

**AGREEMENT FOR
LONG LAKE MANAGEMENT DISTRICT
WATERFRONT COST SHARING**

Cost Share Agreement Number LL-001

This contract is made and entered into by and between the Long Lake Protection and Rehabilitation District (Lake District), and landowner(s) **Darrell A & Marguerite E Otte**. This contract is complete and valid as of the date signed by the Lakes 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.

Note: All signatures must be notarized.

SIGNATURE OF LANDOWNER DATE
 Darrell A Otte

SIGNATURE OF LANDOWNER/SPOUSE DATE
 Marguerite E. Otte
 (if no other landowner or spouse, write "not applicable" on this line.)

State of _____)
) SS.
 _____ County)

Personally came before me this _____ day of _____, _____, the above named _____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

 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)
) SS.
 _____ County)

This instrument was acknowledged before me on _____ day of _____,
 _____ by _____ as _____ for
 _____.

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

Recording Area

Long Lake Protection and Rehabilitation District
 c/o Mike Krieg
 1827 Fescue Circle
 Shakopee, MN 55379
 Agency Name & Return Address

006-01339-0000
 Parcel Identification Number

SECTION 1A. LAKE DISTRICT INFORMATION

NAME OF AGENCY Long Lake Protection and Rehab District	TELEPHONE NUMBER 952-846-8472
1827 Fescue Circle	
Shakopee, MN 55379	
Mike Krieg (authorized representative)	

SECTION 1B. LANDOWNER INFORMATION

LL-001	TOTAL COST-SHARE AMOUNT (From Page 4) \$5177.20 (Lake District Share)
NAME OF LANDOWNER(S) (Whether Individual, Corporation, Trust, Estate, or Partnership) :	
Darrell A & Marguerite E Otte	
TELEPHONE NUMBER 715-646-2543	
ADDRESS	CITY, STATE, ZIP CODE
1686 A Patterson Ct	Centuria, WI 54824
PROPERTY ADDRESS or LEGAL DESCRIPTION: 1686 A Patterson Ct. S08, T34N, R17W Lot 23 Patterson Park Addition Plat	
INSTALLATION PERIOD	
FROM: May 15, 2014	TO: October 1, 2015

LANDOWNERS' INITIALS:	DATE INITIALED:
-----------------------	-----------------

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

1. The landowner agrees:

- A. To complete operation and maintenance to maintain the function of the practice. This includes maintaining the shoreland buffer according to Attachment B.
- B. To construct the shoreland buffer consistent with the plan prepared or approved by the Long Lake P&R District (Lake District), during the installation period identified in Section 1B.
- C. To submit a series of photographs to the Lake District to show stages of construction.
- D. To maintain the project in good condition and in compliance with the terms and conditions of the permit and ss. 30.206, Stats.
- E. To certify that the shoreland buffer zone will remain in place as installed for ten years, and that a shoreland buffer zone that meets state and county standards as of May 15, 2014 will remain in place in perpetuity.
- F. To repay cost-sharing funds immediately, upon demand by the Lake District, if the practices are not properly installed or 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.
- G. To conduct all land management and pollutant management activities in accordance with Polk County ordinances.
- H. 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.
- I. 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.
- J. To pay the landowner share of the cost share agreement.
 Receipt of landowner share _____(date) _____(Lake District Rep. initials)

2. The Long Lake Protection and Rehabilitation District agrees:

- A. To pay the cost of practice installation once installed according to approved design and upon receipt of invoice from the landscaper.
- B. To provide technical assistance for the design, construction, and installation of cost-shared practice(s) according to state standards and applicable county ordinances.
- C. To determine the eligibility and provide review and potential approval for any unanticipated changes in practice components and costs.
- D. 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.
- E. 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.
- F. To retain all documents resulting from this agreement.

3. 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.

4. 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):

Technical Design Prepared by: Katelin Holm	Representing: Polk County LWRD
Date Of Restoration Plan: 8/26/13	

Practice	Estimated Total Cost	Cost Share Rate	Est. Cost Share Amts.	
			Lake District	Landowner
Shoreland Buffer	\$7,396	70/30	\$5,177.20	\$2,218.80
	\$7,396	70/30	\$5,177.20	\$2,218.80

LANDOWNERS' INITIALS	DATE INITIALED

Attachment B - Cost Share Agreement LL-001

Shoreland Buffer Maintenance

Pulling invasive weeds around native shrubs, trees, and groundcovers the first year or two eliminates competition and will help to give them a good start. Maintenance over the long-term must be in accordance with the Polk County Shoreland Ordinance requirements. The duff layer, made up of fallen leaves and pine needles, should be left intact. This layer covers the soil, thereby conserving moisture, preventing erosion, and allowing water to infiltrate the soil.

YEAR ONE

- **Watering ...** Regular watering in the first two months of a spring or summer planting is one of the most important factors for success. Without supplemental watering, roots may not reach the soil moisture they need. Watering at least 30 minutes each day allows vigorous root growth for plants to become quickly established. Automatic timers to turn water on and off are available from hardware and garden supply stores. Use lake water if feasible, since this water is often warmer and more nutrient-rich than well water. Pumping water from the lake is allowed in Wisconsin as long as no structure is left in the lake.
- **Weeding Planted Areas ...** Pull weeds out as early as possible, being careful to not disturb the native plants. Be especially diligent in areas where non-native invasive species like purple loosestrife, mullein, lamb's quarter, quack grass, reed canary grass or bluegrass are known to be present.
- **Fertilizing and Applying Insecticides ... Fertilizers and insecticides should be avoided.** Applying fertilizers may encourage weed growth. If native plants are selected appropriately, supplemental fertilization should not be required. Also avoid applying insecticides since many are non-specific and can harm or even kill non-target species.
- **Vegetative Cover ...** At the end of the growing season, allow all dead vegetation to remain in place. It becomes a valuable seed source for next year's growth, provides food and cover for wildlife, will help to cover the soil, and will slow spring runoff. The grass seed and dried flower heads add another level of appeal to the native landscape in the winter months.

YEAR TWO

- **Watering ...** Water only during periods of drought.
- **Weeding ...** Weed thoroughly early in the summer. After this initial weeding, check for and remove weeds at least once a month.

YEAR THREE AND BEYOND

No watering or weeding should be necessary except for extreme drought conditions or stubborn invasive weed problems. Leave vegetation in place in the fall and through the winter months. Approval from the zoning or land conservation office is required for extensive weed removal in the shoreland zone.

Landowner Signature

Date

Landowner Signature

Date