

WHEN RECORDED MAIL TO:

D.R. Horton, Inc.  
12351 South Gateway Park Place, Suite D-100  
Draper, UT 84020  
Attn: Boyd Martin, Division President

Ent 551341 Bk 1491 Pg 1760 - 1763  
MARCY M. MURRAY, Recorder  
WASATCH COUNTY CORPORATION  
2024 Oct 16 03:55PM Fee: \$40.00 CO  
For: Cottonwood Title Insurance Agency, In  
ELECTRONICALLY RECORDED

Above space for recorder's use

Tax Id No.: 00-0013-3335, 00-0013-3327, 00-0021-9071  
00-0020-0510 and 00-0007-8944  
00-0021-9071

### MEMORANDUM OF CONTRACT OF SALE

THIS MEMORANDUM OF CONTRACT OF SALE ("Memorandum") is made as of October 15, 2024, between **GRNOBL Fitzgerald Farm Owner, LLC**, a Utah limited liability company ("Seller"), and **D.R. HORTON, INC.**, a Delaware corporation ("Buyer"), who agree as follows:

#### **RECITALS**

A. Seller has the contractual right to purchase and acquire approximately 16.364 acres of real property situated in Wasatch County (the "County"), Utah, which is more particularly described in Exhibit 1 ("Property") attached hereto and incorporated herein by this reference.

B. Seller and Buyer have entered into that certain Real Estate Purchase Contract for Land and Addendum No. 1 thereto dated February 14, 2024 (collectively, the "Contract"), with respect to the sale of the Property, upon and subject to the provisions and conditions set forth in the Contract. The Contract is incorporated in this Memorandum by this reference.

#### **AGREEMENT**

1. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property, upon and subject to the provisions and conditions set forth in the Contract, as the same may be amended from time to time.

2. This Memorandum is being recorded to provide notice to any and all persons or entities claiming or asserting an interest in the Property of the rights and obligations of the parties to the Contract and is not intended to modify or change the provisions of the Contract. To the extent of any inconsistency between the Contract and this Memorandum, the Contract shall control.

3. This Memorandum shall inure to the benefit of and shall be binding upon Buyer and Seller and their respective successors and assigns.

**SELLER:**

**GRNOBL FITZGERALD FARM OWNER, LLC**

a Utah limited liability company

By: GRNOBL Fitzgerald Farm, LLC,

a Utah limited liability company

Its: Manager

By: Grnobl GP III, LLC,

a Utah limited liability company

Its: Manager

By: AJ Green

Name: AJ Green

Title: Manager

Date of Execution: July 25, 2024

**BUYER:**

**D.R. HORTON, INC.,**

a Delaware corporation

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

Name: Jonathan S. Thornley

Title: Division CFO

Date of Execution: July \_\_\_\_\_, 2024

STATE OF UTAH

)

: ss.

COUNTY OF DAVIS

)

The foregoing instrument was acknowledged before me this 25 day of July, 2024, by Aric James Green as the Manager of Grnobl GP I, LLC a Utah limited liability company, the Manager of GRNOBL Fitzgerald Farm Owner, LLC, a Utah limited liability company, for and in behalf of such limited liability company.



Katie Hanson

NOTARY PUBLIC

EXP 8-8-2021

STATE OF UTAH

)

: ss.

COUNTY OF SALT LAKE

)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of July, 2024, by Jonathan S. Thornley as the Division CFO of D.R. Horton, Inc., a Delaware corporation.

NOTARY PUBLIC

**SELLER:**

**GRNOBL FITZGERALD FARM OWNER, LLC**

a Utah limited liability company

By: GRNOBL Fitzgerald Farm, LLC,  
a Utah limited liability company

Its: Manager

By: Grnobl GP III, LLC,  
a Utah limited liability company

Its: Manager

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

Name: AJ Green

Title: Manager

Date of Execution: July \_\_\_\_\_, 2024

**BUYER:**

**D.R. HORTON, INC.,**

a Delaware corporation

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

Name: Jonathan S. Thornley

Title: Division CFO

Date of Execution: July 23, 2024

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

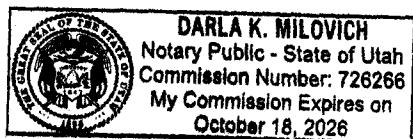
The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2024, by Aric James Green as the Manager of Grnobl GP I, LLC a Utah limited liability company, the Manager of GRNOBL Fitzgerald Farm Owner, LLC, a Utah limited liability company, for and in behalf of such limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this 23 day of July, 2024, by Jonathan S. Thornley as the Division CFO of D.R. Horton, Inc., a Delaware corporation.

  
\_\_\_\_\_  
NOTARY PUBLIC



**EXHIBIT 1**  
**TO MEMORANDUM OF CONTRACT OF SALE**

**LEGAL DESCRIPTION OF THE PROPERTY**

A parcel of land situate in the Northwest Quarter of Section 29, Township 3 South, Range 5 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being South 00°41'38" East 1,255.60 feet along the quarter section line from the South Quarter Corner of Section 20, Township 3 South, Range 5 East, Salt Lake Base and Meridian; and running thence South 00°41'38" East 427.16 feet; thence South 89°15'44" West 902.37 feet; thence North 00°43'47" West 326.38 feet; thence North 66°34'02" East 129.65 feet; thence North 62°30'49" East 267.14 feet; thence Northwesterly 87.04 feet along the arc of a 1,964.50 foot radius curve to the left (center bears South 83°23'56" West and the chord bears North 07°52'13" West 87.03 feet with a central angle of 02°32'19"); thence South 62°28'41" West 253.27 feet; thence Northwesterly 405.60 feet along the arc of a 1,726.00 foot radius curve to the left (center bears South 83°30'47" West and the chord bears North 13°13'09" West 404.67 feet with a central angle of 13°27'51"); thence North 19°57'04" West 177.99 feet; thence Northwesterly 57.97 feet along the arc of a 132.00 foot radius curve to the left (center bears South 70°02'56" West and the chord bears North 32°31'59" West 57.51 feet with a central angle of 25°09'52"); thence North 45°06'53" West 39.23 feet; thence Northeasterly 132.06 feet along the arc of a 384.00 foot radius curve to the left (center bears North 43°37'21" West and the chord bears North 36°31'32" East 131.41 feet with a central angle of 19°42'15"); thence North 26°40'24" East 110.76 feet; thence Northeasterly 85.09 feet along the arc of a 316.00 foot radius curve to the right (center bears South 63°19'36" East and the chord bears North 34°23'14" East 84.83 feet with a central angle of 15°25'40"); thence Southeasterly 30.98 feet along the arc of a 18.00 foot radius curve to the left (center bears South 47°53'56" East and the chord bears South 07°12'40" East 27.30 feet with a central angle of 98°37'28"); thence Southeasterly 277.98 feet along the arc of a 435.50 foot radius curve to the right (center bears South 33°28'36" West and the chord bears South 38°14'14" East 273.29 feet with a central angle of 36°34'20"); thence South 19°57'04" East 181.74 feet; thence Southeasterly 447.13 feet along the arc of a 2,035.50 foot radius curve to the right (center bears South 70°03'09" West and the chord bears South 13°39'29" East 446.23 feet with a central angle of 12°35'09"); thence North 62°30'49" East 414.30 feet; thence South 20°56'58" East 309.11 feet to the point of beginning.