

**When recorded mail to:**

**Karen Evans**

**12751 S Costanza Way**

**Draper, UT 84020**

CTTA 182313 -CAP

TIN PART OF

28-33-129-019

**RIGHT OF FIRST OFFER AND FIRST REFUSAL**

THIS AGREEMENT is made and entered as of the 27 day of September, 2024 by and between LINDA A. RICHINS, as Trustee of the Vern Leland Richins and Linda Asay Richins Living Trust (collectively "Owners"), whose address is 12741 S. Costanza Way, Draper, Utah 84020, and KAREN EVANS, ("Evans"), whose address is 12751 S. Costanza Way, Draper, Utah 84020.

**Recitals:**

A. Owners and Evans are concurrently herewith cooperating in the recording of a minor subdivision plat with Draper City, in the records of the Salt Lake County Recorder, approval of which will among other things result in the subdivision of each of their currently owned properties into two separate platted lots, to be collectively designated as the "Warhorse Ranch Subdivision" (the "Subdivision").

B. Owners' existing property will be subdivided into two lots, designated as lot 1A WARHORSE RANCH SUBDIVISION, where Owners' existing residence is located, and lot 2A WARHORSE RANCH SUBDIVISION. A copy of the plat for the Subdivision (the "Plat") is attached hereto as Exhibit "A" and is incorporated herein. Owners have also entered into a contract to sell lot 2A to third parties. Proposed Lots 1A and 2A WARHORSE RANCH SUBDIVISION are located in Salt Lake County, State of Utah and described and incorporated herein as Exhibits B and C respectively.

C. Owners have agreed to provide Evans a right of first offer and right of first refusal to purchase lot 1A WARHORSE RANCH SUBDIVISION should Owners decide to sell lot 1A WARHORSE RANCH SUBDIVISION at a later date, on and subject to the terms and conditions set forth below.

NOW THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, Owners hereby agree with Evans as follows:

1. **Right of First Offer.** In the event Owners determine in their discretion to sell lot 1A in the next twenty (20) years, Owners agree to notify Evans in writing, and Evans shall have the first right for a period of thirty (30) days from Evans' receipt of such notice to make an offer to purchase lot 1A. If Evans and Owners do not execute a binding written agreement within such thirty (30) day period for Evans' purchase of lot 1A from Owners, the right of first offer shall lapse, and Owners may proceed to offer to sell and to market lot 1A to any party, without restriction, on such terms as may be acceptable to Owners in their discretion, subject only to Evans' right of first refusal below.

2. **Right of First Refusal.** If Owners receive an offer to purchase lot 1A which Owners intend to accept, Owners agree to promptly deliver to Evans, by personal service or certified mail with return receipt requested, a copy of said offer to purchase. Any such offer shall be from a bona fide individual or entity who in Owners' judgment has submitted a good faith written offer and who is ready, willing and able to perform with respect to such offer. For the seven (7) business day period following the giving of such notice, Evans shall have the right to enter into an agreement with Owners for the purchase of lot 1A at the same price and terms as Owners propose to accept from the third party. Evans

shall exercise such right by giving Owners written notice of her election to do so before expiration of the above mentioned seven (7) business day period. In the event the right to purchase is exercised, the purchase transaction shall be closed and consummated within thirty (30) days or such longer period as may be provided in the third party's offer. In the event Evans' right to purchase is not exercised, Owners may enter into the proposed transaction upon the terms and conditions and with the third party specified in such notice, and Evans' right of first refusal to purchase shall thereafter be of no force or effect.

3. Subordination to Owners' Lender, if any. Evans' right of first offer and right of first refusal set forth above are subject to, and subordinate to, any trust deed lien and/or mortgage lien in favor of any present or future beneficiaries or holders of trust deed liens, or mortgagees of lot 1A, and the rights of first offer and first refusal hereunder are not binding upon any trust deed beneficiary, mortgagee, or purchaser at a foreclosure sale, who acquires title through a foreclosure sale or sheriff's sale or deed in lieu of foreclosure, or their respective assignees, designees, successor or assigns. Upon request of Owners or any such trust deed beneficiary or mortgagee, Evans will, if requested, promptly execute such other or further agreements as may be requested to further confirm such subordination.

4. Notices. Any delivery of notices or documents to either party under the terms of this Agreement shall be sufficient only if personally served upon or sent by certified mail to the addresses set forth in the introductory paragraph of this Agreement. In the event Owners or Evans wish to change their respective addresses for notice as provided herein, written notice of the intent to change and the new address shall be sent to the other party in the same manner as provided in this paragraph for notice generally. Owners shall be responsible only for notice of any change of their address. Evans shall be responsible only for notice of any change of her address. Unless and until such a change of address notice is actually received by the other parties, all notices shall be sent to the addresses set forth above.

5. Grant of Storm Drainage Easement. Owners do hereby agree to grant for the benefit of the Subdivision a non-exclusive easement for the construction, installation, operation, maintenance, repair and replacement as necessary for storm drainage off of Warhorse Ranch Road and lot 2A along the south boundary of their property adjacent to Warhorse Ranch Road, in ordinary and customary form as required by Draper City. Owners shall have no responsibility for the cost of construction, installation, operation, maintenance, repair or replacement of such easement, and no liability whatsoever for its manner of its use, operation, or maintenance.

6. Execution of Plat. Owners and Evans agree to execute the Plat for the approval and development of the Subdivision, as and when required by Draper City.

7. Successor and Assigns. This Agreement is binding upon successors, assigns and heirs of the parties.

**“Owners”**

Linda A. Richins

Linda A. Richins, as Trustee of the  
Vern Leland Richins and Linda Asay  
Richins Living Trust

c/o 12741 S. Costanza Way  
Draper, Utah 84020

**“Evans”**

Karen Evans

Karen Evans  
12751 S. Costanza Way  
Draper, Utah 84020

ACKNOWLEDGMENTS

STATE OF UTAH )  
:SS.  
COUNTY OF SALT LAKE )

On the 27 day of September, 2024, personally appeared before me Linda A. Richins, who being by me duly sworn, did say that she executed the foregoing Agreement in her capacity as Trustee of the Vern Leland Richins and Linda Asay Richins Living Trust.



Cortlund G. Ashton  
NOTARY PUBLIC

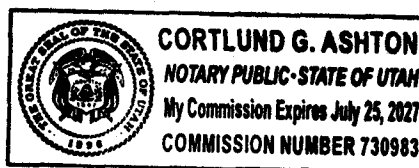
My Commission Expires: 7/25/27  
Residing at: DRAPER, UT

STATE OF UTAH )  
:SS.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 27 day of September, 2024 by Karen Evans.

Cortlund G. Ashton  
NOTARY PUBLIC

My Commission Expires: 7/25/27  
Residing at: DRAPER, UT



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EXHIBIT A Proposed Plat  
WARHORSE RANCH SUBDIVISION



EXHIBIT B  
Proposed description for lot 1A  
WARHORSE RANCH SUBDIVISION

## PROPOSED LOT 1A

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, SAID PARCEL BEING A PORTION OF THAT CERTAIN PARCEL CONVEYED BY QUIT CLAIM DEED RECORDED FEBRUARY 27, 1995, AS ENTRY NO. 6029215, IN BOOK 7107 AT PAGE 943, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID PARCEL BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NOORDA SUBDIVISION, AS RECORDED IN BOOK 2016P AT PAGE 133, IN THE OFFICE OF SAID COUNTY RECORDER, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE DRAPER CITY PARCEL CONVEYED BY WARRANTY DEED RECORDED SEPTEMBER 09, 1991, AS ENTRY NO. 5123414, IN BOOK 6354 AT PAGE 873, IN THE OFFICE OF SAID COUNTY RECORDER, SAID POINT BEING SOUTH 0°21'12" WEST 812.69 FEET (SOUTH 0°02'20" WEST 803.933 FEET BY DEED) ALONG THE SECTION LINE AND EAST 1669.55 FEET (1666.45 FEET BY DEED) TO SAID SOUTH LINE AND SOUTH 88°48'58" EAST 47.19 FEET (SOUTH 89°02'41" EAST BY DEED) ALONG SAID SOUTH LINE FROM THE NORTHWEST CORNER OF SAID SECTION 33, AND RUNNING THENCE SOUTH 88°48'58" EAST 182.24 FEET (SOUTH 89°02'41" EAST BY DEED) ALONG SAID SOUTH LINE; THENCE SOUTH 0°07'24" EAST 168.18 FEET TO A POINT ON THE NORTH LINE OF LOT A, SOMERSET RIDGE SUBDIVISION, AS RECORDED IN BOOK 2001P AT PAGE 145 IN THE OFFICE OF SAID COUNTY RECORDER; THENCE SOUTH 89°52'39" WEST 87.18 FEET ALONG SAID NORTH LINE TO THE SOUTHEAST CORNER OF SAID DRAPER CITY PARCEL; THENCE NORTHWESTERLY ALONG THE EAST LINE OF SAID DRAPER CITY PARCEL THE FOLLOWING 3 COURSES: 1) NORTH 34°56'18" WEST 100.34 FEET (SOUTH 35°10'00" EAST 92.06 FEET BY DEED) TO A POINT OF CURVATURE, 2) NORTHWESTERLY ALONG THE ARC OF A 100.00 FOOT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13°45'04" A DISTANCE OF 24.00 FEET, CHORD BEARS NORTH 28°03'48" WEST 23.94 FEET, 3) NORTH 21°11'16" WEST 73.73 FEET (SOUTH 21°25'00" EAST BY DEED) TO THE POINT OF BEGINNING.



EXHIBIT C  
Proposed Description for Lot 2A WARHORSE RANCH SUBDIVISION

PROPOSED LOT 2A, WARHORSE RANCH SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, SAID PARCEL BEING A PORTION OF THAT CERTAIN PARCEL CONVEYED BY QUIT CLAIM DEED RECORDED FEBRUARY 27, 1995, AS ENTRY NO. 6029215, IN BOOK 7107 AT PAGE 943, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID PARCEL BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

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