

When Recorded Please Return To:

BCG Legacy View, LLC
386 West 500 South Suite 100
Salt Lake City, UT 84101

14294964 B: 11522 P: 1520 Total Pages: 6
10/01/2024 01:58 PM By: csummers Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: BCG LEGACY VIEW LLC
386 W 500 S STE 100 SALT LAKE CITY, UT 84101



Tax Parcel Nos. 14-11-276-012; 14-11-276-013

DECLARATION OF STORM DRAINAGE EASEMENT

THIS DECLARATION OF STORM DRAINAGE EASEMENT (this “*Declaration*”), dated as of the 25 day of Sept., 2024, is executed and recorded by BCG Legacy View, LLC, a Delaware limited liability company (hereinafter “*Declarant*”).

RECITALS

A. Declarant is the owner of certain real property located in Salt Lake County, State of Utah, including but not limited to a certain parcel (the “*West Parcel*”). Declarant is also the owner of the property located immediately adjacent to the east of the West Parcel (the “*East Parcel*,” and together with the West Parcel, collectively the “*Property*”). The Property is more particularly described in Exhibit A attached hereto and incorporated herein.

B. Declarant intends to create a storm drainage easement upon a portion of the south easternmost part of the West Parcel, and a portion of the south westernmost part of the East Parcel, in favor of the Property, and the East Parcel Owner and the West Parcel Owner (defined below), in the location more particularly described in Exhibit B attached hereto and incorporated herein (the “*Easement Area*”).

DECLARATION



NOW, THEREFORE, in consideration of the foregoing, the covenants and conditions contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby declared that the Property shall be held, sold, conveyed, leased, rented, encumbered and used subject to the following easements, rights, assessments, liens, charges, covenants, servitudes, restrictions, limitations, conditions and uses, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Storm Drain Easement. Declarant hereby designates and establishes a perpetual easement upon and within the Easement Area, for the use and benefit of the Property and the improvements from time to time located thereon and each current and future owner of the West Parcel and their successors and assigns (collectively, the “*West Parcel Owner*”), and each current and future owner of the East Parcel and their successors and assigns (collectively, the “*East Parcel Owner*”), for the sole purpose of constructing, operating, repairing, replacing and maintaining an underground storm water retention system (the “*Storm Drainage System*”).

2. Maintenance of Storm Drainage System. Upon construction of the Storm Drainage System, the West Parcel Owner shall maintain the Storm Drainage System and keep the same in good, operating condition and repair. In performing construction and ongoing maintenance activities, West Parcel Owner shall make every reasonable effort to prevent any mechanic's liens to be recorded against the East Parcel, but in the event that any such lien is recorded, West Parcel Owner shall immediately discharge the lien or post a bond with respect to such lien in accordance with Utah law.

3. No Interference by West Parcel Owner. Subject to the provisions outlined in Section 4 below, West Parcel Owner shall conduct its activities within the Easement Area in a manner which avoids interference with (i) other utilities or other improvements located from time to time within the Easement Area, if any, and (ii) the use and enjoyment of the surface by the East Parcel Owner. Furthermore, West Parcel Owner agrees to restore to its prior condition the surface of the Easement Area upon performing repair and maintenance activities as provided in Section 2 above.

4. No Interference by East Parcel Owner. East Parcel Owner shall not construct or erect or allow or cause to be constructed or erected any permanent structure of any kind which may or could interfere with the construction and operation of the Storm Drainage System upon the Easement Area described herein. Subject to the preceding sentence, East Parcel Owner reserves the right to grant additional easements to third parties within or across the Easement Area not inconsistent with the easement rights granted herein, and to place improvements on and to utilize the surface of the Easement Area for uses not inconsistent with the easement granted herein, including, without limitation, the installation, use, maintenance and replacement of landscaping and/or other similar surface improvements.

5. Amendment or Modification. This Agreement may be amended or modified from time to time only by a document executed by East Parcel Owner and West Parcel Owner and recorded at the Salt Lake County Recorder's Office. The consent or approval of no other person shall be required to accomplish any amendment or modification hereto.

6. Covenants Run with the Land. All the provisions, agreements, rights, powers, covenants, conditions, obligations, and easements contained in this Agreement shall be binding upon and inure to the benefit of the West Parcel (and West Parcel Owner) and the East Parcel (and the East Parcel Owner), and their respective successors, assigns, heirs, devisees, executors, administrators, subsidiaries, representatives, lessees, sublessees, and members. All the provisions, agreements, rights, powers, covenants, conditions, obligations and easements contained in this Agreement shall be covenants running with the Property.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

8. No Public Dedication. Nothing contained herein shall constitute a dedication to public use of any portion of the Access Easement or as an acknowledgment or admission by the owners of any prior dedication or of the prior creation of any public right upon any portion of the Access Easement.

9. Attorneys' Fees. If a lawsuit is commenced or any other action taken to enforce or interpret any of the provisions of this Declaration, the prevailing or non-defaulting party, as applicable, shall have the right to recover its reasonable attorneys' fees and legal costs from the unsuccessful or defaulting party, as applicable, including all such fees and costs incurred in bankruptcy proceedings and in any appellate process.

10. Severability. The invalidity or unenforceability of any provision of this Declaration with respect to a particular party or set of circumstances shall not in any way affect the validity or enforceability of any other provision hereof, or the same provision when applied to another party or to a different set of circumstances.

[Signature Page Follows]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first above written.

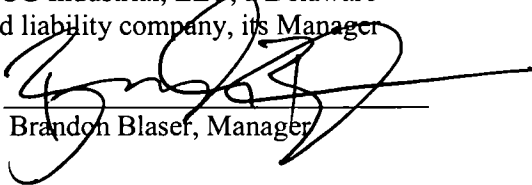
DECLARANT:

BCG LEGACY VIEW, LLC, a Delaware limited liability company

By: Legacy View Industrial QOZB, LLC, a Delaware limited liability company, its Member

By: BCG Legacy View OZ Fund, LLC, a Delaware limited liability company, its Managing Member

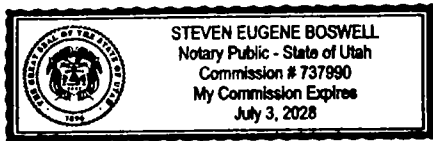
By: BCG Industrial, LLC, a Delaware limited liability company, its Manager

By: 

Brandon Blaser, Manager

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

The foregoing instrument was acknowledged before me this 25th day of September, 2024 by Brandon Blaser, the Manager of BCG Industrial, LLC, a Delaware limited liability company, the Manager of BCG Legacy View OZ Fund, LLC, a Delaware limited liability company, the Managing Member of Legacy View Industrial QOZB, LLC, a Delaware limited liability company, the Member of BCG Legacy View, LLC, a Delaware limited liability company, and said instrument was signed on behalf of said limited liability company, which executed the same.





Notary Public

EXHIBIT A

Legal Description of West Parcel

Lot 8A, Legacy Industrial Park Lot 8 & 9 Amended, located in the northeast quarter Section 11, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, recorded with the Salt Lake County Recorder on August 8, 2023 as # 14138560

CONTAINS: 488,099 SQ.FT. OR 11.205 ACRES

Legal Description of East Parcel

Lot 9A, Legacy Industrial Park Lot 8 & 9 Amended, located in the northeast quarter Section 11, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, recorded with the Salt Lake County Recorder on August 8, 2023 as # 14138560

CONTAINS: 284,420 SQ.FT. OR 6.529 ACRES

EXHIBIT B

Storm Drainage Easement Area

A drainage easement in favor of Lot 8A & Lot 9A, Legacy Industrial Park Lot 8 & 9 Amended, recorded August 8, 2023 as Entry No. 14138560, in Book 2023P at Page 157 in the Office of the Salt Lake County Recorder. Said easement is located in the Northeast Quarter of Section 11, Township 1 South, Range 2 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a point, which is 129.27 feet N.09°53'48"W. from the Street Monument at Legacy View Street and 1100 South; thence N.41°23'12"W. 131.71 feet; thence N.24°16'03"E. 9.11 feet; thence N.89°58'24"E. 118.59 feet to the common line for Lot 8A and Lot 9A; thence South 76.92 feet along said common line and an extension thereof; thence S.49°21'41"W. 46.46 feet to the Point of Beginning.

CONTAINS: 8,257 SQ.FT. OR 0.190 ACRES