## AGREEMENT FOR LONG LAKE PROTECTION AND REHABILITATION DISTRICT WATERFRONT COST SHARING

Cost Share Agreement Number LL-014 This contract is made and entered into by and between the Long Lake Protection and Rehabilitation District (Lake District), and landowner(s) Town of Balsam Lake. This contract is complete and valid as of the date signed by the Lake District representative. In consideration of their mutual agreements, the parties agree to this contract as set forth in the following Sections 1, 2, and 3 and any attached addenda. Recording Area Note: All signatures must be notarized. Long Lake Protection and Rehabilitation District c/o Michael Langer PO Box 294 Centuria, WI 54824-0294 - Town Chairman SIGNATURE OF LANDOWNER Agency Name & Return Address NA LONG LAKE ACCESS 9-19-16 Parcel Identification Number TITLE State of Personally came before me this \_\_\_\_ \_\_day of \_ OR APPROVED IN TOWN OF BALSAM LAKE to be the person(s) who executed the foregoing instrument and acknowledged the same. MEETING 9/19/16 AS SHOWN IN MEETING **MINUTES** Signature of Notary Public Notary Public, State of My commission (is permanent) (expires Note: Lake District representative must sign after landowner. SIGNATURE OF LAKE DISTRICT REPRESENTATIVE DATE State of Wisconsin County) This instrument was acknowledged before me on \_\_\_\_\_day of \_\_\_\_

Signature of Notary Public
Notary Public, State of Wisconsin
My commission (is permanent) (expires

### **SECTION 1A. LAKE DISTRICT INFORMATION**

Page 2 of 4

NAME OF AGENCY	TELEPHONE NUMBER	
Long Lake Protection and Rehabilitation District	612-590-9908	
PO Box 294		
Centuria, WI 54824-0294		
Michael Langer		
SECTION 1B. LANDOWNER INFORMATION		
	TOTAL COST-SHARE AMOUNT (From Page 4)	
LL-014	\$TBD (Lake District Share)	
NAME OF LANDOWNER(S) (Whether Individual,		
Town of Balsam Lake		
TELEPHONE NUMBER		
A D D D D G G G G G G G G G G G G G G G	ODE	
ADDRESS CITY, STATE, ZIP CO	JDE	
PROPERTY ADDRESS or LEGAL DESCRIPTION:		

	- 000
DATE INITIALED:	
	DATE INITIALED:

Long Lake Access

FROM: October 21, 2016

SE ¼, S6, T34N, R17W in Polk County, WI

ADDENDA MAY BE ATTACHED TO THIS DOCUMENT TO RECORD SPECIAL CONDITIONS.

**INSTALLATION PERIOD** 

TO: December 31, 2016

#### 1. The landowner agrees:

- A. To allow water quality practice installation according to the design approved by the Lake District.
- B. To haul the rock needed for the project no more than 20 miles one way.
  C. To ensure that the practices are maintained for a minimum of ten years following installation to avoid water quality problems.
- D. Not to discriminate against contractors because of age, race, religion, color, handicap, gender, physical condition, developmental disability, or national origin, in the performance of responsibilities under this agreement.
- E. The Lake District and the Department of Natural Resources shall have the right to inspect sites to verify practice installation, operation, and maintenance. Failure to allow inspection of sites shall result in the termination of this agreement and the requirement that all payments made by the Lake District pursuant to this agreement be repaid.

#### The Long Lake Protection and Rehabilitation District agrees:

- A. To construct the practices consistent with the design described in Section 3, during the installation period identified in Section 1B.
- B. To pay the cost of practice installation once installed according to approved design and upon receipt of invoice from the contractor.
- C. To repay cost-sharing funds immediately, upon demand by the DNR, if the practices are not properly maintained to avoid water quality problems. Repayment of grant funds shall not be required if a practice(s) is rendered ineffective during the required maintenance period due to circumstances beyond the control of the landowner.
- D. To provide technical assistance for the design, construction, and installation of cost-shared practice(s) according to state standards and applicable county ordinances.
- E. To determine the eligibility and provide review and potential approval for any unanticipated changes in practice components and costs.
- F. To make payment(s) for services and practices related to a project on the land specified in Section 1B, pursuant to Section 3 agreement, in accordance with procedures established by the LAKE DISTRICT and DNR.
- G. To collect and retain copies of all documents as proof of final payment and make these copies available to DNR upon request. Documents may be in the form of an invoice marked "paid in full," or receipts and canceled checks.
- H. To retain all documents resulting from this agreement.
- This agreement may be amended, by mutual written agreement of the parties, during and after the installation period. if the proposed changes will provide equal or greater control of water pollution or habitat benefits. This agreement and any amendments may be recorded at the Polk County Register of Deeds.
- This agreement is void if, prior to installation, the Lake District determines that due to a material change in circumstances the proposed practices will not provide cost-effective water quality and/or habitat benefits.

LANDOWNERS' INITIALS:	DATE INITIALED:	LAKE DISTRICT REP. INITIALS:	DATE INITIALED:

# SECTION 3. PRACTICES, COSTS, COST-SHARE AMOUNTS, AND INSTALLATION SCHEDULE

### Page 4 of 4

The parties agree to the practices, specifications, eligible costs, cost-share amounts, and installation schedule set forth below. The plans and specifications were developed for the subject property of landowner(s): Town of Balsam Lake

Technical Design Prepared by: Cheryl Clemens	Representing: (Lake District or Private Consulting Firm) Harmony Environmental
Date Of Restoration Plan: 5/24/16	

Estimated		Cost Share Rate	Est. Cost Share Amts.	
Practice Total Cost	Lake District		Landowner	
Dools Inditation Associa	TDD	100/0	4000/	00/
Rock Infiltration Areas	TBD	100/0	100%	0%
			TO COMPANY	
TDD= To Be Determined				
TBD= To Be Determined				

LANDOWNERS'	DATE	
INITIALS	INITIALED	