

HOUSING DECOMMISSIONING COMPLIANCE CONTRACT FOR PREVIOUS STRUCTURES (NONROUTINE)

LOT # 227 CASTLE VALLEY RIVER RANCHOS
STREET: MILLER LANE
TOWN OF CASTLE VALLEY, UTAH
PARCEL NUMBER: 09-0000-0226
NAME OF LOT OWNER(S): DANIEL PRICKETT
MAILING ADDRESS: PO BOX 1028, MOAB UT 84532
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.

DEFINITIONS

DWELLING: Any building that contains one or two legally permitted Dwelling Units. Residing in additional structures, such as, but not limited to, 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.

DWELLING UNIT: A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation (toilet, sink, and approved wastewater disposal system). Yurts, teepees, and other temporary structures that cannot be given building permits are considered Dwellings if used and occupied as a residence. Only one Kitchen as defined in this Land Use Ordinance is allowed per legally permitted Dwelling Unit. Additional Kitchens may be allowed in an Accessory Structure through an approved Conditional Use Permit.

CONVERSION OF EXISTING DWELLING TO AN ACCESSORY BUILDING: If a new Dwelling is to be constructed on a lot already containing an existing Dwelling, a legally binding contract between the property owner and the Town must be signed and recorded guaranteeing that the existing Dwelling will be decommissioned thirty (30) days after occupancy of the new Dwelling, before a building permit for the new building containing a Dwelling can be obtained. Conditions shall be placed by the Planning and Land Use Commission through nonroutine decommissioning contracts to effect the decommissioning of the existing Dwelling and conversion to an Accessory Structure. These conditions may include: removal of some of the fixtures, facilities, and plumbing that are part of what defines a Dwelling Unit in this land use ordinance such as the removal of circuits, or abandonment of both ends of the circuit, and gas line stubs used for cooking facilities, all the way to the attic or the crawl space; a statement of the intended new use; and guarantee that the building will never be used as a Dwelling regardless of length of time of occupancy. Decommissioning must occur within thirty (30) days after occupancy of the new Dwelling.

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, 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 ensure 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 of 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.

X YES NO

LIST SPECIFIC PLAN FOR DECOMMISSIONING THE PREVIOUS DWELLING:

REMOVAL: To be moved off the property as soon as disposition can be arranged.

OTHER (list specific fixtures/facilities to be removed): While the structure remains on lot 227, the kitchen range will be decommissioned and moved away from the supply line; electrical service will be disconnected from the entire structure.

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): The structure will be temporarily stored while arranging for disposition.

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.

