

23-017 (134663)

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BK 8326 PG 93



Contract # **248219** Tracking # **44022**

**RETURNED**

**AUG 29 2023**

**SINGLE-PARCEL DRAINAGE AGREEMENT**

**Between**  
**UTAH DEPARTMENT OF TRANSPORTATION**  
**And**  
**Sector 317, LLC & 317 Sycamore, LLC**

**County Tax ID No. 119190062**

E 3541975 B 8326 P 93-101  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
8/29/2023 9:03 AM  
FEE 40.00 Pgs: 9  
DEP JMF REC'D FOR TERRAFORM  
COMPANIES

This Single-Parcel Drainage Agreement ("Agreement"), by and between **Utah Department of Transportation** ("Department") and **Sector 317, LLC & 317 Sycamore, 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: Sector 317, LLC & 317 Sycamore, LLC

Signature: [Handwritten Signature]

Printed Name: K. Beau Ogrewalla

Title: Manager

Date: 6/19/23

**ACKNOWLEDGMENT**

County of Davis

On this 19 day of June, in the year 2023, before me,

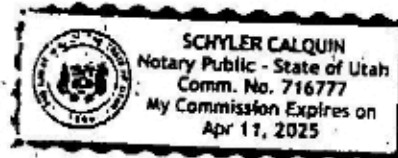
Schyler Calquin a notary public, personally appeared

K. Beau Ogrewalla, 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: S. Calquin]





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

Utah Department of Transportation Permits Department

Title: Region Permit Officer

Date: 7-31-2023

Signature: [Handwritten Signature]

Print Name: Rodger Jay Genereux

**ACKNOWLEDGMENT**

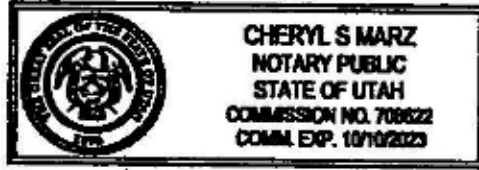
County of Weber

On this 31 day of July, in the year 2023, before me,

Cheryl Marz a notary public, personally appeared  
Rodger Jay 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

Date: 7/31/23  
am

Signature: [Handwritten Signature]

Print Name: Robert J Wight

**ACKNOWLEDGMENT**

County of Weber

On this 31 day of July, in the year 2023, before me,

Cheryl Marz a notary public, personally appeared  
Robert J 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.

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Cheryl S Marz



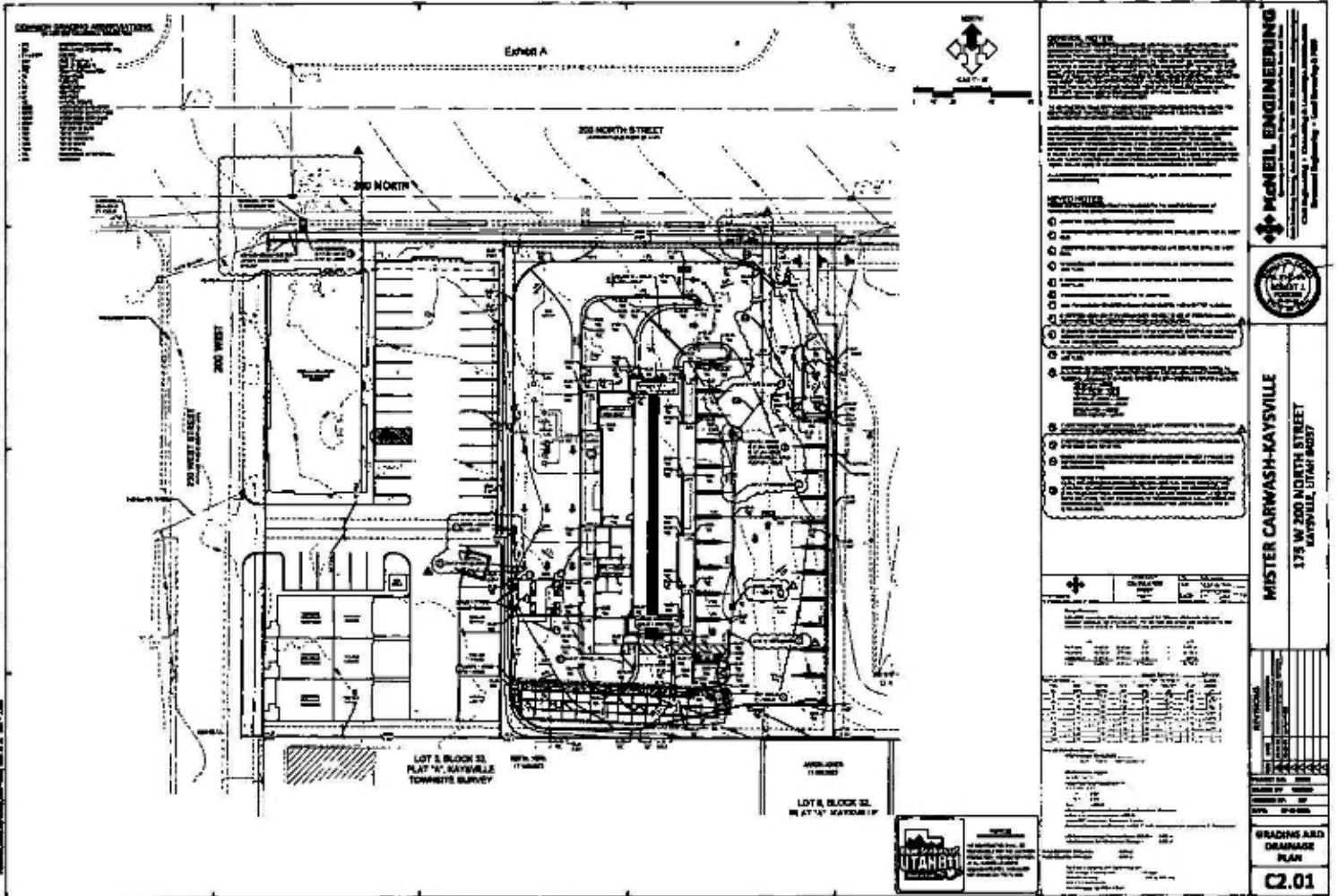
Missen Wilford  
Contract Administrator



**Exhibits**

**Exhibit A - Drainage Plan**

**Exhibit B - Drainage Calculations**



**GENERAL NOTES**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODES.
4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
5. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
6. THE CONTRACTOR SHALL MAINTAIN PROPER RECORDS OF ALL CONSTRUCTION ACTIVITIES.
7. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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- REVISIONS**
- | NO. | DATE       | DESCRIPTION                        |
|-----|------------|------------------------------------|
| 1   | 01/15/2024 | ISSUED FOR PERMITTING              |
| 2   | 02/01/2024 | REVISED TO SHOW PERMITTING CHANGES |
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**McNIEL ENGINEERING**  
 1725 W. 200 NORTH STREET  
 KAYSVILLE, UTAH 84042  
 (801) 437-1111  
 www.mcniel-engineering.com

**MISTER CARMASH-KAYSVILLE**  
 1725 W. 200 NORTH STREET  
 KAYSVILLE, UTAH 84042

**GRADING AND DRAINAGE PLAN**  
**C2.01**

### Exhibit B

 McNeil Engineering 8810 S Sandy Pkwy, Sandy, UT 84070	STORM RUNOFF <b>CALCULATION SHEET</b> Project No. 22609	Title : Mister Carwash Scope : Site Drainage Design Detention Facilities Engineer : CCW      Check: RJP Authority : Kaysville      Rev. No.: 0																																																																																																
	Design Philosophy: Calculated storm drain detention volume required for 100-year storm event with peak allowable discharge rate of 0.2 cfs/acre. The site must also provide LID storage for the 80th percentile storm of 0.48 in. Storm rainfall data data from Kaysville City.																																																																																																	
<table style="width: 100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center;">(A)</td> <td></td> <td style="text-align: center;">(C)</td> <td></td> <td style="text-align: center;">(C*A)</td> </tr> <tr> <td>Roof Area</td> <td style="text-align: right;">5,430 sf</td> <td style="text-align: right;">(0.12 ac)</td> <td style="text-align: right;">0.90</td> <td style="text-align: center;">=</td> <td style="text-align: right;">4,887 sf</td> </tr> <tr> <td>Pavement</td> <td style="text-align: right;">30,784 sf</td> <td style="text-align: right;">(0.71 ac)</td> <td style="text-align: right;">0.85</td> <td style="text-align: center;">=</td> <td style="text-align: right;">26,166 sf</td> </tr> <tr> <td>Landscaped</td> <td style="text-align: right;">7,055 sf</td> <td style="text-align: right;">(0.16 ac)</td> <td style="text-align: right;">0.15</td> <td style="text-align: center;">=</td> <td style="text-align: right;">1,058 sf</td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: right;"><b>43,269 sf</b></td> <td style="text-align: right;"><b>(0.99 ac)</b></td> <td style="text-align: right;"><b>0.74 (ave)</b></td> <td></td> <td style="text-align: right;"><b>32,112 sf</b></td> </tr> </table>				(A)		(C)		(C*A)	Roof Area	5,430 sf	(0.12 ac)	0.90	=	4,887 sf	Pavement	30,784 sf	(0.71 ac)	0.85	=	26,166 sf	Landscaped	7,055 sf	(0.16 ac)	0.15	=	1,058 sf	<b>Total</b>	<b>43,269 sf</b>	<b>(0.99 ac)</b>	<b>0.74 (ave)</b>		<b>32,112 sf</b>																																																																		
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Time (min)	Rate (in/hr)	Rainfall (Inches)	Q in (cfs)	Add'l Q in (cfs)	Total Q in (cfs)	Q out (cfs)	Storage (cf)																																																																																											
10	4.60	0.919	4.10	0.00	4.10	0.20	2,340																																																																																											
20	3.10	1.14	2.54	0.00	2.54	0.20	2,812																																																																																											
30	2.65	1.54	2.29	0.00	2.29	0.20	3,763																																																																																											
60	1.80	1.80	1.41	0.00	1.41	0.20	4,369																																																																																											
120	1.00	2.22	0.83	0.00	0.83	0.20	4,510																																																																																											
180	0.70	2.29	0.57	0.00	0.57	0.20	3,982																																																																																											
360	0.34	2.44	0.30	0.00	0.30	0.20	2,238																																																																																											
720	0.28	2.90	0.18	0.00	0.18	0.18	0																																																																																											
1440	0.18	3.32	0.10	0.00	0.10	0.10	0																																																																																											
Total LID (Retention) Storage: <u>80th Percentile Storm Depth</u> $d_{80} = 0.48$ in from Kaysville City  <u>80th Percentile Volume</u> $V_{80} = R_v \cdot d_{80} \cdot A$ <u>Volumetric Runoff Coefficient, R<sub>v</sub></u> $R_v = 1.14^i - 0.371$ $i = 0.837$ $R_v = 0.583$ $V_{80} = 1,009$ cf LID Storage Provided in bottom 0.45' of StormTech Chambers Bottom of StormTech Chambers = 4289.50 Bottom of 6" Stone Under Chambers = 4289.00 Controlling Elevation for LID Storage = 4289.70' (0.45' above bottom of chambers and IE of orifice plate)  LID Retention Storage Provided Below 4289.70 = 1,009 cf Total Stormtech SC-740 chamber Storage = 4,588 cf																																																																																																		
Total Detention Required : 4,510 cf Total Detention Provided : 4,588 cf																																																																																																		
The pump is designed upon the following data: Total acreage of development: 0.99 acres Allowable discharge: 0.20 cfs (0.20 cfs/ac) 1 HP 115 V Sump Pump Max Discharge: 90 GPM = 0.2 cfs																																																																																																		



**EXHIBIT C**

**Legal Description**

**ALL OF LOT 2, MCW KAYSVILLE SUBDIVISION, AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY  
RECORDER AS ENTRY NO. 3527990 IN BOOK 8251 AT PAGE 109.**

**NAD 83 ROTATION 0°22'15" CLOCKWISE**