

REVITALIZATION OF SHORELAND VEGETATION PROJECT COST SHARE AGREEMENT

(Effective March 1, 2003)

This is an Agreement between the Recipient who signs below and the Revitalization of Shoreland Vegetation Project. For purposes of this Agreement,

- "RSVP" means the Revitalization of Shoreland Vegetation Project, a joint venture between the Green Lake Sanitary District and the Green Lake Association. Either of the joint venture partners can act on behalf of RSVP.
- "Recipient" means the landowner who signs this Cost Share Agreement in order to obtain partial funding of a vegetation planting project on his or her shoreland property.
- "Project" means all activities (site-specific according to site plan for each Project) necessary to establish a buffer between the lake and groomed landscape such as lawns, preserve animal habitats, reduce erosion and runoff, increase biodiversity and restore native vegetation along the developed shoreline of Green Lake, described and/or shown on the reverse side of this Agreement or on an attachment. Completion of these activities by Recipient is a condition of receiving any cost share monies from RSVP.
- "Property" means the following real property located on the shore of Green Lake, Wisconsin (provide legal description, tax key number or other description of Property):
- "Eligible Costs" means the estimated or actual (whichever is less) costs of (a) plants, seed, mulch and erosion control materials specifically approved by RSVP for the Project; (b) labor and related services for installation and planting of the Project; (c) site preparation for the above as shown on the Project description; (d) project design. Eligible costs must be separately stated in cost estimates for the Project.
- "Ineligible Costs" means (a) materials, labor or other services for stairs, walkways, paths or other access structures; (b) plants, seeds, mulch and erosion control materials not specifically approved by RSVP; and (c) any costs in excess of the estimates of Eligible Costs approved by RSVP.

The parties agree as follows:

1. RSVP agrees that after completion of the Project as determined by an RSVP representative after an on-site inspection it will pay the Recipient 75% of the total

Eligible Costs of the Project upon presentation of receipts showing payment of the Eligible Costs. The maximum cost share available is \$1000.00; additional funding may be available for aquatic plantings upon approval of RSVP personnel. If the Project is not completed by _____, RSVP will have no obligation to pay any cost share monies to Recipient unless both parties agree to a revised date. RSVP will not pay any portion of Ineligible Costs.

2. Recipient will maintain the Project substantially as proposed to RSVP for at least 10 years. Recipient will provide access to the Property annually for an RSVP inspector to inspect the Project and determine whether it is being maintained.

3. If this paragraph is filled in and initialed by RSVP and Recipient, the Project has been designated a "Demonstration Property" in determining the amount of the cost share percentage. Accordingly, Recipient also agrees that from time to time (not more frequently than N/A times per year), RSVP may enter the Property with visitors to view the Project. The dates and times of these visits will be mutually agreed in advance by RSVP and Recipient. This is a Demonstration Property: N/A (RSVP initials);
N/A (Recipient initials).

4. If the Recipient does not fulfill the agreements for inspection or maintenance of the Project (or, if paragraph 3 is applicable, fails to permit the requisite Demonstration visits), Recipient will repay RSVP the portion of the cost share monies received but unearned, with the earned portion based on the number of full years the Project was inspected and maintained (or Demonstration visits were agreed to) compared to the originally agreed minimum Project duration in paragraph 2. (For example, if the Project was to be maintained for five years but was terminated before the fourth year was completed, Recipient would be required to reimburse RSVP for 40% of the cost share monies.) If Recipient sells the Property to someone who does not promptly sign a counterpart to this Agreement in order to take over the remaining obligations of the Recipient, the Project will be treated as having been terminated and the Recipient will accordingly be obligated to repay the corresponding unearned portion of the cost share monies.

5. Responsibility and liability for the Project and its consequences is exclusively the Recipient's.

6. This Agreement is governed by the laws of Wisconsin. If there is ever a dispute, both parties agree to the exclusive jurisdiction of the courts in Green Lake County, Wisconsin, even if the Recipient is or becomes a resident of another county or State.

Signed the _____ day of _____, _____.

REVITALIZATION OF SHORELAND
VEGETATION PROJECT

RECIPIENT:

BY: _____
Authorized RSVP Representative
Paulette Z. Janssen
Typed or Printed Name of RSVP
Representative

Recipient
Typed or Printed Name of
Recipient

RECIPIENT:

Recipient
Typed or Printed Name of
Recipient

RECIPIENT:

Recipient

Typed or Printed Name of
Recipient

Attachment: Project Description

Revitalization of Shoreland Vegetation Project

Project Name _____

_____ Recipient owner name

_____ Tax Number

_____ Address

RSVP-approved eligible costs (see attached proposal for complete project description)

Design (detail)

\$ _____

Plants (specify kind and amount)

\$ _____

Seeds (specify kind and amount)

\$ _____

Labor (detail)

\$ _____

Site preparation (detail)

\$ _____

Other

RSVP authorized signature _____