WHEN RECORDED, MAIL TO: Utah Department of Transportation Right of Way, Fourth Floor Box 148420 Salt Lake City, UT 84114-8240 12500773
03/22/2017 03:42 PM \$0.00
Book - 10540 P9 - 4840-4861
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UT ST-DEPT OF TRANSPORTATION
BOX 148420 ATT: JASON HENLEY
SLC UT 84114~8420
BY: SRP, DEPUTY - WI 22 P.

UTAH DEPARTMENT OF TRANSPORTATION DRAINAGE AGREEMENT

Salt Lake County T

Tax ID No. 33-06-100-042

This Drainage Agreement made and entered into this 31 day of January 2017 between Utah Department of Transportation ("Department") and Herriman Medical Partner ("Permitee"), who owns the property described in Exhibit A. Herriman Medical Partner ("Portners LLC")

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) <u>COMPLIANCE:</u> 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) <u>FUTURE IMPACTS</u>: 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) <u>LIABILITY:</u> 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 backup 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.

- 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) <u>SUCCESSORS AND ASSIGNS:</u> 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 WEREOF, the parties hereto have executed this Agreement the day and year first above written.

CURRENT PROPERTY OWNER/PERMITTEE

Name

Name Printed:	Jim Balderson	Signature:	John			
State of Utah) County of						
LITALI DEDA	TMENT OF TRANSPORTA	FION Decies	Do-mite Officer			
UTAH DEPAR	RTMENT OF TRANSPORTA		Permits Officer			
	NATHANI STEPHENS		Permits Officer			
Name Printed: State of Utah) County of On this da personally appracknowledged	ATHAN STEPHENS ay of, in the year beared before me as the signed to me that he/she executed to the sim/her as the current property	Signature: ar 20 \ 7 _, the output of this agreement in the service of the servi	owner of the property nent, who duly pursuant to the authority			
Name Printed: State of Utah) County of On this da personally app acknowledged delegated to h	ATHAN STEPHENS ay of, in the year beared before me as the signed to me that he/she executed to him/her as the current property al.	Signature: ar 20 \ 7 _, the output of this agreement in the service of the servi	owner of the property nent, who duly pursuant to the authority property. Witness my hand			

EXHIBIT A (Legal Description of Permittee's Property)				

EXHIBIT B				
nclude drainage plan	showing state route, mi	le post and location	n of all drainage sys	stems and drainage
lculations)				
	•			

Exhibit "A"

Parcel 1:

Beginning at a point which is 870.00 feet South 89°48'37" East along the North Section line from the Northwest corner of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian, thence South 89°48'37" East-along said Section-line 457.65 feet to the Northeast corner of the West 1/2 of the Northwest-1/4 of said Section 6; thence South 0°21'38" East 358.00 feet along the East line of said West 1/2; thence North 89°48'47" West 457.65 feet; thence North 0°21'38" West 358.00 feet to the point of beginning.

Less and excepting any and all portions lying within the legal bounds of Calder Place Subdivision, Andreason Place-Subdivision, Hamilton's Homestead Subdivision, and 13400 South Stroot.

Also less and excepting the following three (3) legal descriptions:

A parcel of land in fee for the widening of the existing roadway 13400 South Street, being part of an entire tract of property situate in the NW¼ NW¼ of Section 6, Township 4 South, Range 1 West, Salt Lake Base & Meridian. The houndaries of said parceLof land are as follows: Beginning in the Westerly boundary line of said entire tract at a point South 89°48'47" East 870.33 feet (870.00 feet by record) along the section line and 45.00 feet South 00°11'13" West from the Northwest Corner of said Section 6, said corner is 39.00 feet perpendicularly distant southerly from the centerline of said 13400 South Street opposite engineers station 133+97.57; and running thence North 00°21'38" West 45.00 feet along said westerly boundary line to the Northwest Corner of said entire tract, said point lies in the northerly section line of said Section 6; thence South 89°48'47" East 187.65 feet along the northerly boundary line of said entire tract to the Northeast Corner of said entire tract; thence South 00°21'38" East 45.00 feet along the easterly boundary line of said entire tract; thence North 89°48'47" West 187.65 feet along a line parallel with said centerline to the point of beginning.

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 the NW¼NW¼ of Section 6, Fownship 4 South, Range 1-West, Salt Lake Base & Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said entire tract, which point is 1,057.65 feet South 89°48'47" East along the section line and 45.00 feet South 0°21'38" East from the Northwest Corner of said Section 6; and running thence South 0°21'38" East 9.95 feet along the easterly boundary line of said entire tract to a point 69.85 feet radially distant southerly from the 13400 South Street Right of Way Control Line, of said project, opposite approximate Engineer Station 28+72.08; thence North 89°03'45" West 11.66 feet.; thence South 89°37'19" West 258.98 feet to the westerly boundary line of said entire tract to a point 71.89 ft. perpendicularly distant southerly from said control line, opposite approximate Engineer Station 26+00.85; thence North 0°21'38" West 12.35 feet to the existing southerly right of way line of 13400 South Street; thence South 89°48'47" East 270.65-ft. along said existing northerly right of way line to the point of boginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

A tract of land in Lot 4 of Section 6, Township 4 South, Range 1 West, Salt Lake Base & Meridian. The boundaries of said tract of land are described as follows: Beginning at a point which is 522.73 feet South 89°33'56" East along the section line and 45.00 feet South from the Northwest Comer of said Section 6; and running thence South 89°33'56" East 535.01 feet.; thence South 0°06'47" East 9.95 feet; thence North-88°48'54" West 11.66 feet; thence South 89°52'10" West 230.73 feet to the end of the highway limited-access line of UDOT Project MP-0182(6) at a point designated as Point "B"; thence along said limited-access line the following four courses: 1) South 89°52'10" West 28.25 feet;-2) South 00°06'03" West 3.27 feet; 3) North 89°31'48" West 76.74 feet; 4) South 78°58'29" West 195.01 feet to a point designated as Point "A"; thence North 3°58'40" East 54.42 feet to the point of beginning.

Parcel 2:

Beginning at a point 540.65 feet North 89°48'47" West from the Northeast corner of the Northwest quarter of the Northwest quarter of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian, said point being 787 feet South 89°48'47" East from the Northwest corner of said Section 6; thence running South 89°48'47" East 83 feet; thence South 0°21'38" East 358 feet; thonco North 89°48'47" West 83 feet; thence North 0°21'38" West 358 feet to the point of beginning.

Less and excepting the following three (3) legal descriptions:

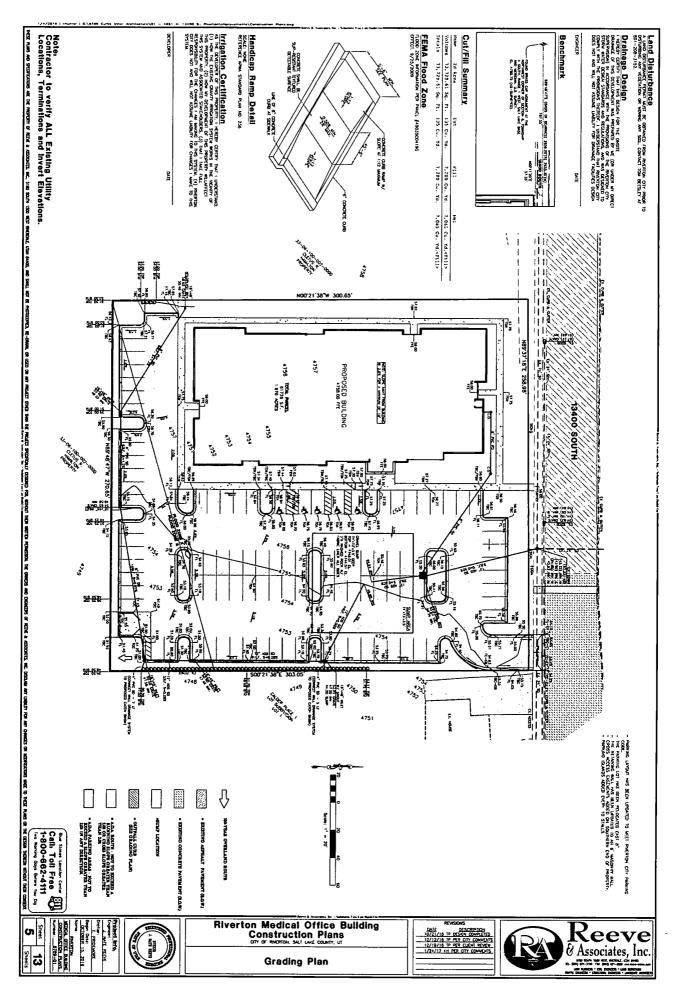
A parcel of land in fee for the widening of the existing roadway 13400 South Street, being part of an entire tract of property situate in the NW½NW½ of Section 6, Township 4 South, Range 1 West, Salt Lake Base & Meridian. The boundaries of said parcel of land are as follows: Beginning in the westerly boundary line of said entire tract at a point South 89°48'47" East 787.34 feet (787.00 feet by record) along the section line and 39.00 feet South 00°21'38" West from the Northwest Corner of said Section 6, said corner is 39.00 feet perpendicularly distant southerly from the centerline of said 13400 South Street opposite engineers station 133+14.57; and running thence North 00°21'38" West 45.00 feet along said westerly boundary line to the Northwest Corner of said entire tract, said point being in the northerly section line of said Section 6; thence South 89°48'47" East 83.00 feet along the northerly boundary line of said entire tract to the Northeast Corner of said entire tract; thence South 00°21'38" East 45.00 feet along the easterly boundary line of said entire tract; thence North 89°48'47" West 83.00 feet along a line parallel with said centerline to the point of beginning.

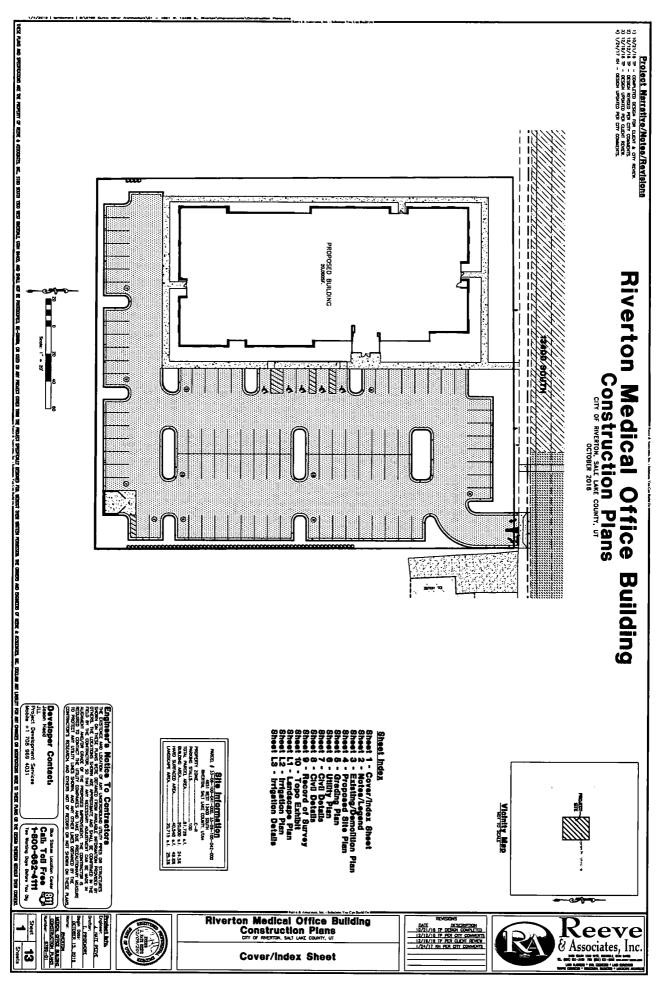
A parcel of land in fee for the widening of the existing roadway 13400 South Street, being part of an entire tract of property situate in the NW¼ NW¼ of Section 6, Township 4 South, Range 1West, Salt Lake Base & Meridian. The boundaries of said parcel of land are as follows: Beginning in the westerly boundary line of said entire tract at a point South 89°48'47" East 787.34 feet (787.00 feet by record) along the section line and 45.00 feet South 00°21'38" West from the Northwest Corner of said Section 6, said corner is 39.00 feet perpendicularly distant southerly from the centerline of said 13400 South Street opposite engineers station 133+14.57; and running thence North 00°21'38" West 45.00 feet along said westerly boundary line to the Northwest Corner of said entire tract, said point being in the northerly section line of said Section 6; thence South 89°48'47" East 83.00 feet along the northerly boundary line of said entire tract to the Northeast Corner of said entire tract; thence South 00°21'38" East 45.00 feet along the easterly boundary line of said entire tract; thence North 89°48'47" West 83.00 feet along a line parallel with said centerline to the point of beginning.

A tract of land in Lot 4 of Section 6, Township 4 South, Range 1 West, Salt Lake Base & Meridian. The boundaries of said tract of land are described as follows: Beginning at a point which is 522.73 feet South 89°33'56" East along the section line and 45.00 feet South from the Northwest Comer of said Section 6; and running thence South 89°33'56" East 535.01 feet.; thence South 0°06'47" East 9.95 feet; thence North 88°48'54" West 11.66 feet; thence South 89°52'10" West 230.73 feet to the end of the highway limited-access line of UDOT Project MP-0182(6) at a point designated as Point "B"; thence along said limited-access line the following four courses: 1) South 89°52'10" West 28.25 feet; 2) South 00°06'03" West 3.27 feet; 3) North 89°31'48" West 76.74 feet; 4) South 78°58'29" West 195.01 feet to a point designated as Point "A"; thence North 3°58'40" East 54.42 feet to the point of beginning.

Tax Parcel No. 33-06-100-042, 33-06-100-041

EXHIBIT B				
	showing state route, mile	e post and location o	f all drainage system	s and drainage
calculations)				_
			ı	





SELECTIONS OF CASHA, CONTRACTION HOTES, DAMES DA-1 M THE MOTITION OFT SAMABO SELECTIONS OF AN ALL SECTIONS OF A CONTRACTION HATE SAMABO SELECTIONS OF A CONTRACTION HATE SECTIONS OF A CONTRACTION HATE SECTION HATE

SECRETION DESCRIPT, WARM, WE MANUE OF METERS THATTE CORRECT FORCES.

METERS REPORTED FOR THE PROPERTY OF THE RESTRICT OF THE GROWN
METERS REPORTED FOR THE RESTRICT OF THE GROWN
METERS REPORT OF THE RESTRICT OF THE GROWN
METERS REPORTED FOR THE GROWN OF THE GROWN
METERS REPORTED FOR THE GROWN OF THE GROWN OF THE GROWN
METERS REPORTED FOR THE GROWN OF THE

THE CONTRICTOR SAME OF THE CONTRICTOR WITNING CONTRICTOR SAME WAS CONTRICTOR.

AND CONTRICTOR SAME WAS CONTRICTOR SAME WAS CONTRICTOR SAME WAS CONTRICTOR.

AND CONTRICTOR SAME WAS CONTRICTOR SAME WAS CONTRICTOR SAME WAS CONTRICTOR.

AND CONTRICTOR SAME WAS CONTRICTOR SAME WAS CONTRICTOR SAME WAS CONTRICTOR.

AND CONTRICTOR SAME WAS CONTRICTOR SAME WAS CONTRICTOR SAME WAS CONTRICTOR.

AND CONTRICTOR SAME WAS CONTRICTOR SAME WAS CONTRICTOR SAME WAS CONTRICTOR.

AND CONTRICTOR SAME WAS CONTRICTOR SAME WAS CONTRICTOR.

AND CONTRICTOR SAME WAS CONTRICTOR SAME WAS CONTRICTOR.

AND C THE CONTRACTOR TO LOSS EIGHT MANACHAST PRACTICES FOR PROVIDER DESCRIMENT OF CONSTRUCTION OF THE PRACTICE, ALL MITTERS AND ALL WORKS SHALL BE SERVICED TO CONTRACT ALL MITTERS AND ALL WORK THE SERVICED THE CHARTISTS AND ALL WORK THE RECORD THE CHARTISTS AND ALL WORK THE PRACTICES AND RECORD THE PR COMPRACTOR SALL AETP THE SITE WITERD TO COMPRACT DAST, COMPRACTOR TO LOCALTE A REARY MOTIONANT TOR LESS AND TO BASTALL TEMPORORY METUR. CONSTRUCTION WATER COST TO BE INCLUDED IN BIG. Erosion Control General Notes,

ALL ACCESS TO PROPETE WILL BE FROM PABLE REPAIRONS TO THE COMPINATION IS REQUERED BY SINTE AND TEXTURE RECELLATIONS TO PREVIOUR A STOCKN WHITE POLLUTION PREVENTION PLAN AND FILE A "MOTICE OF WITHOUT WITH THE CONCERNIC ACCINCES." WELL CHARMS OFFICIATIONS ARE COMPLETED AND THE DISTURBED GROUND BY LUTY OPEN THE IN DAYS OF MORE, THE AREA SHALL BE FUNDOWED PARALLED TO THE COMPOUNDS. THE CONTRACTOR SHALL MODEY CROSSON CONTROL MEASURES TO ACCOMMODATE PROJECT PLANEOUS.

Maintenance A LAND DISTURBANCE PEDANT MAST BE 067ANED FROM BATETON CITY PROPR TO DISTURBANC ANY VECETATION OR MOYING ANY SOIL CONTACT TOM BEESLEY AT 801-208-3132.

ALL BEST MANAGERIAT PRACTICES (BMP'S) SHOWN ON THES PLAN MAST BE MANAGED AT ALL THES WITH, PROJECT CLOSS—OUT.

IN COMPACTOR'S RESPONSELITY SWALL BE LOCALISTED AND COPIES OF THE MALL DRIVEN CHICAGE SWALL BE LOCALISTED AND COPIES OF THE MALL OF SECURITY CHICAGE SWALL BE LOCALISTED AND COPIES OF THE MALL DRIVEN CHICAGE SWALL BE LOCALISTED AND COPIES OF THE MALL DRIVEN COPIES OF THE MALL DR

SCHADIT TRACKED ONTO PAYED ROADS WAST BE CLEARED UP AS STOM AS PRACTICAL, BUT IN MO CASE LATER THAN THE END OF THE KIRTHAL WORK DAY, THE CLEAN UP WILL PACKED BETTERNO OF THE TRACKED WITTOWN, PICKHO IN. AND OLDERSTRING IT TO A CONTAINED AREA. SEDMONT COPOSTS SHOULD BE RELIGIOU ATTRE SCHI BANFALL THEY MAST BE RELIGIOUS BYEN THE LUTEL OF COPOSTION REJIGHTS APPROXIMATELY ONE-HALF THE HEIGHT OF BANDELS.

ANT COPERD SUMP THAT THE TRANS METILIZED THE MOREST THAN IN A OFFI WAST OF STREAM PROPERTY OF MORE OF THE TRAILWISE GENORISES AS SEAVING CREATINGS DESIGN SITH A TOCKETS AN APPROXIMATE AT DESCRIPT AN APPROXIMATE AT DESCRIPT AND APPROXIMATE AND SUMPS C) RESILIZED A LEST-RESHT. TEMPORATY DESCRIPT CONTROL BLANKET C) RESILIZED A LEST-RESHT. TEMPORATY DESCRIPT CONTROL BLANKET

The control of the co

RESTRICT VALUE TO SERVICE TO SERVICE STATE CONTROL SERVICE STATE SERVICE S

1 4 5

TEDINATED CONCERN AND

ENST-OF WAY

CONTROLLES AND THE PROTECT OF SHORE AT ALL WILLS DETERMENT AND DEVECTS WITH WEST TO CONTROLLES AND THE PROTECT OF SHORE A

CATES MAIN CUSTO MAIS MAI DECOM STATE LEGIS

MO 4/ 5 ILDEGE

CONTROL CATCE MADE

- TOP MACE OF CULD - MACE AND EASTER
- TOP MACE OF CULD

TOP OF AUPEALT

ALTERNATION AND AREA

· TOT OF SUPERALLS

TOOLS CHEEDING TO SEE

TACHERAN CHILD AND SUPERIOR OFFICERS PEDPORTO APPEALT PAYEDEET CAUTI LICENSAME LIVEGOV OSCULOS EXCELLING CONCERNS WARRIED GROWS

EXCELLINATE REPLY CALLEDS EDGY WEALD ASYLINYM CHEL COLO ECCUM DIVINA COLOR NO CULDIARY WATER LINE COD COLUMNEY AVAILED COD ENCLI REALES ASYLDRYS COL - 100 A014 -

דונגענידוו ובמיו מנוטייניני

PLOPOLIN GENERAL MATER ALTEL MERKAL
MARITALITA OTTO
MARITALITA
MARITALIT

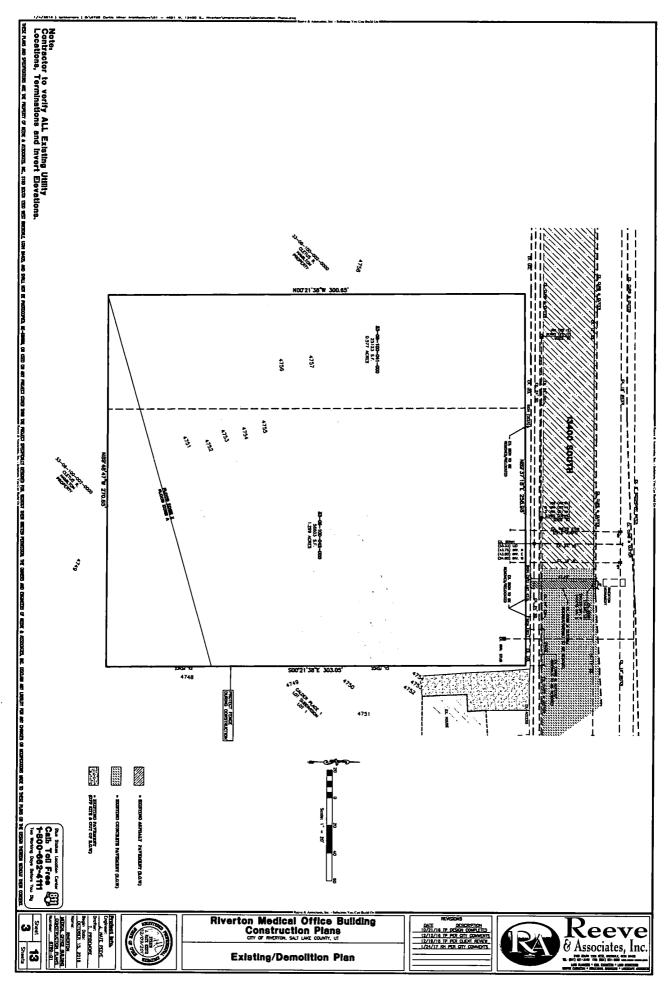


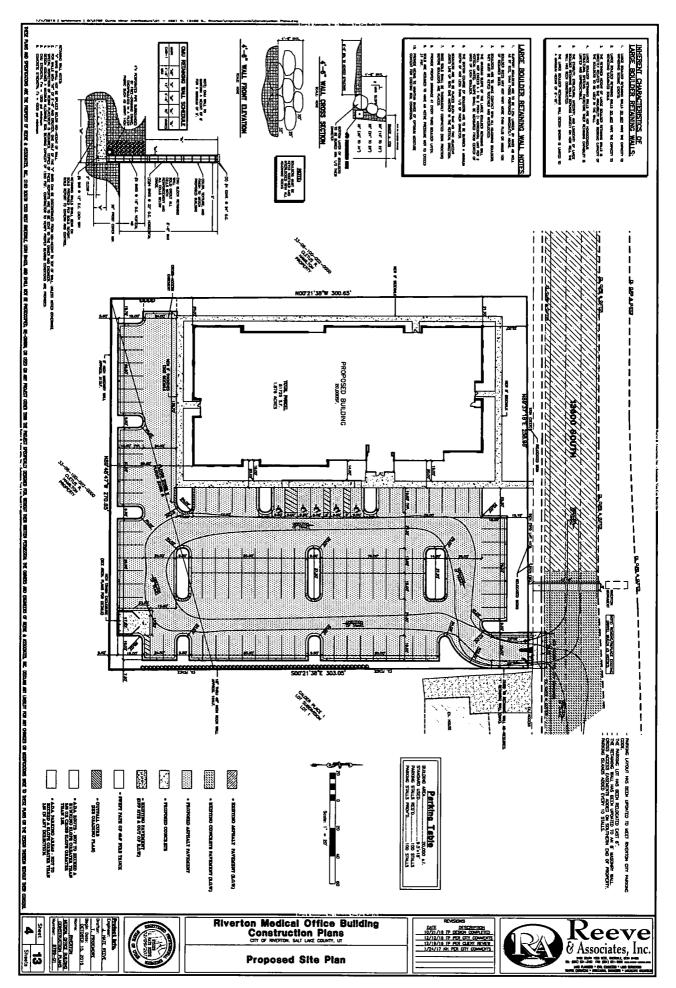
Riverton Medical Office Building Construction Plans on or Morrow, sul LMC COMMY, UT

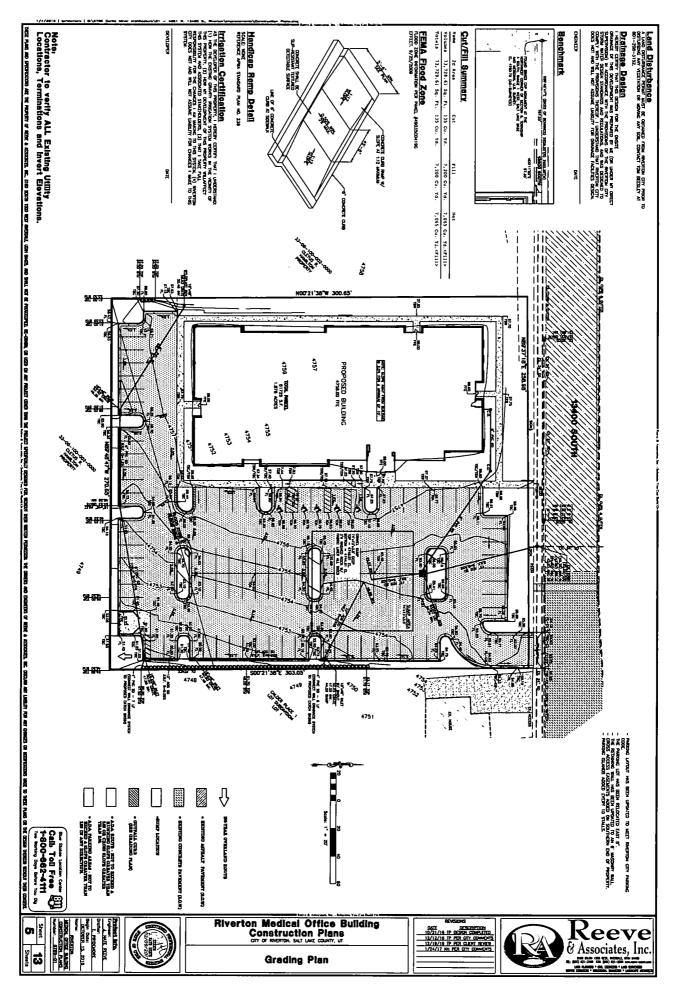
Notes/Legend/

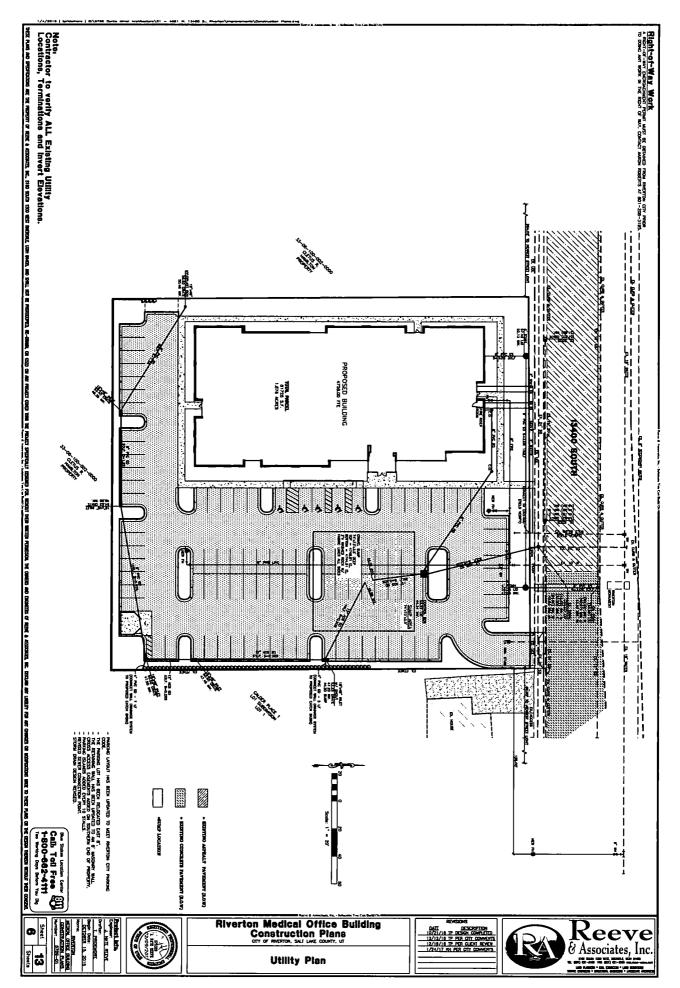


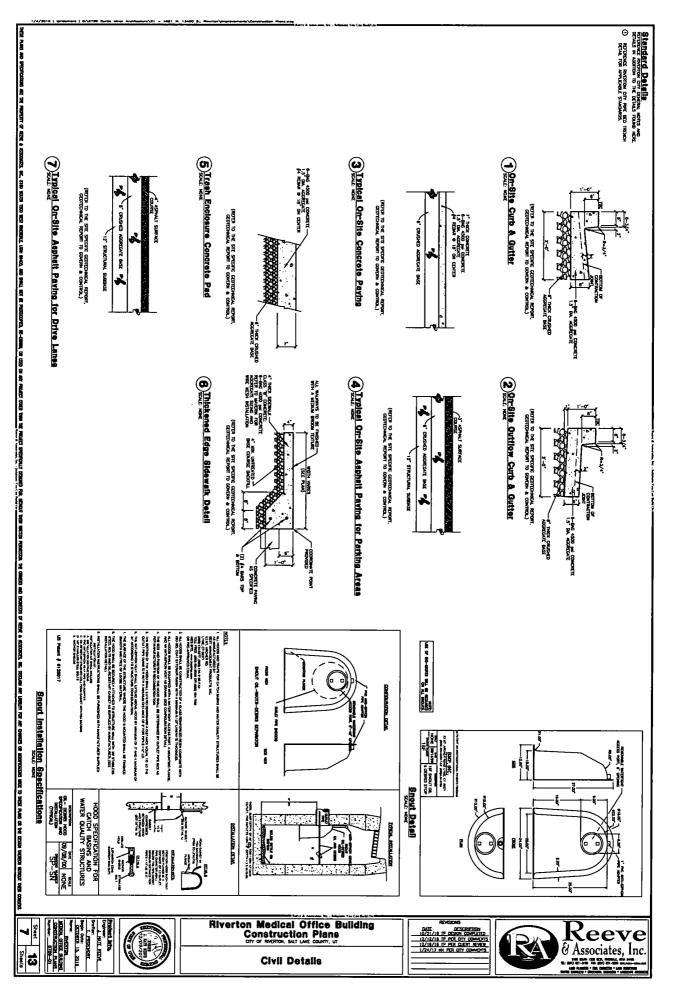


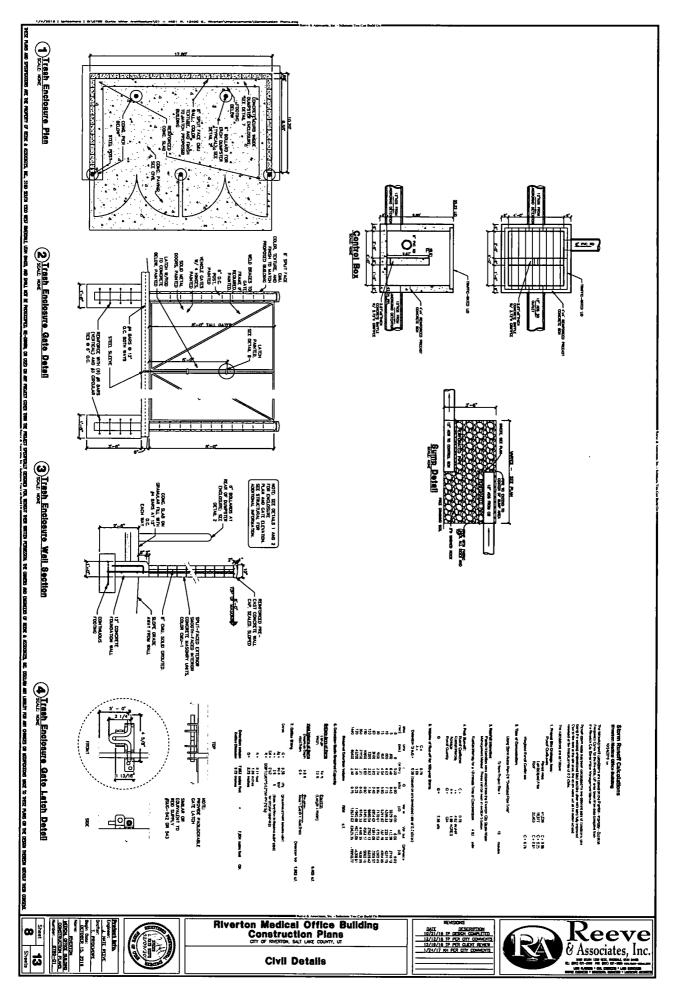


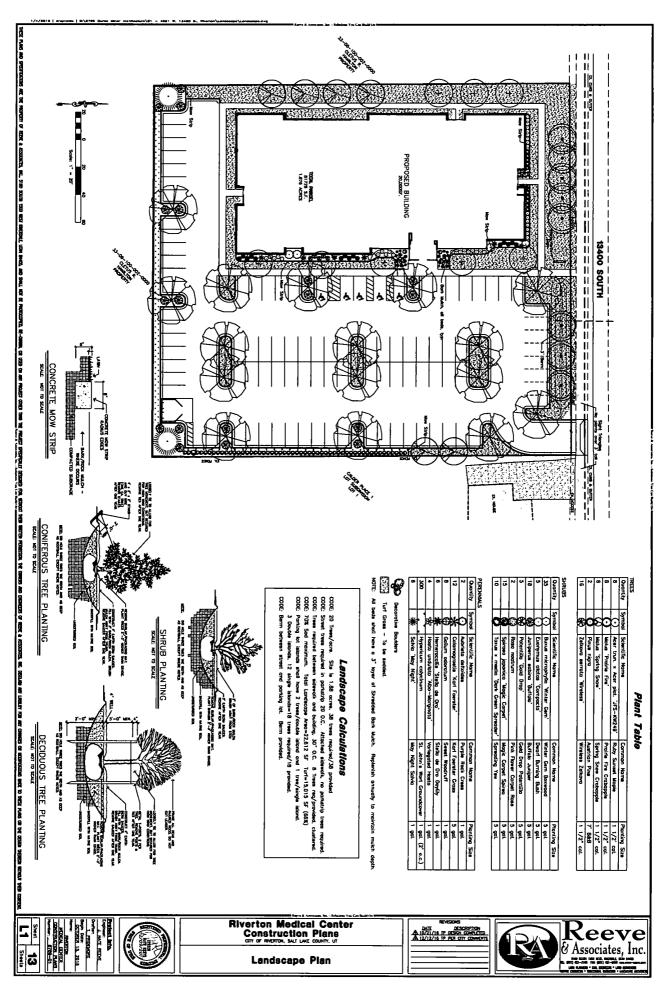


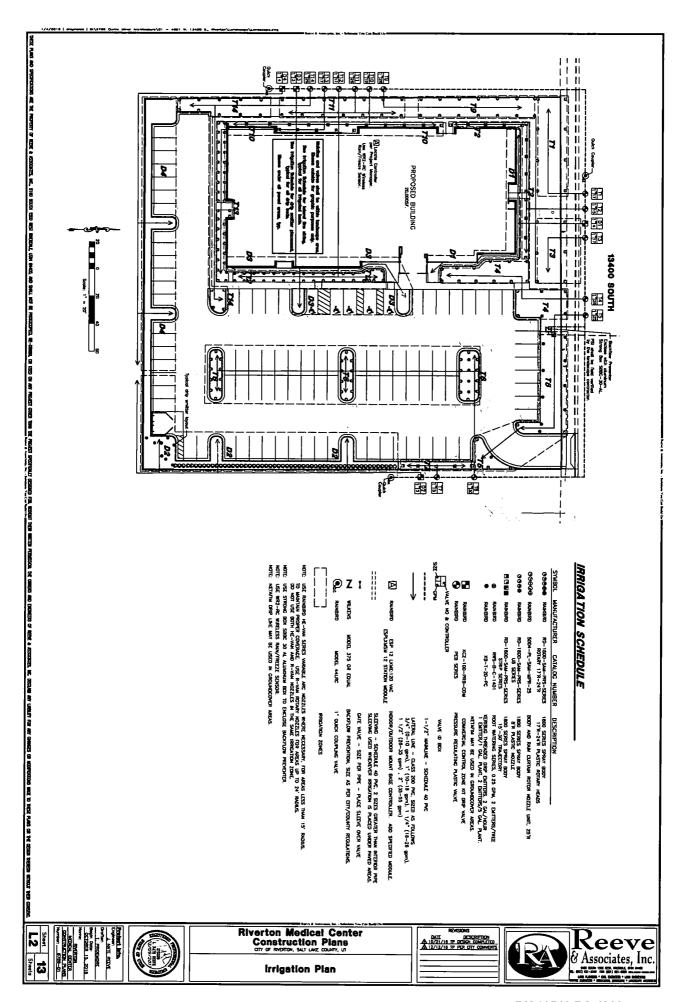


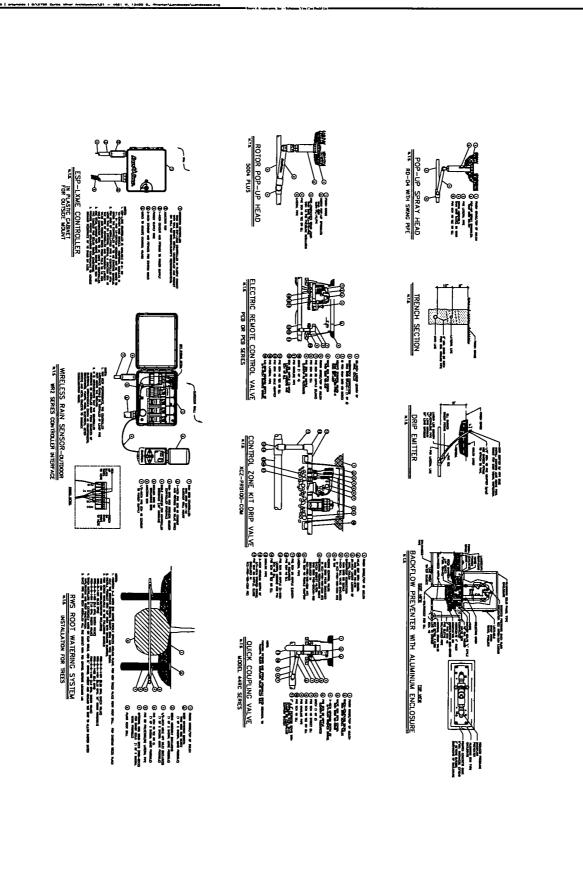


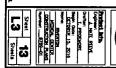














Riverton Medical Center Construction Plans on or MERION, SALT LAZ COUNTY, UT

Irrigation Details



