

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

Cost Share Agreement Number LL-003

This contract is made and entered into by and between the Long Lake Protection and Rehabilitation District (Lake District), and landowner(s) **Steve H and Elizabeth S Sherod**. 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

Steve H Sherod

DATE

SIGNATURE OF LANDOWNER/SPOUSE

Elizabeth S Sherod

DATE

(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

006-01270-0000
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-003	TOTAL COST-SHARE AMOUNT (From Page 4) \$1,254.05 (Lake District Share)
NAME OF LANDOWNER(S) (Whether Individual, Corporation, Trust, Estate, or Partnership) :	
Steve H and Elizabeth S Sherod	
TELEPHONE NUMBER	
651-303-3465	
ADDRESS	CITY, STATE, ZIP CODE
877 Autumn Way	Stillwater, MN 55082
PROPERTY ADDRESS or LEGAL DESCRIPTION: 1723 A Tanglewood Trail S07, T34N, R17W Lot 12 Plat of Tanglewood	
INSTALLATION PERIOD	
FROM: June 15, 2014	TO: October 1, 2015

LANDOWNERS' INITIALS:	DATE INITIALED:
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ADDENDA MAY BE ATTACHED TO THIS DOCUMENT TO RECORD SPECIAL CONDITIONS.

1. The landowner agrees:

- A. To install the infiltration practices consistent with the plan prepared or approved by the Long Lake P&R District, during the installation period identified in Section 1B.
- B. To complete operation and maintenance to maintain the function of the practices for a minimum of ten years. Rain garden maintenance includes periodic watering and weeding. See Exhibit B for detail.
- 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 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.
- F. To conduct all land management and pollutant management activities in accordance with Polk County ordinances.
- G. 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.
- H. 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.
- I. To pay the landowner share of the cost share agreement. For this project, the owner will pay full project costs then be reimbursed for the lake district share. Landowner labor will be credited toward the landowner share at \$12 per hour.

2. The Long Lake Protection and Rehabilitation District agrees:

- A. To pay the lake district share of the cost of practice installation once installed according to approved design and upon receipt of invoice from the landowner.
- 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

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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: Cheryl Clemens	Representing: Harmony Environmental
Date Of Restoration Plan: 5/28/14	

Practice	Estimated Total Cost	Cost Share Rate	Est. Cost Share Amts.	
			Lake District	Landowner
Rain Garden	\$1,330.50	70/30	\$931.35	\$399.15
Rock Infiltration Pit	\$461.00	70/30	\$322.70	\$138.30
	\$1,791.50	70/30	\$1,254.05	\$537.45

LANDOWNERS' INITIALS	DATE INITIALED

EXHIBIT B. Operation and Maintenance Plan

Cost Share Agreement LL-003

Rain Garden Maintenance

- Weeding will be needed to maintain the appearance and to allow growth of desirable plants in the rain gardens. As the rain garden plants become established, remove by hand only those plants you are certain are weeds. Try to get out all the roots of the weedy plants. Weeds may not be a problem in the second season, depending on the variety and tenacity of weeds present. In the third year and beyond, weeding isolated patches might still be needed on occasion, and invasive species should always be removed. Re-mulching every 2-3 years will help to keep weeds down.
- Watering may be needed in between rain events as seedlings become established and later on during periods of drought.
- After each growing season, the stems and seed heads should be left for winter interest, wildlife cover, and bird food. Once spring arrives and new growth is 2 to 4 inches tall, cut all dead plant material back by hand and compost or dispose of as appropriate. Shrub growth may be pruned if desired. It might be necessary to fence shrubs to prevent deer browsing.
- The integrity and function of the rain gardens to collect and contain runoff from impervious areas must be maintained as it was designed. The berm that serves to direct water from the yard to the rain gardens must be maintained with a vegetative cover.

Landowner Signature

Date

Landowner Signature

Date