

After Recording, Return To:

COTTONWOOD HEIGHTS  
Attn. City Recorder  
2277 East Bengal Blvd.  
Cottonwood Heights, UT 84121

14130234 B: 11432 P: 5944 Total Pages: 7  
07/18/2023 12:51 PM By: aallen Fees: \$0.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD HEIGHTS  
2277 E BENGAL BLVD. SALT LAKE CITY, UT 84121



## Storm Water System Covenant

**THIS STORM WATER SYSTEM COVENANT** (this "*Covenant*") is made effective the date specified below by the undersigned owner ("*Owner*") of the Property (defined below), in favor of the city of **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 2277 East Bengal Blvd., Cottonwood Heights, UT 84121, and its successors and assigns ("*City*").

### RECITALS:

A. Owner has requested City's approval of a subdivision plat, site plan, or other development proposal (the "*Proposal*") concerning the real property that is described on attached Exhibit "A" (the "*Property*"), which will require, among other things, Owner to construct or cause to be constructed certain improvements on the Property, including a storm water system (the "*System*") designed to City standards to handle the collection and flow of storm water on and from the Property, as specified by City's ordinances.

B. City is willing to grant such approval only if, among other things, Owner (1) covenants to timely construct and thereafter properly maintain the System, and (2) makes certain other covenants to City, all as specified below.

C. Owner desires to execute, acknowledge and deliver this Covenant to City, and to cause this Covenant to be recorded against title to the Property, to induce City to proceed with its review and anticipated approval of Owner's Proposal.

### AGREEMENT:

**NOW THEREFORE**, for the foregoing purposes and further good and valuable consideration, Owner hereby covenants and agrees as follows:

Section 1. **Completion of System.** Owner acknowledges, and irrevocably covenants and agrees to comply with, all of Owner's obligations under all applicable statutes, ordinances, rules, codes and policies of City and all other applicable governmental entities concerning development, ownership and operation of the Property ("*Applicable Laws*"), including the obligation and duty to timely complete construction of the System as shown on attached Exhibit "B" and as otherwise required by Applicable Laws. The foregoing covenant is intended to induce the City to process and approve Owner's Proposal in accordance with all Applicable Laws.

Section 2. **Additional Covenants.** Owner further acknowledges, and irrevocably covenants and agrees, to:

(a) No Alterations. Preserve, protect and not alter the System, particularly all associated water conveyance systems, grades and retention volumes, as intended for flood control.

(b) Maintenance. Properly, continuously maintain the System, including, without limitation, removal of sediment deposits; restoring grades, volumes and features per Exhibit "B;" removing fugitive trash and debris; preventing pollutants from reaching and leaching into subsurface; and

(c) Other. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(d) Indemnification. Owner shall indemnify, defend and hold City and its officers, employees, agents, insurers, contractors, representatives, assigns and other related parties (collectively, "Related Parties") harmless from and against any and all fees, costs, damages, claims, actions, and proceeding arising from or in any way related to the System.

Section 3. Access. City and its Related Parties shall have the right of ingress to and egress from the Property to inspect, measure, and sample the System to verify compliance, maintenance, flood control capacity, water quality functions and the overall protection of the System under applicable standards.

Section 4. Enforcement. In the event of Owner's default hereunder, City may pursue any and all available legal and equitable remedies, including, without limitation, the remedy of requiring Owner to specifically perform its obligation under this Covenant. If Owner defaults hereunder and fails to cure such default within ten business days after written notice from City, then, in addition to any other remedies available to City, City shall be entitled to an award of its costs and reasonable attorneys fees incurred in connection with City's enforcement of this Covenant.

Section 5. Duration. Except as expressly otherwise provided herein, the rights and restrictions specified herein shall be perpetual in duration.

Section 6. Covenants Run With Land. This Covenant (a) shall create an equitable servitude on the Property in favor of City; (b) shall constitute a covenant running with the land; (c) shall bind every person having any fee, leasehold or other interest in any portion of the Property at any time or from time to time; and (d) shall inure to the benefit of and be binding upon Owner (and its tenants, customers, invitees, licensees, agents, employees, and successors-in-interest as to the Property) and City (and its officers, employees, agents and assigns). The effect of this Covenant may be terminated in writing by action duly authorized by the governing body of City or any successor governmental entity.

Section 7. Interpretation, Etc. This Covenant shall be interpreted in accordance with Utah law. There are no third party beneficiaries, actual or intended, of this Covenant.

DATED effective 7 July 2023

OWNER:

(Insert Entity Owner's Name) Kevin Hughes  
a Jessica Hughes

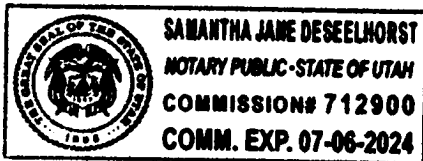
By: Jessica Hughes Kevin Hughes  
Its: Owner

Jessica Hughes  
(Insert Individual Owner's Name)

[Signature]  
(Insert Individual Owner's Name)

STATE OF UTAH )  
SS.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 7 day of July 2023 by Jessica Hughes as the owner of, and on behalf of, 7039 S Danish Pines Ln., a residential property.



[Signature]  
NOTARY PUBLIC

STATE OF UTAH )  
SS.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 7 day of July 2023 by Kevin Hughes and Jessica Hughes.



[Signature]  
NOTARY PUBLIC

**Exhibit “A” to  
Storm Water System Covenant**

(Attach Property’s legal description and ID number)

LOT 114, DANISH PINES SUB. 10835-0087

**Exhibit “B” to  
Storm Water System Covenant**

(Attach Diagram of Storm Water System)



# DANISH PINES LOT 114

7834 SOUTH DANISH PINE LANE  
COTTONWOOD HEIGHTS, UT  
SITE PLAN

DATE	DESCRIPTION
04/18/2022	REVISED PER CITY COMMENTS
04/12/2022	REVISED PER CITY COMMENTS
04/12/2022	REVISED PER CITY COMMENTS
04/12/2022	REVISED PER CITY COMMENTS

**SITE PLAN**

SP-1

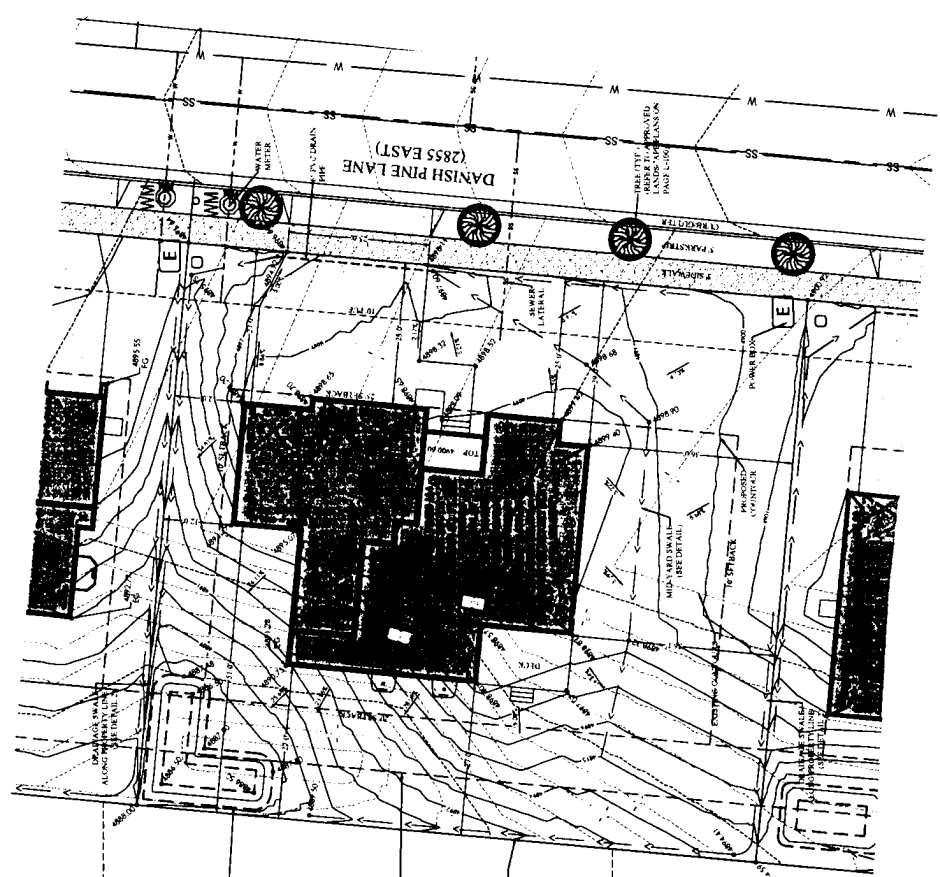
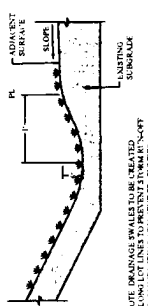
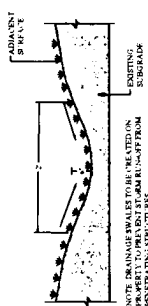
- NOTES:**
1. DRAINAGE SWALES SHALL BE INSTALLED ALONG THE REAR AND REAR PROPERTY LINES AS REQUIRED BY THE CITY OF COTTONWOOD HEIGHTS, UT. THE SWALES SHALL BE CONSTRUCTED AND MAINTAINED BY THE PROPERTY OWNER. THE SWALES SHALL BE A MINIMUM OF 4" ABOVE FINISHED GRADE. CONSTRUCTION TO BE DONE AS PER THE CITY STANDARDS AND SPECIFICATIONS AND ALL VEHICLES OF ALL ENDING UTILITIES SHALL BE PROTECTED BY THE SWALES. THE SWALES SHALL BE INSTALLED 1. THE GRADE AWAY FROM FOUNDATION WALLS SHALL BE 4" TO 6" ABOVE FINISHED GRADE WITHIN THE DISTANCE OF 10' FROM THE FOUNDATION WALLS. 2. THE SWALES SHALL BE INSTALLED TO BE CONVEYED TO THE STREET OR TO AN ADJACENT PROPERTY. 3. THE SWALES SHALL BE INSTALLED TO BE CONVEYED TO THE STREET OR TO AN ADJACENT PROPERTY. 4. THE SWALES SHALL BE INSTALLED TO BE CONVEYED TO THE STREET OR TO AN ADJACENT PROPERTY.

**LEGEND:**

TOP - FINISHED GRADE  
10' - 10' FINISHED GRADE  
10' - 10' FINISHED GRADE  
BP - BASEMENT FINISHED FLOOR

**SETBACKS**

REAR - 5'  
FRONT - 5'



Planning and Zoning Approved  
Merrick Yeh  
04/18/2022 4:35:08 PM

Approved Hours of Construction



GRAPHIC SCALE  
1 inch = 6 feet

RETENTION POND  
REAR SETBACK - 10' FROM PT  
FRONT SETBACK - 10' FROM PT  
SLOPE - 1:1  
REAR STORAGE - 250 CF  
FRONT STORAGE - 250 CF  
NOTE: SEE PAGE 2 FOR CITY APPROVED DETAILS

NO RETENTION EASEMENT

DRAINAGE SWALE ALONG REAR PROPERTY LINE (SEE DETAIL 2)