

# HOUSING DECOMMISSIONING COMPLIANCE CONTRACT FOR PREVIOUS STRUCTURES (NON-ROUTINE)

LOT #                                   CASTLE VALLEY RIVER RANCHOS  
STREET:  
TOWN OF CASTLE VALLEY, UTAH  
PARCEL NUMBER: 09-0000-  
NAME OF LOT OWNER(S):  
MAILING ADDRESS:  
PHONE:

**GENERAL INTENT:** The intent of the housing decommissioning process in the Town of Castle Valley is to maintain the one dwelling per lot requirement of the zoning ordinance, but still allow residents and property owners to live in existing dwellings during their building phase in Castle Valley and also allow the conversion of an existing dwelling to another use so that a replacement dwelling or residence may be legally constructed.

**DEFINITION OF DWELLING:** Any building or structure that is used and occupied as a residence regardless of the type of building, facilities it contains, or intended future use. Residing in additional structures, such as but not limited to accessory buildings, Temporary Dwellings and other temporary structures that cannot be given building permits such as Yurts and Teepees, is not permitted if another structure is being used as a residence. A dwelling is also defined as any building or portion of a building that includes all of the following: facilities for living/sleeping, food preparation, bathing, and sanitation (toilet, sink, and approved wastewater disposal system.) Only one structure is allowed per legally platted lot that contains all of these facilities. Only one kitchen as defined in this Land Use Ordinance is allowed per legally platted lot. Additional kitchens may be allowed in a separate building through an approved conditional use permit. Yurts, teepees and other temporary structures that cannot be given building permits are considered dwellings if used and occupied as a residence

**DECOMMISSIONING A PREVIOUS DWELLING:** To decommission a previous dwelling (a structure), the facilities that are part of what defines a dwelling in this contract and in Town Ordinance 85-3 must be permanently removed so that it no longer meets that definition. These conditions may include: removal of some of the fixtures, facilities, and plumbing and the removal and walling over of any 220 receptacles and gas line stubs used for cooking facilities, all the way to the attic or the crawl space. The owner agrees that the previous dwelling will never again be used as a dwelling on their lot. No portion of the decommissioned building shall be buried on the property or elsewhere within the Town as further provided for in Ordinance 96-1 - Watershed Protection and Ordinance 85-3, as amended. All decommissioned material shall be properly stored on the property or shall be promptly removed from the property to a place of safe and legal disposal, after which the site and/or building, as applicable, must be returned to its preexisting condition.

**TIME FRAME:** A decommissioned dwelling may be used as a dwelling for NO MORE THAN 30 (thirty) days after the occupancy of the new dwelling, whether permanently or intermittently,

Housing Decommissioning Contract—Signature of Applicant \_\_\_\_\_

or receipt of a Certificate of Occupancy for the new dwelling from Grand County whichever occurs first.

**INSPECTION:** the applicant agrees to allow the Town of Castle Valley, through its officers or designated representatives, to inspect the dwelling which will be decommissioned to determine what facilities shall be removed and again after decommissioning is completed to insure that the decommissioned dwelling is not being used as a dwelling. Inspections of subject property shall occur at a reasonable time after notification to the property owner.

**DISCONNECTION FROM UTILITIES:** In the event that any violation of this agreement, the Town of Castle Valley shall have the right to immediately and permanently order the disconnection of a decommissioned structure (previous dwelling) from any septic system, water system, or electrical system to which the decommissioned structure may have been connected, by means of a Court order or injunction to do so, or by any other lawful means.

**PENALTIES FOR BREACH OF CONTRACT:** Each offense is subject to a \$500 fine.

**SEPARATE OFFENSE:** Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

**CONTRACT ENFORCEMENT COSTS:** If a violation of this contract occurs, the owner agrees to pay all costs incurred by the Town of Castle Valley in correcting the violation, including court costs, reasonable attorney fees, and any other costs directly incurred by the Town of Castle Valley for the enforcement of this contract.

**NON-WAIVER:** If the town does not take action to enforce a violation of this agreement, the Town's inaction on one or more occasions, shall not be deemed a waiver or forfeiture of the Town's right to enforce this agreement at any time thereafter.

I will live in a temporary dwelling during the construction of my permanent dwelling.

\_\_\_ YES                      \_\_\_ NO

**LIST SPECIFIC PLAN FOR DECOMMISSIONING THE PREVIOUS DWELLING:**

REMOVAL: \_\_\_\_\_

OTHER (list specific fixtures/facilities to be removed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CHANGE OF USE:** Describe specifically what the existing dwelling will be used for after decommissioning. (No structure of any kind may be used as a dwelling for any length of time unless it is a permitted dwelling): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Housing Decommissioning Contract—Signature of Applicant \_\_\_\_\_

**THIS CONTRACT MUST BE SIGNED BY THE TOWN OF CASTLE VALLEY AND THE APPLICANTS, WITH THE APPLICANTS SIGNATURE NOTARIZED, AND MUST BE RECORDED BY THE TOWN OF CASTLE VALLEY, IN THE RECORDER'S OFFICE OF GRAND COUNTY, UTAH, BEFORE IT IS A VALID CONTRACT AND BEFORE A PERMIT FOR ANOTHER DWELLING MAY BE ISSUED. ANY PERMIT ISSUED BEFORE THE COMPLETION AND RECORDATION OF THIS CONTRACT SHALL BE VOID.**

Date Reviewed by Planning and Land Use Commission: \_\_\_\_\_

Recommendation: \_\_\_\_\_

\_\_\_\_\_

**Additional Conditions:** The decommissioned structure will never be used as a dwelling or leased or rented (or allowed to be leased or rented) as a dwelling 30 (thirty) days after occupancy of the new dwelling, as outlined under "Time Frame" section of this contract. Applicants have submitted a floor plan of the dwelling to be decommissioned showing the location of all sinks, toilets, showers, baths, cooking ranges and refrigerators. If upon inspection there are additional fixtures or appliances not listed on the floor plan the Town may require the applicants to remove more fixtures or appliances within 30 (thirty) days of inspection or have the decommissioned structure be subject to disconnection from utilities and be subject penalties for breach of contract as outlined elsewhere in this contract.

**I/WE AGREE NEVER TO USE (OR ALLOW TO BE USED) THE ABOVE-MENTIONED DECOMMISSIONED DWELLING AS A DWELLING ON MY LOT AFTER OCCUPANCY AS OUTLINED UNDER "TIME FRAME" SECTION OF THIS CONTRACT.**

Signature of Owner \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature of Owner \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**ACKNOWLEDGMENT CERTIFICATE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, \_\_\_\_\_, a notary public, personally appeared, \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date

Signature of Owner \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Housing Decommissioning Contract—Signature of Applicant \_\_\_\_\_

Signature of Owner

Print Name

Date

**ACKNOWLEDGMENT CERTIFICATE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, \_\_\_\_\_, a notary public, personally appeared, \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Planning and Land Use Commission Chair/Vice Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**ACKNOWLEDGMENT CERTIFICATE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, \_\_\_\_\_, a notary public, personally appeared, \_\_\_\_\_, and did say that (she/he) is the said Chair/Vice Chair of the said Planning and Land Use Commission of the Town of Castle Valley, and that the within and foregoing instrument was signed in behalf of said Town of Castle Valley by authority of Castle Valley Town Ordinance 85-3 which designates the said Planning and Land Use Commission as the Land Use Authority for approving Non-Routine Decommissioning Contracts, and who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date