



**TRIDENT**  
TITLE INSURANCE AGENCY

Prepared By Trident Title Insurance  
Agency, LLC  
File #89658-20

After Recording Mail Tax Notice To:  
3481 North Wade Lane  
Lehi, UT 84043

ENT 196056 : 2021 PG 1 of 5  
**Andrea Allen**  
**Utah County Recorder**  
2021 Nov 22 02:59 PM FEE 40.00 BY IP  
RECORDED FOR Trident Title Insurance Agency, LLC  
ELECTRONICALLY RECORDED

Space Above This Line for Recorder's Use

**WARRANTY DEED**

Edge Homes Utah, LLC

GRANTOR (S) for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable consideration in hand paid by Marcella Louise Toronto and Juan Pablo Moreno Valencia, wife and husband as joint tenants.

GRANTEE(S), of 1639 North 3890 West, Lehi, UT 84043 hereby CONVEY AND WARRANT unto said GRANTEE(S), the following lands lying in Utah County, UT:

PROPERTY DESCRIPTION SET FORTH IN EXHIBIT "A", ATTACHED HERE TO AND MADE A PART HEREOF.

**TOGETHER WITH** all rights, privileges and appurtenances belonging or in anywise appertaining thereto, being subject, however, to easements, rights of way, restrictions, etc., of record or enforceable in law or equity and the express restrictions in Exhibit B, attached hereto.

**Tax Serial No. 38-664-2107**

RESERVING specifically unto Grantor (which rights are not transferred to Grantee): (i) all water and water rights of any and all kinds, including (without limitation) shares of stock in water companies, (ii) all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds, whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy, on, in, or under the above-described Property, and (iii) all subsurface rights of any and all kinds to the extent not included in subsection (ii) above; provided, however, in all events Grantor does not reserve the right (and shall not have the right) to use the Property or extract minerals or other substances from the Property above a depth of 250 feet, nor does Grantor reserve the right (nor shall Grantor have the right) to use the surface of the Property in connection with the rights reserved herein.

Witness our hands on November 18, 2021

Grantor:

Edge Homes Utah, LLC, a Utah Limited Liability Company

By: \_\_\_\_\_

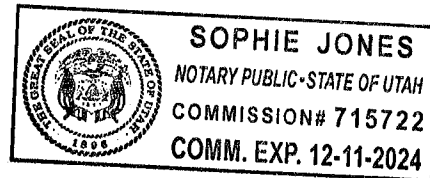
Gordon Jones, Manager

STATE OF UTAH  
COUNTY OF UTAH

On this 18 day of November, 2021, personally appeared Gordon Jones, whose identity is personally known to me or proved on the basis of satisfactory evidence and who by me duly sworn or affirm, did say he/she is Manager of Edge Homes Utah, LLC and said document was signed by him/her on behalf of said Limited Liability Company by Authority of its Bylaws or Resolution of its Board of Directors, and said Manager acknowledged to me said Limited Liability Company executed the same.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public



## EXHIBIT A

Property 1:

Lot T-2107, THE EXCHANGE IN LEHI PHASE 21, a Planned Unit Development, according to the official plat thereof, on file and of record in the office of the Utah County Recorder.

Together with: (a) The undivided ownership interest in said Project's Common Areas and Facilities which is appurtenant to said unit, (the referenced Declaration of Project providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said unit, and (c) The non-exclusive right to use and enjoy the Common Areas and Facilities included in said Project (as said project may hereafter be expanded) in accordance with the aforesaid Declaration and Survey Map (as said Declaration and Map may hereafter be amended or supplemented).

**Exhibit B****ONE YEAR RESALE RESTRICTION**

This deed is made and executed upon and subject to the following express conditions and covenants, said conditions and covenants being part of the consideration for the real property hereby conveyed are to be taken and construed as running with the land and upon the continued strict observance of which the continued existence of the estate hereby granted shall depend. By acceptance of this deed, the Grantee hereby binds itself and its successors or assigns to fully comply with the following restrictive conditions and covenants and acknowledges and agrees that the acceptance of each is material to the Grantors conveyance:

FIRST, Grantee agrees that for a period of one (1) year from the recording of this deed (the "Restriction Period"), Grantee will not advertise, list, offer for sale, convey title, or enter a contract to convey title to the property to anyone other than Grantor, whether by a formal listing or other means, without the written consent of Grantor, which consent may be withheld in Grantor's sole discretion.

SECOND, if Grantee does advertise, list, offer for sale, convey title, or enter a contract to convey title to the property within the Restriction Period, without the written consent of the Grantor, upon closing of any resulting sale or transfer, Grantee shall immediately pay to Grantor all amounts in excess of the purchase price for which Grantor has hereby conveyed the property to Grantee. By way of example only, if the purchase price of the property paid be Grantee to Grantor for this conveyance was \$100 and Grantee improperly offers, sells, or contracts to sell the property without the Grantor's consent and obtains a sales price of \$125, then Grantee shall immediately pay to Grantor the \$25 difference between the two purchase/sales prices.

THIRD, if any legal action is initiated to enforce this restriction, the party to such action who has breached or violated any of the foregoing restrictions shall pay to the non-breaching party all its attorneys' fees and costs, including relevant fees incurred prior to filing the legal action and in any appeal or bankruptcy proceedings. Under no circumstances shall a party who has not breached or violated the foregoing restrictions be liable for the attorney fees of another party.

FOURTH, any Grantee or Grantee representative that wishes to offer the property for sale back to the Grantor during the Restriction Period, or otherwise needing Grantor's consent to offer the property for sale, shall contact the Tyler LaMarr at the law firm of Miller Harrison LLC, by phone at 801-692-0799, or by mail at 5292 S. College Drive, Suite 304, Murray, UT 84123. All questions from third parties with respect to these deed restrictions should also be directed to Tyler LaMarr.

THE FOREGOING RESTRICTIONS SHALL AUTOMATICALLY TERMINATE UPON THE EXPIRATION OF ANY APPLICABLE REDEMPTION PERIOD AFTER THE SALE OF THE PROPERTY BY FORECLOSURE OF A DEED OF TRUST OR THE BENEFICIARY OF A DEED OF TRUST ACCEPTING A DEED-IN-LIEU OF FORECLOSURE. NOTHING HEREIN SHALL BE CONSTRUED AS TO IMPAIR A LENDER OR ITS SERVICER FROM

FORECLOSING ON THIS PROPERTY AND THE GRANTOR HERBY WAIVES ANY RIGHT TO OBTAIN PROCEEDS FROM ANY SALE SUBSEQUENT TO A FORECLOSURE SALE OR LENDER'S ACCEPTANCE OF A DEED-IN-LIEU OF FORECLOSURE.

WITNESS the hand of said Grantor, this NOV 18 2021 (date).

Edge Homes Utah, LLC, a Utah Limited Liability Company

By: [Signature]  
Gordon Jones, Manager

State of Utah )  
ss.  
County of Utah )

On the 18 day of NOV, 2021 personally appeared before me, Gordon Jones, who being by me duly sworn did say, each for himself, that they are the member/managers of Edge Homes Utah, LLC, a Limited Liability Company and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its articles of organization and each duly acknowledged to me that the said Limited Liability Company executed the same.

[Signature]  
Notary Public  
Commission Expires: 12/11/24  
Residing in: Vineyard



Acknowledged NOV 22 2021 by:

[Signature]  
Marcella Louise Toronto

[Signature]  
Juan Pablo Moreno Valencia