

MULTI-PARCEL DRAINAGE AGREEMENT
Between
UTAH DEPARTMENT OF TRANSPORTATION
And

This Multi-Parcel Drainage Agreement ("Agreement"), by and between **Utah Department of Transportation** ("Department") and Jann Lefler, Trustee - ("Local Government") describes the terms and conditions of offsite drainage connections in the Department Right of Way.

Jann Lefler Living Trust

RECITALS

WHEREAS, Lefler Woodland property - ^{Parcels 1, 2, 5, 4} ("Development") is progressing the design of a multi-parcel development described in Exhibits; and

WHEREAS, the Development, its successors and assigns, desires to construct drainage facilities in accordance with the plans permitted by the Department, to collect and convey stormwater from their property and discharge into the Department's drainage facilities, more particularly shown in Exhibits; and

WHEREAS, the Development shall enter into an agreement with the Local Government that defines the long-term stormwater management responsibilities of the Development; and

WHEREAS, the Local Government shall be responsible to regulate the Development 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 into the Department's drainage facilities without the written permission of the Department.
- b) The Local Government will not hold the Department liable for damages or any costs resulting from any back-up or flow into the Development's drainage facilities or property. The Local Government accepts all risks associated with the connection to the Department's drainage facility.
- c) The Local Government shall regulate and monitor the Development's stormwater for compliance with the applicable stormwater permits, laws, regulations, and rules.
- d) The Local Government shall indemnify and hold the Department harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the Department from failure of the Local Government to comply with its obligations, applicable stormwater permits, laws, regulations, and rules under this agreement relating to the drainage connection.

(2) LONG TERM OPERATION AND MAINTENANCE

ENTRY NO. 01194807
09/08/2022 09:31:53 AM B: 2756 P: 0739
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ARONDA FRANCIS, SUMMIT COUNTY RECORDER
FEE 40.00 BY JANN LEFLER

- a) The Development's drainage facilities shall be maintained and operational to prevent or reduce the discharge of pollutants.
- b) The Department may notify the Local Government of any maintenance requirements if the Local Government fails to maintain the drainage facilities. The Department reserves the right, without relieving the Local Government of its obligations, to reconstruct or make repairs to the drainage connection as necessary. The Local Government must reimburse the Department for its cost if the Local Government fails to comply with the Department's written notification.
- c) The Development's drainage facilities shall be maintained without access from any interstate highway or ramp.

(3) FUTURE IMPACTS

- a) The Department has the right to change its drainage facilities for any future transportation project. If the Department's drainage facilities are reconstructed or modified, the Department reserves the right to hold the Local Government responsible for the cost to reconnect to the Department's drainage facilities. The Department is not responsible for any costs the Local Government incurs due to the drainage facilities being reconstructed or modified.

(4) REMOVAL OF CONNECTION

- a) Non-compliance with this Agreement may result in the Department removing the drainage connection and restoring the highway and Right of Way at the sole expense of the Local Government.
- b) The Department will notify the Local Government in writing prior to any cancellation, setting forth the violations, and will provide the Local Government a reasonable time to correct the violations to the satisfaction of the Department. The Department may order the removal of any drainage connections subject to this Agreement if the violations are not corrected.

(5) SUCCESSORS AND ASSIGNS

- a) All covenants, obligations and agreements will be binding upon the parties, their successors and assigns and run with the land as described in Exhibits until the drainage connection is removed from the Department Right of Way.

(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 Property Owner

Company: _____

Signature: *Jann Kefler*

Printed Name: Jann Kefler

Title: _____

Date: 6/13/2022

ACKNOWLEDGMENT

County of Summit

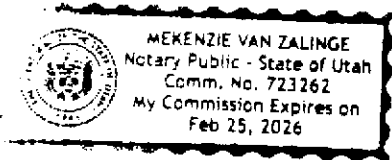
On this 13th day of June, in the year 2022, before me,

Mekenzie Van Zalinge a notary public, personally appeared

Jann Kefler, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged (he/she) executed the same.

Witness my hand and official seal.

Mekenzie Van Zalinge





IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers.

Attest

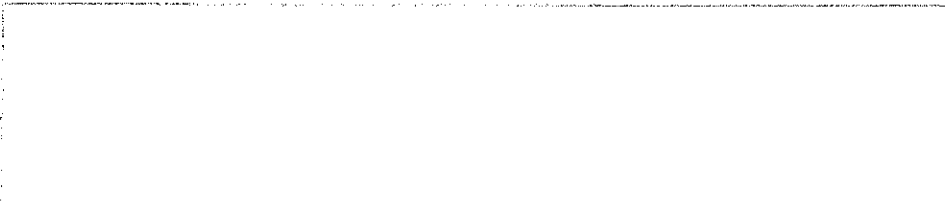
Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)



Recommended for Approval

UDOT

Title: Permit's Officer

Title: Region Director

Date: _____

Date: _____

UDOT Comptroller Office

Title: Contract Administrator

Date: _____

Exhibits

~~See survey and other documents as part of official folder.~~

See highlighted sections of following document.

Parcel 1

CD-2734

A portion of land located in the Northwest Quarter of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 0°29'25" West between the Northwest Corner and the Southwest Corner of said Section 12, described as follows:

Beginning at a point South 0°29'25" West 1489.04 feet along the section line and East 2059.20 feet from the Northwest Corner of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian, which point being located more or less on the southerly line of State Road 35; and running thence South 60°35'01" East 84.24 feet more or less along road line; thence South 68°54'00" East 61.70 feet more or less along road line; thence South 16°45'53" West 167.60 feet; thence South 72°28'06" East 86.68 feet to a fence line; thence South 13°34'53" West 452.14 feet along a fence line and the extension of said fence; thence North 79°10'27" West 135.28 feet along a fence line and extension; thence South 15°36'46" West 424.43 feet along a fence line to the centerline of the Provo River; thence South 82°00'31" West 59.16 feet along said river centerline; thence North 04°24'50" West 626.07 feet to the centerline of 24 foot wide driveway; thence East 122.22 feet along said centerline; thence along the arc of a curve to the left 131.85 feet, having a radius 100.00 feet, a central angle of 75°32'49", and a chord of 122.51 feet bearing North 52°13'35" East; thence North 14°27'11" East 44.31 feet along said centerline; thence North 75°32'49" West 32.26 feet; thence North 64°19'25" West 193.92 feet; thence North 25°50'11" East 125.86 feet; thence South 62°22'20" East 180.38 feet; thence North 14°27'11" East 224.49 feet to the point of beginning. Containing 5.42 Acres

Parcel 2

A portion of land located in the Northwest Quarter of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 0°29'25" West between the Northwest Corner and the Southwest Corner of said Section 12, described as follows:

Beginning at a point South 0°29'25" West 1533.72 feet along the section line and East 1325.53 feet from the Northwest Corner of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian, which point being located at an existing fence corner, and running thence South 78°09'54" East 188.69 feet along a fence line; thence North 87°12'22" East 217.32 feet along a fence line; thence South 62°22'20" East 131.46 feet along a fence line; thence South 25°50'11" West 125.86 feet; thence South 64°19'25" East 193.92 feet; thence South 75°32'49" East 32.26 feet to the centerline of a 24 foot wide driveway; thence South 14°27'11" West 44.31 feet along said centerline; thence along the arc of a curve to the right 131.85 feet, having a radius of 100.00 feet and a central angle of 75°32'49", a chord of 122.51 feet bearing South 52°13'35" West; thence West 392.63 feet along said centerline; thence along the arc of a curve to the left 112.15 feet, having a radius of 150.00 feet and a central angle of 42°50'12", a chord of 109.55 feet

bearing South 68°34'54" West; thence along the arc of a curve to the right 79.54 feet, having a radius of 96.42 feet a central angle of 47°16'05", and a chord of 77.31 feet bearing South 66°40'01" West; thence North 00°29'20" East 483.01 feet along a fence line to the point of beginning. Containing 5.00 Acres

Parcel 3

A portion of land located in the Northwest Quarter of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 0°29'25" West between the Northwest Corner and the Southwest Corner of said Section 12, described as follows:

Beginning at a point South 0°29'25" West 1959.13 feet along the section line and East 1436.87 feet from the Northwest Corner of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian, which point being located at the centerline of a 24 foot wide driveway; and running thence along the arc of a curve to the right 62.98 feet, having a radius of 150.00 feet, a central angle of 24°03'22", and a chord of 62.52 feet bearing North 77°58'19" East; thence East 270.41 feet along said driveway centerline; thence South 04°24'50" East 626.07 feet to the centerline of the Provo River; thence South 82°00'31" West 319.79 feet along said river; thence South 88°02'30" West 21.32 feet along said river; thence North 03°38'19" West 657.70 feet to the point of beginning. Containing 5.00 Acres

Parcel 4 *CD-2233-B*

A portion of land located in the Northwest Quarter of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 0°29'25" West between the Northwest Corner and the Southwest Corner of said Section 12, described as follows:

Beginning at a point South 0°29'25" West 1994.38 feet along the section line and East 1142.01 feet from the Northwest Corner of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian, thence South 89°51'18" East 183.34 feet to a fence corner; thence South 21.89 feet to the centerline of a 24 foot driveway; thence along the arc of a curve to the left 79.54 feet, having a radius of 96.42 feet a central angle of 47°16'05", and a chord of 77.31 feet bearing North 66°40'01" East; thence along the arc of a curve to the right 49.17 feet, having a radius of 150.00 feet a central angle of 18°46'50", and a chord of 48.95 feet bearing North 56°33'13" East; thence South 03°38'19" East 657.70 feet to the centerline of the Provo River; thence South 88°02'31" West 155.24 feet along said river; thence South 80°53'23" West 133.53 feet along said river; thence South 76°49'59" West 103.44 feet along said river; thence North 04°19'44" East 673.05 feet to the point of beginning. Containing 5.00 Acres

Parcel 5 *CD-2233-A1*

A portion of land located in the Northwest Quarter of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 0°29'25" West between the Northwest Corner and the Southwest Corner of said Section 12, described as follows:

Beginning at a point South 0°29'25" West 1994.38 feet along the section line and East 1142.01 feet from the Northwest Corner of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian, thence South 04°19'44" West 673.05 feet to the centerline of the Provo River; thence North 83°52'02" West

113.46 feet along said river; thence North 50°17'28" West 99.46 feet along said river; thence North 34°36'05" West

62.47 feet along said river; thence North 68°02'20" West 50.25 feet along said river; thence North 54°47'23" West

46.76 feet along said river; thence North 79°09'05" West 26.91 feet along said river; thence North 00°06'24" East

494.21 feet along the easterly line of parcel CD-2227-A-1 to a fence corner; thence South 89°51'18" East 385.91

feet to the point of beginning.

Containing 5.00 Acres