subject to the following locational requirements:

- (1) Road Setback:
 - (A) Residential Use Structure: Fifty (50) feet minimum, unless measured from a Local Road, in which case, the setback is thirty-five (35) feet minimum.
 - (B) Accessory or Farm Building: Fifty (50) feet minimum unless measured from a Local Road, in which case, the setback is thirty-five (35) feet minimum. Buildings that house animals must be fifty (50) feet minimum.
 - (C) Additional regulations and exceptions from Section 3.09(1) apply.
- (2) Wetland Setback:
 - (A) Seventy-five (75) feet minimum.
 - (B) Additional regulations and exceptions from Section 3.09(2) apply.
- (3) Offset:
 - (A) Residential Use Structure: Twenty (20) feet minimum, unless otherwise excepted in this Ordinance.
 - (B) Accessory or Farm Building: Twenty (20) feet minimum, unless otherwise excepted in this Ordinance. Buildings that house animals must be fifty (50) feet minimum.
 - (C) Additional regulations and exceptions from Section 3.09(3) apply.

(Section 6.16 was amended by Enrolled Ordinance 170-72, effective 12/31/15.)

(Section 6.16 was amended by Enrolled Ordinance 171-38, effective 9/28/16.)

6.17 Height Regulations.

- (1) Residential buildings:
 - (A) Residence: The regulations and exceptions of Section 3.10(1) apply.

- (B) Accessory: Twenty (20) feet maximum.
- (2) Farm buildings:
 - (A) Sixty (60) feet maximum.
 - (B) Farm buildings may be increased to not more than one hundred (100) feet where the Road Setback, Wetland Setback, and Offset all equal or exceed the height of the Structure.
- (3) Additional regulations and exceptions from Section 3.10 apply.

(Section 6.17 was amended by Enrolled Ordinance 170-72, effective 12/31/15.)
(Section 6.17 was amended by Enrolled Ordinance 171-38, effective 9/28/16.)

6.18 Area and Building Footprint Regulations.

- (1) Minimum Floor Area required for Single-family Dwelling, where permitted:
 - (A) First Floor: Eight hundred fifty (850) square feet.
 - (B) Total: Eleven hundred (1,100) square feet.
- (2) Maximum Building Footprint permitted:
Ten percent (10%) or eleven hundred (1,100) square feet, whichever is greater.
- (3) Additional regulations and exceptions from Section 3.11 apply.

(Section 6.18 was amended by Enrolled Ordinance 170-72, effective 12/31/15.)
(Section 6.18 was amended by Enrolled Ordinance 171-38, effective 9/28/16.)

6.19 New Residences and Lots.

New Residences and new Lots or parcels of less than thirty-five (35) acres shall be prohibited on lands zoned FLP District and shall only be authorized if in accordance with the following requirements:

- (1) Rezoning required.
New Residences and new Lots or parcels of less than thirty-five (35) acres in area are not permitted within the FLP District without the benefit of rezoning. If a new Residence or Lot of less than thirty-five (35) acres is proposed for lands currently zoned FLP District, the land must first be rezoned to the R-1 Residential District where farm or Nonfarm Residences are a Permitted Use. Lands to be rezoned must comply with the density parameters of the Comprehensive Development Plan for Waukesha County that are described in detail in Section 6.19(2) below. Prior to submitting an application to rezone lands currently zoned FLP District, petitioners shall participate in a concept review meeting to be held with the respective town Planner and Waukesha County Planning & Zoning Staff to discuss proposed density and lot siting and compliance with the below stated requirements of this section.

If a Lot of less than 35 acres is permitted via the rezoning process, the remnant lands can be less than 35 acres in area provided that a deed restriction is recorded against said lands prohibiting construction of Residences or nonfarm buildings.

New Nonfarm Residences must also comply with the standards set forth in Chapter 91 of the Wisconsin Statutes.

(2) Density.

A maximum density of one (1) dwelling unit per thirty-five (35) acres shall be permitted for lands designated for Farmland Preservation on the adopted Comprehensive Development Plan for Waukesha County. Existing dwelling units and land divisions that have taken place after the dates specified below shall be used in computing available density. If part of a parcel is within the County's shoreland jurisdictional area, the entire property's acreage, number of existing dwelling units and prior land divisions from Parent Parcels shall be considered in determining available density.

(A) Density Considerations- land divisions after January 1, 1997:

New Lots or parcels of less than 35 acres that were created from a Parent Parcel or Parcels that comprised a Farm, as it existed on January 1, 1997, and that were located on lands designated "Agricultural Preservation" or "Farmland Preservation" at the time of land division on the Comprehensive Plan for Waukesha County, shall be counted in determining the available density or Development Rights remaining for a Farm as it was configured on May 31, 2015. The number of available Development Rights shall be reduced by one Development Right for each such Lot that was created after January 1, 1997. Farm boundaries, as of May 31, 2015, have been mapped on the "Farm Tracking Unit" layer on the Waukesha County GIS website in order to make available density information readily available. Density tracking is further described in Section 6.19(B)(4).

Example: 105 acre Farm comprised of two parcels in the same ownership.

Step 1- 35 Acre Density Calculation = 105 acres/35 = 3 (Maximum number of dwelling units before consideration of existing dwelling units and recent land divisions).

Step 2- Account for existing dwelling units and land divisions that created parcels of less than 35 acres after January 1, 1997: The Farm contains one house. (counts as one dwelling unit) and a Lot of less than 35 acres was split from the Farm by Certified Survey Map in 2001 (counts as second available dwelling unit) = total of 2.

Step 3- Subtract total of Step 2 from Step 1 to adjust for existing dwelling units and parcels of less than 35 acres created since January 1, 1997. (3 minus 2 = 1).

*Summary- Available dwelling units/Development Rights:
Farm is entitled to one additional dwelling unit or Development Right.*

(B) Density Exception for Legal Lots of Record that existed on May 31, 2015:

Existing legal Lots of Record as of May 31, 2015 that are less than thirty-five (35) acres in size shall be entitled to one (1) dwelling unit if a dwelling unit does not already exist on the parcel, with the following exceptions:

1. If new Lots or dwelling units have been created from a Parent Parcel or Farm after 1997 without the benefit of a comprehensive development plan amendment from the Farmland Preservation category to another appropriate

land use category, and thirty-five (35) acre density cannot be maintained with the addition of another dwelling unit, then no additional dwelling units are permitted.

2. If a prior imposed rezoning condition, deed restriction, conveyance, or some other official action prohibiting future land splits or dwelling units exists, then no additional dwelling units shall be permitted on said existing legal Lot of Record.

(C) Review of Land Divisions.

All land divisions, including transfers of adjacent land, that are proposed in towns that are subject to the Waukesha County Zoning Code and involve land that is in the planned "Farmland Preservation" category of the Comprehensive Development Plan for Waukesha County shall be reviewed and approved by the respective town and Waukesha County, regardless of whether the parcel contains shoreland jurisdiction, so that Development Plan density compliance can be ensured and tracked over time.

Each Residence that is permitted shall be placed on a separately described parcel created in conformance with the town and County Comprehensive Development Plans, the Farmland Preservation Plan, the minor land division regulations of the town in which they are located, this Ordinance, and the Waukesha County Shoreland Floodland Subdivision Control Ordinance (Appendix D), as applicable.

(D) Density Tracking.

Available density or dwelling units are tracked by a mapping layer on the Waukesha County Geographic Information System. Each Farm consisting of one or more Contiguous parcels that were owned by a common owner or owners as of May 31, 2015 have been assigned a "Farm Tracking Unit" name and number. Farm Tracking Units have been created to track the number of Lots or dwelling units (Development Rights) that a Farm or farm owner is entitled to when applying the density considerations of Section 6.19 (2)(A) & (B).

Each time that a new dwelling unit or Lot is created in the future, in accordance with the standards of Section 6.19, the Farm Tracking Unit data will be updated on the Waukesha County GIS. In addition, a deed restriction must be recorded against the land to disclose the remaining density available to a given Farm Tracking Unit.

(E) Density Transfer.

Transfer of density rights from one Farm Tracking Unit to another Farm Tracking Unit or property must be approved by the respective town and Waukesha County Zoning Administrator and will be tracked on the Farm Tracking Unit Waukesha County GIS layer. A deed restriction must be recorded against the land to disclose the density transfer.

(3) Siting Standards.

Lands that are zoned FLP but that are proposed to be rezoned to the R-1 District to accommodate new Nonfarm Residences must comply with the following siting standards. Compliance with siting standards shall be considered by the town and Waukesha County as part of the rezoning review process.

Basic Zoning Ordinance

- (A) New Residences or Lots shall be located on uncultivated lands to the greatest extent practicable.
 - (B) New Residences or Lots shall be clustered together to the greatest extent practicable.
 - (C) New Residences or Lots shall be located on non-prime (non-Class I and II) soils to the greatest extent practicable.
 - (D) New Residences or Lots may be permitted within upland Environmental Corridor areas that are zoned FLP District with an EC Environmental Corridor Overlay District designation provided that the area to be disturbed is rezoned to the R-1 District and provided that the respective town and County have made a determination that alternative building sites located outside of the Environmental Corridor and cultivated lands are not available. If such a determination is made, the maximum area of Environmental Corridor disturbance shall be 15,000 square feet per Lot, inclusive of drive areas, septic sites, building sites and any other area to be disturbed. In addition, any authorized disturbance within the Environmental Corridor shall comply with County Comprehensive Development Plan recommendations which call for no more than one dwelling unit per five acres of upland area. A deed restriction shall be recorded in the office of the Register of Deeds identifying and describing the permitted area of Environmental Corridor disturbance prior to Zoning Permit issuance.
 - (E) Lots shall be located near existing Roads to the extent practicable with consideration of the above stated criteria.
- (4) Lot Size requirements for Lots created by rezoning from the FLP District to the R-1 District
- (A) Minimum parcel size, one (1) acre.
 - (B) Minimum average width for parcels, one hundred and fifty (150) feet.
 - (C) Maximum parcel size, three (3) acres, except as may be provided in Section 6.19(5) below for those residual existing dwellings and parcels that result due to Farm Consolidation.
- (5) Lot Size for Farm Consolidations created by rezoning from the FLP District to the R-1 District
- (A) Minimum parcel size, one (1) acre.
 - (B) Minimum average width: One hundred and fifty (150) feet.
 - (C) Maximum parcel size, five (5) acres.

(Section 6.19 was created by Enrolled Ordinance 170-72, effective 12/31/15.)
(Section 6.19 was amended by Enrolled Ordinance 171-38, effective 9/28/16.)

6.19a. Rezoning Land Out of the FLP District.

Basic Zoning Ordinance

- (1) Except as provided in Section 6.19a(2), lands may not be rezoned out of the FLP District unless the respective town and the County finds all of the following in writing, after public hearing, as part of the official record of the rezoning:
 - (A) The rezoned land is better suited for a use not allowed in the farmland preservation zoning district.
 - (B) The rezoning is consistent with any applicable comprehensive plan.
 - (C) The rezoning is substantially consistent with the County Farmland Preservation Plan, which is in effect at the time of the rezoning.
 - (D) The rezoning will not substantially impair or limit current or future Agricultural Use of other protected farmland.
- (2) Subsection 6.19a(1) does not apply to any of the following:
 - (A) A rezoning that is affirmatively certified by DATCP under Ch. 91 of State Statutes.
 - (B) A rezoning that makes the farmland preservation zoning ordinance map more consistent with the County Farmland Preservation Plan map, certified under ch. 91, Wis. Stats., which is in effect at the time of the rezoning.
- (3) By March 1 of each year, Waukesha County shall provide to DATCP a report of the number of acres that Waukesha County has rezoned out of the FLP District during the previous year and a map that clearly shows the location of those acres.

(Section 6.19a was created by Enrolled Ordinance 170-72, effective 12/31/15.)
(Section 6.19a was amended by Enrolled Ordinance 171-38, effective 9/28/16.)

SECTION 6.2 A-B AGRICULTURAL BUSINESS DISTRICT

6.21 Purpose.

The primary purpose of this District is to maintain, encourage and promote agriculturally related business endeavors on appropriate lands within the community. Such endeavors properly located and regulated serve to support and enhance the viability of agriculture as an economic activity.

For mapping purposes, it is the intent of this Ordinance that suitable areas be described to provide for buffering from adjacent uses and that the minimum size of any proposed establishment of the A-B District be five (5) acres in extent. Existing uses which may come under the A-B Agricultural Business District shall be considered on a case-by-case basis and may be less than five (5) acres, with the plan commission making a determination as to compatibility with the existing site and the surrounding or adjacent uses.

(Section 6.21 was amended by Enrolled Ordinance 171-38, effective 9/28/16.)

6.22 Permitted Uses.

All the following uses permitted by right in the A-B Agricultural Business District are subject to Site Plan

Ottawa Farm Property

4 messages

Al Wisnfske <al@landandlegacygroup.com>
To: pod@waukeshacounty.gov

Wed, Feb 8, 2023 at 11:45 AM

Hello, is there record of this parcel being split more than once? Looking to see how many homes could be placed on this lot under the FLP zoning.

Tax ID#: OTWT1614998004
Owner: MARIAN C IGL LIVING TRUST

Al Wisnfske
Broker/Owner | Land & Legacy Group

[CLICK HERE](#) to learn more about selling your property.

FOR AGENTS: Do you have a customer or client looking to buy or sell rural property? Land & Legacy Group specializes in rural property sales and is happy to partner with other agents to assist with complex properties or listings agents would rather not take on. Interested? [CLICK HERE](#) to get started.

NOTICE: This email may be confidential. If you are not the intended recipient, please notify me immediately and delete this copy from your system. Land & Legacy Group is a team of real estate licensees affiliated with Compass; a licensed real estate broker.

Planner, Of the Day <PlannerOftheDay@waukeshacounty.gov>
To: Al Wisnfske <al@landandlegacygroup.com>

Thu, Feb 9, 2023 at 1:33 PM

Hi Al,



This parcel has 2 density rights remaining, meaning 2 residences can be permitted on this lot through the Certified Survey Map and Rezone process. Since it is zoned FLP (Farmland Preservation) you will have to come in for a meeting with the Town Planner and the County to discuss the land division. There is a rezone that goes along with the land division since the property is FLP.

Let us know if you have any further questions.

Erica

**Planner of the Day**

Department of Parks and Land Use

Planning and Zoning Division

Phone: 262.548.7790

[http://www.waukeshacounty.gov/
planningandzoning](http://www.waukeshacounty.gov/planningandzoning)

Customer Service Hours: M 12:30pm-4:30pm, T-F 8:00am-4:30pm

The POD is available via email, phone and appointment only.

From: Al Wisnefske <al@landandlegacygroup.com>
Sent: Wednesday, February 8, 2023 11:46 AM
To: Planner, Of the Day <PlannerOftheDay@waukeshacounty.gov>
Subject: Ottawa Farm Property

CAUTION: This email originated from an unverified external source. Verify the legitimacy of the email before clicking links or opening attachments. If you believe this email is malicious in nature, please report it by using the Phish Alert button in Outlook.

[Quoted text hidden]

We value your feedback. Please visit the [Customer Satisfaction Survey](#) to tell us how we did.

Confidentiality: This e-mail is intended for the specific delivery to and use by the person(s) to whom it is addressed. If you have received this e-mail in error, you are notified that any disclosure, copying, distribution and use of this e-mail or any attachment is prohibited. Please reply to the sender immediately if you have received the e-mail in error, and delete the original and any copy from your computer. Thank you.

Notice: Waukesha County is subject to Wisconsin's Public records law.

Al Wisnefske <al@landandlegacygroup.com>
To: "Planner, Of the Day" <PlannerOftheDay@waukeshacounty.gov>

Thu, Feb 9, 2023 at 1:49 PM

Thanks Erica! If someone wants to build just one house, is that permitted without CSM and rezoning?

Al Wisnefske
Broker/Owner | Land & Legacy Group

[CLICK HERE](#) to learn more about selling your property.

FOR AGENTS: Do you have a customer or client looking to buy or sell rural property? Land & Legacy Group specializes in rural property sales and is happy to partner with other agents to assist with complex properties or listings agents would rather not take on. Interested? [CLICK HERE](#) to get started.

NOTICE: This email may be confidential. If you are not the intended recipient, please notify me immediately and delete this copy from your system. Land & Legacy Group is a team of real estate licensees affiliated with Compass; a licensed real estate broker.

[Quoted text hidden]

Planner, Of the Day <PlannerOftheDay@waukeshacounty.gov>
To: Al Wisnefske <al@landandlegacygroup.com>

Thu, Feb 9, 2023 at 3:54 PM

Hi Al,

 A new home built on an FLP parcel requires a CSM and Rezone, along with that meeting.

Thanks for checking,

[Quoted text hidden]



Property Size: 119acres +/-
 Residential Parcel: Approximately 3 Acres (275' x 475')
 NOTE: Conceptual Site Plan is subject to approval by Town of Ottawa and Waukesha County



Conceptual Land Plan
IGL FAMILY FARM- MARIAN C. IGL TRUST

Town of Ottawa, Waukesha County, Wisconsin 2023 02 20



CRP-1 (07-06-20) CONSERVATION RESERVE PROGRAM CONTRACT	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation		1. ST. & CO. CODE & ADMIN. LOCATION §§ 133	2. SIGN-UP NUMBER 54
	5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) WAUKESHA COUNTY FARM SERVICE AGENCY 515 W MORELAND BLVD RM AC G48 WAUKESHA, WI 53188-2428		3. CONTRACT NUMBER 11020A	4. ACRES FOR ENROLLMENT 54.11
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (262) 547-8241 x2		6. TRACT NUMBER 7292	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10-01-2020 TO: (MM-DD-YYYY) 09-30-2030	
		8. SIGNUP TYPE: General		

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre	\$ 85.00	10. Identification of CRP Land (See Page 2 for additional space)				
9B. Annual Contract Payment	\$ 4,599.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment	\$ 4,599 ^{CC 2NA 4/5/21}	7292	0002	CP2	23.60	\$ 7,566.00
(Item 9C is applicable only when the first year payment is prorated.)		7292	0003	CP2S	23.32	\$ 9,081.00
		7292	0004	CP1	5.60	\$ 1,129.00

11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) WASPINI C INC TRUST 18 ELM ST ELKSPOINT, WI 53121-1614	(2) SHARE 100.00%	(3) SIGNATURE (By) 	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY Co-trustees	(5) DATE (MM-DD-YYYY) 05-09-2021
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)

12. CCC USE ONLY

A. SIGNATURE OF CCC REPRESENTATIVE 	B. DATE (MM-DD-YYYY) 7-28-2021
--	-----------------------------------

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 114 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1.410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement. The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 890-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

RECEIVED
 JUL 22 2021
 JEFFERSON FSA

PARTICIPANT *5/14/21*
PROGRAM AND CONTRACT NUMBER 43-20-0746-110204 *ME 5-9-21*
FUND CODE
COUNTY AND STATE Waushara County, Wisconsin
WATERSHED
ACRES 54.11
EXPIRATION DATE 9/30/2030
LAND UNITS OR LEGAL DESCRIPTION Tract 7292 Fields: 2, 3, 4, 5
5/19/21

CRP-CP2: Establishment of Permanent Native Grasses. These fields are already established to permanent warm season grasses or warm season grasses and forbs. These fields will be maintained as required by Job Sheet 397. CRP rules do not allow disturbance of cover including maintenance or required management during the primary nesting season recorded in the CRP contract (May 15 through August 1). Spot clipping or spot spraying may be done during the primary nesting season with prior approval from the local FSA Service Agency (FSA) County Committee.

Fields: Tract: 7292 Fields: 2

Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year															
					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030						
1	Conservation Cover (327)	23.60 Ac	\$0.00/Ac	\$0																
1a	20CRDA - Cover Already Established (No C/S)	23.60 Ac	\$0.00/Ac	50% AM	0															

CRP-CP1: Permanent Introduced Grasses and Legumes. These fields are already established to permanent introduced grasses and legumes. All fields will be maintained as required by Job Sheet 397. CRP rules do not allow disturbance of cover including maintenance or required management during the primary nesting season recorded in the CRP contract (May 15 through August 1). Spot clipping or spot spraying may be done during the primary nesting season with prior approval from the local FSA Service Agency (FSA) County Committee.

Fields: Tract: 7292 Fields: 4, 5

Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year															
					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030						
2	Conservation Cover (327)	7.19 Ac	\$0.00/Ac	\$0																
2a	20CRDA - Cover Already Established (No C/S)	7.19 Ac	\$0.00/Ac	50% AM	0															

PARTICIPANT
 Hiram C. Pitt Living Trust - 5/14/21
 Member of - Monarch-Cig Living Trust
 2021-2022
 5/14/21

LAND UNITS OR LEGAL DESCRIPTION
 Tract 7292 Fields. 2, 3, 4, 5
 5/14/21

COUNTY AND STATE
 Waushara County, Wisconsin

PROGRAM AND CONTRACT NUMBER
 43-30-5746-11020A

WATERSHED
 54.11

FUND CODE
 5/14/21

EXPIRATION DATE
 9/30/2030

CRP-CP2: Establishment of Permanent Native Grasses. These fields are already established to permanent warm season grasses or warm season grasses and forbs. These fields will be maintained as required by Job Sheet 397. CRP rules do not allow disturbance of cover including maintenance or required management during the primary nesting season recorded in the CRP contract (May 15 through August 1). Spot clipping or spot spraying may be done during the primary nesting season with prior approval from the local FSA Service Agency (FSA) County Committee

Fields: Tract: 7292 Fields: 2

Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount/Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year																
				2021	2022	2023	2024	2025	2026	2027	2028	2029	2030							
1	Conservation Cover (327)	23.60 Ac	50																	
1a	20CRDA - Cover Already Established (No C/S)	23.60 Ac	\$0.00/Ac	0																

CRP-CP1: Permanent Introduced Grasses and Legumes. These fields are already established to permanent introduced grasses and legumes. All fields will be maintained as required by Job Sheet 397. CRP rules do not allow disturbance of cover including maintenance or required management during the primary nesting season recorded in the CRP contract (May 15 through August 1). Spot clipping or spot spraying may be done during the primary nesting season with prior approval from the local FSA Service Agency (FSA) County Committee.

Fields: Tract: 7292 Fields: 4, 5

Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount/Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year																
				2021	2022	2023	2024	2025	2026	2027	2028	2029	2030							
2	Conservation Cover (327)	7.19 Ac	50																	
2a	20CRDA - Cover Already Established (No C/S)	7.19 Ac	\$0.00/Ac	0																

RECEIVED NOV 23 2021

RECEIVED NOV 29 2021

JEFFERSON FSA

PARTICIPANT NA-514121
PROGRAM AND CONTRACT NUMBER NA-514121
FUND CODE
LAND UNITS OR LEGAL DESCRIPTION Waukesha County, Wisconsin
WATERSHED
ACRES 54.11
EXPIRATION DATE 9/30/2030

CRP-CP25: Restoration and Management of Declining Habitats - Tall grass Prairie. These fields are already established to permanent native grasses and forbs/legumes. The cover will be maintained as required by Job Sheet 397. CRP rules do not allow disturbance of cover including maintenance or required management during the primary nesting season recorded in the CRP contract (May 15 through August 1). Spot clipping or spot spraying may be done during the primary nesting season with prior approval from the local FSA Service Agency (FSA) County Committee

Fields: Tract: 7292 Fields: 3

Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year										
					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	
3	Restoration of Rare or Declining Natural Communities (643)	23.32 AC	\$0.00/AC	50% AM	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3a	20CRDA - Cover Already Established (No C/S)	23.32 AC	\$0.00/AC	50% AM	0										

RECEIVED
 NOV 23 2021
 RECEIVED
 NOV 29 2021
 JEFFERSON FSA
 JEFFERSON FSA

PARTICIPANT 54101214
 Church C Lwive Trl
 Member of Merritt-C Hilltop Trl
PROGRAM AND CONTRACT NUMBER 43-20-FF48-11020A
WATERSHED 5411
ACRES 54.11
EXPIRATION DATE 5/9/21
LAND UNITS OR LEGAL DESCRIPTION Tract: 7292 Fields 2, 3, 4, 5
COUNTY AND STATE Waushara County, Wisconsin
FUND CODE 514/21

REQUIRED MANAGEMENT: For the Grass Cover, the Required Management activity that you selected during CRP contract development must be carried out in the year(s) where implementation cost sharing is entered on this line. See Job Sheet # 383 Mowing for the specific implementation requirements of the selected Required Management practice.

Fields: Tract: 7292 Fields: 2, 3

Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year															
					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030						
4	Early Successional Habitat Development-Mgt (647)	46.92 Ac	\$0.00/AC	50% AM																
4a	MCMNOCMSMOW - MCM No Cost Share - Mowing	46.92 Ac	\$0.00/AC	50% AM	0															

REQUIRED MANAGEMENT: For the Grass Cover, the Required Management activity that you selected during CRP contract development must be carried out in the year(s) where implementation cost sharing is entered on this line. See Job Sheet # 383 Mowing for the specific implementation requirements of the selected Required Management practice.

Fields: Tract: 7292 Fields: 2, 3

Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year															
					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030						
5	Early Successional Habitat Development-Mgt (647)	46.92 Ac	\$0.00/AC	50% AM																
5a	MCMNOCMSMOW - MCM No Cost Share - Mowing	46.92 Ac	\$0.00/AC	50% AM																

DG 10/13/21 G.I. 10-28-21
 CW 11/23/21

RECEIVED NOV 23 2021
 RECEIVED OCT 29 2021
 JEFFERSON FSA JEFFERSON FSA

PARTICIPANT: Marion C. Living Trust
 COUNTY AND STATE: Waushara County Wisconsin
 PROGRAM AND CONTRACT NUMBER: 11020A
 FUND CODE: 54121
 WATERSHED: 5411
 ACRES: 54.11
 EXPIRATION DATE: 5/19/21
 LAND UNITS OR LEGAL DESCRIPTION: Tract 7892 Fields 2 3 & 5

Year	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total Payment
Amount(\$)	0										\$0

NOTES: A. All items numbers on form NRCS-CPA-1155 must be carried out as part of this contract to prevent violation.
 B. When established, the conservation practices identified by the numbered items must be maintained by the participant at no cost to the government.
 C. All cost share rates are based on average cost (AC) with the following exceptions:
 AA = Actual costs not to exceed average cost. FR = Flat rate. NC = Non cost-shared. AM = Actual cost not to exceed the specified maximum.
 D. By signing, the participant acknowledges receipt of this conservation plan including this form NRCS-CPA-1155 and agrees to comply with the terms and conditions here of

Signature: [Signature] Date: 6-22-20
 Signature: _____ Date: _____
 Marion C. Living Trust

Not Applicable - POA
 RECEIVED
 NOV 23 2021
 JEFFERSON FSA

RECEIVED
 JUL 22 2021
 JEFFERSON FSA
 7-22-2021
 RECEIVED
 JUL 22 2021
 JEFFERSON FSA
 Page 4

CONSERVATION PLAN OR SCHEDULE OF OPERATIONS

PARTICIPANT NAME: <i>Mc</i>		COUNTY AND STATE: <i>Waukesha County Wisconsin</i>	
PROGRAM AND CONTRACT NUMBER: <i>43-28-2746-11020A</i>		FUND CODE: <i>20A 5/4/21</i>	
WATERSHED: <i>TR 5-5-21</i>		ACRES: <i>54.11</i>	
LAND UNITS OR LEGAL DESCRIPTION: <i>Tract 7292 Fields 2, 3, 4, 5</i>		EXPIRATION DATE: <i>03/30/2030</i>	

Approved By

Signature: *[Signature]* Date: *4-20-2020*

FARM SERVICE AGENCY

Signature: *[Signature]* Date: *4-24-2020*

Signature: *[Signature]* Date: *7-28-2021*

RECEIVED
NOV 23 2021
JEFFERSON FSA

PRIVACY ACT

The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C 522a). Furnishing this information is voluntary; however failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. 3801 note and 16 U.S.C. 3846.

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, if you believe you experienced discrimination when obtaining services from USDA participating in a USDA program, or participating in a program that receives financial assistance from USDA, you may file a complaint with USDA. Information about how to file a discrimination complaint is available from the Office of the Assistant Secretary for Civil Rights.

USDA prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex (including gender identity and expression), marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, complete, sign and mail a program discrimination complaint form, available at any USDA office location or online at www.ascr.usda.gov, or write to:

USDA
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, S.W.
Washington, D.C. 20250-9410

Or call toll free at (866) 632-9992 (voice) to obtain additional information, the appropriate office or to request documents. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish). USDA is an equal opportunity provider, employer and lender.

Persons with disabilities who require alternative means for communication of program information (e.g., Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD)



UNION GROVE SERVICE CENTER
 1012 VINE STREET
 UNION GROVE, WI 53182-1330
 (262) 878-1243

Conservation Plan

Marian Igl - Marian C Igl Living Trust 365
 SUNSET DR APT 1021
 DOUSMAN, WI 53118

Conservation Cover (327)

CRP-CP1: Permanent Introduced Grasses and Legumes These fields are already established to permanent introduced grasses and legumes. All fields will be maintained as required by Job Sheet 397. CRP rules do not allow disturbance of cover including maintenance or required management during the primary nesting season recorded in the CRP contract (May 15 through August 1) Spot clipping or spot spraying may be done during the primary nesting season with prior approval from the local FSA Service Agency (FSA) County Committee

- indicates no data is available

Tract	Field	Planned Amount	Month	Year	Applied Amount	Date
7292	4	5.60 ac	01	2021	--	--
7292	5	1.59 ac	01	2021	--	--
--	Total	7.19 ac	--	--	--	--

Conservation Cover (327)

CRP-CP2: Establishment of Permanent Native Grasses These fields are already established to permanent warm season grasses or warm season grasses and forbs. These fields will be maintained as required by Job Sheet 397. CRP rules do not allow disturbance of cover including maintenance or required management during the primary nesting season recorded in the CRP contract (May 15 through August 1) Spot clipping or spot spraying may be done during the primary nesting season with prior approval from the local FSA Service Agency (FSA) County Committee

- indicates no data is available

Tract	Field	Planned Amount	Month	Year	Applied Amount	Date
7292	2	23.60 ac	01	2021	--	--
--	Total	23.60 ac	--	--	--	--

Early Successional Habitat Development-Mgt (647)

REQUIRED MANAGEMENT For the Grass Cover, the Required Management activity that you selected during CRP contract development must be carried out in the year(s) where implementation cost sharing is entered on this line. See Job Sheet #383-389

-Mowing for the specific implementation requirements of the selected Required Management practice.

Burning

G.I.

BR
1-6-22

RECEIVED

JAN 06 2022

JEFFERSON FSA

RECEIVED

JAN 07 2022

JEFFERSON FSA

01-07-22

-- Indicates no data is available

Tract	Field	Planned Amount	Month	Year	Applied Amount	Date
7292	2	23.60 ac	09 04	2021 2022	-	-
7292	3	23.32 ac	09 04	2021 2022	-	01-07-22
7292	2	23.60 ac	09	2026	-	-
7292	3	23.32 ac	09	2026	-	-
-	Total	46.92 ac	-	-	-	-

Restoration of Rare or Declining Natural Communities (643)

CRP-CP25 Restoration and Management of Declining Habitats - Tall grass Prairie. These fields are already established to permanent native grasses and forbs/legumes. The cover will be maintained as required by Job Sheet 397 CRP rules do not allow disturbance of cover including maintenance or required management during the primary nesting season recorded in the CRP contract (May 15 through August 1). Spot clipping or spot spraying may be done during the primary nesting season with prior approval from the local FSA Service Agency (FSA) County Committee

- Indicates no data is available

Tract	Field	Planned Amount	Month	Year	Applied Amount	Date
7292	3	23.32 ac	01	2021	-	-
-	Total	23.32 ac	-	-	-	-

RECEIVED

JAN 06 2022

PERSON FSA

RECEIVED

JAN 07 2022

EFFERSON FSA

CERTIFICATION OF PARTICIPANTS

<u><i>[Signature]</i></u> <u>8-20-20</u> Marian Igl - Marian C Igl Living Trust DATE
--

CERTIFICATION OF:

<u><i>[Signature]</i></u> <u>8-20-2020</u> CERTIFIED PLANNER DATE

CONSERVATION DISTRICT

_____ DATE

Farm Service Agency <u><i>[Signature]</i></u> <u>9-29-2020</u> CED DATE
--



United States Department of Agriculture

Natural Resources Conservation Service (NRCS)
Job Sheet CRP-389

RECEIVED
NOV 23 2021

RECEIVED
OCT 29 2021

JEFFERSON FSA

JEFFERSON FSA

Wisconsin
April 2016

chw 11/23/21

CRP Required Management Practice: Prescribed Burning

Landowner: Marian C Igl Living Trust

Tract: 7292

CRP CONTRACT REQUIREMENTS

The Farm Service Agency (FSA) is responsible for administering the rules of the Conservation Reserve Program (CRP). All questions related to CRP contract requirements, payment, or modifications should be directed to the FSA office where your contract originated.

Required Management Practices are designed to enhance the cover value. This job sheet describes how to implement Prescribed Burning as a required management activity.

PURPOSE

The purpose of required contract management activities is to enhance the wildlife habitat value of the enrolled acres by encouraging a diverse forb/legume community. Forbs and legumes in grasslands are beneficial to birds, pollinators, monarch butterflies, and other wildlife. Prescribed burning is an effective management tool to balance the forbs and grasses in a native planting.

The vegetative structure changes as annual forbs and legumes are replaced by perennial grasses, and eventually, woody plants.

Once established, grassland fields need to be managed to increase diversity.

NOTE: CRP rules do not allow disturbance of cover during the primary nesting season. This rule prevents injury to nesting and fledgling birds. The current primary nesting season for new CRP contracts in Wisconsin is May 15 through August 1. CRP participants are also required to control invasive and weed plant species before they produce viable seed. Maintenance activities such as spot mowing, spot spaying, and spot burning may be done during the primary nesting season with

prior approval from the local Farm Service Agency (FSA) County Committee.

PRESCRIBED BURNING

When fire is properly applied it can improve grassland habitats by:

- » Creating open ground for wildlife movement by reducing excess plant litter and dense sod formation.
- » Allowing sunlight to reach the soil surface, encouraging the germination and growth of forbs and legumes.
- » Suppressing woody plants and other non-native plant species.
- » Reducing naturally occurring wildfire hazards while enhancing the aesthetic appearance of natural landscapes.
- » Creating structural diversity that especially helpful for enhancing grassland bird habitat.

The habitat quality is enhanced because fire inhibits woody growth, promotes favored seed producing plants, reduces plant residue, increases bare ground, and increases insect abundance.

SPECIFICATIONS

The landowner is responsible for acquiring permits and following all local, state, and federal laws.

Landowners must adhere to the burn plan and are responsible for confining prescribed burns to the designated lands. Landowners are liable for damages and costs to others should the fire escape from the designated area. Landowners are also responsible for damages caused by smoke blowing into neighboring properties, across roads or airport

runways.

- » A written prescribed burn plan must be completed and submitted to NRCS for review before any fires are ignited. Prescribed burning plans will follow the NRCS Prescribed Burning Practice Standard (338) found in the Wisconsin Field Office Technical Guide.
- » NRCS staff shall not participate in igniting burns.
- » Prescribed burning shall not be performed during the primary nesting season of May 15th through August 1st.
- » Prescribed burns shall not be planned in the following areas:

1. Areas where the soil surface contains

high levels of organic matter (muck/peat).

2. Areas where burning will cause erosion to exceed tolerable limits.
3. Areas planted to trees and/or shrubs.

CONSIDERATIONS

Evaluate the proposed site to determine the intended objective of the burn, and what conditions are needed to meet the intended objective. See Table 1.

Use discretion when soil conditions are extremely dry or drought conditions are predicted - burning under these conditions may destroy perennial prairie plants.

It is highly recommended that prescribed burning be delayed until after August 15 to reduce the chance of harming fledgling birds and other young wildlife.

Table 1. Burn Objective and Relationship to Burning Time-frame

Burn Objective	Timing of Burn
Promote grasses in introduced plantings	August 2-August 10 or October 1-November 15 or March 1-April 14
Promote forbs and legumes in introduced plantings	April 15-May 14 or August 20-September 30
Promote early forbs in native plantings	August 2-August 10 or November 1-November 30 or March 1-April 15
Promote grasses and late forbs in native plantings	April 15-May 14 or August 20-September 30

CRP Field Number	Acres	Burn Objective	Year	Timing of Burn
2, 3	46.92	Promote early forbs in native plantings	2022	April 15 - May 14
2, 3	46.92	Promote early forbs in native plantings	2026	April 15 - May 14
		Promote early forbs in native plantings		April 15 - May 14
		Promote early forbs in native plantings		April 15 - May 14

Notes:

G.I. 10-28-21

CLD 11/23/21

Conservation Plan Map

Client(s): IGL FAMILY FARM LLC
 Waukesha County, Wisconsin
 Approximate Acres: 54.11

Assisted By: BRANDI RICHTER
 USDA - NRCS
 UNION GROVE SERVICE CENTER

Land Units: Tract 7292, Fields 2,3,4,5

Tract	Land Unit	Practice Name	Planned Amt	Planned Date
7292	2	Conservation Cover (327)	23.60	2021
7292	2	Early Successional Habitat Development-Mgt (647)	23.60	2021
7292	2	Early Successional Habitat Development-Mgt (647)	23.60	2026
7292	3	Early Successional Habitat Development-Mgt (647)	23.32	2021
7292	3	Early Successional Habitat Development-Mgt (647)	23.32	2026
7292	3	Restoration of Rare or Declining Natural Communities (643)	23.32	2021
7292	4	Conservation Cover (327)	5.60	2021
7292	5	Conservation Cover (327)	1.59	2021



Esri, GeoEye, Icutted, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo and the GIS User Community

Prepared with assistance from USDA-Natural Resources Conservation Service

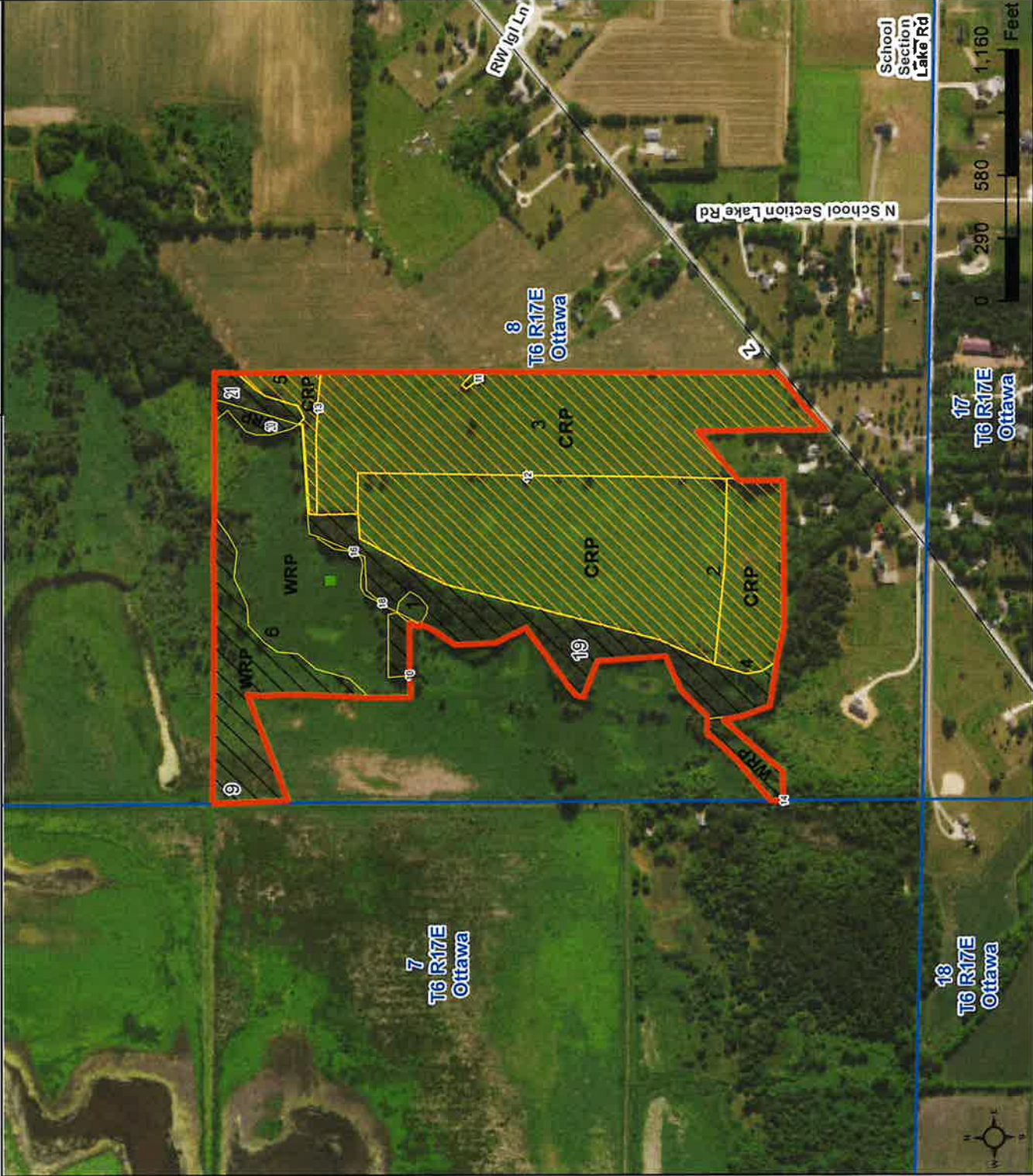


Practice Schedule PLUs	Conservation Practice Polygons	Restoration of Rare or Declining Natural Communities (643)	Early Successional Habitat Development/Mana... (647)
	Conservation Cover (327)		



Farm 11398
Tract 7292

2023 Program Year



CLU	Acres	HEL	Crop
1	0.3	HEL	
2	23.6	NHEL	CRP
3	23.32	UHEL	CRP
4	5.6	HEL	CRP
5	1.59	HEL	CRP
6	13.5	NHEL	
9	7.31	UHEL	NC
10	0.61	UHEL	NC
11	0.08	UHEL	NC
12	0.01	UHEL	NC
13	0.01	UHEL	NC
14	1.15	UHEL	NC
16	0.05	UHEL	NC
18	0.1	UHEL	NC
19	9.47	UHEL	NC
20	0.64	UHEL	NC
21	1.01	UHEL	NC

Page Cropland Total: 67.91 acres

Map Created April 05, 2023

Common Land Unit

- Cropland
- Non-Cropland
- CRP
- Tract Boundary
- PLS

NAIP Imagery 2022

USDA FSA maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership, rather it depicts the information provided directly from the producer and/or the NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.



Landowner: **MARIAN C IGL LIVING TRUST** Tract: **7292**

*Marian C Igl Living Trust #11 5/11/21
No 9/21 to 5/21 5/19/21*

Conservation Cover Maintenance Requirements

This job sheet provides guidance for management of Conservation Cover that has been certified as established and is now being maintained. Maintaining the desired cover will protect wildlife habitat from invasive species. Maintenance of established cover requires periodic spot treatments to control undesirable weeds and woody plants.

Control of Undesirable Weeds and Woody Plants

The amount of maintenance needed for your CRP planted site will depend on several different factors including prior management of the field and the concentration of weed seed sources on adjacent land. Some fields will require a great deal of effort each year. The condition of the cover should be evaluated periodically. Specific efforts should be made to control three perennial species listed as noxious in Wisconsin; Canada thistle, field bindweed, and leafy spurge. It is important to control invasive/noxious plants before they go to seed.

Primary Nesting Season

To help prevent injury to nesting and fledgling birds, avoid disturbance of cover during the primary nesting season which is defined as **May 15th to August 1st** in Wisconsin. Certain weeds may be treated during the primary nesting season if approval is granted by FSA.

State and Local Weed Laws

To prevent the spread of undesirable plants, the state of Wisconsin has established several laws that require the controlling of and/or the restriction of movement of all listed noxious, invasive, and nuisance species. The Noxious Weed Law requires landowners to treat, control, or eradicate noxious weed plants from maturing to the bloom stage. Local governments have the authority to designate new noxious, invasive, and nuisance plants and enforce specific laws within their boundaries. As a private landowner you are required to comply with all laws that regulate specific undesirable species.

Weed Control Strategies

Weed control options and strategies will vary depending on the type of planting (introduced or native) and the type of weeds or woody species present in the stand. Fields should be assessed early in the growing season to identify emerging weed problems. Multiple evaluations of the fields are highly recommended to determine which weed species are present and if control will be necessary.

Mechanical Control

Mowing can be utilized to prevent weeds from producing viable seed and to reduce competition between weeds and the Conservation Cover. Mowing is effective for controlling annual and biennial weeds. For

perennial weeds, a combination of mowing and herbicide treatment is often needed for effective control. Use a mower that provides uniform distribution of mowed plant material across the field surface to reduce the chance of smothering plants. Mow before weed seeds develop. The cutting height necessary to control weeds will vary based on the type of weeds present and the type of CRP stand. For native grasses/forbs, a minimum cutting height of 7" is required. Introduced grasses/legumes can tolerate a lower cutting height of 4-6". If seeds have already developed, avoid mowing to limit the spread of weed seeds. Mowing plants after the seed matures can result in rapid spreading of the weed problem.

Woody species can be controlled by mechanical methods using a mower, shredder, shear, etc. Most brush mowers can handle seedlings and saplings less than 3" diameter; however, this will vary depending on manufacturer and design of the mower. Shears, grubbers, and brush saws can be used to control larger species. Methods to control woody species will vary in effectiveness depending on the species you are trying to control. Oaks, maples, black cherry, honey locust, and boxelder will usually re-sprout from a cut stump. Ash, hickory, sycamore, alder, willow, and elm will re-sprout when cut as young saplings or small trees. To limit re-sprouting, consider cutting in late summer through early fall before the leaves begin to change color. Treating a freshly cut tree stump or sapling with an approved chemical following label direction can produce a successful kill.

Herbicides

Herbicides can provide effective control of many weeds in a timely and cost-effective manner. If a field contains a mixture of desirable grasses and forbs/legumes, spraying the entire field may not be feasible without damaging desirable plants. In these situations, consider spot spraying areas with the heaviest infestation of weeds. Spray targeted weeds with herbicides at the appropriate time and application rate recommended by an industry professional. Be sure to follow all label instructions when using herbicides.

Using herbicides to control woody species is often more effective and requires less labor than mechanical means if the infestation is over a large area. For large woody species, cut any brush over 6 feet tall and treat the regrowth with herbicide. Common herbicide application methods can include foliar applications, basal sprays, cut-stump treatments, and hack-n-squirt. Fall treatment of woody deciduous species is more effective as plants pull the herbicide down into the roots along with energy reserves. Treat plants just prior to color change. Refer to the references section for more information on treatment methods.

Prescribed Burning

Prescribed burning can be an effective maintenance strategy for conservation cover types that are dominated by native warm-season plants. Prescribed burning can effectively reduce accumulations of dead plant material, stimulate growth of native warm season plant species, and suppress both weeds and introduced cool season species. Some sites are not suitable for prescribed burning due to the proximity of land uses that could be impacted by the burn. Trees and shrubs require a hotter burn to successfully kill. Follow all guidelines stipulated in the NRCS approved burn plan.

Other Considerations

Clean equipment prior to moving out of fields with known noxious weeds or invasive plant species to avoid spreading seed.

Do not use heavy equipment that will cause damage to desirable vegetation or cause soil compaction when soils are wet.

Manual weed control methods such as hand-pulling, digging, or smothering may be feasible for small populations or in areas where chemicals or mechanical equipment cannot be used. Properly bag and dispose of plants that have already gone to seed to prevent future spread.

Contact with plants such as wild parsnip, stinging nettle, and poison ivy can cause skin irritation, burns, or blisters. Wear protective clothing such as long sleeves, long pants, and gloves when handling.

When using herbicides, be aware of current weather conditions and surrounding vegetation. Do not spray when drift is likely to occur and affect surrounding non-targeted plants. Notify beekeepers near site and follow all label directions. When feasible, if noxious or invasive plants have gone to seed, consider hand-clipping and bagging seed heads prior to spraying herbicide.

References with Additional Information

The following websites provide additional information regarding plant identification and control methods for weeds and woody species. Your local NRCS office can also provide additional assistance with identification and suggestions for control.

UW Extension, Weed Identification and Management: <http://weedid.wisc.edu/index.php>

UW Extension, The Learning Store: Herbicide Effectiveness on Invasive Plants in Wisconsin: <https://learningstore.extension.wisc.edu/products/herbicide-effectiveness-on-invasive-plants-in-wisconsin2013-p1376>

Midwest Invasive Plant Network: <https://www.mipn.org/>

USDA NRCS Plants Database: <https://plants.sc.egov.usda.gov/java/>

Wisconsin Department of Natural Resources (WI DNR) Invasive Species Control: <https://dnr.wi.gov/topic/Invasives/>

Plants Considered Undesirable/Aggressive within a CRP Site

Common Name	Scientific Name
Chinese Lespedeza ¹	lespedeza sericea
Crown Vetch	coronilla varia
Giant Hogweed ²	heracleum mantegazzianum
Hill Mustard ¹	bunias orientalis
Japanese Knotweed ¹	polygonum cuspidatum
Poison Hemlock ¹	conium maculatum
Teasel: Cutleaf & Common	dipsacus laciniatus & fullonum
Wild Chervil ¹	anthriscus sylvestris
Field Bindweed	convolvulus arvensis
Garlic Mustard	alliaria petiolata
Knapweeds	centaurea sp.

Purple Loosestrife² *lythrum salicaria*
 Reed Grass, Common *phragmites australis*
 Spurge: Leafy and Cypress *euphorbia esula* & *cyparissias*
 Thistle: Canada & Marsh *cirsium arvense* & *palustre*
 Thistle: Musk & Plumeless *carduus nutans* & *acanthoides*
 Wild Parsnip *pastinaca sativa*

1 Early detection required. 2 Poorly, somewhat poorly drained soils

Undesirable/aggressive plants and woody vegetation can spread quickly. A control strategy shall be developed using this job sheet and immediately implemented when the undesirable/aggressive plants listed above and/or undesirable woody vegetation are present within the Conservation Cover.

Undesirable/Aggressive Plant Species Site Evaluation Worksheet

Date of Evaluation: _____ Conservation Cover Type: _____

Evaluator Name: _____ Field No: _____

Identified Undesirable Aggressive Plant Species (Common Name)	Percent of Weed Leaf Area in the Canopy Cover	Weed Control Strategy

Provide a map documenting the location of undesirable/aggressive plant patches in each field.

Conservation Cover Maintenance Plan

Field Number(s)	Acres	Targeted Plant to Suppress	Time-frame Treatment Will Occur	Control Method Selected	Other Identified Concerns

U. S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

APPENDIX TO FORM CRP-1, CONSERVATION RESERVE PROGRAM CONTRACT

1. DEFINITIONS

The following definitions are applicable to the Conservation Reserve Program (CRP) Contract:

- A. **CRP contract or CRP-1** means the CRP documents including not only form CRP-1, but also the applicable CRP-1 appendix, the conservation plan, any addendums, and the terms of any required easement, if applicable, entered into between the Commodity Credit Corporation (CCC) and the participant. Such CRP contract shall set forth the terms and conditions for participation in the CRP and receipt of CRP payments.
- B. All other words and phrases, unless the context of subject matter otherwise requires, shall have the meanings assigned to them in the regulations governing the Conservation Reserve Program which are found at 7 CFR Part 1410.

2. ELIGIBILITY REQUIREMENTS FOR CONSERVATION RESERVE PROGRAM

- A. By signing the CRP-1, the participant, except in the case of persons qualifying solely as a tenant, certifies that such participant will control the land subject to the CRP contract for the contract period and, if applicable, any easement period, and shall, upon demand, provide evidence to CCC demonstrating that such participant will control the land for that period.
- B. Except as allowed by law, land otherwise eligible for the CRP shall not be eligible, except as agreed otherwise by CCC, in writing, if the land is subject to a deed or other restriction prohibiting the production of agricultural commodities or where a benefit has or will be obtained from a Federal agency in return for the participant's agreement not to produce such commodities on the land during the same time as the land would be enrolled in the CRP. By offering land for enrollment, the participant certifies as a condition for payment that no such restrictions apply to such land.

3. RESTRICTIONS ON PAYMENTS TO FOREIGN PERSONS

- A. Any person who enters into this CRP contract at any time, who is not a citizen of the United States or an alien lawfully admitted into the United States for permanent residence under the Immigration and Nationality Act (8 U.S.C. 1101 et. seq.), shall be ineligible to receive any payments under this CRP contract unless such person meets the requirements of 7 CFR Part 1400, which shall be applicable to this CRP contract.

4. AGREEMENT

A. The participant agrees:

- (1) That form CRP-2, CRP-2C, or CRP-2G, as applicable, and CRP-1 shall be considered an offer to enter into the CRP on the terms specified on the CRP contract. The offer, until revoked, may be accepted by CCC, provided further that liquidated damages may apply in the case of a revocation as specified elsewhere in this Appendix or 7 CFR Part 1410;
- (2) To place eligible land into the CRP for a period of 10 years, or as agreed to by CCC for a longer period not to exceed 15 years from the effective date of the CRP contract executed by CCC;

- (3) To comply with the terms and conditions of this CRP contract, including implementing the conservation plan in accordance with the schedule of dates in such conservation plan;
- (4) To establish and maintain the practices agreed to on the CRP-1 and in the conservation plan;
- (5) Not to harvest or sell, nor otherwise make commercial use of, trees or forage (except where authorized for CRP-Grasslands) or other cover on the land subject to this CRP contract including the shearing or shaping of trees for future use as Christmas trees; however, CCC may, in its discretion and only in writing or by publication intended for a general allowance for land enrolled in CRP in particular States or regions, permit, in certain emergencies, certain commercial uses as specified by CCC, which uses may be conditioned on a reduction in CRP payments otherwise payable under this CRP contract;
- (6) Not to undertake any action on land under the participant's control which tends to defeat the purposes of this CRP contract, as determined by CCC;
- (7) To annually certify crop and land use for the farm with the CCC on the appropriate form, accurately listing all land enrolled in CRP on the farm, not later than the final reporting date determined and announced by the Farm Service Agency or successor agency;
- (8) To control on land subject to this CRP contract all weeds, insects, pests and other undesirable species to the extent necessary to ensure that the establishment and maintenance of the approved cover is adequately protected and to provide such maintenance as necessary to avoid an adverse impact on surrounding land, taking into consideration water quality, wildlife and other factors;
- (9) Not to disturb the approved cover during the primary nesting season, except as approved by CCC;
- (10) To annually file required forms as requested by CCC for payment limitation determinations; provided, that annual rental payments shall be attributed towards the \$50,000 annual payment limitation; further, that for purposes of the annual payment limitation for each participant, incentive payments, except for Practice Incentive Payments and incentive payments to encourage proper tree thinning and other practices to improve the condition of resources, promote forest management, or enhance wildlife, shall be attributed towards the \$50,000 annual payment limitation; provided further, that Signup Incentive Payments shall also be attributed towards such \$50,000 annual payment limitation and shall be attributed to the Fiscal Year in which the participant's CRP contract was approved by CCC;
- (11) To file applicable forms required by CCC for Adjusted Gross Income determinations;
- (12) That it is understood that any payment or portion thereof due any participant will be made by CCC without regard to any question of title under State law, and without regard to any claim or lien which may be asserted by a creditor, except agencies of the U. S. Government; provided further that offsets for debts owed to agencies of the U. S. Government shall be made prior to making any payments to participants or their assignees;
- (13) To perform management activities specified in the conservation plan;
- (14) To carry out thinning and similar conservation practices, as specified in the conservation plan, to enhance the conservation benefits and wildlife habitat resources applicable to the CRP practice, and to promote forest management on land devoted to trees, excluding windbreaks and shelterbelts;
- (15) To comply with noxious weed laws of the applicable State or local jurisdiction on land subject to this CRP contract; and
- (16) That the participant is jointly and severally liable, if the participant has a share of the annual rental payment greater than zero, with the other participants on this CRP contract, for compliance with the provisions of such CRP contract, and for any refunds or payment adjustments that may be required for violations of any of the terms and conditions of this CRP contract.

B. CCC agrees:

- (1) When CCC determines that cost-sharing is appropriate and in the public interest, to share the cost with owners and operators of installing an eligible CRP practice agreed to on the CRP-1 and in the conservation plan, except that, in no case may the CCC cost exceed an amount equal to 50 percent of the price at which the land placed in the CRP could be sold for use as farmland at the time at which this CRP contract is signed by the participant, unless the CCC otherwise approves in writing such amount, provided further, that such approval must specifically reference the particular land enrolled in the CRP under this CRP contract;
- (2) To pay the agreed-upon annual rental payment, including any related incentive payment if applicable, based upon the shares specified on the CRP-1 for a period of years not in excess of the contract period;
- (3) To pay to the participant, to the extent required by CCC regulations, an interest penalty on any payments not made by the date, as determined by CCC, that the payment is due;
- (4) To make annual rental payments after October 1 of each year of the contract period.
- (5) To make other payments not listed above, as appropriate and applicable.

5. CONSERVATION PLAN**A. Subject to the approval of CCC, the conservation plan will include the following information and requirements:**

- (1) The CRP practice and approved cover to be established on the land subject to this CRP contract.
- (2) A tree planting plan or forest stewardship plan, developed in cooperation with the Forest Service or State Forestry Agency, if trees are to be established as the approved cover on the land subject to this CRP contract.
- (3) A schedule of operations, activities, and completion dates for establishment of the approved cover on the land subject to this CRP contract.
- (4) The level of environmental benefits which must be attained on the land subject to this CRP contract.
- (5) Any other practices required for the establishment and maintenance of the approved cover on the land subject to this CRP contract including control of weeds, insects, pests, and other undesirable species to the extent necessary to ensure that the establishment and maintenance of the approved cover is adequately protected, and such maintenance as necessary to avoid an adverse impact on surrounding land as determined appropriate by CCC, taking into consideration the needs of water quality, wildlife concerns, and other factors.
- (6) The approved cover will not be disturbed during the primary nesting season except as approved by CCC.
- (7) Management activities described in paragraph 6 of this Appendix.

B. By signing the conservation plan, the participant agrees to implement the CRP practices specified in such conservation plan on the land subject to this CRP contract.**6. MANAGEMENT ACTIVITIES**

Except for land enrolled under a CRP-grassland signup, management activities designed to ensure plant diversity and wildlife benefits while ensuring protection of the soil and water resources must be conducted as needed throughout the contract period as specified in the conservation plan. However, the planned management activity is not required to be completed in the case where a natural disaster or adverse weather event occurs that has the same effect of the planned management activity, as determined by CCC. CCC will not provide any cost-share payment for any management activities.

7. COST-SHARE PAYMENTS

- A. CCC cost-share payments shall be made available upon a determination by CCC that an eligible practice, or an identifiable unit thereof, has been established in compliance with the conservation plan and with appropriate standards and specifications.
- B. CCC will not make cost-share payments in excess of 50 percent of the actual or average cost of establishing the eligible practice agreed to on the CRP-1 and in the conservation plan, as determined by CCC. It is understood that:
- (1) all cost-share payments from all sources must be reported to CCC, and that a reduction in the CCC cost-share payment may be made if there are other cost-share payments received; provided further that such reductions will be made to the extent required or allowed by the CRP regulations;
 - (2) CCC cost-share payments, including practice incentive payments, made to a participant will not exceed the participant's actual contribution to the eligible costs of installing the practice;
 - (3) CCC will not make cost-share payments with respect to this CRP contract if any other Federal cost-share assistance has been, or is being, made with respect to the land subject to this CRP contract, provided further that participant must refund to CCC all cost-share payments received if other Federal cost-share assistance is received with respect to the land subject to this CRP contract;
 - (4) the amount of the CCC cost-share payments, including practice incentive payments, may not be an amount that, when added to such assistance from other sources, exceeds 100 percent of the actual cost of installing the practice;
 - (5) cost-share payments for eligible seed related to the establishment of approved cover will not exceed 50 percent of the actual cost of the eligible seed mixture; and
 - (6) a practice incentive payment may be made available, in accordance with CRP regulations and policies, to a participant to whom CCC has made a cost-share payment, after a determination by CCC that an eligible CRP practice, or an identifiable unit thereof if approved by CCC, has been installed in compliance with the appropriate standards and specifications; provided further that the practice incentive payment will be considered a cost-share payment.
- C. Except as otherwise provided for in CRP regulations, cost-share assistance may be made available under the CRP only for the installation of an eligible CRP practice agreed to on the CRP-1 and in the conservation plan. In order to receive cost-share assistance, the participant, upon completion of the practice, must file the appropriate form approved by CCC, for approval by CCC.

8. PROVISIONS RELATING TO TENANTS AND LANDLORDS

- A. Payments shall not be paid under this CRP contract if CCC determines that:
- (1) The landlord or operator has:
 - (a) when the acreage offered is not enrolled in the CRP at the time of signup:
 - (i) not provided the operator and tenants who have an interest in the acreage being offered at the time of signup an opportunity to participate in the benefits of the CRP; or
 - (ii) reduced the number of tenants on the farm as a result of, or in anticipation of, enrollment in the CRP.
 - (b) when the acreage offered is enrolled in the CRP at the time of signup, not provided tenants with an interest in the CRP contract acreage an opportunity to participate in the benefits of the CRP if:
 - (i) the tenants are otherwise involved in farming other acreage, as determined by CCC, on the farm at the time of signup; or
 - (ii) the tenants have an interest in the acreage being offered on the effective date of the new CRP contract.

(2) The landlord or operator has deprived any tenant of any benefits to which such tenant would otherwise be entitled.

If any conditions identified in 8.A (1) or (2) occur or are discovered after payments have been made, all or any part of such payments, as determined by CCC, must be refunded with interest and no further payments will be made.

- B.** After this CRP contract is approved, the operator or tenant may, with the approval of CCC, be replaced for purposes of this CRP contract and for payments to be made under this CRP contract if such tenant or operator, as determined by CCC:
- (1) terminates their tenancy voluntarily or for some reason other than being forced to terminate their tenancy by the landowner or operator in anticipation of, or because of, participation in the CRP;
 - (2) fails to maintain tenancy, as determined by CCC, throughout the contract period;
 - (3) files for bankruptcy and the trustee or debtor in possession fails to affirm this CRP contract;
 - (4) dies during the contract period and the administrator of the operator or tenant's estate (or a similar person with authority to administer the affairs of the operator or tenant) fails to succeed to this CRP contract within the time required by CCC; or
 - (5) was removed for cause, as determined by CCC.
- C.** The removal of an operator or tenant from a CRP contract shall not release the operator or tenant from liabilities for actions arising before such removal.

9. ERRONEOUS REPRESENTATION AND SCHEME AND DEVICE

- A.** A participant who is determined to have erroneously represented any fact affecting a determination with respect to this CRP contract or a determination made by CCC pursuant to CRP regulations, adopted any scheme or device which tends to defeat the purposes of this CRP contract, or made any fraudulent representation with respect to this CRP contract will not be entitled to payments or any other benefits made in accordance with this CRP contract and the participant must refund to CCC all payments received by such participant, plus interest and liquidated damages thereon, with respect to this CRP contract. Such liquidated damages will be determined in accordance with paragraph 10 of this Appendix.
- B.** Unless CCC regulations provide otherwise, refunds determined to be due and owing to CCC in accordance with this CRP contract will bear interest at the rate which CCC was required to pay for its borrowings from the United States Treasury on the date of the disbursement by CCC of the monies to be refunded. Interest will accrue from the date of such disbursement by CCC.
- C.** The remedies provided under paragraph 9A of this Appendix shall be applicable in addition to any remedies under criminal and civil fraud statutes, including 18 U.S.C. 287, 371, 641, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729, or any other remedy available under law.

10. LIQUIDATED DAMAGES

It is mutually agreed that in the event this CRP contract is breached by the participant, the CCC will suffer substantial damages which may not be possible to quantify with certainty. Therefore, in addition to the refund of payments received plus interest due for breach of contract prescribed in this CRP contract, the participant agrees to pay an amount equal to the product obtained by multiplying: (1) 25 percent of the rental payment rate per acre on the CRP-1 by, (2) the number of acres on which the breach of contract occurred, as determined by CCC. Such amount shall be due as liquidated damages in addition to such other damages or amounts as may be due, and not as a penalty.

11. NOTIFICATION OF CHANGES TO TERMS AND CONDITIONS OF THE CONTRACT

CCC agrees that, if any changes of any terms and conditions of this CRP contract, including changes necessary to reconcile the practices listed on the CRP-1 to those specified in the conservation plan, become necessary prior to the date that this CRP contract is approved on behalf of CCC, CCC will notify the persons signing the CRP-1 of such change and such person will be given 10 days from the date of notification in which to agree to the revised terms and conditions or to withdraw from the offer. The participant agrees to notify the CCC of an intention to withdraw from the offer within 10 days from the date of the issuance of such notice and further agrees that failure to notify the CCC will constitute agreement to the revised terms and conditions.

12. CORRECTIONS

CCC reserves the right to correct all errors arising from entering data or computations in this CRP contract.

13. TERMINATION OF CONTRACT; JOINT LIABILITY

If a participant fails to carry out the terms and conditions of this CRP contract but CCC determines that such failure does not warrant termination of this CRP contract in whole or in part, CCC may require such participant to refund, with interest, payments received under this CRP contract, or require the participant to accept such adjustments in the subsequent payment as are determined to be appropriate by CCC. Participants that sign this CRP contract with zero percent interest in the annual rental payment shall not be held responsible for contract compliance.

14. CONTRACT MODIFICATIONS

A. CCC may modify this CRP contract to add or substitute certain practices when:

- (1) The installed practice failed to adequately control erosion through no fault of the participants;
- (2) The installed practice has deteriorated because of conditions beyond the control of the participants; or
- (3) Another practice will achieve at least the same level of environmental benefits.

B. Concurrence of NRCS and the conservation district may be obtained by CCC when modifications to this CRP contract involve a technical aspect of a participant's conservation plan.

C. CCC may modify this CRP contract at any time by reducing the number of acres enrolled under this CRP contract if CCC determines that doing so is necessary to remain in compliance with any statutorily-set maximum number of acres that can be enrolled in the CRP during any fiscal year(s), in a manner that CCC determines is in the best interest of the CRP. This provision does not apply to acreage enrolled in CRP pursuant to a Conservation Reserve Enhancement Program agreement.

15. EFFECTIVE DATE AND CHANGES TO CRP CONTRACT

A. Within the dates established by CCC, the CRP contract must be signed by all required participants.

B. This CRP contract is effective when, as determined by CCC, it has been signed by the participants and an authorized representative of CCC. Except as otherwise determined by CCC, as permitted by regulations or other law, this CRP contract may not be revoked or revised unless by mutual agreement of the participants and an authorized representative of CCC. If, after the effective date of this CRP contract, CCC determines that any portion of the land subject to this CRP contract was erroneously enrolled or otherwise ineligible for enrollment, CCC may terminate this CRP contract in whole or in part. Such termination shall not affect payments already made to the participants as of the time of termination.

C. In the event that a statute is enacted during the period of this CRP contract which would materially change the terms and conditions of this CRP contract, the CCC may require the participants to elect between acceptance of modifications in this CRP contract consistent with the provisions of such statute or termination of this CRP contract.

16. TRANSFER OF LAND

A. If a new owner or operator purchases or obtains the right and interest in, or right to occupancy of, the land subject to this CRP contract, such new owner or operator, upon the approval of CCC, may become a participant to this CRP contract with CCC under the same terms and conditions covering such transferred land.

B. With respect to the transferred land, if the new owner or operator becomes a successor to this CRP contract, the new owner or operator shall assume all obligations under this CRP contract of the previous participant, unless otherwise approved by CCC.

- C. If the new owner or operator becomes a successor to this CRP contract with CCC:
- (1) Cost-share payments shall be made to the participant who installed the practice; and
 - (2) Annual rental payments to be paid during the fiscal year when the land was transferred shall be divided between the participants, as determined by CCC.
- D. The participant certifies that no person has, or will, obtain an interest in the property that would render the new owner or operator to be ineligible to succeed to this CRP contract under the provisions of this paragraph. The existence or acquisition of such an interest by another person shall be considered a breach of this CRP contract for which the CCC may terminate this CRP contract and enforce the remedies provided in this Appendix.
- E. If a participant transfers all or part of the right and interest in, or right to occupancy of, the land subject to this CRP contract, and the new owner or operator does not become a successor to such contract within 60 days, or such other time as determined appropriate by CCC, of such transfer, such contract will be terminated with respect to the affected portion of such land and the original participant must:
- (1) Forfeit all rights to any future payments with respect to such land;
 - (2) Refund all or part of the payments made with respect to such contract plus interest thereon, as determined by CCC; and
 - (3) Pay liquidated damages to CCC as specified in paragraph 10 of this Appendix.

17. REGULATIONS TO PREVAIL

The regulations in 7 CFR Part 1410 for the CRP are incorporated herein. In the event of a conflict between these regulations and the terms of this Appendix, the provisions of the regulations will prevail.

Paperwork Reduction Act (PRA) Statement: *The information collection is exempted from the Paperwork Reduction Act as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.*

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

TE FEE EXEMPT PER 77.25(2R)



RETURN TO:
Laurel Qualy
USDA - NRCS
8030 Excelsior Dr., Suite 200
Madison, WI 53717

U.S. DEPARTMENT OF AGRICULTURE
Natural Resources Conservation Service
12/2009

NRCS-LTP-30
01/2010

**WARRANTY EASEMENT DEED
IN PERPETUITY**

**WETLANDS RESERVE PROGRAM
Easement
No. 66-5F48-11-012C1**

THIS WARRANTY EASEMENT DEED is made by and between IGL FAMILY FARM, LLC, a Wisconsin limited liability company, with an address of W382 S2728 Highway Z, Dousman, WI 53118-9555, (hereafter referred to as the "Landowner"), Grantor(s), and the UNITED STATES OF AMERICA, by and through the Commodity Credit Corporation (CCC) (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties." The acquiring agency of the United States is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

Consideration, Acreage Description checked LR
Reservation, Exception, Easement checked LR

Witnesseth:

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of NRCS to give the Landowner the opportunity to participate in the restoration and management activities on the easement area. By signing this deed, the Landowner agrees to the restoration of the Easement Area and grants the right to carry out such restoration to the United States.

Authority. This easement deed acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. §3837), for the Wetlands Reserve Program.

NOW THEREFORE, for and in consideration of the sum of **TWO HUNDRED THREE THOUSAND NINE HUNDRED and NO/100 DOLLARS (\$203,900.00)**, the Grantor(s) hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, in perpetuity, all rights, title and interest in **53.7 acres**, more or less, in **WAUKESHA County, Wisconsin**, which lands comprise the easement area described in Part I, together with appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute an interest in real property and a servitude upon the land so encumbered; shall run with the land for the duration of the easement; and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described in EXHIBIT A, and is depicted in EXHIBIT A-1, both of which are appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title and real property interest conveyed by this easement deed to the United States, including the restoration, protection, management, maintenance, enhancement, and monitoring of the wetland and other natural values of the easement area, the Landowner reserves:

- A. **Title.** Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. **Quiet Enjoyment.** The right of the Landowner to enjoy the rights reserved on the easement area without interference from others.
- C. **Control of Access.** The right to prevent trespass and control access by the general

public subject to the operation of State and Federal Law.

- D. **Recreational Uses.** The right to undeveloped recreational uses, including hunting and fishing and leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time. Undeveloped recreational uses must be consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. Undeveloped recreational use may include hunting equipment, such as, tree stands and hunting blinds that are rustic and customary for the locale as determined by NRCS.
- E. **Subsurface Resources.** The right to oil, gas, minerals and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

- A. **Prohibitions.** Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to carry out the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited on the easement area:
1. haying, mowing or seed harvesting for any reason;
 2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
 3. dumping refuse, wastes, sewage or other debris;
 4. harvesting wood products;
 5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices;
 6. diverting or causing or permitting the diversion of surface or underground water into, within, or out of the easement area by any means;
 7. building, placing, or allowing structures to be placed on, under, or over the easement area;
 8. planting or harvesting any crop;
 9. grazing or allowing livestock on the easement area;
 10. disturbing or interfering with the nesting or brood-rearing activities of wildlife including migratory birds.
 11. use of the easement area for developed recreation. These uses include but are not limited to, camping facilities, recreational vehicle trails and tracks, sporting clay operations, firearm range operations and the infrastructure to raise, stock, and release captive raised waterfowl, game birds and other wildlife for hunting or fishing;

12. any activities which adversely impact or degrade wildlife cover or other habitat benefits, water quality benefits, or other wetland functions and values of the easement area; and
 13. any activities to be carried out on the Landowner's land that is immediately adjacent to, and functionally related to, the land that is subject to the easement if such activities will alter, degrade, or otherwise diminish the functional value of the eligible land.
- B. **Noxious Plants and Pests.** The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State and local laws. A plan to control noxious weeds and pests must be approved in writing by the NRCS prior to implementation by the Landowner.
- C. **Fences.** Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner. The installation or use of fences which have the effect of preventing wildlife access and use of the easement area are prohibited on the easement or easement boundary.
- D. **Taxes.** The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.
- E. **Reporting.** The landowner shall report to the NRCS any conditions or events which may adversely affect the wetlands, wildlife, and other natural values of the easement area.
- F. **Survival.** Irrelevant of any violations by the Landowner of the terms of this easement deed, this easement survives and runs with the land for its duration.

PART IV. Compatible Uses by the Landowner.

- A. **General.** The United States may authorize, in writing and subject to such terms and conditions the NRCS may prescribe at its discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.
- B. **Limitations.** Compatible use authorizations will only be made if, upon a determination by NRCS in the exercise of its sole discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. The NRCS shall prescribe the amount, method, timing, intensity and duration of the compatible use.

PART V. Rights of the United States. The rights of the United States include:

- A. **Management Activities.** The United States has the right to enter onto the easement area to undertake, on a cost-share basis with the Landowner or other entity as determined by the United States, any activities to restore, protect, manage, locate and mark the boundary, maintain, enhance and monitor the wetland and other natural values of the easement area. The United States may apply to or impound additional waters, in accordance with State water law, on the easement area in order to maintain or improve wetland and other natural values.
- B. **Access.** The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practical, the United States shall utilize the access identified in EXHIBIT B.
- C. **Easement Management.** The Secretary of Agriculture, by and through the NRCS, may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that the NRCS determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. § 3837e(b)) is reserved to the Secretary of Agriculture in accordance with applicable law.
- D. **Violations and Remedies - Enforcement.** The Parties, Successors, and Assigns, agree that the rights, title, interests, and prohibitions created by this easement deed constitute things of value to the United States and this easement deed may be introduced as evidence of same in any enforcement proceeding, administrative, civil or criminal, as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:
1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
 2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

- A. **Successors in Interest.** The rights granted to the United States shall accrue to any of its agents, or assigns. All obligations of the Landowner under this easement deed shall

also bind the Landowner's heirs, successors, agents, assigns, lessees and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.

B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

C. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability, or standards or conduct (including common law) concerning air, water, solid waste, hazardous materials or substance, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment. Landowner warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Landowner warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Landowner further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substance and wastes are defined by applicable Federal and State Law.

D. General Indemnification. Landowner shall indemnify and hold harmless, the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and cost of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the easement

area, which may arise from, but is not limited to, Landowner's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this easement deed, or violations of any Federal, State, or local laws, including all Environmental Laws.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its successors and assigns forever. The Landowner covenants that he, she or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this 11 day of JAN, 2013

Landowner:

IGL FAMILY FARM, LLC,
a Wisconsin limited liability company

By: Marian C. Igl
MARIAN C. IGL, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF)

On this 11 day of January, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **MARIAN C. IGL, Managing Member of IGL FAMILY FARM, LLC, a Wisconsin limited liability company**, known or proved to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, and the free act and deed of **IGL FAMILY FARM, LCC, a Wisconsin limited liability company**.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



[Signature]
Notary Public
My Commission Expires: 10/9/16
Christopher Poulos
Print Notary Name

THIS INSTRUMENT WAS DRAFTED BY:

**Office of the General Counsel
U.S. Department of Agriculture
Washington, D.C. 20250-1400**

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (1202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 705-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

DESCRIPTION

WRP CONSERVATION EASEMENT AREA

**NRCS WRP Agreement # 66-5F48-11-012C1
Igl Family Farm, LLC**

A USDA Wetlands Reserve Program (WRP) conservation easement over a parcel of land situated in:

Part of the Southwest 1/4 of the Southwest 1/4, Northwest 1/4 of the Southwest 1/4, Southwest 1/4 of the Northwest 1/4, Southeast 1/4 of the Northwest 1/4 of Section 8, T 6 N, R 17 E, Town of Ottawa, Waukesha County, Wisconsin.

As depicted on the drawing attached as Exhibit "A-1," and more particularly described as follows:

Beginning at the West 1/4 corner of Section 8 marked by a concrete monument with a brass cap;
Thence,

N 0°34'45" W a distance of 674.06 feet along the west line of the NW 1/4 of Section 8,

Said point marked by a 5/8" x 24" capped iron rebar found flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting 3.5 feet above ground.

Thence,

N 89°14'28" E a distance of 1854.83 feet along the north line of the south 1/2 of the SW 1/4 of the NW 1/4 and SE 1/4 of the NW 1/4 of Section 8,

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting 3.5 feet above ground.

Thence,

S 9°50'27" W a distance of 26.19 feet,

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting 3.5 feet above ground.

Thence,

S 16°09'34" W a distance of 403.62 feet,

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting 3.5 feet above ground.

Thence,

S 85°07'32" W a distance of 498.63 feet,

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting 3.5 feet above ground.

Thence,

S 21°41'06" W a distance of 275.73 feet,

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting 3.5 feet above ground.

Thence,

S 85°50'54" W a distance of 154.60 feet,

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting 3.5 feet above ground.

Thence,

S 41°24'10" W a distance of 104.85 feet,

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting 3.5 feet above ground.

Thence,

S 25°42'59" W a distance of 244.40 feet,

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting 3.5 feet above ground.

Thence,

S 31°39'29" W a distance of 137.54 feet,

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting 3.5 feet above ground.

Thence,

S 3°24'30" E a distance of 183.41 feet,

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting 3.5 feet above ground.

Thence,

S 27°01'25" E a distance of 158.33 feet,

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting 3.5 feet above ground.

Thence,

S 52°29'18" W a distance of 388.94 feet,

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting 3.5 feet above ground.

Thence,

S 14°01'33" W a distance of 37.12 feet,

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting 3.5 feet above ground.

Thence,

S 69°36'46" E a distance of 180.83 feet,

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting 3.5 feet above ground.

Thence,

S 4°52'19" E a distance of 314.12 feet,

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting 3.5 feet above ground.

Thence,

S 64°18'41" W a distance of 178.38 feet,

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting 3.5 feet above ground.

Thence,

S 42°33'37" W a distance of 181.59 feet,

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting 3.5 feet above ground.

Thence,

S 7°39'42" E a distance of 339.98 feet,

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting 3.5 feet above ground.

Thence,

S 90°00'00" W a distance of 416.88 feet to the west line of the SW ¼ of Section 8,

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting 3.5 feet above ground.

Thence,

N 1°04'45" W a distance of 1961.90 feet along the west line of the SW 1/4 of Section 8 to the point of beginning.

WRP Conservation Easement contains 53.7 acres more or less.

This Easement Description and attached map were prepared at the request of the USDA Natural Resources Conservation Service, for the purpose of delineating the corners and defining the boundaries of a WRP Easement.

This survey was generated using Real Time Kinematic GPS. "Concord E", "Dousman", "Sullivan E" and "Ottawa S", GPS stations were used as the base for this survey. Bearings are grid, based on Wisconsin South Zone State Plane Coordinates, NAD 83, 2007.

"The described WRP conservation easement per this survey and map for Igl Family Farm, LLC, is a true representation thereof and shows the size and location of the easement its exterior boundaries, the location of all structures, fences, apparent easements, water courses roadways and visible encroachments within 5 feet of the easement boundary."



John C. Favorite, Wis. Registered Land Surveyor #S1890 Date: 11/01/11

END OF DESCRIPTION



Page 4 of 4 Exhibit "A"

OK JDR
1/10/12

EXHIBIT "A-1" PAGE 1
68-5F48-11-012C1 **WAUKESHA COUNTY, WI.**
MAP OF SURVEY - WETLANDS RESERVE PROGRAM

Wetlands Reserve Program Conservation Easement, Contract #68-5F48-11-012C1
 on lands owned by IGL Family Farm, LLC located in part of the SW 1/4 of the
 SW 1/4, NW 1/4 of the SW 1/4, SW 1/4 of the NW 1/4, SE 1/4 of the NW 1/4
 of Section 8, T 6 N, R 17 E, Town of Ottawa, Waukesha County, Wisconsin

NW CORNER SECTION 8-8-17
 FD. CONCRETE MONUMENT
 WITH BRASS CAP

NORTH 1/4 CORNER SECTION 8-8-17
 FD. CONCRETE MONUMENT
 WITH BRASS CAP

WEST 1/4 CORNER SECTION 8-8-17
 FD. CONCRETE MONUMENT
 WITH BRASS CAP

CENTER 1/4 CORNER SECTION 8-8-17
 FD. CONCRETE MONUMENT
 WITH BRASS CAP

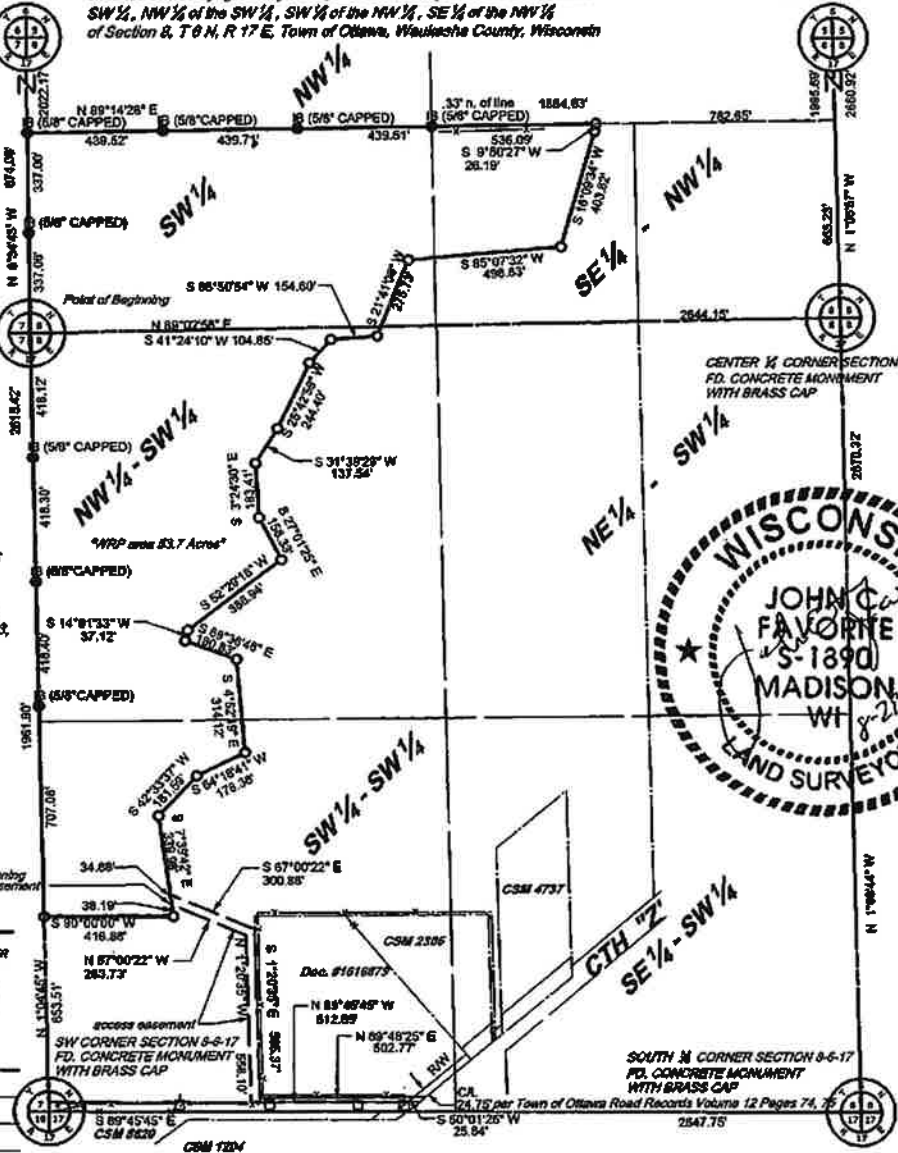


Bearings are relative to the Wisconsin State Plane
 Coordinate System, North American Datum of 1983,
 2007 adjustment, with a grid bearing on the west
 line of the SW 1/4 of Section 8, T 6 N, R 17 E
 being N1°04'45"W.

Note:
 The recorded description on the property of which
 the easement is located on is referenced to Title
 Commitment No. 1276626 by Chicago Title
 Insurance Company.

LEGEND

FOUND IRON PIPE (SIZE)	SECTION CORNER
FOUND IRON BAR (SIZE)	
SET 3/4" X 24" IRON BAR WITH PLASTIC CAP STAMPED AVRES ASSOC RLS-1890	
SET METAL POST WITH USDA-NRCS SIGNAGE	
SECTION LINE	
SECTION 1/4 LINE	
RIGHT OF WAY LINE	
PROPERTY LINE	
EXISTING EASEMENT	
RECORDED AS DATA (NAN/WAVE 188 N)	
PROPOSED ACCESS EASEMENT	
USDA-NRCS BOUNDARY	
FENCE -X-X-X	
SPOT ELEVATION 826.86	
OVERHEAD ELECTRIC -OHE	
POWER POLE	TRANSFORMER
	ETRAIN



Surveyor's Certification
 This is to certify to the United States of America, Chicago Title Insurance Company and IGL Family Farm, LLC
 that this survey, done by the undersigned, was done on the ground in accordance with the most recent Minimum
 Standards for Property Boundary Surveys as set forth by the Wisconsin Department of Regulation and Licensing.
 The accuracy and position tolerance are also in accordance with rural surveys.

Dated this 29th day of August, 2011.
 John C. Favorte S-1890
 1802 Rankratz Street
 Madison WI 53704
 608-443-1200
 Revised September 20th, 2011
 Revised October 24th, 2011
 Revised November 1, 2011
 Surveyed for the United States Department of Agriculture

SURVEYED BY: J.L. DD DRAWN BY: JF CHECKED BY: JF DATE: AUGUST 2011	US DEPARTMENT OF AGRICULTURE IGL FAMILY FARM, LLC PROPERTY WAUKESHA COUNTY, WISCONSIN		MAP OF BOUNDARY SURVEY OF USDA-NRCS WRP CONSERVATION EASEMENT
---	---	--	---

OK BDK
1/10/12

DESCRIPTION

**WRP CONSERVATION EASEMENT AREA
RIGHT OF WAY ACCESS****NRCS WRP Agreement #66-5F48-11-012C1
Igl Family Farm, LLC**

For the purpose of access to the above described conservation easement, a variable width easement is also granted for ingress and egress, described as follows:

Part of the Southwest ¼ of the Southwest ¼ of Section 8, T 6 N, R 17 E, Town of Ottawa, Waukesha County, Wisconsin.

Commencing at the West ¼ corner of Section 8, said point marked by concrete monument with a brass cap;
Thence,

S 1°04'45" E a distance of 1961.90 feet along the west line of the SW ¼ of Section 18;
Said point marked by a ¾" x 24" capped iron rebar set flush with ground and witnessed by a steel sign post set 1.5 feet in the ground and projecting 3.5 feet above ground;
Thence,

N 90°00'00" E a distance of 416.88 feet;
Said point marked by a ¾" x 24" capped iron rebar and witnessed by a steel sign post set 1.5 feet in the ground and projecting 3.5 feet above ground;
Thence,

N 7°39'42" W a distance of 38.19 feet, this being the point of beginning for this access easement.

Thence N 7°39'42" W a distance of 34.88 feet;

Thence S 67°00'22" E a distance of 300.88 feet to the west line of lands described in Document #1616879;

Thence S 1°20'35" E a distance of 565.37 feet to the south line of said lands;

Thence N 89°48'25" E a distance of 502.77 feet along the south line of said lands to the northwest right of way line of CTH "Z";

Thence S 50°01'25" W a distance of 25.84 feet being 33 feet north of the south line of Section 8;

Thence N 89°45'45" W a distance of 512.69 feet and parallel with the south line of Section 8;

Page 1 of 2 Exhibit "B"

66-5F48-11-012C1

Waukesha County, WI

OK 8090
1/10/12

Thence N 1°20'35" W a distance of 558.10 feet;

Thence N 67°00'22" W a distance of 263.73 feet to the point of beginning.

WRP Conservation Access Easement contains 0.8 acres more or less.

END OF DESCRIPTION



Page 2 of 2 Exhibit "B"