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DOC # 20120017886

Agreement Page 1 of 6
Russell Shirts Washington County Recorder
05/31/2012 10:36:42 AM Fee \$ 0.00
By WASHINGTON COUNTY WATER CONSERV DIST



When Recorded Return To:

Washington County Water Conservancy District
533 E. Waterworks Drive
St. George, Utah 84770

PETITION FOR APPROVAL OF ONSITE WASTEWATER SYSTEM ON SINGLE LOT/PARCEL AND AGREEMENT BETWEEN THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT AND OWNER OF PROPERTY IN THE UNINCORPORATED AREA OF WASHINGTON COUNTY, UTAH

Parcel Number:

1021-A-Z-HV

Legal Description or see Exhibit "A" attached:

SPILSBURY LAND & Livestock

Property Owner's Name (Individual/Corporation/Partnership/Trust)

2514 W. SPILSBURY CT
Mailing Address

Hurricane UT 84737
Area, State, Zip

435 635 8773
Telephone Number

Fax Number/Email Address

Petitioner, who owns the above-described property and desires to construct and install an onsite wastewater system on the single lot/parcel described above, hereby consents and agrees as follows:

1. Petitioner hereby covenants and warrants that he/she is the owner of record of the real property described herein, located in Washington County, Utah.
2. Petitioner represents that the property is now, and in the future shall be, used as a single lot/parcel.
3. Sewer service for the property through an existing sewer system, or other wastewater treatment facility or system approved or operated by Washington County Water Conservancy District (WCWCD), is currently unavailable, requiring the construction and installation of an onsite wastewater system on the property.

4. The onsite wastewater system to be constructed shall be:
 - a. A conventional system consisting of a building sewer, a septic tank, and an absorption system, or
 - b. An alternate system more particularly described as follows: N/A
5. Petitioner shall abide by the rules and regulations now and hereafter adopted by the WCWCD.
6. Petitioner shall obtain all necessary approvals from the Southwest Utah Public Health Department.
7. Petitioner shall pay all fees in accordance with the currently applicable fee schedule, which may be adjusted from time-to-time by the WCWCD.
8. Petitioner shall at all times construct, operate and maintain, repair and replace said onsite wastewater system at Petitioner's sole expense according to specifications approved by WCWCD.
9. At such time that sewer service becomes available through a sewer system, or other wastewater treatment facility or system approved or operated by WCWCD, within 300 feet of the property, Petitioner shall, within 60 days of the date of such extension:
 - a. pay to WCWCD the applicable impact fee, and
 - b. connect the building sewer on the property to the sewer system, or other wastewater treatment facility or system approved or operated by WCWCD.
10. WCWCD has the right, at any time, without notice, to enter onto Petitioner's property to inspect the sewer system to inspect, observe, measure, sample, and test said system in accordance with the WCWCD's rules and regulations.
11. The terms and conditions specified in this Petition shall inure to the benefit of and shall run with the property, and shall be binding upon the parties hereto, their heirs, successors and assigns who hereafter shall acquire an equitable or legal ownership interest in said property.
12. Any person in violation or breach of the WCWCD's rules and regulations shall be responsible and liable to pay all costs and expenses incurred by the WCWCD in the enforcement of said term or condition including court costs and a reasonable attorney's fee, and agrees that any fees, costs and expenses not paid when due shall constitute a lien on the real property served and authorizes the recording of this Agreement as a notice of lien for any such fees, costs and expenses.

13. If Petitioner is a corporation, partnership, trust or other entity, the undersigned individual, signing for the Petitioner, personally guarantees performance of all obligations set forth in this Petition.

14. Petitioner shall be bound by the provisions of the Utah Water Conservancy District Act. Nothing contained herein shall be construed to exempt Petitioner from paying taxes levied pursuant thereto. Insofar as authorized by law, the WCWCD may elect to have fees and charges assessed and collected annually as part of the annual property tax collection and shall be entitled to a tax lien therefor. Petitioner must protest any bill in writing within fifteen (15) days of its postmark date, or the protest is waived.

15. Each individual executing this Agreement does represent and warrant that he/she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he/she so signs.

16. Upon written acceptance by the WCWCD, this Petition will establish the Agreement governing the rights and obligations between the Petitioner and the WCWCD concerning the wastewater service described herein.

17. If annexation to any municipality is proposed, Petitioner hereby consents to said annexation.

18. If any portion of this Agreement shall be held invalid or inoperative, then insofar as is reasonable and possible:

- a. The remainder of this Agreement shall be considered valid and operative, and
- b. Effect shall be given to the intent manifested by the portion held invalid or inoperative.

19. The waiver by the WCWCD of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement. Any waiver shall be in writing and signed by the WCWCD.

SIGNATURES ON SUCCEEDING PAGE

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PETITIONER'S SIGNATURE and ACKNOWLEDGMENT

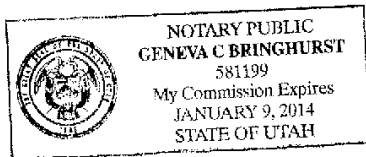
CORPORATION/PARTNERSHIP

5-22-12
Date

Spilsbury Land & Livestock
Corporation/Partnership Name-Petitioner
General Partner
Title
Bette Lu Spilsbury
Signature

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

On the 22 day of May, 2012, personally appeared before me
Bette Lu Spilsbury (NAME), General Partner (TITLE)
of Spilsbury Land & Livestock (CORPORATION/PARTNERSHIP), who
acknowledged to me that he/she executed the foregoing instrument on behalf of the
Corporation/Partnership, by appropriate authority, and that the document was the act of the
Corporation/Partnership for its stated purpose.



Geneva C Bringham
NOTARY PUBLIC

5/30/12
Date

King B. S
Accepted by WCWCD

Exhibit A

Account 0148570

Location	Owner	Value				
Account Number 0148570	Name SPILSBURY LAND & LIVESTOCK	Market (2012)	\$681,849			
Parcel Number 1021-A-2-HV	Additional Names C/O: SPILSBURY TED	Taxable	\$170,295			
Tax District 47 - Hurricane Valley Fire SSD	110 S BLUFF ST	Tax Area: 47	Tax Rate: 0.012417			
Situs ,	SAINT GEORGE, UT 84770-3333	Type	Actual	Assessed	Acres	
Acres 248.69		Non				
Legal S: 26 T: 38S R: 11W BEGINNING AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 38 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE SOUTH 00*04'20 WEST 5302.33 MORE OR LESS TO THE SOUTHEAST CORNER OF SAID SECTION, THENCE SOUTH 89*05'06" WEST 283.35 FEET; THENCE NORTH 54*01'43" WEST 316.88 FEET; THENCE NORTHWESTERLY 279.95 FEET ALONG AN ARC OF A 1,560.06 FEET RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 34*30'22" EAST LONG CHORD BEARS NORTH 50*21'11" WEST 279.58 FEET WITH A CENTRAL ANGLE OF 10*16'54"); THENCE NORTH 45*09'46" WEST 259.87 FEET; THENCE NORTH 45*09'46" WEST 198.37 FEET; THENCE NORTHWESTERLY 73.80 FEET ALONG AN ARC OF A 800.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 44*50'14" WEST LONG CHORD BEARS NORTH 47*48'20" WEST 73.77 FEET WITH A CENTRAL ANGLE OF 05*17'08"); THENCE NORTH 50*26'54" WEST 382.05 FEET; THENCE NORTHWESTERLY 179.01 FEET ALONG AN ARC OF A 340.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 39*33'06" EAST LONG CHORD BEARS NORTH 35*21'55" WEST 176.95 FEET WITH A CENTRAL ANGLE OF 30*09'58"; THENCE NORTH 20*16'56" WEST 1,059.30 FEET; THENCE NORTHERLY 156.50 FEET ALONG AN ARC OF A 2,200.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 69*43'04" WEST LONG CHORD BEARS NORTH 22*19'13" WEST 156.47 FEET WITH A CENTRAL ANGLE OF 04*04'33"); THENCE NORTH 24*21'29" WEST 843.85 FEET; THENCE NORTHERLY 49.02 FEET ALONG AN ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 65*38'31" EAST LONG CHORD BEARS NOTH 10*18'55" WEST 48.53 FEET WITH A CENTRAL ANGLE OF 28*05'09"; THENCE NORTH 03*43'41" EAST 333.75 FEET; THENCE NORTHERLY 55.22 FEET ALONG AN ARC OF A 145.00 RADIUS CURVE TO THE RIGHT (CENTER BEARS		Primary	\$163,800	\$163,800	2.000	
		Improved				
		Farm				
		Land	\$518,049	\$6,495	246.690	
		FAA				

SOUTH 86°16'19" EAST LONG CHORD
BEARS NORTH 14°38'19" EAST 54.89
FEET WITH A CENTRAL ANGLE OF
21°49'16"); THENCE NORTHERLY 146.84
FEET ALONG AN ARC OF A 147.43 FOOT
RADIUS CURVE TO THE LEFT (CENTER
BEARS NORTH 64°58'30" WEST LONG
CHORD BEARS NORTH 03°30'33" WEST
140.85 FEET WITH A CENTRAL ANGLE
OF 57°04'05"); THENCE NORTH 32°34'03"
WEST 35.25 FEET; THENCE NORTH
32°34'03" WEST 495.20 FEET; THENCE
NORTHWESTERLY 374.48 FEET ALONG
AN ARC OF A 475.00 FOOT RADIUS
CURVE TO THE LEFT (CENTER BEARS
SOUTH 57°25'57" WEST LONG CHORD
BEARS NORTH 55°09'10" WEST 364.85
FEET WITH A CENTRAL ANGLE OF
45°10'13"); THENCE NORTH 77°44'17"
WEST 135.68 FEET; THENCE
NORTHWESTERLY 133.42 FEET ALONG
AN ARC OF A 310.00 FOOT RADIUS
CURVE TO THE RIGHT (CENTER BEARS
NORTH 12°15'43" EAST LONG CHORD
BEARS NORTH 65°24'29" WEST 132.40
FEET WITH A CENTRAL ANGLE OF
24°39'37"); THENCE SOUTH 86°09'40"
EAST 164.35 FEET; THENCE NORTH
05°20'40" WEST 503.90 FEET; THENCE
NORTH 08°09'40" WEST 235.40 FEET;
THENCE NORTH 11°55'40" WEST 246.60
FEET; THENCE SOUTH 89°55'40" EAST
3,100.00 FEET MORE OR LESS TO THE
POB.

Child Accounts 0737349

Child Parcels 1019-A-10

Parent Accounts 0148489

0676190

0697501

0737349

0795635

Parent Parcels 1019-A-1-HV

1019-A-8-HV

1019-A-9-HV

1019-A-10-HV

1019-A-11-HV

Transfers

Entry Number	Recording Date
<u>20110026173</u>	<u>08/29/2011 11:37:36 AM</u>
<u>20110000235</u>	<u>01/04/2011 09:18:39 AM</u>
<u>20100043974</u>	<u>12/30/2010 10:52:48 AM</u>
<u>20100006648</u>	<u>03/01/2010 04:23:46 PM</u>
<u>20100006647</u>	<u>03/01/2010 04:23:46 PM</u>
<u>00286607</u>	<u>12/30/1985 01:50:00 AM</u>

B: 398 P: 22

Images

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