

6  
DOC # 20170004937

Agreement Page 1 of 6  
Russell Shirts Washington County Recorder  
02/02/2017 02:48:38 PM 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 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:

Legal Description or see Exhibit "A" attached:

DVA-45-A-1-DA

Victoria Barrett / Ginger Aildredge

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

1215 W. Emerald Dr.

Mailing Address

Diamond Valley, UT. 84770

Area, State, Zip

435-590-6500

Telephone Number

aildredge@dixie.edu

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 a wastewater system on the property.

4. The wastewater system to be constructed shall be:
  - ☒ A conventional system consisting of a building sewer, a septic tank, and an absorption system, or
  - ☐ An alternate wastewater system approved by the state of Utah with a guaranteed effluent of not more than 10 ppm of nitrates at discharge.
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 represents that there will be no use of the wastewater system that is inconsistent with normal residential uses.
9. Petitioner shall at all times construct, operate and maintain, repair and replace said wastewater system at Petitioner's sole expense according to specifications approved by WCWCD.
10. 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.
11. 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 or, in the alternative, to require Petitioner to test and provide copies of test results to the WCWCD or, in the alternative, to require Petitioner to test and provide copies of test results to the WCWCD. In the event testing shows that an alternate wastewater system is not meeting the requirements set forth herein, additional treatment may be required.
12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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

19. 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.

20. 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**

/

/

/

**PETITIONER'S SIGNATURE and ACKNOWLEDGMENT**

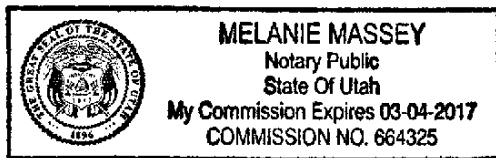
**INDIVIDUAL**

1-30-17  
Date

*Ginger Aldredge*  
PROPERTY OWNER-PETITIONER  
Ginger Aldredge  
PRINTED NAME

STATE OF UTAH )  
: ss.  
COUNTY OF WASHINGTON)

On the 30 day of Jan., 20 17, personally appeared before me  
Ginger Aldredge and acknowledged to me that he/she executed the foregoing  
instrument.



*[Signature]*  
NOTARY PUBLIC

1-30-17  
Date

*Jane B. [Signature]*  
Accepted by WCWCD

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot(s) 45, Diamond Valley Acres  
Subdivision, Phase 1, as per plat thereof recorded in the office of the Washington  
County Recorder, State of Utah.

## Account 0223803

Location	Owner	Value
Account Number 0223803	Name BARRETT VICTORIA	Market (2016) \$294,400
Parcel Number DVA-45-A-1-DA	2108 DARBY DAN CT	Taxable \$167,500
Tax District 53 - Diamond Valley Fire SSD	GRANBURY, TX 76049	Tax Area: 34 Tax Rate: 0.010282
Acres 2.91		Type Actual Assessed Acres
Situs 1215 W EMERALD DR , DIAMOND VALLEY		Primary \$282,000 \$155,100 1.000
Legal Subdivision: DIAMOND VALLEY ACRES (-) Lot: 45 AND:- Lot: 46 ALSO: BEG SE COR LOT 43 N85*12'16 W 928.46 FT FM SE COR SEC 35 T40S R16W TH S86*54' W 165.62 FT; TH N11*32'47 W 106.60 FT TO SW COR LOT 45 DVA SUB; TH S89*48'08 E 181.58 FT; TH S03*06' E 95 FT TO POB		Non Primary \$12,400 \$12,400 1.910
Parent Accounts 0223787		Land
Parent Parcels DVA-43		
Child Accounts		
Child Parcels		
Sibling Accounts		
Sibling Parcels		

### Transfers

Entry Number	Recording Date	
<u>00165314</u>	<u>01/29/1975 09:45:00 AM</u>	
<u>00261217</u>	<u>05/08/1984 10:46:00 AM</u>	B: 349 P: 58
<u>00261218</u>	<u>05/08/1984 10:48:00 AM</u>	B: 349 P: 59
<u>00261909</u>	<u>05/25/1984 10:20:00 AM</u>	B: 350 P: 300
<u>00395172</u>	<u>11/26/1991 11:04:00 AM</u>	B: 629 P: 799
<u>00460277</u>	<u>03/09/1994 01:59:00 PM</u>	B: 801 P: 135
<u>00460278</u>	<u>03/09/1994 01:59:00 PM</u>	B: 801 P: 136
<u>00469052</u>	<u>06/01/1994 03:07:00 PM</u>	B: 824 P: 759
<u>00469355</u>	<u>06/06/1994 12:20:00 PM</u>	B: 825 P: 617
<u>00469356</u>	<u>06/06/1994 12:21:00 PM</u>	B: 825 P: 619
<u>00469357</u>	<u>06/06/1994 12:22:00 PM</u>	B: 825 P: 621
<u>00578286</u>	<u>09/30/1997 11:29:00 AM</u>	B: 1137 P: 260
<u>00735112</u>	<u>09/13/2001 03:23:00 PM</u>	B: 1426 P: 1217
<u>00762473</u>	<u>04/26/2002 08:21:00 AM</u>	B: 1462 P: 2084
<u>00807213</u>	<u>03/05/2003 02:14:00 PM</u>	B: 1527 P: 1483
<u>00807552</u>	<u>03/07/2003 10:22:00 AM</u>	B: 1528 P: 89
<u>00811073</u>	<u>03/28/2003 02:45:00 PM</u>	B: 1533 P: 624
<u>20140002976</u>	<u>01/30/2014 04:34:21 PM</u>	
<u>20140003195</u>	<u>02/03/2014 11:18:18 AM</u>	
<u>20160017549</u>	<u>05/18/2016 03:02:14 PM</u>	
<u>20160017551</u>	<u>05/18/2016 03:02:14 PM</u>	
<u>20160048719</u>	<u>12/22/2016 08:50:12 AM</u>	

### "Tax"

### Images

Tax Year	Taxes
2016	\$1,722.24