


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

Cost Share Agreement Number DDWF043

This contract is made and entered into by and between the Deer Lake Conservancy, and landowner(s) David G. Peterson and Helen M Peterson. 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.

 9/20/2017

David G. Peterson
SIGNATURE OF LANDOWNER DATE

 9/20/2017

Helen M Peterson
SIGNATURE OF LANDOWNER/SPOUSE (if no other landowner or spouse, write "not applicable" on this line.) DATE

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

006.01571.0000
Parcel Identification Number

Note: Conservancy representative must sign after landowner.

 10/3/17

James C Miller
SIGNATURE OF CONSERVANCY REPRESENTATIVE DATE

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

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 DDWF043	TOTAL COST-SHARE AMOUNT (From Page 4) \$1300 (DLC Share)
NAME OF LANDOWNER(S) (Whether Individual, Corporation, Trust, Estate, or Partnership) : David G Peterson and Helen M Peterson	
TELEPHONE NUMBER 715-529-0976	
ADDRESS 430 McKinley Ave.,	CITY, STATE, ZIP CODE Eau Claire, WI 54701-4053
PROPERTY ADDRESS or LEGAL DESCRIPTION: S30, T34N, R17W 1719 S Deer Lake Circle	
INSTALLATION PERIOD	
FROM: July 10, 2017	TO: October 31, 2017

LANDOWNERS' INITIALS: <i>H.P.</i>	DATE INITIALED: <i>9/20/17</i>
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ADDENDA MAY BE ATTACHED TO THIS DOCUMENT TO RECORD SPECIAL CONDITIONS.

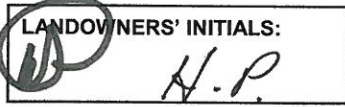
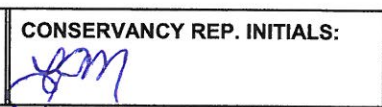
SECTION 2: AGREEMENT PROVISIONS

1. The landowner agrees:

- A. To install the rain gardens consistent with the plan prepared or approved by the Deer Lake Conservancy, during the installation period identified in Section 1B.
- B. To ensure that the rain gardens are maintained for a minimum of ten years following installation to avoid water quality problems. Attachment B includes maintenance requirements.
- 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 rain gardens 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 pay the landowner share of the cost share agreement.
 Receipt of landowner share 9/20/17 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: 	DATE INITIALED: <u>9/20/17</u>	CONSERVANCY REP. INITIALS: 	DATE INITIALED: <u>10/3/17</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 Prepared by: Cheryl Clemens	Representing: (Conservancy or Private Consulting Firm) Harmony Environmental, Inc.
Date Of Restoration Plan: 5/6/17	

Practice	Estimated Total Cost	Cost Share Rate	Est. Cost Share Amt.	
			Conservancy	Landowner
Rain Gardens (2)	\$2600	50/50	\$1300	\$1300
	\$2600	50/50	\$1300	\$1300

LANDOWNERS' INITIALS	DATE INITIALED
HP	9/20/17

EXHIBIT B. Operation and Maintenance Plan

Cost Share Agreement DDWF43

Berm and Grade Maintenance

Rain Garden #1

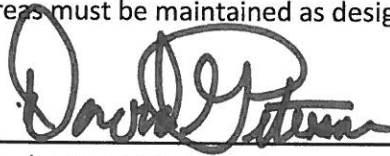
- Grading must be maintained to direct water to the rain garden. Shade grass should be established and maintained to prevent erosion.

Rain Garden #2

- Initial watering will be needed to establish no-mow grass.
- Berm vegetation should be maintained to prevent erosion.
- PVC pipe (or alternative) flow must be maintained to direct water to the rain garden.

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 by hand 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. 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.
- The integrity and function of the rain gardens to collect and contain runoff from impervious areas must be maintained as designed.



Landowner Signature



Date

Landowner Signature

Date