

ENTRY NO. 01213546

12/14/2023 10:18:00 AM B: 2804 P: 0147

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RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 40.00 BY WEBER BASIN WATER CONSERVANCY DISTRICT



**Landscape Lawn Exchange Incentive Program
PARTICIPATION AGREEMENT**

This Lawn Exchange Incentive Program Agreement ("Agreement") is made between Weber Basin Water Conservancy District ("WBWCD"), Mountain Regional Water Special Service District ("District") and Dennis Nickerson (collectively, "Participant"), the owner(s) of the home located at 499 Aspen Dr ("Home").

Tax ID: **SU-A-53**

Property Description:

LOT 53 PLAT A SUMMIT PARK CONT .57 ACVWD-257 M21-332-679 M124-701-704
451-731 550-3 576-233

Participant and the District agree as follows:

1. Purpose and Nature of the Landscape Lawn Exchange Program ("Program")
 - A. The Program is designed to provide Participant with a financial incentive for removing and replacing the turf grass ("Lawn") with water-efficient landscaping within Participant's front yard, back yard, side yard, and park strip, or in the case of non-residential properties, any landscape area, and for thereafter maintaining the water-efficient landscaping in any area that is changed, consistent with the terms of this Agreement (hereinafter referred to as the "Conversion").
 - B. Participant owns a Home, Commercial, Industrial, or Institutional property located within the WBWCD's regional service area and specifically the District's service area, and Participant's existing landscapes are landscaped with lawn that is living and well-maintained.

- C. As funding allows WBWCD and the District will provide a financial incentive to Participant following successful removal and replacement of the lawn, as described in this Agreement.

2. Pre-Conversion Eligibility

- A. Authorization to Proceed – Participant's receipt of a fully executed copy of this Agreement constitutes notice to Participant to proceed with lawn removal and replacement with water efficient landscaping, as provided by this Agreement.
- B. Qualifying Areas – Any area of the Participant's property that is landscaped with healthy maintained lawn and is irrigated with overhead sprinklers. This includes all areas of the landscape that have existing lawn. Areas of Participant's landscape that have previously received incentive monies are not eligible for additional incentives.

3. Requirements for the Converted Lawn Areas

- A. Living Plant Cover –Lawn shall be removed from Participant's landscape as they have proposed in the program application. A minimum of 250 square feet of lawn must be removed. At completion, converted landscapes must contain enough plant material (perennials and shrubs) to comply with local code and District program requirements at the time of Agreement execution. A minimum of 35% of the converted landscape must be covered by water-efficient plants at plant maturity. Park strips are exempt from plant coverage requirements as long as there is compliance with local landscape code.
- B. Efficient Irrigation – Converted landscape areas must be watered by a drip irrigation system equipped with a filter, pressure regulator and emitters. Only one type of drip irrigation can be used for each zone, and the system must be free of leaks and malfunctions. Each drip emitter must be rated at 5 gallons per hour (gph) or less. Bubblers, micro-spray emitters and soaker hoses are not allowed in this program.
- C. Surface Treatments – Converted landscape areas must be covered by at least 3 inches of mulch permeable to air and water. Common surface treatments include rock, bark, and compost. Grouted stepping stones and artificial turf are not eligible for incentive monies. Living groundcovers shall qualify as mulch when planting density assures 100% living plant cover. If weed barrier fabric is used, it must be permeable to air and water. Concrete or other impermeable treatments do not qualify for this program. If an area of the park strip or areas near sidewalks and streets is susceptible to storm-water runoff, measures must

be taken to ensure mulch material will not wash out of these areas. Participant shall ensure that their proposed surface treatments meet local code.

D. **Ongoing Agreement** – Participant shall hereafter maintain the converted landscape areas and shall not at any time replant any lawn in the converted landscape areas. This Agreement shall be binding on Participant and Participant's successors in interest.

4. **Terms of the Program**

A. **Eligibility** – Any landscape area conversion required by governmental code, ordinance, or policy is ineligible for this Program. Landscapes previously declared ineligible by the District will not be reconsidered for eligibility. Completion of WBWCD's educational class specific to participation in this program is required. No project less than 250 square feet is eligible for the landscape lawn exchange incentive program.

B. **Important Timelines and Deadlines** – Within 12 months of WBWCD's execution of this Agreement and Participant's receipt of a fully executed Agreement, Participant shall complete the landscape conversion and notify the District by completing the required final section of the application in Utah Water Savers. The District will then inspect the completed conversion for compliance. If the conversion fails inspection, the Participant will be granted 60 days to rectify the issue(s), notify the District and attain compliance through a subsequent final inspection. This Agreement terminates upon failure of final inspection.

C. **Rebate Amounts and Limits** – The District will pay the Participant a financial incentive in the amount of \$3.00 per square foot for lawn removed from the landscaped areas and replaced with a water-efficient landscape. Square footage of the final project shall be determined by the District, in its sole discretion. Only one payment shall be made by the District per each application. Rebates will be paid in the form of a check, made payable to the Participant within 30 days of a successful final inspection.

D. **Requirement to Sustain the Conversion** – Following receipt of incentive payment, Participant shall (i) sustain the landscape conversion in accordance with Section 3 of this Agreement; (ii) never reinstall lawn within the converted landscape; and, (iii) repay the District for the incentive amount, in full within 30 days from the District's demand, if Participant reinstalls, or allows to be reinstalled, lawn within the converted landscape areas. This subparagraph shall survive termination of this Agreement and shall be binding on any and all of the Participant's successor's in interest.

- E. Other Responsibilities of the Participant – The Participant shall comply with all applicable laws, policies, codes, ordinances and covenants regarding the landscape. Quality and appearance of the conversion are the responsibility of the Participant. Hazardous plant materials, including plants that block site lines, plants that block walkways, or thorn covered plants in park strip areas will not be approved by the District. Incentive payments will be considered taxable income to Participant. The Participant shall complete an Internal Revenue Service (IRS) Form W-9 and submit it to the District prior to receiving payment. The District shall subsequently issue an IRS Form 1099-MISC to the Participant as applicable.
- F. Use of Information – The District hereby is authorized by Participant to use Participant's contact information to communicate regarding Participant's participation in the Program, to use and publish photographic or video images of Participant's landscape for training, public relations or marketing purposes, and to use Participant's water use information for improving the Program and research purposes.

5. Limits of the District's and WBWCD's Responsibility

- A. Except for the incentive payment, the District and WBWCD will not be responsible for any cost, expense, or work related to the Program, including but not limited to demolition, disposal, material, installation, planting, irrigation, proper functioning and maintenance.

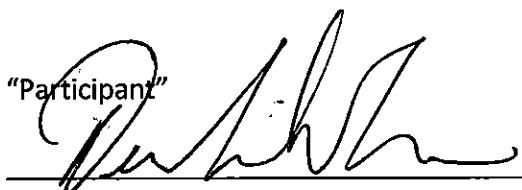
6. Release

- A. Participant hereby agrees to indemnify, defend, and hold harmless the District and WBWCD, its agents, employees, officers, Trustees, assigns and successors from and against all claims, demands, causes of action, liability or judgement of any kind, including attorney's fees and costs, which directly or indirectly arise from or are related to the Program and/or to this Agreement.
- B. Participant hereby agrees to release the District and WBWCD and its agents, employees, officers, Trustees, assigns and successors, from liability for loss or damage of every description or kind whatsoever which may result from or be related to the Program and/or to this Agreement, provided the loss or damage was not due solely to the negligence of the District or WBWCD.

7. Representations

- A. Participant represents that Participant has authority to execute this Agreement and to participate in the Program. Participant also represents that there are no other agreements between the District, WBWCD and Participant, oral or written, concerning the Program, or any subject matter set forth in this Agreement.

"Participant"



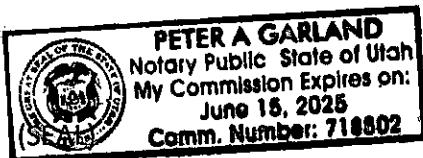
Date: 8/16/2023

Date: _____

STATE OF UTAH)
: ss.

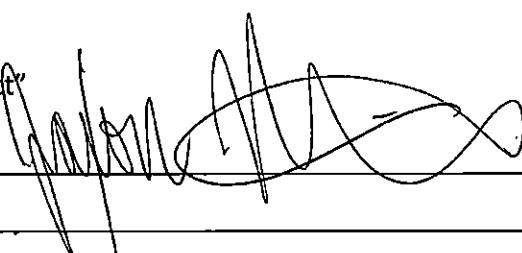
COUNTY OF SUMMIT)

On the 16 day of AUGUST, 2023, before me, _____
PETER A GARLAND a notary public, personally appeared _____
DENNIS NICKELSON, proved on the basis of
satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument
and acknowledged (he/she/they) executed the same.



Notary Public Signature

"District"

By: 

Date: 08/16/23

Its: _____

"WBWCD"

By: 

Date: 10/25/23

Its: _____