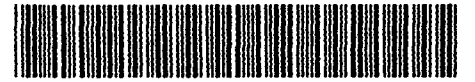


When Recorded Return To:  
EDGE HOMES UTAH, LLC  
13702 S 200 W, B12  
Draper, UT 84020



ENT 111623:2022 PG 1 of 8  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2022 Oct 21 12:48 pm FEE 40.00 BY MG  
RECORDED FOR EDGE HOMES UTAH LLC

## **WILDFLOWER VILLAGE 4 STORMWATER EASEMENT AND FACILITY MAINTENANCE AGREEMENT**

This Easement and Maintenance Agreement (the “**Agreement**”) is made and entered into by and between Edge Homes Utah, LLC, a Utah limited liability company and TOLL SOUTHWEST, LLC, a Delaware limited liability company (collectively the “**Developers**”), and the WILDFLOWER MASTER HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation (“**Association**”). Each of the foregoing parties is referred to herein as a “Party” and collectively as the “Parties.” This Agreement shall be effective as of the date it is recorded with the Utah County Recorder’s Office.

### **RECITALS**

- A. The Association is a Utah nonprofit corporation governing the Wildflower Master Planned Community (“**Wildflower**”) located in Saratoga Springs, Utah County, Utah. The Association is a neighborhood association of the Wildflower Master Community.
- B. Edge Homes Utah, LLC owns a parcel identified as Serial No. 58:021:0512 in the office of the Utah County Recorder (“**Edge Parcel**”).
- C. Toll Southwest, LLC owns two parcels identified respectively as Serial No. 58:021:0528 and Serial No. 58:021:0529 in the office of the Utah County Recorder (“**Toll Parcels**”).
- D. The Edge Parcel and Toll Parcels (collectively the “**Village Parcels**”) will be developed as part of a subdivision known as Wildflower Village 4 which is located within Wildflower.
- E. The Village Parcels are subject to the *Master Declaration of Covenants, Conditions, and Restrictions for Wildflower* as recorded in the office of the Utah County Recorder on February 23, 2018, as Entry No. 17973:2018 (the “**Master Declaration**”) including subsequent amendments.
- F. The Association is responsible to maintain a stormwater drainage system, including all pipes, channels, ponds, ditches, boxes, facilities, and all related appurtenances for the retention, detention, acceptance, disposal, and cleaning of

all stormwaters within Wildflower whether such stormwater originates from public or private property (the “**Stormwater Facilities**”).

- G. A portion of the Stormwater Facilities passes through the Village Parcels and is more particularly described (the “**Easement Area**”). A map showing the approximate location of the Easement Area is attached hereto as Exhibit A.
- H. To facilitate Developers’ development and to allow the Association to perform their maintenance duties, the Parties have determined that it is mutually advantageous to grant the Association an easement to allow stormwater to be discharged across the Easement Area and to allow the Association access to the Village Parcels to carry out construction, maintenance, repair, and replacement of the Stormwater Facilities in conformance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual obligations, and conditions set forth herein, the Owner and Association agree as follows:

### **AGREEMENT**

In consideration of the foregoing and the mutual covenants of the Parties contained in this Agreement, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated into this Agreement.
2. **Grant of Easement.** The Developers, and their successors, and assigns, hereby grant and convey the following easements for the right, benefit, and use of the Association and its members, their tenants, guests, managers, lessees, and invitees, subject to the rights and restrictions set forth in this Agreement:
  - (a) a nonexclusive easement with the right of access over and across the Village Parcels, to make inspections, to prevent or mitigate damage to the Stormwater Facilities and to maintain, repair, replace, or effectuate the restoration of the Stormwater Facilities; and
  - (b) a nonexclusive right to grant permits, licenses, and easements upon, across, over, under, and through the Village Parcels and facilities for purposes necessary for the proper operation of the Stormwater Facilities.
  - (c) a perpetual nonexclusive easement over, under, and across the Easement Area to allow the flow of stormwater from through the Stormwater Facilities, regardless of whether from a public or private source.
3. **Restriction on Use.** Developers shall not place any obstruction upon the Village Parcels which unreasonably interferes with the Association’s access to the

Stormwater Facilities or disrupts the flow of stormwater through the Easement Area, without the prior written approval of the Association.

4. **Maintenance, Repair, and Replacement of the Easement Area.** The Association shall have the right and the obligation to maintain and repair the Stormwater Facilities at its sole cost and expense. The Association shall keep the Easement Area in good condition and repair and in accordance with all applicable laws, ordinances, rules, regulations, covenants, conditions and restrictions, and governmental requirements. All maintenance obligations shall be performed in a prompt, diligent, and reasonable manner in accordance with industry standards and regulatory requirements.
5. **Development.** This Agreement is not intended to restrict Developers' right to develop the Village Parcels.
6. **Easement to Run with the Land.** Subject to the other terms of this Agreement, the rights conferred in this Agreement shall run with the land as to all property benefitted and burdened thereby, including any partition or division of such property. The rights, covenants, and obligations contained in this Agreement shall bind, burden, and benefit the Parties and their respective successors, assigns, heirs, lessees, mortgagees, and beneficiaries under any deeds of trust.
7. **Interpretation.** The provisions of this Agreement are intended to be read in harmony with the Master Declaration and the easement rights existing therein.
8. **Recording.** This Agreement shall be recorded in the official records of Utah County, Utah.
9. **Waiver.** Failure of either Party at any time to require performance of any provision of this Agreement shall not limit such Party's right to enforce such provision, nor shall any waiver of breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or waiver of such provision itself.
10. **Attorneys' Fees.** If a suit, action, or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement or to enforce any rights hereunder, the prevailing Party shall be entitled to recover its attorneys' fees and expenses and all other fees and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or on any appeal or review, in addition to all other amounts provided by law.
11. **Remedies.** In the event that either Party fails to perform any obligation under this Agreement, the other Party shall be entitled to require specific performance of such obligation, to obtain appropriate injunctive relief (without the necessity of showing inadequate remedies at law), to cure the default of such obligation and recover the costs thereof from the Party breaching such obligation, or to pursue any other remedy available at law or equity. The remedies authorized throughout this

Agreement are not mutually exclusive and may be maintained independently of each other.

12. **Amendment and Termination.** This Agreement may be amended and/or terminated only by a written agreement signed by representatives of both Parties, their successors, or assigns. Said amendment and/or notice of termination shall be recorded in the Office of the Utah County Recorder.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

**EDGE HOMES UTAH, LLC**  
A Utah limited liability company

*Steve Maddox*

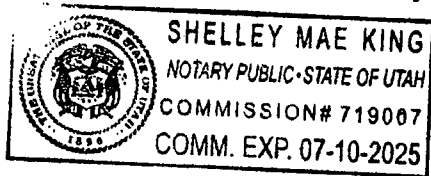
By: Steve Maddox

Its: Manager

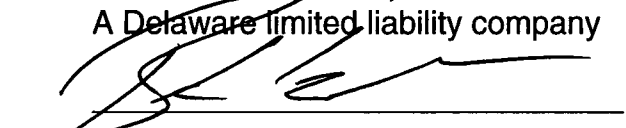
STATE OF UTAH )  
 ) SS:  
COUNTY OF Salt Lake )

On the 21 day of October 2022, personally appeared before me Steve Maddox, who by me being duly sworn, did say that they are the Manager of Edge Homes Utah, LLC, and that they are authorized to execute this Agreement.

*Shelley King*  
Notary Public




TOLL SOUTHWEST, LLC  
A Delaware limited liability company

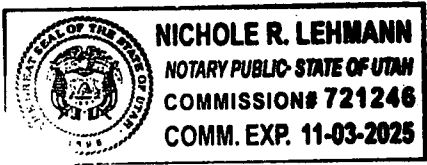
  
By: BENJAMIN GILLET

Its: TOLL BROTHERS, LLC OP

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

On the 19 day of October 2022, personally appeared before me Benjamin Gillett who by me being duly sworn, did say that they are the VICE PRESIDENT of Toll Southwest, LLC, and that they are authorized to execute this Agreement.

  
Notary Public



**WILDFLOWER MASTER HOMEOWNERS  
ASSOCIATION INC.**

a Utah nonprofit corporation

\_\_\_\_\_  
By: \_\_\_\_\_

Its: Nathan Shipp, Manager

On the 3rd day of October 2022, personally appeared before me  
Nathan Shipp, who by me being duly sworn, did say that  
they are a representative the Wildflower Master Homeowners Association, Inc., and that  
they are authorized to execute this Agreement.

Katelyn Mickelsen  
Notary Public



## EXHIBIT A

**WILDFLOWER VILLAGE 4 PLAT J-3 CAMP WILLIAMS PASS THROUGH EASEMENT**

A portion of the Northwest Quarter of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning on the Easterly line of the UDOT Slope Easement, Entry Number 10388:2018, according to the official records in the office of the Utah County Recorder, located N89°32'24"W along the Section Line 302.73 feet and North 2823.35 feet from the South Quarter Corner of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence N85°17'10"W 141.39 feet; thence N86°58'30"W 188.60 feet; thence N85°18'38"W 138.94 feet; thence N84°56'56"W 75.72 feet; thence along the arc of a non-tangent curve to the left 18.34 feet with a radius of 279.50 feet through a central angle of 03°45'32", chord: N47°21'38"W 18.33 feet; thence N87°20'24"W 65.51 feet; thence N71°40'51"W 87.88 feet; thence N85°13'42"W 561.45 feet; thence S00°57'55"W 37.62 feet; thence N84°56'56"W 141.38 feet; thence N05°03'04"E 109.15 feet; thence S84°56'56"E 129.66 feet; thence S02°36'00"E 52.10 feet; thence S85°13'42"E 565.83 feet; thence S71°40'51"E 87.51 feet; thence S87°20'24"E 58.26 feet; thence along the arc of a non-tangent curve to the left 9.20 feet with a radius of 229.50 feet through a central angle of 02°17'51", chord: N16°24'57"E 9.20 feet; thence S84°56'56"E 93.64 feet; thence S85°18'38"E 138.23 feet; thence S86°58'30"E 188.61 feet; thence S85°17'10"E 149.54 feet to said Easterly line of the UDOT Slope Easement; thence along said Easterly line S15°24'52"W 40.71 feet to the point of beginning.

