

WHEN RECORDED, MAIL TO:

Bri at Station Park LLC
2929 W. Navigator Dr, Ste 400
Meridian ID 83642
Attention: Amanda McCurry

E 3511156 B 8153 P 510-517
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/14/2022 02:20 PM
FEE \$0.00 Pgs: 8
DEP RT REC'D FOR UTAH TRANSIT AUTHORITY

RETURNED
DEC 14 2022

SANITARY SEWER EASEMENT

Davis County

Affecting Tax ID No. 08-075-0091
PIN No. 4435
Project No. UBT-15-7(218)312
Parcel No. 15-7:12:AEQEQ

THIS SANITARY SEWER EASEMENT Agreement ("Easement Agreement"), is made as of this 8th day of DECEMBER, 2021, by and between **UTAH TRANSIT AUTHORITY**, a large public transit district organized pursuant to the Utah Public Transit District Act ("Grantor") and **BRI AT STATION PARK LLC**, an Idaho limited liability company ("Grantee"), and is consented to by the **UTAH DEPARTMENT OF TRANSPORTATION**, an agency of the State of Utah ("UDOT").

WHEREAS, the Grantee desires to construct a sanitary sewer system which will cross a portion of Grantor's real property; and

WHEREAS, Grantor agrees to grant a right-of-way for an easement for the installation, operation, maintenance and repair of Grantee's sanitary sewer system based on the terms and conditions contained herein, and UDOT consents to such grant.

WITNESSETH:

NOW, THEREFORE, in consideration of the forgoing recitals, which by this reference are hereby incorporated herein, and for other good and valuable consideration, it is agreed:

1. **Grant of Easement.** Grantor does hereby give, grant and convey unto Grantee a permanent, non-exclusive easement under the Grantor's real property in the location and at the depths described in Exhibit A, and depicted in Exhibit B, for a sanitary sewer line exclusively for Grantee's real property and Grantor's real property (the "Easement"). In addition to the matters set forth elsewhere in this Easement Agreement,

the following shall apply: (a) Grantee has no rights to use the surface of Grantor's property except temporarily when necessary for work on the sanitary sewer line as set forth herein, and except when necessary for such work Grantee shall not place any structures, improvements, barriers or obstacles of any kind on Grantor's property; (b) Grantor will endeavor to not place or allow to be placed any permanent structures, large trees or brush within the Easement Area which would interfere with the uses granted in this Easement Agreement; and (c) Grantee acknowledges that this Easement Agreement does not restrict Grantor's use of its property and does not restrict UDOT in UDOT's exercise of any of its rights, except as expressly set forth herein.

2. **Fee.** As consideration for Grantor granting the Easement in this Easement Agreement, and UDOT consenting to such grant of Easement, Grantee shall pay a one-time fee of _____ Dollars (\$5,462) upon the execution of this Easement Agreement to Grantor and a one-time fee of _____ Dollars (\$4,933) upon execution of this Easement Agreement to UDOT.

3. Maintenance and Repairs. When necessary, Grantee may temporarily access the surface of Grantor's property and excavate for purposes of repairing or maintaining Grantee's sanitary sewer line. Except in case of emergency, Grantee shall give Grantor and UDOT no less than twenty (20) day's advance written notice before entering on Grantor's property. In case of emergency, Grantee shall give Grantor and UDOT notice as soon as possible by any convenient method and shall thereafter provide information to them as they may request. It is expressly understood and agreed, by and between the parties hereto, that after making repairs or performing other maintenance, Grantee shall restore the area where it temporarily accessed Grantor's property to that existing immediately prior to undertaking such repairs or maintenance. At all times when performing work, Grantee will maintain convenient ingress and egress to and from the parking lot from UDOT roads and will properly address any traffic management concerns identified by UDOT.

4. Relocation of the Easement. Grantee hereby agrees that Grantor shall have the right to relocate all or any portion of the sanitary sewer pipes and the location of the Easement to another location on the Property under the following conditions: (a) the plans for relocating the sanitary sewer system and Easement shall be prepared at Grantor's expense by a licensed engineer; (b) Grantee has a minimum of sixty days (60) to review the plans and confirm that the relocated Easement serves the same function as the pre-existing Easement; (c) an amendment to this Easement Agreement shall be prepared, executed and recorded at the Grantor's expense; (d) the relocation of the sanitary sewer system shall be installed at Grantee's expense; (e) Grantor agrees to reimburse Grantee up to Twenty-Five Thousand Dollars (\$25,000.00) for such relocation work; and (f) at all times, Grantor and Grantee will maintain convenient ingress and egress to and from the parking lot from UDOT roads and will properly address any traffic management concerns identified by UDOT.

4.1 Grantor acknowledges that the relocation of the Easement will cause a significant burden on Grantee and the residents of Grantee's property and

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agrees to exhaust any and all other options for development of their property that does not require relocation of the Easement.

5. Modification. This Easement Agreement embodies the final, entire agreement of the parties relating to its subject matter and supersedes any and all prior agreements, whether written or oral. This Easement Agreement may only be modified by a written instrument executed by all parties and recorded in the records of Davis County, Utah, including, but not limited to, UDOT's consent to such execution and recording.

6. Binding Effect. All provisions of this Easement Agreement, including the benefits and burdens herein, shall run with the land and be binding upon the successors and assigns of Grantor and Grantee.

7. No Public Right of Way or Benefit to Third Parties. This Easement is not intended to confer any benefit upon the general public. This Easement is not intended to create, nor shall it be in any way interpreted as or construed to create, third party beneficiary rights for or on behalf of any person who is not a party hereto.

8. Counterparts and Effective Date. Signatures may be executed in counterparts, and, if so, this Easement Agreement will be effective as if simultaneously executed and shall be effective as of the date first written above.

9. Recitals and Exhibits. The recitals and exhibits to this Easement Agreement are hereby incorporated herein by reference and made a part hereof.

[End of Text; Signature Pages to Follow]

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IN WITNESS WHEREOF, the parties have subscribed their signatures below effective as of the date first written above.

GRANTOR:

UTAH TRANSIT AUTHORITY,
a large public transit district organized pursuant to
the Utah Public Transit District Act

By: *Spencer Burgoyn*
Name: SPENCER BURGOYNE
Its: MGR. PROPERTY ADMIN.

GRANTEE:

BRI AT STATION PARK LLC,
an Idaho limited liability company

By: Brighton Ventures LLC,
an Idaho limited liability company
Its Manager

By: *John M. Gabrielsen*
John Gabrielsen, Manager

UDOT:

By its signature below, UDOT consents to the execution and recording of this Easement Agreement.

UTAH DEPARTMENT OF TRANSPORTATION, an agency of the State of Utah

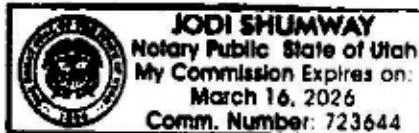
By: *Charles A. Stornmont*
Charles A. Stornmont,
Director, Right of Way Property Management

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STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On this 8TH day of DECEMBER, 2021, before me, a Notary in and for said State, personally appeared SPEARER BURGOYNE, known or identified to me, to be the MANAGER, PROPERTY ADMIN of UTAH TRANSIT AUTHORITY, a large public transit district organized pursuant to the Utah Public Transit District Act, who acknowledged to me that he has signature authority for said organization and that such organization executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

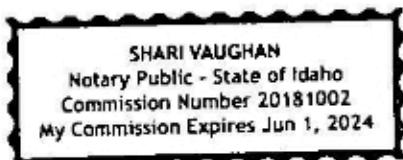


Jodi Shumway
Notary Public for UTAH
Residing at SALT LAKE COUNTY
My commission expires 3/16/2026

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 7th day of November, 2021, before me, a Notary in and for said State, personally appeared John Gabrielsen, known or identified to me, to be the Manager of Brighton Ventures Investment Management LLC, the Manager of BRI AT STATION PARK LLC, an Idaho limited liability company, who acknowledged to me that he has signature authority for said organization and that such organization executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

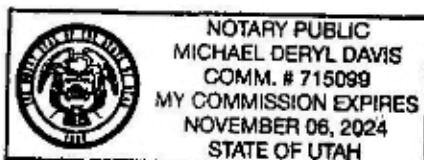


Shari Vaughan
Notary Public for Idaho
Residing at Eagle, I.D.
My commission expires 6-1-2024

STATE OF UTAH)
COUNTY OF DAVIS)
ss.

On this 6th day of December, 2022, before me, a Notary in and for said State, personally appeared Charles A. Stormont, known or identified to me, to be the Director, Right of Way Property Management of the UTAH DEPARTMENT OF TRANSPORTATION, an agency of the State of Utah, who acknowledged to me that he has signature authority for said organization and that it executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for UTAH
Residing at Salt Lake County
My commission expires Nov. 6, 2024

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**EXHIBIT A TO
SANITARY SEWER EASEMENT**

LEGAL DESCRIPTION OF EASEMENT AREA

Affecting Tax ID No.	08-075-0070
PIN No.	4435
Project No.	UBT-15-7(218)312
Parcel No.	15-7-12: ASEQ

A perpetual easement, upon part of an entire tract of property, situate in the NE1/4 NW1/4 Section 24, and the SE1/4 SW1/4 Section 13 T.3N., R.1W., S.L.B. & M., in Davis County, Utah. The boundaries of said easement upon part of an entire tract are described as follows:

Beginning at a point 42.27 feet S.00°09'29"W. and 1,763.41 feet S.89°59'50"E. from the Northwest Corner of said Section 24; and running thence N.39°07'13"E. 58.25 feet to the northeasterly boundary line of said entire tract; thence S.51°45'36"E. 20.00 feet along said northeasterly boundary line; thence S.39°07'13"W. 44.12 feet; thence S.77°53'32"W. 11.38 feet to the beginning of a 15.04 foot radius non-tangent curve to the right (Note: radius bears N.12°03'32"W.); thence westerly 14.59 feet along the arc of said curve through a delta of 55°34'53" (Note: chord to said curve bears N.74°16'03"W. for a distance of 14.03 feet) to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation. The above described easement contains 1,077 square feet or 0.025 acre in area more or less.

Prepared by: (TJD) Meridian Engineering, Inc. 03Q 05/10/2022

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EXHIBIT B
TO SANITARY SEWER EASEMENT
DEPICTION OF EASEMENT AREA

