## DOC # 20090024509 Agreement Russell Shirts Washington County Recorder 06/24/2009 01:38:00 PM Fee \$ 0.00 By WASHINGTON COUNTY WATER CONSERV DIST

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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 AND

## NOTICE OF LIEN

Parcel Number: 3-D	Legal Description or see Exhibit "A" attached:	
Twin Oaks, Inc.		
Property Owner's Name (Individual	/Corporation/Partnership/Trust)	
P.O.Box 217	So. Wah (Kolob) Utah	
Mailing Address	Area, State, Zip	
435-673-890 (680-73) 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:

- Petitioner hereby covenants and warrants that he/she is the owner of record of the real property described herein, located in Washington County, Utah.
- 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

## 20090024509 06/24/2009 01:38:00 PM Page 2 of 5 Washington County

District (WCWCD), is currently unavailable, requiring the construction and installation of an onsite wastewater system on the property.

onsite wastewater system on the property.	

The onsite wastewater system to be constructed shall be:

4.

a.	A conventional system consisting of a building sewer, a septic tank, and ar
	absorption system,
b.	An alternate system 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.** If annexation to any municipality is proposed, Petitioner hereby consents to said annexation.
- 17. 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.
- 18. 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.

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## PETITIONER'S SIGNATURE and ACKNOWLEDGMENT

<u>6-22-09</u> Date	Twin Oaks Inc. Corporation/Partnership Name-Petitioner
	Prosident Title
	Signature M. Devry
STATE OF UTAH )	
COUNTY OF WASHINGTON)	
On the 22 day of TWK.  Steven Sevy (NAM) of TWW ONES TWW acknowledged to me that he/she executed the for Corporation/Partnership, by appropriate authority Corporation/Partnership for its stated purpose.	
	NOT RY PLIBLIC  MELANIE MASSEY  MONTH PRICE OF USAN  COMMISSIONS 577851  COMM. EXP. 03-02-2013

### **EXHIBIT A**

### LEGAL DESCRIPTION

Lot 23, Section 19, T38S R13W, SLB&M, according to the official records in the office of the Washington County Recorder, State of Utah.