

Office of the Davis County Recorder

Davis
COUNTY

CLERK'S OFFICE

Recorder
Richard T. Maughan
Chief Deputy
Laile H. Lomax

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
4/9/2024 11:58 AM
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DEP IC REC'D FOR SOUTH
WEBER CITY

REURNED
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)

13-005-0042, 0044, 0045, 0046,
Tax Serial Number(s) 0048, 0049 and Street



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

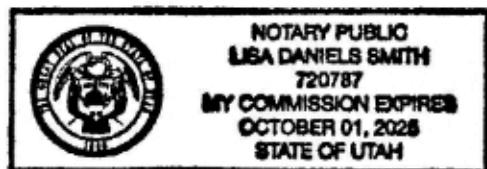
Printed Name: David Larson

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.

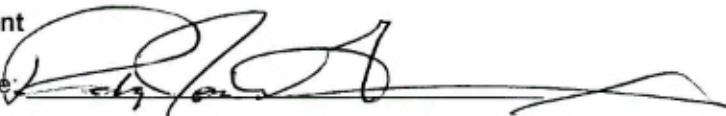



Kristi Larson 3/31/24
CONTRACT ADMINISTRATOR
COMPTROLLERS OFFICE



Utah Department of Transportation Permits Department

Title: Region Permit Officer

Signature: 

Date: 3-25-2024

Print Name: Rodger Jay Generoux

ACKNOWLEDGMENT

County of Weber

On this 25 day of March, in the year 2024, before me,

Cheryl Marz a notary public, personally appeared

Rodger Jay Generoux, 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: 

Date: 3-25-24

Print Name: Robert Wight

ACKNOWLEDGMENT

County of Weber

On this 25 day of March, in the year 2024, before me,

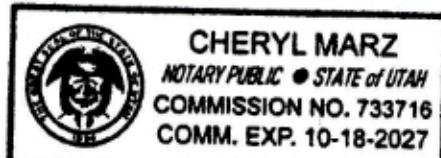
Cheryl Marz a notary public, personally appeared

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.

12-005-0048, 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:

0043,0044
0045,0046
13-005

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");

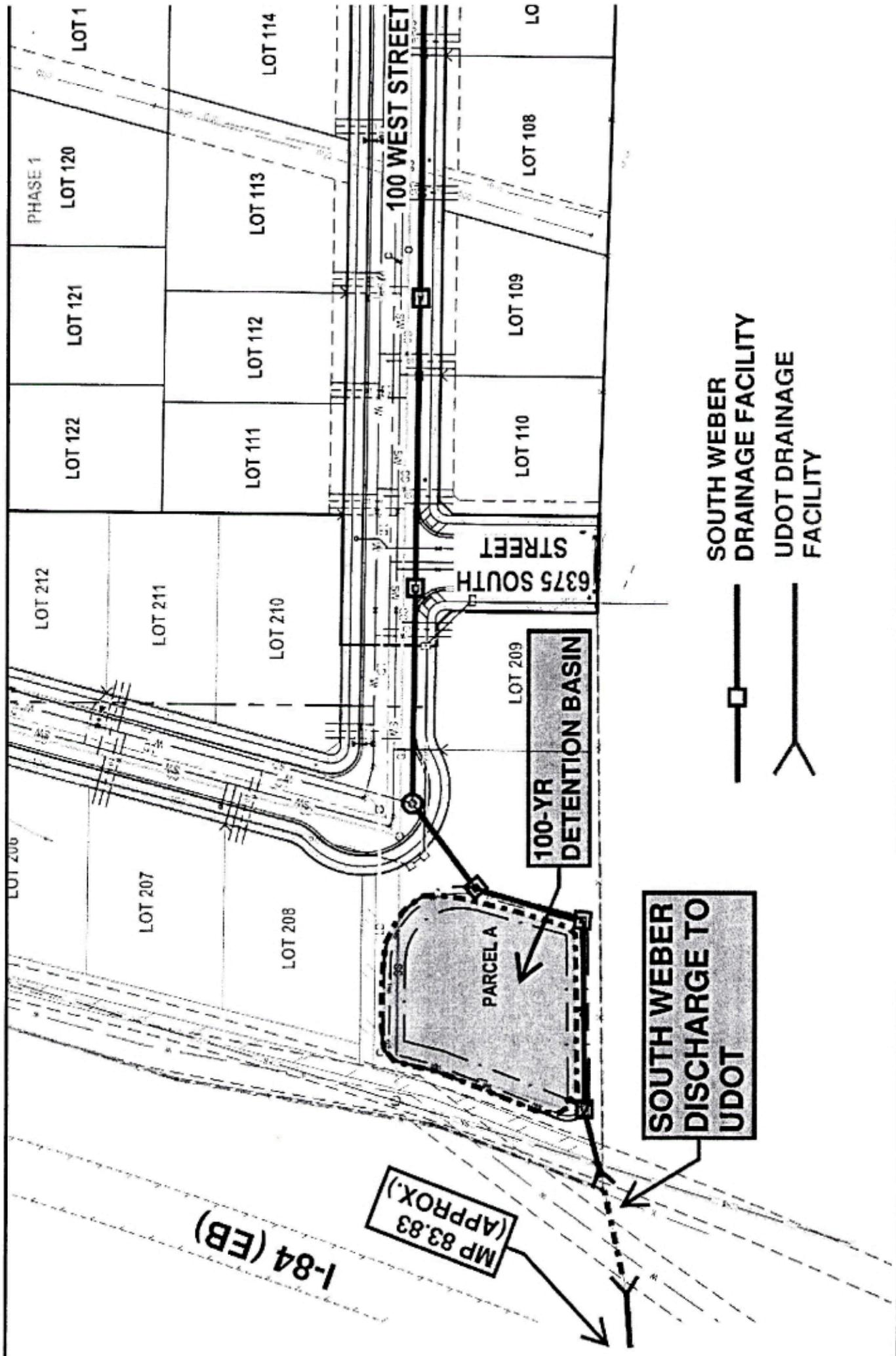
thence South 00°00'24" West 51.43 feet to the northerly line of Public Works Subdivision;
thence North 89°17'00" West 169.34 feet along said northerly line;
thence South 00°27'09" East 95.51 feet; to the Point of Beginning.

Contains: 284664 square feet or 6.535 acres.

--- Exhibit B ---

**City drainage facilities
discharging to UDOT
facilities**

--- EXHIBIT B ---

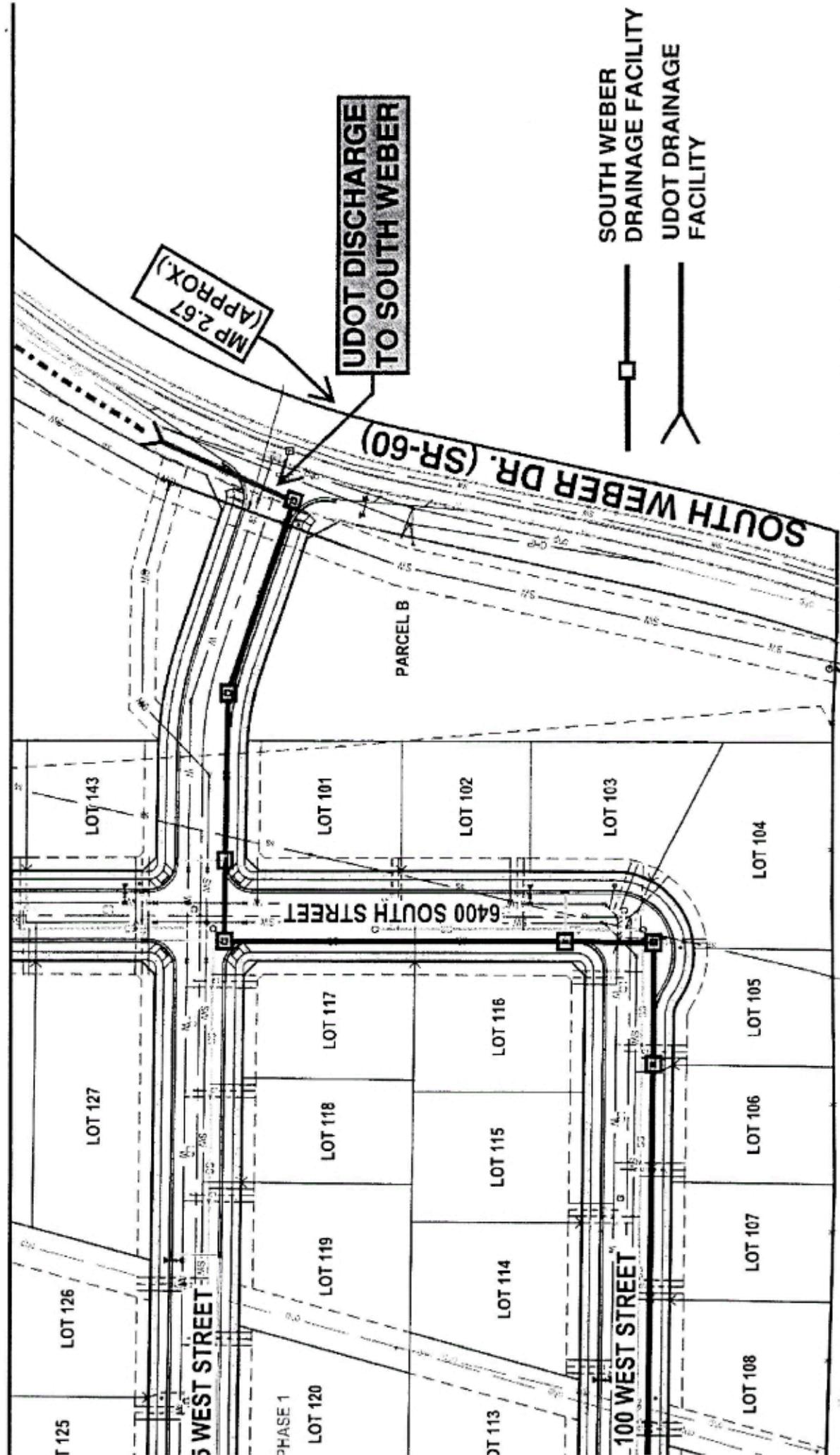


--- Exhibit C ---

**UDOT drainage
facilities discharging
to City facilities**

--- EXHIBIT C ---

3567087
BK 8477 PG 228



--- Exhibit D ---

**Storm Drain
Calculations and
Catchment Drawing**

EXHIBIT D

3567087
BK 84-77 PG 230

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

Time (min)	(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	29,675	3,696	24,979
15	4.40	35,508	5,544	29,954
30	2.96	47,774	11,087	36,687
60	1.63	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)

Catchment Calculations (100-year storm)

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	21,412	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-06
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-21
BASIN-13	45,177	0.350	0,813	SD-18
BASIN-14	13,998	0.350	0,252	SD-12
BASIN-15	10,161	0.350	0,163	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	0,593	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

*Detained flow: 0.20 cfs/acre

Riverwood 80th Percentile				
Retention Volume				
i =	0.36			
d =	0.43 in			
d =	0.04 ft			
R _v =	0.30			
A =	1,115,957 sf			
V _{peak} =	12,167 cfs			
V _{provided} =	12,375 cfs			

EXHIBIT D

Storm Drain Catchment Drawing

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