

WHEN RECORDED MAIL TO:

IMPROVEMENT REIMBURSEMENT AGREEMENT
45 E Center St., Suite 103
North Salt Lake City, Utah 84054

File No.: 163506-TOF

ENT2505:2023 PG 1 of 8
Andrea Allen
Utah County Recorder
2023 Jan 13 03:54 PM FEE 106.00 BY LT
RECORDED FOR Cottonwood Title Insurance Agency, Inc.
ELECTRONICALLY RECORDED

IMPROVEMENT REIMBURSEMENT AGREEMENT

In Reference to Tax ID Number(s):

59-034-0166, 59-034-0167
35-814-0401 through 35-814-0438
59-034-0164
59-034-0152
59-034-0165

RECORDING REQUESTED AND
WHEN RECORDED, RETURN TO:

Brighton Development Utah, LLC
45 E Center St, Ste 103
North Salt Lake, Utah 84054

APNs: _____

------(SPACE ABOVE THIS LINE FOR RECORDER'S USE)-----

IMPROVEMENT REIMBURSEMENT AGREEMENT

Brighton Development Utah, LLC, a Utah limited liability company or its assigns ("Brighton"), and Brylee Estates Development LLC, a Utah limited liability company or its assigns ("BED"), Improvement Reimbursement Agreement (this "Agreement") as of this 13th of January, 2023.

RECITALS

WHEREAS, Brighton is the owner and developer of certain property located in the City of Eagle Mountain (the "City") legally described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Brighton Property"). The Brighton Property is part of the Brylee Farms Homeowners Association ("HOA").

WHEREAS, BED is the owner and developer of certain property located in the City legally described on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "BED Property"). The BED Property is north of, and immediately adjacent to, the Brighton Property.

WHEREAS, to satisfy the requirements of the City for the parties' development of their respective properties, the parties have constructed sewer infrastructure across their respective properties which include a sewer outfall line (the "Collection Line") that crosses the BED Property, the Brighton Property, and other property owned by a third-party and which terminates at a sewer lift station (the "Lift Station") located on the Brighton Property or property previously owned by Brighton.

WHEREAS, the parties, and other relevant landowners, have entered into a separate agreement regarding capacity of the Collection Line and Lift Station (the "Capacity Agreement").

WHEREAS, the Parties wish to memorialize their prior agreement regarding BED's reimbursement of certain construction costs to Brighton.

AGREEMENT

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

1. Recitals. The above stated Recitals are incorporated herein and made part of this Agreement.
2. Construction of Collection Line and Lift Station. Brighton has constructed the Collection Line and the Lift Station and warrants that such construction has been in accordance with all applicable codes, standards, and specifications. Brighton further warrants that, to the extent applicable, the Collection Line and the Lift Station have been accepted by the City and Brighton has posted the applicable warranty assurance with the City.
3. Reimbursement. The parties agree that BED's share of the costs to construct the Collection Line and Lift Station is **\$67,780.00** (the "Reimbursement Amount"). BED agrees to deliver the Reimbursement Amount to Brighton within ten (10) calendar days after both of the following have been satisfied: (a) the date this Agreement is signed by both parties; and (b) BED and/or its successors or assigns begins any development work on BED Property being served by the Lift Station (see Exhibit "C" attached hereto and incorporated herein by this reference for a depiction of the BED Property to be served by the Lift Station). Any portion of the Reimbursement Amount which is not delivered to Brighton within the timeframe outlined will accrue interest at the rate of 10% per annum until paid in full.
4. Complete Obligation. When delivered to Brighton, the Reimbursement Amount will constitute complete payment by BED relating to design, construction, and maintenance of the Collection Line and Lift Station constructed by Brighton and that BED will have no further financial obligation related to same. In the event any third party asserts a claim against BED in with, or related to, the Collection Line or the Lift Station, then Brighton will indemnify, defend, and hold BED harmless from and against such claim at no cost to BED if, and only if, BED has paid the Reimbursement Amount in full.
5. 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.
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 provision of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect or limit the validity or unenforceability of the remaining provisions hereof.

8. Assignment. The parties may assign rights and duties under this Agreement to a purchaser of the Brighton Property or BED Property without consent of the other party.

9. No Third-Party Beneficiary Interests. Nothing contained in this Agreement is intended to benefit any person or entity other than the parties to this Agreement and/or their respective successors and assigns; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement and/or their respective successors and assigns.

10. Authority to Sign. Each person who executes this Agreement represents and warrants that he/she has been duly authorized to execute this Agreement on behalf of the entity designated below, and to bind said entity to the terms and provisions of this Agreement.

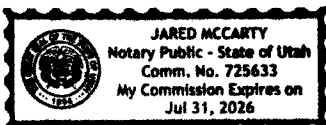
WHEREFORE, the parties have executed this Agreement on the date set forth above.

Brighton Development Utah, LLC
a Utah limited liability company

By: [Signature]
Printed Name: Nathan W. Pugsley
Title: Manager

STATE OF UTAH)
) ss
COUNTY OF Davis)

On this 13 day of January, 2023, personally appeared before me, Nathan W Pugsley, who being by me duly sworn did say that he is the Manager of Brighton Development Utah, LLC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said entity, and he acknowledged to me that said entity executed the same.



[Signature]
Notary Public

Brylee Estates Development, LLC

a Utah limited liability company

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

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE

On this 11 day of JANUARY, 2023, personally appeared before me, SAMUEL A DROWN, who being by me duly sworn did say that he is the Manager of Brylee Estates Development, LLC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said entity, and he acknowledged to me that said entity executed the same.

[Signature]
Notary Public

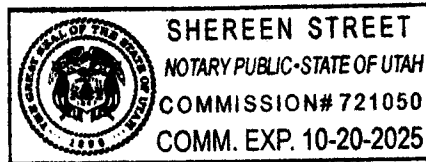


EXHIBIT "A"

Legal Description of Brighton Property

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.

EXHIBIT "B"Legal Description of Brylee Estates Development Property

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 1/4 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.

EXHIBIT "C"

Depiction of Property to be Served by Lift Station

