

**When Recorded, Return To:**

Utah Real Estate Ventures, LLC  
12896 S. Pony Express Road, Suite 400  
Draper, Utah 84020

**AGREEMENT REGARDING SEWER MAINTENANCE AND FLOW**

Brighton Development Utah, LLC, a Utah limited liability company ("Brighton Development"), Alpine Homes, LLC, a Utah limited liability company ("Alpine" and, together with Brighton Development, "Brighton") Utah Real Estate Ventures, LLC, a Utah limited liability company operating under the trade name Fieldstone Homes ("Fieldstone"), Brylee Estates Land Holdings LLC, a Utah limited liability company ("Brylee Land"), Brylee Estates Development, Inc., a Utah corporation ("Brylee Development"), and together with Brylee Land "Brylee") hereby enter into this Agreement Regarding Sewer Maintenance and Flow (this "Agreement") as of this 4<sup>th</sup> of October, 2022, for the purpose of setting forth the terms of their agreement related to the maintenance and capacity of a sewer line and lift station. The real property affected by this Agreement is depicted on Exhibit A attached hereto and legally described on Exhibit B attached hereto.

**RECITALS**

WHEREAS, Brighton is the owner and developer of certain property located in the City of Eagle Mountain (the "City") and which is identified as the Brighton Property on Exhibit A attached hereto (the "Brighton Property").

WHEREAS, Brylee, is the owner and developer of certain property located in the City and which is described as the Brylee Property on Exhibit A attached hereto (the "Brylee Property").

WHEREAS, Fieldstone is the owner and developer of certain property located in the City and which is described as the Fieldstone Property on Exhibit A attached hereto (the "Fieldstone Property").

WHEREAS, to satisfy the requirements of the City for the parties' development of their respective properties, the parties have constructed, or may in the future construct, sewer infrastructure across their respective properties which include a sewer outfall line (the "Collection Line") that crosses the Fieldstone Property, the Brylee Property, and the Brighton Property and which terminates at a sewer lift station (the "Lift Station") located on the Brighton Property.

WHEREAS, initially the Collection Line was anticipated to only serve the Brighton Property and the Brylee Property, but Fieldstone requested that the Sewer Line and Lift Station be upsized in order to provide additional capacity to the Fieldstone Property.

WHEREAS, by separate agreements the parties have agreed to reimbursements and cost-sharing arrangements related to the Collection Line and the Lift Station and now wish to memorialize their agreements regarding other matters.

**AGREEMENT**

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. Recitals Incorporated. The above stated Recitals are incorporated herein and made part of this Agreement.

2. Agreement Regarding Maintenance. The parties agree that the Brylee Farms Homeowners Association, a Utah non-profit corporation (the "HOA") will maintain the Lift Station for the benefit of the parties and their respective successors, including homeowners. To the extent the Collection Line is not dedicated to the City, the HOA will also maintain the portions of the Collection Line which are located within the area encumbered by the HOA's covenants, conditions, and restrictions (the "HOA Area"). However, the HOA will have no obligation to maintain any portion of the Collection Line which is not within the HOA Area.

3. Agreement Regarding Capacity. In order to ensure that the Collection Line and Lift Station have adequate capacity to serve all users, the parties agree that no user or group of users will discharge effluent to the Collection Line in excess of the limits identified in this paragraph and its subparts. The limits set forth herein will be binding on the parties and their respective successors, including homeowners. The limits may be enforced by the parties, by their respective successors, including homeowners, by the HOA, or by the City. For purposes of this paragraph and its subparts, the term Equivalent Residential Unit ("ERU") shall be defined as three hundred sixty (360) gallons per day. The limits on discharge of effluent into the Collection line will be as follows:

a. Brighton Property. The users located in the Brighton Property, collectively, shall not contribute more than Seventy-One (71) ERUs to the Collection Line.

b. Brylee Property. Upon development of the property, the future users located in the Brylee Property, collectively, shall not contribute more than One Hundred Thirteen (113) ERUs to the Collection Line.

c. Fieldstone Property. The users located in the Fieldstone Property, collectively, shall not contribute more than Two Hundred (200) ERUs to the Collection Line.

4. Governing Law. In the event that any claim, action, or other legal proceeding shall be brought hereunder by either party, it shall be brought in and evaluated according to the laws of the State of Utah.

5. Agreement Runs with the Land. This Agreement shall run with the land and be binding on and inure to the benefit of the owners of said properties and their successors in interest.

6. Attorney Fees. Any breach of this Agreement requiring enforcement through or with the assistance of legal counsel, which actually results in legal fees and or costs being incurred, shall entitle the prevailing party to recover the actual legal fees and costs of enforcing the action. Said costs shall be determined by the decision maker regarding the dispute.

7. Severability. The provisions of this Agreement shall be deemed to be severable, and if any



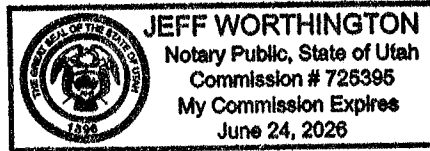
**Alpine Homes, LLC**  
a Utah limited liability company

By: SRM  
Printed Name: Ross Mitchell  
Title: vice president

State of Utah )  
County of Salt Lake <sup>SS.</sup>

The foregoing instrument was acknowledged before me this 30 day of September, 2022, by Ross Mitchell in his / her capacity as vice president of Alpine Homes, LLC, a Utah limited liability company.

[Signature]  
Notary Public



**Brylee Estates Land Holdings, LLC**

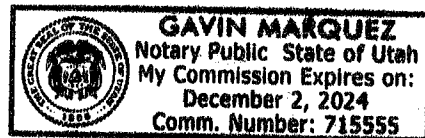
a Utah ~~limited liability company~~

By: [Signature]  
Printed Name: Samuel A. Drown  
Title: Manager

State of Utah )  
County of Salt Lake <sup>SS.</sup>

The foregoing instrument was acknowledged before me this 28th day of September, 2022, by Samuel Drown in his / her capacity as manager of Brylee Estates Land Holdings, LLC, a Utah limited liability company.

[Signature]  
Notary Public



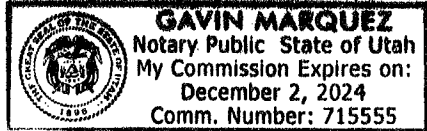
**Brylee Estates Development, Inc.**  
a Utah corporation

By: *[Signature]*  
Printed Name: Samuel A. Brown  
Title: Manager

State of Utah )  
                                ss.  
County of Salt Lake)

The foregoing instrument was acknowledged before me this 28th day of September, 2022, by Samuel Brown in his / her capacity as Manager of Brylee Estates Development, Inc., a Utah corporation.

*Gavin Marquez*  
Notary Public



**Utah Real Estate Ventures, LLC**  
a Utah limited liability company

By: *[Signature]*  
Printed Name: Jason Harris  
Title: VP Land Acquisitions

State of Utah )  
                                ss.  
County of Salt Lake)

The foregoing instrument was acknowledged before me this 4th day of October, 2022, by Jason Harris in his / her capacity as Asst. Secretary of Utah Real Estate Ventures, LLC, a Utah limited liability company.

*Mindy Dansie*  
Notary Public

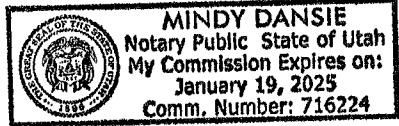
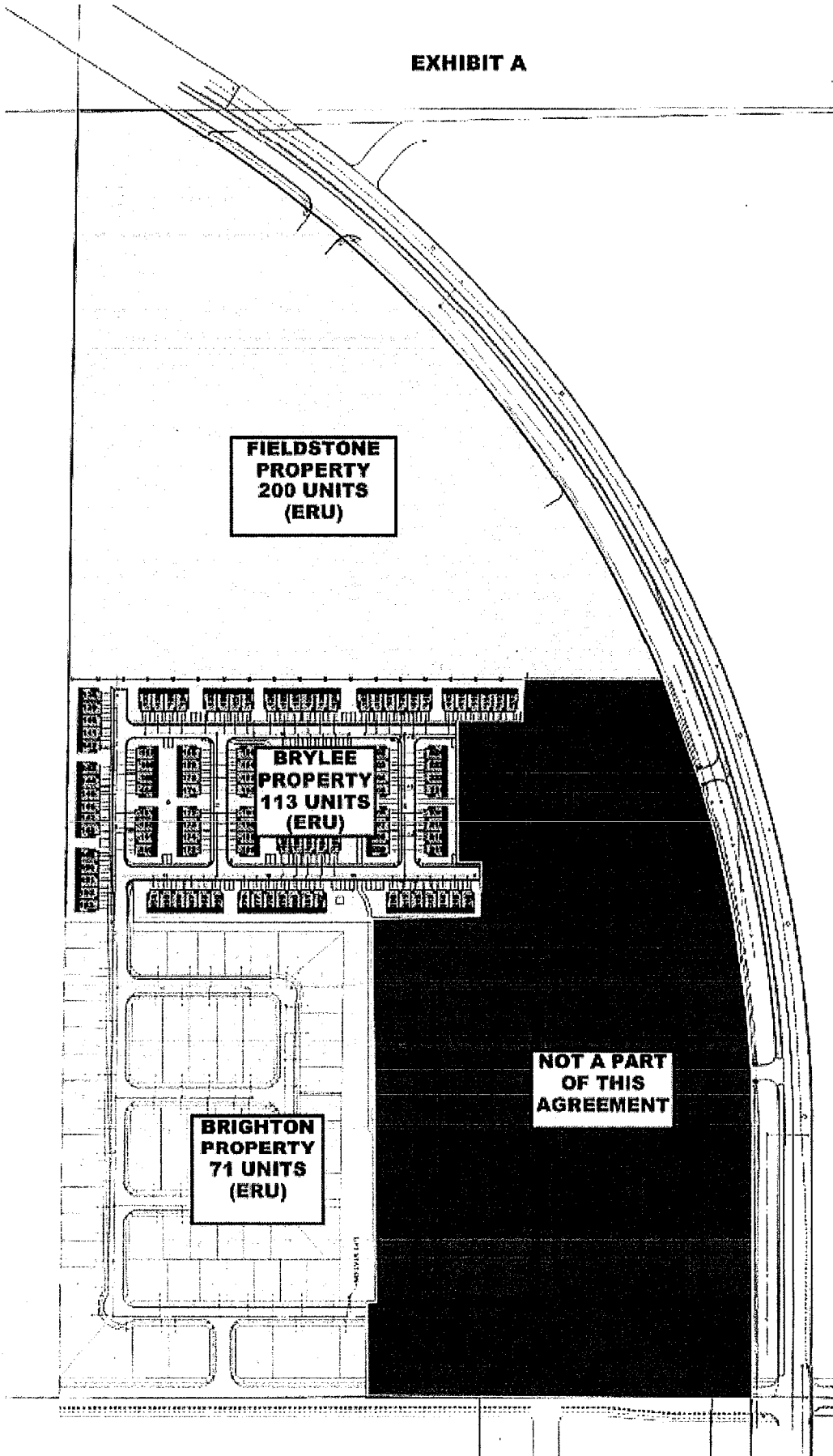


Exhibit A

**EXHIBIT A**



**Exhibit B**

**(Legal Descriptions)**

**FIELDSTONE LAND**

COM N 0 DEG 51' 28" E 1482.79 FT FR S 1/4 COR. SEC. 2, T6S, R2W, SLB&M.; N 0 DEG 51' 28" E 1179.46 FT; N 89 DEG 42' 30" E 177.75 FT; S 57 DEG 39' 12" E 90.67 FT; ALONG A CURVE TO R (CHORD BEARS: S 40 DEG 0' 36" E 1477.56 FT, RADIUS = 2437.5 FT); W 1221.97 FT TO BEG. AREA 22.019 AC.

**BRIGHTON LAND**

BEGINNING AT POINT LOCATED N0°51'28"E ALONG THE QUARTER SECTION LINE 982.74 FEET AND EAST 210.67 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE EAST 423.80 FEET; THENCE SOUTH 697.44 FEET; THENCE WEST 432.91 FEET; THENCE NORTH 141.44 FEET; THENCE WEST 4.57 FEET; THENCE NORTH 172.00 FEET; THENCE EAST 3.36 FEET; THENCE NORTH 225.00 FEET; THENCE EAST 10.32 FEET; THENCE NORTH 159.00 FEET TO THE POINT OF BEGINNING.

BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN ;THENCE N0°51'28"E ALONG THE QUARTER SECTION LINE 982.74 FEET; THENCE EAST 210.67 FEET; THENCE SOUTH 159.00 FEET; THENCE WEST 10.32 FEET; THENCE SOUTH 225.00 FEET; THENCE WEST 3.36 FEET; THENCE SOUTH 172.00 FEET; THENCE EAST 4.57 FEET; THENCE SOUTH 141.44 FEET; THENCE EAST 432.91 FEET; THENCE SOUTH 86.00 FEET; THENCE WEST 16.89 FEET; THENCE SOUTH 198.48 FEET TO THE SOUTH LINE OF SAID SECTION 2; THENCE S89°56'09"W ALONG THE SECTION LINE 632.29 FEET TO THE POINT OF BEGINNING.

**BRYLEE LAND**

COM N 89 DEG 56' 9" E 622.67 FT & N 1360.93 FT FR S 1/4 COR. SEC. 2, T6S, R2W, SLB&M.; W 20.47 FT; N 121 FT; E 179.5 FT; S 86 FT; W 159.03 FT; S 35 FT TO BEG. AREA 0.371 AC.

COM N 982.6 FT & E 670.25 FT FR S ¼ COR. SEC. 2, T6S, R2W, SLB&M.; N 86 FT; W 47.61 FT; N 328 FT; E 159.03 FT; N 86 FT; E 180.99 FT; S 85.93 FT; W 140.48 FT; S 328 FT; E 50 FT; S 86.03 FT; W 201.95 FT TO BEG. AREA 2.257 AC.

COM N 0 DEG 51' 28" E 982.74 FT FR S 1/4 COR. SEC. 2, T6S, R2W, SLB&M.; N 0 DEG 51' 28" E 500.06 FT; E 580 FT; S 120.97 FT; E 20.45 FT; S 293.02 FT; E 47.61 FT; S 86 FT; W 655.56 FT TO BEG. AREA 6.968 AC.