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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
08/03/2022 03:23 PM
FEE \$40.00 Pgs: 5
DEF RT REC'D FOR WEBER BASIN WATER
CONS DIST

**Park Strip Lawn Conversion Program
PARTICIPATION AGREEMENT**

This Park Strip Lawn Conversion Program Agreement ("Agreement") is made between Weber Basin Water Conservancy District ("District") and **Overbaugh, Lisa Marie.** (collectively, "Participant"), the owner(s) of the home located at **2112 East 200 South, Layton, UT 84040** ("Home").

Tax ID: 112410609

Property Description:

ALL OF LOT 609, SUMMER HAZE UNIT 6 SUB. CONTAINS 0.37 ACRES

Participant and the District agree as follows:

1. Purpose and Nature of the Park Strip Lawn Conversion Program ("Program")
 - A. The Program is designed to provide Participant with a rebate for removing and replacing the turf grass ("Lawn") with water-efficient landscaping within Participant's park strip, and for thereafter maintaining the water-efficient landscaping in the park strip consistent with the terms of this Agreement (hereinafter referred to as the "Conversion").
 - B. Participant owns a Home located within the District's service area, and Participant's existing park strip is landscaped with lawn that is living and well-maintained.
 - C. The District will provide a rebate to Participant following successful removal and replacement of the park strip 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 park strip lawn Conversion, as provided by this Agreement.
 - B. Qualifying Areas – A park strip is defined as the landscaped area between the sidewalk and back-of-curb, lying adjacent to and contiguous with Participant’s Home.
3. Requirements for the Converted Park Strip
- A. Living Plant Cover – All Lawn shall be removed from Participant’s park strip. At completion, converted park strips must contain enough plant material (perennials and shrubs) to comply with local code and District program requirements at the time of Agreement execution. Plants shall not exceed 24 inches in height at maturity. Information on mature plant sizes and water requirements can be found on nursery plant tags or <<https://weberbasin.com/Conservation/PlantInfo>>.
 - B. Efficient Irrigation – Converted park strips 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. Drip irrigation zones for the park strip can also be used for other planted areas in Participant’s landscape, but not for any lawn areas.
 - C. Surface Treatments – Converted park strips must be covered by at least 3 inches of mulch permeable to air and water. Common surface treatments include rock, bark, compost, ungrouted stepping stones and artificial turf manufactured to be permeable. 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 is susceptible to storm-water runoff, measures must be taken to ensure mulch material will not wash out of the park strip.
 - D. Ongoing Agreement – Participant shall hereafter maintain the park strip in the converted manner, and shall not at any time replant any lawn in the park strip. This Agreement shall be binding on Participant and Participant’s successors in interest.

4. Terms of the Program

- A. **Eligibility** – Any park strip conversion required by governmental code, ordinance, or policy is ineligible for this Program. Park strips previously declared ineligible by the District will not be reconsidered for eligibility. Completion of District educational class specific to participation in this program is required.
- B. **Important Timelines and Deadlines** – Within 10 months of District's execution of this Agreement and Participant's receipt of a fully executed Agreement, Participant shall complete the park strip conversion and notify the District. The District will then inspect the completed conversion for compliance. If the conversion fails inspection, the Participant will be granted 60 days or the remainder of the 10 month period, whichever is greater, to notify the District and attain compliance through a subsequent final inspection. This Agreement terminates upon failure of final inspection or upon payment of the rebated.
- C. **Rebate Amounts and Limits** – The District will pay the Participant a rebate in the amount of \$1.00 per square foot for Lawn removed from the park strip and replaced with a water-efficient landscape. The rebate will be increased to \$1.25 per square foot if Participant attends a park strip class offered by the District prior to removal of turf (class participation may be a requirement for Program participation at the District's discretion). Square footage shall be determined by the District, in its sole discretion. Only one rebate shall be paid by the District. 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 a rebate, Participant shall (i) sustain the park strip conversion in accordance with Section 3 of this Agreement; (ii) never reinstall lawn within the park strip; and, (iii) repay the District for the rebate, in full within 30 days from the District's demand, if Participant reinstalls, or allows to be reinstalled, Lawn within the park strip. 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 park strip 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 will not be approved by the District. Rebates may be considered taxable income to Participant. For rebates of \$600 or more, 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 when applicable.

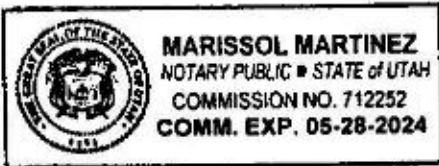
- F. **Use of Information** – The District hereby is authorized by Participant to use Participant's contact information to communicate regarding Participant's participation in the Program, to use and publish photographic or video images of Participant's landscape for training, public relations or marketing purposes, and to use Participant's water use information for improving the Program and research purposes.
5. **Limits of the District's Responsibility**
- A. Except for the rebate, the District 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, 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 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.
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 and Participant, oral or written, concerning the Program, or any subject matter set forth in this Agreement.

"Participant"

by Date: 5/4/22

STATE OF Utah,
COUNTY OF Davis : ss.

On the 4 day of May, 2022, before me, _____
Marissol Martinez a notary public, personally appeared _____
Lisa Marie Overbaugh, 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.



Mary
Notary Public Signature

(SEAL)

"District"

By: [Signature] Date: 5/9/22
Its: _____