



W3195199

DRAINAGE AGREEMENT

This Drainage Agreement is entered into this 4 day of November, 2021, by and between Ray Utell an individual (or company) owning property located at 3051 S. 5100 W and hereafter referred to as "Owner," and Hooper City, a municipality in the State of Utah with its office address at 5580 West 4600 South, Hooper Utah 84315 hereafter referred to as "City."

WHEREAS, property adjacent to Owner's property and upstream from Owner's property is being developed into residential lots and subdivisions within the City of Hooper; and

WHEREAS, the property being developed upstream from Owner's property has historically drained any stormwater through Owner's property; and

WHEREAS, because of the development, it is anticipated that the flow of stormwater drainage will increase somewhat due to the upstream development; and

WHEREAS, the developers of the upstream development property must acquire approval for a public access to the area upon which their stormwater will discharge; and

WHEREAS, the City desires to acquire a permanent right to continue to drain the water from upstream of Owner's property through the historic non-channeled drainage pattern through and across Owner's property (exact location over which drainage will flow is described in Exhibit A); and

WHEREAS, it is difficult to describe the area through which the water will drain in a normal meets and bounds description due to the dynamic conditions of the area affected by the drainage as a result of the constant changes in seasons, weather patterns, and flows; and

WHEREAS, the drainage course is not well defined and meanders through Owner's property and will change in area and elevation as flows increase and decrease; and

WHEREAS, Owner is willing to enter into this permanent agreement to accept any and all waters discharged through the City storm drain system upstream and historically draining through Owner's property, including but not limited to the developments currently under construction, under the terms and conditions set forth below.

NOW WHEREFORE, for good and valuable consideration, the receipt of which is hereby agreed upon and acknowledged by Owner and City, and as a result of the covenants and agreements described herein, Owner does hereby grant the rights and obligations contained herein and Owner and City do hereby covenant and agree as follows:

1. Owner does hereby convey to City the right to allow the natural or manmade flow of water into and through Owner's real property caused by the development of properties located within the City but upstream from the Owner. The water will flow through the historically established drainage system without limitation as to; amount, quantity, or quality of the water drained through Owner's property. Owner also grants the City the right of entry upon and passage over the property, if required at the city's discretion to fulfill the terms of this agreement. Existing drainage and multi-use improvements and facilities, both natural and manmade within the easement; such as ponds, head gates, levies, dikes, pipelines, crossings, berms, swales, irrigation facilities, fields, pastures, etc. shall continue to be used at the owners discretion, and shall remain the responsibility of the owner, and shall be maintained by the owner consistent with this agreement. City owned facilities such as the Detention Basin Improvements, control boxes, piping installed in conjunction with the development, or future system components added by the city, will be the responsibility of the city and will be maintained by the city.
2. The drainage of water through Owner's property will not be blocked in any manner by either Owner or City in a way that would impede or prohibit the use of the property for the drainage rights granted herein or that would impede the right of ingress or egress, at City's discretion, over and across the Owner's property to operate and maintain the stormwater collection and detention system.
3. Neither party will construct or modify any building or structure within the water flow or modify the land in any way that will interfere with the operation and maintenance of the stormwater system.
4. City anticipates flows ranging from no flow to flows that could be considered floodwater flows. Much of Owner's property is low-laying and is included within the FEMA flood plane area. Therefore, it is likely that at some point in time, flooding may occur. Owner agrees to hold City harmless from any damages or claims as a result of these lack of water periods or flooding conditions.

5. This agreement does not create any water rights or claims to certain amounts of water to be delivered to the Owner's location. This agreement does not supersede any previous water rights outside of this agreement which are currently held, either written agreements or prescriptive easements.
6. This agreement will be attached to the Owner's property and will be binding on not only the Owner but any future owner of the property. The burdens and benefits of this agreement will be deemed covenants running with the land or any divisions thereof.
7. City agrees that it will protect the property covered by this agreement from any damage caused in whole or in part by any acts or omissions of City or any agent of the City. The City will also use its best efforts to ensure that the water that flows through Owner's property as a result of this agreement is not contaminated or in violation of environmental protection provisions relating to hazardous substances and pollutants.
8. Owner will retain all rights to use the property in whatever manner as long as it is not inconsistent to the terms of this agreement.

SIGNED AND AGREED UPON on the date above stated:

Raw Ute LLC:

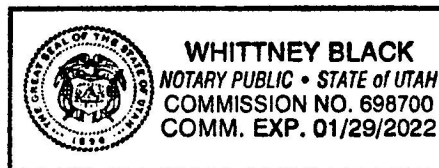
By: *Tana Gooch*
 TANA GOOCH, MANAGING MEMBER

SUBSCRIBED AND SWORN to before me this 4th day of November, 2021.

Whitney Black

HOOPER CITY by Mayor:

Whitney Black



Attested to by City Recorder:

Whitney Black

Exhibit A - Raw Ute Drainage Agreement

Lot 1, Rawson Ranch Agriculture Subdivision (155240001)

Part of the South half of Section 31, Township 6 North, Range 2 West, Salt Lake Base and Meridian

Beginning at a point being N89°36'54"W 1690.15 feet along the quarter section line, N00°23'52"E 412.01 feet, N25°39'14"E 115.64 feet, N30°01'39"E 569.18 feet from the Southeast corner of said Section 31 and running thence S88°56'31"W 2,603.05 feet; thence N00°56'26"E 1,735.52 feet to the quarter section line; thence S89°08'06"E 2,336.88 feet along the quarter section line; thence S00°51'58"W 469.08 feet; thence S89°36'54"E 283.24 feet; thence S00°47'46"W 1,141.72 feet; thence S30°01'39"W 45.50 feet to the point of beginning.

Basis of Bearing N01°00'31"E 5296.08 feet from the Southwest Corner to the Northwest corner of said Section 31