

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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MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: BENLOCH RANCH MASTER ASSOCIATIO
N

UTAH DEPARTMENT OF TRANSPORTATION DRAINAGE AGREEMENT

Wasatch County Affects Tax ID Nos. 00-0020-4219,
00-0021-5546, 00-0021-5547, 00-0021-5548,
00-0021-5549, 00-0021-5552, and 00-0021-5553

This Drainage Agreement (the "Agreement") is made and entered into as of this 30th day of July 2021 between Utah Department of Transportation ("Department") an agency of the state of Utah; and Benloch Ranch Master Association, a Utah nonprofit corporation ("Permittee").

RECITALS

The Permittee is the homeowners' association with authority over all of the real property that is described at Exhibit A, attached hereto and incorporated herein, (the "Property") and shown generally on the map at Exhibit B, attached hereto and incorporated herein. The Permittee is also the owner of an easement for certain drainage system facilities on the Property (the "Easement").

The Permittee desires to construct a drainage system within the Easement that has a drainage connection within the Department Right of Way known as State Route 32, subject to the requirements and conditions described in this Agreement and in a Permit issued by the Department.

The Department's Right of Way for State Route 32 currently includes a drainage system that the Permittee will connect with, and Department's Policy 08A-06 requires the Permittee to sign this Drainage Agreement as part of the permitting process for a drainage connection.

In consideration of the foregoing recitals (which are hereby incorporated into this Agreement) and the following terms and conditions, 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 Easement and drainage system 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 drainage system.
- 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 costs 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 adjacent 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 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 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.

[Signatures Follow]

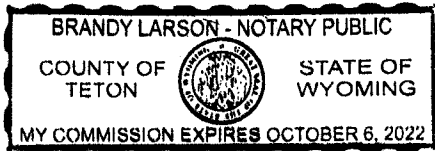
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

PERMITTEE			
Name Printed:	Benloch Ranch Master Association, a Utah nonprofit corporation	Signature:	By: <u>Jamie Mackay</u> Name: Jamie Mackay Title: President

STATE OF Wyoming)
) ss.
 COUNTY OF Teton)

The foregoing instrument was acknowledged before me this 30th day of July, 2021, by Jamie Mackay as President of Benloch Ranch Master Association, a Utah nonprofit corporation.

Witness my hand and official seal.



Brandy Larson
 Notary Public

UTAH DEPARTMENT OF TRANSPORTATION – Regions Permit Officer			
Name Printed:	Marshall Terry	Signature:	<i>Marshall Terry</i>

State of Utah)
County of UTAH)

The foregoing instrument was acknowledged before me this 11 day of August, 2021, by MARSHALL TERRY.

Witness my hand and official seal.

[Handwritten Signature]

Notary Public

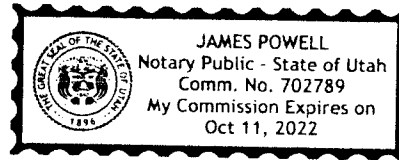


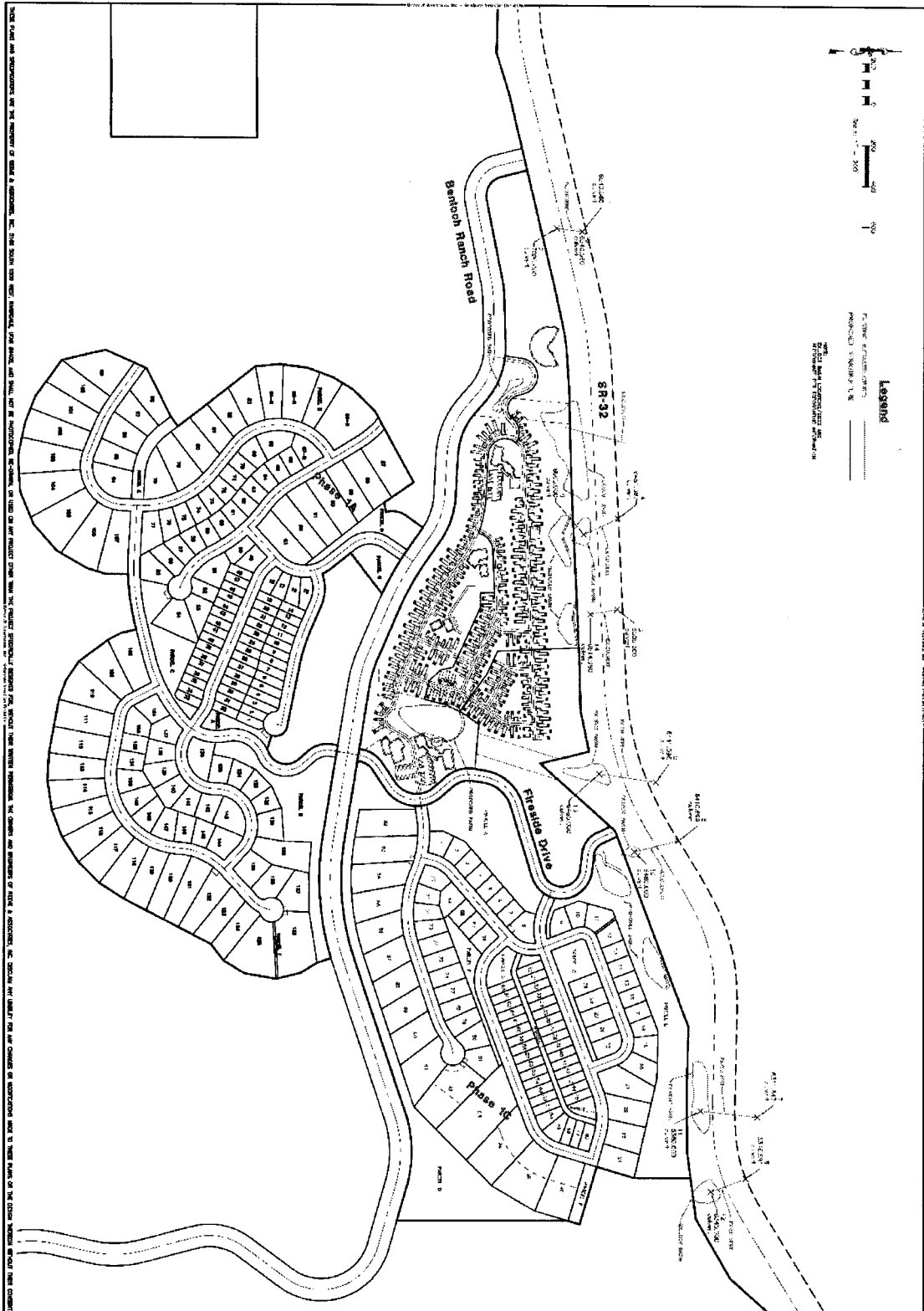
EXHIBIT A (Legal Description)

Part of the Northeast and Northwest quarters of Section 2, the Northeast quarter of Section 3, Township 3 South, Range 5 East, Salt Lake Base and Meridian, U.S. Survey, described as follows:

Beginning at a point on the Southerly right of way line of Benloch Ranch Road, said point being North 89°31'27" East 6017.58 feet and South 00°28'33" East 632.41 feet from a found brass cap monument at the Southwest corner of Section 34, Township 2 South, Range 5 East (said Southwest corner of Section 34, Township 2 South, Range 5 East being South 89°31'27" West 16027.88 feet from the Northeast corner of Section 1, Township 3 South, Range 5 East and being the basis of bearings for this project), and running thence along said Southerly right of way line the following seven (7) courses: (1) along a non-tangent curve turning to the right with a radius of 320.00 feet, an arc length of 5.01 feet, a delta angle of 00°53'50", a chord bearing of South 55°15'54" East, and a chord length of 5.01 feet; (2) South 54°48'59" East 122.63 feet; (3) along a tangent curve turning to the left with a radius of 1555.00 feet, an arc length of 306.88 feet, a delta angle of 11°18'26", a chord bearing of South 60°28'12" East, and a chord length of 306.38 feet; (4) South 66°07'25" East 250.14 feet; (5) along a tangent curve turning to the left with a radius of 705.00 feet, an arc length of 178.14 feet, a delta angle of 14°28'39", a chord bearing of South 73°21'44" East, and a chord length of 177.67 feet; (6) South 80°36'04" East 756.52 feet; and (7) along a tangent curve turning to the left with a radius of 1315.00 feet, an arc length of 613.39 feet, a delta angle of 26°43'33", a chord bearing of North 86°02'06" East, and a chord length of 607.84 feet; thence South 17°19'41" East 73.31 feet; thence South 31°03'02" East 99.94 feet; thence South 13°12'27" East 123.35 feet; thence South 09°37'26" West 160.48 feet; thence South 30°23'51" West 123.37 feet; thence South 52°15'06" West 102.40 feet; thence South 26°59'52" West 488.46 feet; thence South 31°59'27" West 146.05 feet; thence South 44°19'13" West 146.05 feet; thence South 56°38'59" West 146.05 feet; thence South 68°58'46" West 146.05 feet; thence South 81°18'32" West 146.05 feet; thence North 86°55'42" West 136.73 feet; thence North 79°18'30" West 268.60 feet; thence North 69°54'02" West 98.11 feet; thence North 55°36'39" West 115.81 feet; thence North 36°10'33" West 176.90 feet; thence North 26°58'51" West 76.04 feet; thence North 12°34'50" West 76.97 feet; thence South 75°44'48" West 29.13 feet; thence along a tangent curve turning to the right with a radius of 1117.22 feet, an arc length of 246.34 feet, a delta angle of 12°38'00", a chord bearing of South 82°03'48" West, and a chord length of 245.84 feet; thence South 113.04 feet; thence South 17°17'32" West 97.61 feet; thence South 29°49'19" West 172.83 feet; thence South 48°35'21" West 172.83 feet; thence South 67°25'39" West 174.12 feet; thence South 86°15'56" West 172.83 feet; thence North 78°06'15" West 167.29 feet; thence North 69°00'37" West 137.42 feet; thence North 53°32'36" West 222.67 feet; thence North 12°53'17" West 224.48 feet; thence North 23°24'22" East 224.02 feet; thence North 62°51'42" East 265.60 feet; thence North 53°48'40" East 58.57 feet; thence North 37°16'02" West 487.87 feet; thence North 05°00'04" West 125.71 feet; thence North 06°55'10" East 135.96 feet; thence North 19°24'49" East 138.25 feet; thence North 31°04'15" East 117.65 feet; thence North 43°23'25" East 152.72 feet; thence North 61°07'00" East 55.99 feet; thence North 61°30'31" East 60.19 feet; thence North 60°30'43" East 281.65 feet; thence South 33°53'57" East 177.36 feet; thence North 80°47'54" East 48.95 feet; thence along a non-tangent curve turning to the right with a radius of 125.00 feet, an arc length of 109.31 feet, a delta angle of 50°06'15", a chord bearing of North 10°07'54" East, and a chord length of 105.86 feet; thence North 35°11'22" East 99.40 feet to the point of beginning.

EXHIBIT B

(Depiction of drainage connections)
(Attached)



<p>Benloch Ranch <small>UNINCORPORATED</small></p> <p>UDOT Drainage Exhibit</p>	<p>Benloch Ranch <small>UNINCORPORATED</small></p>	<p>NOV-01-02 DATE DATE</p>	<p>Reeve & Associates, Inc. <small>INCORPORATED IN ILLINOIS</small> 1000 N. WASHINGTON ST. SUITE 200 DEERFIELD, ILLINOIS 60015 PHONE: (708) 439-8800 FAX: (708) 439-8801 WWW: WWW.REEVE-ASSOCIATES.COM</p>
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