

AGREEMENT FOR LONG LAKE MANAGEMENT DISTRICT WATERFRONT COST SHARING

Cost Share Agreement Number LL-002

This contract is made and entered into by and between the Long Lake Protection and Rehabilitation District (Lake District), and landowner(s) **Holly D. & Mike Krieg and Lacey & Charles M Robinson**. 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.

Holly D. Krieg 10/30/14
SIGNATURE OF LANDOWNER DATE
Holly D. Krieg

Mike Krieg 10/30/14
SIGNATURE OF LANDOWNER/SPOUSE DATE
Mike Krieg
(if no other landowner or spouse, write "not applicable" on this line.)

State of _____)
) SS.
Hennepin County)

Personally came before me this 30th day of October, the above named Holly D. Krieg and Michael S. Krieg to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Sandra L. Hardy
Signature of Notary Public
Notary Public, State of _____
My commission (is permanent) (expires 1/31/2017)



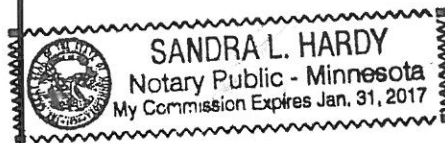
Note: Lake District representative must sign after landowner.

Mike Krieg 10/30/14
SIGNATURE OF LAKE DISTRICT REPRESENTATIVE DATE

State of Wisconsin)
) SS.
Hennepin County)

This instrument was acknowledged before me on 30 day of October 2014 by Michael S. Krieg as President, Long Lake P&RD for

Sandra L. Hardy
Signature of Notary Public
Notary Public, State of Wisconsin
My commission (is permanent) (expires 1/31, 2017)



Recording Area
Long Lake Protection and Rehabilitation District
c/o Mike Krieg
1827 Fescue Circle
Shakopee, MN 55379
Agency Name & Return Address
006-01276-0000
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-002	TOTAL COST-SHARE AMOUNT (From Page 4) \$798.49 (Lake District Share)
NAME OF LANDOWNER(S) (Whether Individual, Corporation, Trust, Estate, or Partnership) :	
Holly D. & Mike Krieg and Lacey & Charles M Robinson	
TELEPHONE NUMBER 952-846-8472	
ADDRESS	CITY, STATE, ZIP CODE
1827 Fescue Circle	Shakopee, MN 55379
PROPERTY ADDRESS or LEGAL DESCRIPTION: 1731 Tanglewood Trail S07, T34N, R17W Lot 17 Plat of First Addition to Tanglewood	
INSTALLATION PERIOD	
FROM: May 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 practice for a minimum of ten years. This includes minimizing the entry leaves and sediment and maintaining flow to the infiltration areas. Maintenance also includes regularly removing pine needles, fallen leaves, and any other debris that collects in the rocks. This will prolong the life of your infiltration practice. 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:
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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: Katelin Holm	Representing: Polk County LWRD
Date Of Restoration Plan: 8/28/13	

Practice	Estimated Total Cost	Cost Share Rate	Est. Cost Share Amts.	
			Lake District	Landowner
Rain Garden	\$964.70	70/30	\$675.29	\$289.41
Rock Basin	\$176.00	70/30	\$123.20	\$52.80
	\$1,140.70	70/30	\$798.49	\$341.80

LANDOWNERS' INITIALS	DATE INITIALED

Cost Share Agreement LL002

SIGNATURE OF LANDOWNER/SPOUSE

DATE

Print Name: Lacey Robinson

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 _____, ____.)

[Handwritten Signature] 10/27/14

SIGNATURE OF LANDOWNER/SPOUSE

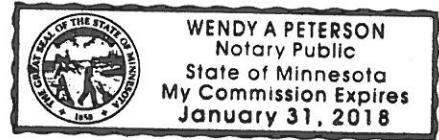
DATE

Print Name: Charles M Robinson

State of _____)
Wright County)) SS.

Personally came before me this 27 day of October, 2014, the above
named Charles Robinson 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 1-31, 18)



Cost Share Agreement LL002

Lacey Robinson 10/20/2014
SIGNATURE OF LANDOWNER/SPOUSE DATE

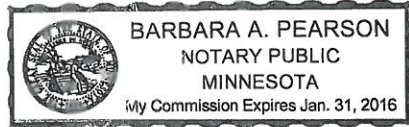
Print Name: Lacey Robinson

State of _____)
) SS.
_____ County)

Personally came before me this 20 day of October, 2014, the above named Lacey Robinson to be the person(s) who executed the foregoing instrument and acknowledged the same.

Barbara A. Pearson

Signature of Notary Public
Notary Public, State of
My commission (is permanent) (expires Jan 31 2016)



SIGNATURE OF LANDOWNER/SPOUSE DATE

Print Name: Charles M Robinson

State of _____)
) SS.
_____ County)

Personally came before me this _____ day of _____, _____, the above named _____ 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 _____, _____)

Cost Share Agreement DDWF-26

Rock Basin Maintenance


- Remove pine needles, fallen leaves, and any other debris that has collected on the surface of the rock basin regularly. A leaf blower may work well to do this.
- Ensure that rain gutters are cleaned regularly to prevent clogging of underground piping.

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 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.
- Watering may be needed in between rain events as plants 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.
- The integrity and function of the rain gardens to collect and contain runoff from impervious areas must be maintained as it was designed.
- Ensure that rain gutters are cleaned regularly to prevent clogging of underground piping.


Landowner Signature 10/30/14
Date


Landowner Signature 10/30/14
Date


Landowner Signature 10/24/14
Date


Landowner Signature 10/29/14
Date