

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, UT 84114-8240

12860604
10/02/2018 04:18 PM \$25.00
Book - 10718 Pg - 3816-3823
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
UT ST-DEPT OF TRANSPORTATION
BOX 148420 ATT: MONE WARDLE
SLC UT 84114-8420
BY: SSP, DEPUTY - WI 8 P.

UTAH DEPARTMENT OF TRANSPORTATION DRAINAGE AGREEMENT

Salt Lake County

Tax ID No. 33-17-100-024

This Drainage Agreement made and entered into this 30 day of July
2018 between Utah Department of Transportation ("Department") and
 ("Permittee"), who owns the property described in Exhibit A.

RECITALS

The Permittee (property owner) desires to construct a drainage system and a drainage connection within the Department Right of Way subject to the requirements and conditions described in the Permit.

Department's Policy 08A-06 requires the Permittee to sign the Drainage Agreement as part of the permitting process for a drainage connection.

The parties agree as follows:

(1) **COMPLIANCE:** Permittee must comply with the conditions in the permit and applicable state and federal statutes, regulations and rules. The Department may perform inspection of Permittee's drainage system to monitor compliance with the Permit and with state and federal statutes, regulations, and rules. Permittee grants the Department access to the Permittee's property for inspection or to perform any repairs to prevent damage to the Department's Right of Way. The Department's inspection does not relieve the Permittee of its responsibilities in meeting the Permit conditions. The Permittee is responsible for the Department's inspection costs. Permittee's responsibilities include:

- a) Permittee is responsible for repairing and restoring any portion of the Department Right of Way and drainage systems located therein that may be damaged as a result of making the drainage connection or as the result of any subsequent drainage originating from the Permittee's property.
- b) Permittee must not increase its drainage discharge into the Department's drainage system without the written permission of the Department.
- c) A bonded contractor must apply for the required permit to install drainage systems in the Department Right of Way prior to the commencement of any such work.
- d) The Permittee is responsible to obtain environmental clearances, permits, or other approvals from any other local, state or federal agency that may have regulatory jurisdiction or oversight.

(2) **MAINTENANCE**: Permittee's drainage system must at all times be maintained, repaired, constructed, and operated by and at the expense of the Permittee. The drainage system will be serviced without access from any interstate highway or ramp. The Department may notify the Permittee of any maintenance requirements if the Permittee fails to maintain the drainage system. The Department reserves the right, without relieving the Permittee of its obligations, to reconstruct or make repairs to the drainage system, as it may consider necessary, and the Permittee must reimburse the Department for its cost if the Permittee fails to comply with the Department's written notification and complete the required maintenance.

(3) **FUTURE IMPACTS**: The Department has the right to change its drainage system for any future transportation project. If the Department's drainage system is reconstructed or modified, the Department reserves the right to hold the Permittee responsible for the cost to reconnect to the Department's drainage system. The Department is not responsible for any costs the Permittee incurs due to the drainage system being reconstructed or modified.

(4) **LIABILITY**: Pursuant to R930-7-6(2)(b), the Permittee is required to guarantee satisfactory performance under this Permit. The Department may proceed against Permittee to recover all expenses incurred by the Department, its employees, or contractors in repairing the sections of roadway damaged by the Permittee or its drainage system, including the failure to restore the Right of Way to Department standards. The Permittee will be liable for all costs the Department incurs under this agreement.

The Permittee will indemnify, defend, and hold harmless the Department, its employees, and the State of Utah from responsibility for any damage or liability arising from Permittee's construction, maintenance, repair, or any other related operation of the drainage system pursuant to the Permit issued under this agreement.

The Permittee will not hold the Department liable for damages resulting from any back-up or flow into the Permittee's drainage system or property. The Permittee accepts all risks associated with the connection to the Department's drainage system. The Permittee is responsible for all liability resulting from the discharge of pollutants into the Department's drainage system from its property or drainage system.

(5) CANCELLATION OF PERMIT: Any failure on the part of Permittee to comply with the terms and conditions set forth in the Permit or this Agreement may result in cancellation of the Permit. Failure of the Permittee to pay any sum of money for costs incurred by the Department in association with inspection, reconstruction, repair, or maintenance of the drainage system may also result in cancellation of the Permit. Non-compliance with either the Permit or Agreement may result in the Department removing the drainage system and restoring the highway and Right of Way at the sole expense of the Permittee. The Department will notify the Permittee in writing prior to any cancellation, setting forth the violations, and will provide the Permittee a reasonable time to correct the violations to the satisfaction of the Department. The Department may order the Permittee to remove its drainage system if the violations are not corrected.

(6) SUCCESSORS AND ASSIGNS: All covenants, obligations and agreements will be binding upon the parties, their successors and assigns and run with the land as described in Exhibit A until the drainage connection is removed from the Department's Right of Way.

(7) MISCELLANEOUS:

- a) Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other party.
- b) This Agreement does not create any type of agency relationship, joint venture, or partnership between the Department and Permittee.
- c) The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

- d) This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective party and to bind such party.

- e) If any portion of this Agreement is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid or unenforceable provision had never been included.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CURRENT PROPERTY OWNER/PERMITTEE			
Name Printed:	<u>John Lindsley</u>	Signature:	

State of Utah)

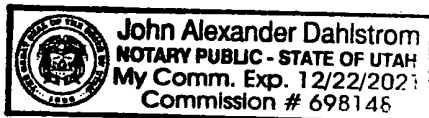
County of Salt Lake)

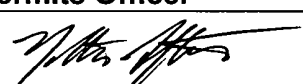
On this 25th day of September, in the year 2018,

John Lindsley personally appeared before me and duly acknowledged to me that he/she executed this agreement as the current property owner of said property or was authorized to sign the agreement on behalf of the property owner. Witness my hand and official seal.

(NOTARY SEAL)


Notary Public



UTAH DEPARTMENT OF TRANSPORTATION – Region Permits Officer			
Name Printed:	<u>NATHAN STEPHENS</u>	Signature:	

State of Utah)

County of Salt Lake)

On this 18th day of September, in the year 2018,

Nathan Stephens personally appeared before me, who duly acknowledged to me that he/she executed this agreement pursuant to the authority delegated to him/her for the Utah Department of Transportation. Witness my hand and official seal.

(NOTARY SEAL)

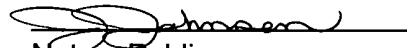

Notary Public



EXHIBIT A (Legal Description of Permittee's Property)

Beginning at a point which is North 947.326 feet along the Section Line from the West quarter corner of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian, thence East 1303.457 feet; thence North 00° 22'41" East 1752.410 feet to the Northeast corner of the Northwest quarter of the Northwest quarter of said Section 17; thence North 89° 40'05" West 1315.043 feet along the North line of said Section 17 to the Northwest corner of said Section 17; thence South 1759.998 feet along the West line of said Section 17 to the point of beginning.

Less and excepting:

A parcel of land, in fee for a highway known as Project No. MP-0182(6), being part of an entire tract of property, situate in Lot 3, of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian. the boundaries of said parcel of land are described as follows:

Beginning in the Northerly boundary line of said entire tract at a point 548.26 feet South 89° 40'20" East along the section line from the Northwest corner of said Section 17, which point is 258.00 feet perpendicularly distant Southwesterly from the Mountain View Corridor Right of Way Control Line, of said project, opposite approximate Engineer Station 949+21.02, and running thence South 89°40'20" East 766.82 feet along the Northerly line of said Section 17, to the Northeast corner of said Lot 3; thence South 0° 41'08" West 593.73 feet along the Easterly line of said Lot 3, to a point 240.00 feet perpendicularly Southwesterly distant from said control line opposite approximate Engineer Station 939+54.31; thence North 50 °43'19" West 558.72 feet; thence North 56° 17'48" West 185.29 feet; thence North 50 °43'19" West 223.57 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

EXHIBIT B

(include drainage plan showing state route, mile post and location of all drainage systems and drainage calculations)



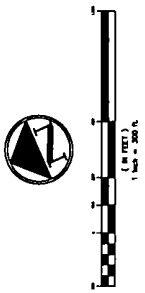
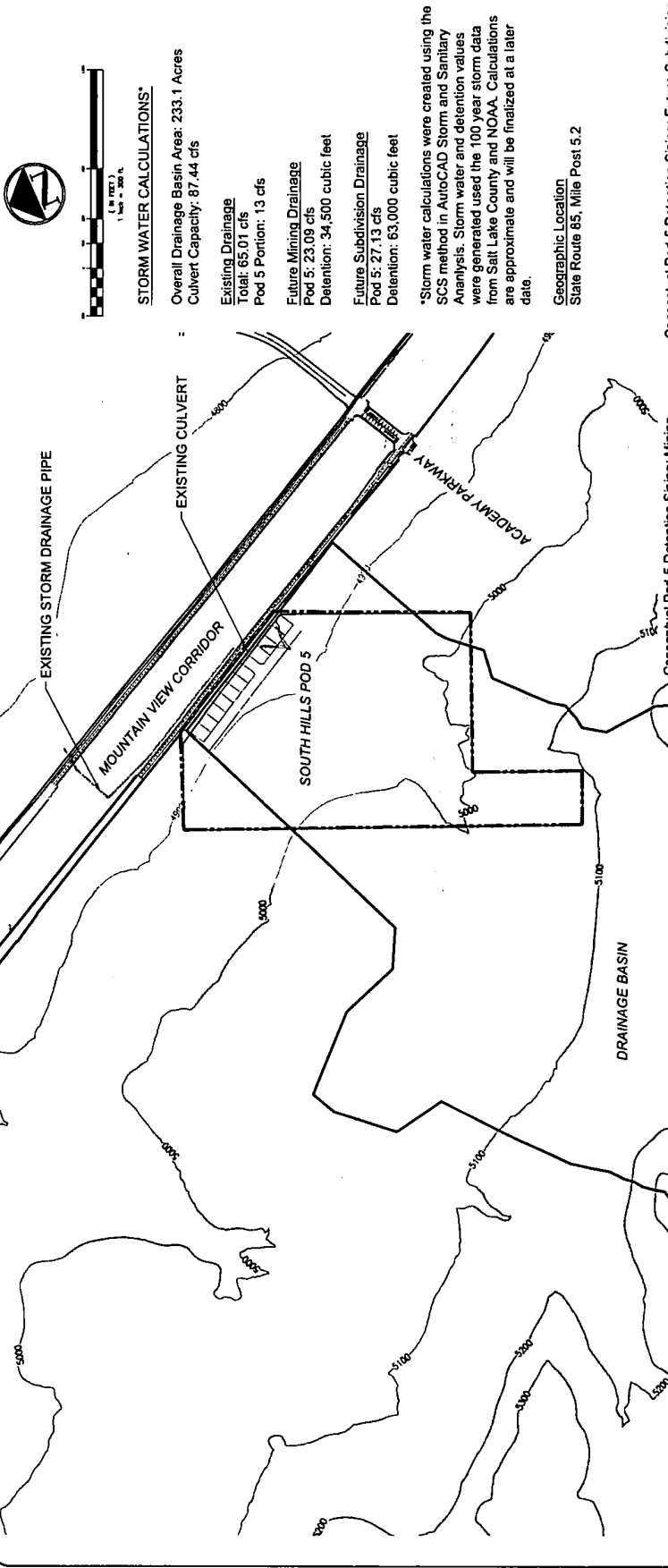
NO.	DATE	DESCRIPTION	BY
1	09/27/18	PROJECT NO. 2291	
2	09/27/18	DATE: 09/27/18	
3		CHECKED BY: SMA	
4		DRAWN BY: EYZ, GW, RL	
5		SCALE (VERT): 1" = 300'	

PROJECT NO. 2291
 DATE: 09/27/18
 CHECKED BY: SMA
 DRAWN BY: EYZ, GW, RL
 SCALE (VERT): 1" = 300'

3940 North Travlers Mountain Blvd, Suite 208
 Lehi, Utah 84043 • Tel: 801.541.3040
Infinity
 CONSULTANTS

WASATCH SOUTH HILLS DEVELOPMENT
 STORM DRAIN CALCULATIONS
 HERMAN CITY, UTAH

SHEET
 SD1



STORM WATER CALCULATIONS*

Overall Drainage Basin Area: 233.1 Acres
 Culvert Capacity: 87.44 cfs

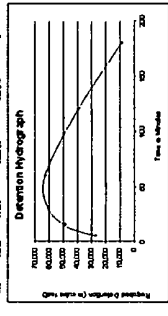
- Existing Drainage
 Total: 65.01 cfs
 Pod 5 Portion: 13 cfs
- Future Mining Drainage
 Pod 5: 23.09 cfs
 Detention: 34,500 cubic feet
- Future Subdivision Drainage
 Pod 5: 27.13 cfs
 Detention: 63,000 cubic feet

*Storm water calculations were created using the SCS method in AutoCAD Storm and Sanitary Analysis. Storm water and detention values were generated using the 100 year storm data from Salt Lake County and NOAA. Calculations are approximate and will be finalized at a later date.

Geographic Location
 State Route 65, Mile Post 5.2

Conceptual Pod 5 Detention Sizing: Future Subdivision

Time (hr)	Inflow (cfs)	Outflow (cfs)	Storage (cu ft)	Water Level (ft)
0	0	0	0	5100
1	10	10	0	5100
2	20	20	0	5100
3	30	30	0	5100
4	40	40	0	5100
5	50	50	0	5100
6	60	60	0	5100
7	70	70	0	5100
8	80	80	0	5100
9	90	90	0	5100
10	100	100	0	5100
11	110	110	0	5100
12	120	120	0	5100
13	130	130	0	5100
14	140	140	0	5100
15	150	150	0	5100
16	160	160	0	5100
17	170	170	0	5100
18	180	180	0	5100
19	190	190	0	5100
20	200	200	0	5100
21	210	210	0	5100
22	220	220	0	5100
23	230	230	0	5100
24	240	240	0	5100
25	250	250	0	5100
26	260	260	0	5100
27	270	270	0	5100
28	280	280	0	5100
29	290	290	0	5100
30	300	300	0	5100
31	310	310	0	5100
32	320	320	0	5100
33	330	330	0	5100
34	340	340	0	5100
35	350	350	0	5100
36	360	360	0	5100
37	370	370	0	5100
38	380	380	0	5100
39	390	390	0	5100
40	400	400	0	5100
41	410	410	0	5100
42	420	420	0	5100
43	430	430	0	5100
44	440	440	0	5100
45	450	450	0	5100
46	460	460	0	5100
47	470	470	0	5100
48	480	480	0	5100
49	490	490	0	5100
50	500	500	0	5100



Conceptual Pod 5 Detention Sizing: Mining

Time (hr)	Inflow (cfs)	Outflow (cfs)	Storage (cu ft)	Water Level (ft)
0	0	0	0	5100
1	10	10	0	5100
2	20	20	0	5100
3	30	30	0	5100
4	40	40	0	5100
5	50	50	0	5100
6	60	60	0	5100
7	70	70	0	5100
8	80	80	0	5100
9	90	90	0	5100
10	100	100	0	5100
11	110	110	0	5100
12	120	120	0	5100
13	130	130	0	5100
14	140	140	0	5100
15	150	150	0	5100
16	160	160	0	5100
17	170	170	0	5100
18	180	180	0	5100
19	190	190	0	5100
20	200	200	0	5100
21	210	210	0	5100
22	220	220	0	5100
23	230	230	0	5100
24	240	240	0	5100
25	250	250	0	5100
26	260	260	0	5100
27	270	270	0	5100
28	280	280	0	5100
29	290	290	0	5100
30	300	300	0	5100
31	310	310	0	5100
32	320	320	0	5100
33	330	330	0	5100
34	340	340	0	5100
35	350	350	0	5100
36	360	360	0	5100
37	370	370	0	5100
38	380	380	0	5100
39	390	390	0	5100
40	400	400	0	5100
41	410	410	0	5100
42	420	420	0	5100
43	430	430	0	5100
44	440	440	0	5100
45	450	450	0	5100
46	460	460	0	5100
47	470	470	0	5100
48	480	480	0	5100
49	490	490	0	5100
50	500	500	0	5100

