

When recorded, mail to:

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



ENT 195844:2020 PG 1 of 16
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Dec 09 10:22 am FEE 372.00 BY MA
RECORDED FOR SARATOGA SPRINGS CITY

Affects Parcel No(s):

- 65:282:0026
- 65:357:0107
- 65:283:0166
- 65:325:0153
- 65:338:0149
- 65:336:0030
- 65:324:0133
- 65:364:0035
- 65:372:0058
- 65:377:0086
- 65:391:0187

LONG-TERM STORMWATER MANAGEMENT AGREEMENT

This Long-Term Stormwater Management Agreement ("Agreement") is made and entered into this 15th day of June, 2020, by and between Saratoga Springs City, a Utah municipal corporation ("City"), and The Cove at Jordan River HOA, a Non-Profit Association ("Owner").

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 Saratoga Springs City Stormwater Ordinance, 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 Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, the Owner desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner is required to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Stormwater Facilities"); and

WHEREAS, the Stormwater Facilities are more particularly described and shown in the final site plan or subdivision approved for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with the City and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, summary description of all Stormwater Facilities, details and all appurtenance draining to and affecting the Stormwater Facilities and establishing the standard operation and routine maintenance procedures for the Stormwater Facilities, and control measures installed on the Property, ("Long Term Stormwater Management Plan") more particularly shown in Exhibit "B" on file with the City Recorder 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 and,

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, 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. The Owner shall, at its sole cost and expense, construct the Stormwater Facilities in accordance with the Development Plans and specifications, and any amendments thereto which have been approved by the City.

Section 2

Maintenance of Stormwater Facilities. The Owner shall, at its sole cost and expense, adequately maintain the Stormwater Facilities. Owner's maintenance obligations shall include all system and appurtenance built to convey stormwater, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Stormwater Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Stormwater Facilities in good working condition.

Section 3

Annual Maintenance Report of Stormwater Facilities. The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to the MS4 annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Stormwater Facilities. The annual inspection

shall cover all aspects of the Stormwater Facilities, including, but not limited to, the parking lots, structural improvements, berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by June 30th of each year and shall be on forms acceptable to the City.

Section 4

City Oversight Inspection Authority. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities upon reasonable notice not less than three business days to the Owner. 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 Stormwater Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Stormwater Facilities Maintenance Plan.

Section 5

Notice of Deficiencies. If the City finds that the Stormwater Facilities contain any defects or are not being maintained adequately, the City shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time, but not less than sixty (60) days, to cure such defects or deficiencies. Such notice shall be confirmed delivery to the Owner or sent certified mail to the Owner at the address listed on the County Tax Assessor.

Section 6

Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Stormwater Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Stormwater Facilities are adequately maintained and continue to operate as designed and approved.

Section 7

City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided in Section 5 and failure to cure, then, upon Owner's failure to cure or correct within thirty days following a second notice delivered to Owner, the City may issue a Citation punishable as a Misdemeanor in addition to any State or EPA fine. The City may also give written notice that the facility storm drain connection will be disconnected. Any damage resulting from the disconnection is subject to the foregoing cure periods. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The actions described in this Section are in addition to and not in lieu of any and all equitable remedies available to the City as provided by law for Owner's failure to remedy

deficiencies or any other failure to perform under the terms and conditions of this Agreement.

Section 8

Reimbursement of Costs. In the event the City, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, use of equipment, supplies, materials, and the like related to storm drain disconnection from the City system, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual 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. This Agreement shall be recorded in the County Recorder's Office and the covenants and agreements contained herein shall run with the land and whenever the Property shall be held, sold, conveyed or otherwise transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein.

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 Owner agrees to hold the City harmless from any liability in the event the Stormwater Facilities fail to operate properly. The Owner shall indemnify and hold the City harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City from failure of Owner to comply with its obligations under this agreement relating to the Stormwater Facilities.

Section 13

Amendments. This Agreement shall not be modified except by written instrument executed by the City and the Owner of the Property 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 of Saratoga Springs and amended into the LTSWMP on file with the Saratoga Springs City recorder.

LONG TERM STORMWATER MANAGEMENT PLAN AGREEMENT

SO AGREED this 15th day of June 2020.

PROPERTY OWNER

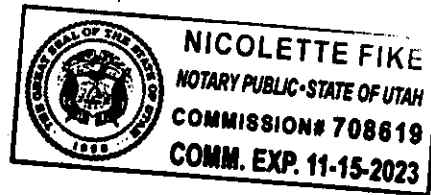
By: [Signature] Title: President

By: [Signature] Title: HOA - Manager

STATE OF UTAH)
:SS.
COUNTY OF UTAH)

The above instrument was acknowledged before me by Karren DAVIS & Jeffrey Sutton, this 15 day of June, 2020.

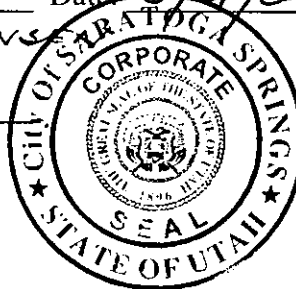
[Signature]
Notary Public
Residing in: Saratoga Spring
My commission expires: 11-15-23



SARATOGA SPRINGS CITY

By: [Signature] Date: 6/29/2020
CITY MANAGER Mayor MARK CHRISTENSEN

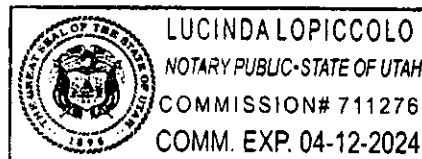
Attest: [Signature]
City Recorder



STATE OF UTAH)
:SS.
COUNTY OF UTAH)

The above instrument was acknowledged before me by MARK CHRISTENSEN this 29 day of JUNE, 2020.

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



pcmp _____

Attachments:

Exhibit A: Legal Description

Exhibit B: Long Term Stormwater Management Plan; Filed with Saratoga Springs City Recorder

EXHIBIT A

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All parcels of
The Cove at Jordan River HOA
PART THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH,
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS, UTAH COUNTY, UTAH

PARCEL NUMBER: 65:282:0026

PART THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN RUNNING THENCE NORTH 00-36'52" EAST (NORTH, BY RECORD) ALONG THE EAST RIGHT OF WAY LINE OF REDWOOD ROAD, 2625.10 FEET; THENCE EAST 65.49 FEET (94.55 BY RECORD); THENCE NORTH, 27.99 FEET; THENCE NORTH 89'50'01" EAST ALONG AN EXISTING FENCELINE, 1285.47 FEET; THENCE ALONG FENCELINE NORTH 00'09'32" EAST, 805.53 FEET (805.875, D.R.) TO AN EXISTING FENCE CORNER; THENCE EAST ALONG AN EXISTING FENCELINE, 544.28 FEET TO THE TRUE POINT OF BEGINNING.
THENCE EAST ALONG AN EXISTING FENCELINE, 683.29 FEET;
THENCE NORTH 0 1-71 'D7" WEST, 236.59 FEET TO A FOUND RIGHT-OF-WAY MARKER OF 8750 NORTH STREET; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING 2 COURSES:
1. NORTH 86'37'48" EAST, 49.64 FEET TO A FOUND RIGHT-OF-WAY MARKER AND EXISTING FENCE CORNER;
2. NORTH 17'32'06" EAST ALONG SAID FENCE, 56.72 FEET:
THENCE LEAVING THE FENCELINE AND RUNNING SOUTH 01'21'07" EAST, 293.56 FEET;
THENCE TO THE RIGHT ALONG A 114.00 FOOT RADIUS CURVE, WITH A LENGTH OF 161.25 FEET, CHORD BEARS SOUTH 39'10'10" WEST, 148.14 FEET, WITH A DELTA OF 81'02'34";
THENCE TO THE LEFT ALONG A 666.00 FOOT RADIUS CURVE, A LENGTH OF 209.89 FEET, CHORD BEARS SOUTH 70'39'45" WEST, 209.02 FEET, WITH A DELTA OF 18'03'23";
THENCE TO THE LEFT ALONG A 1166.00 FOOT RADIUS CURVE, A LENGTH OF 258.43 FEET, CHORD BEARS SOUTH 55'17'05" WEST, 257.90 FEET, WITH A DELTA OF 12'41'57";
THENCE NORTH 41'03'53" WEST, 121.73 FEET: THENCE WEST, 127.98 FEET;
THENCE NORTH 49'41'15" WEST, 23.44 FEET;
THENCE NORTH 71'49'18" WEST, 50.24 FEET;
THENCE NORTH, 38.50 FEET;
THENCE NORTH 44'25'58" EAST, 35.71 FEET;
THENCE NORTH, 146.00 FEET TO POINT OF BEGINNING.
CONTAINING 3.94 ACRES MORE OR LESS.

ALSO, AND ALONG WITH PART OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. RUNNING THENCE NORTH 00'36'52" EAST (NORTH, BY RECORD) ALONG THE EAST RIGHT-OF-WAY LINE OF REDWOOD ROAD, 2625.10 FEET; THENCE EAST 65.49 FEET (94.55 BY RECORD); THENCE NORTH 89'50'01" EAST, 1313.39 FEET; THENCE NORTH 89'16'40" EAST TO A THE WEST BANK OF THE JORDAN RIVER. 750.97 FEET: THENCE FOLLOWING THE SAID BANK IN A NORTHEASTERLY DIRECTION THE FOLLOWING 2 COURSES:

1. NORTH 52'45'07" EAST, 91.02 FEET;
2. NORTH 39'58'43" EAST, 198.88 FEET TO THE TRUE POINT OF BEGINNING.

THENCE LEAVING SAID BANK NORTH 50'01'17" WEST 65.09 FEET;

THENCE NORTH 18'10'47" EAST, 138.16 FEET;

THENCE NORTH 37'14'10" EAST, 109.59 FEET;

THENCE NORTH 59'37'35" EAST, 142.33 FEET;

THENCE SOUTH 59'58'26" EAST, 49.01 FEET TO SAID WEST BANK OF THE JORDAN RIVER;

THENCE FOLLOWING SAID BANK IN A SOUTHWESTERLY DIRECTION, THE FOLLOWING 4 COURSES:

1. SOUTH 29'20'24" WEST, 150.16 FEET;
2. SOUTH 32'59'19" WEST, 74.40 FEET;
3. SOUTH 45'09'00" WEST, 125.01 FEET;
4. SOUTH 39'58'43" WEST, 34.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.86 ACRES MORE OR LESS.

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PARCEL NUMBER: 65:357:0107

COMMON AREA, THE COVE AT JORDAN RIVER, PHASE 7 PUD AMD. AREA 0.100 AC. ALSO
COMMON AREA, THE COVE AT JORDAN RIVER, PHASE 7 PUD AMD. AREA 0.075 AC. ALSO
COMMON AREA, THE COVE AT JORDAN RIVER, PHASE 7 PUD AMD. AREA 0.147 AC. ALSO
COMMON AREA, THE COVE AT JORDAN RIVER, PHASE 7 PUD AMD. AREA 0.084 AC. TOTAL AREA
.407 AC.

PARCEL NUMBER: 65:283:0166

PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. RUNNING THENCE NORTH 00'36'52" EAST (NORTH, BY RECORD) ALONG THE EAST RIGHT-OF-WAY LINE OF REDWOOD ROAD, 2625.10 FEET; THENCE EAST 65.49 FEET (94.55 BY RECORD); THENCE NORTH 89'50'01" EAST, 1313.39 FEET; THENCE NORTH 89'16'40" EAST, 238.06 FEET TO THE TRUE POINT OF BEGINNING. THENCE NORTH 40'18'45" EAST, 70.80 FEET; THENCE NORTH 04'41'18" WEST, 21.21 FEET; THENCE NORTH 40'18'48" EAST, 56.00 FEET; THENCE NORTH 85'18'42" EAST, 21.21 FEET;

THENCE NORTH 40'18'45" EAST, 390.53 FEET;
THENCE TO THE RIGHT ALONG A 1234.00 FOOT RADIUS CURVE, WITH A LENGTH OF 185.71 FEET, CHORD BEARS NORTH 44'37'25" EAST, 185.54 FEET, WITH A DELTA OF 08'37'22";
THENCE TO THE LEFT ALONG A 1166 FOOT RADIUS CURVE, WITH A LENGTH OF 163.63 FEET, CHORD BEARS SOUTH 44'54'54" WEST, 163.50 FEET, WITH A DELTA OF 08'02'26";
THENCE SOUTH 49'50'54" EAST, 253.46 FEET;
THENCE NORTH 55'34'34" EAST, 66.88 FEET;
THENCE SOUTH 50'01'17" EAST, 65.09 FEET TO THE WEST BANK OF THE JORDAN RIVER;
THENCE ALONG SAID WEST BANK THE FOLLOWING 2 COURSES:
(1) SOUTH 39°58'43" WEST, 198.88 FEET;
(2) SOUTH 52°45'07" WEST, 91.02 FEET;
THENCE LEAVING SAID BANK SOUTHWESTERLY SOUTH 89'16'40" WEST, 512.90 FEET TO THE POINT OF BEGINNING.
CONTAINING 3.95 ACRES MORE OR LESS.

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PARCEL NUMBER: 65:325:0153

PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. RUNNING THENCE NORTH 00'36'52" EAST (NORTH, BY RECORD) ALONG THE EAST RIGHT OF WAY LINE OF REDWOOD ROAD, 2625.10 FEET; THENCE EAST 65.49 FEET (94.22, BY RECORD); THENCE NORTH 89°50'01" EAST, 1313.39 FEET; THENCE NORTH 89°16'40" EAST, 238.06 FEET TO THE SOUTHWEST CORNER OF PHASE 2, THE COVE AT JORDAN RIVER; THENCE NORTH 89'16'40" EAST, 512.90 FEET (BY RECORD); THENCE NORTH 52°45'07" EAST, 91.02 FEET; THENCE NORTH 39°58'43" EAST, 198.88 FEET; THENCE NORTH 50°01'17" WEST, 65.09 FEET; THENCE SOUTH 56°34'34" WEST ALONG THE NORTH LINE OF PHASE 2 THE COVE AT JORDAN RIVER, 66.88 FEET; THENCE NORTH 49°50'54" WEST ALONG THE NORTH LINE OF SAID PHASE 2, 82.66 FEET TO THE POINT OF BEGINNING.
AND THENCE NORTH 49°50'54" WEST ALONG THE NORTH LINE OF SAID PHASE 2, 170.80 FEET TO THE SOUTH LINE OF RIVERSIDE DRIVE;
THENCE 83.85 FEET ALONG A CURVE TO THE RIGHT NOT TANGENT TO THE PREVIOUS COURSE, WITH A RADIUS 1166.00 FEET, INCLUDED ANGLE OF 04°07'13" AND A LONG CHORD THAT BEARS NORTH 42°57'18" EAST ALONG THE SOUTH LINE OF SAID RIVERSIDE DRIVE, 83.83 FEET;
THENCE SOUTH 46'16'40" EAST, 167.23 FEET;
THENCE SOUTH 40°18'45" WEST, 73.32 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.31 ACRES MORE OR LESS.

PARCEL NUMBER: 65:338:0149

PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. RUNNING THENCE NORTH 00°36'52" EAST (NORTH, BY RECORD) ALONG THE EAST RIGHT OF WAY LINE OF REDWOOD ROAD, 2625.10 FEET; THENCE EAST 65.49 FEET (94.22 BY RECORD); THENCE NORTH 89°50'01" EAST, 1313.39 FEET; THENCE NORTH 89°16'40" EAST, 238.06 FEET TO THE SOUTHWEST CORNER OF PHASE 2, THE COVE AT JORDAN RIVER; THENCE NORTH 89°16'40" EAST, 512.90 FEET; THENCE NORTH 52°45'07" EAST, 91.02 FEET; THENCE NORTH 39°58'43" EAST, 198.88 FEET; THENCE NORTH 50°01'17" WEST, 65.09 FEET TO THE TRUE POINT OF BEGINNING;

AND THENCE SOUTH 56°34'34" WEST ALONG THE NORTH LINE OF PHASE 2 OF THE COVE AT JORDAN RIVER, 66.88 FEET;

THENCE NORTH 49°50'54" WEST ALONG THE NORTH LINE OF PHASE 2 OF THE COVE AT JORDAN RIVER, 82.66 FEET TO THE SOUTHEAST CORNER OF PHASE 4 OF THE COVE AT JORDAN RIVER;

THENCE NORTH 40°18'45" EAST ALONG THE EAST LINE OF PHASE 4 OF THE COVE AT JORDAN RIVER, 73.32 FEET;

THENCE NORTH 46°16'40" WEST ALONG THE NORTH LINE OF PHASE 4 OF THE COVE AT JORDAN RIVER, 167.23 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE DRIVE;

THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY OF RIVERSIDE DRIVE IN THE FOLLOWING THREE COURSES:

1. 79.78 FEET ALONG A CURVE TO THE RIGHT NOT TANGENT TO THE PREVIOUS COURSE WITH A RADIUS OF 1166.00 FEET, INCLUDED ANGLE OF 3°55'13" AND A LONG CHORD THAT BEARS NORTH 46°58'31" EAST, 79.77 FEET;
2. 258.43 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1166.55 FEET, INCLUDED ANGLE OF 12°41'35" AND A LONG CHORD THAT BEARS NORTH 55°17'05" EAST, 257.90 FEET;
3. 138.98 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 666.00 FEET. INCLUDED ANGLE OF 11°57'24" AND A LONG CHORD THAT BEARS NORTH 67°36'46" EAST, 138.73 FEET;

THENCE SOUTH 16°24'32" EAST, 116.89 FEET;

THENCE SOUTH 10°00'29" WEST, 40.09 FEET TO THE NORTHWEST CORNER OF THE DETENTION AREA PARCEL OF PHASE 1 OF THE COVE AT JORDAN RIVER;

THENCE ALONG THE WEST LINE OF THE DETENTION AREA PARCEL OF PHASE 1 OF THE COVE AT JORDAN RIVER IN THE FOLLOWING THREE COURSES:

1. SOUTH 59°37'35" WEST, 142.33 FEET;
2. SOUTH 37°14'10" WEST, 109.59 FEET;
3. SOUTH 18°10'47" WEST, 138.16 FEET TO THE BEGINNING.

CONTAINING 2.01 ACRES MORE OR LESS.

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PARCEL NUMBER: 65:336:0030

PART THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. RUNNING THENCE NORTH 00°35'52" EAST (NORTH,

BY RECORD) ALONG THE EAST RIGHT OF WAY LINE OF REDWOOD ROAD, 2625.10 FEET; THENCE EAST 65.49 FEET (94.55 BY RECORD); THENCE NORTH, 27.99 FEET; THENCE NORTH 89°50'01" EAST ALONG AN EXISTING FENCE LINE, 1285.47 FEET; THENCE ALONG FENCE LINE NORTH 00°09'32" EAST, 805.86 FEET TO AN EXISTING FENCE CORNER; THENCE EAST ALONG AN EXISTING FENCE LINE, 465.86 FEET TO THE TRUE POINT OF BEGINNING.
AND THENCE EAST, 78.42 FEET TO THE NORTHWEST CORNER OF PHASE 1 OF THE COVE AT JORDAN RIVER;
THENCE SOUTH ALONG THE WEST LINE OF PHASE 1 OF THE COVE AT JORDAN RIVER, 146.00 FEET;
THENCE SOUTH 44°25'58" WEST ALONG THE WEST LINE OF PHASE 1 OF THE COVE AT JORDAN RIVER, 35.71 FEET; THENCE WEST, 53.42 FEET;
THENCE NORTH, 171.50 FEET TO THE BEGINNING. CONTAINING 0.30 ACRES+/-.

PARCEL NUMBER: 65:324:0133

PART THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. RUNNING THENCE NORTH 00°35'52" EAST (NORTH, BY RECORD) ALONG THE EAST RIGHT OF WAY LINE OF REDWOOD ROAD, 2625.10 FEET;
THENCE EAST 65.49 FEET (94.55 BY RECORD); THENCE NORTH, 27.99 FEET;
THENCE NORTH 89°50'01" EAST ALONG AN EXISTING FENCE LINE, 1285.47 FEET;
THENCE ALONG AN EXISTING FENCE LINE NORTH 00°09'32" EAST, 805.86 FEET TO AN EXISTING FENCE CORNER;
THENCE EAST ALONG AN EXISTING FENCE LINE, 465.86 FEET TO THE NORTHWEST CORNER OF PHASE 6 OF THE COVE AT JORDAN RIVER, THENCE SOUTH ALONG THE WEST LINE OF SAID PHASE 6, 171.50 FEET;
THENCE EAST ALONG THE SOUTH LINE OF SAID PHASE 6, 53.42 FEET TO THE WESTERLY LINE OF PHASE 1 OF THE COVE AT JORDAN RIVER; THENCE SOUTH, 38.50 FEET TO THE TRUE POINT OF BEGINNING; AND THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINES OF SAID PHASE 1 IN THE FOLLOWING TWO COURSES;
1. SOUTH 71°49'18" EAST, 50.24 FEET;
2. SOUTH 49°41'15" EAST, 23.44 FEET TO THE NORTHWESTERLY CORNER OF PHASE 3 OF THE COVE AT JORDAN RIVER;
THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINES OF SAID PHASE 3 IN THE FOLLOWING TWO COURSES;
1. SOUTH 16°53'31" WEST, 22.89 FEET;
2. SOUTH 40°18'45" WEST, 412.69 FEET;
THENCE NORTH 49°41'15" WEST, 79.50 FEET;
THENCE NORTH 40°18'45" EAST, 414.40 THENCE EAST, 0.56 FEET TO THE BEGINNING.
CONTAINING 0.78 ACRES +/-.

PARCEL NUMBER: 65:364:0035

Part of the Northeast Quarter of Section 14, Township 5 South, Range 1 West of the Salt Lake Baseline and Meridian described as follows:

Commencing at the North Quarter Corner of Section 14, Township 5 South, Range 1 West of the Salt Lake Baseline and Meridian monumented with a Brass Cap thence N89°51'59" E 1331.32 feet (Basis of Bearing) along the north line of the Northeast Quarter of said Section 14;
thence S 00°11'49"W 1849.90 feet to a SAI rebar;
thence N 89°58'01"E 350.75 feet to the POINT OF BEGINNING and running thence N89°58'01 "E 114.49 feet to the Northwest Corner of Cove at Jordan River, Phase 6 recorded July 7, 2010 under Entry No. 56321;

thence along said Cove at Jordan River, Phase 6 the next two courses:

- 1) thence South 171.50 feet;
- 2) thence East 53.42 feet;

thence South 38.50 feet along the Cove at Jordan River, Phase 1 recorded November 8, 2007 under Entry No. 159538; thence West 21.55 feet;

thence South 18.33 feet; thence West 38.00 feet;

thence North 18.33 feet;

thence West 56.18 feet thence 34.29 feet along a curve to the left, with a central angle of 78°34'36", a radius of 25.00 feet, and a chord that bears S 50°42'42"W 31.66 feet;

thence N78°34'36"W 29.00 feet;

thence northerly, a distance of 7.48 feet along a non-tangent curve to the left of which the radius point lies N78°34'36"W a radius of 37.50 feet, and having a central angle of 11°25'18" and a chord that bears N05°42'45"E 7.46 feet;

thence N00°00'06"E 216.81 feet to the point of beginning, containing 0.63 acres, more or less and 5 Lots.

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PHASE 9

PARCEL NUMBER: 65:372:0058

Part of the Northeast Quarter of Section 14, Township 5 South, Range 1 West of the Salt Lake Baseline and Meridian described as follows:

Commencing at the North Quarter Corner of Section 14, Township 5 South, Range 1 West of the Salt Lake Baseline and Meridian monumented with a Brass Cap thence N 89°51'59" E 1331.32 feet (Basis of Bearing) along the north line of the Northeast Quarter of said Section 14;

thence S00°11'49" W 2385.16 feet to the POINT OF BEGINNING and running thence S89°50'28"E 123.74 feet;

thence S00°09'38"W 39.99 feet;

thence S89°50'22"E 19.00 feet; thence S00°09'38"W 59.07 feet;

thence N45°06'08"E 154.42 feet to the Southwest Corner of The Cove at Jordan River, Phase 7 Amended recorded October 28, 2008 under Entry No. 77259; thence along the south line said Cove at Jordan River, Phase 7 Amended S49°41'15"E 79.50 feet; thence along the boundary of Cove at Jordan River, Phase 3 Amended recorded June 22, 2009 under Entry #68632 the next four courses:

- 1) thence S40°18'45"W 82.12 feet;
- 2) thence S81°40'08"W 17.32 feet;
- 3) thence S40°18'40"W 43.00 feet;
- 4) thence S49°41'20"E 124.11 feet;

thence along the west line of the Cove of Jordan River, Phase 2 recorded November 8, 2007 under Entry No. 159539 the next two courses:

- 1) thence S04°41'18"E 21.21 feet;
- 2) thence S40°18'45"W 75.76 feet (70.80 feet, By Record) to the north

boundary of Jordan Ridge Condominiums, Phase 1 recorded May 6, 2011 under Entry No.34400;

thence along said Jordan Ridge Condominiums and its projection thereof S89°53'28"W 1548.38 feet (S89°53'02"W, By Record) to the east right of way line of Redwood Road; thence N00°22'44"E 21.03 feet along said right of way line; thence N89°50'27"E 1285.54 feet (N89°50'20" E, By Record) thence N00°11'49"E 277.37 feet (N00°11'42" E, By Record) along the east boundary of Saratoga Crossroads recorded May 7, 2003 under Entry No. 68918 and its projection thereof to the point of beginning, containing 2.40 acres and 21 Lots.

PHASE 10

PARCEL NUMBER: 65:377:0086

Part of the Northeast Quarter of Section 14, Township 5 South, Range 1 West of the Salt Lake Baseline and Meridian described as follows:

Commencing at the North Quarter Corner of Section 14, Township 5 South, Range 1 West of the Salt Lake Baseline and Meridian monumented with a Brass Cap thence N 89°51'59" E 1331.32 feet (Basis of Bearing) along the north line of the Northeast Quarter of said Section 14; thence S00°11'49"W 2208.82 feet to the POINT OF BEGINNING and running thence S89°48'11"E 124.83 feet; thence N40°22'09"E 204.25 feet; thence S89.59'51"E 94.86 feet to the boundary of the Cove at Jordan River, Phase 8 recorded March 13, 1012 under Entry No. 20079; thence along said boundary the next nine courses:

- 1) thence S00°00'06"W 12.88 feet
- 2) thence 7.48 feet along a curve to the right with a central angle of 11-25'18", a radius of 37.50 feet, and a chord that bears S05°42'45"W 7.46 feet;
- 3) thence S78.34'36"E 29.00 feet;
- 4) thence northeasterly, a distance of 34.29 feet along a non-tangent curve to the right of which the radius point lies S78°34'36"E a radius of 25.00 feet, and

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having a central angle of 78°34'36" and a chord that bears N50-42'42"E 31.66 feet;

5) thence East 56.18 feet;

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6) thence South 18.33 feet;

7) thence East 38.00 feet;

8) thence North 18.33 feet;

9) thence East 20.99 feet to the Cove at Jordan River Phase 7 Amended recorded October 28, 2011 under Entry No. 77259: thence along said Cove at Jordan River Phase 7 Amended S40°18'45"W 414.40 feet to a point on the Cove at Jordan River Phase 9;

thence along the boundary of the Cove at Jordan River, Phase 9 recorded June 18, 2012 under Entry No. 50255 the next five courses:

1) thence S45.06'08"W 155.12 feet;

2) thence N00°09'38"E 80.00 feet;

3) thence N89.50'22"W 19.00 feet;

4) thence N00°09'38"E 19.57 feet;

5) thence N89°50'28"W 123.24 feet to the east boundary of Saratoga Crossroads recorded May 7, 2003 under Entry No. 68918;

thence along said east boundary N00°11'49"E 176.34 feet (N00°11'42"E, by Record) to the point of beginning, containing 2.31 acres and 30 Lots.

PHASE 11

PARCEL NUMBER: 65:391:0187

Part of the Northeast Quarter of Section 14, Township 5 South, Range 1 West of the Salt Lake Baseline and Meridian described as follows:

Commencing at the North Quarter Corner of Section 14, Township 5 South, Range 1 West of the Salt Lake Baseline and Meridian monumented with a Brass Cap thence N 89°51'59" E 1331.32 feet (Basis of Bearing) along the north line of the Northeast Quarter of said Section 14; thence S00°11'49"W 1849.90 feet to the POINT OF BEGINNING and running thence N 89°11'58'0 1" E 350.75 feet to the Northwest Corner of the Cove at Jordan River Phase 8 recorded March 13, 2012 under Entry No. 20079;

thence along the west line of said Phase 8 S 00°00'06" W 203.94 feet to the boundary of Cove at Jordan River Phase 10;

thence along said Cove at Jordan River, Phase 10 the next three courses:

1) thence N 89°59'51" W 94.86 feet;

2) thence S 40°22'0 9" W 204.25 feet;

3) thence N 89°48'11" W 124.83 feet to the east boundary of Saratoga Crossroads recorded May 7, 2003 under Entry No. 68918;

thence along said east boundary N 00°11'49" E 358.92 feet to the point of beginning, containing 2.32 acres and 28 lots.

EXHIBIT B

Long-Term Stormwater Management Plan

for:

The Cove at Jordan River HOA, Phases 1-11
1242 North Riverside Drive
Saratoga Springs, UT 84045

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