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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
5/23/2023 10:28 AM
FEE 0.00 Pgs: 9
DEP IC REC'D FOR SYRACUSE
LAND HOLDINGS LLC

Office of the Davis County Recorder



Davis
COUNTY

Submittal to Title

Recorder
Richard T. Maughan
Chief Deputy
Laile H. Lomax

THE UNDERLYING DOCUMENT ATTACHED HERETO IS AN ORIGINAL DOCUMENT SUBMITTED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH. THE DOCUMENT HAS INSUFFICIENT MARGIN SPACE FOR THE REQUIRED RECORDING ENDORSMENT STAMP. THIS PAGE BECOMES THE FRONT PAGE OF THE DOCUMENT FOR RECORDING PURPOSES.

THE DOCUMENT HEREIN RECORDED IS A Agreement
(Document Type)

12-025-0031, 0032, 0033, 0034
Tax Serial Number(s)

Contract # **239232** Tracking # **43181**

SINGLE-PARCEL DRAINAGE AGREEMENT
Between
UTAH DEPARTMENT OF TRANSPORTATION
And
Syracuse Land Holdings, LLC

County Tax ID No. 920441013

This Single-Parcel Drainage Agreement ("Agreement"), by and between Utah Department of Transportation ("Department") and Syracuse Land Holdings, LLC ("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, casualties, 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: Syracuse Land Holdings, LLC

Signature: [Handwritten Signature]

Printed Name: Jeffrey S. Nielson

Title: Manager

Date: 02/10/2023

ACKNOWLEDGMENT

County of Salt Lake

On this 13 day of February, in the year 2023, before me,

Lauren Ashley a notary public, personally appeared

Jeffrey S. Nielson, 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.

Lauren Ashley



Exhibits

Overall Legal Description

A part of the Southwest Quarter of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, located in Syracuse City, Davis County, Utah, being more particularly described as follows:

Beginning at the northwesterly corner of NINIGRET NORTH III, according to the official plat thereof recorded on February 12, 2019 as Entry Number 3142943 in Book 7198 at Page 314 in the Office of the Davis County Recorder, said corner located N89°56'57"W 809.70 feet and S0°03'03"W 171.25 feet from the Center of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said Center of Section located N89°56'57"W 2,654.25 feet from the East Quarter Corner of said Section 3 (Basis of Bearing is S00°07'00"W between the East Quarter Corner and Southeast Corner of said Section 3); running thence along the westerly line of said subdivision to and along the westerly boundary line described in that certain Special Warranty Deed recorded August 24, 2012 as Entry Number 2682360 in Book 5592 at Page 893-898 in the Office of the Davis County Recorder, S00°08'15"W 1,314.96 feet to a point on the northerly boundary line described in that certain Special Warranty Deed recorded March 9, 1993 as Entry Number 1021678 in Book 1558 at Page 130 in the Office of the Davis County Recorder; thence along said northerly line to and along the northerly boundary line described in that certain Warranty Deed recorded on August 20, 2016 as Entry Number 2197408 in Book 4107 at Page 972 in the Office of the Davis County Recorder, N89°56'46"W 1,807.55 feet to a point on the easterly right-of-way line of State Route 108 known as Project No. S-0108(23)5; thence along said easterly line the following four (4) courses: (1) N00°09'22"E 943.91 feet; thence (2) S89°50'03"E 5.00 feet; thence (3) N00°09'22"E 330.97 feet; thence (4) N46°41'10"E 55.38 feet to a point on the southerly right-of-way line of State Route 193 known as Project No. S-0193(5)0; thence along said southerly line N89°59'13"E 1,761.94 feet to the point of beginning.



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: 5-15-2023

Print Name: RODGER JAY GENEREUX

ACKNOWLEDGMENT

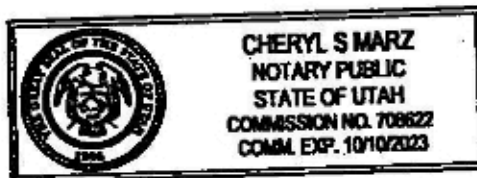
County of Weber

On this 15 day of May, in the year 2023, before me,

Cheryl S Marz a notary public, personally appeared
Rodger J Genereux, 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: 5-15-23

Print Name: Robert J. Wight

ACKNOWLEDGMENT

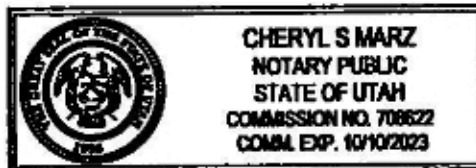
County of Weber

On this 15 day of May, in the year 2023, before me,

Cheryl S Marz a notary public, personally appeared
Robert J Wight, 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



Lisa Wight
Contract Admin

3529775
BK 8261 PG 218

Project Name: Wasatch Syracuse Multi Family
Client: Syracuse
Site Address: Syracuse
Project Location: Syracuse
Scale: 1" = 40'-0"

Project Manager: [Name]
Designer: [Name]
Checker: [Name]

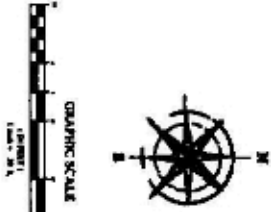
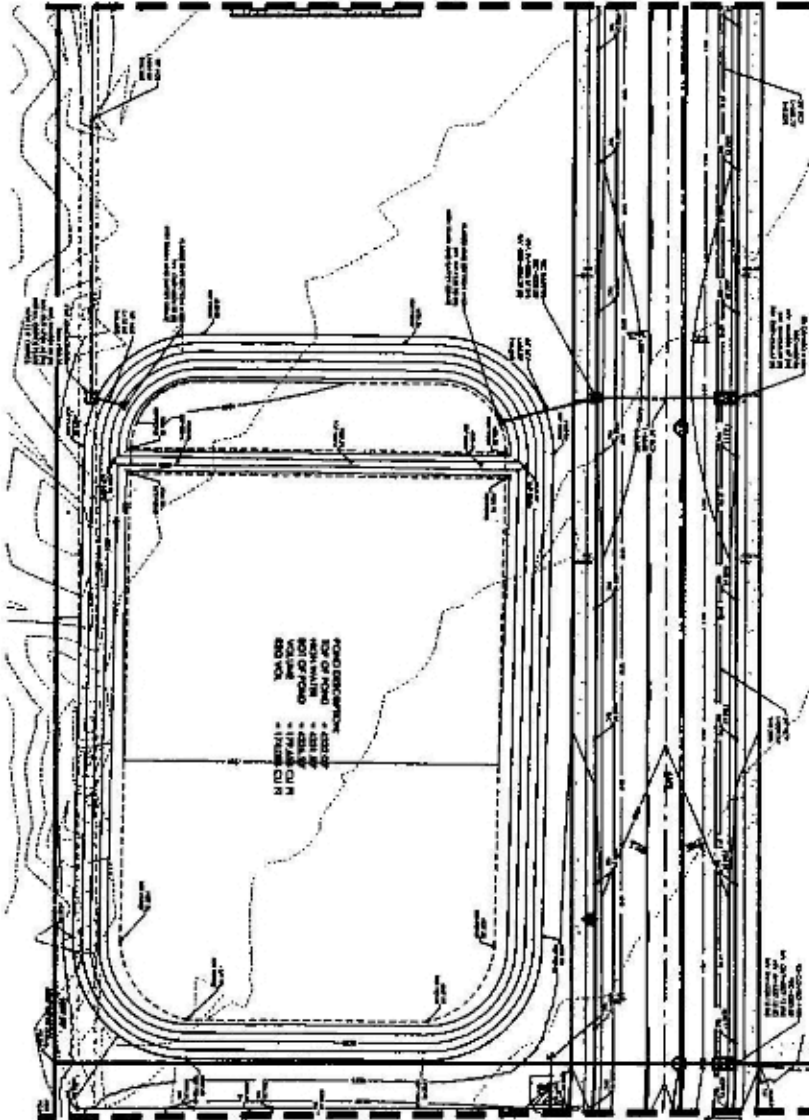
Project No.: [Number]
Sheet No.: [Number]

DATE: [Date]

FOCUS ENGINEERING AND SURVEYING, LLC
 4000 HIGHWAY 120 NORTH
 SUITE 100
 SALT LAKE CITY, UT 84119
 (801) 488-1111
 www.focus-engineering.com

Station	Type	Elevation		Grade	Remarks
		Original	Proposed		
1+00	Manhole	5275.5	5275.5	0.0%	
1+05	Manhole	5275.5	5275.5	0.0%	
1+10	Manhole	5275.5	5275.5	0.0%	
1+15	Manhole	5275.5	5275.5	0.0%	
1+20	Manhole	5275.5	5275.5	0.0%	
1+25	Manhole	5275.5	5275.5	0.0%	
1+30	Manhole	5275.5	5275.5	0.0%	
1+35	Manhole	5275.5	5275.5	0.0%	
1+40	Manhole	5275.5	5275.5	0.0%	
1+45	Manhole	5275.5	5275.5	0.0%	
1+50	Manhole	5275.5	5275.5	0.0%	
1+55	Manhole	5275.5	5275.5	0.0%	
1+60	Manhole	5275.5	5275.5	0.0%	
1+65	Manhole	5275.5	5275.5	0.0%	
1+70	Manhole	5275.5	5275.5	0.0%	
1+75	Manhole	5275.5	5275.5	0.0%	
1+80	Manhole	5275.5	5275.5	0.0%	
1+85	Manhole	5275.5	5275.5	0.0%	
1+90	Manhole	5275.5	5275.5	0.0%	
1+95	Manhole	5275.5	5275.5	0.0%	
2+00	Manhole	5275.5	5275.5	0.0%	

MATCH LINE SHEET 04-10



LEGEND

Symbol	Description
(Solid line)	Proposed Grading
(Dashed line)	Existing Grading
(Dotted line)	Proposed Drainage Line
(Long dashed line)	Existing Drainage Line
(Circle with dot)	Manhole
(Square with dot)	Storm Water Inlet
(Triangle with dot)	Valve
(Circle with cross)	Structural Foundation
(Circle with dot and cross)	Survey Point
(Circle with dot and cross)	Utility

MATCH LINE SHEET 04-7

REVISIONS

NO.	DATE	DESCRIPTION
1	12/12/11	ISSUED FOR PERMIT
2	01/18/12	REVISIONS TO PERMIT
3	03/15/12	REVISIONS TO PERMIT
4	05/15/12	REVISIONS TO PERMIT

GRADING AND DRAINAGE PLAN
PLAN
 E-49

WASATCH SYRACUSE MULTI FAMILY SYRACUSE GRADING AND DRAINAGE PLAN



FOCUS ENGINEERING AND SURVEYING, LLC
 4000 HIGHWAY 120 NORTH
 SUITE 100
 SALT LAKE CITY, UT 84119
 (801) 488-1111
 www.focus-engineering.com

Detention Pond

Project: Syracuse Multi-Family
 Location: Syracuse, Utah 3529775
 Date: 7/26/2022 BK 8261 PG 219
 Designer: Wade Edwards



100-Year Detention Sizing

Design Criteria

Intensity Table: Per NOAA Atlas 14
 Return Period: 100 year
 Allowable Discharge: 0.20 cfs/acre Per Syracuse City Standards

Allowable Discharges

Storm Drain Discharge: 10.89 cfs
 Other Discharge: 0.00 cfs Source:
 Total Discharge: 10.887 cfs

Weighted "C" Value

Surface Type	Area (sf)	"C" Value	C*A
Building	541,952	0.90	487,757
Drives	47,386	0.90	42,647
Roadway and Sidewalk	858,702	0.90	772,832
Landscape	923,078	0.15	138,462
Totals	2,371,120		1,441,698
Weighted "C" Value		0.61	

Drainage Calculations

Duration	Intensity	Runoff C	Area	Rainfall	Accumulated	Allowable	Discharge	Required
min	in/hr		Ac	cfs	Flow	Discharge	cf	Storage
					cf	cfs		cf
15.0	4.30	0.61	54.43	142.32	126,085	10.89	9,798	118,287
30.0	2.90	0.61	54.43	95.98	172,766	10.89	19,596	153,169
60.0	1.79	0.61	54.43	59.24	213,276	10.89	39,192	174,084
120.0	1.00	0.61	54.43	33.10	238,297	10.89	78,384	159,913
180.0	0.69	0.61	54.43	22.70	245,208	10.89	117,576	127,632
360.0	0.38	0.61	54.43	12.44	268,799	10.89	235,152	33,647
720.0	0.23	0.61	54.43	7.51	324,561	10.89	470,305	-145,744
1440.0	0.13	0.61	54.43	4.17	360,305	10.89	940,609	-580,304

Maximum Storage Requirement: 174,084
 Maximum Storage Requirement (ac-ft): 4.00

Detention Basin Design

Storage Requirement: 174,084 cf

Detention Pond Volume: 179,658 cf

Total Storage 179,658 DETENTION ADEQUATE

Orifice Design

Restriction Rate 0.20 CFS/ACRE
 Allowable Outfall Rate Q (cfs) 10.89

Orifice Sizing: h = 3 ft
 C = 0.6
 A = 1.305 sf
 dia. = 15.47 inches

Orifice Size= 15.5 inch