

**COST SHARE AGREEMENT FOR
DEER LAKE CONSERVANCY
STORMWATER PRACTICES**

Cost Share Agreement Number DDWF29

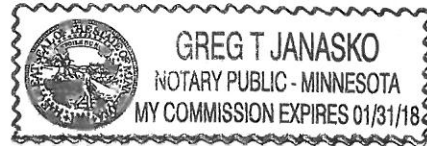
This contract is made and entered into by and between the Deer Lake Conservancy, and landowner(s) **Jack and Molly Emmer**. This contract is complete and valid as of the date signed by the Deer Lake Conservancy representative.

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.

Jack C Emmer 9/8/15
 SIGNATURE OF LANDOWNER DATE
 Jack Emmer
Molly Emmer 9/9/15
 SIGNATURE OF LANDOWNER DATE
 Molly Emmer

Recording Area
 Deer Lake Conservancy, Inc.
 PO Box 639
 St. Croix Falls, WI 54024
 Agency Name & Return Address
 044-00641-0000
 Parcel Identification Number



State of _____)
 Hennepin County) SS.

Personally came before me this 8th day of September, 2015, the above named Jack Emmer to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

[Signature]
 Signature of Notary Public
 Notary Public, State of MN
 My commission (is permanent) (expires 1/31, 18.)

Note: Conservancy representative must sign after landowner.

James C Miller 9/30/15
 SIGNATURE OF CONSERVANCY REPRESENTATIVE DATE

State of Wisconsin)
 Polk County) SS.

This instrument was acknowledged before me on 30th day of Sept., 2015 by James C. Miller as Vice President for Deer Lake Conservancy

Karen A. Sciacca
 Signature of Notary Public
 Notary Public, State of Wisconsin
 My commission (is permanent) (expires 8/3, 2015)

SECTION 1A. CONSERVANCY INFORMATION

NAME OF AGENCY Deer Lake Conservancy	TELEPHONE NUMBER 715-483-3338
ADDRESS PO Box 639	
CITY, STATE, ZIP CODE St. Croix Falls, WI 54024	
NAME OF AUTHORIZED REPRESENTATIVE James C. Miller	

SECTION 1B. LANDOWNER INFORMATION

COST-SHARE AGREEMENT NUMBER DDWF29	TOTAL COST-SHARE AMOUNT owner share (From Page 4) \$4,393.50
NAME OF LANDOWNER(S) (Whether Individual, Corporation, Trust, Estate, or Partnership) : Jack and Molly Emmer	
TELEPHONE NUMBER 612-270-9723	
ADDRESS 4505 Golf Terrace	CITY, STATE, ZIP CODE Edina, MN 55424
PROPERTY ADDRESS or LEGAL DESCRIPTION: 1332 Deer Lake Park, Town of St. Croix Falls LOT 1 CSM #455 V2 PG 184 in GOV LOT 5 S25, T34N, R18W, situated in Polk County, WI.	
INSTALLATION PERIOD	
FROM: August 20, 2015	TO: October 1, 2016

LANDOWNERS' INITIALS: JCE ME	DATE INITIALED: 8-17-15
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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 Deer Lake Conservancy, 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 as described in Exhibit B.
- C. Conduct all land management and pollutant management activities in accordance with Polk County ordinances.
- D. 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.
- E. The Deer Lake Conservancy 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 Conservancy pursuant to this agreement be repaid.
- F. To repay cost-sharing funds immediately, upon demand by the Conservancy, if the stormwater practice is 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 install the stormwater practice consistent with the approved design during the installation period identified in Section 1B.
- H. To pay the landowner share of the cost share agreement.
 Receipt of landowner share 8/30/15 date CC (Conservancy Rep. initials)

2. The Deer Lake Conservancy agrees:

- A. To pay the cost of practice installation once installed according to approved design.
- 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 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 Conservancy and DNR.
- E. To collect and retain copies of all documents as proof of final payment to the contractors and make these copies available to DNR upon request. Documents may be in the form of an invoice marked "paid in full," or receipts or canceled checks.
- F. To retain all documents resulting from this agreement. The Conservancy signature on this document acknowledges receipt of the landowner portion of the cost share. Final bills will be paid by the Conservancy.

- 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 will be recorded at the Polk County Register of Deeds.
- 4. This agreement is void if, prior to installation, the Conservancy 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: <u>ICE</u> <u>MG</u>	DATE INITIALED: <u>8-17-15</u>	CONSERVANCY REP. INITIALS: <u>CC</u>	DATE INITIALED: <u>9/30/15</u>
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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 for installation of storm water practices were developed for the subject property of landowner(s):

Technical Design Reviewed by: Cheryl Clemens	Representing: (Conservancy or Private Consulting Firm) Harmony Environmental
Date Of Restoration Plan: July 2015	

Practice	Estimated Total Cost	Cost Share Rate	Est. Cost Share Amts.	
			Conservancy	Landowner
Rain Garden 1	\$ 4,682	50/50	\$2,341	\$2,341
Rock Trench Drainage	\$ 1,675	50/50	\$837.50	\$837.50
Rain Garden 2	\$2,430	50/50	\$1,215	\$1,215
	\$8,787		\$4,393.50	\$4,393.50

LANDOWNERS' INITIALS	DATE INITIALED
JCE MC	8-17-15

Cost Share Agreement DDWF-29

SIGNATURE OF LANDOWNER/SPOUSE

DATE

Print Name: Molly Emmer

Molly Emmer

9-9-15

State of Minnesota)
) SS.
Hennepin County)

Personally came before me this 9 day of September, 2015, the above
named Molly Elizabeth Emmer to me known
to be the person(s) who executed the foregoing instrument and acknowledged the same.

Paul L Bond

Signature of Notary Public

Notary Public, State of

My commission (is permanent) (expires 1-31, 2020)

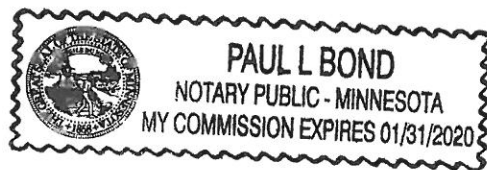


EXHIBIT B. Operation and Maintenance Plan

Cost Share Agreement DDWF-0029

Rock Infiltration Trench Maintenance

- Minimize the entry leaves, pine needles and sediment and maintain the flow to the infiltration areas.
- To prolong the life of your infiltration practice, regularly remove pine needles, fallen leaves, and any other debris that collects in the rocks. A leaf blower may work well to do this.

Rain Garden Maintenance

- Weeding may be needed to maintain the appearance and to allow growth of desirable plants in the rain gardens. Re-mulching every 2-3 years will help to keep weeds down.
- Watering may be needed in between rain events as plants become established and later on during periods of drought.
- 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

8-17-15

Date



Landowner Signature

8-17-15

Date