



**SINGLE-PARCEL DRAINAGE AGREEMENT**

Between

**UTAH DEPARTMENT OF TRANSPORTATION**

And

**RFM Real Estate, LLC**

Ent **163385** Bk **399** Pg **1446**

Date: 03-MAY-2023 2:50:55PM

Fee: None Filed By: SM

BRENDA NELSON, Recorder

00-0090-01-1-1

County Tax ID No.

For: UTAH DEPT OF TRANSPORTATION

This Single-Parcel Drainage Agreement ("Agreement"), by and between **Utah Department of Transportation** ("Department") and **RFM Real Estate, LLC** ("Permittee") describes the terms and conditions of offsite drainage connections in the Department Right of Way.

**RECITALS**

**WHEREAS**, the Permittee owns the property described in Exhibits; and

**WHEREAS**, the Permittee, its successors and assigns, desires to construct drainage facilities in accordance with the plans permitted by the Department, to collect and convey stormwater from their property and discharge into the Department's drainage facilities, more particularly shown in Exhibits; and

**WHEREAS**, the Permittee shall be responsible to comply with the required stormwater permits, applicable laws and regulations.

**AGREEMENT**

The Parties agree to the following:

**(1) DRAINAGE CONNECTION IMPACT**

- a) The Department may perform inspection of Permittee's drainage facility 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. The Permittee is responsible for the Department's inspection costs.
- b) Permittee shall comply with applicable stormwater permits, laws, regulations, and rules.
- c) The Permittee is responsible for repairing and restoring any portion of the Department Right of Way and drainage features 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. A bonded contractor must apply for the required permit to install drainage facilities in the Department Right of Way prior to the commencement of any such work.
- d) The Permittee must not increase the stormwater discharge into the Department's drainage facilities without the written permission of the Department.
- e) The Permittee is responsible for all liability resulting from the discharge of pollutants into the Department's drainage facility from its property or drainage facility, including the failure to comply with applicable stormwater permits, laws, regulations and rules.



- f) The Permittee accepts all risks associated with the connection to the Department's drainage facility.

**(2) LONG TERM OPERATION AND MAINTENANCE**

- a) The Permittee's drainage facilities shall be maintained and operational to prevent or reduce the discharge of pollutants.
- b) The Department may notify the Permittee of any maintenance requirements if the Permittee fails to maintain the drainage facilities. The Department reserves the right, without relieving the Permittee of its obligations, to reconstruct or make repairs to the drainage connection as necessary. The Permittee must reimburse the Department for its cost if the Permittee fails to comply with the Department's written notification.
- c) The Permittee's drainage facilities shall be maintained without access from any interstate highway or ramp.

**(3) FUTURE IMPACTS**

- a) The Department has the right to change its drainage facilities for any future transportation project. If the Department's drainage facilities are reconstructed or modified, the Department reserves the right to hold the Permittee responsible for the cost to reconnect to the Department's drainage facilities. The Department is not responsible for any costs the Permittee incurs due to the drainage facilities being reconstructed or modified.

**(4) LIABILITY**

- a) Pursuant to R930-7-6(2)(b), the Permittee is required to guarantee satisfactory performance under this Permit.
- b) 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 facility, including the failure to restore the Right of Way to Department standards.
- c) The Permittee will be liable for all costs the Department incurs under this agreement.
- d) The Permittee waives any claims against the Department for damages resulting from any back-up or flow into the Permittee's drainage facilities or property.
- e) The Permittee will indemnify, defend, and hold harmless the Department, its employees, and the State of Utah for any and all damages, accidents, causalities, occurrences, or claims which might arise or be asserted against the Department from failure of the Permittee to comply with its obligations under this agreement relating to the drainage connection.

**(5) REMOVAL OF CONNECTION**

- a) Non-compliance with this Agreement may result in the Department removing the drainage



connection and restoring the highway and Right of Way at the sole expense of the Permittee.

- b) The Department will notify the Permittee in writing prior to any removal, 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 removal of any drainage connections subject to this Agreement if the violations are not corrected.

**(6) SUCCESSORS AND ASSIGNS**

- a) 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 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.
- f) The effective date of this Agreement is the date signed by the last party.

\*\*\*\*\*



IN WITNESS WEREOF, the parties hereto have caused this Drainage Agreement to be executed by its duly authorized officers.

**Application Property Owner**

Company: RFM Real Estate LLC

Signature: [Handwritten Signature]

Title: Manager

Printed Name: Mark Ridley

Date: 3/30/23

AKA D. Mark Ridley one and the same

**ACKNOWLEDGMENT**

County of ADA, IDAHO

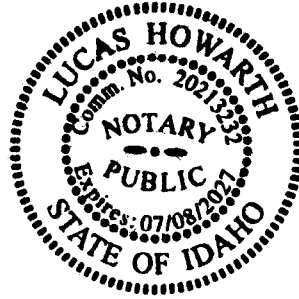
On this 30th day of March, in the year 2023, before me,

Lucas Howarth a notary public, personally appeared

D. Mark Ridley, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged (he/she) executed the same.

Witness my hand and official seal.

[Handwritten Signature]





Send a recorded copy of this agreement to the UDOT Region Storm Water Coordinator.

Utah Department of Transportation Permits Department

Title: Region Permit Officer

Signature:

*[Handwritten Signature]*

Date: 4/10/2023

Print Name: RODGER J Genereux

ACKNOWLEDGMENT

County of Weber

On this 10 day of April, in the year 20 23, before me,

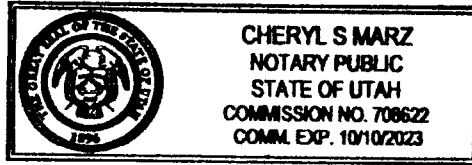
Cheryl S Marz a notary public, personally appeared

Rodger J Genereux, proved on the basis of satisfactory evidence to be the

person whose name is subscribed to this instrument, and acknowledged (he/she) executed the same.

Witness my hand and official seal.

Cheryl S Marz



Title: Region Director

Signature:

*[Handwritten Signature]*

Date: 4-17-23

Print Name: Robert Wight

ACKNOWLEDGMENT

County of Weber

On this 17 day of April, in the year 20 23, before me,

Cheryl S Marz a notary public, personally appeared

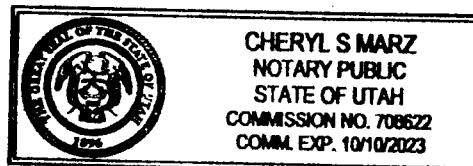
Robert Wight, proved on the basis of satisfactory evidence to be the

person whose name is subscribed to this instrument, and acknowledged (he/she) executed the same.

Witness my hand and official seal.

Cheryl S Marz

Alison Willard  
Contract Admin





# **DOMINION**

**Engineering Associates, L.C.**  
Engineering • Land Planning • Landscape Architecture • Surveying

## MEMORANDUM

To: David Alger

From: Jeremy Hanson

Date: 02/01/2023

Re: Morgan McDonald's – Storm Drain Connection

David,

This memorandum is to provide a description of the location of the connection of the private storm drain system to the UDOT storm drain line in 300 North (State Street) in Morgan, Utah. Also, the drainage calculations for the site will be provided showing that the discharge from this development does not exceed 0.2 cfs/acre for a 10-year 24-hour storm event and is controlled through larger storms and safely conveyed to an acceptable location.

The proposed project will consist of a 4,430 sq.ft. restaurant with accompanying drive thru, parking lot, and landscaped areas. The drainage from the site will be collected in catch basins and piped to a detention pond. This detention pond and outlet catch basin with orifice plate are sized to detain a 10-year 24-hour storm event and discharge into the UDOT system at a rate of 0.2 cfs/acre. During larger storm events the ponds will back up to the overflow catch basin which will bypass the orifice plate and safely discharge into the UDOT system. Exhibit A shows the location of the detention pond, outlet catch basin, and combo box we will be connecting to. Exhibit B is the legal description of the location of the manhole we are connecting into. Exhibit C is the drainage calculations showing the required detention, orifice plate sizing, and pond volume table.

Please contact me if further information or explanation is needed.

Jeremy Hanson, P.E  
5684 S. Green Street, Murray, Utah 84123  
801-713-3000

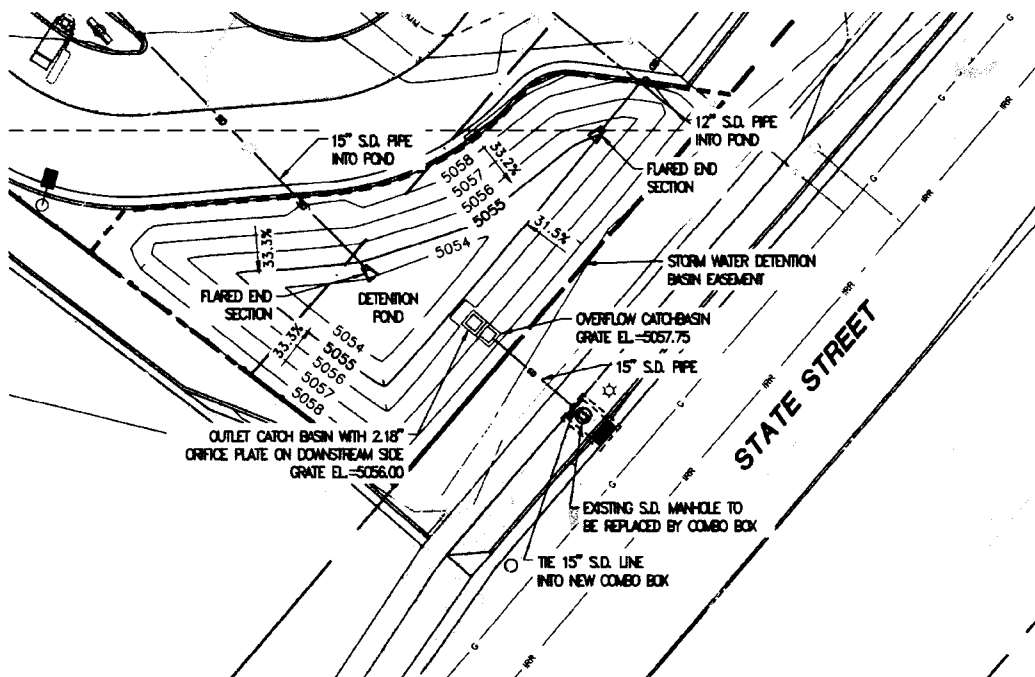
Exhibits:

Exhibit A: Plan view of connection and detention pond

Exhibit B: Legal description and exhibit of connection

Exhibit C: Drainage calculations

# Exhibit A



## Exhibit B



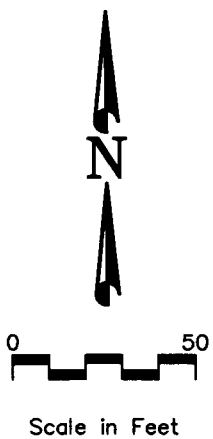
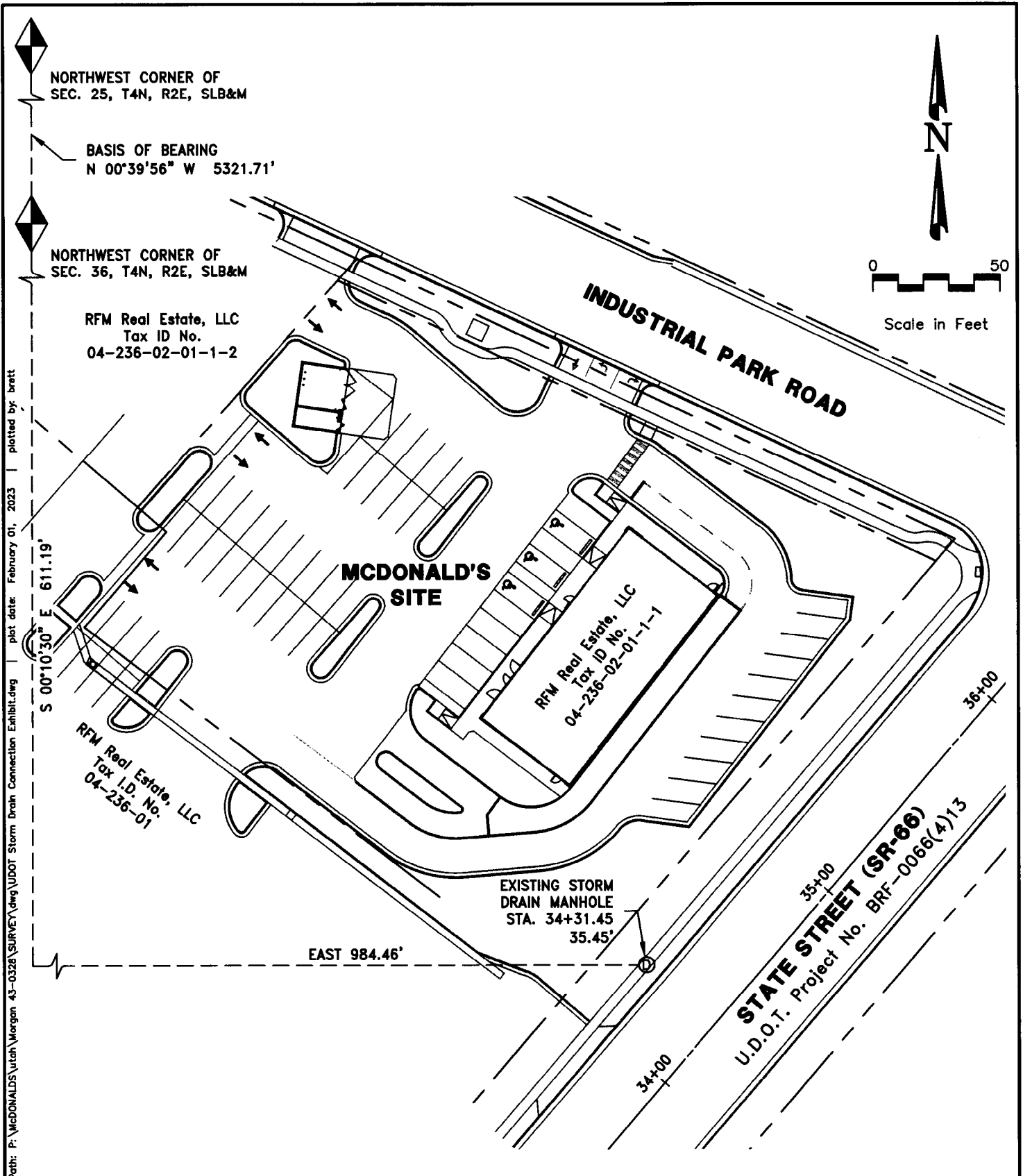


February 7, 2023

**MORGAN MCDONALD'S LC 43-0328  
UDOT STORM DRAIN CONNECTION**

An existing storm drain manhole located in the Northwest Quarter of Section 36, Township 4 North, Range 2 East, Salt Lake Base and Meridian, Morgan County, Utah, its location more particularly described as follows:

LOCATED at a point 611.19 feet South  $00^{\circ}10'30''$  East and 984.46 feet East from the Northwest corner of said Section 36 (Basis of Bearing being North  $00^{\circ}39'56''$  West between said Northwest corner of Section 36 and the Northwest corner of Section 25, Township 4 North, Range 2 East, Salt Lake Base & Meridian), said point being 35.45 feet perpendicularly distant northwesterly from the control line for State Route 66, known as Project No. BRF-0066(4)13, at approximate Engineer Station 34+31.45.



Path: P:\MCDONALDS\Utah\Morgan 43-0328\SURVEY\dwg\UDOT Storm Drain Connection Exhibit.dwg | plot date: February 01, 2023 | plotted by: brett



**UDOT STORM DRAIN CONNECTION**  
**294 EAST 300 NORTH**  
**MORGAN CITY, MORGAN COUNTY, UTAH**  
**NW 1/4 OF SECTION 36, T4N, R2E, SLB&M**

PROJECT NO.	3446
SHEET NO.	1 OF 1
FILE NAME:	SCALE:
UDOT SD	1"=50'

# Exhibit C

<b>McDonalds - Morgan City</b> <b>Drainage Calculations</b> <b>10 Year, 24 Hour Event - Detention</b> <b>Proposed Detained Basin</b>					
Restriction Rate (cfs/ac)		0.20			
Total Area (ac)		1.14			
Total Area (sf)		49326			
Infiltration rate (in/hr)		0			
Infiltration surface length (ft)		0.0			
Length of Perf Pipe (ft)		0			
Land Use	%	C	Area (sf)		
Roof	9%	0.9	4320		
Paved	71%	0.9	35086		
Landscaped	20%	0.15	9920		
		0.78			
5	0.303	971	68	0.00	903
10	0.461	1478	136	0.00	1342
15	0.571	1831	204	0.00	1626
30	0.769	2466	409	0.00	2057
60	0.952	3052	818	0.00	2235
120	1.140	3655	1635	0.00	2020
180	1.240	3976	2453	0.00	1523
360	1.540	4938	4906	0.00	31
720	1.950	6252	9812	0.00	-3560
1440	2.180	6989	19624	0.00	-12635
<b>Summary</b>					
Required detention storage (cf)		<b>2235</b>		83 CY	
Unit storage per acre (cf/ac)		1968			
Allowable release rate (cfs)		0.23			

ORIFICE PLATE			
Q=CAsqrt(2gh)			
Q	0.23	High water elev.	57.38
H	2.13	Invert Elev	55.25
		A=	0.026 ft <sup>2</sup>
g	32.2	=	3.73 in <sup>2</sup>
C	0.75		
		Diameter =	2.18 inches

DETENTION IN POND			
Elevation	Area (ft <sup>2</sup> )	Volume (ft <sup>3</sup> )	Volume (ft <sup>3</sup> )
5054.00	225	0	0
5055.00	577	401	401
5056.00	1084	830	1231
5057.00	1687	1386	2616
5057.75	2214	1463	4080
5058.00	2360	2024	4640

**LID Vol./Outlet  
High Water  
Overflow Outlet  
TOP OF POND**