

HOUSING DECOMMISSIONING COMPLIANCE CONTRACT FOR PREVIOUS STRUCTURES (ROUTINE)

LOT NO.:XXX CASTLE VALLEY RIVER RANCHOS

STREET: XXXXXXXXX LANE

TOWN OF CASTLE VALLEY, UTAH

PARCEL NUMBER: 09-0000-0XXX

NAME OF LOT OWNER(S)

MAILING ADDRESS:

PHONE:

CELL:

EMAIL

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 temporary dwellings during their building phase in Castle Valley so that a replacement dwelling or residence may be legally constructed. Temporary dwellings are specifically defined in the zoning ordinance and are mobile in nature, such as RVs, camping trailers, and motor homes.

DECOMMISSIONING A TEMPORARY DWELLING: To decommission a temporary dwelling, it must either be removed from the property or disconnected from septic and stored on the property away from previous septic connection (for Camping Trailers, Motor Homes, etc.). The owner agrees that the previous temporary dwelling will never again be used for human habitation on their lot.

TIME FRAME: A decommissioned dwelling may be used for human habitation for NO MORE THAN 30 (thirty) days after the occupancy of the new dwelling or receipt of a Certificate of Occupancy from Grand County for the new dwelling whichever occurs first.

INSPECTION: The applicant agrees to allow the Town of Castle Valley, through its officers or designated representatives, to enter on property at any reasonable time and to inspect the decommissioned temporary dwelling or temporary dwelling and subject property thirty (30) days after resident occupies the new dwelling or receives a Certificate of Occupancy from Grand County for the new dwelling whichever occurs first to insure that the decommissioned dwelling is not being used as a dwelling.

REMOVAL BY TOWN: In the event that any violation of this agreement is not rectified within 21 days after notice of violation has been given to the owner, the Town shall have the right to immediately and permanently remove the decommissioned temporary dwelling from the subject property, by means of a court order or injunction to do so, or by any other lawful means.

DISCONNECTION FROM UTILITIES: In the event that any violation of this agreement is not rectified within 21 days after notice of violation has been given to the owner, 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.

Housing Decommissioning Contract—Signature of Applicant _____

SAMPLE ONLY

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 Building Permit Agent

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 Building Permit Agent 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 Building Permit Agent as the Land Use Authority for approving 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