



Contract # **238630** Tracking # **42013**
Contract Admin: *Shirley Williford*

E# 3269463 PG 1 OF 7
LEANN H KILTS, WEBER CTY. RECORDER
09 JAN-23 1053 AM FEE \$.00 SW
REC FOR: UTAH DEPT. OF TRANSPORTATION

SINGLE-PARCEL DRAINAGE AGREEMENT
Between
UTAH DEPARTMENT OF TRANSPORTATION
And
Echelon Development LLC



W3269463

County Tax ID No. 091420024

This Single-Parcel Drainage Agreement ("Agreement"), by and between **Utah Department of Transportation** ("Department") and **Echelon Development 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 WHEREOF, the parties hereto have caused this Drainage Agreement to be executed by its duly authorized officers.

Application Property Owner

Company: Eschelon Development LLC

Signature: [Handwritten Signature]

Printed Name: Joseph M. Cook

Title: Manager

Date: 12/27/2022

ACKNOWLEDGMENT

County of Weber

On this 27 day of December, in the year 2022, before me,

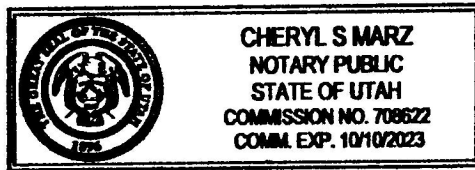
Cheryl Marz a notary public, personally appeared

Joseph Cook, 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





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: 12-7-2022

Print Name: Rodger Jay Genereux

ACKNOWLEDGMENT

County of Weber

On this 7 day of December, in the year 2022, 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: 12-12-22

Print Name: Robert J. Wright

ACKNOWLEDGMENT

County of Weber

On this 12 day of December, in the year 2022, before me,

Cheryl S Marz a notary public, personally appeared

Robert J Wright, 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

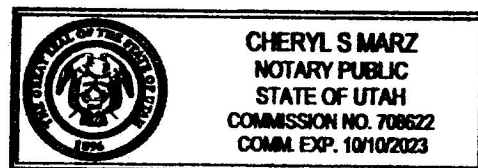


EXHIBIT A

LEGAL DESCRIPTION – TAX ID 09-142-0025

FROM TITLE COMMITMENT 1152612 DATED FEBRUARY 4, 2021

PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT ON THE EAST LINE OF STATE HIGHWAY BEING 631.25 FEET NORTH AND 50 FEET EAST OF THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER AND RUNNING THENCE SOUTH 75 FEET, THENCE EAST TO THE WEST LINE OF PROPERTY DEEDED TO THE STATE ROAD COMMISSION OF UTAH BY WARRANTY DEED RECORDED FEBRUARY 11, 1974 AS ENTRY NO. 419765 IN BOOK 765, PAGE 588, THENCE NORTH 10°42' EAST 76 FEET, MORE OR LESS, TO A POINT EAST OF BEGINNING, THENCE WEST TO THE POINT OF BEGINNING.

EXHIBIT B

LEGAL DESCRIPTION – TAX ID 09-142-0024

FROM TITLE COMMITMENT 141664-LMS DATED FEBRUARY 4, 2021

PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT ON THE EAST LINE OF STATE HIGHWAY 556.25 FEET NORTH AND 50 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 24 AND RUNNING THENCE SOUTH 75 FEET; THENCE EAST 189 FEET, MORE OR LESS, TO THE WEST LINE OF THE HIGHWAY KNOWN AS PROJECT NO. 15-8; THENCE NORTH 10°41'00" EAST 76 FEET, MORE OR LESS; THENCE WEST TO THE PLACE OF BEGINNING.

