

Recording Requested By and Mail to:

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

Tax Parcel Nos.:  
35:840:0268, 35:840:0269, 35:840:0270  
35:840:0271, 35:840:0272, 35:840:0273  
35:840:0274, and 35:840:0275  
NCS-1122439BPA-jt

(space above for recorder's use only)

### MEMORANDUM OF RIGHT OF FIRST REFUSAL

This MEMORANDUM OF RIGHT OF FIRST REFUSAL (this “**Memorandum**”) is made as of the 1<sup>st</sup> day of March, 2024 (the “**Effective Date**”), by DESTINATION CONSTRUCTION, LLC, a Utah limited liability company (“**Grantor**”), and SUBURBAN LAND RESERVE, INC., a Utah corporation (“**Grantee**”).

### RECITALS

A. Grantor is the owner of certain real property in Saratoga Springs, Utah County, Utah, as more fully described in Exhibit A attached hereto (the “**Property**”).

B. Grantor and Grantee have entered into that certain Purchase and Sale Agreement with an Effective Date of November 21, 2023, as amended from time to time (collectively, the “**Agreement**”), by which Grantor has granted to Grantee certain rights to purchase the Property as more fully set forth in the Agreement (the “**Purchase Rights**”).

C. The parties have agreed to record this Memorandum to provide record notice of the Purchase Rights.

### MEMORANDUM AND NOTICES

1. **Notice of Rights.** The parties hereby provide record notice of Grantee’s Purchase Rights. The Purchase Rights include a Right of First Refusal given by Grantor to Grantee commencing on the Effective Date of this Memorandum. This Memorandum, and Grantee’s Purchase Rights described in the Agreement, shall automatically terminate upon the issuance of a certificate of occupancy for the Property by the City of Saratoga Springs, or other municipality having jurisdiction over the Property. All terms, provisions and conditions of Grantor’s Purchase Rights are more fully set forth in the Agreement. This Memorandum is neither intended to, nor shall alter, modify, or otherwise change the Purchase Rights set forth in the Agreement. In the event of any conflict between the terms of this Memorandum and the Agreement, the Agreement shall control.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this to be effective as of the date of its recording.

**GRANTEE:**

SUBURBAN LAND RESERVE, INC.,  
a Utah corporation

By: *[Signature]*

Name: Tyler L. Buswell *TLB*

Its: President

**GRANTOR:**

DESTINATION CONSTRUCTION, LLC,  
a Utah limited liability company

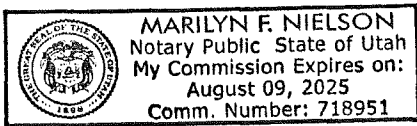
By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

On this 1 day of March, 2024, before me personally appeared Tyler L. Buswell, 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 President of SUBURBAN LAND RESERVE, INC., a Utah corporation, and that the foregoing document was signed by him on behalf of said corporation in his capacity as President.



*Marilyn F. Nielson*  
Notary Public

STATE OF \_\_\_\_\_        )  
  : ss.  
COUNTY OF \_\_\_\_\_    )

On this \_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_, 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 \_\_\_\_\_ of DESTINATION CONSTRUCTION, LLC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of said company in his capacity as \_\_\_\_\_.

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

IN WITNESS WHEREOF, the parties hereto have executed this to be effective as of the date of its recording.

**GRANTEE:**

**GRANTOR:**

SUBURBAN LAND RESERVE, INC.,  
a Utah corporation

DESTINATION CONSTRUCTION, LLC,  
a Utah limited liability company

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

By: [Signature]

Name: Tyler L. Buswell

Name: Veronica Palmer

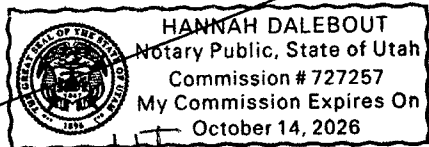
Its: President

Its: LFD

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

On this 1 day of March, 2024, before me personally appeared ~~Tyler L. Buswell~~, 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 President of SUBURBAN LAND RESERVE, INC., a Utah corporation, and that the foregoing document was signed by him on behalf of said corporation in his capacity as President. ~~N/A~~

[Signature]  
Notary Public



STATE OF UT                 )  
   : ss.  
COUNTY OF Salt Lake        )

On this 1 day of March, 2024, before me personally appeared Tyler L. Buswell, 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 \_\_\_\_\_ of DESTINATION CONSTRUCTION, LLC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of said company in his capacity as President.

[Signature]  
Notary Public

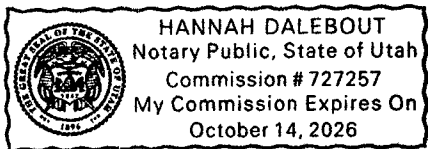


Exhibit A

(Real Property)

Lots 268, 269, 270, 271, 272, 273, 274, and 275 of Beacon Pointe Village 2 Subdivision recorded on December 21, 2023, as Entry No. 82644:2023, Map 16979, in the Official Records of the Utah County Recorder's Office.