

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

Cost Share Agreement Number DDWF045

This contract is made and entered into by and between the Deer Lake Conservancy, and landowner(s) Town of Balsam Lake. 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.

Paul W. Gjedsem 9/24/17

SIGNATURE OF LANDOWNER DATE

Chairman, Town of Balsam Lake
TITLE

Recording Area
Deer Lake Conservancy, Inc.
PO Box 639
St. Croix Falls, WI 54024
Agency Name & Return Address

006-01677-0001
Parcel Identification Number

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.

APPROVED IN TOWN OF BALSAM LAKE
MEETING 9/18/17 AS SHOWN IN MEETING
MINUTES

Signature of Notary Public
Notary Public, State of _____
My commission (is permanent) (expires _____, _____)

Note: Conservancy representative must sign after landowner.

James D. Miller _____
SIGNATURE OF CONSERVANCY REPRESENTATIVE DATE

State of Wisconsin)
) SS.
Polk County)

This instrument was acknowledged before me on 29th day of September 2017 by James Miller as Representative for Deer Lake Conservancy

[Signature]
Signature of Notary Public
Notary Public, State of Wisconsin
My commission (is permanent) (expires 3/15/19)

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 DDWF045	TOTAL COST-SHARE AMOUNT (From Page 4) \$19,000 (DLC Share)
NAME OF LANDOWNER(S) (Whether Individual, Corporation, Trust, Estate, or Partnership) : Town of Balsam Lake	
TELEPHONE NUMBER	
ADDRESS	CITY, STATE, ZIP CODE
PROPERTY ADDRESS or LEGAL DESCRIPTION: PT GOV LOTS 7 & 8 SHOWN AS ROADWAY IN PLAT OF WHITE BIRCH BEACH (WHITE BIRCH BOULEVARD), S30, T34N, R17W, Polk County, WI.	
INSTALLATION PERIOD	
FROM: September 30, 2017	TO: December 31, 2017

LANDOWNERS' INITIALS: DWB	DATE INITIALED: 9/24/17
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ADDENDA MAY BE ATTACHED TO THIS DOCUMENT TO RECORD SPECIAL CONDITIONS.

SECTION 2: AGREEMENT PROVISIONS

1. The landowner agrees:

- A. To allow installation of the infiltration practice consistent with the plan prepared or approved by the Deer Lake Conservancy, during the installation period identified in Section 1B.
- B. 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.
- C. 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.
- D. The Town of Balsam Lake accepts no responsibility to maintain the roadway or stormwater practice by signing this agreement.

2. The Deer Lake Conservancy agrees:

- A. To install the stormwater practice consistent with the approved design during the installation period identified in Section 1B.
 - B. To pay for initial installation and all recurring maintenance/repair costs once installed.
 - C. To provide technical assistance for the design, construction, and installation of cost-shared practice(s) according to state standards and applicable county ordinances.
 - D. To determine the eligibility and provide approval for any unanticipated changes in practice components and costs.
 - E. 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.
 - F. 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.
 - G. 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.
 - H. In cooperation with the adjacent landowner, to maintain the practice for at least 10 years.
 - I. The contractor installing the practice will carry appropriate liability, auto, and worker's compensation insurance during project installation.
 - J. To obtain all necessary state and local permits.
3. This agreement will terminate on December 31, 2027. It 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: PWG	DATE INITIALED: 9/24/17	CONSERVANCY REP. INITIALS: JOM	DATE INITIALED: 9/29/17
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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 Prepared by: Steve Pellinen	Representing: (Conservancy or Private Consulting Firm) Emmons and Olivier Resources
Date Of Restoration Plan: September 2016	

Practice	Estimated Total Cost	Cost Share Rate	Est. Cost Share Amt.	
			Conservancy	Landowner
infiltration Bed and Pretreatment	\$19,000	100/0	\$19,000	\$0
	\$19,000		\$19,000	\$0

LANDOWNERS' INITIALS	DATE INITIALED
PWb	9/24/17