



TAX ID#:

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ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Sep 11 01:15 PM FEE 0.00 BY LM
RECORDED FOR CITY OF SARATOGA SPRINGS

Submit to:

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

When recorded, mail to:

LONG-TERM STORM WATER MANAGEMENT AGREEMENT

This Long-Term Storm Water Management Agreement ("Agreement") is made and entered into this 23 day of July, 2025, by and between the City of Saratoga Springs, a Utah municipal corporation ("City"), and Clayton Properties Group, Inc., a Tennessee corporation dba Oakwood Homes ("Owner").

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the municipal separate storm sewer system ("MS4"), as set forth in the City Storm Water 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 Owner hereby represents and acknowledges that it owns in fee simple 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 water 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 water and surface water flow conditions, the Owner is required to build and maintain at Owner's expense a storm water and surface water management facility or improvements on the Property ("Storm Water Facilities"); and

WHEREAS, the Storm Water Facilities are more particularly described and shown in the final site plan or subdivision plat for the Property which has been approved in writing by the City, and related engineering or construction 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, a summary description of all Storm Water Facilities, and all appurtenances draining to and affecting the Storm Water Facilities, and a description of the standard operation and routine maintenance procedures for the Storm Water Facilities, and related control measures are more particularly shown in Exhibit "B" on file with the City Recorder ("Long Term Storm Water Management Plan"); and

WHEREAS, as 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, the Owner is required to enter into this Agreement establishing a means of documenting the execution of the Long Term Storm Water Management Plan.

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 Storm Water Management Plan, and the mutual covenants contained herein, the parties agree as follows:

Section 1

Construction of Storm Water Facilities. The Owner shall, at its sole cost and expense, construct the Storm Water Facilities in accordance with the Development Plans and specifications, and any amendments thereto which have been approved in writing by the City.

Section 2

Maintenance of Storm Water Facilities. The Owner shall, at its sole cost and expense, adequately maintain any portion of the Storm Water Facilities which are not maintained by the City. The Owner's maintenance obligations shall include but are not limited to all system and appurtenances on the Property built to convey storm water, as well as all structures, berms, channels, outlet structures, pond areas, access roads, improvements, treatment devices, pipes, culverts, ditches, vegetation, etc. provided to control the quantity and quality of the storm water. Adequate maintenance, for purposes of this Agreement, is defined as maintenance which keeps the Storm Water Facilities in good working condition so that the Storm Water Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Storm Water Facilities in good working condition.

Section 3

Annual Maintenance Report of Storm Water Facilities. The Owner shall, at its sole cost and expense, cause the Storm Water Facilities to be inspected by a Registered Storm Water Inspector, and shall cause that an inspection report and certification from the inspector be submitted to the City annually. The purpose of the inspection and

certification is to ensure safe and proper functioning of the Storm Water Facilities. The annual inspection shall cover all aspects of the Storm Water Facilities, including, but not limited to, the parking lots, structural improvements, berms, channels, outlet structure, pond areas, access roads, treatment devices, pipes, culverts, ditches, 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, which acceptance shall be in writing from 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 Storm Water Facilities upon reasonable written notice of not less than two (2) business days to the Owner, 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 Storm Water Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Storm Water Facilities Maintenance Plan.

Section 5

Notice of Deficiencies. If the City finds that the Storm Water 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 thirty (30) 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 for notice listed below, as the same may be updated from time to time.

Section 6

Owner to Maintain, Repair, and Replace. The Owner shall, at its sole cost and expense, maintain, repair, replace, change or modify the Storm Water Facilities as may be necessary to comply with applicable laws and to ensure that the Storm Water Facilities are 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 Owner fails to adequately maintain, repair, or replace the Storm Water Facilities so that the facilities continue in good working condition acceptable to the City after the notice and cure period provided for in Section 5 expires, 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. The City may also give written notice that the facility storm drain connection will be disconnected. The City may also enter upon the property to maintain, replace, or repair

the Storm Water Facilities and assess the costs to the Owner pursuant to this Agreement. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Storm Water 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 the 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 expenses relating to enforcement of this Agreement, the Owner 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. The Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments. Any and all costs and expenses may be attached as a lien on the Owner's Property pursuant to state law.

Section 9

Successor and Assignment to Association. 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. Notwithstanding the foregoing, the obligations of the Owner will automatically be deemed transferred to, and assumed by, the Wander Homeowners Association, a Utah nonprofit corporation ("Association") after all of the lots within the Property are sold to residential purchasers, or at such other time as the Owner determines to relinquish administrative control of the Association. At such time, neither Owner nor any individual homeowner of a lot within the Property will be deemed to have obligations hereunder and, for the avoidance of doubt, the Association will assume and be obligated to perform all duties of the Owner and be bound by all obligations of the Owner established under this Agreement. By its signature below, the Association agrees to the assignment provisions of this Section 9.

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 Salt Lake 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 Storm Water Facilities fail to operate properly or any violation of this Agreement takes place. The Owner shall indemnify and hold the City harmless for any and all damages, accidents, casualties, occurrences, claims, actions, or suits which might arise or be asserted against the City from failure of the Owner to comply with its obligations under this agreement relating to the Storm Water Facilities or the Owner's operation of the Storm Water Facilities.

Section 13

Amendments. This Agreement shall not be modified except by written instrument agreed to and 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. Notwithstanding Section 13, above, the parties agree that the Long-Term Storm Water Management Plan (LTSWMP) must reasonably adapt or change if site conditions change or the LTSWMP is no longer effective to manage storm water generated on the Property. In the event of such a change in conditions materially affecting the implementation or effectiveness of the LTSWMP, either party may propose amendments to the LTSWMP. The parties shall review any such proposed amendment in a timely manner, not to exceed thirty days after receipt of a proposed amendment from the other party, and shall not withhold consent to modifications that are demonstrably necessary to address the changed conditions, based on objective data or regulatory requirements. 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 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 STORM WATER MANAGEMENT PLAN AGREEMENT

SO AGREED this _____ day of _____ 20 _____.

PROPERTY OWNER

Clayton Properties Group, Inc., a Tennessee corporation dba Oakwood Homes

By: Malcolm Thacker Title: ASSISTANT SECRETARYPrinted Name: Malcolm Thacker

ASSOCIATION

Wander Homeowners Association, a Utah nonprofit corporation

By: Malcolm Thacker Title: PRESIDENTPrinted Name: Malcolm Thacker

Property Owner's Address for Notifications:

206 E. Winchester Street
Murray, Utah 84107STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

~~Assisted by President~~ The above instrument was acknowledged before me by Malcolm Thacker as
~~President~~ of Property Owner and Malcolm Thacker as
~~President~~ of the Association, this 23rd day of July,
2010.

Karla Jean Richards
 Notary Public
 Residing in: Salt Lake County
 My commission expires: 04-18-2016



CITY OF SARATOGA SPRINGS

By: Mark J. Christensen Date: 9-3-2025
 City Manager Mark J. Christensen

Attest: Nicolette Fike
 City Recorder, Nicolette Fike

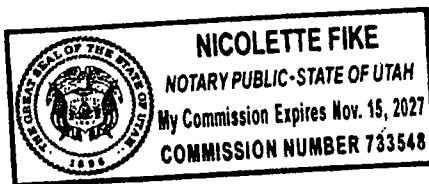
STATE OF UTAH)
 :ss.
 COUNTY OF UTAH)



The above instrument was acknowledged before me by Mark J. Christensen his 3rd day
 of September, 2025. City Manager, City of Saratoga Springs

Nicolette Fike
 Notary Public
 Residing in: Saratoga Springs, UT
 My commission expires: 11-15-27

LTSWMP _____



Attachments:

Exhibit A: Legal Description

Exhibit B: Long-Term Storm Water Management Plan; Filed with Saratoga Springs City Recorder

EXHIBIT A

Legal Description: (All Parcels or Plats, Common Areas or Roadways from Subdivision)

JORDAN PROMENADE VILLAGE 1 PHASE C1
AMENDING A PORTION OF PARCEL A OF THE JORDAN PROMENADE
SUBDIVISION VILLAGE 1 PHASE 2 PLAT
LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 25
AND THE NORTHEAST QUARTER OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND

C2

WANDER
PHASE C2

AMENDING PARCEL B OF THE JORDAN PROMENADE MINOR
SUBDIVISION VILLAGE 1 PHASE 2 PLAT, ALSO AMENDING A PORTION OF
PARCEL B OF JORDAN PROMENADE SUBDIVISION VILLAGE 1 PHASE 1
LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

C3

WANDER
PHASE C3

AMENDING A PORTION OF PARCEL A OF THE JORDAN PROMENADE
SUBDIVISION VILLAGE 1 PHASE 2 PLAT
LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

C4

WANDER
PHASE C4

VACATING A PORTION OF PARCEL A OF THE JORDAN PROMENADE
MINOR SUBDIVISION VILLAGE 1 PHASE 2 PLAT AND A PORTION OF LOT 0-
1 OF THE JORDAN PROMENADE SUBDIVISION VILLAGE 1-PHASE C1
SUBDIVISION
LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 25
AND THE NORTHEAST QUARTER OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH**D1****WANDER
PHASE D1**

LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

D2**WANDER
PHASE D2**

LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

D3**WANDER
PHASE D3**

LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

E1

LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

E2**WANDER
PHASE E2**

LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

CLUBHOUSE

LOT A-1, (WANDER) JORDAN PROMENADE VILLAGE 1, PHASE C-1 SUB
AREA

**JORDAN PROMENADE
VILLAGE 1 PLAT A**

**LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
CITY OF SARATOGA SPRINGS, UTAH**

**JORDAN PROMENADE
VILLAGE 1 PLAT B-1, B-2, & B-3**

**LOCATED IN A PORTION OF THE NORTHEAST QUATER OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
CITY OF SARATOGA SPRINGS, UTAH**