

Entry #: 609214

10/03/2024 03:34 PM AGREEMENT

Page: 1 of 7

FEE: \$40.00 BY: COTTONWOOD TITLE INSURANCE AGENCY

Jerry Houghton, Tooele County, Recorder

WHEN RECORDED MAIL TO:

D.R. Horton, Inc.,
12351 S. Gateway Park Place #D100
Draper, UT 84020
Attn: Ro Hartshorn

File No.: 182855-DMP

MEMORANDUM OF AGREEMENT

In Reference to Tax ID Number(s):

02-123-0-0048, 02-123-0-0028, 02-123-0-0040, 02-123-0-0044, 02-123-0-0045 and 02-125-0-0037

When recorded mail to:
D.R. Horton, Inc.
12351 S. Gateway Park Place, #D100
Draper, UT 84020
Attn: Rob Hartshorn

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“**Memorandum**”) is made as of the 2nd day of October, 2024, between JD XXVIII, LLC, a Utah limited liability company, (“**Seller**”), and D.R. Horton, Inc., a Delaware corporation (“**Horton**”), who agree as follows:

RECITALS

A. Seller is the owner of certain real property in Tooele County, Utah, which is more particularly described in **Exhibit 1** (“**Property**”).

B. Seller and Horton have entered into that certain Purchase and Sale Agreement dated for reference September 20, 2024 (“**Contract**”), with respect to the sale of the Property. The Contract is incorporated in this Memorandum by this reference.

AGREEMENT

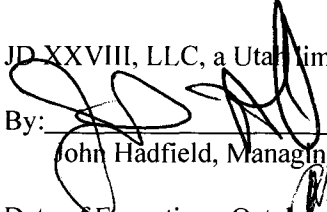
1. Seller has agreed to sell to Horton, and Horton has agreed to purchase from Seller, the Property, upon and subject to the provisions and conditions set forth in the Contract, as the same may be amended from time to time.

2. This Memorandum is being recorded to provide notice to any and all subsequent interests in the Property of the rights and obligations of the parties to the Contract. All subsequent interests in the Property shall take subject to the Contract. This Memorandum 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 may be executed in counterparts. This Memorandum shall inure to the benefit of and shall be binding upon Horton and Seller and their respective successors and assigns.

SELLER:

JD XXVIII, LLC, a Utah limited liability company

By: 
John Hadfield, Managing Member

Date of Execution: October 21, 2024

HORTON:

D.R. Horton, Inc., a Delaware corporation

By: _____
Jonathan S. Thornley, Division CFO

Date of Execution: October 2, 2024

When recorded mail to:
D.R. Horton, Inc.
12351 S. Gateway Park Place, #D100
Draper, UT 84020
Attn: Rob Hartshorn

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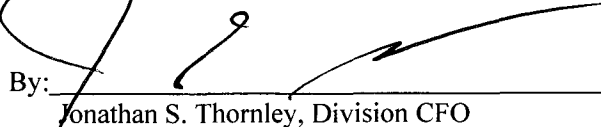
JD XXVIII, LLC, a Utah limited liability company

By: _____
John Hadfield, Managing Member

Date of Execution: October ____, 2024

HORTON:

D.R. Horton, Inc., a Delaware corporation

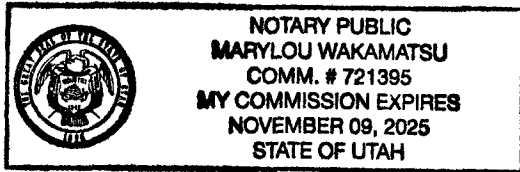
By:  _____
Jonathan S. Thornley, Division CFO

Date of Execution: October 2, 2024

STATE OF UTAH)
 Utah §
COUNTY OF ~~SALT LAKE~~)

On this day of October, in the year 2024, personally appeared before me John Hadfield whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me affirmed, did say that he is the Manager of JD XXVIII, LLC, a Utah limited liability company, and that said document was signed by him in behalf of said limited liability company by Authority of its Operating Agreement, and said John Hadfield acknowledged to me that said limited liability company executed the same.

Witness my hand and official seal.



Marylou Wakamatsu

NOTARY PUBLIC

STATE OF UTAH)
 §
COUNTY OF SALT LAKE)

On this day of October, in the year 2024, personally appeared before me Jonathan S. Thornley whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me affirmed, did say that he is the Division CFO of D.R. Horton, Inc., a Delaware corporation, and that said document was signed by him in behalf of said corporation by Authority of its Corporate Resolutions, and said Jonathan S. Thornley acknowledged to me that said corporation executed the same.

Witness my hand and official seal.

NOTARY PUBLIC

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On this _____ day of October, in the year 2024, personally appeared before me John Hadfield whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me affirmed, did say that he is the Manager of JD XXVIII, LLC, a Utah limited liability company, and that said document was signed by him in behalf of said limited liability company by Authority of its Operating Agreement, and said John Hadfield acknowledged to me that said limited liability company executed the same.

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NOTARY PUBLIC

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Witness my hand and official seal.



NOTARY PUBLIC

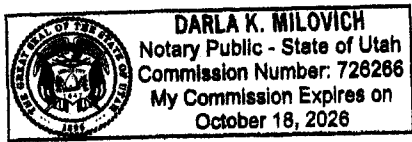


Exhibit A

Real Property Located in Tooele County, State of Utah, described as:

PARCEL 1:

BEGINNING AT A POINT WHICH IS NORTH 89°53'05" EAST 606.70 FEET AND NORTH 884.60 FEET FROM THE WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE NORTH 52°00'26" WEST 84.00 FEET; THENCE SOUTH 37°59'34" WEST 121.70 FEET; THENCE 359.39 FEET ALONG THE ARC OF A 542.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 18°59'50" WEST 352.84 FEET) TO A POINT ON THE EAST BOUNDARY OF OVERPASS POINT SUBDIVISION, ON FILE WITH THE TOOELE COUNTY RECORDER AS ENTRY 112891 IN BOOK 510 NUMBER 620; THENCE NORTH 00°00'05" EAST ALONG SAID BOUNDARY A DISTANCE OF 908.68 FEET; THENCE SOUTH 87°50'06" EAST ALONG SAID BOUNDARY A DISTANCE OF 213.88 FEET TO THE BOUNDARY OF WESTERN ACRES TOWNHOMES PHASE 2A, ON FILE WITH THE TOOELE COUNTY RECORDER AS ENTRY 592540; THENCE NORTH 02°09'54" EAST ALONG SAID BOUNDARY A DISTANCE OF 80.91 FEET; THENCE SOUTH 87°17'11" EAST 79.23 FEET; THENCE SOUTH 02°37'24" WEST 62.60 FEET; THENCE SOUTH 52°00'35" EAST 125.52 FEET; THENCE NORTH 37°59'34" EAST 102.23 FEET; THENCE NORTHEASTERLY 53.41 FEET ALONG THE ARC OF A 34.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 82°59'34" EAST 48.08 FEET) TO A POINT ON THE BOUNDARY OF WESTERN ACRES TOWNHOMES PHASE 1, ON FILE WITH THE TOOELE COUNTY RECORDER AS ENTRY 581587; THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) COURSES: 1) SOUTH 52°00'26" EAST 29.00 FEET; 2) SOUTHEASTERLY 46.06 FEET ALONG THE ARC OF A 29.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 06°31'03" EAST 41.37 FEET); 3) SOUTH 52°00'26" EAST 8.00 FEET; THENCE SOUTH 37°56'00" WEST 7.50 FEET; THENCE SOUTH 52°00'16" EAST 75.99 FEET; THENCE SOUTH 37°59'34" WEST 545.56 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT WHICH IS NORTH 89°53'05" EAST ALONG THE QUARTER SECTION LINE A DISTANCE OF 1353.34 FEET FROM THE WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTHEASTERLY 19.31 FEET ALONG THE ARC OF A 233.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 02°29'20" EAST 19.31 FEET); THENCE SOUTH 72°31'07" WEST 240.28 FEET; THENCE NORTH 25°09'30" WEST 54.27 FEET; THENCE NORTHWESTERLY 53.41 FEET ALONG THE ARC OF A 34.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 70°09'30" WEST 48.08 FEET); THENCE SOUTH 64°50'30" WEST 42.00 FEET; THENCE NORTH 25°09'30" WEST 226.60 FEET; THENCE NORTH 81°21'56" WEST 28.91 FEET; THENCE NORTH 35°51'56" WEST 150.89 FEET; THENCE NORTH 21°00'27" WEST 98.59 FEET; THENCE NORTH 34°58'23" EAST 10.27 FEET; THENCE NORTH 144.00 FEET; THENCE NORTH 22°37'12" WEST 13.00 FEET; THENCE NORTH 144.00 FEET; THENCE WEST 127.00 FEET; THENCE SOUTH 101.16 FEET; THENCE WEST 81.00 FEET; THENCE SOUTH 271.88 FEET; THENCE NORTH 14°42'11" WEST 36.61 FEET; THENCE NORTH 21°41'39" WEST 95.32 FEET; THENCE NORTH 12°48'24" WEST 78.63 FEET; THENCE NORTH 41°03'31" WEST 90.40 FEET; THENCE NORTHEASTERLY 224.50 FEET ALONG THE ARC OF A 458.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 23°57'01" EAST 222.26 FEET); THENCE NORTH 37°59'34" EAST 667.26 FEET; THENCE NORTHEASTERLY 46.34 FEET ALONG

THE ARC OF A 29.50 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 82°59'25" EAST 41.72 FEET); THENCE SOUTH 52°00'26" EAST 35.01 FEET; THENCE SOUTHEASTERLY 9.23 FEET ALONG THE ARC OF A 367.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 51°17'13" EAST 9.23 FEET) TO A POINT ON THE BOUNDARY OF CANYON VILLAGE SUBDIVISION PHASE 4, ON FILE WITH THE TOOELE COUNTY RECORDER AS ENTRY 433428; THENCE ALONG SAID BOUNDARY THE FOLLOWING SIX (6) COURSES: 1) SOUTH 39°26'05" WEST 100.00 FEET; 2) SOUTH 44°06'59" EAST 59.99 FEET; 3) SOUTH 31°13'00" EAST 59.99 FEET; 4) SOUTH 18°19'00" EAST 59.99 FEET; 5) SOUTH 05°26'31" EAST 60.18 FEET; 6) SOUTH 496.84 FEET; THENCE ALONG THE BOUNDARY OF CANYON VILLAGE SUBDIVISION PHASE 3, ON FILE WITH THE TOOELE COUNTY RECORDER AS ENTRY 396237 THE FOLLOWING SEVEN (7) COURSES: 1) SOUTH 04°35'20" EAST 80.11 FEET; 2) SOUTH 15°54'31" EAST 80.28 FEET; 3) SOUTH 26°31'08" EAST 80.23 FEET; 4) SOUTH 35°42'53" EAST 73.47 FEET; 5) SOUTH 10°46'00" EAST 129.32 FEET; 6) NORTH 24°25'00" EAST 111.67 FEET; 7) NORTH 59°59'52" EAST 58.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF BROADWAY AVENUE; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1) SOUTH 35°42'58" EAST 39.00 FEET; 2) SOUTHEASTERLY 165.90 FEET ALONG THE ARC OF A 267.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 17°54'56" EAST 163.24 FEET); 3) SOUTH 00°06'55" EAST 33.67 FEET TO THE POINT OF BEGINNING.