

**INSTALLATION AND MAINTENANCE
OF MITIGATION MEASURES REQUIRED UNDER THE
ADAMS COUNTY SHORELAND, WETLAND AND HABITAT
PROTECTION ORDINANCE**

**THIS FORM MUST BE FILLED OUT USING BLACK INK, AND MUST BE
LEGIBLE- NO FAXED COPIES SHALL BE USED**

RECITALS:

A. _____
is the Owner of property in the Town of _____
County of Adams, State of Wisconsin, more particularly described as
follows; _____ ¼, _____ ¼, Section _____ Town _____ North,
Range _____ East, Lot _____, Block, _____,
Of _____ Subdivision CSM No _____ at

(Property Address/city/zip code)

This space is reserved for recording data

Return to:
Adams County Planning & Zoning Dept.
P.O. Box 187
Friendship, WI 53934

B. Adams County requires Owner to record this Declaration regarding maintenance of mitigation measures to be located on the Property. Owner agrees to maintain the riparian buffer and to grant to Adams County the rights set forth below.

NOW, THEREFORE, in consideration of the declarations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the owner agrees as follows:

1. Maintenance. Owner and its successors and assigns shall be responsible to repair and maintain the mitigation measures located on the Property in good condition such that the maintenance of the mitigation measures complies with approved plans on file with Adams County. Said maintenance shall be at the Owner's sole cost and expense. Owner will conduct such maintenance or repair work in accordance with all applicable laws, codes, regulations, and similar requirements. Include specific maintenance tasks and schedule on Exhibit A, and use additional sheets if necessary.

Parcel Number(s): _____

2. Easement to County. If Owner fails to maintain the mitigation measures as required in Section 1, then Adams County shall have the right, after providing Owner with written notice of the maintenance issue ("Maintenance Notice") and thirty (30) days to comply with the County's maintenance request, to enter the Property in order to conduct the maintenance specified in the Maintenance Notice. County will conduct such maintenance work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with Owner's use of the Property. All costs and expenses incurred by the County in conducting such maintenance may be charged to the Owner of the Property by placing the amount on the tax roll for the Property as a special assessment in accordance with Section 66.0703, Wis. Stats. and applicable portions of the Adams County Ordinances.

3. Term/Termination. The term of this Agreement shall commence on the date that this original Agreement is recorded with the Register of Deeds Office for Adams County, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity. Notwithstanding the foregoing, this Agreement may be terminated by recording with the Register of Deeds Office for Adams County, Wisconsin, a written instrument of termination signed by Adams County and all of the then-Owners of the Property.

4. Miscellaneous.

- (a) Notices. Any notice, request or demand required or permitted under this Agreement shall be in writing and shall be deemed given when personally served or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Owner: _____ (Print Name & Mailing Address)

If to County:

Adams County Planning & Zoning Dept.

P.O. Box 187

Friendship, WI 53934

Any party may change its address for the receipt of notice by written notice to the other.

- (b) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
- (c) Amendments or Further Agreements to be in Writing. This Agreement may not be modified in whole or in part unless such agreement is in writing and signed by all parties bound hereby.
- (d) Covenants Running with the Land. All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective successors and assigns.
- (e) Partial Invalidity. If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ATTENTION OWNER(S): THE ADAMS COUNTY PLANNING AND ZONING DEPARTMENT MUST REVIEW THIS DOCUMENT IN ITS ENTIRETY AND THEN SIGN IT BEFORE A NOTARY. DO NOT RECORD THIS DOCUMENT UNTIL IT HAS BEEN APPROVED BY ADAMS COUNTY PLANNING AND ZONING DEPARTMENT. USE BLACK INK ONLY.

X _____
Signature- Adams County Planning and Zoning Staff

Print or type name

State of WI, County of _____; Subscribed and sworn before me on _____ by the above named person(s).

NOTARY PUBLIC
Print or type name: _____

Owner Signature (Only sign before a Notary Public)

Printed Name

FORM DRAFTED BY: _____
(Please print name)

State of WI, County of _____; Subscribed and sworn before me on _____ the above named person(s).

NOTARY PUBLIC
Print or type name: _____
My Commission Expires _____

SECTION 5.0 MITIGATION.

When the county issues a permit requiring mitigation under sections 4-4.00, 11-4.00 and 11-6.00 the property owner must submit a complete permit application that is reviewed and approved by the county. The application shall include the following:

- 5-1.01 A site plan that describes the proposed mitigation measures.
 - (A) The site plan shall be designed and implemented to restore natural functions lost through development and human activities.
 - (B) The mitigation measures shall be proportional in scope to the impacts on water quality, near-shore aquatic habitat, upland wildlife habitat and natural scenic beauty.
- 5-1.02 An implementation schedule and enforceable obligation on the property owner to establish and maintain the mitigation measures.
 - (A) The enforceable obligations shall be evidenced by an instrument recorded in the office of the Register of Deeds.

Proposed Development	Mitigation Required
Impervious surface coverage is greater than 15% but less than 20%	2 points
Impervious surface coverage is from 20% to 30%	3 points
Lateral expansion of nonconforming principal structure within the shoreland setback	3 points
Re-location of nonconforming principal structure within the shoreland setback	1 point

Mitigation Measures	Mitigation Points Earned
1. Removal of a structure(s) within the shoreland setback (75 ft.)	Up to 3 points
A. 250 sq. ft.	1 point
B. 500 sq. ft.	2 points
C. 750 sq. ft.	3 points
2. Removal of structure(s) within thirty-five (35) feet of the OHWM	Up to 3 points
A. 175 sq. ft.	1 point
B. 350 sq. ft.	2 points
C. 500 sq. ft.	3 points
3. Installation of a rain garden(s)	Up to 3 points

A. 250 square feet	1 point
B. 500 square feet	2 points
C. 750 square feet	3 points
4. Installation of a stormwater infiltration system	3 points
5. Existing compliant shoreland buffer	2 points
6. Active restoration (accelerated recovery) of a compliant shoreland buffer	3 points
7. Passive restoration (natural recovery) of a compliant shoreland buffer	1 point
8. Increasing depth of an existing compliant shoreland buffer	2 points for every 15 foot increase
9. Reducing width of allowable view and access corridor(s)	1 point for every 15 foot reduction
10. Lot size is larger than prescribed minimum	1 point for every 10,000 sq. ft. Increment of lot area which may not be subdivided from remaining parcel
11. Sea wall removal and bank stabilization	3 points
12. Increasing shoreland setback of a proposed structure	1 point for every 15 foot increase beyond required (maximum of 3 points)
13. Removal of an existing artificial sand beach with active restoration (accelerated recovery) of area	1 point