

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

12708836  
2/1/2018 2:31:00 PM \$29.00  
Book - 10643 Pg - 8101-8110  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 10 P.

## UTAH DEPARTMENT OF TRANSPORTATION DRAINAGE AGREEMENT

Salt Lake County

Tax ID No. 27243020100

This Drainage Agreement made and entered into this 21 day of December  
20 17 between Utah Department of Transportation ("Department") and  
Ivory Development, LLC ("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.

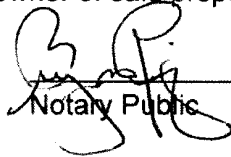
- d) This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective party and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

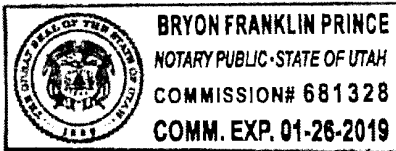
CURRENT PROPERTY OWNER/PERMITTEE			
Name Printed:	Ivory Development, LLC	Signature:	


State of Utah)  
County of Salt Lake )

On this 21 day of December, in the year 2017, the owner of the property personally appeared before me as the signer of this agreement, who duly acknowledged to me that he/she executed this agreement pursuant to the authority delegated to him/her as the current property owner of said property. Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public


(NOTARY SEAL)



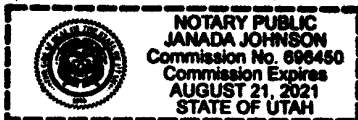
UTAH DEPARTMENT OF TRANSPORTATION – Region Permits Officer			
Name Printed:	<u>Nathan Stephens</u>	Signature:	

State of Utah)  
County of Salt Lake )

On this 30<sup>th</sup> day of January, in the year 2018, the owner of the property personally appeared before me as the signer of this agreement, who duly acknowledged to me that he/she executed this agreement pursuant to the authority delegated to him/her as the current property owner of said property. Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public

(NOTARY SEAL)



**EXHIBIT A (Legal Description of Permittee's Property)**

See Attached

**"EXHIBIT A"—Department Drainage Agreement (per UDOT Policy 08A-06)**

**EXHIBIT A**

**LEGAL DESCRIPTIONS  
PREPARED FOR  
IVORY DEVELOPMENT, LLC  
BIG WILLOW CREEK SUBDIVISION  
DRAPER, UTAH  
(November 1, 2017)  
15-026**

**PHASE 1A BOUNDARY DESCRIPTION**

A portion of the SW1/4 of Section 24, Township 3 South, Range 1 West, Salt Lake Base & Meridian, located in Draper, Utah, more particularly described as follows:

Beginning at a point located N89°54'32"E along the Section line 760.64 feet from the Southwest Corner of Section 24, T3S, R1W, S.L.B.& M.; thence along a Boundary Line Agreement recorded in Deed Book 4824 Page 1498 of the Official Records of Salt Lake County, and along the centerline of an existing creek the following 9 (nine) courses and distances: N21°31'28"W 149.85 feet; thence N71°02'08"W 64.72 feet; thence N1°46'22"E 31.69 feet; thence N62°48'48"W 50.40 feet; thence N9°12'22"E 153.15 feet; thence N57°42'18"W 74.60 feet; thence N21°48'38"W 112.66 feet; thence S81°52'32"W 52.81 feet; thence N49°34'56"W 227.41 feet to the easterly line of TIME SQUARE Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence along said plat the following 8 (eight) courses and distances: N30°30'24"E 106.98 feet; thence N27°03'36"W 69.69 feet; thence N78°43'14"E 41.13 feet; thence N48°33'04"E 129.64 feet; thence S69°25'26"E 59.87 feet; thence N12°44'34"E 277.75 feet; thence N12°44'24"E 8.81 feet; thence N79°33'36"W 15.00 feet to the centerline of a creek; thence along said centerline the following 5 (five) course and distances: N27°38'00"E 50.00 feet; thence N22°03'00"E 60.00 feet; thence N0°52'00"E 50.00 feet; thence N8°15'00"W 136.10 feet; thence N19°55'00"E 40.62 feet to the southeast corner of Lot 1, RICHARDSON SUBDIVISION AT DRAPER, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence N5°54'45"E along said plat 12.14 feet; thence N89°53'47"E 7.28 feet; thence N6°01'23"E 187.16 feet; thence N89°55'34"E 3.76 feet; thence N6°25'32"E 305.25 feet; thence N26°32'34"E 68.88 feet to the southwest corner of that Real Property described in Deed Book 8509 Page 6471 of the Official Records of Salt Lake County; thence S89°58'37"E along said deed 345.26 feet; thence N2°08'23"E along said deed and along that Real Property described in Deed Book 8431 Page 156 of the Official Records of Salt Lake County 87.25 feet; thence S62°41'26"E 57.10 feet; thence S02°08'23"W 183.74 feet; thence S13°00'23"W 57.30 feet; thence S41°49'23"W 100.00 feet; thence S06°19'23"W 145.19 feet; thence S87°27'37"E 45.62 feet; thence S01°05'23"W 150.90 feet; thence N89°53'47"E 212.80 feet; thence S00°06'13"E 124.00 feet; thence N89°53'47"E 54.22 feet; thence S00°06'13"E 59.95 feet; thence S05°00'59"W 486.69 feet; thence N89°54'33"W 108.85 feet; thence S05°00'59"W 343.94 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 24.90 feet through a central angle of 95°06'27" (chord: S42°32'15"E 22.14 feet); thence S00°05'28"E 59.99 feet; thence S89°54'32"W 7.93 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 22.72 feet through a central angle of 86°47'14" (chord: S46°30'55"W 20.61 feet) to a point of compound curvature; thence along the arc of a curve to the left with a radius of 220.00 feet a distance of 72.93 feet through a central angle of 18°59'39" (chord: S06°22'32"E 72.60 feet); thence S15°52'21"E 138.99 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 20.94 feet through a central angle of 79°59'41" (chord: S55°52'12"E 19.28 feet) to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 180.00 feet a distance of 18.15 feet through a central angle of 05°46'34" (chord: N87°01'15"E 18.14 feet); thence N89°54'32"E 5.53 feet; thence S00°05'28"E 60.00 feet; thence Southwesterly along the arc of a non-tangent curve to the left having a radius of 15.00 feet (radius bears: S00°05'28"E) a distance of 27.69 feet through a central angle of 105°46'53" (chord: S37°01'05"W 23.92 feet); thence S15°52'21"E 28.62 feet; thence along the arc of a curve to the right with a radius of 280.00 feet a distance of 72.35 feet through a central angle of 14°48'16" (chord:

S08°28'13"E 72.15 feet) to the Section line; thence S89°54'32"W along the Section line 60.01 feet; thence Northerly along the arc of a non-tangent curve to the left having a radius of 220.00 feet (radius bears: S88°39'55"W) a distance of 55.82 feet through a central angle of 14°32'16" (chord: N08°36'13"W 55.67 feet); thence N15°52'21"W 260.11 feet; thence along the arc of a curve to the right with a radius of 280.00 feet a distance of 90.82 feet through a central angle of 18°35'02" (chord: N06°34'50"W 90.42 feet) to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 15.00 feet a distance of 21.69 feet through a central angle of 82°51'01" (chord: N38°42'50"W 19.85 feet) to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 180.00 feet a distance of 13.54 feet through a central angle of 04°18'39" (chord: N77°59'01"W 13.54 feet); thence N14°10'18"E 60.00 feet; thence Northeasterly along the arc of non-tangent curve to the left having a radius of 15.00 feet (radius bears: N14°10'18"E) a distance of 25.96 feet through a central angle of 99°09'19" (chord: N54°35'39"E 22.84 feet); thence N05°00'59"E 298.15 feet; thence N84°59'01"W 121.38 feet; thence N09°31'47"E 13.84 feet; thence N73°02'27"W 132.60 feet; thence S16°57'33"W 25.65 feet; thence N73°02'27"W 255.10 feet; thence S12°26'39"W 62.91 feet; thence N81°22'37"W 116.14 feet; thence S42°12'53"W 79.40 feet; thence S13°29'20"W 57.50 feet; thence S09°26'05"W 115.85 feet; thence S61°19'45"E 81.06 feet; thence S79°42'01"E 72.91 feet; thence S44°32'08"E 116.72 feet; thence S35°46'40"E 116.83 feet; thence S04°54'16"W 152.85 feet; thence S54°29'00"E 65.28 feet; thence S22°10'28"E 147.03 feet; thence S50°38'39"E 64.37 feet; thence N89°54'33"E 54.18 feet; thence S04°07'00"E 25.06 feet; thence S89°54'33"W 110.93 feet to the point of beginning.

Contains:18.72 acres+/-

#### **PHASE 1B BOUNDARY DESCRIPTION**

A portion of the SW1/4 of Section 24, Township 3 South, Range 1 West, Salt Lake Base & Meridian, located in Draper, Utah, more particularly described as follows:

Beginning at a point on the Easterly line of that Real Property described in Deed Book 8431 Page 156 of the Official Records of Salt Lake County located N89°54'32"E along the Section line 1,045.54 feet and North 2,132.56 from the Southwest Corner of Section 24, T3S, R1W, S.L.B. & M.; thence N2°08'23"E along said deed 34.02 feet; thence N25°02'29"E along said deed 349.19 feet; thence N70°08'48"E 86.64 feet to the northwesterly corner of that Real Property described in Deed Book 4682 Page 1516 of the Official Records of Salt Lake County; thence S24°07'30"W along said deed 394.59 feet; thence West 8.48 feet; thence S27°18'34"W 19.61 feet; thence S02°08'23"W 28.46 feet; thence N62°41'26"W 57.10 feet to the point of beginning.

Contains:0.60 acres+/-

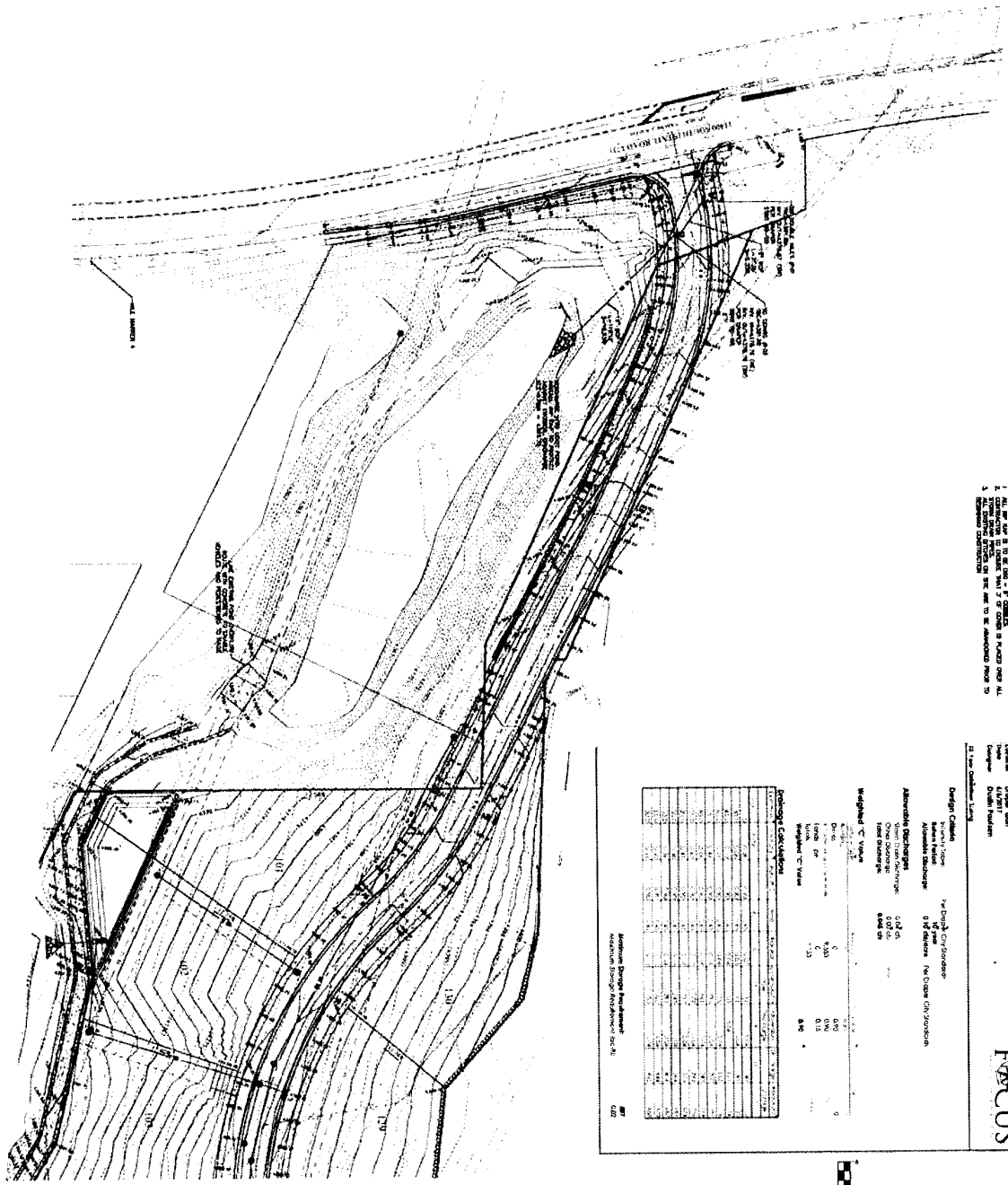


**EXHIBIT B**

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

**“EXHIBIT B”**—Department Drainage Agreement (per UDOT Policy 08A-06)

# Exhibit B



- NOTES**
1. SEE SHEET 101 FOR THE LOCATION OF THE PROJECT.
  2. THE DRAINAGE PLAN IS BASED ON THE DATA PROVIDED BY THE CLIENT.
  3. THE DRAINAGE PLAN IS BASED ON THE DATA PROVIDED BY THE CLIENT.

**UDOT Drainage Plan**  
**DRAPER CITY**  
**PHASE 1**  
**UDOT DRAINAGE PLAN**

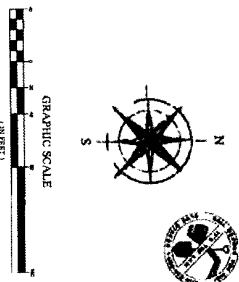
**FOCUS**  
 ENGINEERING AND SURVEYING, LLC  
 17 WEST CENTER STREET  
 MOUNTAIN VIEW, UTAH 84040  
 WWW.FOCUS-ENG.COM

**Design Criteria**

Design Velocity	5.0 ft/sec
Design Discharge	0.0 cfs
Design Channel Slope	0.000
Design Channel Width	0.0 ft
Design Channel Depth	0.0 ft
Design Channel Length	0.0 ft
Design Channel Area	0.0 sq ft
Design Channel Volume	0.0 cu ft
Design Channel Weight	0.0 lbs
Design Channel Cost	0.0 \$

**Hydraulic Calculations**

Channel	1	2	3	4	5	6	7	8	9	10
Length	100	100	100	100	100	100	100	100	100	100
Area	100	100	100	100	100	100	100	100	100	100
Volume	100	100	100	100	100	100	100	100	100	100
Weight	100	100	100	100	100	100	100	100	100	100
Cost	100	100	100	100	100	100	100	100	100	100



**LEGEND**

1	Proposed Channel
2	Proposed Structure
3	Proposed Right-of-Way
4	Proposed Easement
5	Proposed Utility
6	Proposed Road
7	Proposed Fence
8	Proposed Sign
9	Proposed Light
10	Proposed Tree
11	Proposed Plant
12	Proposed Animal
13	Proposed Insect
14	Proposed Bird
15	Proposed Mammal
16	Proposed Reptile
17	Proposed Amphibian
18	Proposed Fish
19	Proposed Invertebrate
20	Proposed Plant
21	Proposed Animal
22	Proposed Insect
23	Proposed Bird
24	Proposed Mammal
25	Proposed Reptile
26	Proposed Amphibian
27	Proposed Fish
28	Proposed Invertebrate

01	UDOT DRAINAGE PLAN
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## BIG WILLOW CREEK PHASE 1 DRAPER CITY UDOT DRAINAGE PLAN



**FOCUS**  
 ENGINEERING AND SURVEYING, LLC  
 17 WEST CENTER STREET  
 MOUNTAIN VIEW, UTAH 84040  
 WWW.FOCUS-ENG.COM