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5/4/2021 9:14:00 AM \$40.00
Book - 11168 Pg - 4807-4811
RASHELLE HOBBS
Recorder, Salt Lake County, UT
TRIDENT TITLE INSURANCE AGENCY
BY: eCASH, DEPUTY - EF 5 P.

When Recorded Mail to:

Suburban Land Reserve, Inc.
Attn: Dan McCay
51 S. Main Street, Suite 301
Salt Lake City, Utah 84111

Tax Parcel No. 26-27-226-003

COVENANT NOT TO SUE

THIS COVENANT NOT TO SUE (the "Notice") is executed this 2nd day of April, 2021 (the "Effective Date"), by EDGE HOMES Utah, LLC, a Utah limited liability company ("Edge Homes").

RECITALS:

A. Suburban Land Reserve, Inc. ("SLR"), a Utah corporation, and Edge Homes previously entered into that certain Real Property Purchase and Sale Agreement dated March 2, 2020 (the "Purchase Agreement"), wherein Edge Homes acquired from SLR fee simple title to approximately 36 acres of real property located in Salt Lake County, Utah (the "Edge Homes Property"), as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. Prior to SLR and Edge Homes entering into the Purchase Agreement for the purchase and sale of the Real Property, SLR and Kennecott Utah Copper LLC, a Utah limited liability company ("Kennecott"), previously entered into that certain Real Property Purchase, Sale and Exchange Agreement dated June 20, 2011, as amended from time to time (collectively, the "Exchange Agreement"), whereby Kennecott agreed to transfer certain real property located in Salt Lake County, Utah, as more fully described on Exhibit B, attached hereto and incorporated herein by this reference (the "Kennecott Property"), to SLR in exchange for a portion of certain real property located in Salt Lake County, Utah. The Edge Homes Property was previously part of the Kennecott Property.

C. Section 8.5 of the Exchange Agreement requires the successors and assigns of SLR and any and all future owners of any portion of the Kennecott Property to agree to the following (the "Release Condition"):

With respect to the Kennecott Property, SLR covenants for itself and all of its respective affiliates and parent companies, and all successors and assigns of each of the foregoing, to (A) release Kennecott Copper Utah LLC, a Utah limited liability company ("Kennecott"), and all of its affiliates, parent companies, or any or all employees, agents, representatives, officers, directors, members, managers, and/or contractors of each of the foregoing (collectively, the "Kennecott Released Parties"), from any and all claims, (B) not to encourage, urge, or bring suit against the Kennecott Released Parties, (C) not hold the Kennecott Released Parties liable, cause any suit to be brought against the Kennecott Released Parties, or cause the Kennecott Released Parties to be liable for any environmental contamination, issues, or remediation of any kind whatsoever (or from any liability of any kind arising from any of the foregoing), and (D) cause any and all future owners of the Property to provide this same release to the Kennecott Released Parties.

D. In satisfaction of the requirement set forth in the Release Condition in Section 8.5 of the Exchange Agreement, Edge Homes desires to record this Notice against the Property as covenant and restriction to run with the land as follows:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Covenants to Run With Land. This Notice is intended to and shall run with the land described herein and, as applicable, the Edge Homes Property shall be burdened and benefitted by this Notice, it being Edge Homes' specific intent that any amendment to this Notice shall not amend, alter, or otherwise subordinate the priority of this Notice in relation to any notice, lien, agreement, document, or any encumbrance against title to the Edge Homes Property recorded after this Notice. Any amendment to this Notice shall be executed by Edge Homes, SLR, and Kennecott, or their respective successors and assigns.

2. Edge Homes Covenant Not to Sue. With respect to the Kennecott Property, Edge Homes covenants for itself and all of its respective affiliates and parent companies, and all successors and assigns of each of the foregoing, to (A) release Kennecott Copper Utah LLC, a Utah limited liability company ("**Kennecott**"), and all of its affiliates, parent companies, or any or all employees, agents, representatives, officers, directors, members, managers, and/or contractors of each of the foregoing (collectively, the "**Kennecott Released Parties**"), from any and all claims, (B) not to encourage, urge, or bring suit against the Kennecott Released Parties, (C) not hold the Kennecott Released Parties liable, cause any suit to be brought against the Kennecott Released Parties, or cause the Kennecott Released Parties to be liable for any environmental contamination, issues, or remediation of any kind whatsoever (or from any liability of any kind arising from any of the foregoing), and (D) cause any and all future owners of the Property to provide this same release to the Kennecott Released Parties.

3. Successors and Assigns Covenant Not to Sue. By acquiring fee simple title to any portion of the Edge Homes Property (such property owner referred to herein as an "**Owner**"), each Owner with respect to the Kennecott Property, for itself and all of its respective affiliates and parent companies, and all successors and assigns of each of the foregoing, to (A) release Kennecott Copper Utah LLC, a Utah limited liability company ("**Kennecott**"), and all of its affiliates, parent companies, or any or all employees, agents, representatives, officers, directors, members, managers, and/or contractors of each of the foregoing (collectively, the "**Kennecott Released Parties**"), from any and all claims, (B) not to encourage, urge, or bring suit against the Kennecott Released Parties, (C) not hold the Kennecott Released Parties liable, cause any suit to be brought against the Kennecott Released Parties, or cause the Kennecott Released Parties to be liable for any environmental contamination, issues, or remediation of any kind whatsoever (or from any liability of any kind arising from any of the foregoing), and (D) cause any and all future owners of the Property to provide this same release to the Kennecott Released Parties.

4. Authorization. The individual executing this Agreement represents and warrants that said individual has been duly authorized to execute and deliver this Agreement in his/her authorized capacity.

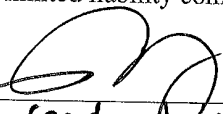
5. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Edge Homes and the Owners, and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

6. Remedies. Notwithstanding any term or condition of this Agreement, it is agreed and understood that, in the event Edge Homes violates any provision of this Agreement and/or fails to perform its obligations under this Agreement, SLR shall be entitled to exercise any or all remedies at law or in equity, including, without limitation, appropriate injunctive relief, suit for damages and/or other alternative relief.

IN WITNESS WHEREOF, the Edge Homes has executed this Notice to be effective the date of recording in the Official Records of the Salt Lake County Recorder.

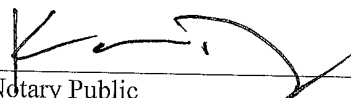
EDGE HOMES:

EDGE HOMES UTAH LLC,
a Utah limited liability company

By: 
Name: Gordon Jones
Its: Manager

STATE OF Utah)
COUNTY OF Salt Lake; ss.

On this 29 day of April, 2021, before me personally appeared Gordon Jones, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the Manager of EDGE HOMES UTAH, LLC, a Utah limited liability company and that the foregoing document was signed by him on behalf of said limited liability company in his capacity as Manager.


Notary Public

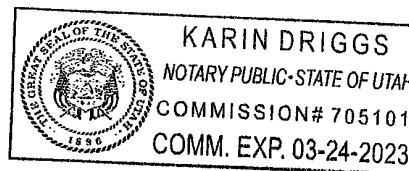


EXHIBIT A

Legal Description of the Property

LEGAL DESCRIPTION
PREPARED FOR
THE GATHERING AT CREEK RIDGE
HERRIMAN CITY, UTAH
(Revised April 5, 2021)
19-0381

SUBDIVISION AREA DESCRIPTION

A parcel of land located in the SE1/4 of Section 27, T3S, R2W, Salt Lake Base & Meridian more particularly described as follows:

Beginning at a point located at a point located N00°00'23"W 1,214.91 feet along the Section line and West 398.69 feet from the Southeast Corner of said Section 27; and running thence along the Northerly boundary of Herriman Boulevard as set forth by the recorded plats of Creek Ridge Estates Subdivision Phase 1, Phase 3 and Creek Ridge West Backbone Subdivision on file at the Office of the Salt Lake County Recorder S89°55'19"W 2,180.92 feet; thence N00°04'41"W 192.02 feet; thence N08°41'15"E 157.21 feet; thence N47°50'26"E 96.57 feet; thence N62°32'06"E 641.84 feet; thence Northeasterly along the arc of a non-tangent curve to the right having a radius of 1,110.76 feet (radius bears: S26°10'57"E) a distance of 30.25 feet through a central angle of 01°33'38" Chord: N64°35'52"E 30.25 feet to a point of compound curvature; thence along the arc of a curve to the right with a radius of 690.39 feet a distance of 116.75 feet through a central angle of 09°41'20" Chord: N70°13'21"E 116.61 feet; thence N75°04'01"E 170.89 feet; thence Easterly along the arc of a non-tangent curve to the right having a radius of 402.10 feet (radius bears: S15°01'59"E) a distance of 35.34 feet through a central angle of 05°02'06" Chord: N77°29'04"E 35.32 feet to a point of compound curvature; thence along the arc of a curve to the right with a radius of 2,060.73 feet a distance of 134.02 feet through a central angle of 03°43'35" Chord: N81°51'54"E 134.00 feet; thence N83°43'42"E 71.83 feet; thence Northeasterly along the arc of a non-tangent curve to the left having a radius of 74.34 feet (radius bears: N01°28'05"E) a distance of 82.84 feet through a central angle of 63°50'58" Chord: N59°32'36"E 78.62 feet; thence N14°07'04"E 16.74 feet; thence N89°59'58"E 372.06 feet; thence S73°42'11"E 192.97 feet; thence S77°40'42"E 261.93 feet; thence S00°00'15"E 445.00 feet; thence N89°59'48"E 90.54 feet; thence S00°00'17"E 337.28 feet to the point of beginning.

Cred by JJB 06 April 2021

Contains: 36.05 acres +/-



EXHIBIT B

Legal Description of the Kennecott Property

SLR/KENNECOTT ALTA/ACSM LAND TITLE SURVEY

HERRIMAN PARCEL SURVEYED DESCRIPTION

That Portion of Section 27 Township 3 South, Range 2 West, Salt Lake Base and Meridian Described as Follows:

Beginning at a point located South 0°15'06" West along the Section Line 33.00 feet from the Northeast corner of Section 27, Township 3 South, Range 2 West, Salt Lake Base and Meridian; thence South 0°15'06" West along said Section Line 2493.17 feet; thence along that real property recorded at Entry No. 8110216:2002 in the office of the Salt Lake County Recorder the following three (3) courses: North 89°31'10" West 120.00 feet; thence South 0°15'06" West 120.00 feet; thence South 0°15'15" West 2650.05 feet to a point on the South line of Section 27 with said point being North 89°30'25" West along the Section Line 120.10 feet from the Southeast corner of Section 27; thence North 89°30'25" West along the Section Line 2544.00 feet to the South Quarter Corner of Section 27; thence North 0°27'57" East along the Center Section Line 1324.55 feet; thence North 89°30'58" West along the North Line of the South half of the Southwest Quarter of Section 27, 238.48 feet; North 40°40'58" East 299.39 feet; thence North 61°18'00" East 314.12 feet; thence North 63°11'03" East 636.04 feet; thence North 75°28'26" East 311.68 feet; thence North 84°42'17" East 199.43 feet; thence North 1090.24 feet, thence West 234.19 feet; thence North 104.76 feet; thence West 611.03 feet; thence North 60°00'00" West 130.14 feet; thence North 246.82 feet; thence West 324.35 feet; thence South 60°00'00" West 207.64 feet; thence West 97.31 feet; thence North 60°00'00" West 94.02 feet; thence West 39.59 feet; thence South 60°00'00" West 367.50 feet; thence West 122.60 feet, thence North 45°00'00" West 291.25 feet; thence North 17°19'10" East 345.48 feet; thence North 13°53'34" East 1127.69 feet; thence East 833.37 feet, thence North 277.35 feet to a point on the South Right-Of-Way Line of 11800 South Street; thence South 89°29'59" East parallel to and 33.00 feet South the North Line Section 27, 2496.55 feet to the Point of Beginning.

ck by JLD 19 June 2012

Contains 300.00 Acres

