

AGREEMENT FOR LONG LAKE MANAGEMENT DISTRICT COST SHARING

Cost Share Agreement Number LL-005

This contract is made and entered into by and between the Long Lake Protection and Rehabilitation District (Lake District), and landowner(s) **Daniel B and Delores J Patterson**. 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.

[Handwritten Signature: Daniel B Patterson]

4-1-15

SIGNATURE OF LANDOWNER
Daniel B Patterson, Trustee

DATE

Recording Area

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

006-00141-0000

Parcel Identification Number

[Handwritten Signature: Dolores J Patterson]

4-1-15

SIGNATURE OF LANDOWNER/SPOUSE
Dolores J Patterson, Trustee

DATE

(if no other landowner or spouse, write "not applicable" on this line.)

State of Wis)
Polk County) SS.

Personally came before me this 1st day of April, the above named Dan & Dolores Patterson to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

[Handwritten Signature: Patti Jo Andersen]

Signature of Notary Public
Notary Public, State of
My commission (is permanent) (expires 5-17-19)



Note: Lake District representative must sign after landowner.

[Handwritten Signature: Michael J Krieg]

6/15/15

SIGNATURE OF LAKE DISTRICT REPRESENTATIVE DATE

Minnesota
State of Wisconsin)
Hennepin County) SS.

This instrument was acknowledged before me on 15 day of June, 2015 by Michael J Krieg as President of LLP&RD for

[Handwritten Signature: Melanie J Bjorgan]

Signature of Notary Public
Notary Public, State of Wisconsin
My commission (is permanent) (expires 1/31, 2019)



MELANIE J BJORGAN
Notary Public
Minnesota
My Commission Expires January 31, 2019

If there are additional landowners or cost share recipients, please attach and use Exhibit A2.
PLEASE TYPE OR COMPLETE USING BLACK INK

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-005	TOTAL COST-SHARE AMOUNT (From Page 4) \$3,000 (Lake District Share)
NAME OF LANDOWNER(S) (Whether Individual, Corporation, Trust, Estate, or Partnership) :	
Daniel B and Dolores J Patterson, Trustees, or their successors in trust, under the Daniel B. and Dolores J. Patterson Living Trust dated June 15, 2009, and any amendments thereto	
TELEPHONE NUMBER	
715-646-2310	
ADDRESS	CITY, STATE, ZIP CODE
1711 165 th Avenue	Centuria, WI 54824
PROPERTY ADDRESS or LEGAL DESCRIPTION: The North half of the West 500 feet of Government Lot 2, Section 7, Township 34 North, Range 17 West, except for all platted lands in Tanglewood and the First Addition to Tanglewood.	
INSTALLATION PERIOD	
FROM: August 15, 2014	TO: August 15, 2015

LANDOWNERS' INITIALS: <i>DBP</i>	DATE INITIALED: <i>4-15</i>
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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. 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.

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: <i>WJP</i>	DATE INITIALED: <i>4-1-15</i>	LAKE DISTRICT REP. INITIALS: <i>JK</i>	DATE INITIALED: <i>6/15/15</i>
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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: Scott Geddes	Representing: Polk County LWRD
Date Of Restoration Plan: August 2014	

Practice	Estimated Total Cost	Cost Share Rate	Est. Cost Share Amts.	
			Lake District	Landowner
WASCB	\$3,000	100/0	\$3,000	\$0
	\$3,000	100/0	\$3,000	\$0

LANDOWNERS' INITIALS	DATE INITIALED
<i>SG</i>	4-1-15