

# COPPERTON IMPROVEMENT DISTRICT

## RESOLUTION NO. 2021-\_\_

### A Resolution Adopting and Amending Rules and Regulations Regarding Accessory Dwelling Units

WHEREAS, the Copperton Improvement District (“**District**”) is a local district charged with providing water services to the residents of Copperton; and

WHEREAS, the District’s Rules and Regulations (the “**Regulations**”) authorize the District to impose practices, measures, penalties, and fees related to the District’s need to address water conservation, and manage its water supply generally; and

WHEREAS, the Utah State Legislature passed HB 82 prohibiting certain regulation of internal accessory dwelling units, enacting Utah Code Ann. Section 10-9a-530, which shall take effect October 1, 2021 (“**HB 82**”); and

WHEREAS, in anticipation of the possible impacts on the District’s water supplies caused by serving accessory dwelling units, the District’s Board of Trustees (“**Board**”) desires to establish criteria for mitigating those impacts.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Copperton Improvement District as follows:

1. The Board finds that mitigating increases in water consumption through service of accessory dwelling units is essential to ensuring that the District will have sufficient water to meet the reasonable future water requirements of the public.
2. The Board finds that amendments to the Regulations in substantially the form attached hereto as **Attachment A** are appropriate and reasonable to mitigate the anticipated increases in water consumption related thereto.
3. The relevant portions of Regulations are revised pursuant to **Attachment A** to incorporate the new water use requirements, and these revisions will control over any previously adopted District regulation or policy.
4. The form of deed restriction in substantially the form attached hereto as **Attachment B** is approved for use in accordance with the amended Regulations.
5. The Board directs the Service Area staff to create and implement any policies, forms, templates, or other documents needed to implement this regulation.
6. This resolution and the attached amendments to the Regulations will go into effect on October 1, 2021.

ADOPTED AND APPROVED on this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2021.

**Copperton Improvement District**

By: \_\_\_\_\_  
Harvey Seal, Chairman  
Board of Trustees

ATTEST:

\_\_\_\_\_  
Tena DeCol, Board Clerk

# ATTACHMENT A

## *Revisions to Copperton Improvement District Rules & Regulations*

Copperton Improvement District's Rules & Regulations are revised as follows:

**1. Section 3.9 is adopted as follows:**

**3.9 ACCESSORY DWELLING UNITS**

*3.9.1 Definitions.*

(a) *Accessory dwelling unit: a smaller, independent residential dwelling unit located on the same lot as a stand-alone (i.e., detached) single family home that is authorized under state or municipal law.*

(b) *Parking strip: the portion of the Property that lies between the sidewalk and the outside edge of the street, gutter lip, including a driveway approach. Here no curb exists, a park strip will mean the area of the Property from the sidewalk to the edge of the street.*

(c) *Start card: a written authorization from the District to a property owner seeking to construct an accessory dwelling unit confirming that the property owner has complied with all of the District's requirements for the accessory dwelling unit and that the District will provide water service to the accessory dwelling unit pursuant to applicable laws and the District's regulations.*

(d) *Xeriscape landscaping: any landscaping method that utilizes drought-tolerant plants, excluding turf, but including mulch and drip irrigation and other water-conservation techniques.*

*3.9.2 Prior to beginning any construction activity related to the new construction or conversion of an accessory dwelling unit, the property owner shall obtain a start card from the District.*

*3.9.3 The property owner shall apply for a start card, which application shall include:*

(a) *certification by the property owner, and verification by the District, that the property owner is in full compliance with the District's Rules & Regulations;*

(b) *payment of any past-due amounts on the account of the property owner;*

(c) *written agreement from the property owner that the property owner will replace, or has already replaced, any irrigated turf in the parking strip area of its property with a xeriscape landscaping method that utilizes drought-tolerant plants, excluding grass or turf, mulch and drip irrigation, and other water-conservation techniques;*

(d) *delivery of a signed and notarized deed restriction in a form reasonably acceptable to the District to bind the property to the commitments made under subsection (c) and (d) hereof. A form of Deed Restriction is available from the District offices.*

3.9.4 *Upon receipt of a complete application for a start card, and the District's verification of the property owner's compliance with Section 3.9, the District shall:*

(e) *send a written certification that the property owner is in compliance with the District's policies related to the construction of an accessory dwelling unit to the Greater Salt Lake Metropolitan Services District, the Copperton Metro Township, and the property owner; and*

(f) *record the deed restriction signed and notarized by the property owner against the property in the offices of the Salt Lake County Recorder.*

3.9.5 *Properties which have or construct internal accessory dwelling units as defined in Utah Code Ann. Section 10-9a-530 may not install a separate meter for the accessory dwelling unit.*

**2. Section 3.5.2 is revised to read as follows:**

3.5.2 *If any water customer shall permit any person from other premises or any unauthorized person to use or obtain water from his building, premises, or fixtures, whether inside or outside the building, the supply of water may be terminated, after being notified by the District. A violation fee shall be charged to any person tampering with a District meter. In addition, such person shall pay for any and all damage to District property. Unauthorized persons or use include any accessory dwelling unit for which the property owner has not fully complied with Section 3.9 of these Rules & Regulations.*

# **ATTACHMENT B**

*Form of Deed Restriction*

AFTER RECORDING PLEASE RETURN TO:  
Copperton Improvement District  
8654 W. State Highway  
Bingham Canyon, Utah 84006

Parcel No.

**Commented [A1]:** This needs to be filled in for the agreement to be recorded.

### DEED RESTRICTION AGREEMENT

This Deed Restriction Agreement (“**Agreement**”) is made and entered into by and between Copperton Improvement District (the “**District**”), a local district and political subdivision of the State of Utah, and  (the “**Owner**”), a . The District and the Property Owner are sometimes referred to herein individually as a “**Party**” or collectively as the “**Parties**” as the context may require.

**Commented [A2]:** Fill in as follows:  
• If the property owner is an individual: “a private individual.”  
• If the property owner is a LLC: “a limited liability company organized under the laws of Utah [or other applicable state if not Utah].”  
• If the property is a corporation: “a corporation organized under the laws of Utah [or other applicable state if not Utah].”  
If the property owner is a company: “a company organized under the laws of Utah [or other applicable state if not Utah].”

### RECITALS

WHEREAS, the District is a public water supplier that operates and maintains a water system that supplies culinary water to certain lots within Copperton, Utah; and

WHEREAS, the District’s must verify that the District’s system has sufficient capacity to supply proposed developments and to estimate the proposed water uses associated with each development; and

WHEREAS, Owner owns real property located in Salt Lake County Utah that is entitled to connect to the District’s water system, with said property more particularly described as Lot No. \_\_\_\_\_ Unit \_\_\_\_\_ of \_\_\_\_\_ Subdivision, Salt Lake County Parcel No. \_\_\_\_\_ (“**Property**”), which is located at \_\_\_\_\_ (the “**Address**”); and

WHEREAS, Owner desires to develop the Property with the addition of an accessory dwelling unit (the “**ADU**”); and

WHEREAS, in exchange for the District providing water service to the ADU, Owner has agreed to place certain restrictions on the use of the Property for the benefit of the District; namely, that Owner will cause the parking strip area of its property to use a xeriscape landscaping method that utilizes drought-tolerant plants, excluding grass or turf, mulch and drip irrigation, and other water-conservation techniques; and

NOW THEREFORE, in consideration of the terms and conditions contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### AGREEMENT

1. **PROPERTY.** By executing this Agreement, Owner agrees that the Property will be burdened with the covenants and restrictions specified in this Agreement. This Agreement is made for the express benefit of the District and its successors and assigns.

2. DEFINITIONS. For the purposes of this Agreement, the below terms will have the following meanings:

- a. "ADU" means an accessory dwelling unit, which in turn means a smaller, independent residential dwelling unit located on the same lot as a stand-alone (i.e., detached) single family home that is authorized under state or municipal law.
- b. "Parking strip" means the portion of the Property that lies between the sidewalk and the outside edge of the street, gutter lip, including a driveway approach. Here no curb exists, a park strip will mean the area of the Property from the sidewalk to the edge of the street.
- c. "Turf" means any form of irrigated lawn, turf, or grass that requires spray irrigation.
- d. "Xeriscape Landscaping" means any landscaping method that utilizes drought-tolerant plants, excluding turf, but including mulch and drip irrigation and other water-conservation techniques.

3. RESTRICTIONS. By executing this Agreement, Owner agrees that they will not install turf on the parking strip area of the Property and will replace any existing turf in the parking strip area of the Property with xeriscape landscaping.

4. ISSUANCE OF START CARD. Upon both Parties' execution of this Agreement, Owner will be entitled to receive water service from the District's water system for the ADU and, if applicable, to connect to the District's water system at Owner's sole cost and expense in accordance with the District's regulations and policies and all other applicable laws and regulations. If necessary, the District will execute a start card or any other authorization(s) that Owner may need to obtain any land use approvals to develop the Property, including but not limited to building permits and conditional use permits.

5. INTERPRETATION. This Agreement will be liberally construed to promote and accomplish the public benefits of water conservation to ensure mitigation of the increased consumption of water by the ADU.

6. ENFORCEMENT.

- a. Owner agrees and understands that violations of this Agreement will constitute a conservation violation under the District's regulations and that Owner will pay all fees, fines, and penalties that the District may assess for violations of this Agreement in accordance with the District's regulations. Owner further agrees and understands that in addition to the provisions in the District's

regulations regarding water conservation violations, the District will have a right to disconnect the Property from its water system if the District provides Owner with a conservation violation for violating the terms of this Agreement and the Owner does not abate the violation within twelve (12) months of the date the District provides the notice. Provided further that the District will have all other rights of enforcement and remedies for breach of this Agreement that may be available at law, in equity, or within the District's regulations and policies, including but not limited to the right to damages, specific performance, the placement of liens on the property, and injunctive and other equitable relief to enforce this Agreement.

- b. The District's notices or violations will be deemed to be delivered and received as of the date indicated in the notice or violation, provided that such notice or violation must be mailed to the Address and must correctly list the Address.

7. WARRANTY OF AUTHORITY. By executing this agreement, Owner warrants that they are the record owner of the Property or have been delegated the authority to execute this Agreement on behalf of the record owner of the Property.

8. TERM. This Agreement will become effective on the date that both Parties execute it and will be perpetual in duration until both Parties agree to terminate it in writing.

10. AMENDMENT. This Agreement cannot be terminated, modified, or amended except by written agreement signed by each of the Parties.

11. INTEGRATION. This Agreement constitutes the entire understanding and agreement by and among the Parties hereto, and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.

12. SUCCESSORS AND ASSIGNS/RUNS WITH THE LAND. The rights, conditions and provisions of this Agreement will run with the land and inure to the benefit of and be binding upon the successors and assigns of the respective Parties.

13. ATTORNEY FEES. If this Agreement or any provision hereof will be enforced by an attorney retained by either Party hereto, whether by suit or otherwise, all costs incurred including court costs and reasonable attorney fees will be paid by the Party who breaches or defaults hereunder.

14. COUNTERPARTS. This Agreement may be executed in one or more counterparts each of which is an original of this Agreement and all of which, when taken together is the same agreement.

15. HEADINGS AND CAPTIONS. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision.

16. INCORPORATION OF RECITALS. The recitals contained in this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

17. SUCCESSORS IN INTEREST. The terms and conditions of this Agreement will bind all successors and assigns of the Parties hereto.

18. NO RELATIONSHIP. Nothing in this Agreement will be construed to create any partnership, joint venture or fiduciary relationship among the Parties.

19. DRAFTING PARTY. The Parties represent and agree that they had full opportunity to review this Agreement with their respective legal counsel and that they accept the terms hereof. The rule that such an agreement is to be construed against its drafter does not apply to this Agreement.

20. NO WAIVER. The District's failure to enforce any provision of the Agreement will not constitute a waiver of the District's right to enforce such provision. The provisions of this Agreement may be waived only in writing by the Party intended to be benefited by the provisions and a waiver by a Party of a breach hereunder by the other Party will not be construed as a waiver of any succeeding breach of the same or other provisions. Provided further, that nothing in this Agreement will be construed as waiving Owner's obligations to comply with all applicable District regulations and policies.

21. SEVERABILITY. If any portion of the Agreement is held to be unenforceable, the remaining provisions hereof will continue in full force and effect.

22. DEFAULT, COSTS, AND ATTORNEYS' FEES. If any Party defaults in the performance of any covenant or condition contained herein, the defaulting Party agrees to pay the costs and expenses, including reasonable attorneys' fees, that the non-defaulting Party incurs in enforcing this Agreement through litigation or otherwise.

23. APPLICABLE LAW AND VENUE. This Agreement will be construed in accordance with the laws of the State of Utah, and any actions between the Parties arising out of the relationship contemplated by this Agreement will be brought in Salt Lake County, Utah.

24. GOVERNMENTAL IMMUNITY ACT OF UTAH. The Parties agree and understand that the District is a governmental entity entitled to the protections and safeguards of the Governmental Immunity Act of Utah, Utah Code Section 63G-7-101 *et. seq.* and that the District neither waives nor relinquishes any applicable provision or protection of that Act.

25. RECORDING. The District will record this Agreement with the Recorder for Salt Lake County, Utah.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their respective officers.

[execution on following page]

**OWNER**

By: \_\_\_\_\_

Name \_\_\_\_\_  
(Please Print)

STATE OF UTAH

County of Salt Lake

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged that they executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**Commented [A3]:** If the owner is an entity rather than a private individual, please use the below notary block:

On this \_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, who proved on the basis of satisfactory evidence to be the person(s) whose name is subscribed to this document, and who acknowledged and that they signed said document on behalf of \_\_\_\_\_, which duly authorized them to sign the same.

**COPPERTON IMPROVEMENT DISTRICT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF UTAH

County of Salt Lake

On this \_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, who proved on the basis of satisfactory evidence to be the person(s) whose name is subscribed to this document, and who acknowledged and that they signed said document on behalf of Copperton Improvement District, which duly authorized them to sign the same.

\_\_\_\_\_  
NOTARY PUBLIC