COURTESY RECORDING

No assurances are given by the company either Express or implied for accuracy or content.

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, UT 84114-8240
DG - 082 - 023
OG - 082 - 023
OG - 082 - 023

66-092-0276

E 3073389 B 6942 P 702-721 RICHARD T. MAUGHAN DAVIS COUNTY, UTAH RECORDER 1/31/2018 1:45:00 PM FEE \$51.00 Pgs: 20 DEP eCASH REC'D FOR OLD REPUBLIC NATL TIT

UTAH DEPARTMENT OF TRANSPORTATION DRAINAGE AGREEMENT

Davis County

Tax ID No. 46-1627662

This Drainage Agreement made and entered into this 10th day of January 2017 between Utah Department of Transportation ("Department") and Woods Cross City ("Permitee"), 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) <u>COMPLIANCE:</u> 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) <u>FUTURE IMPACTS</u>: 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) <u>LIABILITY:</u> 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 backup 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.

- 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) <u>SUCCESSORS AND ASSIGNS:</u> 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.

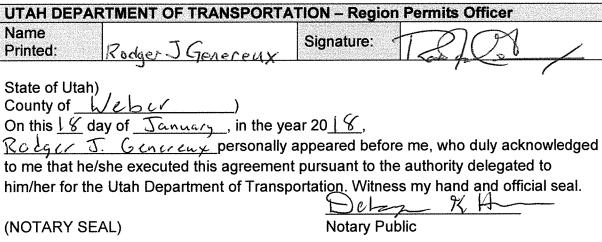
(7) MISCELLANEOUS:

- 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 WEREOF, the parties hereto have executed this Agreement the day and year first above written.

CURRENT PROPERTY OWNER/PERMITTEE													
Name Printed:	Survice 3, LLC Nothern Sk. pp	Signature:	Source 3, Lee By: Annye										
	minagor	•											
State of Utah)													
County of Sa	County of <u>Salt Lake</u>)												
On this 11 da	y of <u>January</u> , in the ye	ear 20 <u><i>18</i>,</u>											
Nathan &	<u>>hipo</u> persona	lly appeared be	fore 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. Wenue Passidy.													
(NOTARY SEA	AL)	Notary Pu	blic <i>O</i>										
	MOTAL My Co	DENISE CASSIDY RY PUBLIC • STATE OF UT mmission Expires July 10, 20 MMISSION NUMBER 695340	021										



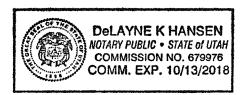


EXHIBIT A (Legal Description of Permittee's Property)

A PARCEL OF LAND SITUATED IN THE NORTH HALF OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, WOODS CROSS CITY, DAVIS COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

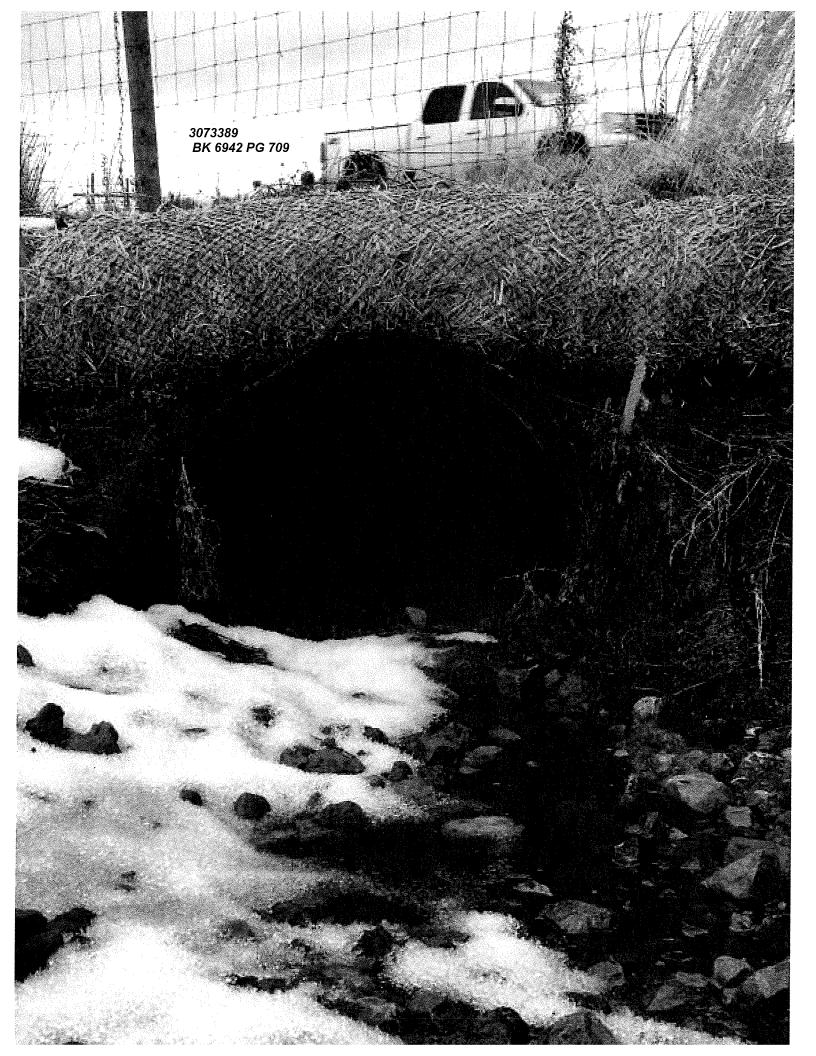
BEGINNING AT THE SOUTHEAST CORNER OF VALENTINE ESTATES PHASE 1, ON FILE WITH THE DAVIS COUNTY RECORDER'S OFFICE AS ENTRY #2166825, SAID POINT LIES NORTH 00°23'18" WEST 1390.76 FEET ALONG THE SECTION LINE AND NORTH 89°48'15" WEST 33.35 FEET OF THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND TRAVERSING THENCE NORTH 89°48'15" WEST 2689.21 FEET ALONG THE NORTHERLY BOUNDARY LINES OF VALETINE ESTATES PHASES 1, 2 AND 3 TO A POINT WHICH LIES ON THE EASTERLY RIGHT-OF-WAY LINE OF LEGACY PARKWAY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: (1) NORTH 27°58'42" EAST 758.31 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2274.61 FEET, (2) ALONG SAID ARC 615.97 FEET (CHORD BEARS NORTH 22°47'40" EAST 614.09 FEET) TO A POINT WHICH LIES ON THE SOUTHERLY BOUNDARY LINE OF MOUNTAIN VIEW SUBDIVISION PHASE 3; THENCE SOUTH 89°48'15" EAST 2091.53 FEET ALONG THE SOUTHERLY BOUNDARY LINES OF MOUNTAIN VIEW SUBDIVISION PHASES 3, 2 AND LEGACY SUBDIVISION TO A POINTWHICH LIES ON THE WESTERLY RIGHT-OF-WAY LINE OF REDWOOD ROAD; THENCE SOUTH 00°11'09" EAST 1237.86 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

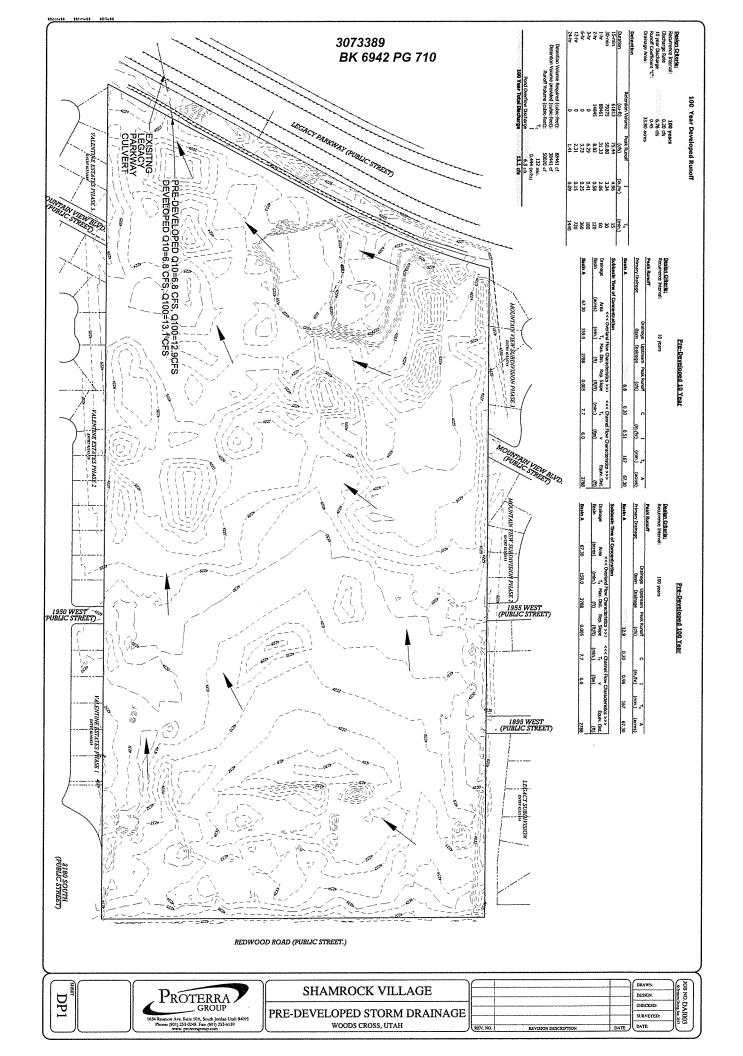
LESS AND ACCEPTING THE DSD WOODS CROSS ELEMENTARY SCHOOL NO. 60 PLAT, ON FILE IN THE WITH THE DAVIS COUNTY RECORDER'S OFFICE ENTRY #3024025.

CONTAINS 2,931,803 SQ. FT. OR 67.305 ACRES, MORE OR LESS.

EXHIBIT B

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



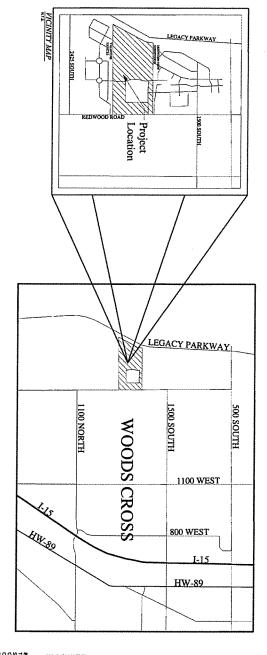


JOB NO. DAIOO3

CHECKED

SURVEYED

SITUATED IN THE NORTH HALF OF SECTION 34, WOODS CROSS CITY, DAVIS COUNTY, UTAH TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN 194 LOTS



SHEET INDEX

CV1 COVER SHEET

NT1 NOTE SHEET

ROS RECORD OF SURVEY

PL1 PRELIMINARY PLAT

SL1 SIGNAGE AND LIGHTING PLAN UTI UTILITY PLAN

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BASIS OF BEARING
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WEST QUARTER CORNER, AND THE
WITHESS CORNER AND THE
SECTION 35.

PROJECT REMICISMANT FOUNDS
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SITE IS 443,11 ON THE WITNESS
COPHEN TO THE
CONTEN OF SECTION 35, TOMPISHIP 2
WORTH, MANGE 1 WEST, SALT LAKE BAGE
AND RESIDIAN SECTION 35 , TOWNSHIP 2 NORTH, RANGE 1 WEST.

NOT FOR CONSTRUCTION

OWNED/DEVELOPED BY:
DEVELOPMENT ASSOCIATES INC.
1099 S. JORDAN PARKWAY
SOUTH JORDAN, UTAH 84095
(801) 495-3415 FAX

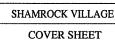
PROTERRA GROUP
DAVE REDDISH - PROJECT MANAGER
1654 REUNION AVENUE, SUITE 10A
SOUTH JORDAN, UTAH 84095
(801) 253-0248 TEL
(801) 253-6139 FAX

MUNICIPALITY:
WOODS CROSS CITY
1555 SOUTH 800 WEST
WOODS CROSS, UTAH 84087
(801) 292-4421 TEL
(801) 292-2225 FAX

PLANS PREPARED BY:







WOODS CROSS, UTAH

LS1 PRELIMINARY STREET TREE &

LANDSCAPE PLAN

DP1 DRAINAGE PLAN

REV. NO.	REVISION DESCRIPTION	DATE
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Z _{syst}	PROTERRA	SHAMROCK VILLAGE		DRAWN: O O O O
11347	GROUP runion Are. Saise 10A, South Jordan Utah 84095 sone: (801) 233-3248 Fair (807) 233-4139 www. penterragroup.com	GENERAL NOTES woods cross, utah	REV. NO. REVISION DESCRIPTION DATE	SLEEVELD: STEEVELD: STEEVE

