

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

Courtesy Recording

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6/23/2017 11:30:00 AM \$22.00
Book - 10570 Pg - 6227-6233
Gary W. Ott
Recorder, Salt Lake County, UT
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BY: eCASH, DEPUTY - EF 7 P.

**UTAH DEPARTMENT OF TRANSPORTATION DRAINAGE
AGREEMENT**

(corrected) *** 28-06-279-009
Salt Lake County Tax ID No. 28-06-279-008

This Drainage Agreement made and entered into this 24th day of February
2017 between Utah Department of Transportation ("Department") and
8803 Storage, LLC ("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:

This document is being recorded to correct the attachment



- 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: DAVID RICHARDS	Signature: 

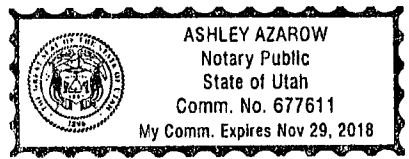
State of Utah)
County of Salt Lake)

On this 24th day of February, in the year 2017,

David Richards personally appeared before me and duly acknowledged to me that he/she executed this agreement as the current property owner of said property or was authorized to sign the agreement on behalf of the property owner. Witness my hand and official seal.


Notary Public

(NOTARY SEAL)



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

State of Utah)
County of _____)

On this ___ day of _____, in the year 20___,

_____ personally appeared before me, who duly acknowledged to me that he/she executed this agreement pursuant to the authority delegated to him/her for the Utah Department of Transportation. Witness my hand and official seal.

Notary Public

(NOTARY SEAL)

EXHIBIT A (LEGAL DESCRIPTION OF PERMITTEE'S PROPERTY)

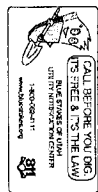
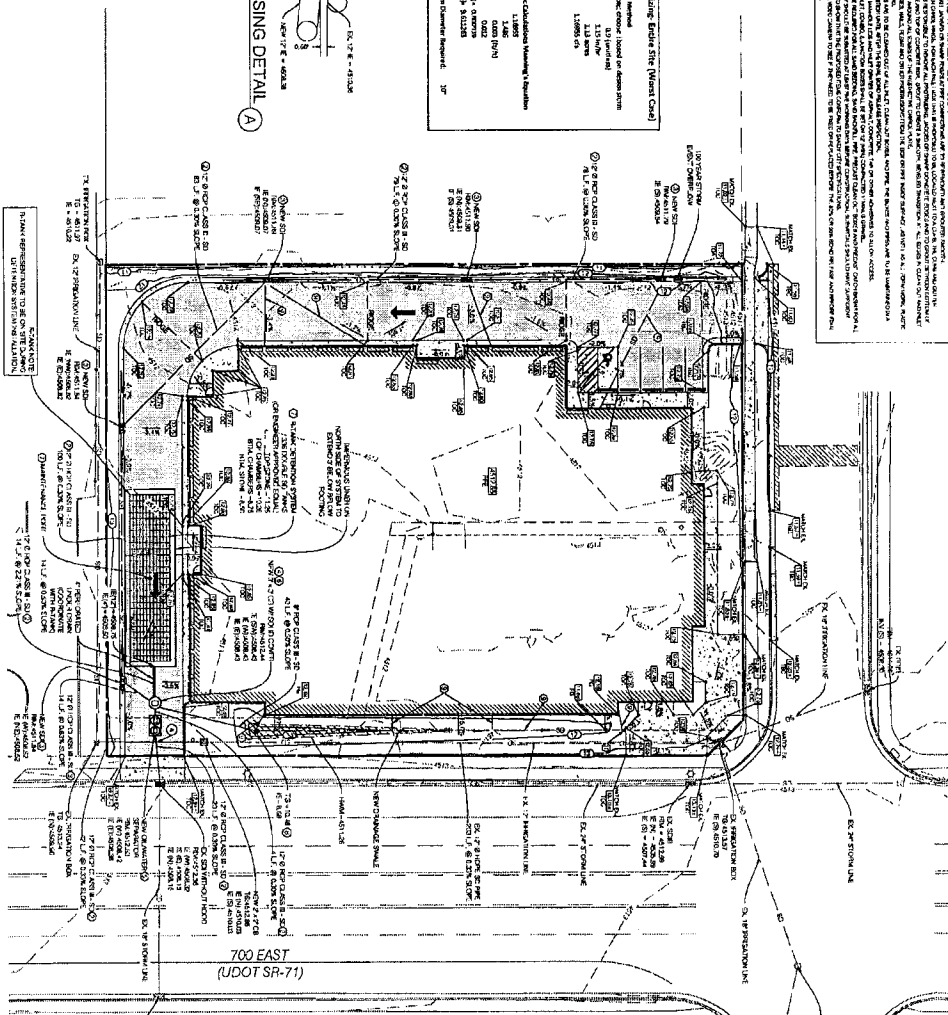
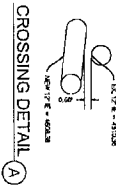
BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF 700 EAST STREET SAID POINT BEING SOUTH 00°07'00" WEST ALONG THE MONUMENT LINE 1283.60 FEET AND NORTH 89°53'00" WEST 53.00 FEET FROM THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING SOUTH 00°07'00" WEST ALONG THE MONUMENT LINE 42.71 FEET AND NORTH 89°53'00" WEST 53.00 FEET FROM THE SALT LAKE COUNTY MONUMENT AT THE INTERSECTION OF 8800 SOUTH STREET AND 700 EAST STREET; AND RUNNING THENCE SOUTH 00°07'00" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE 240.00 FEET; THENCE NORTH 89°53'00" WEST 194.10 FEET; THENCE NORTH 254.04 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID 8800 SOUTH STREET; THENCE SOUTH 89°55'22" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 180.43 FEET; THENCE SOUTH 44°56'20" EAST 20.05 FEET TO THE POINT OF BEGINNING.

NOTES:

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

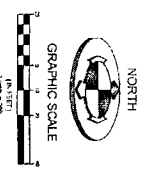
Prop. Slab (Struct. Slab) (Main Deck)

Material	Concrete
Reinforcement	Steel
Finish	As Cast
Color	Light Gray
Code	15000-01



PROTECTIVE MEASURES SHALL BE TAKEN TO PREVENT DAMAGE TO THE UNDERGROUND UTILITIES AND STRUCTURES.

STANDARD NOTES:
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.



GRADING AND DRAINAGE KEY NOTES REFERENCE

NO.	DESCRIPTION	REFERENCE
1	GRAVEL FILL TO EXISTING GRADE TO 5' MAX	1.0000
2	1" SAND TO 2" GRAVEL TO 2" SAND	2.0000
3	2" SAND TO 4" SAND TO 4" SAND	3.0000
4	4" SAND TO 6" SAND TO 6" SAND	4.0000
5	6" SAND TO 8" SAND TO 8" SAND	5.0000
6	8" SAND TO 10" SAND TO 10" SAND	6.0000
7	10" SAND TO 12" SAND TO 12" SAND	7.0000
8	12" SAND TO 14" SAND TO 14" SAND	8.0000
9	14" SAND TO 16" SAND TO 16" SAND	9.0000
10	16" SAND TO 18" SAND TO 18" SAND	10.0000
11	18" SAND TO 20" SAND TO 20" SAND	11.0000
12	20" SAND TO 22" SAND TO 22" SAND	12.0000
13	22" SAND TO 24" SAND TO 24" SAND	13.0000
14	24" SAND TO 26" SAND TO 26" SAND	14.0000
15	26" SAND TO 28" SAND TO 28" SAND	15.0000
16	28" SAND TO 30" SAND TO 30" SAND	16.0000
17	30" SAND TO 32" SAND TO 32" SAND	17.0000
18	32" SAND TO 34" SAND TO 34" SAND	18.0000
19	34" SAND TO 36" SAND TO 36" SAND	19.0000
20	36" SAND TO 38" SAND TO 38" SAND	20.0000
21	38" SAND TO 40" SAND TO 40" SAND	21.0000
22	40" SAND TO 42" SAND TO 42" SAND	22.0000
23	42" SAND TO 44" SAND TO 44" SAND	23.0000
24	44" SAND TO 46" SAND TO 46" SAND	24.0000
25	46" SAND TO 48" SAND TO 48" SAND	25.0000
26	48" SAND TO 50" SAND TO 50" SAND	26.0000

STORM DRAINAGE CALCULATIONS
 Rational Method (Q=CIA)
 The following calculations are based on the Rational Method (Q=CIA) for storm drainage design. The peak discharge (Q) is calculated based on the catchment area (A), runoff coefficient (C), and intensity (I). The design discharge (Q) is then used to determine the required pipe size and slope.

NO.	AREA (AC)	C	I (IN/H)	Q (CFS)
1	1.00	0.50	1.00	0.50
2	1.00	0.50	1.00	0.50
3	1.00	0.50	1.00	0.50
4	1.00	0.50	1.00	0.50
5	1.00	0.50	1.00	0.50
6	1.00	0.50	1.00	0.50
7	1.00	0.50	1.00	0.50
8	1.00	0.50	1.00	0.50
9	1.00	0.50	1.00	0.50
10	1.00	0.50	1.00	0.50
11	1.00	0.50	1.00	0.50
12	1.00	0.50	1.00	0.50
13	1.00	0.50	1.00	0.50
14	1.00	0.50	1.00	0.50
15	1.00	0.50	1.00	0.50
16	1.00	0.50	1.00	0.50
17	1.00	0.50	1.00	0.50
18	1.00	0.50	1.00	0.50
19	1.00	0.50	1.00	0.50
20	1.00	0.50	1.00	0.50
21	1.00	0.50	1.00	0.50
22	1.00	0.50	1.00	0.50
23	1.00	0.50	1.00	0.50
24	1.00	0.50	1.00	0.50
25	1.00	0.50	1.00	0.50
26	1.00	0.50	1.00	0.50

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GRADING & DRAINAGE PLAN
 CG001
 5/9/11

SANDY STORAGE UNITS
 8802 & 8838 SOUTH 700 EAST
 SANDY, UTAH



BENCHMARK ENGINEERING & LAND SURVEYING
 800 N. 1000 W. SUITE 100
 SANDY, UTAH 84086
 801.488.1111
 www.benchmark-civil.com



DATE	10/12/2010
BY	CG001
CHECKED BY	CG001
SCALE	AS SHOWN
PROJECT	SANDY STORAGE UNITS
LOCATION	8802 & 8838 SOUTH 700 EAST, SANDY, UTAH
CLIENT	UNIVERSITY MICROFILMS INTERNATIONAL
DESIGNED BY	CG001
DRAWN BY	CG001
CHECKED BY	CG001
DATE	10/12/2010