



When Recorded, Return To:
Cari Tagge
2974 Alvera Drive
Holladay, UT 84112

Kristin H. Morrison
6624 Juliet Way
Cottonwood Heights, UT 84121

E# 2652516 PG 1 OF 4
ERNEST D. ROWLEY, WEBER COUNTY RECORDER
26-Aug-13 0418 PM FEE \$17.00 DEP SY
REC FOR: SMITH HARTVIGSEN PLLC
ELECTRONICALLY RECORDED

Affected Parcels and Water Rights:

All of Lot 1, Red Cliff Subdivision, Weber County, Utah, Parcel ID No. 23-127-0001
All of Lot 2, Red Cliff Subdivision, Weber County, Utah, Parcel ID No. 23-127-0002
Water Right No. 35-5600
Water Right No. 35-5974 (E264)
Water Right No. 35-7391

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np

RIGHT OF FIRST REFUSAL AGREEMENT

This Right of First Refusal Agreement ("**Agreement**") is made and entered into by and between Kristin H. Morrison ("**Morrison**") and Cari Tagge ("**Tagge**"). Morrison and Tagge are sometimes referred to herein collectively as "**Parties**" or individually as "**Party**." The Effective Date of this Agreement shall be the latter of the dates appearing by the signatures of the Parties.

RECITALS

WHEREAS, Sharon F. Hansen conveyed to Kristin H. Morrison all of Lot 1, Red Cliff Subdivision, Weber County, Utah, Parcel ID No. 23-127-0001 ("**Morrison Parcel**"), and

WHEREAS, Sharon F. Hansen conveyed to Cari Tagge all of Lot 2, Red Cliff Subdivision, Weber County, Utah, Parcel ID No. 23-127-0002 ("**Tagge Parcel**"), and

WHEREAS, Sharon F. Hansen conveyed to Kristin H. Morrison 12.5% (0.875 acres of irrigation, 2.625 acre-feet) of Water Right No. 35-5600, 9.25% (13.875 acre-feet) of Water Right No. 35-5974 (E264), and 12.5% (12.5 acres of irrigation, 37.5 acre-feet) of Water Right No. 35-7391 ("**Morrison Water Rights**") for use on the Morrison Parcel, and

WHEREAS, Sharon F. Hansen conveyed to Cari Tagge 12.5% (0.875 acres of irrigation, 2.625 acre-feet) of Water Right No. 35-5600, 9.25% (13.875 acre-feet) of Water Right No. 35-5974 (E264), and 12.5% (12.5 acres of irrigation, 37.5 acre-feet) of Water Right No. 35-7391 ("**Tagge Water Rights**") for use on the Tagge Parcel, and

WHEREAS, the Parties desire to enter into this Agreement in order to grant reciprocal rights of first refusal regarding the Morrison Parcel, the Tagge Parcel, the Morrison Water Rights, and the Tagge Water Rights.

TERMS AND CONDITIONS

Now, therefore, and in consideration of the mutual promises, covenants, and warranties which appear below, and intending to be legally bound thereby, the Parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing RECITALS are incorporated herein and made a part hereof.

2. Morrison Right of First Refusal. For a period of 50 years following the Effective Date, Morrison and her heirs shall have a right of first refusal to purchase the Tagge Parcel and/or the Tagge Water Rights for the same price as any good faith, arms length offer that Tagge receives from a third party. If Tagge receives a good faith, arms-length offer from a third party, Tagge shall notify Morrison in writing of the offer, including the identity of the offeror and the offered price. Morrison shall have 20 days from receipt of the notice to decide whether to exercise the right of first refusal, and shall notify Tagge in writing of the decision. If Morrison does not provide written notice within the 20-day period, Morrison shall be deemed to have waived the right of first refusal. If Morrison elects to exercise the right of first refusal, Morrison shall have 180 days to close on the purchase of the Tagge Parcel and/or Tagge Water Rights. This 180-day period shall begin on the date of Morrison's written notice to Tagge of Morrison's election to exercise the right of first refusal. If Morrison does not close on the purchase of the Tagge Parcel and/or Tagge Water Rights within the 180-day period, Morrison's right to purchase the Tagge Parcel and/or Tagge Water Rights shall lapse. Both Parties agree to use their best efforts to ensure a timely closing.

3. Tagge Right of First Refusal. For a period of 50 years following the Effective Date, Tagge and her heirs shall have a right of first refusal to purchase the Morrison Parcel and/or the Morrison Water Rights for the same price as any good faith, arms length offer that Morrison receives from a third party. If Morrison receives a good faith, arms-length offer from a third party, Morrison shall notify Tagge in writing of the offer, including the identity of the offeror and the offered price. Tagge shall have 20 days from receipt of the notice to decide whether to exercise the right of first refusal, and shall notify Morrison in writing of the decision. If Tagge does not provide written notice within the 20-day period, Tagge shall be deemed to have waived the right of first refusal. If Tagge elects to exercise the right of first refusal, Tagge shall have 180 days to close on the purchase of the Morrison Parcel and/or Morrison Water Rights. This 180-day period shall begin on the date of Tagge's written notice to Morrison of Tagge's election to exercise the right of first refusal. If Tagge does not close on the purchase of the Morrison Parcel and/or Morrison Water Rights within the 180-day period, Tagge's right to purchase the Morrison Parcel and/or Morrison Water Rights shall lapse. Both Parties agree to use their best efforts to ensure a timely closing.

4. Binding Upon Heirs. The rights, duties, and obligations contained in this Agreement shall be binding upon and inure to the benefit of the heirs and successors of Morrison and Tagge. The rights of first refusal granted herein may not be conveyed or assigned to anyone other than the heirs of Morrison and Tagge.

5. Run With Land. This Agreement shall run with the land and is intended to burden the Morrison Parcel, the Tagge Parcel, the Morrison Water Rights, and the Tagge Water Rights.

6. Captions and Headings. The captions and headings appearing in this Agreement are for convenience only and shall in no way be deemed to define, limit, or extend the scope or intent of the paragraphs which they precede nor affect the manner in which any provision hereof is construed.

7. Construction. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender; all singular words shall include the plural; and all plural words shall include the singular, as the context may require. The language of this Agreement shall be construed as a whole, according to its fair meaning and intent. This Agreement has been prepared after extensive discussions between and among the Parties and the opportunity for each Party to review the Agreement with and obtain advice from their respective legal counsel. In construing this Agreement, the fact that one Party or the other may have drafted its various provisions shall not affect the interpretation of such provisions. Should any provision of this Agreement be held illegal or unenforceable, such illegality shall not invalidate the balance of this Agreement; instead the illegal/unenforceable provision(s) shall be stricken and the balance of the Agreement enforced accordingly.

8. Integration and Amendment. All understandings and agreements heretofore had or made between the Parties are merged in this Agreement and the attachments hereto, which alone fully and completely express their agreement relating to the subject matter hereof. This Agreement shall not be amended or modified, except by written agreement signed by all Parties hereto.

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Utah without application of any principles of choice of law.

10. Venue and Jurisdiction of Actions. Any action at law, suit in equity, or any other judicial proceeding for the enforcement of any provision of this Agreement shall be instituted only in the Second Judicial Court in and for Weber County, State of Utah. All Parties agree that the Second Judicial Court shall have exclusive jurisdiction over the enforcement or interpretation of this Agreement.

11. Attorney Fees. In the event any suit is brought to enforce or interpret any of the provisions of this Agreement, in addition to any damages which may be claimed, the prevailing Party shall be entitled to recover their costs and reasonable attorney fees incurred in connection with such action.

12. Time Is of the Essence. Time is of the essence for all matters set forth in this Agreement.

IN WITNESS WHEREOF, Morrison and Tagge have executed this Agreement as noted below:

Dated this 19 day of August, 2013

Kristin H. Morrison
Kristin H. Morrison

Dated this 23 day of August, 2013

Cari Tagge
Cari Tagge

In the County of Salt Lake, State of Utah, on this 19 day of Aug, 2013, a notary public, personally appeared Kristine Morrison, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Angela Dexter
Notary Signature and seal



In the County of SALT LAKE, State of Utah, on this 23rd day of August, 2013, a notary public, personally appeared Cari Tagge, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Ryan Jensen
Notary Signature and seal

