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**STORM WATER DISCHARGE AND MAINTENANCE
COOPERATIVE AGREEMENT
BETWEEN
THE UTAH DEPARTMENT OF TRANSPORTATION
AND
HERRIMAN CITY**

This Storm Water Discharge and Maintenance agreement made and entered into this 10 day of August 2020, by and between the Utah Department of Transportation ("UDOT"), an agency of the State of Utah, and Herriman City ("City") a Municipal Corporation of the State of Utah, each as ("Party") and jointly as ("Parties").

RECITALS

WHEREAS, UDOT has constructed a new highway, The Mountain View Corridor, and a storm drain system within the UDOT right of way. The Mountain View Corridor runs North and South through the City of Herriman; and

WHEREAS, the City is developing the property adjacent to the west side of the Mountain View Corridor known as the "Herriman Towne Center", shown in exhibit "A" for reference only; and

WHEREAS, the City wishes to construct a drainage system and connection within the UDOT Right of Way subject to the requirements and conditions of this agreement; and

WHEREAS, UDOT's Policy 08-06 requires the City to enter into an agreement with UDOT as part of the process for a drainage connection; and

WHEREAS, UDOT will require the City to obtain an Encroachment Permit through the UDOT Region Two Permits Department for the work performed in the UDOT Right of Way.

THIS AGREEMENT is made to set out the terms and conditions of the drainage improvements and the ownership and maintenance of the drainage facilities.

The parties agree as follows:

COMPLIANCE: The City must comply with the conditions in this agreement and all applicable state and federal statutes, regulations and rules. UDOT may perform inspection of the City's drainage system to monitor compliance with the Agreement and with state and federal statutes, regulations, and rules. The City grants UDOT access to the City's property for

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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
HERRIMAN
5355 W HERRIMAN MAIN ST
HERRIMAN UT 84096
BY: JLA, DEPUTY - UI 9 P.

inspection or to perform any repairs to prevent damage to UDOT's Right of Way. UDOT's inspection does not relieve the City of its responsibilities in meeting the Agreement conditions. The City is responsible for UDOT's inspection costs. The City's responsibilities include:

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

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

FUTURE IMPACTS: UDOT has the right to change its drainage system for any transportation project. If UDOT's drainage system is reconstructed or modified, UDOT reserves the right to hold the City responsible for the cost to reconnect UDOT's drainage system. UDOT is not responsible for any costs the City incurs due to the drainage system being reconstructed or modified.

LIABILITY: Pursuant to R930-7-6(2)(b), the City is required to guarantee satisfactory performance under this agreement. UDOT may proceed against the City to recover all expenses incurred by UDOT, its employees, or contractors in repairing the sections of roadway damaged by the City's or its drainage system, including the failure to restore the Right of Way to UDOT's standards. The City will be liable for all costs UDOT incurs under this agreement.

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

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

CANCELLATION OF AGREEMENT: Any failure on the part of the City to comply with the terms and conditions set forth in the Permit or Agreement may result in the cancellation of the Permit and Agreement. Failure of the City to pay any sum of money for costs incurred by UDOT in association with inspection, reconstruction, repair, or maintenance of the drainage system may also result in the cancellation of the Agreement. Non-compliance with either the Permit or Agreement may result in UDOT removing the drainage system and restoring the highway and Right of Way at the sole expense of the City. UDOT will notify the City in writing prior to any cancellation, setting forth violations, and will provide the City a reasonable time to correct violations to the satisfaction of UDOT. UDOT may order the City to remove its drainage system if the violations are not corrected.

SUCCESSORS AND ASSIGNS: All covenants, obligations and agreements will be binding upon the parties, their successors, assigns, and run with the land described in Exhibit "B" until the drainage connection is removed from UDOT's Right of Way.

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 UDOT and the City.
- 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 to be 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives to be effective as of the day and year first written above.

Herriman City

Brett Geo. Wood
Name (Printed)

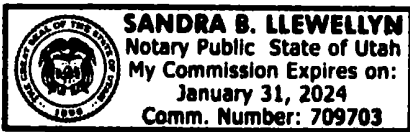
State of Utah)

County of Salt Lake)

On this 17 day August, in the year 2020,

Brett Wood 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 Seal)



City Manager

[Signature]
Signature

Attest:
Signature

[Signature]
Name (Printed)



[Signature]
Notary Public

Utah Department of Transportation

Shane Safford
Name (Printed)

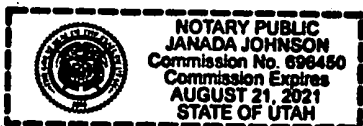
State of Utah)

County of Salt Lake)

On this 20 day of August, in the year 2020,

Shane Safford 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 Seal)



Region Permits Officer

[Signature]
Signature

[Signature]
Notary Public

EXHIBIT "A"
PROJECT LOCATION
DRAINAGE CALCULATIONS
ENGINEERING PLANS OF SYSTEM



PLANNING & ENGINEERING

10421 S. Jordan Gateway Blvd. #200

South Jordan, UT 84095

801-316-3193 Telephone

March 15, 2018

Herriman City

5355 West Main Street

Herriman, Utah 84096

RE: HTC Pod 30 Storm Drain Submittal

Dear Jonathan,

An updated storm drain master plan was submitted as part of HTC Pod 25. Attached are the updated model results and exhibits to this master plan. The attached catchment area calculations show storm water volumes that are calculated based on the 100-year 24 hour storm. Curve Numbers are calculated based on weighted runoff from within each catchment area using this storm.

SWMM 5 software was used for modeling. The attached model results show that the designed storm water system will pass the peak flows from the 10-year 3 hour storm without flooding for the proposed and future build out conditions. The 100-year 3-hour storm results show that all existing ponds will have 1' or more of freeboard for the storm water that is routed through the piped network systems to and from these ponds. Salt Lake County informed me that the 100-year 3-hour storm provides the highest peak flows in their model for this portion of the valley. This is what they use in their model for everything that discharges to Rose Creek. The peak discharge from the 100-year 3-hour storm at the outfall into the UDOT retention pond is 39.11 cfs. The allowable discharge from all areas above this discharge point is 0.20 cfs per acre which equates to 55.84 cfs as shown on the catchment area spreadsheet.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Corwin Willmore'.

Corwin Willmore P.E.

Attachments :

Herriman Towne Center Storm Water Catchment Areas Exhibit (05.03.17)

Herriman Towne Center Storm Water Network Exhibit (05.03.17)

Herriman Towne Center Catchment Areas Storm Drain Calculations

Pipe Network Design Table

A handwritten signature in black ink, appearing to read 'Corwin Willmore', with a circular date stamp below it containing the text '03-15-18'.

03-15-18

EXHIBIT "B"
LEGAL DESCRIPTION OF
PROPERTY DISCHARGING
INTO UDOT DRAINAGE SYSTEM

Towne Center Area Drainage
Legal Description

A part of Section 36, Township 3 South, Range 2 West, Salt Lake Base & Meridian, U.S. Survey in Herriman, Salt lake County, Utah:

Beginning at the Southeast corner of said Section 36; and running thence North $0^{\circ} 32' 15''$ East 1805.57 feet along the East Section line; thence North $11^{\circ} 44' 08''$ West 647.88 feet; thence North $7^{\circ} 33' 32''$ West 212.27 feet; thence West 870.94 feet; thence North $0^{\circ} 24' 33''$ East 296.37 feet; thence North $89^{\circ} 40' 34''$ West 457.11 feet; thence North $0^{\circ} 24' 38''$ East 304.88 feet; thence North $89^{\circ} 37' 27''$ West 516.65 feet to the point on the arc of a 1070.0 foot radius non-tangent curve to the left; thence Northwesterly 353.77 feet along said curve through a central angle of $18^{\circ} 56' 36''$ and a long chord of North $27^{\circ} 42' 23''$ West 352.16 feet; thence North $37^{\circ} 10' 41''$ West 385.02 feet; thence South $52^{\circ} 49' 19''$ West 1577.09 feet to a point of tangency of a 822 foot radius curve to the right; thence Westerly 469.57 feet along said curve through a central angle of $32^{\circ} 43' 49''$ and a long chord of South $69^{\circ} 11' 14''$ West 463.21 feet; thence South $87^{\circ} 54' 05''$ West 96.05 feet; thence North $89^{\circ} 37' 15''$ West 353.35 feet; thence South $0^{\circ} 10' 0''$ West 2728.8 feet to a point on the South line of Section 36; thence South $89^{\circ} 35' 55''$ East 1875.35 feet to the South Quarter Corner; thence continuing along the Section line, South $89^{\circ} 38' 34''$ East 2650.41 feet to the point of beginning.