

**ENTRY NO. 01217432**

03/27/2024 11:50:27 AM B: 2813 P: 0503

Agreement PAGE 1/20

RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 82.00 BY LRH INC



When Recorded, Return To:

Summit County  
P. O. Box 128  
Coalville, UT 84017  
Attn: County Attorney's Office

**LARGE UNDERGROUND WASTEWATER DISPOSAL SYSTEM  
MANAGEMENT & MAINTENANCE AGREEMENT  
FOR THE  
TRAIL RIDGE SUBDIVISION**

THIS LARGE UNDERGROUND WASTEWATER DISPOSAL SYSTEM MANAGEMENT & MAINTENANCE AGREEMENT ("Agreement") is made and entered into as of the 23 day of March, 2024 by and among the EASTERN SUMMIT COUNTY WATER CONSERVANCY SPECIAL SERVICE DISTRICT, a special service district of the State of Utah (the "District"), whose address is 60 North Main Street, PO Box 128, Coalville, Utah 84017 and TRAIL RIDGE PARTNERS LLC, a Utah limited liability company (the "Developer"), whose address is PO Box 171003, Salt Lake City, Utah 84117 and CHERRY COVE OWNERS ASSOCIATION, a Utah non-profit corporation (the "Association"), whose initial address is PO Box 171003, Salt Lake City, Utah 84117. The foregoing are referenced herein either individually as a "Party" or collectively as the "Parties."

**RECITALS**

- A. The Developer is the owner of Summit County Parcel Number(s) NS-227-230 (approximately 337.16 acres) located within Eastern Summit County and more particularly described in Exhibit A, attached hereto and incorporated herein (the "Property"); and
- B. The Developer has applied for and received approval for a Master Planned Development for thirty (30) single family residential home sites on the Property to be recorded as the Trail Ridge Subdivision (the "Project"); and
- C. The Developer has proposed construction of a Large Underground Wastewater Disposal System ("LUWD System") for sewage collection, treatment and disposal to address wastewater management for the Project. The treatment facilities of the LUWD System (including, but not limited to, the primary settling tank, control and maintenance structures, discharge pumps, force mains, and drain fields) shall be located on

Summit County Parcel Number NS-227, which is more particularly described in Exhibit B attached hereto (the "Burdened Parcel") The Burdened Parcel is located adjacent to the Property and is owned by Eagle Properties, L.C., a Utah limited liability company, which is an affiliate of the Developer; and

D. The Association has been established as a Utah non-profit corporation with the Utah Department of Commerce and will conduct the affairs of the homeowners in the Project as it relates to common areas and expenses through authority derived from the recorded Declaration of Covenants, Conditions, and Restrictions for Trail Ridge (the "CC&Rs"), to which all lots in the Project shall be subject. The CC&Rs require the Association and its members to pay all costs associated with the maintenance and operation of the LUWD System. The CC&Rs have been recorded in the Office of the Summit County Recorder (the "Recorder's Office") on MARCH 27, 2024, as Entry No. 1217430 in Book 2813, beginning with Page 446; and

E. Provided that all requirements within this Agreement are met, the District is the "Body Politic" that shall sponsor the LUWD System with the Utah Department of Environmental Quality, Division of Water Quality ("DWQ") which, once constructed, will provide operation and maintenance of the LUWD System for the benefit of the Project and the Association's members. The Association and its members shall be responsible for all costs incurred by the District in performing its duties described herein; and

F. On or about January 25, 2024, DWQ issued that certain "Approval in Concept" Letter for the LUWD System, a copy of which is attached hereto as Exhibit C (the "Approval In Concept Letter"); and

G. Eagle Properties, L.C., the owner of the Burdened Parcel, has granted the District and the Association a perpetual utility easement over and through the Project and the Burdened Parcel for the performance of the maintenance and operation of the LUWD System, which has been recorded in the Recorder's Office on MARCH 27, 24, as Entry Number 1217426 in Book 2813, beginning at Page 419 (the "Burdened Parcel Easement"); and

H. The LUWD System was recommended for approval by the Eastern Summit County Water Conservancy Advisory Board, with final approval granted by the District on JULY 5, 2023, and

I. The purpose of this Agreement is to set forth the rights, duties and responsibilities of the Parties relating to the construction, installation, maintenance, operation, and replacement of the LUWD System.

**NOW, THEREFORE**, the Parties hereto intending to be legally bound, and in consideration of the respective undertakings made and described herein, do agree as follows:

- 1. Design and Engineering of the LUWD System**: The Parties hereby agree that the LUWD System to serve the Project shall be an Orenco Advantex treatment system. The designed wastewater flows shall be hundred (400) gallons per day per lot as required by Utah Rule R317-5-6-1.A, with total estimated wastewater flow capable of treating 12,000 gallons per day of wastewater. The wastewater collection network shall collect and conduct wastewater to a centralized treatment center located on the Burdened Parcel. The Burdened Parcel shall also house a pressurized drain field including both the drain field and the replacement areas (two duplicate systems, in addition to a reserve area as required by Utah Rule R317-5-3.12.) Treated effluent must meet the quality standards as set forth in the Approval in Concept Letter and as required in Utah Rule R317-5-9. Any subsequent changes to the design shall be required to receive the approval of the District and shall be approved in writing by DWQ, as required by the Approval in Concept Letter. All costs associated with the engineering and design of the LUWD System shall be borne by Developer.
- 2. Pre-Construction Permit Requirements**: It shall be the responsibility of Developer to submit a completed Utah Underground Injection Control (UIC) Inventory Information Form to DWQ as required under Utah Rule R317.7. It shall also be the responsibility of Developer to submit a plan of operation to DWQ as listed in Utah Rule R317-3-1.18. The UIC Inventory Information Form and plan of operation shall be submitted to the District for its review and approval prior to submitting to DWQ. All costs associated with the pre-construction permit requirements set forth in this paragraph shall be borne by Developer.
- 3. Construction Permit Requirements**: It shall be the responsibility of Developer to

obtain a construction permit from DWQ prior to beginning any excavation, construction, or installation of the LUWD System. The construction permit application shall meet the requirements set by DWQ as stated in the Approval in Concept Letter. The construction permit application and associated documents shall be submitted to the District for its review and approval prior to submitting to DWQ. All costs associated with the construction permit requirements set forth in this paragraph shall be borne by Developer.

- 4. Construction and Installation of the LUWD System.** Prior to the Developer recording in the Recorder's Office the plat for the Project or conducting any development activity, the Developer shall either complete construction and installation of the LUWD System or post an improvement completion financial assurance for the LUWD System with the District. If Developer elects to post an improvement completion assurance, the Developer shall provide financial assurance for completion of 110% of the estimated costs of construction of the LUWD System (which includes a 10% warranty). The mechanism for the financial assurance shall be agreed to by Developer and the District and may include an irrevocable letter of credit, a cash bond to be escrowed by the District or a third-party escrow agent pursuant to a cash bond escrow agreement, or a performance or surety bond. The Developer shall be solely responsible for the cost, expense and supervision of the construction and installation of the LUWD System up to and including the isolation valve at the point of connection with the lateral sewer line from each lot (lot owners shall be individually responsible for the septic tank and sewer pipes solely servicing their home as outlined in the CC&Rs). Notwithstanding the foregoing, Developer shall coordinate all construction and installation efforts, including but not limited to pre-construction meetings, construction work and supervision of construction and installation with the District, which may, in its sole discretion, attend any aspects of the construction and/or installation of the LUWD System. Upon completion of the LUWD System construction and installation, the Developer shall be responsible for obtaining an inspection and approval of the LUWD System from DWQ. Once the Developer has obtained approval of the LUWD System from DWQ, the Developer shall provide notice thereof to the District who shall also inspect the same for approval of

any release of the financial assurance by the District to the Developer.

5. **Ownership of the LUWD System:** The final subdivision plat for the Project and associated with the LUWD System shall include plat notes consistent with the following:

a. **Centralized LUWD System Treatment Facilities:** The LUWD System treatment facility is located on the Burdened Parcel, located adjacent to and outside of the Project boundaries. The District shall own the centralized LUWD System treatment facilities and associated appurtenances including, but not limited to, primary settling tank, control and maintenance structures, discharge pumps, force mains, drain fields and manholes located on the Burdened Parcel. Pursuant to the Burdened Parcel Easement, the District and the Association hold a perpetual utility easement ("PUE") over and through the Project and the Burdened Parcel required for access, installation, operation and maintenance of the centralized LUWD System treatment facilities and associated appurtenances, including any required access roads and parking areas that are located outside of the Project and its recorded subdivision plat. The Burdened Parcel Easement also includes the area set aside for the location of additional drain field reserve areas.

b. **Infrastructure Tributary to the Centralized LUWD System Treatment Facility:** All sewer mains and appurtenances including, but not limited to, manholes and shared laterals shall be owned by the District and will be located within the PUEs and/or sanitary sewer easement identified on the Project plats. An isolation valve, located within the PUE, will be placed on the lateral serving each lot.

c. **Infrastructure Located on Lots:** The Developer or Developer's successors-in-interest shall own and shall be responsible for the installation of the building sewer, building sewer cleanout(s), septic tank, lateral, and lateral connection located on the individual lots and upstream of the isolation valve in the PUE. Prior to issuance of a certificate of occupancy, Developer or Developer's successors in interest shall record perpetual easements for maintenance and

inspection from the existing PUE up to and including the septic tank and cleanout between the tank and the building foundation. The Health Department shall approve the location, size and type of septic tank to be installed on each lot. The requirement set forth in this subsection shall be included within the CC&Rs for the Project.

**6. Operation, Maintenance and Management.**

**a. District Responsibilities:**

i. **Certified Operator Requirements.** The District shall be responsible for overseeing the day-to-day operations of the LUWD System. The District shall hire a "Certified Operator" ("CO") to handle the scheduled maintenance of the LUWD System, which includes the following:

1. Quarterly inspections of the LUWDS System and equipment that meets the requirements of the DWQ. The CO will report the results of each inspection, together with any associated lab results, to DWQ, the District, and the Association. The facilities will be equipped with cellular telemetry that will provide real time information on the system and will notify the CO and the District if there are any warning indicators. The inspection shall include the following:

- a. Visually Inspect Tank Liquid Levels
- b. Check Biotube Effluent Filters; Clean as Required
- c. Record Elapsed Time Meters and Event Counters for All Pumps
- d. Inspect Spin Nozzles; Clean as Required
- e. Confirm Proper Operation of Automatic Distributing Valve
- f. Sample Influent and Effluent and transport to testing lab
- g. Review Influent and effluent quality lab reports
- h. Confirm and Record Pump Voltages and Amperage
- i. Inspect Distribution of Effluent in AX-Max Units; Clean as Required
- j. Inspect and record water level, if any, at drain field observation ports

2. Annual inspection of the septic tank and effluent filter located on each lot within the Project, including filter cleaning.

3. All inspection, sampling, and reporting requirements set forth in Utah Rule R317-5-9 and R317-5-10

4. Coordination with the Association and the District to handle emergency repairs and maintenance.

ii. Sponsorship as a Body Politic. The District shall provide oversight and supervision of the LUWD System. The rights and duties of the District relating to the LUWD System and to the District's operation and maintenance thereof shall be governed by the State's description of the rights and responsibilities of a Body Politic as such are currently defined by Utah Law and as such may be hereafter amended from time to time. The Association agrees to be bound by the requirements and recommendations which the District shall make to the Association in connection with the District's agreement with the State of Utah to act as the Body Politic for the LUWD System. Any cost of maintenance, upgrade, repair or operation which is reasonably required by the District in its capacity as the Body Politic over the LUWD System shall be borne by the Association as set forth above. The District shall have no financial responsibility relating to the LUWD System except for routine inspections. If the District imposes conditions upon the Association which the Association fails to reasonably implement, the District has the right, but not the duty, to incur the expense of implementation thereof and to recover the costs of said implementation from the Association and to take any other action permitted by law to recover said costs, including placing a lien upon the individual lots contained within the Project.

**b. Developer Responsibilities:**

i. Lateral Lines and Septic Tanks. Maintenance of the lateral lines and septic tank between each home and the connection point with the main line shall be the responsibility of Developer or Developer's successors-in-interest as set forth in the CC&Rs. If the Association incurs maintenance costs for facilities located on each lot, then the Association

shall assess each lot owner for such costs including, but not limited to, effluent filter replacement and tank pumping. All other maintenance and repair costs will be equitably assessed to all lots within the subdivision, together with their regular Association assessments, as set forth in the CC&Rs.

ii. Costs and Fees. The Association will pay all overhead costs, CO costs, maintenance costs, and septic tank pumping charges related to the LUWD System. Said charges shall be billed by the District, on a periodic basis determined by the District, to the Association, which shall then assess each lot within the Project for all of the costs directly attributable to each lot, including but not limited to effluent filter replacement and tank pumping. All other costs will be common expenses that will be equally assessed to all lots within the Project as part of regular assessments. The Parties understand and agree that as the LUWD System is under the jurisdiction of the District, which is a special service district within the State of Utah, the District has the power to collect fees and lien property in the event such fees remain unpaid.

iii. Reserve Fund. The Developer and/or the Association shall establish, maintain and replenish a reserve fund in the initial amount of twenty thousand dollars and no cents (\$20,000.00). The reserve fund shall be established prior to or upon final LUWD System inspection and approval and shall be utilized for the express purpose of funding ongoing repairs, improvements, and potential catastrophes to those portions of the LUWD System owned by the District. The District shall also have the right to include an on-going, periodic reserve fund assessment to the Association for each lot, in order to augment the reserve fund over time to assist in the ongoing maintenance and replacement costs of the LUWD System. The minimum reserve fund balance shall be reviewed by the District on an annual basis and may be revised, consistent with Utah law, by the District as deemed necessary.



The reserve fund shall be maintained in an account acceptable to the District, and the District shall have access to the reserve fund to provide any maintenance, repairs, or improvements to the LUWD System that, in the opinion of the District, are deemed necessary.

**7. Future Connectivity to Public Sewer.** Developer understands and agrees that the LUWD System may be discontinued by the District and the Project may be required to connect to a public sewer system if the provisions of Summit County Code, Title 2, Chapter 20, Section 11 are met. If the LUWD System is discontinued, the District will terminate any interest it may have on the Burdened Parcel. The LUWD is designed to be large enough to accommodate the connections for each lot in the Project, plus additional connections from future residential development east of the Project. Subject to obtaining approval from Summit County as the land use authority, which approval is not hereby deemed given, Developer shall have the right to connect additional homes or parcels to the LUWD System so long as the Developer pays all associated costs associated with expanding the LUWD System, and the District and DWQ determine that such connections will not unreasonably impair the LUWD System to continue to operate as designed or intended.

**8. Conformance with Governmental Requirements.** The Developer and Association hereby warrant and agree that the LUWD System shall be constructed and maintained in conformance with the requirements set forth by the District, DWQ, and all other applicable governmental laws and requirements, and that all respective uses of the LUWD System shall be in conformance with all applicable federal, state, county and municipal laws, ordinances, regulations and requirements.

**9. Indemnification.** Developer shall indemnify, defend, and hold harmless the District and its affiliates, members, managers, agents, employees, contractors, and representatives for, from, and against all claims, damages, expenses (including without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities, and judgments on account of injury to persons, loss of life, or damage to property resulting from the negligent or willful act or omission of the Developer or its members, except to the extent such claims are due solely to the gross

negligence or willful act or omission of the District.

10. **Waivers.** No waiver of any requirements, breach or default shall constitute a waiver of any other requirement, breach or default, whether of the same or any other covenant or conditions. No waiver, benefit, privilege or service voluntarily given or performed by either Party shall give the other any contractual right by custom, estoppel, or otherwise.

11. **Entire Agreement.** This Agreement, together with the recitals above and any exhibits attached hereto, contains the entire agreement between the Parties relative to the operation and use of sewer system. No promise, representation, warranty or covenant not included in this Agreement shall be binding upon the Parties unless reduced to writing and signed by each Party.

12. **Recordation.** This Agreement shall be recorded in the Recorder's Office against the Property and the Burdened Parcel contemporaneous with recordation of the subdivision plat associated with the Project.

13. **Amendment.** No subsequent amendment or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by each Party.

14. **Notices.** Any notice, demand, request, consent, approval or other communication to be given by one Party to the other shall be given by; hand delivery, confirmed overnight mail or by mailing in the United States mail, certified or registered, addressed to the applicable Party at the addresses shown at the beginning of this Agreement. Any such notice shall be deemed to have been given (i) upon delivery, if personally delivered or delivered by any form of Federal Express\overnight delivery service, or (ii) if mailed, upon receipt. Either Party may change the address at which it desires to receive notice upon giving written notice of such request to the other Party.

15. **Successors and Assigns; Survival.** This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors, assigns and nominees. All covenants, representations and warranties contained herein shall survive the closing of any transfer or sale of the Project property or the property in which the LUWD treatment facilities are located.

16. **Agreement Shall Run with the Land.** This Agreement shall run with the land as to all property benefitted and burdened thereby as described in Exhibit A and Exhibit B.

including any partition or division of such property. The rights, covenants and obligations contained in this Agreement shall bind, burden, and benefit the Association and its members.

17. **Governing Law.** This Agreement shall be governed by, interpreted under, and enforced in accordance with, the laws of the State of Utah applicable to agreements made and to be performed wholly within the State of Utah.

18. **Execution of Other Documents; Compliance with Regulations.** The Parties hereto will do all other things and will execute all documents which are necessary for the construction and operations of the system contemplated hereby. Furthermore, the Parties will comply at their own expense with all applicable laws and governmental regulation required for the District's or Summit County's approval of the Project.

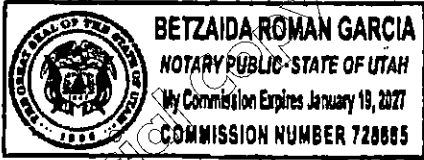
19. **No Joint Venture.** The Parties understand, acknowledge and agree that this Agreement shall not constitute nor be regarded as joint venture agreement and that the Parties shall not be regarded in any manner whatsoever as partners or joint venturers in connection with the property or the transactions contemplated hereunder. The Parties are responsible for their respective tax, liability, and business consequences resulting from said cooperation.

20. **Captions.** The captions of the various paragraphs of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content, or intent of this Agreement or of any part of this Agreement.

21. **Partial Invalidity.** If any term of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

22. **Warranty of Authority.** The individuals signing this Agreement for the Parties each grants, by their signature, that they have full authority to enter into this Agreement on behalf of the Party for whom signs.

IN WITNESS WHEREOF, the Developer has signed this Agreement this 22 day of JANUARY, 2024 and consents to its terms, restrictions and obligations.



**DEVELOPER:**

**Trail Ridge Partners LLC**

By: [Signature]

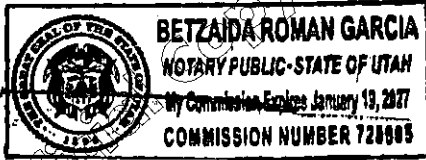
Brett Hollberg, Manager

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On the 22 day of JANUARY, 2024, personally appeared before me Brett Hollberg, who by me being duly sworn, did say that he is an authorized representative of Trail Ridge Partners LLC, a Utah limited liability company, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: [Signature]

IN WITNESS WHEREOF, the Association has signed this Agreement this 22 day of JANUARY, 2024 and consents to its terms, restrictions and obligations.



**CHERRY RIDGE OWNERS ASSOCIATION,**  
a Utah nonprofit corporation

By: [Signature]

Brett Hollberg, President

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF SALT LAKE )

On the 27 day of JANUARY, 2024, personally appeared before me Brett Hollberg, who by me being duly sworn, did say that he is an authorized representative of Cherry Cove Owners Association, and that the foregoing instrument is signed on behalf of said corporation and executed with all necessary authority.

Notary Public: [Signature]

Unofficial copy

IN WITNESS WHEREOF, the District has signed this Agreement this 25 day of July, 2024<sup>23</sup> and consents to its terms, restrictions and obligations.

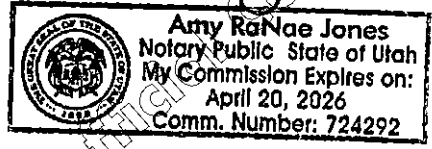
**EASTERN SUMMIT COUNTY WATER CONSERVANCY SPECIAL SERVICE DISTRICT**

By: [Signature]  
Name: Malena Stevens  
Title: Summit County Vice Chair

STATE OF UTAH )  
COUNTY OF Summit ) ss.

On the 25 day of July, 2024<sup>23</sup>, personally appeared before me Amy R. Jones, who by me being duly sworn, did say that she/he is an authorized representative of Eastern Summit County Water Conservancy Special Service District, a special service district of the State of Utah, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: [Signature]



Approved as to form  
Summit County Attorney  
By [Signature]

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROJECT**

Lots 1 through 30 of **TRAIL RIDGE SUBDIVISION**, according to the official plat on file in the office of the Summit County Recorder.

(Parcel Numbers for individual lots not yet assigned)

More particularly described as:

A portion of land located in Sections 22 & 21, Township 1 North, Range 5 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as North 89°49'27" East between the North 1/4 Corner and the Northeast Corner of said Section 21, described as follows:

Beginning at the North 1/4 Corner of Section 21, Township 1 North, Range 5 East, Salt Lake Base and Meridian, and running thence North 89°49'09" East 1328.85 feet along the section line to the northwest corner of the Cherry Canyon Ranch Subdivision; thence South 00°01'23" East 1317.56 feet along the westerly line of Cherry Canyon Ranch Subdivision to a rebar with cap stamped B&W; thence South 00°01'35" West 1317.90 feet to the east-west 1/4 section line; thence North 89°40'41" East 1336.86 feet to the West 1/4 Corner of Section 22; thence North 88°57'47" East 1255.58 feet along the east-west 1/4 section line of Section 22; thence North 00°46'45" West 1317.26 feet along the 1/16 line to a rebar with cap stamped Epic Engineering; thence North 88°54'18" East 1240.72 feet along the 1/16 line; thence North 01°25'31" West 1318.54 feet along the north-south 1/4 section line to the North 1/4 Corner of Section 22; thence North 88°49'56" East 1225.82 feet along the section line; thence South 01°28'35" East 1319.95 feet along the 1/16 line; thence South 88°53'52" West 660.00 feet along the 1/16 line; thence South 01°28'35" East 660.00 feet; thence North 88°53'52" East 660.00 feet; thence South 01°28'35" East 659.95 feet along the 1/16 line; thence South 02°38'09" East 1308.76 feet along the 1/16 line; thence South 88°35'17" West 1255.81 feet along the 1/16 line; thence South 88°55'05" West 1271.36 feet along the 1/16 line; thence South 88°55'05" West 1271.36 feet along the 1/16 line to the westerly line of Section 22; thence South 89°37'46" West 1339.51 feet along the 1/16 line; thence North 00°03'40" East 1319.81 feet along the 1/16 line to the east-west 1/4 section line of Section 21; thence South 89°40'41" West 1336.86 feet along said line; thence North 0°10'31" East 2638.78 feet along the north-south 1/4 section line to the point of beginning.

Excluding therefrom Parcels A, A-1, A-2, C & D.

**EXHIBIT B**

**LEGAL DESCRIPTION OF BURDENED PARCEL**

**THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN**

**CONT 40.0 AC M/L**

**Parcel Number: NS-227**



EXHIBIT C

APPROVAL IN CONCEPT LETTER



State of Utah

SPENCER J. COX  
Governor

DEIDRE HENDERSON  
Lieutenant Governor

Department of  
Environmental Quality

Kimberly D. Shelley  
Executive Director

DIVISION OF WATER QUALITY  
John K. Mackey, P.E.  
Director

Eastern Summit County Water Conservancy Creek SSD  
ATTN: NATHAN BROOKS  
c/o Summit County Health Department  
650 Round Valley Drive  
Park City, Utah 84060  
(nbrooks@summitcounty.org)

Subject: **Approval-in-Concept 2<sup>nd</sup> Extension Letter** – Trail Ridge Subdivision (East of  
Wanship; Summit County parcels NS-227, NS-228, NS-229, and NS-230) - Large  
Underground Wastewater Disposal System (LUWDS)

Dear Nathan:

On August 24, 2021, the Division of Water Quality (Division) issued an approval-in-concept<sup>1</sup> for the subject project to be located East of Wanship, Utah. The Division received a request<sup>2</sup> from Gus Sharry, P.E. of Canyon Engineering, on January 25, 2024 to extend the expiration date of the approval-in-concept for the subject project. The Division hereby extends the expiration date of the approval-in-concept for the subject project until no later than January 25, 2025. All conditions and requirements listed in the original approval-in-concept document remain in effect. Please call or email me at (385) 501-9580 or [rbeers@utah.gov](mailto:rbeers@utah.gov) if I can be of any further assistance.

Sincerely,

Robert R. Beers, MBA, EHS  
DWQ Engineering Section

Enclosure: Trail Ridge Subdivision Approval-in-Concept (DWQ-2021-15842)

<sup>1</sup> DWQ-2021-015842  
<sup>2</sup> DWQ-2024-000533



State of Utah

SPENCER J. COX  
Governor

DEIDRE HENDERSON  
Lieutenant Governor

Department of  
Environmental Quality

Kimberly D. Shelley  
Executive Director

DIVISION OF WATER QUALITY  
Erica Brown Gaddis, PhD  
Director

August 24, 2021

**VIA EMAIL**  
**READ RECEIPT REQUESTED**

ATTN: TOM FISHER  
ESAC  
c/o Summit County Health Department  
650 Round Valley Drive  
Park City, UT 84060

**Subject: Approval-in-Concept – Trail Ridge Subdivision Large Underground Wastewater Disposal System (LUWDS) – Summit County Tax ID Numbers NS-227 - NS-230**

Dear Mr. Fisher:

The Utah Department of Environmental Quality, Division of Water Quality (DWO) has reviewed the engineering report prepared by Gus Sharry, of Canyon Engineering, for a LUWDS to serve a real estate development for a total of 30 residential connections for this project. Proposed cumulative wastewater discharge flows of 12,000 gallons per day for this project place review and permitting authority under the Division of Water Quality. An Approval-in-Concept, as constituted by this letter, is issued subject to the following conditions:

1. This Concept-in-Approval is for a LUWDS with the following characteristics:

- The LUWDS shall be managed under the sponsorship of the Eastern Summit County Water Conservancy Special Service District (ESAC);
- The LUWDS shall be designed to serve 30 residential connections;
- Designed wastewater flows shall be 400 gallons per day per residence as required in R317-5-6.1.A, with total estimated wastewater flow of 12,000 gallons per day;
- Wastewater collection network shall collect and conduct wastewater to a centralized treatment system;
- An Orenco Advantex treatment system capable of treating 12,000 gallons per day of wastewater; and

- Pressurized drainfield including both the drainfield and the replacement areas (two duplicate systems), in addition to a suitable reserve area shall be required as described in R317-5-3.12.
2. Any changes to the design criteria described above shall be approved in writing by DWQ.
  3. Soil data gathered in 2019 is within the general area of the proposed system and may be used for drain field sizing and placement. Test pit locations are appropriate and are of sufficient number for the initial and replacement drain field areas. Any relocation or changes to drain field areas may require additional soil testing if deemed necessary by the Director.
  4. Orenco media filter treatment units shall be installed under this permit to treat septic tank effluent. Treated effluent must meet the following quality standards; Turbidity  $\leq 20$  NTU, BOD<sub>5</sub>  $\leq 25$  mg/L (or COD  $\leq 75$  mg/L), and TSS  $\leq 25$  mg/L, as required in R317-5-9.
  5. Sponsorship proposed constitutes a management district. Eastern Summit County Water Conservancy Special Service District (ESAC) shall acknowledge, in a written document, its sponsorship and ownership of the LUWDS and ESAC's responsibilities for operation, maintenance, repairs, inspections, reporting, and sampling, and record keeping as required in R317-5-9 and R317-5-10.
  6. A plan of operation, as listed in R317-3-1.1.8, shall be required to be submitted to DWQ as a condition of any construction permit.
  7. ESAC shall submit a completed Utah Underground Injection Control (UIC) Inventory Information Form for UIC-Regulated Domestic Wastewater Disposal Systems as required in R317-7 as a condition of any LUWDS construction permit. This form is available online at <https://deq.utah.gov/legacy/programs/water-quality/utah-underground-injection-control/index.htm>. Please contact Brianna Ariotti, of DWQ, by telephone at (801) 536-4351 for more information.
  8. ESAC shall obtain a construction permit before beginning any excavation, construction, or installation of equipment. A construction permit application, consisting of an engineering report and design calculations, engineering plans and specifications, shall be submitted for DWQ review and issuance of a construction permit. The following shall be incorporated in the construction permit application:
    - All plans and design reports shall meet the applicable requirements of R317-3 and R317-5 and shall be submitted by the managing political entity, ESAC.
    - Detailed plans for the wastewater collection system and collection pipe network, in accordance with R317-3-2, shall be submitted. Hydraulic calculations for the collection system shall be furnished with the plans submittal;
    - Detailed plans and design reports for an Orenco Advantex treatment system capable of treating 12,000 gallons of wastewater per day shall be submitted and approved prior to beginning any construction. The wastewater effluent loading rate to the treatment system may not exceed 30 gallons per day per square foot. Plans and specifications for a flow meter that monitors and records daily wastewater flows to the treatment system shall be required. Such plans shall include appropriate hydraulic calculations and design specifications;

- Engineering plans and specifications for a pressurized drain field including both the drain field and the replacement area (two duplicate systems) shall be required. Include appropriate hydraulic calculations with the engineering report;
  - Suitable land for a reserve area shall be designated and shown on system plans as required in R317-5-3.12.
9. A detailed operation and maintenance manual shall be required to provide detailed instructions and a schedule for Orenco AdvanTex media filter treatment system operation, maintenance, and equipment inspection.
  10. Once the LUWDS is installed, inspected, and an operating permit has been issued, ESAC shall comply with ongoing operation and maintenance, inspection, sampling, and reporting requirements listed in R317-5-9 and R317-5-10.
  11. This Approval-in-Concept is not a construction permit or a permit to operate. No construction may begin until plans and design specifications are approved and a construction permit is issued by DWQ. The issuance of this Approval-in-Concept does not relieve the system owner or the owner's agent, in any way, of any obligations to comply with all applicable regulatory requirements, or obtaining applicable permits from other agencies. We recommend you contact Nathan Brooks, Summit County Health Department (435) 333-1585, for compliance with local requirements.

This Concept-in-Approval shall expire one year after the issue date, unless plans and specifications for a construction permit have been submitted to DWQ. The Director may require additional information or that plans, design reports, and specifications be resubmitted if a Concept-in-Approval letter has expired or an applicant fails to make substantial progress toward obtaining a construction permit.

Please submit design plans and specifications that incorporate the comments and any changes indicated above as referenced in R317-5-5. Two full sets of plans, specifications, calculations, and engineering reports that are sealed, signed, and dated by a professional engineer and Level 3 certified onsite professional shall be submitted for review and issuance of a construction permit.

Please call me at (801) 536-4380 or email me at [rbeers@utah.gov](mailto:rbeers@utah.gov) if you have any questions regarding this letter or need any additional information.

Sincerely,



Robert R. Beers, MBA, EHS  
Engineering Section

RB:cjh

Cc: Via Email  
Nathan Brooks, Summit County Health Department  
Gus Sharry, Canyon Engineering  
Brett Hollberg, LRH, Inc.

File: P:\WQ\DWQ\Databases\LargeUndergroundSystemDatabase\Project Documents\Canyon Meadows

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