

**Landscape Lawn Exchange Incentive Program
PARTICIPATION AGREEMENT**

This Lawn Exchange Incentive Program Agreement ("Agreement") is made between Weber Basin Water Conservancy District ("District") and **ALKEMA, CAROLYN S & KENNETH L - TRUSTEES** (collectively, "Participant"), the owner(s) of the home located at **4490 SOUTH BOUNTIFUL RIDGE DR, BOUNTIFUL, UT 84010** ("Home").

Tax ID: 012250136

Property Description:

ALL OF LOT 136, BOUNTIFUL RIDGES SUB PHASE 1. CONTAINS 0.28 ACRES

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 lawn areas in any part of the landscape including front yard, back yard, side yard, and park strip, and for thereafter maintaining the water-efficient landscaping in any area that is so converted, consistent with the terms of this Agreement (hereinafter referred to as the "Conversion"). Participants may apply for multiple separate and distinct project areas as part of this Program; however, no area that has previously been approved, converted, and awarded incentive monies will be eligible for additional monies in the future. All converted areas will be required to remain in the converted state per the terms of this Agreement. The District will maintain a list of previously converted areas for each property which will be available upon request.**

- B. Participant owns a home, commercial, industrial, or institutional property located within the District's service area, and Participant's existing landscape consists of lawn that is irrigated, living and well-maintained.
- C. The District will provide the 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** – District's receipt of a fully executed copy of this Agreement constitutes notice to Participant to proceed with lawn removal and replacement with low water alternatives, as provided by this Agreement.
- B. **Qualifying Areas** – Any area of the participants property that is landscaped with healthy maintained lawn that is irrigated with overhead sprinklers. This includes front yards, side yards, back yards and park strips. 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/Building. This applies to Commercial, Institutional and Industrial properties as well.

3. Requirements for the Converted Lawn Areas

- A. **Living Plant Cover** –Lawn shall be removed from Participant's landscape as detailed 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, shrubs, ground covers, ornamental grasses) 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 to water-efficient plants measured 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. 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. Spray and Drip cannot be mixed on the same irrigation zone. Each must have its own valve.

- C. **Surface Treatments** – Converted landscape areas must be covered by at least 3 inches of mulch permeable to air and water. Other common surface treatments may include rock, bark, compost, and un-grouted stepping stones. The installation of artificial turf will not count toward the 35% plant coverage requirement identified herein. Participant shall verify their local code allows placement of artificial turf. 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. Grouted stepping stones, concrete or other impermeable treatments do qualify for this program but consideration must be made to meet the plant coverage requirements for the total project areas. Local codes dictate that impermeable areas may not be used in park strips. Local codes must be followed with these materials. 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.
4. **Ongoing Agreement** – Participant shall hereafter maintain the converted landscape areas and shall not at any time replant any lawn in the converted landscape areas. Participant may contact the District for a summary of projects that have been completed as part of this Agreement and are subject to the terms and conditions of this Agreement. This Agreement shall be binding on Participant and Participant’s successors in interest. 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 District 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** – Approved projects must be completed within 12 months of District’s approval. As projects are completed the Participant shall notify the District by completing the required final section of the application in Utah Water Savers or other District utilized platforms. The District will then inspect the completed conversion for compliance. If the conversion fails inspection, the Participant will be granted 60 days 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 incentive to the Participant.
- C. **Rebate Amounts and Limits** – The District will pay the Participant a financial incentive in the amount of \$2.50 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 (and any and all subsequent owners of the Property) 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 (or any subsequent owner of the Property) 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 (and any and all subsequent owners of the Property) 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 WBWCD prior to receiving payment. WBWCD 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 Responsibility**

- A. Except for the incentive payment, 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.

8. Agreement Recording

- A. The Parties acknowledge and agree that this Agreement will be recorded with the County Recorder in which the Property is located, and this Agreement shall be binding and enforceable against the Participant and any and all subsequent purchasers of the Property. All Such potential subsequent purchases are hereby given notice of the District's right to enforce this Agreement according to its terms.

"Participant"

[Signature] Trustee Date: June 6, 2023

STATE OF Utah
: ss.
COUNTY OF Davis

On the 6 day of June, 2023, before me, Makenzie Matthews
a notary public, personally appeared Kenneth Akema
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.

[Signature]
Notary Public Signature



"District"

By: [Signature] Date: 6/16/23
Its: _____