



ENT58038:2017 PG 1 of 2  
Jeffery Smith  
Utah County Recorder  
2017 Jun 15 03:15 PM FEE 13.00 BY SW  
RECORDED FOR Select Title Insurance Agency  
ELECTRONICALLY RECORDED

File No. 10800A-MC

Parcel ID# 12:056:0110, 12:056:0111, 12:056:0126

## Warranty Deed

(Trust)

Jeffrey Lynn Mitchell and Peggy Ann Newman, trustees, and any successor trustees, of The Marriner Mitchell Family Revocable Trust, dated July 31, 1984, Grantor,  
Of American Fork, County of Utah, State of Utah, hereby convey and warrant to

Autumn Valley Land, LC, Grantee,  
of 11038 North Highland Blvd, Suite 100 Highland, UT 84003 for the sum of **Ten Dollars (\$10.00)** and other good and valuable consideration, the following described tract of land in Utah County, State of Utah:

**\*See Attached Exhibit "A"**

Subject to easements, restrictions, reservations, and rights of way of record and general property taxes for the year 2017, and thereafter.

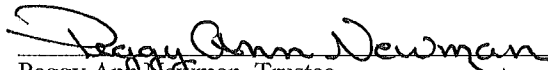
Together with all appurtenances, rights, and privileges thereunto belonging.

The person signing this deed hereby certifies that this deed, and the transfer represented thereby, is duly authorized under the Trust Agreement governing the Trust.

Witness the hand of the Grantor, June 13, 2017.

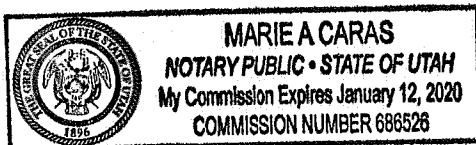
**The Marriner Mitchell Family Revocable Trust,  
Dated July 31, 1984.**

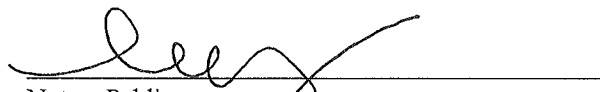
  
Jeffrey Lynn Mitchell, Trustee

  
Peggy Ann Newman, Trustee

State of Utah )  
                                  §  
County of Utah )

On June 13, 2017, personally appeared before me Jeffrey Lynn Mitchell and Peggy Ann Newman, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she/they is/are the Trustee(s) of The Marriner Mitchell Family Revocable Trust, dated July 31, 1984, and that said document was signed by Authority pursuant to the Trust Agreement; that said Trust is in full force and effect; that as Trustee(s), they have full authority to act in behalf of said Trust and acknowledged to me that he/she/they executed the same.



  
Notary Public

**Exhibit "A"**

(Phase 3 and 4 Boundary)

A parcel of land being part of an entire tract of property, situate in the Northwest Quarter of the Northeast Quarter of Section 15, Township 5 South, Range 1 East, Salt Lake Base and Meridian, the boundaries of said parcel of land are described as follows:

Beginning at a point in which point is North 292.16 feet and East 43.74 feet from the Northwest corner of the Northeast quarter of said Section 15, and running thence N 00°10'58" W 328.66 feet; thence N 00°29'57" E 156.96 feet; thence S 88°42'39" E 445.88 feet; thence N 02°37'21" W 986.90 feet; thence N 84°23'53" E 165.65 feet; thence N 88°01'00" E 291.09 feet; thence S 11°17'41" W 90.03 feet; thence S 15°22'00" E 233.85 feet; thence S 16°12'28" E 212.05 feet; thence S 02°41'19" W 120.13 feet; thence N 89°59'59" W 276.69 feet; thence S 03°13'01" E 136.12 feet; thence 58.46 feet along the arc of a 68.00 foot radius curve to the right (chord to said arc bears N 63°51'12" W 56.68 feet); thence S 50°46'36" W 74.46 feet; thence 175.80 feet along the arc of a 332.00 foot radius curve to the left (chord to said arc bears S 20°50'40" W 173.75 feet); thence S 01°00'51" E 91.75 feet; thence S 03°13'01" E 33.95 feet; thence 26.21 feet along the arc of a 468.00 foot radius curve to the left (chord to said arc bears S 01°36'46" E 26.20 feet); thence S 00°00'30" W 46.17 feet; thence N 88°42'39" W 105.03 feet; thence S 00°00'30" E 304.08 feet; thence N 88°42'39" W 209.63 feet; thence S 61°39'52" W 72.59 feet; thence S 89°49'02" W 141.00 feet to the point of beginning.

**RESERVING UNTO GRANTOR** and its successors and assigns, all right, title and interest in and to and the Grantor's exclusive option and right to purchase one lot in the Mitchell Farms Subdivision, after the plat on which such lot is situated is recorded, from either the Property conveyed to Grantee hereunder or the adjacent property conveyed simultaneously herewith by Grantor to Sunset Mountain Properties Limited Partnership; said purchase option to be on and subject to the terms contained in Section 2.d of that certain Real Estate Sales Contract, dated the 12<sup>th</sup> day of June, 2017, between the Grantor and the Grantee. Said option and the terms of Section 2.d shall expressly survive the conveyance of the Property to Grantee made hereunder, for the term described in said Real Estate Sales Contract. Pursuant to the reservation made hereunder, Grantor may, but shall not be required to, exercise its option right to purchase Lot #59, as identified in the subdivision concept plat preliminarily approved by American Fork City on May 9, 2017 ("Preliminary Plat"), but only after the Preliminary Plat has been recorded. In the event all or part of the said Lot #59 is not created as shown on the said Preliminary Plat, then Grantor reserves to itself and shall have the option to purchase another lot within the Preliminary Plat or other plat within the subdivision, but only after the plat on which such lot is situated has been recorded. Such other lot shall closely approximate the size and location of said Lot #59. Grantor acknowledges and agrees it may not and shall not exercise its option to acquire a lot unless and until the plat on which the lot is situated has been recorded. Notwithstanding the terms of the Real Estate Sales Contract, and for clarification purposes, Grantor acknowledges that if the Grantee has not sufficiently entitled the Property and recorded the plat to create Lot #59 (or other lot selected by Grantor), so that by such failure to entitle and record the plat Grantee is not able to sell and deed the lot to Grantor, and Grantor is not able to acquire such lot from Grantee and build a home thereon, and such failure shall continue for five (5) years from the date of the recording of this Deed, then Grantor reserves to itself and shall have the right, in lieu of exercising its option to purchase a lot, to elect to receive a cash payment in an amount equal to the value of Lot #59 or other comparable lot, as described in the Real Estate Sales Contract. **Except as to Lot #59 only, Grantee may sell or convey any lot within the subdivision without obtaining from Grantor a release of such lot from the reservation made by Grantor under this provision.**