

COST-SHARE CONTRACT NO.: LWRD-16-172

SOIL AND WATER RESOURCE MANAGEMENT GRANT PROGRAM Sec. 92.14, Wis. Stats.

COST-SHARE CONTRACT (DATCP approval required for cost-share amounts over \$50,000)

This contract is made and entered into by and between Polk County Land Conservation Committee, and landowner(s) CHARLES AND MARION TURNER and grant recipient(s) This contract is complete and valid as of the date signed by the county representative.

In consideration of the terms and conditions herein, the parties agree to this contract as set forth in the following Sections 1, 2, and 3, and any addenda that are annexed and made a part hereof.

NOTE 1: It is not necessary to notarize the spouse's signature unless this contract will be recorded. However, the spouse must sign his or her own name. All other signatures must be notarized. If there are additional landowners or any grant recipients, check here and attach Exhibit A1.

NOTE 2: Only properly authorized person(s) can sign in a representative capacity and must sign in such capacity if the landowner is a corporation, trust, estate, partnership, limited partnership, or limited liability company.

Recording Area
Agency Name & Return Address
POLK COUNTY LAND & WATER RESOURCES
100 POLK COUNTY PLAZA, SUITE 120
BALSAM LAKE, WI 54810
Parcel Identification Number
006-00139-0000

Charles Turner 11-17-16
LANDOWNER/REPRESENTATIVE DATE
PRINT OR TYPE NAME: CHARLES J TURNER

Marion J Turner 11-17-16
LANDOWNER/REPRESENTATIVE DATE
PRINT OR TYPE NAME: MARION J TURNER

State of Wisconsin )
POLK County ) ss.
This instrument was acknowledged before me on 11-17-16 (date)
by CHARLES J TURNER (name of landowner or representative)
as (representative's position or type of authority, if applicable)
for (name of entity on behalf of whom instrument was executed, if applicable)
Patricia J. Andersen Notary Public, State of Wisconsin
My commission expires 5-17-19 (is permanent).

State of Wisconsin )
POLK County ) ss.
This instrument was acknowledged before me on 11-17-16 (date)
by MARION J TURNER (name of landowner or representative)
as (representative's position or type of authority, if applicable)
for (name of entity on behalf of whom instrument was executed, if applicable)
Patricia J. Andersen Notary Public, State of Wisconsin
My commission expires 5-17-19 (is permanent).

Timothy Ritten 11-17-16
SIGNATURE OF COUNTY REPRESENTATIVE DATE
PRINT OR TYPE NAME: TIMOTHY RITTEN

State of Wisconsin )
POLK County ) ss.
This instrument was acknowledged before me on 11-17-2016 by TIMOTHY RITTEN
as DIRECTOR of LAND & WATER RESOURCES DEPARTMENT
Timothy Ritten Timothy Ritten
SIGNATURE PRINT NAME
Notary Public, State of Wisconsin
My commission expires 5-17-19 (is permanent)

This document was drafted by the Wisconsin Department of Agriculture, Trade and Consumer Protection.



COST-SHARE CONTRACT NO.:  
LWRD-16-172

**SECTION 1A. COUNTY INFORMATION** PAGE 2 of 5

NAME OF COUNTY AGENCY <b>POLK COUNTY LWRD</b>	TELEPHONE NUMBER 715-485-8699
ADDRESS <b>100 POLK COUNTY PLAZA, SUITE 120</b>	CITY, STATE, ZIP CODE BALSAM LAKE WI 54810
NAME OF AUTHORIZED REPRESENTATIVE <b>TIMOTHY RITTEN</b>	

**SECTION 1B. LANDOWNER and GRANT RECIPIENT INFORMATION**

TOTAL DATCP COST-SHARE AMOUNT (from page 5)  
\$19,950

NAME OF LANDOWNER (Check the description that best applies:  Individual (Note: Spouse must be included)  Corporation  
 Limited Liability Company  Trust, Estate or Partnership  Local Unit of Government)  
**CHARLES & MARION TURNER**

ADDRESS  
**1763 180<sup>TH</sup> AVENUE**

CITY, STATE, ZIP CODE CENTURIA WI 54824	TELEPHONE NUMBER 715-205-6138
--	----------------------------------

LEGAL DESCRIPTION OF SUBJECT PROPERTY (COMPLETE BELOW OR ATTACH AS EXHIBIT B)  
Example: NW ¼ of the NW ¼ of Section 12, T. 14 N., R 6 E. (Aerial photo without description is not sufficient)  
**S06-T34N-R17W; Gov Lot 4 Exc N 330' of E 275' exc E 55', exc plat of Sunnyvale & Exc Lot 2 CSM #5637 V25 PG 114**

NAME OF GRANT RECIPIENT, if different than above. NOTE: SPOUSE MUST BE INCLUDED  
**LONG LAKE PROTECTION AND REHABILITATION DISTRICT**

ADDRESS  
**PO BOX 294**

CITY, STATE, ZIP CODE CENTURIA WI 54824	TELEPHONE NUMBER 612-590-9908 - Michael Langer
--	---

**INSTALLATION PERIOD**

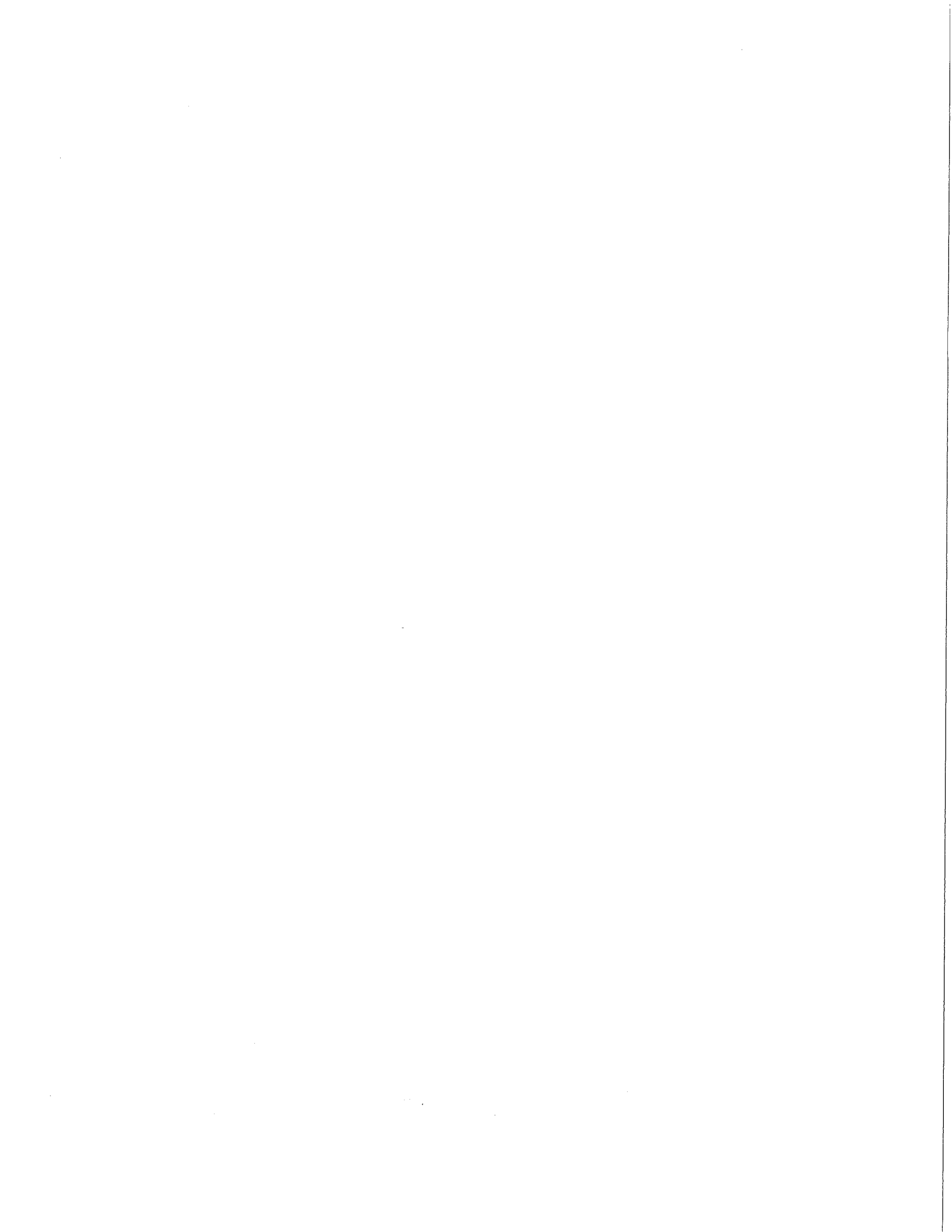
Each practice must be installed, and all costs associated with the practice must be incurred, by December 31<sup>st</sup> of the cost-share contract year, or December 31<sup>st</sup> of the year of an approved extension. This contract may provide cost-sharing for more than one year for the following items as long as the parties record the number of years of cost-sharing in the appropriate column in Section 3:

- a. to install and maintain contour farming, cover and green manure crop, nutrient management, pest management, residue management, and strip-cropping (up to 4 years).
- b. for land taken out of production for 10 years or other period specified in Section 3.
- c. for riparian land taken out of production for 15 years or in perpetuity as specified in Section 3.

**Appeal Rights**

The landowner or grant recipient may appeal to the county, in writing, any decision of the county land conservation department regarding this grant. The county corporation counsel will determine if the grantee is eligible for a hearing under Chapter 68, Wis. Stats.

Landowner Initials	Date	Spouse Initials	Date	Grant Recipient Initials	Date	Spouse Initials	Date	County Reps. Initials	Date
CST	11-17-16	MJT	11-17-16	LR	11/17/16			TR	11-17-16



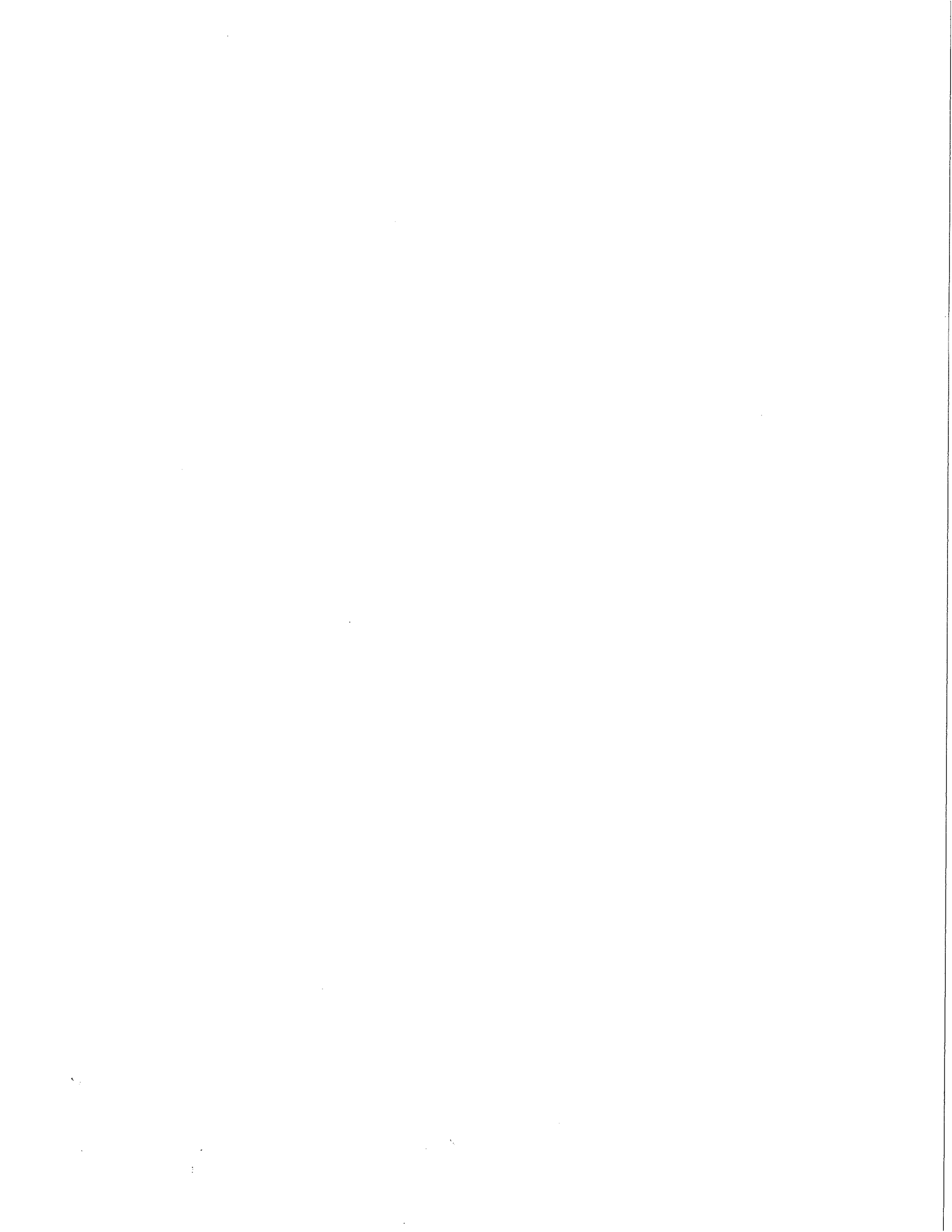
COST-SHARE CONTRACT NO.:  
LWRD-16-172

**A. The landowner/grant recipient agrees:**

1. To install and maintain cost-shared practice(s) listed in Section 3, consistent with the plans and specifications referenced in Section 3, during periods identified in Section 3.
2. To make all payments for which the landowner/grant recipient (hereinafter referred to as "landowner") is obligated under this contract, as specified in Section 3. Landowners are responsible for all payments for state or local administrative permit fees.
3. To provide the county with evidence of payment, as applicable, for services, supplies, and practices performed or installed pursuant to this contract. Proof of payment may be in the form of a statement or invoice, or receipts or cancelled checks with the related vendor contract. For services provided by the landowner, the landowner shall submit a detailed invoice or cost-estimate for those services.
4. To maintain the cost-shared practice for at least 10 years from the date of installation, except for these "soft" practices: contour farming, cover and green manure crop, nutrient management, pest management, residue management, and strip-cropping. Soft practices must be maintained for each year cost-share funds are provided, as specified in Section 3. Extended maintenance periods apply if land is taken out of production for more than 10 years, as specified in Section 3.
5. To operate and maintain each cost-shared practice for the required maintenance period following the certification of installation or replace it with an equally effective practice. To refrain, during the maintenance period, from actions that may reduce a practice's effectiveness, or result in water quality problems. The landowner agrees to follow an operation and maintenance (O&M) plan or other maintenance requirements including those in ATCP 50.62, Wis. Admin. Code. All nutrient management plans must comply with s. ATCP 50.04(3), Wis. Admin. Code.
6. To repay cost-share funds immediately, upon demand by the county, if the landowner fails to operate and maintain the cost-shared practice according to the contract. 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.
7. To the recording of this contract, including the legal description of the subject property, with the deed to the subject property, if cost-sharing exceeds \$14,000 unless this contract cost-shares only practices listed in s. ATCP 50.08 (5) (b). This contract shall be recorded before the county makes any cost-share payment to the landowner. Upon recording, this contract constitutes a covenant running with the land described in Section 1B, and is binding on subsequent owners, heirs, executors, administrators, successors, trustees, and assigns, and users of the land for the period set forth in Section 3.
8. To comply with (i) the performance standards, prohibitions, conservation practices and technical standards under s. 281.16, Stats., (ii) plans approved under ss. 92.14, 92.15 (1985 Stats.), 92.10 and 281.65, Stats., and (iii) the practices necessary to meet the requirements of this contract, and to continue such compliance after the term of this contract, without further cost-sharing, if the landowner has received cost-sharing for compliance at least equal to the cost-sharing required under s. ATCP 50.08, Wis. Admin. Code. There is no requirement for continuing compliance for land that is taken out of production unless cost-sharing is provided.
9. To acknowledge receipt, where applicable, of a notice provided by the county explaining continuing compliance requirements arising out of the installation of specific cost-shared practices. (Initial here       , WT,       ,       .)
10. 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 contract.
11. To make any changes to this contract, including changes in project components and costs, according to the procedures set forth in Section 2.C.3.
12. To the county's right to stop work, or withhold cost-share grant funds, if it is found that the landowner, grant recipient, or construction contractor in their employ has violated ch. 92, Wis. Stats., ch. ATCP 50, Wis. Admin. Code, or has breached this contract.

X

Landowner Initials	Date	Spouse Initials	Date	Grant Recipient Initials	Date	Spouse Initials	Date	County Reps. Initials	Date
EST	11-17-16	M.J.T	11-17-16	WT	11/16/17			TR	11-17-16



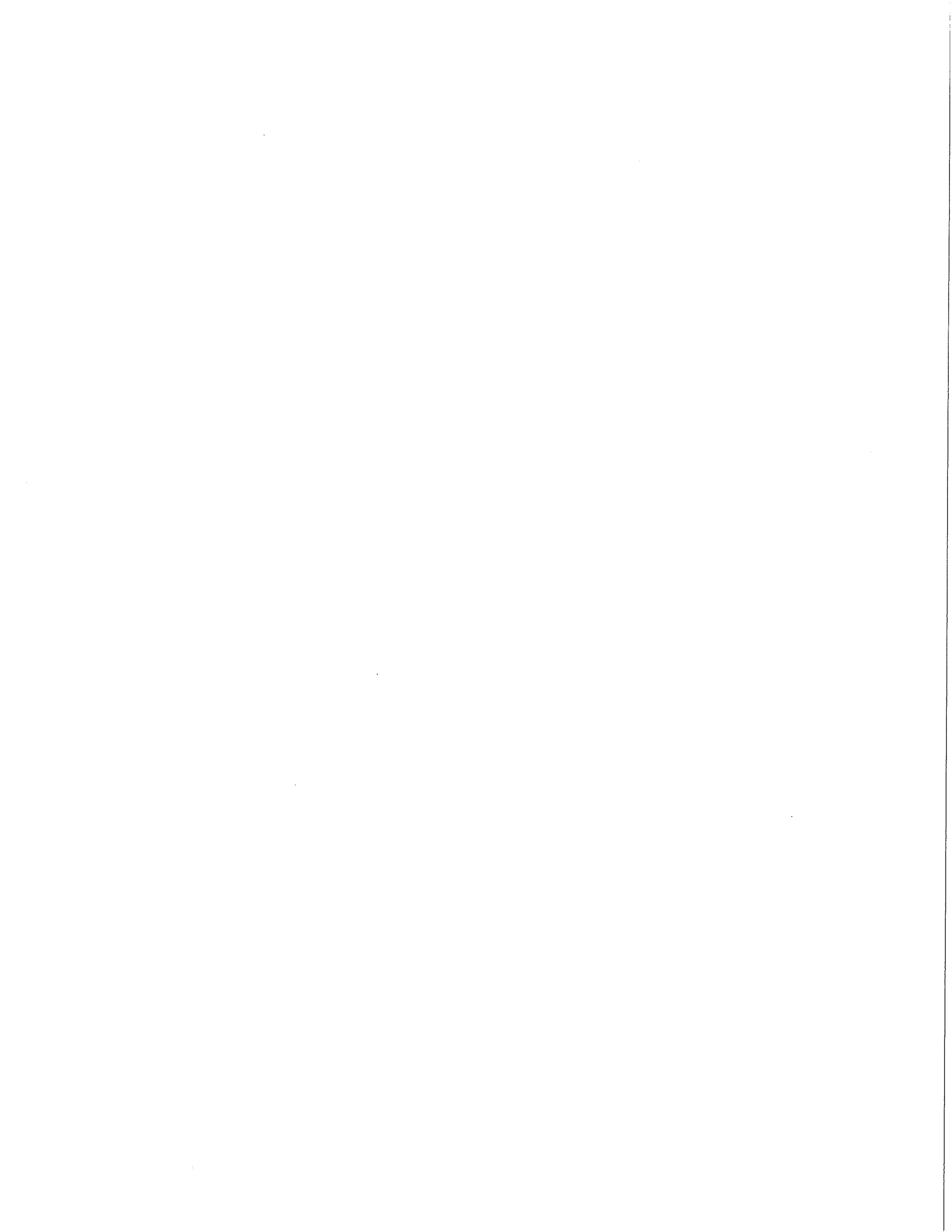
**B. The county agency agrees:**

1. To enter this cost-share contract only after the Land Conservation Committee has authorized the cost-sharing of this project.
2. To provide technical assistance for the design, construction, and installation of cost-shared practice(s) according to applicable standards in ch. ATCP 50, Wis. Admin. Code. The county agrees to provide written notice, when applicable, to inform each landowner and grant recipient of the full ramifications of a cost-share contract, including future compliance obligations. The county further agrees to ensure that cost-shared practices are maintained as required in II. A. 4 by securing O&M plans and performing site checks as needed.
3. To use the most cost-effective methods to address the water quality concerns of this project, and apply cost containment procedures, consistent with ch. ATCP 50, Wis. Admin. Code, when estimating and paying for cost-shared practice(s).
4. To provide cost-share funds to the landowner, in the amounts specified in Section 3 and any amendments, upon proof that (i) the landowner has made all payments for which the landowner is responsible under the contract, (ii) the practice(s) are designed and installed according to standards in ch. ATCP 50, Wis. Admin. Code and this contract, including compliance with applicable construction site erosion control standards, and (iii) nutrient management plans comply with s. ATCP 50.04(3) Wis. Admin. Code. The county may make payments to third parties as provided in s. ATCP 50.40(13), Wis. Admin. Code.
5. To collect and retain all contract-related documents regarding operation and maintenance, proof of certification of design and installation, change orders, receipts and payments, and other referenced materials for a minimum of three years after making the last cost-share payment to the landowner, or for the duration of the maintenance period of this contract, whichever is longer. Records may be retained longer to demonstrate that a landowner meets the cost-sharing exemption under s. ATCP 50.08(5), Wis. Admin Code. Payment records from the landowner and county must provide proof of payment in full for all cost-shared practices installed. Copies of records shall be made available to DATCP upon request.
6. To record this contract, including the legal description of the subject property, with the deed to the subject property, as required under Section 2.A.7. Contracts may be recorded if not required under Section 2.A.7.
7. To coordinate eligibility for DATCP cost-share funding, and to follow required reimbursement procedures to facilitate timely cost-share payment(s) to the landowner, including the submission of certification forms to DATCP documenting that cost-shared practice(s) have been properly installed in accordance with this contract and paid for.

**C. General conditions of the contract**

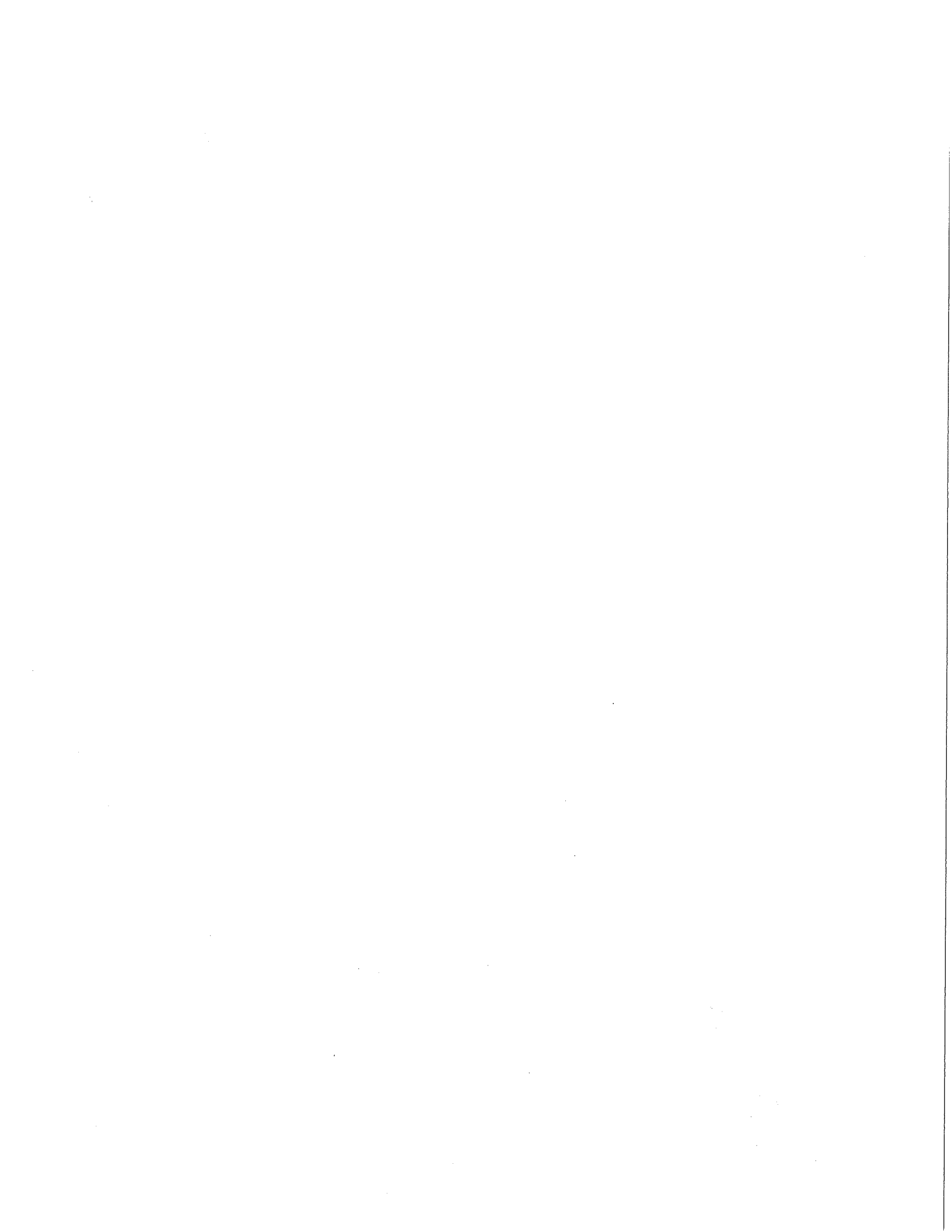
1. State cost-share reimbursement amounts in Section 3 are contingent on receiving DATCP funding. The county may cancel this contract, in whole or in part, due to non-availability of DATCP funds. A county is responsible for contract grant amounts when the county makes cost-share commitments beyond the amount of its DATCP annual allocation or the county fails to obtain DATCP approval required under 2.C.2.
2. Written approval from DATCP shall be obtained before this contract is executed or amended if the DATCP cost-share amount exceeds \$50,000, and such approval shall be attached to, and made part of, this contract.
3. This contract may be amended, by mutual written agreement of the parties, during the installation or maintenance periods, if the proposed changes will provide equal or greater control of water pollution. For any changes in practice components or costs, the county will determine eligibility and whether to approve such changes. Counties must use a "Cost-Share Contract Change Order" form (ARM-LR-166) for changes prior to or during the installation and maintenance periods. Except as otherwise provided in the "Change Order" form, any completed "Change Order" form must be attached to, and made part of, this contract. Changes to this contract that increase the DATCP cost-share amount over \$14,000 or \$50,000 are subject to requirements in Sections 2.A.7., regarding recording and 2.C.2., regarding DATCP approval, respectively.
4. This contract is void if, prior to installation, the county determines that due to a material change in circumstances the proposed practices will not provide cost-effective water quality benefits.

Landowner Initials	Date	Spouse Initials	Date	Grant Recipient Initials	Date	Spouse Initials	Date	County Reps. Initials	Date
EST	11-17-16	MJT	11-17-16	WR	11/17/16			TR	11-17-16









## Operation and Maintenance Plan Water and Sediment Control Basin

Landowner: Charles Turner Date: 11/17/16  
Cooperator: Long Lake Protection and Rehab. District Date: 11/17/16  
By: Michael Langer Title: President  
Project Location: 1733 Sunny Vale Ln.

I agree to the following for the life of the structure.

1. Remove trash and debris at the outlet conduit.
2. Remove any trees, brush, or other obstructions at the outlet of the conduit.
3. Do not install any device at the pond outlet that could decrease the flow in the conduit.
4. Remove any debris or obstructions from the auxiliary spillway.
5. Repair rills or gullies in the exit channel of the auxiliary spillway and reseed and mulch.
6. Maintain vegetative cover in the auxiliary spillway by removing and controlling weeds, trees, and woody plants.
7. Do not install fences across the auxiliary spillway or any other devices that may restrict the storm flow.
8. Maintain adequate vegetation on the earth dam and borrow areas as recommended in Wisconsin Job Sheets 134, *How to Establish and Maintain Introduced Grasses and Legumes*, and 135, *How to Establish and Maintain Native Grasses, Forbs and Legumes*.
9. Exclude livestock from the earthfill and auxiliary spillway.
10. Do not allow extended vehicle traffic on the dam or auxiliary spillway without adequate protection.
11. Inspect the downstream toe of the embankment annually. If there are wet areas or seeps at the downstream toe of the embankment, it could be a serious problem. Ask for assistance to evaluate the seepage.
12. The structure will be inspected annually and after heavy rains. All debris will be removed. All eroded areas will be repaired immediately. Check inlet, outlet, embankment, and vegetated spillway after heavy rains for possible damage. Inspect annually for damage from normal use.
13. Brush and trees will be controlled by cutting and/or spraying with proper chemicals.
14. Maintain a vigorous sod in the auxiliary spillway and on embankments by regular mowing and fertilization. Remove excess growth. Do not burn or overgraze.
15. Install and maintain a fence to keep livestock out of pond, if necessary.
16. Check downstream floodplain at least once every 5 years to assure life or property will not be threatened in the unlikely event of a dam failure.

17. Eliminate all burrowing rodents.


18 Additional Recommendations:

Operation, maintenance, inspection and when necessary, repair of the practice, will be performed by and under the direction of the Long Lake Protection and Rehabilitation District. Notice will be provided to the landowner prior to entrance onto the property by the District for purposes of the activities listed above.

Landowner's Initials: C.T. CST

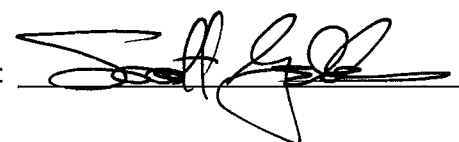
Date: 11-17-16

As landowners/operators we have reviewed the operation and maintenance plan and are aware of the above listed activities.

Cooperator's signature: 

Date: 11/17/2016

I have discussed the maintenance guidelines with the above cooperator.

Conservationist's signature: 

Date: 11/17/2016