

16 pgs

3567087  
BK 8477 PG 216

Office of the Davis County Recorder



**Davis**  
COUNTY

CLERK OF THE COURT

Recorder  
Richard T. Maughan  
Chief Deputy  
Laile H. Lomax

E 3567087 B 8477 P 216-231  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
4/9/2024 11:58 AM  
FEE 0.00 Pgs: 16  
DEP IC REC'D FOR SOUTH  
WEBER CITY

RETURNED

APR 09 2024

THE UNDERLYING DOCUMENT ATTACHED HERETO IS AN ORIGINAL DOCUMENT SUBMITTED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH. THE DOCUMENT HAS INSUFFICIENT MARGIN SPACE FOR THE REQUIRED RECORDING ENDORSMENT STAMP. THIS PAGE BECOMES THE FRONT PAGE OF THE DOCUMENT FOR RECORDING PURPOSES.

THE DOCUMENT HEREIN RECORDED IS A

Agreement

(Document Type)

13-005-0043, 0044, 0045, 0046,  
Tax Serial Number(s) 0048, 0049 and Street

22-014 (123355)



Contract # **249113** Tracking # **4583**

**DRAINAGE AGREEMENT**  
**Between**  
**UTAH DEPARTMENT OF TRANSPORTATION**  
**And**  
**SOUTH WEBER CITY**

This Drainage Agreement ("Agreement"), by and between **Utah Department of Transportation** ("Department") and South Weber City ("**Local Government**"), herein together referred to as (Party or "Parties"), describes the terms and conditions of offsite drainage connections in the Department Right of Way and Local Government Right of Way.

**RECITALS**

**WHEREAS**, the Local Government desires to construct drainage facilities in accordance with the plans permitted by the Department, to collect and convey stormwater from the property as described in Exhibit A, and discharge into the Department's drainage facilities, more particularly shown in Exhibit B; and

**WHEREAS**, the Department desires to allow construction of drainage facilities on their behalf to collect and convey stormwater from their right-of-way and discharge into the Local Government's drainage facilities, more particularly shown in Exhibit C; and

**WHEREAS**, both the Local Government and the Department 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 Local Government must not increase the stormwater discharge (as shown in Exhibit D) into the Department's drainage facilities without the written permission of the Department.
- b) The Department must not increase the stormwater discharge (as shown in Exhibit D) into the Local Government's drainage facilities without the written permission of the Local Government.
- c) The Local Government will not hold the Department liable for damages or any costs resulting from any back-up or flow into drainage facilities or property. The Local Government accepts all risks associated with their connection to the Department's drainage facility.
- d) The Department will not hold the Local Government liable for damages or any costs resulting from any back-up or flow into drainage facilities or property. The Department accepts all risks associated with their connection to the Local Government's drainage facility.
- e) The Local Government shall regulate and monitor the stormwater in their drainage facilities for compliance with the applicable stormwater permits, laws, regulations, and rules.

- f) The Department shall regulate and monitor the stormwater in their drainage facilities for compliance with the applicable stormwater permits, laws, regulations, and rules.
- g) Each party shall indemnify and hold the other harmless for any and all damages, accidents, causalities, occurrences, or claims which might arise or be asserted against the other party from failure to comply with each respective party's obligations, applicable stormwater permits, laws, regulations, and rules under this agreement relating to the drainage connection.

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

- a) The Parties' drainage facilities shall be maintained and operational to prevent or reduce the discharge of pollutants.
- b) Either party may notify the other of any maintenance requirements if the other party has failed to maintain their respective drainage facilities. Both parties reserve the right, without relieving the other of their obligations, to reconstruct or make repairs to the drainage connection as necessary. Both parties agree to reimburse the other for their cost if the other party fails to comply with the written notification.
- c) The Local Government's drainage facilities shall be maintained without access from any interstate highway or ramp.

**(3) FUTURE IMPACTS**

- a) Both parties shall have the right to change their drainage facilities for any future transportation or stormwater project. If either parties' drainage facilities are reconstructed or modified, it shall be the responsibility of the party causing the change to either maintain the connection point to the other's drainage facilities or pay the cost to have the other's drainage facilities reconnected so as to maintain substantially similar function to the pre-modified condition. The party that is not making modifications shall not be responsible for any costs related to the modification.

**(4) REMOVAL OF CONNECTION**

- a) Non-compliance with this Agreement may result in either party removing the other party's drainage connection and restoring the highway and/or Right of Way at the sole expense of the non-complying party.
- b) The party claiming non-compliance of the other party shall notify the non-complying party in writing prior to any cancellation, setting forth the claimed violations, and providing the non-complying party a reasonable time to correct the violations to the satisfaction of the other party. The party claiming non-compliance may order the removal of any drainage connections subject to this Agreement if the violations are not corrected within a reasonable amount of time, agreed to by both parties. If the non-compliance is causing or may cause damages, the non-complying party herein agrees to be solely responsible for any and all costs related damages incurred.

**(5) SUCCESSORS AND ASSIGNS**

- b) All covenants, obligations and agreements will be binding upon the parties, their successors and assigns and run with the land as described in the Exhibits unless the drainage connection is removed as provided in Section 4.

**(6) 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 Local Government.
- 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 Local Government

City: South Weber

Signature: \_\_\_\_\_

Title: City Manager

Printed Name: David Larson

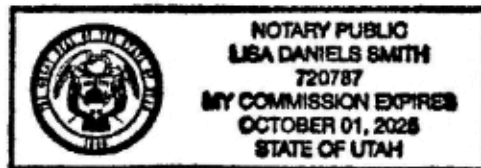
Date: \_\_\_\_\_

3/19/24

ACKNOWLEDGMENT

County of Davis

On this 19th day of March, in the year 2024, before me, Lisa Smith, a notary public, personally appeared David Larson, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledge (he/she) executed the same. Witness my hand and official seal.



3/17/24  
CONTRACT ADMINISTRATOR  
COMPTROLLERS OFFICE



Utah Department of Transportation Permits Department

Title: Region Permit Officer

Signature: [Signature]

Date: 3-25-2024

Print Name: Rodger Jay Genereux

ACKNOWLEDGMENT

County of Weber

On this 25 day of March, in the year 20 24, before me,

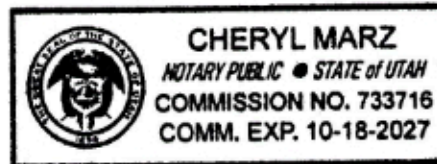
Cheryl Marz a notary public, personally appeared

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

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

Witness my hand and official seal.

Cheryl Marz



Title: Region Director

Signature: [Signature]

Date: 3-25-24

Print Name: Robert Wight

ACKNOWLEDGMENT

County of Weber

On this 25 day of March, in the year 20 24, before me,

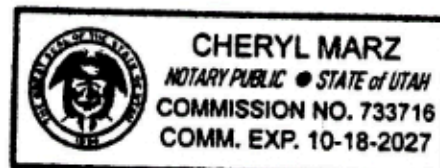
Cheryl Marz a notary public, personally appeared

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

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

Witness my hand and official seal.

Cheryl Marz



**--- Exhibit A ---**

**Riverwood  
Subdivision Boundary  
Descriptions**



# EXHIBIT A

## Riverwood Phase 1 – Boundary Description

Page 1 of 2

A parcel of land, situate in the Southwest Quarter of Section 20, Township 5 North, Range 1 West, Salt Lake Base and Meridian, said parcel also located in South Weber City, Davis County, Utah, more particularly described as follows:

Beginning at a point on the southerly right-of-way line of South Weber Drive (SR-60) said point being South 89°28'27" East 1758.52 feet along the Section Line (NAD83 Bearing being South 89°07'36" East between the Southwest Corner and the South Quarter Corner of said Section 20 per the Davis County Township Reference Plat) and North 00°31'33" East 414.62 feet from the Southwest Corner of said Section 20 and running thence along the southerly right-of-way line of South Weber Drive the following seven (7) courses and distances:

1. North 34°26'25" West 101.90 feet;
2. northwesterly 118.78 feet along the arc of a 623.50-foot radius tangent curve to the left (center bears South 55°33'35" West and the long chord bears North 39°53'53" West 118.60 feet with a central angle of 10°54'56");
3. northwesterly 81.72 feet along the arc of a 873.17-foot radius curve to the left (center bears South 44°38'39" West and the long chord bears North 48°02'12" West 81.69 feet with a central angle of 05°21'44");
4. North 50°43'04" West 196.95 feet;
5. northwesterly 323.65 feet along the arc of a 685.00-foot radius tangent curve to the left (center bears South 39°16'56" West and the long chord bears North 64°15'13" West 320.65 feet with a central angle of 27°04'17");
6. North 77°47'22" West 200.82 feet;
7. North 75°28'19" West 144.76 feet;

thence North 76.42 feet; thence North 02°33'30" East 60.42 feet; thence North 00°22'43" East 146.90 feet; thence North 00°34'17" West 219.48 feet; thence North 01°42'44" East 471.07 feet; thence North 00°37'23" West 17.57 feet; thence South 89°15'12" East 107.23 feet; thence North 45°43'54" East 14.14 feet; thence North 00°43'00" East 15.01 feet; thence South 89°17'00" East 70.00 feet; thence South 00°43'00" West 93.39 feet; thence South 89°17'00" East 263.37 feet; thence North 00°43'00" East 95.95 feet; thence North 37°03'24" West 15.81 feet; thence North 15°10'13" East 70.00 feet; thence South 74°49'47" East 537.48 feet to the westerly line of the Public Works Subdivision;

thence along the westerly line of the Public Works Subdivision the following seven (7) courses and distances:

1. South 00°27'09" East 408.10 feet;
2. South 01°27'37" West 100.08 feet;
3. South 01°38'08" West 190.72 feet;
4. South 01°44'39" West 179.99 feet;
5. South 01°04'34" West 147.09 feet;
6. South 01°12'48" West 39.65 feet;
7. southerly 219.43 feet along the arc of a 300.00-foot radius tangent curve to the right (center bears North 88°47'12" West and the long chord bears South 22°10'03" West 214.57 feet with a central angle of 41°54'30");

thence South 43°07'17" West 31.61 feet; thence South 41°11'47" East 143.84 feet; thence South 00°00'33" West 129.98 feet to the point of Beginning.

Contains: 1,150,443 square feet or 26.411 acres.

13-005-0048, 0049  
+ street



# EXHIBIT A

## Riverwood Phase 2 – Boundary Description

Page 2 of 2

A parcel of land, situate in the Southwest Quarter of Section 20, Township 5 North, Range 1 West, Salt Lake Base and Meridian, said parcel also located in South Weber City, Davis County, Utah, more particularly described as follows:

Beginning at a point on the northerly right-of-way line of Harper Way (6350 South Street) as depicted on the Riverwood Subdivision Phase 1 Plat, said point being South 89°28'27" East 1766.22 feet along the Section Line (NAD83 Bearing being South 89°07'36" East between the Southwest Corner and the South Quarter Corner of said Section 20 per the Davis County Township Reference Plat) and North 00°31'33" East 1940.14 feet from the Southwest Corner of said Section 20 and running thence along the northerly perimeter of Riverwood Subdivision Phase 1 the following ten (10) courses and distances:

1. North 74°49'47" West 537.48 feet;
2. South 15°10'13" West 70.00 feet;
3. South 37°03'24" East 15.81 feet;
4. South 00°43'00" West 95.95 feet;
5. North 89°17'00" West 263.37 feet;
6. North 00°43'00" East 93.39 feet;
7. North 89°17'00" West 70.00 feet;
8. South 00°43'00" West 15.01 feet;
9. South 45°43'54" West 14.14 feet;
10. North 89°15'12" West 107.23 feet;

thence North 00°37'23" West 415.08 feet to the Davis/Weber County Line, also being the southerly right-of-way line of Interstate 84;

thence along the Davis/Weber County line the following five (5) courses and distances:

1. easterly 132.81 feet along the arc of a 5059.08-foot radius non-tangent curve to the left (center bears North 21°17'26" East and the long chord bears South 69°27'41" East 132.81 feet with a central angle of 01°30'15");
2. South 79°47'04" East 195.68 feet;
3. easterly 133.08 feet along the arc of a 5838.05-foot radius non-tangent curve to the left (center bears North 18°02'56" East and the long chord bears South 72°36'15" East 133.08 feet with a central angle of 01°18'22");
4. easterly 601.53 feet along the arc of a 10620.51-foot radius curve to the left (center bears North 16°44'34" East and the long chord bears South 74°52'47" East 601.45 feet with a central angle of 03°14'43");
5. easterly 130.68 feet along the arc of a 22802.07-foot radius non-tangent curve to the left (center bears North 13°49'34" East and the long chord bears South 76°20'17" East 130.68 feet with a central angle of 00°19'42");

thence South 00°00'24" West 51.43 feet to the northerly line of Public Works Subdivision;  
thence North 89°17'00" West 169.34 feet along said northerly line;  
thence South 00°27'09" East 95.51 feet; to the Point of Beginning.

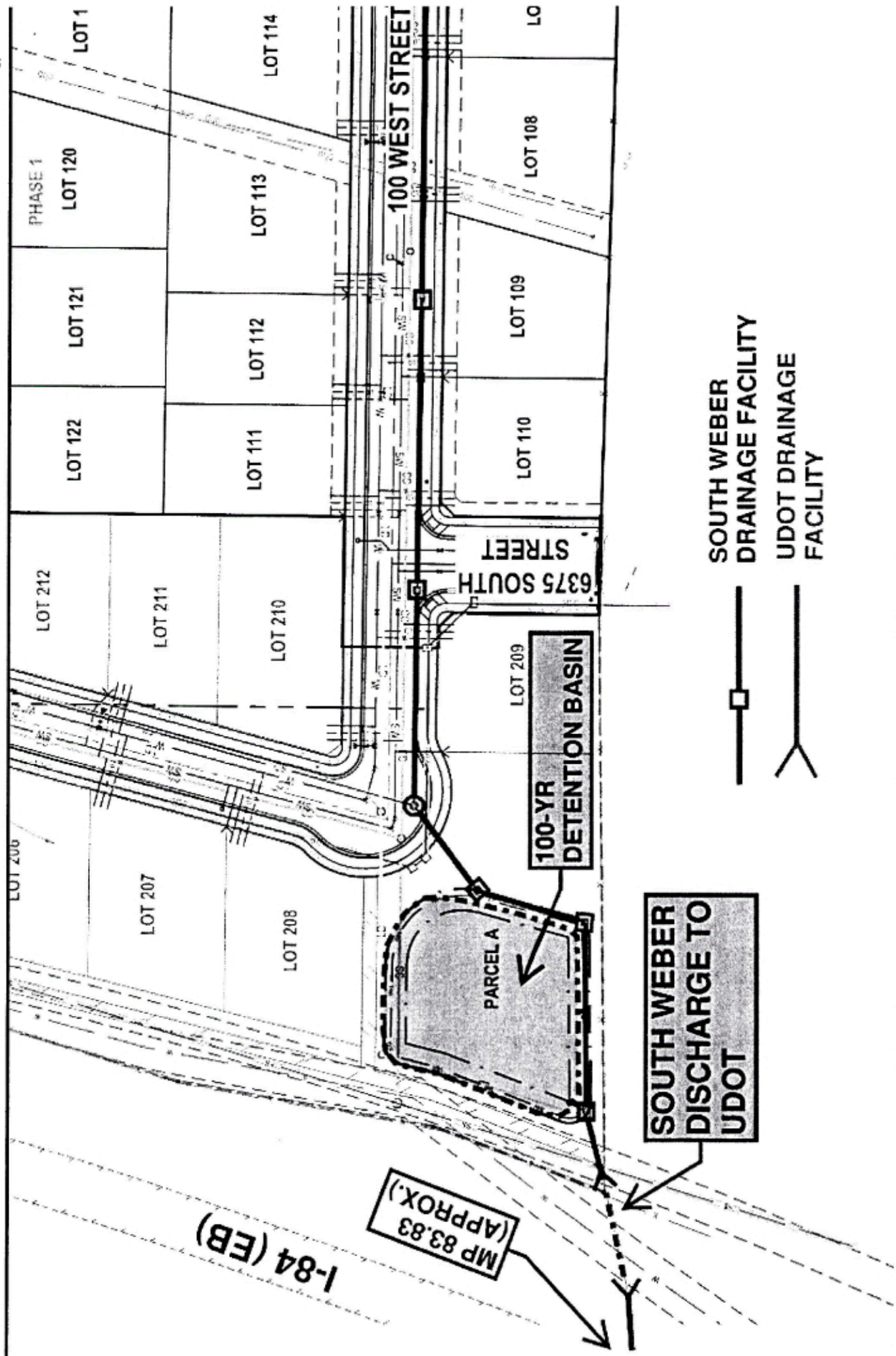
Contains: 284664 square feet or 6.535 acres.

0043,0044  
13-005-0045, 0046.

**--- Exhibit B ---**

**City drainage facilities  
discharging to UDOT  
facilities**

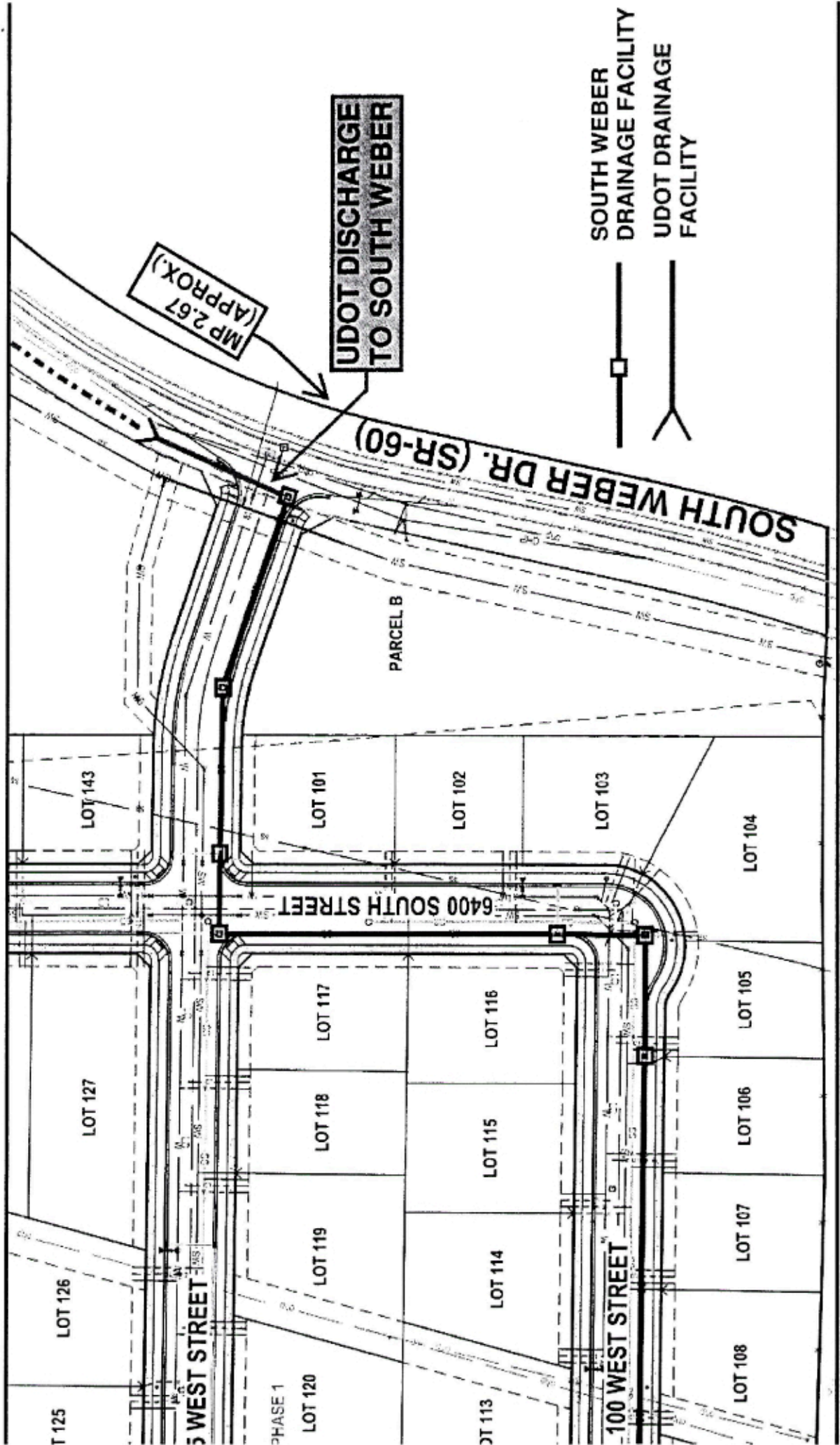
--- EXHIBIT B ---



**--- Exhibit C ---**

**UDOT drainage  
facilities discharging  
to City facilities**

--- EXHIBIT C ---



**--- Exhibit D ---**

**Storm Drain  
Calculations and  
Catchment Drawing**



# EXHIBIT D

## Storm Drain Calculations

Page 1 of 2

### Detention Calculations (100-year storm)

Total Project Area 1,341,539 SF  
 Basin Tributary Area 1,115,957 SF  
 Runoff coefficient C: 0.350  
 Release Rate 0.20 cfs/acre  
 Peak Release 6,159 cfs

Time (min)	i (in/hr)	Cumulative Runoff to Basin (c.f.)	Net Allowed Basin** Discharge (c.f.)	Required Storage (c.f.)
5	7.00	18,830	1,848	16,982
10	5.33	28,675	3,696	24,979
15	4.40	35,508	5,544	29,964
30	2.96	47,774	11,087	36,687
60	1.83	59,072	22,174	36,898
120	1.03	66,496	44,348	22,148
180	0.71	68,272	66,523	1,749
360	0.39	75,728	133,045	(57,317)
720	0.24	92,966	266,090	(173,125)
1440	0.13	103,037	532,181	(429,144)
		Required Detention:	36,898	
		Provided Detention:	38,313	

### Catchment Calculations (10-year storm)

Time of Concentration 15 min  
 Rainfall Intensity I 2.22 in/hr  
 Manning's N 0.013

Catchment	Area (SF)	C	Flow (CFS)	Destination
BASIN-1	90,992	0.350	1,637	SD-08
BASIN-2	119,627	0.350	2,152	SD-25
BASIN-3	39,622	0.350	0,713	SD-26
BASIN-4	57,023	0.350	1,025	SD-27
BASIN-5	96,802	0.350	1,741	SD-30
BASIN-6	41,144	0.350	0,740	SD-15
BASIN-6A	21,432	0.350	0,385	SD-19
BASIN-6B	9,950	0.350	0,179	SD-04
BASIN-7	53,221	0.350	0,957	SD-17
BASIN-8	78,556	0.350	1,413	SD-09
BASIN-9	100,274	0.350	1,804	SD-29
BASIN-10	79,185	0.350	1,424	SD-32
BASIN-11	81,739	0.350	1,470	SD-31
BASIN-12	34,194	0.350	0,615	SD-16
BASIN-13	45,177	0.350	0,813	SD-18
BASIN-14	13,998	0.350	0,252	SD-12
BASIN-15	10,181	0.350	0,183	SD-14
BASIN-16	46,206	0.350	0,831	SD-10
BASIN-17	35,278	0.350	0,635	SD-20
BASIN-18	9,178	0.350	0,165	SD-21
BASIN-19	9,580	0.350	0,172	SD-22
BASIN-20	29,199	0.350	0,525	SD-23
BASIN-21	17,758	0.350	0,319	RET
BASIN-22	21,645	0.350	0,389	SD-34
BASIN-23	56,734	0.200	0,583	RET
BASIN-24	168,848	0.200	1,735	RET
BASIN-25	6,617	0.350	0,119	SD-09-2
BASIN-26	6,756	0.350	0,122	SD-09-3

### Pipe Design (10-year/100-year storm)

Manning's N (ADS) 0.011  
 Manning's N (RCP) 0.013

Pipe	Tributary Basins	Surface Flow (CFS)	Upstream Pipes	Pipe Flow (CFS)	Total Flow (CFS)	Pipe Slope	Diameter (IN)	Pipe Type	Full Flow Capacity (CFS)	% of Full-Flow Capacity	Storm
OUT-1*	none	0.000	DET	6,159	6,159	0.15%	24	RCP	8,785	70.1%	10-yr
OUT-2	none	0.000	SD-01	17,453	17,453	0.18%	30	RCP	17,642	98.9%	10-yr
SD-01	none	0.000	SD-02	17,453	17,453	0.18%	30	RCP	17,642	98.9%	10-yr
SD-02	none	0.000	SD-04&08	35,059	35,059	0.28%	36	RCP	35,389	99.1%	100-yr
SD-03				NOT USED							
SD-04	BASIN 6B	0.355	SD-04-18&25	17,607	17,962	0.25%	30	RCP	20,564	87.3%	100-yr
SD-04-1	none	0.000	SD-05&15	6,732	6,732	0.21%	24	RCP	10,395	64.8%	10-yr
SD-05	none	0.000	SD-06	2,140	2,140	0.55%	15	RCP	4,804	44.6%	10-yr
SD-06	none	0.000	SD-07&16	2,140	2,140	0.30%	15	RCP	3,549	60.3%	10-yr
SD-07	none	0.000	SD-26	0,713	0,713	0.50%	15	RCP	4,580	15.6%	10-yr
SD-08	BASIN 1	3,244	SD-09&19	13,854	17,107	0.19%	30	RCP	17,927	95.4%	100-yr
SD-09	none	0.000	SD-9-18&2	13,100	13,100	0.11%	30	RCP	13,947	93.9%	100-yr
SD-09-1	BASIN 8	2,800	SD-10&29	9,822	12,623	0.11%	30	RCP	13,640	92.5%	100-yr
SD-09-2	BASIN 25	0.119	SD-09-3	0,122	0,241	1.63%	15	RCP	8,270	2.9%	10-yr
SD-09-3	BASIN 26	0.122	none	0,000	0,122	0.50%	15	RCP	4,580	2.7%	10-yr
SD-10	BASIN 16	0.831	SD-11	2,321	3,152	0.50%	15	RCP	4,580	68.8%	10-yr
SD-11	none	0.000	SD-12	2,321	2,321	0.67%	15	RCP	5,302	43.8%	10-yr
SD-12	BASIN 14	0.252	SD-13&20	2,059	2,321	0.50%	15	RCP	4,580	50.7%	10-yr
SD-13	none	0.000	SD-14&21	1,435	1,435	0.50%	15	RCP	4,580	31.3%	10-yr
SD-14	BASIN 15	0.183	SD-23	0,525	0,708	0.50%	15	RCP	4,580	15.5%	10-yr
SD-15	BASIN 5	1,467	SD-17&32	7,634	9,101	0.32%	24	RCP	12,832	70.9%	100-yr
SD-16	BASIN 12	0.615	SD-18	0,813	1,428	1.56%	15	RCP	8,050	17.6%	10-yr
SD-17	BASIN 7	1,897	none	0,000	1,897	0.50%	15	RCP	4,580	41.4%	100-yr
SD-18	BASIN 13	0.813	none	0,000	0,813	0.54%	15	RCP	4,760	17.1%	10-yr
SD-19	BASIN 5A	0.385	none	0,000	0,385	1.45%	15	RCP	7,800	4.9%	10-yr
SD-20	BASIN 17	0.635	none	0,000	0,635	0.50%	15	RCP	4,580	13.9%	10-yr
SD-21	BASIN 18	0.165	SD-22&35	0,562	0,727	1.27%	15	RCP	7,299	10.0%	10-yr
SD-22	BASIN 19	0.172	none	0,000	0,172	0.50%	15	RCP	4,580	3.8%	10-yr
SD-23	BASIN 20	0.525	none	0,000	0,525	0.50%	15	RCP	4,580	11.5%	10-yr
SD-24				NOT USED							
SD-25	BASIN 2	2,152	none	0,000	2,152	1.00%	15	RCP	6,477	33.2%	10-yr
SD-26	BASIN 3	0,713	none	0,000	0,713	0.50%	15	RCP	4,580	15.6%	10-yr
SD-27	BASIN 4	1,025	SD-30	1,741	2,767	0.49%	15	RCP	4,534	61.0%	10-yr
SD-28				NOT USED							
SD-29	BASIN 9	3,575	none	0,000	3,575	0.50%	15	RCP	4,580	78.0%	100-yr
SD-30	BASIN 5	1,741	none	0,000	1,741	0.50%	15	RCP	4,580	38.0%	10-yr
SD-31	BASIN 11	1,470	none	0,000	1,470	0.50%	15	RCP	4,580	32.1%	10-yr
SD-32	BASIN 10	1,424	SD-31	1,470	2,894	0.31%	15	RCP	3,606	80.3%	10-yr
SD-33				NOT USED							
SD-34	BASIN 22	0,389	none	0,000	0,389	5.21%	15	RCP	14,784	2.6%	10-yr
SD-35	none	0,000	SD-34	0,389	0,389	0.50%	15	RCP	4,580	8.5%	10-yr
SD-35A	none	0,000	SD-34	0,389	0,389	2.59%	15	RCP	10,424	3.7%	10-yr

\*detained flow 0.20 cfs/acre



# EXHIBIT D

## Storm Drain Catchment Drawing

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