

DOC # 20200000110

Agreement Page 1 of 5
Russell Shirts Washington County Recorder
01/02/2020 09:41:05 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 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:

WHS-3-214-A-SW

Legal Description or see Exhibit "A" attached:

Kelly or Debbie Stapley

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

1530 W Winchester Dr Unit A

Mailing Address

1530 W. Winchester Dr unit A St George Ut 84770

Area, State, Zip

435-899-8055

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 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 wastewater system with a effluent of not more than 10 ppm of nitrates at discharge, more particularly described as follows: _____
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

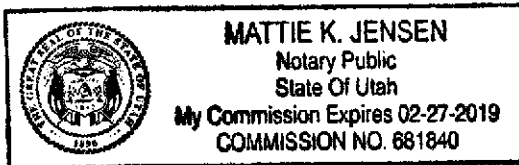
INDIVIDUAL

10/5/15
Date

Deborah Stapley
PROPERTY OWNER-PETITIONER
Deborah Stapley
PRINTED NAME

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

On the 5 day of October, 2015, personally appeared before
me Deborah Stapley and acknowledged to me that he/she executed the
foregoing instrument.



Mattie K Jensen
NOTARY PUBLIC

10/5/2015
Date

(Signature)
Accepted by WCWCD

EXHIBIT A

LEGAL DESCRIPTION

Lot(s) 214, Winchester Hills
Subdivision, Phase 3, as per plat thereof recorded in the office of the Washington
County Recorder, State of Utah.