



Contract # **238378** Tracking # **41458**

E# 3266400 PG 1 OF 10

LEANN H KILTS, WEBER CTY. RECORDER
09-DEC-22 1035 AM FEE \$.00 DC
REC FOR: PLEASANT VIEW CITY

SINGLE-PARCEL DRAINAGE AGREEMENT
Between
UTAH DEPARTMENT OF TRANSPORTATION
And
Brent K Bailey



W3266400

Parcel #

County Tax ID No. 170600049; 1706306

This Single-Parcel Drainage Agreement ("Agreement"), by and between **Utah Department of Transportation** ("Department") and **Brent K Bailey** ("Permittee") describes the terms and conditions of offsite drainage connections in the Department Right of Way.

RECITALS

WHEREAS, the Permittee owns the property described in Exhibits; and

WHEREAS, the Permittee, 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 Permittee shall be responsible to comply with the required stormwater permits, applicable laws and regulations.

AGREEMENT

The Parties agree to the following:

(1) DRAINAGE CONNECTION IMPACT

- a) The Department may perform inspection of Permittee's drainage facility 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. The Permittee is responsible for the Department's inspection costs.
- b) Permittee shall comply with applicable stormwater permits, laws, regulations, and rules.
- c) The Permittee is responsible for repairing and restoring any portion of the Department Right of Way and drainage features 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. A bonded contractor must apply for the required permit to install drainage facilities in the Department Right of Way prior to the commencement of any such work.
- d) The Permittee must not increase the stormwater discharge into the Department's drainage facilities without the written permission of the Department.
- e) The Permittee is responsible for all liability resulting from the discharge of pollutants into the Department's drainage facility from its property or drainage facility, including the failure to comply with applicable stormwater permits, laws, regulations and rules.



- f) The Permittee accepts all risks associated with the connection to the Department's drainage facility.

(2) LONG TERM OPERATION AND MAINTENANCE

- a) The Permittee's drainage facilities shall be maintained and operational to prevent or reduce the discharge of pollutants.
- b) The Department may notify the Permittee of any maintenance requirements if the Permittee fails to maintain the drainage facilities. The Department reserves the right, without relieving the Permittee of its obligations, to reconstruct or make repairs to the drainage connection as necessary. The Permittee must reimburse the Department for its cost if the Permittee fails to comply with the Department's written notification.
- c) The Permittee'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 Permittee responsible for the cost to reconnect to the Department's drainage facilities. The Department is not responsible for any costs the Permittee incurs due to the drainage facilities being reconstructed or modified.

(4) LIABILITY

- a) Pursuant to R930-7-6(2)(b), the Permittee is required to guarantee satisfactory performance under this Permit.
- b) 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 facility, including the failure to restore the Right of Way to Department standards.
- c) The Permittee will be liable for all costs the Department incurs under this agreement.
- d) The Permittee waives any claims against the Department for damages resulting from any back-up or flow into the Permittee's drainage facilities or property.
- e) The Permittee will indemnify, defend, and hold harmless the Department, its employees, and the State of Utah for any and all damages, accidents, causalities, occurrences, or claims which might arise or be asserted against the Department from failure of the Permittee to comply with its obligations under this agreement relating to the drainage connection.

(5) 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 Permittee.

- b) The Department will notify the Permittee in writing prior to any removal, 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 removal of any drainage connections subject to this Agreement if the violations are not corrected.

(6) 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 Exhibit A until the drainage connection is removed from the Department 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.
- 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: Bailey V Properties

Signature: [Handwritten Signature]

Title: Owner

Printed Name: Brent Bailey

Date: 9/21/22

ACKNOWLEDGMENT

County of Weber

On this 21 day of September, in the year 20 22, before me,

Suzanne Poole a notary public, personally appeared

Brent Bailey, 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.

[Handwritten Signature: Suzanne Poole]





Send a recorded copy of this agreement to the UDOT Region Storm Water Coordinator.

Utah Department of Transportation Permits Department

Title: Region Permit Officer

Signature: [Handwritten Signature]

Date: Oct 3, 2022

Print Name: Rodger Jay Genereux

ACKNOWLEDGMENT

County of Weber

On this 3 day of October, in the year 2022, before me,

Rodger J Genereux a notary public, personally appeared Cheryl S marz, 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.

Cheryl S marz



Title: Region Director

Signature: [Handwritten Signature]

Date: 10-5-2022

Print Name: Rob Wight

ACKNOWLEDGMENT

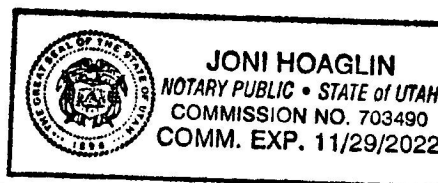
County of Weber

On this 5th day of October, in the year 2022, before me,

Robert Wight a notary public, personally appeared Joni Hoaglin, 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.

[Handwritten Signature]
[Handwritten Signature]
CONTRACT ADMINISTRATOR
COMPTROLLER'S OFFICE



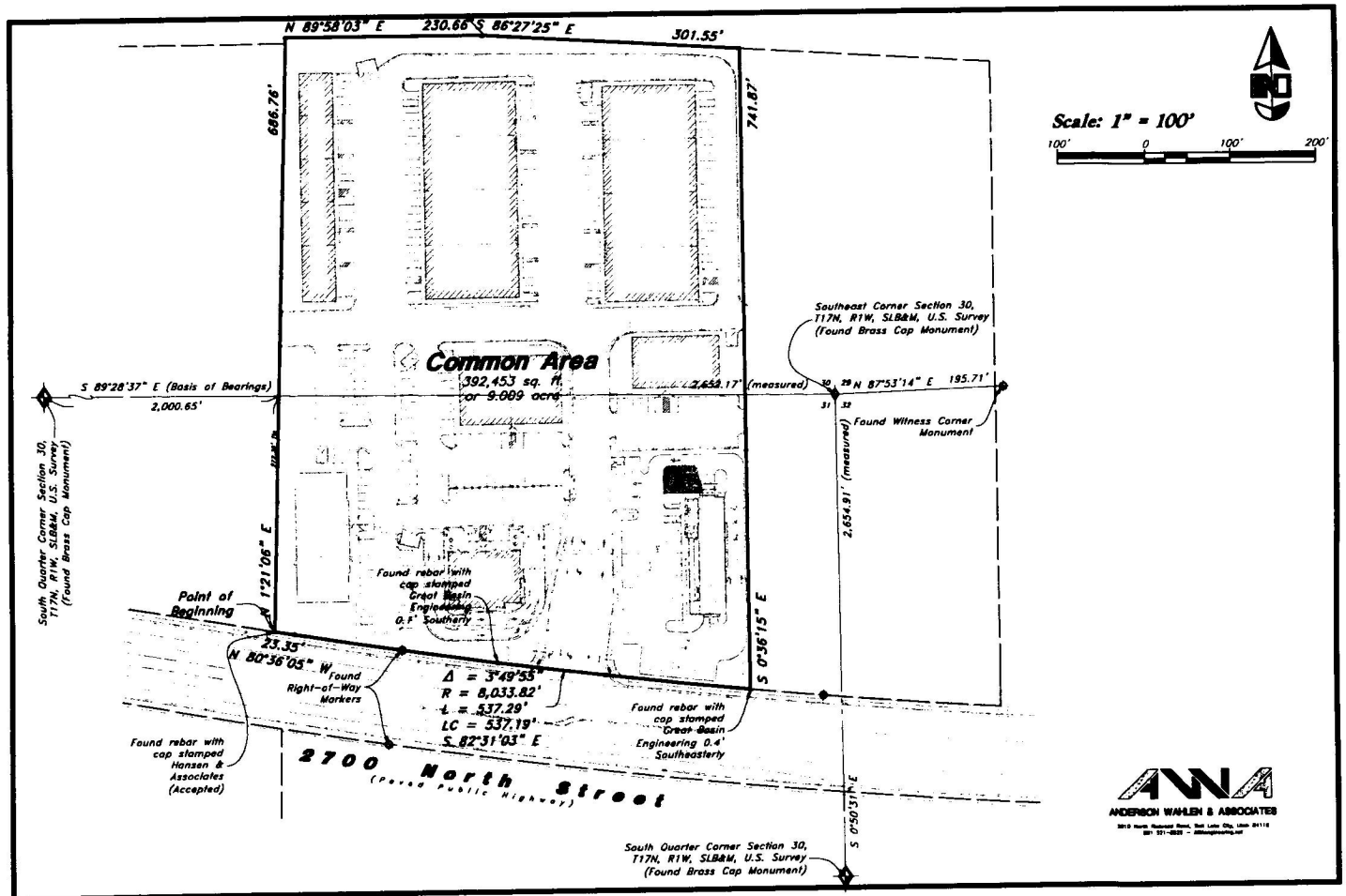
**Bailey 2700 North PUD
Subdivision Boundary**

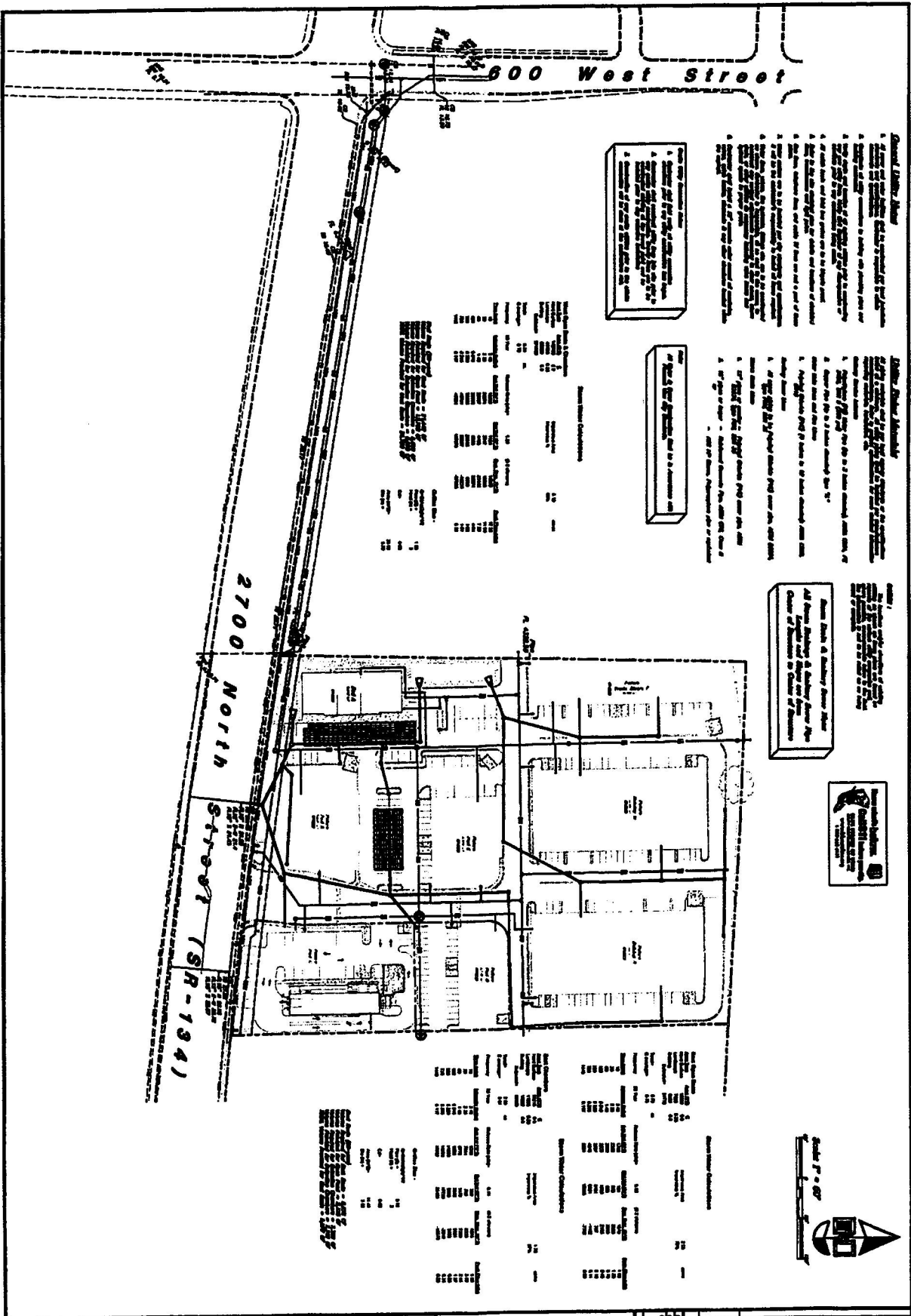
26 September, 2022

A part of the Northeast Quarter of Section 31 and the Southeast Quarter of Section 30, Township 7 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey, in Pleasant View, Weber County, Utah:

Beginning at a point on the Northerly Right-of-Way line of 2700 North Street as it exists at 55.00 foot half-width, located 2000.65 feet South 89°28'37" East along the Section line to a line described by Boundary Line Agreements recorded as Entry No.'s 2793783 and 2793784 in the Official Records of the Weber County Recorder; and 272.38 feet South 1°21'06" West along said Agreement line from a Brass Cap Monument found marking the South Quarter Corner of said Section 30; and running thence North 1°21'06" East 686.76 feet to and along said Agreement line to a line described in a Future Boundary Line Agreement; thence North 89°58'03" East 230.66 feet along said Agreement line to a line described in a Boundary Line Agreement recorded as Entry No. 3023145 in the Official Records of the Weber County Recorder; thence South 86°27'25" East 301.55 feet along said Agreement line; thence South 0°36'15" East 741.87 feet to said Northerly Right-of-Way line of 2700 North Street; thence along said Northerly line the following two courses: Northwesterly along the arc of a 8033.82 foot radius curve to the right a distance of 537.29 feet (Center bears North 5°34'00" East, Central Angle equals 3°49'55" and Long Chord bears North 82°31'03" West 537.19 feet) to a point of tangency; and North 80°36'05" West 23.35 feet to said Agreement line and the point of beginning.

**Contains 392,453 sq. ft.
Or 9.009 acres
1 Lot
23 Units
& Common Area**





General Notes:

1. All utility lines shown on this plan are assumed to be in place and are shown for informational purposes only.
2. The location of utility lines is based on existing records and field verification.
3. The utility lines shown on this plan are not to be used for any other purpose than that for which they were installed.
4. The utility lines shown on this plan are not to be used for any other purpose than that for which they were installed.
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Notes:

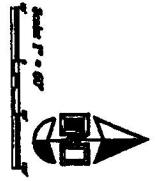
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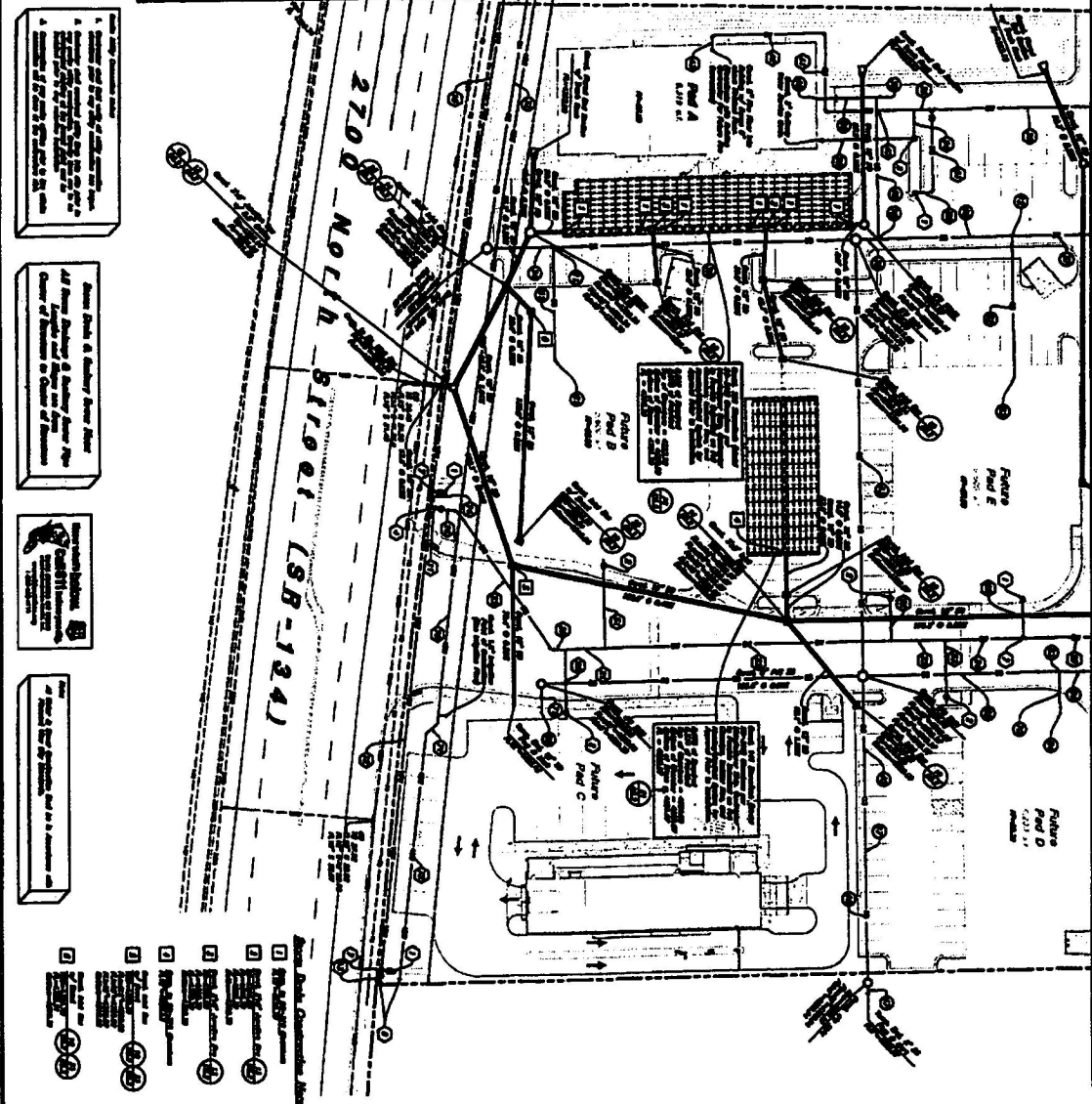
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	Overall Utility Plan 2700 North Property Approx. 500 West 2700 North Provo, UT, Utah	 ANDERSON WAHLEN & ASSOCIATES 2000 South Redwood Road, Salt Lake City, Utah 84119 (801) 521-0200 - anderswahlen.com
	CSO 20 May 2022	



1. Existing and Proposed Building Footprints
 2. Existing and Proposed Parking Areas
 3. Existing and Proposed Streets
 4. Existing and Proposed Utilities

Notes: Check of Building Show Sheet
 All Notes, Drawings & Building Show Sheet
 Date of Revision & Name of Revision

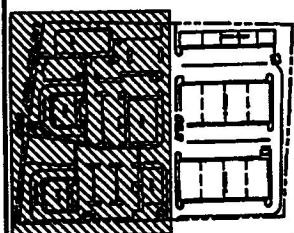


Scale: 1/4" = 1'-0"

- 1. Lot 1: 10,000 sq. ft. (250' x 40')
- 2. Lot 2: 10,000 sq. ft. (250' x 40')
- 3. Lot 3: 10,000 sq. ft. (250' x 40')
- 4. Lot 4: 10,000 sq. ft. (250' x 40')
- 5. Lot 5: 10,000 sq. ft. (250' x 40')
- 6. Lot 6: 10,000 sq. ft. (250' x 40')
- 7. Lot 7: 10,000 sq. ft. (250' x 40')
- 8. Lot 8: 10,000 sq. ft. (250' x 40')
- 9. Lot 9: 10,000 sq. ft. (250' x 40')
- 10. Lot 10: 10,000 sq. ft. (250' x 40')
- 11. Lot 11: 10,000 sq. ft. (250' x 40')
- 12. Lot 12: 10,000 sq. ft. (250' x 40')
- 13. Lot 13: 10,000 sq. ft. (250' x 40')
- 14. Lot 14: 10,000 sq. ft. (250' x 40')
- 15. Lot 15: 10,000 sq. ft. (250' x 40')
- 16. Lot 16: 10,000 sq. ft. (250' x 40')
- 17. Lot 17: 10,000 sq. ft. (250' x 40')
- 18. Lot 18: 10,000 sq. ft. (250' x 40')
- 19. Lot 19: 10,000 sq. ft. (250' x 40')
- 20. Lot 20: 10,000 sq. ft. (250' x 40')

Notes:

1. All dimensions are in feet and inches.
2. All areas are in square feet.
3. All bearings are in degrees, minutes and seconds.
4. All distances are in feet and inches.
5. All curves are in feet and inches.
6. All angles are in degrees, minutes and seconds.
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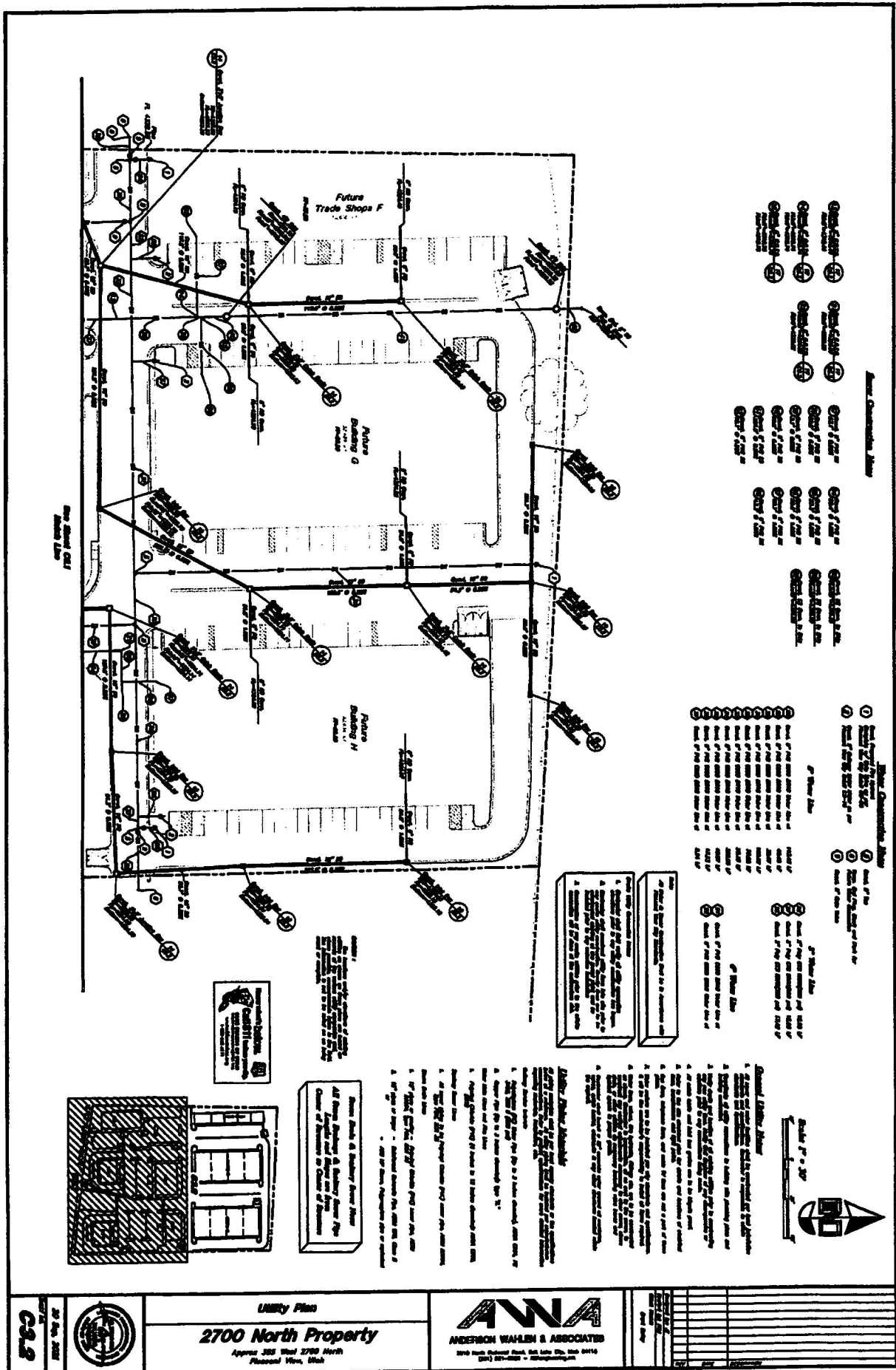


Scale: 1/4" = 1'-0"

Utility Plan
2700 North Property
 Approx 265 West 2700 North
 Pleasant Hill, Minn.



NO.	DESCRIPTION	DATE
1	Issue for Record	10/1/2011
2	Issue for Construction	10/1/2011
3	Issue for Final	10/1/2011

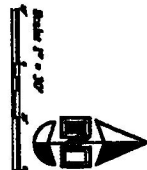


- Legend**
- ① 10' x 10' x 10' - 10' x 10' x 10'
 - ② 10' x 10' x 10' - 10' x 10' x 10'
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- Notes**
1. See Note 1 of the General Notes for details of the floor finish.
 2. See Note 2 of the General Notes for details of the wall finish.
 3. See Note 3 of the General Notes for details of the ceiling finish.
 4. See Note 4 of the General Notes for details of the door and window hardware.
 5. See Note 5 of the General Notes for details of the electrical and mechanical systems.
 6. See Note 6 of the General Notes for details of the plumbing and sanitary systems.
 7. See Note 7 of the General Notes for details of the fire and life safety systems.
 8. See Note 8 of the General Notes for details of the accessibility requirements.
 9. See Note 9 of the General Notes for details of the site and foundation conditions.
 10. See Note 10 of the General Notes for details of the construction methods.

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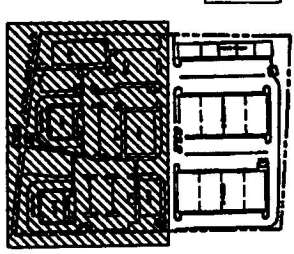
General Notes

1. The owner is responsible for obtaining all necessary permits and approvals from the local authorities.
2. The contractor shall be responsible for coordinating all trades and subcontractors.
3. The contractor shall maintain accurate records of all construction activities.
4. The contractor shall ensure that all work is completed in accordance with the approved plans and specifications.
5. The contractor shall be responsible for the safety of all workers and the public.
6. The contractor shall ensure that all materials and workmanship meet the required quality standards.
7. The contractor shall be responsible for the protection of existing structures and utilities.
8. The contractor shall ensure that all construction activities are completed within the specified time frame.
9. The contractor shall be responsible for the cleanup and removal of all construction debris.
10. The contractor shall ensure that all construction activities are completed in accordance with the applicable building codes and regulations.



Notes

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	Unity Plan 2700 North Property Approx 355 West 2700 North Pleasant View, Utah	AWA ANDERSON WAHLEN & ASSOCIATES 2010 South Redwood Street, Salt Lake City, Utah 84114 (801) 487-4422 • info@awahlen.com	Date: _____ Scale: 1/8" = 1'-0" Project No.: _____ Drawing No.: _____