

11/12  
WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, UT 84114-8240

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04/12/2017 03:48 PM \$32.00  
Book - 10547 Pg - 814-824  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
UT ST-DEPT OF TRANSPORTATION  
BOX 148420 ATT: JASON HENLEY  
SLC UT 84114-8420  
BY: DKP, DEPUTY - WI 11 P.

## UTAH DEPARTMENT OF TRANSPORTATION DRAINAGE AGREEMENT

Salt Lake County

Tax ID No. 33031770180000  
33031770250000  
33031770310000

This Drainage Agreement made and entered into this \_\_\_ day of \_\_\_\_\_  
20\_\_\_ between Utah Department of Transportation ("Department") and TOWNE STORAGE  
RIVERTON REDWOOD, L.C. ("Permittee"), who owns the property described in Exhibit A.

### RECITALS

The Permittee (property owner) desires to construct a drainage system and a drainage connection within the Department Right of Way subject to the requirements and conditions described in the Permit.

Department's Policy 08A-06 requires the Permittee to sign the Drainage Agreement as part of the permitting process for a drainage connection.

The parties agree as follows:

(1) **COMPLIANCE:** Permittee must comply with the conditions in the permit and applicable state and federal statutes, regulations and rules. The Department may perform inspection of Permittee's drainage system 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 in meeting the Permit conditions. The Permittee is responsible for the Department's inspection costs. Permittee's responsibilities include:

- a) Permittee is responsible for repairing and restoring any portion of the Department Right of Way and drainage systems 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.
- b) Permittee must not increase its drainage discharge into the Department's drainage system without the written permission of the Department.
- c) A bonded contractor must apply for the required permit to install drainage systems in the Department Right of Way prior to the commencement of any such work.
- d) The Permittee is responsible to obtain environmental clearances, permits, or other approvals from any other local, state or federal agency that may have regulatory jurisdiction or oversight.

(2) **MAINTENANCE:** Permittee's drainage system must at all times be maintained, repaired, constructed, and operated by and at the expense of the Permittee. The drainage system will be serviced without access from any interstate highway or ramp. The Department may notify the Permittee of any maintenance requirements if the Permittee fails to maintain the drainage system. The Department reserves the right, without relieving the Permittee of its obligations, to reconstruct or make repairs to the drainage system, as it may consider necessary, and the Permittee must reimburse the Department for its cost if the Permittee fails to comply with the Department's written notification and complete the required maintenance.

(3) **FUTURE IMPACTS:** The Department has the right to change its drainage system for any future transportation project. If the Department's drainage system is reconstructed or modified, the Department reserves the right to hold the Permittee responsible for the cost to reconnect to the Department's drainage system. The Department is not responsible for any costs the Permittee incurs due to the drainage system being reconstructed or modified.

(4) **LIABILITY:** Pursuant to R930-7-6(2)(b), the Permittee is required to guarantee satisfactory performance under this Permit. 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 system, including the failure to restore the Right of Way to Department standards. The Permittee will be liable for all costs the Department incurs under this agreement.

The Permittee will indemnify, defend, and hold harmless the Department, its employees, and the State of Utah from responsibility for any damage or liability arising from Permittee's construction, maintenance, repair, or any other related operation of the drainage system pursuant to the Permit issued under this agreement.

The Permittee will not hold the Department liable for damages resulting from any back-up or flow into the Permittee's drainage system or property. The Permittee accepts all risks associated with the connection to the Department's drainage system. The Permittee is responsible for all liability resulting from the discharge of pollutants into the Department's drainage system from its property or drainage system.

**(5) CANCELLATION OF PERMIT:** Any failure on the part of Permittee to comply with the terms and conditions set forth in the Permit or this Agreement may result in cancellation of the Permit. Failure of the Permittee to pay any sum of money for costs incurred by the Department in association with inspection, reconstruction, repair, or maintenance of the drainage system may also result in cancellation of the Permit. Non-compliance with either the Permit or Agreement may result in the Department removing the drainage system and restoring the highway and Right of Way at the sole expense of the Permittee. The Department will notify the Permittee in writing prior to any cancellation, 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 Permittee to remove its drainage system if the violations are not corrected.

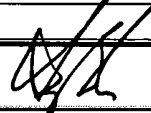
**(6) SUCCESSORS AND ASSIGNS:** All covenants, obligations and agreements will be binding upon the parties, their successors and assigns and run with the land as described in Exhibit A until the drainage connection is removed from the Department's Right of Way.

**(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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CURRENT PROPERTY OWNER/PERMITTEE			
Name Printed:	GARY R. FREE	Signature:	

State of Utah)


County of Salt Lake)

On this 20<sup>th</sup> day of JANUARY, in the year 20 17, the owner of the property personally appeared before me as the signer of this agreement, who duly acknowledged to me that he/she executed this agreement pursuant to the authority delegated to him/her as the current property owner of said property. Witness my hand and official seal.

(NOTARY SEAL)

  
Notary Public



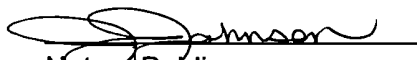
UTAH DEPARTMENT OF TRANSPORTATION – Region Permits Officer			
Name Printed:	NATHAN STEPHENS	Signature:	

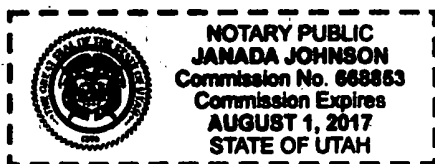
State of Utah)

County of Salt Lake)

On this 27<sup>th</sup> day of February, in the year 20 17, the owner of the property personally appeared before me as the signer of this agreement, who duly acknowledged to me that he/she executed this agreement pursuant to the authority delegated to him/her as the current property owner of said property. Witness my hand and official seal.

(NOTARY SEAL)

  
Notary Public



**EXHIBIT A (Legal Description of Permittee's Property)**

Parcel ID # (33031770250000)

BEG 877.95 FT N FR CEN SEC 3, T 4S, R 1W, SL MER; N 112.05 FT; W 15 RDS; S 112.05 FT; E 15 RDS TO BEG. LESS STREET.  
0.55 AC M OR L. 3796-28, 5608-2944 5704-0892 6054-0943  
9243-7846 9665-7428 10513-1653

Parcel ID# (33031770310000)

BEG S 0-21'50" W 23.44 FT FR SE COR LOT 3, WESTERN CHARM 1;  
N 89-38'10" W 108.25 FT; N 0-21'50" E 17.44 FT; N 89-38'10"  
W 189.36 FT; S 0-21'50" W 194.67 FT M OR L; S 89-48'35" E  
240 FT M OR L; N 0-21'50" E 11 FT M OR L; S 89-38'10" E  
60.04 FT M OR L; N 0-13'36" E 165 FT; N 89-38'10" W 2.06 FT  
TO BEG. 1.28 ACRES. 5608-2944 6004-2863 4818-562 7383-0088  
8956-587 9719-4537 10513-1653

Parcel ID#: (33031770180000)

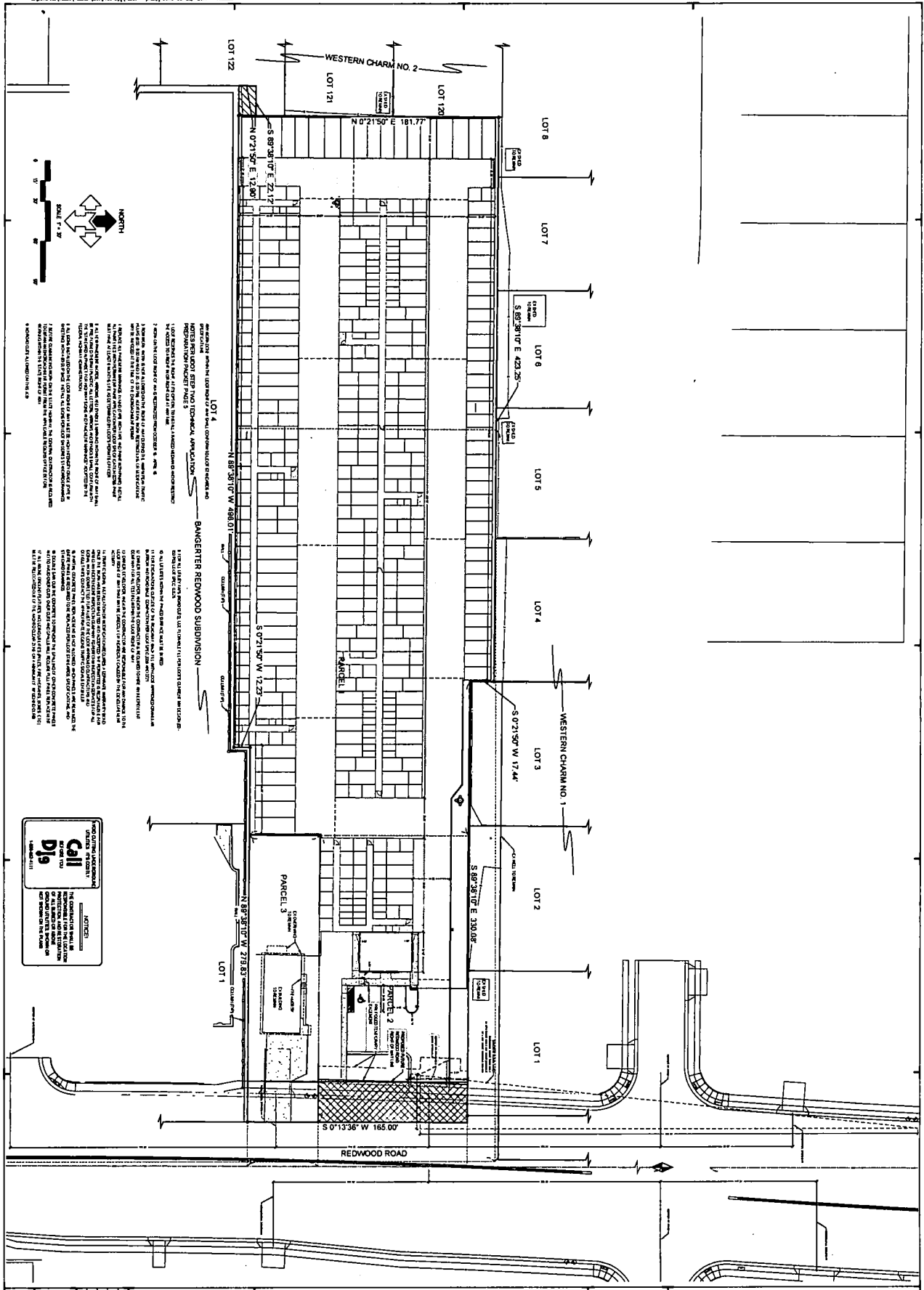
BEG N 1011.357 FT & W 543.13 FT FR CEN SEC 3, T 4S, R 1W, S  
L M; S 0-21'50" W 194.67 FT; N 89-48'35" W 256.06 FT; N 0-  
21'50" E 11 FT; S 89-38'10" E 22.12 FT; N 0-21'50" E 184.34  
FT; S 89-38'10" E 233.89 FT TO BEG. 1.05 AC 4478-447,  
4569-908 4965-660 5238-687 5585-2799,2805 10512-8142,8145

**Contains 125,450 sq. ft.  
or 2.88 acres**

**EXHIBIT B**

(include drainage plan showing state route, mile post and location of all drainage systems and drainage calculations)

**“EXHIBIT B”**—Department Drainage Agreement (per UDOT Policy 08A-06)



**NOTICE:** THE INFORMATION CONTAINED HEREIN IS FOR GENERAL INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED HEREIN.

**PARCEL 1:** 1.00 ACRES (APPROXIMATE) WITH EXISTING BUILDING AND DRIVEWAY. 2.00 ACRES (APPROXIMATE) WITH EXISTING BUILDING AND DRIVEWAY. 3.00 ACRES (APPROXIMATE) WITH EXISTING BUILDING AND DRIVEWAY.

**PARCEL 2:** 1.00 ACRES (APPROXIMATE) WITH EXISTING BUILDING AND DRIVEWAY. 2.00 ACRES (APPROXIMATE) WITH EXISTING BUILDING AND DRIVEWAY. 3.00 ACRES (APPROXIMATE) WITH EXISTING BUILDING AND DRIVEWAY.

**PARCEL 3:** 1.00 ACRES (APPROXIMATE) WITH EXISTING BUILDING AND DRIVEWAY. 2.00 ACRES (APPROXIMATE) WITH EXISTING BUILDING AND DRIVEWAY. 3.00 ACRES (APPROXIMATE) WITH EXISTING BUILDING AND DRIVEWAY.

**Call D19**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED HEREIN.

NO.	DATE	REVISIONS	DESCRIPTION
1			
2			
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4			
5			
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8			
9			
10			

**C1.02**

**UDOT**

**SITE PLAN**

**TOWNE STORAGE**

**13658 SOUTH REDWOOD ROAD**

**RIVERTON, UTAH**



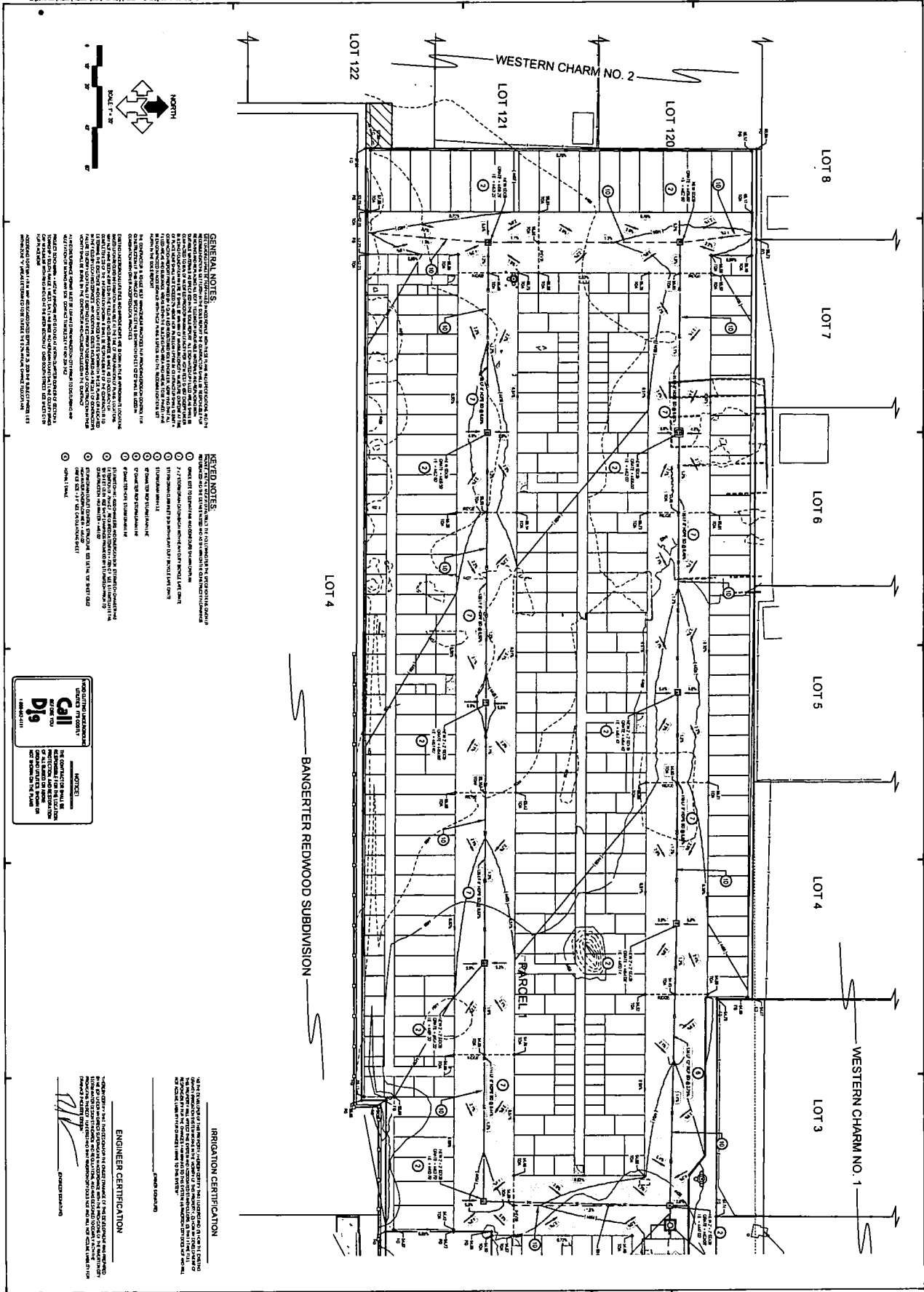
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**GENERAL NOTES:**

1. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
2. ALL DISTANCES ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
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**REFERENCED:**

1. BANGERTER REDWOOD SUBDIVISION
2. WESTERN CHARM NO. 1
3. WESTERN CHARM NO. 2
4. PARCEL 1
5. PARCEL 2
6. PARCEL 3
7. PARCEL 4

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**ENGINEER CERTIFICATION**

I, the undersigned, being a duly licensed Professional Engineer in the State of Utah, do hereby certify that I am the author of the foregoing plans and specifications, and that I am a duly licensed Professional Engineer in the State of Utah, and that I am a duly licensed Professional Engineer in the State of Utah, and that I am a duly licensed Professional Engineer in the State of Utah.

\_\_\_\_\_  
 DATE: 02/27/17

**IRRIGATION CERTIFICATION**

I, the undersigned, being a duly licensed Professional Engineer in the State of Utah, do hereby certify that I am the author of the foregoing plans and specifications, and that I am a duly licensed Professional Engineer in the State of Utah, and that I am a duly licensed Professional Engineer in the State of Utah, and that I am a duly licensed Professional Engineer in the State of Utah.

\_\_\_\_\_  
 DATE: 02/27/17

NO.	DATE	DESCRIPTION

PROJECT NO. 1202  
 DRAWING NO. 28  
 DATE: 02/27/17  
 SCALE: AS SHOWN

**TOWNE STORAGE**  
 13658 SOUTH REDWOOD ROAD  
 RIVERTON, UTAH



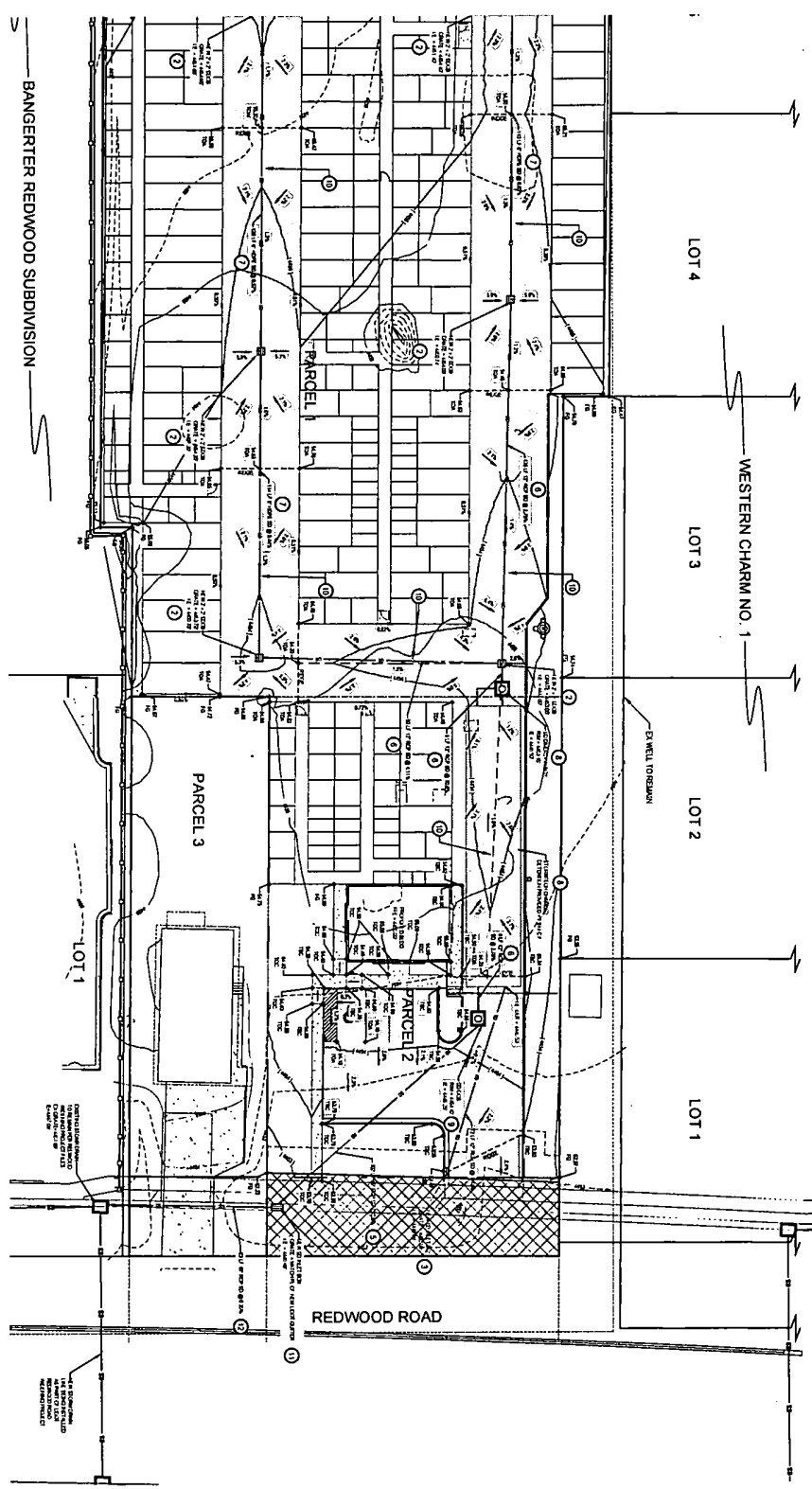
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**C2.01**

**GRADING AND DRAINAGE PLAN**



**GENERAL NOTES:**

1. THE INFORMATION CONTAINED HEREIN IS BASED ON THE RECORD DRAWINGS AND SURVEY DATA PROVIDED TO THE ENGINEER BY THE CLIENT. THE ENGINEER HAS CONDUCTED A VISUAL GENERAL VERIFICATION OF THE RECORD DRAWINGS AND SURVEY DATA AND HAS FOUND THEM TO BE REASONABLY ACCURATE FOR THE PURPOSES OF THIS PROJECT.
2. THE ENGINEER HAS CONDUCTED A VISUAL GENERAL VERIFICATION OF THE RECORD DRAWINGS AND SURVEY DATA AND HAS FOUND THEM TO BE REASONABLY ACCURATE FOR THE PURPOSES OF THIS PROJECT.
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5. THE ENGINEER HAS CONDUCTED A VISUAL GENERAL VERIFICATION OF THE RECORD DRAWINGS AND SURVEY DATA AND HAS FOUND THEM TO BE REASONABLY ACCURATE FOR THE PURPOSES OF THIS PROJECT.

- KEYNOTES:**
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
  2. ALL DIMENSIONS ARE IN FEET AND INCHES.
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  19. ALL DIMENSIONS ARE IN FEET AND INCHES.
  20. ALL DIMENSIONS ARE IN FEET AND INCHES.

**Call Dig**

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BEFORE YOU DIG

NOTICE:  
THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.

**IRRIGATION CERTIFICATION**

I, the undersigned, being a duly licensed Professional Engineer in the State of Utah, do hereby certify that the information furnished to me by the client is true and correct, and that the design and construction of the irrigation system shown on these drawings comply with the applicable codes and standards of practice.

\_\_\_\_\_  
 ENGINEER CERTIFICATION

NO.	DATE	DESCRIPTION
1	05/21/18	ISSUED FOR PERMIT
2	05/21/18	ISSUED FOR PERMIT
3	05/21/18	ISSUED FOR PERMIT
4	05/21/18	ISSUED FOR PERMIT
5	05/21/18	ISSUED FOR PERMIT
6	05/21/18	ISSUED FOR PERMIT
7	05/21/18	ISSUED FOR PERMIT
8	05/21/18	ISSUED FOR PERMIT
9	05/21/18	ISSUED FOR PERMIT
10	05/21/18	ISSUED FOR PERMIT

**GRADING AND DRAINAGE PLAN**

**C2.02**

**TOWNE STORAGE**  
 13658 SOUTH REDWOOD ROAD  
 RIVERTON, UTAH



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McNeil Engineering  
8610 S Sandy Pkwy, Sandy, UT 84070

STORM RUNOFF  
**CALCULATION  
SHEET**

Project No.  
16209A

Title :	Towne Storage	
Scope :	Site Drainage Design	
<b>Detention Facilities</b>		
Engineer :	RJP	Check: RJP
Authority :	Riverton City	Rev. No.: 1

**DRAINAGE NARRATIVE**

Storm water runoff from the project site will sheet flow to the proposed catch basins distributed on the site and be conveyed by pipe through a StormTech detention chamber and to an outlet control structure that will restrict discharge to 0.2 cfs/acre and the excess water will back up into the storage chamber. The control structure will have an orifice to restrict the discharge and an overflow weir at the highwater height of 4451.00 which the water will over top if there is a storm larger than the design

**DRAINAGE CALCULATIONS**

Estimate detention volume required for 25-year storm with a peak allowable discharge rate of  $Q_a=0.20$  cfs/acre. Storm intensity data is from NOAA Point Precipitation Frequency Chart.  
 $T_c=10$  min.

(A)		(C)	=	(C*A)
Paved	43,800 sf (1.01 ac)	0.92	=	40,296 sf
Roof Area	70,230 sf (1.61 ac)	0.75	=	52,673 sf
Landscaped	8,653 sf (0.20 ac)	0.15	=	1,298 sf
<b>Total</b>	<b>122,683 sf (2.82 ac)</b>	<b>0.77 (ave)</b>		<b>94,266 sf</b>

$T_c(\text{min})= 10$

Allowable Discharge  $Q_a=0.20$  cfs/acre  
(0.56 cfs)

**25-Year IDF NOAA**

Time-Td (min)	Rate (in/hr)	Rainfall (Inches)	Inflow Volume $V_i$ (cf)	Average Parameter (m)	Average Flow (cfs)	Outflow Volume (cf)	Required Storage (cf)
5	4.31	0.36	2820				0
10	3.28	0.55	4289	1.00	7.09	338	3,951
15	2.71	0.68	5318	0.83	5.86	422	4,896
30	1.82	0.91	7164	0.67	3.95	676	6,488
60	0.85	1.13	8877	0.58	1.84	1183	7,694
120	0.63	1.26	9898	0.54	1.36	2197	7,701
180	0.44	1.31	10291	0.53	0.94	3211	7,080
360	0.25	1.51	11862	0.51	0.54	6252	5,609
720	0.15	1.81	14219	0.51	0.33	12336	0
1440	0.08	1.94	15240	0.50	0.17	24503	0

**Total Detention Volumes:**

Required: **7,701 cf** (see chart above)  
Provided: **7,914 cf** (4460.92' High Water Mark for 25 year event)

The orifice is designed upon the following data:

Drainage Area: 2.82 acres  
Allowable discharge: 0.56 cfs (0.20 cfs/acre)  
Max head (center orifice to hw): 4.75 ft  
Diameter for new orifice: 3.1 inch (2" MIN)

$Q = C_d A_o \sqrt{2gh}$

I HEREBY CERTIFY THAT THIS REPORT FOR THE ONSITE DRAINAGE OF THIS DEVELOPMENT WAS PREPARED BY ME IN ACCORDANCE WITH THE PROVISIONS OF THE RIVERTON CITY STORM WATER DESIGN STANDARDS AND REGULATIONS AND WAS DESIGNED TO COMPLY WITH THE PROVISIONS THEREOF. I UNDERSTAND THAT RIVERTON CITY DOES NOT AND WILL NOT ASSUME RESPONSIBILITY FOR DRAINAGE FACILITIES DESIGN.

ROBERT POIRIER P.E.

