



AGREEMENT FOR APPROVAL OF ONSITE WASTEWATER SYSTEM OR ALTERNATE ONSITE WASTEWATER SYSTEM ON SINGLE LOTS/PARCELS

THIS AGREEMENT is made and entered into on this 17 day of November, 2020, by and between ASH CREEK SPECIAL SERVICE DISTRICT, a special service district organized and existing under the laws of the State of Utah, hereinafter to as "District", and Elizabeth Takao, owners of certain real property located within the boundaries of the District, hereinafter referred to as "Owner".

RECITALS:

A. District is the governmental entity designated by the State of Utah and the Washington County Commission as the entity responsible for providing sewage collection and disposal services for the residents of Hurricane, LaVerkin, and Toquerville, Utah, respectively, and for developing and implementing rules and regulations pertaining to sewage collection and disposal in certain unincorporated areas of Washington County, Utah including the following territory, all of which lies within the Salt Lake Base and Meridian:

- Ranges 10, 11, 12, 13 and 14 West in Townships 41, 42 and 43 South;
- Ranges 10, 11, 12 and 13 West of Township 40 South;
- Ranges 12 and 13 West of Township 39 South; and
- Range 13 West and the South Half of Range 12 West in Township 38 South.

B. Owner is the owner of record of single lot/parcel # A-3352-B located within the District's service area.

C. Pursuant to Rule 309-600 and Rule 309-605 of the Utah Administrative Code, District has adopted rules and regulations to protect sources of drinking water from contamination and pollutants.

D. All property located within 300 feet of District's sewer system, or other wastewater treatment facility or system approved or operated by District, is required by District's rules and regulations, as a condition of development approval, to pay an impact fee and connect to District's sewer system, or other wastewater treatment facility or system approved or operated by District.

E. For single lots/parcels located more than 300 feet from District's sewer system, or other wastewater treatment facility or system approved or operated by District, said rules and regulations allow for the construction and installation of an onsite wastewater system or alternate onsite wastewater system, subject to such terms and conditions as may be reasonably required to protect sources of drinking water from contamination and pollutants.

F. Owner's single lot/parcel is more than 300 feet from District's sewer system, or other wastewater treatment facility or system approved or operated by District, and Owner desires to

obtain District approval for construction and installation of an onsite wastewater system or alternate onsite wastewater system on said single lot/parcel.

G. The parties hereto desire to enter into a written agreement specifying the terms and conditions whereby District shall approve an onsite wastewater system or alternate onsite wastewater system for Owner's single lot/parcel described herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. For purposes of this agreement, the following terms and phrases shall have the following meanings:

(a) "onsite wastewater system" means an underground wastewater disposal system for domestic wastewater, usually consisting of a building sewer, a septic tank and an absorption system, which is designed for a capacity of 5,000 gallons per day or less and is not designed to serve multiple dwelling units which are owned by separate owners except condominium and twin homes.

(b) "building sewer" means the pipe which carries wastewater from the building drain to a wastewater disposal system or other point of disposal.

(c) "septic tank" means a watertight receptacle which receives the discharge of a drainage system or part thereof, designed and constructed so as to retain solids, digest organic matter through a period of detention and allow the liquids to discharge into the soil outside of the tank through an underground absorption system.

(d) "absorption system" means a device constructed under the ground surface to receive and to distribute effluent in such a manner that the effluent is effectively filtered and retained below ground surface.

(e) "alternate onsite wastewater system" means a system for treatment and disposal of domestic wastewater or wastes which consists of a building sewer, a septic tank, or other sewage treatment or storage unit and a disposal facility or method which is not a conventional system, but not including a surface discharge to the waters of the state.

(f) "conventional system" means an onsite wastewater system which consists of a building sewer, a septic tank, and an absorption system consisting of a standard trench, a shallow trench with capping fill, a chambered trench, a deep wall trench, a seepage pit or an absorption bed.

(g) "Hansen Allen Luce Study" means the Washington County Water Conservancy District and Cooperating Agencies Determination of Recommended Septic System Densities for Groundwater Quality Protection, Final Report, 1997, including all tables.

(h) "single lot/parcel" means any lot of any subdivision or any undivided parcel which meets, or is exempt from, the septic system densities of the Hansen Allen Luce Study and for which a permit is sought for construction of a single family dwelling or other commercial building or structure intended for use or occupancy by a single individual or entity.

2. Owner hereby covenants and warrants that he/she/it is the owner of record of the following described real property (hereinafter "the property") located in Washington County and more particularly described as follows:

(See Exhibit "A" attached hereto and incorporated herein by this reference)

3. Owner further represents, covenants and agrees that the property is now, and in the future shall be used as, a single lot/parcel, as defined herein, and that the property meets the following requirements for a conventional or alternate onsite wastewater system (select one):

Conventional Onsite Wastewater System

- o Property complies in all respects with the Hansen Allen Luce Study and contains the minimum required acreage as identified in said study, or
- o Property is exempt from the requirements of the Hansen Allen Luce Study pursuant to Article III Section 4 of the District's Rules of Operation

Alternate Onsite Wastewater System

- o The property does not meet the minimum acreage requirements identified in the Hansen Allen Luce Study or the exemption criteria specified in Article III Section 4 of the District's Rules of Operation, and Owner shall therefore be required to provide advanced treatment measures described in Resolution No. 15-3, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference as if fully set forth, including reduction of effluent nitrogen in accordance with said Resolution's not-to-exceed standards with a not to exceed design discharge of 20 mg/L.

4. District acknowledges that sewer service is not available to the property through District's system, or other wastewater treatment system approved or operated by District, and hereby approves the construction and installation of an onsite wastewater system or alternate onsite wastewater system on the property, subject to the following terms and conditions:

(a) such onsite wastewater system or alternate onsite wastewater system shall receive written approval from the State of Utah Department of Health.

(b) any approved onsite wastewater system or alternate onsite wastewater system shall be constructed and installed in compliance with Rule 317-4-1 through 317-4-11 of the Utah Administrative Code and District's rules and regulations, as they now exist or as may be amended from time to time.

(c) in order to reimburse District for employee time and expenses incurred in administering and enforcing the provisions of this agreement and District's rules and regulations, Owner shall, prior to construction and installation of such onsite wastewater system or alternate onsite wastewater system, pay to District a non-refundable fee of \$400.00 for every 1200 gallons of capacity of said system.

(d) except as may otherwise be agreed in writing by the parties, Owner shall be solely responsible and liable for maintenance, repair or replacement of said onsite wastewater system or alternate onsite wastewater system, which shall at all times be maintained in good condition and repair.

(e) at such time that sewer service becomes available through the extension of District's sewer system, or other wastewater treatment facility or system approved or operated by District, to within 300 feet of the property, Owner shall, within 60 days of the date of such extension:

(i) pay to District the applicable impact fee, and

(ii) connect the building sewer on the property to District's sewer system, or other wastewater treatment facility or system approved or operated by District, in accordance with District's rules and regulations.

5. The parties hereto specifically understand and agree that construction and installation of any onsite wastewater system or alternate onsite wastewater system approved hereby shall be completed within two (2) years of the date of this agreement. In the event that such system is not constructed or installed within said two (2) year period, Owner shall be required to obtain new approval from District before commencement of construction and installation. In the event that Owner, without District approval, constructs and installs such a system after expiration of said two (2) year period, Owner shall: (a) be required to abide by all other terms and conditions of this agreement, and (b) reimburse all costs and expenses incurred by District in insuring after-the-fact compliance with all rules and regulations of District and the State of Utah Department of Health.

6. The parties hereto agree that the terms and conditions specified in this agreement shall inure to the benefit of and shall run with the property, and upon recordation of this agreement at the office of the Washington County recorder in St. George, Utah, shall become binding upon the parties hereto, their heirs, successors and assigns who hereafter shall acquire an equitable or legal ownership interest in said property.

7. In the event of a breach or violation of any term or condition of this agreement, the party in violation or breach shall be responsible and liable to pay all costs and expenses incurred by the other party in the enforcement of said term or condition including court costs and reasonable attorneys' fee.

8. Time shall be of the essence in this agreement.

9. This agreement represents the final and complete understanding and agreement of the parties and shall not be changed or modified except in writing signed by both parties hereto.

10. This agreement shall be construed under the laws of the State of Utah.

IN WITNESS WHEREOF parties hereto have executed this agreement on the date first above written.

ASH CREEK SPECIAL SERVICE DISTRICT

Michael A. Chandler for
Michael A. Chandler, Superintendent

Attest:

Darrel Humphries
Darrel Humphries, Secretary

Owner(s)

Elizabeth Takau
Elizabeth Takau

Personally appeared before me Elizabeth Takau, on the 17 day of November, 2020, who being sworn duly sworn upon oath did say he/she/it/ they are the signers of the above and foregoing agreement and that he/she/they/it signed the same for the reasons stated therein.

Nichole Navarrete
Notary Public

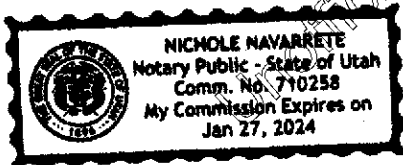


Exhibit A:

Parcel Number H-3352-B

Tax District 03 - Hurricane City

Acres 5.00

Situs 0, 0

Legal S: 16 T: 42S R: 13W S1/2 N1/2 S1/2 SE1/4 NW1/4 SEC 16 T42S R13W. LESS: E 1 RD

Name TAKAU ELIZABETH ANN

459 S 700 W

HURRICANE, UT 84737