



ENT 122253:2022 PG 1 of 9
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Dec 05 10:11 am FEE 0.00 BY HG
RECORDED FOR SARATOGA SPRINGS

When recorded, mail to:

City Recorder
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045

LONG-TERM STORMWATER MANAGEMENT AGREEMENT

This Long-Term Stormwater Management Agreement (“Agreement”) is made and entered into this 1st day of February, 2021, by and between the City of Saratoga Association (CBHOA).

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the MS4, as set forth in the City Stormwater Ordinance contained in Title 18 of the City Code and the Standard Technical Specifications and Drawings Manual, as amended (“Ordinance”), adopted pursuant to the Utah Water Quality Act, as set forth in *Utah Code Ann.* §§ 19-5-101, *et seq.*, as amended (“Act”); and

WHEREAS, the CBHOA hereby represents and acknowledges that it is responsible for the operation and maintenance of the certain real property (open space) owned by the City more particularly described in Exhibit “A,” attached hereto and incorporated herein by this reference (“Property”); and

WHEREAS, the CBHOA hereby represents and acknowledges that the real property (open space) owned by the City more particularly described in Exhibit “A,” has increased to include the area adjacent to Catalina Bay Subdivision Plat “G”, which requires that this Management Agreement replace the previous Management Agreement dated January 3, 2020; and

WHEREAS, the Property (open space) has been landscaped which did not alter existing storm and surface water conditions on the Property and no storm and surface water management facilities or improvements (“Stormwater Facilities”) were built on the Property; and

WHEREAS, the good housekeeping measures that need to be enforced by the CBHOA including the standard operation and routine maintenance procedures for the Property are more particularly shown in Exhibit "B" on file with the City Recorder ("Long Term Stormwater Management Plan"); and

WHEREAS, a condition of Development Plan approval, and as required as part of the City's Small MS4 UPDES General Permit from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Long Term Stormwater Management Plan.

NOW, THEREFORE, in consideration of the benefits received and to be received by the CBHOA, its successors and assigns, as a result of the City's approval of the Long Term Stormwater Management Plan, and the mutual covenants contained herein, the parties agree as follows:

Section 1

Construction of Stormwater Facilities. There are not any Stormwater Facilities in the Property (open space).

Section 2

Maintenance of the Open Space Property. The CBHOA shall, at its sole cost and expense, adequately maintain the Property and implement good housekeeping measures to prevent any adverse runoff into the City's Stormwater Facilities.

Section 3

Annual Maintenance Report of Stormwater Facilities. The CBHOA shall, at its sole cost and expense, maintain records of the operation and maintenance activities on the Property pursuant to the Long-Term Stormwater Management Plan and will mail this report to the City by June 30th of each year and shall be on forms acceptable to the City, which acceptance shall be in writing from the City.

Section 4

City Oversight Inspection Authority. The CBHOA hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Property upon reasonable notice not less than two (2) business days to the CBHOA, except in the case of an emergency, in which case an inspection may be performed with or without notice. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Property is being adequately maintained, is continuing to perform in an adequate manner, and is in compliance with the Act, the Ordinance, and the Stormwater Facilities Maintenance Plan.

Section 5

Notice of Deficiencies. If the City finds that the Property contains any defects or is not being maintained adequately, the City shall send the CBHOA written notice of the

defects or deficiencies and provide the CBHOA with a reasonable time, but not less than thirty (30) days, to cure such defects or deficiencies. Such notice shall be confirmed delivery to the CBHOA or sent certified mail to the CBHO.

Section 6

CBHOA to Maintain, Repair, and Replace. The CBHOA shall, at its sole cost and expense, maintain, repair, replace, change or modify the Property as may be determined as reasonably necessary by the City in writing within the required cure period to ensure that the open space Property is adequately maintained, repaired, and replaced, and continue to operate as designed and approved in writing.

Section 7

City's Corrective Action Authority. In the event the CBHOA fails to adequately maintain, repair, or replace the trail and landscaping, so that the Property continues in good working condition acceptable to the City, then the City may issue a Citation punishable as a Misdemeanor or administrative violation per City ordinances, in addition to any State or EPA fine.

Section 8

Reimbursement of Costs. In the event the City, pursuant to this Agreement, incurs any costs or expenses relating to enforcement of this Agreement, the CBHOA shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all costs incurred by the City. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

Section 9

Successor and Assigns. Although the City is the owner of this Property, this Agreement shall be recorded in the County Recorder's Office and the covenants and agreements contained herein shall apply to, bind and be obligatory upon the CBHOA, its successors and assigns.

Section 10

Severability Clause. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors and assigns, is held invalid, the remainder of this Covenant shall not be affected thereby.

Section 11

Utah Law and Venue. This Agreement shall be interpreted under the laws of the State of Utah. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Utah County, Utah.

Section 12

Indemnification. This Agreement imposes no liability of any kind whatsoever on the City, and the CBHOA agrees to hold the City harmless from any liability regarding its operation and maintenance of the open space Property.

Section 13

Amendments. This Agreement shall not be modified except by written instrument executed by the City and the CBHOA at the time of modification, and no modification shall be effective until recorded in the Utah County Recorder's Office.

Section 14

Subordination Requirement. If there is a lien, trust deed or other property interest recorded against the Property, the trustee, lien holder, etc., shall be required to execute a subordination agreement or other acceptable recorded document agreeing to subordinate their interest to the Agreement.

Section 15

Exhibit B. The Long-Term Stormwater Management Plan (LTSWMP) must adapt to change in good judgment when site conditions and operations change and when existing programs are ineffective. Exhibit B will not be filed with the agreement at County Recorder but is included by reference and kept on file with the City Recorder. Revision applications must be filed with the City Recorder and amended into the LTSWMP on file with the City Recorder.

Section 16

Incorporation of Recitals. The Recitals set forth in the introductory paragraphs are hereby incorporated by this reference and are made a part of this Agreement.

LONG-TERM STORMWATER MANAGEMENT PLAN AGREEMENT

SO AGREED this 1st day of February 2021.

CATALINA BAY HOME OWNERS ASSOCIATION

By: [Signature] Title: HOA President

By: _____ Title: _____

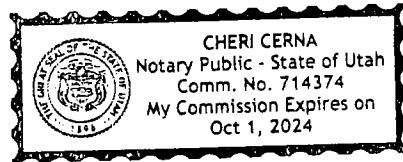
STATE OF UTAH)

:ss.

COUNTY OF Salt Lake)

The above instrument was acknowledged before me by Taylor McKay, this 18 day of November, 2022.

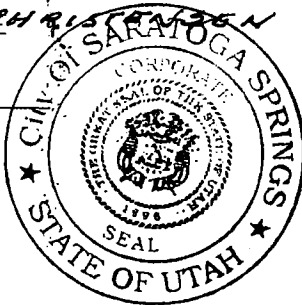
[Signature]
Notary Public
Residing in: West Jordan
My commission expires: Oct-1, 2024



SARATOGA SPRINGS CITY

By: [Signature] Date: 11-21-22
City Manager MARK J. CHRISTENSEN

Attest: [Signature]
City Recorder



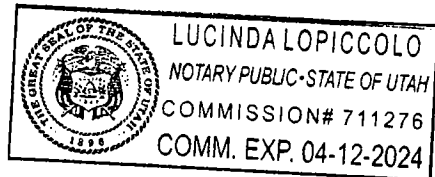
STATE OF UTAH)

:ss.

COUNTY OF Utah)

The above instrument was acknowledged before me by MARK J. CHRISTENSEN, this 31 day of November, 2022.

[Signature]
Notary Public
Residing in: Utah County
My commission expires: 04-12-2024
Attachments: _____



LTSWMP _____

Exhibit A: Catalina Bay Subdivision Open Space Plat "D" Entry 97717:2019 (16730), and Catalina Bay Subdivision Open Space Plat "E" Entry 137882:2020 (17265)

Exhibit B: Long-Term Stormwater Management Plan; Filed on _____ with the City Recorder

EXHIBIT A

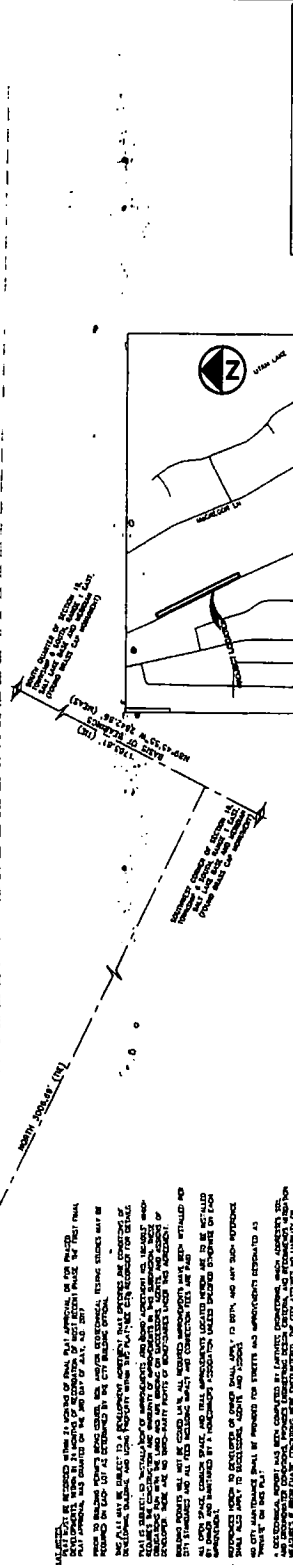
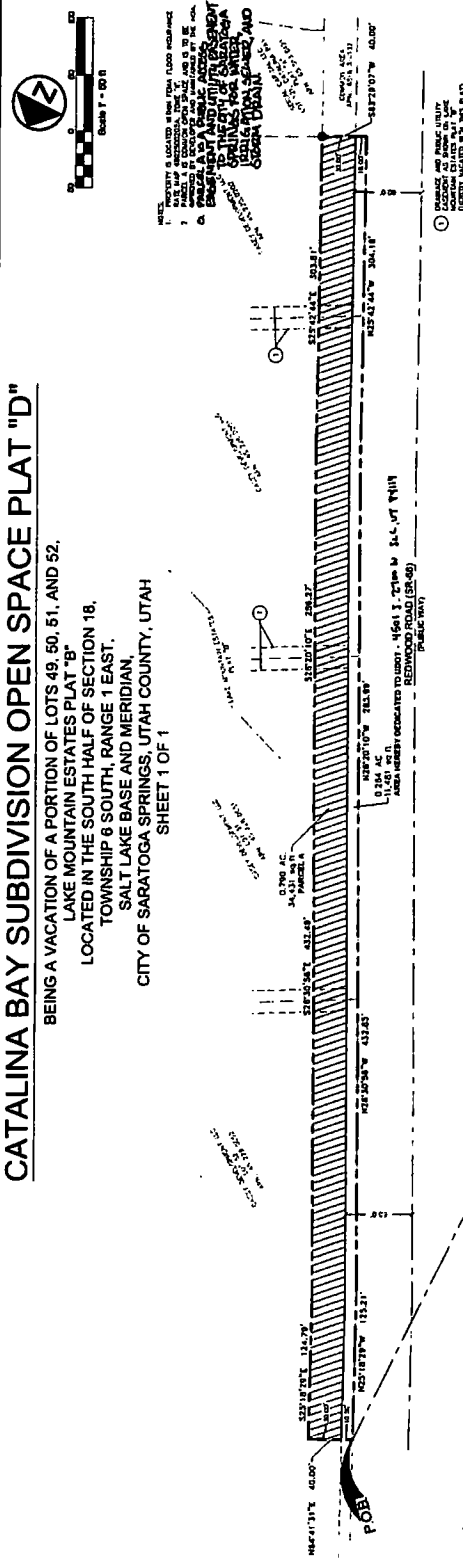
All 29 lots in Catalina Bay Plat F and Catalina Bay Plat G are located in the West half of Section 18, Township 6 South, Range 1 East, Salt Lake Base and Meridian, in the City of Saratoga Springs, Utah County, Utah, and immediately west and adjacent to Catalina Bay Plats F and G are the recorded Catalina Bay Open Space Plats D and E (see attached drawings).

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DATE: 07-11-2022
 TIME: 11:41 AM
 100-01-21-11-202

CATALINA BAY SUBDIVISION OPEN SPACE PLAT "D"

BEING A VACATION OF A PORTION OF LOTS 49, 50, 51, AND 52,
 LAKE MOUNTAIN ESTATES PLAT "B"
 LOCATED IN THE SOUTH HALF OF SECTION 18,
 TOWNSHIP 6 SOUTH, RANGE 1 EAST,
 SALT LAKE BASE AND MERIDIAN,
 CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH
 SHEET 1 OF 1



SURVEYOR'S CERTIFICATE
 I, the undersigned, being a duly licensed and sworn Surveyor of the State of Utah, do hereby certify that the foregoing plat is a true and correct copy of the original plat as recorded in the Office of the County Clerk of Utah County, Utah, and that the same has been duly filed for record in the Office of the County Clerk of Utah County, Utah, and that the same is a true and correct copy of the original plat as recorded in the Office of the County Clerk of Utah County, Utah, and that the same is a true and correct copy of the original plat as recorded in the Office of the County Clerk of Utah County, Utah.

BOUNDARY DESCRIPTION
 A TRACT OF LAND, more or less, situated in the South Half of Section 18, Township 6 South, Range 1 East, Salt Lake Base and Meridian, City of Saratoga Springs, Utah County, Utah, containing approximately 0.234 AC, more or less, and bounded as follows: On the North by the Eastern Boundary of the City of Saratoga Springs, Utah County, Utah, a distance of 437.23 feet; On the South by the Eastern Boundary of the City of Saratoga Springs, Utah County, Utah, a distance of 437.23 feet; On the East by the Eastern Boundary of the City of Saratoga Springs, Utah County, Utah, a distance of 437.23 feet; On the West by the Eastern Boundary of the City of Saratoga Springs, Utah County, Utah, a distance of 437.23 feet.

OWNERS DEDICATION
 WHEREAS, the undersigned, the owners of the above described tract of land, do hereby dedicate the same to the City of Saratoga Springs, Utah County, Utah, for the use and benefit of the public, and do hereby certify that the same is a true and correct copy of the original plat as recorded in the Office of the County Clerk of Utah County, Utah, and that the same is a true and correct copy of the original plat as recorded in the Office of the County Clerk of Utah County, Utah.

OWNERS ACKNOWLEDGEMENT
 I, the undersigned, being the owner of the above described tract of land, do hereby acknowledge the foregoing plat as a true and correct copy of the original plat as recorded in the Office of the County Clerk of Utah County, Utah, and that the same is a true and correct copy of the original plat as recorded in the Office of the County Clerk of Utah County, Utah.

APPROVAL BY LEGISLATIVE BODY
 The City Council of the City of Saratoga Springs, Utah County, Utah, do hereby approve the foregoing plat as a true and correct copy of the original plat as recorded in the Office of the County Clerk of Utah County, Utah, and that the same is a true and correct copy of the original plat as recorded in the Office of the County Clerk of Utah County, Utah.

CATALINA BAY SUBDIVISION OPEN SPACE PLAT "D"
 LOCATED IN THE SOUTH HALF OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

PLANNING DIRECTOR
 APPROVED BY THE CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH.

CITY ENGINEER
 APPROVED BY THE CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH.

PUBLIC WORKS DIRECTOR
 APPROVED BY THE CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH.

COMCAST CABLE TELEVISION
 APPROVED BY THE CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH.

DOMINION ENERGY
 APPROVED BY THE CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH.

QUESTER CORPORATION
 APPROVED BY THE CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH.

ROCKY MOUNTAIN POWER
 APPROVED BY THE CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH.

WILDING ENGINEERING
 ENGINEERING AND SURVEYING
 16730
 APPROVED BY THE CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH.

PLANNING AUTHORITY
 APPROVED BY THE CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH.

FIRE CHIEF
 APPROVED BY THE CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH.

PUBLIC WORKS DIRECTOR
 APPROVED BY THE CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH.

COMCAST CABLE TELEVISION
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QUESTER CORPORATION
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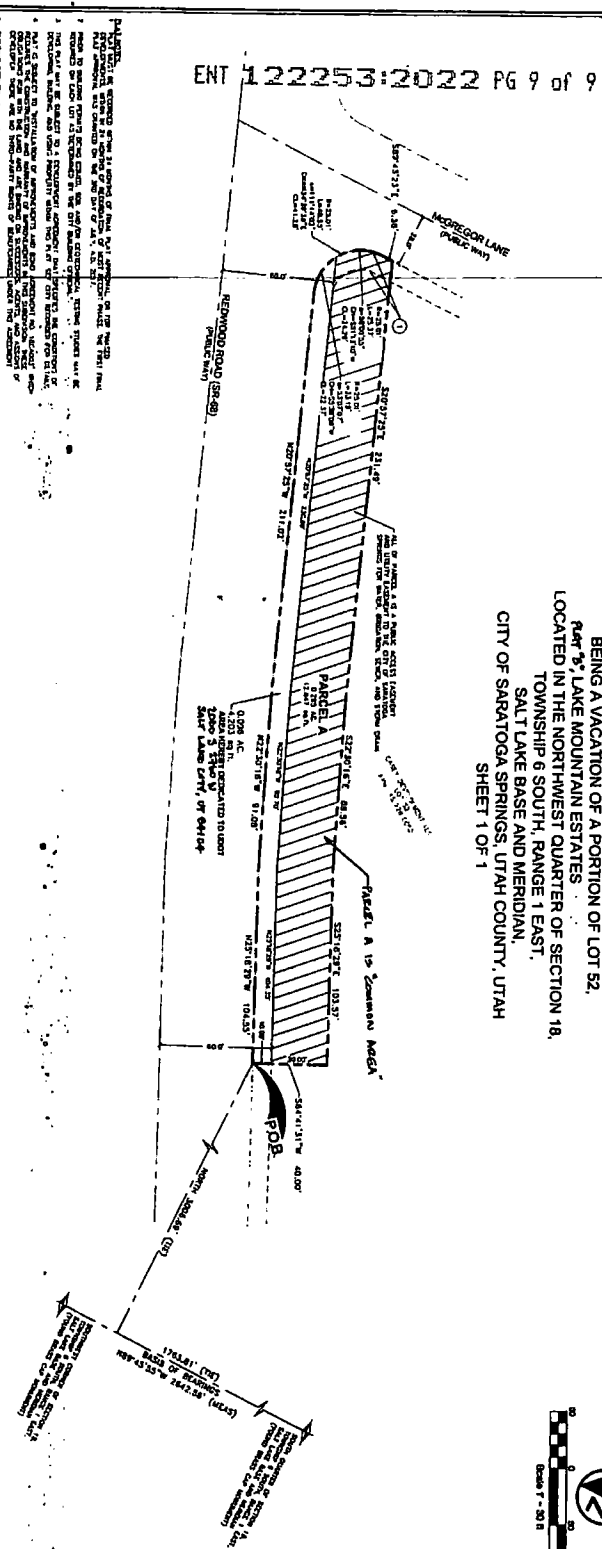
QUESTER CORPORATION
 APPROVED BY THE CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH.

ROCKY MOUNTAIN POWER
 APPROVED BY THE CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH.

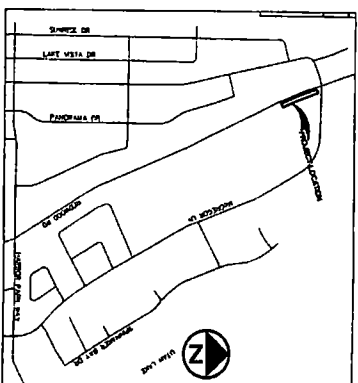
WILDING ENGINEERING
 ENGINEERING AND SURVEYING
 16730
 APPROVED BY THE CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH.

CATALINA BAY SUBDIVISION OPEN SPACE PLAT "E"

BEING A VACATION OF A PORTION OF LOT 52,
 RAY "A" LAKE MOUNTAIN ESTATES
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 18,
 TOWNSHIP 6 SOUTH, RANGE 1 EAST,
 SALT LAKE BASE AND MERIDIAN,
 CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH
 SHEET 1 OF 1



1. THIS PLAT IS PREPARED BY THE ENGINEER AND HIS ASSISTANTS, AND THE ENGINEER HAS NOT CONDUCTED A SURVEY OF THE LAND SHOWN ON THIS PLAT.
2. THE ENGINEER HAS NOT CONDUCTED A SURVEY OF THE LAND SHOWN ON THIS PLAT.
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10. THE ENGINEER HAS NOT CONDUCTED A SURVEY OF THE LAND SHOWN ON THIS PLAT.



17265

WILDING ENGINEERING

7.193

LEHI CITY POST OFFICE

LEGEND

- BOUNDARY LINE
- EASEMENT
- TRAIL
- ROAD
- FENCE
- UTILITY LINE
- LOT LINE

ROCKY MOUNTAIN POWER
 APPROVED BY THE BOARD OF DIRECTORS
 DATE: 02/15/2022

DOMINION ENERGY
 APPROVED BY THE BOARD OF DIRECTORS
 DATE: 02/15/2022

PUBLIC WORKS DIRECTOR
 APPROVED BY THE BOARD OF DIRECTORS
 DATE: 02/15/2022

COMMCAST TELEVISION
 APPROVED BY THE BOARD OF DIRECTORS
 DATE: 02/15/2022

PLANNING DIRECTOR
 APPROVED BY THE BOARD OF DIRECTORS
 DATE: 02/15/2022

LAND USE AUTHORITY
 APPROVED BY THE BOARD OF DIRECTORS
 DATE: 02/15/2022

SARATOGA SPRINGS ATTORNEY
 APPROVED BY THE BOARD OF DIRECTORS
 DATE: 02/15/2022

LEHI CITY POST OFFICE
 APPROVED BY THE BOARD OF DIRECTORS
 DATE: 02/15/2022

OWNER'S ACKNOWLEDGEMENT

I, the undersigned, do hereby acknowledge that I am the owner of the land shown on this plat, and that I have read and understand the contents of this plat, and that I have authorized the preparation of this plat, and that I have authorized the recording of this plat.

BOUNDARY DESCRIPTION

The boundary description of the land shown on this plat is as follows: [Detailed description of the boundary, including bearings and distances.]

APPROVAL BY LEGISLATIVE BODY

The City of Saratoga Springs, Utah, hereby approves this plat, and authorizes the recording of this plat.

LEGALS

U.S. DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT
 SALT LAKE CITY, UTAH