

When Recorded Return To:

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

**PETITION FOR APPROVAL OF A WASTEWATER SYSTEM 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:
-----------------------	---

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

Mailing Address

Area, State, Zip

Telephone Number

Email Address

Petitioner, who owns the above-described property and desires to construct and install an onsite wastewater system on the 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. 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.
3. Where septic density requirements are not met, or specific site and soil conditions are unsuitable, or there are restraints (such as shallow soil over creviced or porous bedrock, high seasonal water table, surface water/stream nearby) and a higher level of treatment than a conventional septic system with drain field is necessary, an alternative onsite wastewater system is required.

4. The wastewater system to be constructed shall be:
 - A conventional system consisting of a building sewer, septic tank, and absorption system, or
 - An alternate wastewater system approved by the state of Utah with a guaranteed effluent of not more than 20 mg/L of nitrogen 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 wastewater 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. If an alternate wastewater system with a guaranteed effluent of not more than 20 mg/L of nitrogen at discharge is required, Petitioner shall 1) test for total nitrogen and deliver said test results to WCWCD semi-annually, and 2) inspect and maintain the system and keep it in good working order.
12. WCWCD has the right, at any time, without notice, to enter onto Petitioner's property to inspect, observe, measure, sample, and test said sewer 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. In the event testing shows that an alternate wastewater system is not meeting the requirements set forth herein, additional treatment at Petitioner's expense may be required.
13. The terms and conditions specified in this Agreement 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.
14. 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.

15. 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.

16. 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.

17. 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.

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

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

20. 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.

21. 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

Date

PROPERTY OWNER-PETITIONER

PRINTED NAME

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

On the _____ day of _____, 20____, personally appeared before me
_____ and acknowledged to me that he/she executed the foregoing
instrument.

NOTARY PUBLIC



Date

Accepted by WCWCD

PETITIONER'S SIGNATURE and ACKNOWLEDGMENT

TRUSTEE

Date

Property Owner-Petitioner (Trustee)

Name of Trust

Date of Trust

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

On the _____ day of _____, 20____, personally appeared before me
_____, Trustee of _____, who
acknowledged to me that he/she executed the foregoing instrument on behalf of said Trust by
appropriate authority, and that the instrument was the act of said Trust for its stated purposes.

NOTARY PUBLIC

Date

Accepted by WCWCD

PETITIONER'S SIGNATURE and ACKNOWLEDGMENT

CORPORATION/PARTNERSHIP

Date

Corporation/Partnership/LLC Petitioner

Signature

By: _____

Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

On the _____ day of _____, 20____, personally appeared before me
_____ (NAME), _____
(TITLE) of _____ (CORPORATION/
PARTNERSHIP/LLC), 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.

NOTARY PUBLIC

Date

Accepted by WCWCD

EXHIBIT A

LEGAL DESCRIPTION

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