



ENT 60431:2019 PG 1 of 5  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2019 Jul 01 11:05 am FEE 40.00 BY MG  
RECORDED FOR EDGE HOMES UTAH LLC

When recorded, mail to:

Lehi City Recorder  
153 North 100 East  
Lehi City, Utah 84043

Affects Portions of Utah County Tax Parcels 58:021:0243 and 58:021:0163  
(See Exhibit "A" for legal descriptions)

**FIRST AMENDMENT TO STORMWATER MANAGEMENT AGREEMENT**

THIS FIRST AMENDMENT TO STORM WATER MANAGEMENT AGREEMENT (this "**First Amendment**") is entered into effective as of June 25, 2019 (the "**Effective Date**"), by and between Lehi City, a Utah municipal corporation (the "**City**"), and Edge Homes Utah, LLC, a Utah limited liability company ("**Owner**"). City and Owner may be referred to herein individually as a "**Party**" or collectively, as the "**Parties**."

**RECITALS**

- A. Owner is the developer and home builder of a residential project in Lehi City, Utah County, State of Utah commonly known as The Exchange in Lehi (the "**Project**").
- B. For Phases 16 and 17 of the Project, the Parties entered into that certain Long-Term Stormwater Management Agreement dated May 7, 2019, which was recorded in the Utah County Recorder's Office on May 10, 2019, as Entry No. 41516:2019 (the "**Agreement**").
- C. The Parties desire to amend the Agreement in accordance with the terms and conditions set forth below.

**AGREEMENT**

NOW THEREFORE, in exchange for the mutual promises set forth herein, and for other good and valuable consideration, the Parties do hereby agree as follows:

- 1. Recitals. The foregoing Recitals are incorporated into this First Amendment.
- 2. Defined Terms. Capitalized terms used herein, but not otherwise defined in this First Amendment, shall have the meaning given to such terms in the Agreement.
- 3. Emergency Response. The Parties acknowledge that pursuant to the Agreement, Owner is responsible to maintain and clean the temporary stormwater retention facilities system described in the Agreement (and defined therein as the "**Stormwater Facilities**") until such time as the Stormwater Facilities are dedicated to, and accepted by, the City. If and when a homeowners association ("**HOA**") is formed for the subject phases of the Project, the HOA will also be responsible to maintain and clean the Stormwater Facilities. Nevertheless, until such time as the Stormwater Facilities have been dedicated to and accepted by the City, Owner shall remain responsible to timely respond to any and all emergencies relating to the Stormwater Facilities and

appropriately remedy any problems or emergencies that arise in relation to the Stormwater Facilities. To that end, Owner shall designate one of its representatives as the primary contact person for the City to contact in the event of any emergencies relating to the Stormwater Facilities (in addition to the HOA's contact information). Until further notice is given by Owner, Owner's representative for this purpose shall be Korey Blanchard, whose contact information has been provided to the City. The City may contact Mr. Blanchard regarding emergencies relating to the Stormwater Facilities, and Owner will make reasonable efforts to ensure that Mr. Blanchard is responsive to all such calls from the City.

4. Connection to Permanent Outfall. Owner shall make good-faith, reasonable efforts to connect the Stormwater Facilities to a permanent stormwater outfall system within two (2) years from the date of recordation of this First Amendment. If the connection to a permanent system has not been made within said 2-year period, but Owner has reasonably fulfilled its obligations under the Agreement (as amended by this First Amendment), the period shall be extended for an additional one (1) year period. If the Stormwater Facilities still have not been connected to a permanent outfall system at the end of the one (1) year extension period, then Owner shall remain directly and primarily responsible to keep the Stormwater Facilities in good condition and repair, and timely respond to any and all emergencies relating to the same, until such time as connection to a permanent stormwater system has been completed and the improvements have been dedicated to, and accepted by, the City.

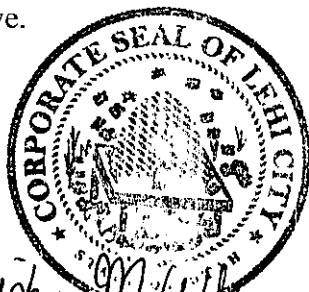
5. Scope of Changes. Except as expressly modified by this First Amendment, all terms and conditions of the Agreement shall be unchanged and shall be deemed in full force and effect.

6. Binding Effect. Upon full execution by the Parties, this First Amendment shall be binding on the Parties and their successors, heirs, and permitted assigns.

7. Counterparts. This First Amendment may be executed in one or more counterparts which may be exchanged by traditional or electronic means and all of which, taken together, shall constitute one and the same instrument.

8. Recording. This First Amendment shall be recorded with the Utah County Recorder's Office against the same land against which the Agreement was recorded (see Exhibit "A" hereto).

WHEREFORE, the Parties have executed this First Amendment to be effective as of the date set forth above.



THE CITY:

LEHI CITY, a Utah municipal corporation

ATTEST: Teisha M. Nelson  
City Recorder

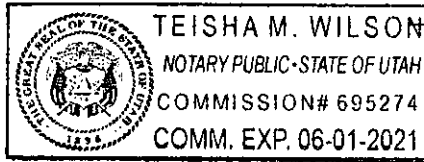
By Mark Johnson  
City Mayor (Mark Johnson)

(\* Notary verification is on following page)

STATE OF UTAH )  
 : ss  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of June, 2019, by Mark Johnson, as Mayor of Lehi City.

SEAL:



*Teisha M. Wilson*  
\_\_\_\_\_  
NOTARY PUBLIC

**OWNER:**

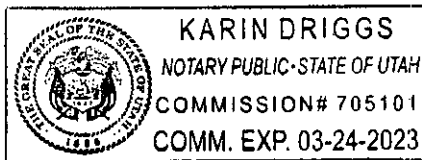
Edge Homes Utah, LLC,  
a Utah limited liability company

By *Steve Maddox*  
\_\_\_\_\_  
Steve Maddox, Manager/Officer

STATE OF UTAH )  
 : ss  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 29 day of June, 2019, by Steve Maddox, as Manager/Officer of Edge Homes Utah, LLC.

SEAL:



*Karin Driggs*  
\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**

The above "First Amendment" shall be recorded against the real property located in Utah County, State of Utah, described as follows:

**Exchange in Lehi Phase 16**

Beginning at a point located South 89°53'38" West 16.50 feet along the section line from the Southeast Corner of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 89°53'38" West 330.70 feet;  
 thence South 84°36'19" West 94.25 feet;  
 thence Southwesterly 93.51 feet along the arc of a 1013.00 foot radius curve to the right (center bears North 05°23'41" West and the chord bears South 87°14'59" West 93.47 feet with a central angle of 5°17'19");  
 thence South 89°53'38" West 261.60 feet;  
 thence North 00°05'37" West 48.00 feet;  
 thence North 89°53'38" East 132.04 feet;  
 thence Northeasterly 39.33 feet along the arc of a 25.00 foot radius curve to the left (center bears North 00°06'22" West and the chord bears North 44°49'49" East 35.39 feet with a central angle of 90°07'39");  
 thence North 00°14'01" West 55.25 feet;  
 thence Northwesterly 6.14 feet along the arc of a 15.00 foot radius curve to the left (center bears South 23°20'40" West and the chord bears North 78°22'51" West 6.10 feet with a central angle of 23°27'02");  
 thence South 89°53'38" West 150.93 feet;  
 thence North 00°05'37" West 34.63 feet;  
 thence North 89°46'28" East 63.78 feet;  
 thence North 00°07'32" East 201.37 feet;  
 thence South 89°52'59" East 149.27 feet;  
 thence North 00°14'01" West 88.72 feet;  
 thence South 89°29'37" East 222.70 feet;  
 thence South 00°13'10" East 29.63 feet;  
 thence North 89°44'50" East 115.88 feet;  
 thence North 00°10'19" West 250.90 feet to the Southerly Boundary Line of The Exchange in Lehi Phase 10 P.U.D. Subdivision;  
 thence North 89°53'38" East 227.27 feet along said Southerly Boundary Line and its extension;  
 thence South 00°07'24" East 660.00 feet to the point of beginning.

Contains 349,821 Square Feet or 8.031 Acres

AND

**Exchange in Lehi Phase 17**

Beginning at a point on the Northerly Boundary Line of The Exchange in Lehi Phase 16 P.U.D. Subdivision, said point being North 00°07'24" West 408.65 feet along the section line and West 243.56 feet from the Southeast Corner of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 89°44'50" West 115.88 feet along said Northerly Boundary Line;  
thence North 00°13'10" West 29.63 feet along said Northerly Boundary Line;  
thence North 89°29'37" West 222.70 feet along said Northerly Boundary Line;  
thence South 00°14'01" East 88.72 feet along said Northerly Boundary Line;  
thence North 89°52'59" West 149.27 feet along said Northerly Boundary Line;  
thence North 00°03'02" East 175.48 feet;  
thence North 89°53'38" East 58.83 feet;  
thence North 00°20'26" West 131.84 feet to the Southerly Boundary Line of The Exchange in Lehi Phase 10 P.U.D. Subdivision;  
thence North 89°53'38" East 148.15 feet along said Southerly Boundary Line to the Westerly Right-of-Way Line of 3680 West;  
thence North 00°06'22" West 67.50 feet along the Westerly Right-of-Way Line of said 3680 West;  
thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears South 89°53'38" West and the chord bears North 45°06'22" West 21.21 feet with a central angle of 90°00'00") along the Westerly Right-of-Way Line of said 3680 West to the Southerly Right-of-Way Line of 1700 North;  
thence North 89°53'38" East 86.00 feet along the Southerly Right-of-Way Line of said 1700 North to the Easterly Right-of-Way Line of 3680 West;  
thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears South 00°06'22" East and the chord bears South 44°53'38" West 21.21 feet with a central angle of 90°00'00") along the Easterly Right-of-Way Line of said 3680 West;  
thence South 00°06'22" East 67.50 feet along the Easterly Right-of-Way Line of said 3680 West to the Southerly Boundary Line of The Exchange in Lehi Phase 10 P.U.D. Subdivision;  
thence North 89°53'38" East 224.49 feet along said Southerly Boundary Line to the Westerly Boundary Line of The Exchange in Lehi Phase 16 P.U.D. Subdivision;  
thence South 00°10'19" East 250.90 feet along said Westerly Boundary Line to the point of beginning.

Contains 120,902 Square Feet or 2.776 Acres