



Town of Apple Valley
1777 N Meadowlark Dr
Apple Valley UT 84737
T: 435.877.1190 | F: 435.877.1192
www.applevalleyut.gov

Fee: \$1,100.00 + Acreage Fee
1 – 100 Acres: \$25.00/Acre
101 – 500 Acres: \$15.00/Acre
501 + Acres: \$ 5.00/Acre

Zone Change Application

Applications Must Be Submitted A Minimum of 21 Days in Advance of The Planning Commission Meeting

Owner: The Little Creek Living Trust Dated April 28, 2021		Phone: [REDACTED]	
Address: [REDACTED]		Email: [REDACTED]	
City: [REDACTED]	State: [REDACTED]	Zip: [REDACTED]	
Agent: (If Applicable) Sophia Daley		Phone: [REDACTED]	
Address/Location of Property: AV-1354-NP-6-A		Parcel ID: AV-1354-NP-6-A	
Existing Zone: OST		Proposed Zone: Agricultural	
For Planned Development Purposes: Acreage in Parcel <u>5 Acres</u>		Acreage in Application <u>5 Acres</u>	
Reason for the request Constructing Residence, & Farm			

Submittal Requirements: The zone change application shall provide the following:

- ☒ A. The name and address of owners in addition to above owner.
- ☒ B. An accurate property map showing the existing and proposed zoning classifications
- ☒ C. All abutting properties showing present zoning classifications
- ☒ D. An accurate legal description of the property to be rezoned
- ☒ E. A letter from power, sewer and water providers, addressing the feasibility and their requirements to serve the project.
- ☒ F. Stamped envelopes with the names and address of all property owners within 500' of the boundaries of the property proposed for rezoning. Including owners along the arterial roads that may be impacted
- ☒ G. Warranty deed or preliminary title report and other document (see attached Affidavit) if applicable showing evidence the applicant has control of the property
- ☒ H. Signed and notarized Acknowledgement of Water Supply (see attached).

Official Use Only	Amount Paid: \$ <u>1,225.00</u>	Receipt No: <u>41265</u>
Date Received: <u>9/14/22</u>	Date Application Deemed Complete:	
By: <u>[Signature]</u>	By:	

Note: To avoid delays in processing your Zone Change request, it is important that all applicable information noted above, along with the fee, is submitted with the application. An incomplete application will not be scheduled for the Planning Commission. Planning Commission meetings are held on the second and fourth Wednesday of each month at 6:00 pm. Submission of a completed application does not guarantee your application will be placed on the next PC meeting agenda. It may be placed on the next available PC meeting agenda.

REQUIRED CONSIDERATIONS TO APPROVE A ZONE CHANGE

When approving a zone change, the following factors shall be considered by the Planning Commission and Town Council:

1. Whether the proposed amendment is consistent with the Goals, Objectives and Policies of the Town's General Plan;
2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
3. The extent to which the proposed amendment may adversely affect adjacent property; and
4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to roadways, parks and recreation facilities, fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.

PROCESS

Contact the Planning Department for when the deadline for submission is. After it is deemed complete, staff will review the request, and prepare a report and recommendation for the Planning Commission. This will be reviewed at a public hearing where the applicant should attend, present the project, and respond to questions from the Planning Commission. Since it is a public hearing, members of the public may also have questions or comments. At the public hearing the Planning Commission will review the application and staff's report and forward a recommendation to the Town Council for approval, approval with modifications, or denial of the zone change application.

Upon receipt of the Planning Commission recommendation, typically 1-2 weeks after the Planning Commission action, the Town Council will consider and act on the Commission's recommendation. The action of the Town Council is final. If denied, a similar application generally cannot be heard for a year.



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Parcel ID#

AV-1354-NP-6-A

ACKNOWLEDGEMENT OF WATER SUPPLY

I/We, Colton B. Winder, Tamara A. Winder, & Eliza Sophia J. Daley

am/are the applicant(s) of the application known as

Zone Change Application

located on parcel(s)

AV-1354-NP-6-A

within the Town of Apple Valley, Washington County, Utah.

By my/our signatures(s) below, I/we do hereby acknowledge and agree to the following:

1. Approval of a development application by the Town does not guarantee that sufficient water will be available to serve the zone, project, or permit for which this application is being submitted; and
2. Prior to receiving final approval for the application, and/or any building permit, the applicant may be required by the Town of Apple Valley to provide a guarantee of water service through a "Will Serve" letter from the Big Plains Water and Sewer Special Service District ("District") which verifies that there is a sufficient water supply and guarantee of water for the application or proof that another guaranteed source of water is available to the applicant; and
3. For any application which may be approved without the "Will Serve" letter from the District, the applicant assumes the entire risk of water availability for the project and/or application.

Signature(s):

Eliza Sophia J. Daley as Trustee

Name

Eliza Sophia J. Daley as trustee 9/14/22

Applicant/Owner

Date

Tamara A Winder

Name

Tamara A. Winder, as trustee 9/14/22

Applicant/Owner

Date

Colton B. Winder

Name

Colton B. Winder, as trustee 9/14/22

Applicant/Owner

Date

State of Utah)

)§

County of Washington)

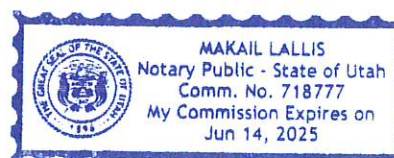
On this 14 day of September, in the year 2022, before me, Makail Lallis a notary public, personally appeared Eliza Daley, Tamara Winder, Colton Winder, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

Makail Lallis

(notary signature)

(seal)



**AFFIDAVIT
PROPERTY OWNER**

STATE OF UTAH)
)
COUNTY OF WASHINGTON)

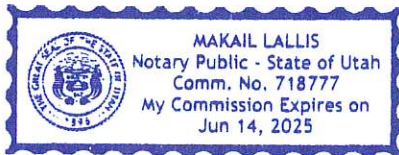
I (We) Eliza Sophia J. Daley, Tamara A. Winder, Cotton B. Winder, As Trustees, being duly sworn, depose and say that I (We) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (We) also acknowledge that I (We) have received written instructions regarding the process for which I (We) am (are) applying and the Apple Valley Town planning staff have indicated they are available to assist me in making this application.

[Signature]
as trustee
Property Owner

Eliza Sophia J. Daley, As Trustee
Property Owner

Tamara A Winder, as trustee
Property Owner

Subscribed and sworn to me this 14 day of September, 2022.



[Signature]
Notary Public

Residing in: 720 W State Street, Hurricane, UT

My Commission Expires: June 14, 2025

AGENT AUTHORIZATION

I (We), _____, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) _____ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative body in the Town of Apple Valley considering this application and to act in all respects as our agent in matters pertaining to the attached application.

Property Owner

Property Owner

Subscribed and sworn to me this _____ day of _____, 20____.

Notary Public

Residing in: _____

My Commission Expires: _____

ZONE CHANGE APPLICATION:

Applicant: The Little Creek Living Trust Dated April 28,2021

Submittal Requirements:

- A. Name & Addresses of person(s) the applicant represents (Below):
Colton Winder – 331 S. 1230 W., Hurricane, UT. 84737
Tamara Winder – 331 S. 1230 W., Hurricane, UT. 84737
Sophia Daley – 331 S. 1230 W., Hurricane, UT. 84737
- B. Accurate Property map showing existing & proposed zoning classifications. (Attached)
- C. All Abutting properties showing present zoning classifications (Attached)
- D. Accurate Legal Description of the property to be rezoned (Below)

AV-1354-NP-6-A:

BEGINNING AT THE CENTER-WEST SIXTEENTH CORNER (NW COR, NE1/4 SW1/4) OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 11 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE CENTER SECTION LINE SOUTH 89°55'43" EAST 521.78 FEET; THENCE SOUTH 00°02'12" EAST 417.42 FEET; THENCE NORTH 89°55'43 WEST 521.78 FEET TO A POINT ON WEST SIXTEENTH LINE OF SAID SECTION; THENCE ALONG SAID WEST SIXTEENTH LINE NORTH 00°02'12" WEST 417.42 FEET TO SAID CENTER-WEST SIXTEENTH CORNER AND THE POINT OF BEGINNING. CONTAINS 5.000 ACRES.

TOGETHER WITH A 16.5 FOOT WIDE RIGHT-OF-WAY ALONG THE NORTH BOUNDARY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8.

- E. Stamped Envelopes with the names and address of all property owners within 500' (hand delivered to Apple Valley Offices)
- F. Warranty Deed showing ownership of property (Attached)

(B)

AV-1354-D-7

AV-1354-B

(B)

Coyote Rd

AV-1354-B-3

AV-1354-NP-8

AV-1354-NP-9

AV-1354-NP-5-A

AV-1354-NP-6-A

~~AV-1354-NP-6~~

Existing: OST

Proposed:
Agricultural

AV-1354-NP-3

Existing: OST

Proposed:
Agricultural

AV-1354-NP-7

AV-1354-NP-2





Zoning Districts

- A - Agricultural
- C-1 - Convenience Commercial
- C-2 - Highway Commercial
- C-3 - General Commercial
- CABIN/TH - Cabin/Tourist Homes
- I-1 - Industrial
- M-1 - Manufacturing
- MH - Manufactured Housing Park
- OSC - Open Space Conservation
- OST - Open Space Transition
- PD - Planned Development
- RE-1 - Residential Estate 1
- RE-2.5 - Residential Estate 2.5
- RE-5 - Residential Estate 5
- RE-10 - Residential Estate 10
- RE-20 - Residential Estate 20
- RE-40 - Residential Estate 40
- RV-Park - Recreational Vehicle Park
- SF-1-10 - Single-Family Residential 1-10
- SF-1/2 - Single-Family Residential 1/2

Town Boundary



Washington County Parcels



(F)

DOC # 20220042944

Warranty Deed Page 1 of 2
Gary Christensen Washington County Recorder
09/14/2022 11:30:45 AM Fee \$ 40.00
By ZION LIVESTOCK CO



WHEN RECORDED, MAIL TO:
The Little Creek Living Trust
628 S. 700 W.
Hurricane, UT 84737

Warranty Deed

Tax ID No. AV-1354-NP-3

Tax ID No. AV-1354-NP-6

Tax ID No. AV-1354-NP-9

Colton B. Winder, Tamara A. Winder, & Eliza Sophia J. Daley, Trustees of THE LITTLE CREEK LIVING TRUST DATED APRIL 28, 2021, Grantor, hereby Conveys and Warrants to Colton B. Winder, Tamara A. Winder, & Eliza Sophia J. Daley, Trustees of THE LITTLE CREEK LIVING TRUST DATED APRIL 28, 2021 or any amendments thereto, Grantee, the following described parcel of land in Washington County, State of Utah, to-wit:

(AV-1354-NP-3 and AV-1354-NP-6 combined description—single Tax ID No. to be assigned)
BEGINNING AT THE CENTER-WEST SIXTEENTH CORNER (NW COR, NE1/4 SW1/4) OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 11 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE CENTER SECTION LINE SOUTH 89°55'43" EAST 521.78 FEET; THENCE SOUTH 00°02'12" EAST 417.42 FEET; THENCE NORTH 89°55'43" WEST 521.78 FEET TO A POINT ON WEST SIXTEENTH LINE OF SAID SECTION; THENCE ALONG SAID WEST SIXTEENTH LINE NORTH 00°02'12" WEST 417.42 FEET TO SAID CENTER-WEST SIXTEENTH CORNER AND THE POINT OF BEGINNING. CONTAINS 5.000 ACRES.

TOGETHER WITH A 16.5 FOOT WIDE RIGHT-OF-WAY ALONG THE NORTH BOUNDARY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8.

AND

(AV-1354-NP-9)
BEGINNING AT A POINT WHICH LIES SOUTH 89°55'43" EAST 521.78 FEET ALONG THE CENTER SECTION LINE AND SOUTH 00°02'12" EAST 548.44 FEET FROM THE CENTER-WEST SIXTEENTH CORNER (NW COR, NE1/4 SW1/4) OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 11 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°02'12" EAST 50.00 FEET; THENCE SOUTH 89°55'43" EAST 521.78 FEET TO A POINT ON THE EAST BOUNDARY OF SAID NE1/4 SW1/4; THENCE ALONG THE 1/4 SECTION LINE NORTH 00°01'24" WEST 50.00 FEET; THENCE NORTH 89°55'43" WEST 800.77 FEET TO THE POINT OF BEGINNING. CONTAINS 0.919 ACRE.

TOGETHER WITH all improvements and appurtenances there unto belonging.

SUBJECT TO easements, rights-of-way, restrictions, and reservations of record and those enforceable in law and equity.

Continued on Page 2

(F)

PAGE 2

Tax ID No. AV-1354-NP-3
Tax ID No. AV-1354-NP-6
Tax ID No. AV-1354-NP-9

IN WITNESS WHEREOF, said Grantor has caused their names to be hereunto affixed, this 14th day of September, A.D. 2022.

Colton B. Winder, as trustee
Colton B. Winder, Trustee

Tamara A. Winder, as trustee
Tamara A. Winder, Trustee

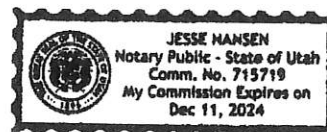
Eliza Sophia J. Daley, as trustee
Eliza Sophia J. Daley, Trustee

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the date first above written, personally appeared before me, Colton B. Winder, Tamara A. Winder, & Eliza Sophia J. Daley, who being by me duly sworn, did say, each for themselves, that they are the Trustees of THE LITTLE CREEK LIVING TRUST DATED APRIL 28, 2021, and that they executed the document in behalf of said Trust being duly authorized and empowered to do so by the trust agreement of THE LITTLE CREEK LIVING TRUST DATED APRIL 28, 2021, and they did duly acknowledge before me that such trust executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Jesse Hansen
Notary Public
My Commission Expires: Dec 11, 2024





1777 N Meadowlark Dr
Apple Valley, Utah 84737
Phone: 435-877-1190
Fax: 435-877-1192
www.applevalleyut.gov

Rod Mills

Galloway and Company

801 -918 -7203

rod mills@gallowayus.com

September 01 2022

Dear Ms. Sophia Daly,

In my capacity as the Water District Engineer, I have reviewed your Will Serve Application and share the following;

Your parcel is too far from any pipelines in the district's system to provide Municipal water service to you at this time.

Your single family well and water right will continue to be your best water service option.

The Big Plains Water District will stand ready to be your water service provider at such time as our infrastructure is adjacent to your parcel.

If you have any further questions or if I can be of any further service to you, please don't hesitate to reach out to me. My cellular phone number is 801-918-7203.

Sincerely,

Rod Mills

District Engineer

Big Plains WSSSD



Let's turn the answers on.

Dixie Service Center
Estimating Dept.
455 N. Old Hwy 91
Hurricane, UT 84737
Fax # (435)688-8351

August 17, 2022

Sophia Daley
Approx. 874 S. Coyote Road
Apple Valley, UT 84737

Re: Power to new Residence

Located: Parcel #'s AV-1354-NP-3 and AV-1354-NP-6

Dear Sophia Daley:

After reviewing the proposed plans for the above mentioned project, I have determined that power is available within a near proximity. Rocky Mountain Power intends to serve the project with electrical service based on load requirements and specifications submitted. All electrical installations will be provided in accordance with the "Electric Service Regulations, as filed with the Utah Public Service Commission after receiving an approved plat showing easements approved by Rocky Mountain Power.

For additional consultation in this matter, please do not hesitate to call.

Sincerely,

Ruston Jenson
Estimator
Dixie Service Center
435-688-3708

When Recorded return to:
Ash Creek Special Service District
1350 S. Sand Hollow Rd.
Hurricane, UT 84737

**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 24th day of August, 20 22, 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 **Colton B. Winder, Tamara A. Winder, Eliza Sophia J. Daley, as Trustees of The Little Creek Living Trust Dated April 28, 2021**, 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 #AV-1354-NP-6 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**

- Property complies in all respects with the Hansen Allen Luce Study and contains the minimum required acreage as identified in said study, or
- 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**

- 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 as
Michael A Chandler, Superintendent

Attest:

Darrel Humphries
Darrel Humphries, Secretary

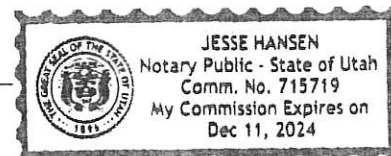
Owner(s)
Colton B. Winder, as Trustee
The Little Creek Living Trust Dated April 28, 2021
(Colton B. Winder, as Trustee)

Tamara A. Winder, as Trustee
The Little Creek Living Trust Dated April 28, 2021
(Tamara A. Winder, as Trustee)

Eliza Sophia J. Daley, as trustee
The Little Creek Living Trust Dated April 28, 2021
(Eliza Sophia J. Daley, as Trustee)

Personally appeared before me Owner(s) **Colton B. Winder, Tamara A. Winder, and Eliza Sophia J. Daley**, as Trustee's of **The Little Creek Living Trust Dated April 28, 2021**, on the 24 day of AUGUST, 2022, 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.

Jesse Hansen
Notary Public



"See Attached legal description"

LEGAL DESCRIPTION

Parcel #: AV-1354-NP-6

BEGINNING AT A POINT S. 89°55'43 E., ALONG THE ¼ SECTION LINE, 208.71 FEET FROM THE NORTHWEST CORNER OF THE NE1/4 SW1/4 OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S. 89°55'43 E. 313.07 FEET; THENCE S. 0°02'12 E. 417.42 FEET; THENCE N. 89°55'43 W. 313.07 FEET; THENCE N. 0°02'12 W. 417.42 FEET TO THE POINT OF BEGINNING.

When Recorded return to:
Ash Creek Special Service District
350 S. Sand Hollow Rd.
Hurricane, UT 84737

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SYSTEM OR ALTERNATE ONSITE WASTEWATER SYSTEM ON
SINGLE LOTS/PARCELS**

THIS AGREEMENT is made and entered into on this 24~~th~~ day of August, 2022, 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 **Colton B. Winder, Tamara A. Winder, Eliza Sophia J. Daley, as Trustees of The Little Creek Living Trust Dated April 28, 2021**, 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 #AV-1354-NP-3 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**

- Property complies in all respects with the Hansen Allen Luce Study and contains the minimum required acreage as identified in said study, or
- 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**

- 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 as
Michael A Chandler, Superintendent

Attest:

Darrel Humphries
Darrel Humphries, Secretary

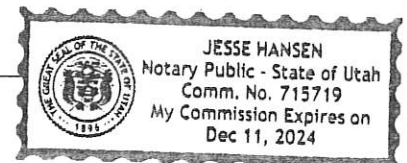
Owner(s)
Colton B. Winder as Trustee
The Little Creek Living Trust Dated April 28, 2021
(Colton B. Winder, as Trustee)

Tamara A. Winder, as Trustee
The Little Creek Living Trust Dated April 28, 2021
(Tamara A. Winder, as Trustee)

Eliza Sophia J. Daley, as trustee
The Little Creek Living Trust Dated April 28, 2021
(Eliza Sophia J. Daley, as Trustee)

Personally appeared before me Owner(s) **Colton B. Winder, Tamara A. Winder, and Eliza Sophia J. Daley**, as Trustee's of **The Little Creek Living Trust Dated April 28, 2021**, on the 24 day of AUGUST, 2022, 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.

Jesse Hansen
Notary Public



"See Attached legal description"

LEGAL DESCRIPTION:

Parcel #: AV-1354-NP-3

BEGINNING AT THE NORTHWEST CORNER OF THE NE1/4 SW1/4 OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S.89°55'43 E., ALONG THE 1/4 SECTION LINE, 208.71 FEET; THENCE S.0°02'12 E. 417.42 FEET; THENCE N. 89°55'43 W. 208.71 FEET TO THE 1/16 SECTION LINE; THENCE N. 0°02'12 W., ALONG THE 1/16 SECTION LINE, 417.42 FEET TO THE POINT OF THE BEGINNING.