

WHEN RECORDED MAIL TO:

D.R. Horton, Inc.
12351 S. Gateway Park Place #D100
Draper, UT 84020
Attn: Boyd A. Martin, Division President

ENT 73663:2018 PG 1 of 5
Jeffery Smith
Utah County Recorder
2018 Aug 06 10:13 AM FEE 18.00 BY DA
RECORDED FOR Cottonwood Title Insurance Agency, Inc.
ELECTRONICALLY RECORDED

MEMORANDUM OF CONTRACT OF SALE

In Reference to Tax ID Number(s):

21-051-0046, 21-051-0051, 21-051-0055, 21-051-0056 and 21-052-0080

EXHIBIT C

Form of the Memorandum of Contract of Sale

WHEN RECORDED MAIL TO:

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

Above space for recorder's use

MEMORANDUM OF CONTRACT OF SALE

THIS MEMORANDUM OF CONTRACT OF SALE ("**Memorandum**") is made as of June 25, 2018, between OSPREY TOWN CENTER, LLC, a Utah limited liability company ("**Seller**"), and D.R. HORTON, INC., a Delaware corporation ("**Buyer**"), who agree as follows:

RECITALS

- A. Seller is the owner of approximately 17.5 acres of real property situated in Utah County (the "**County**"), Utah, which real property is more particularly described in **Exhibit 1** ("**Property**").
- B. Seller and Buyer have entered into that certain Real Estate Purchase Contract for Land dated July 17, 2018 (the "**Contract**"), with respect to the sale to Buyer 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 hereby 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.

Exhibit 1
to the Memorandum of Contract of Sale

Legal Description of the Property

Overall Parcel Description

The Basis of Bearing for this survey is South 89°46'32" West along Section Line from the North Quarter Corner of Section 13, Township 7 South, Range 2 East, Salt Lake Base and Meridian to the Northwest Corner of said Section 13.

Beginning at a point located South 89°46'32" West along section line 488.45 feet and South 2966.47 feet from the North Quarter Corner of Section 13, Township 7 South, Range 2 West, Salt Lake Base and Meridian; thence South 1°00'00" West 689.14 feet; thence along the northerly boundary of Lakeview Parkway the following three courses and distances: 1) North 89°23'00" West 482.92 feet, 2) along the arc of a 1125.00 foot radius curve to the right 845.61 feet through a central angle of 43°04'00" (chord bears North 67°51'00" West 825.85 feet), and 3) North 46°19'00" West 75.52 feet; thence along a fence line and boundary line agreement the following two courses and distances: 1) North 0°09'43" East 229.66 feet, and 2) North 0°17'16" East 65.17 feet; thence along the southerly boundary of Osprey Point Plats "B & C" the following three courses and distances: 1) North 89°23'52" East 739.89 feet, 2) North 87°28'12" East 294.88 feet, and 3) South 80°59'33" East 50.61 feet; thence South 00°42'19" West 14.68 feet; thence South 0°50'37" East 21.96 feet; thence North 88°26'36" East 197.94 feet; thence North 0°20'18" East 32.31 feet; thence North 69°57'07" East 33.78 feet to the point of beginning.

Area = 17.742 Acres

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

4. If Buyer has not closed on the acquisition of all of the Property pursuant to the Contract by December 10, 2020, then this Memorandum shall lapse and shall automatically be terminated and be of no continuing force or effect, unless prior to December 10, 2020 Buyer and Seller execute and record an amendment to this Memorandum evidencing an extension of the effectiveness of this Memorandum.

SELLER:

OSPREY TOWN CENTER, LLC,
a Utah limited liability company

By: [Signature]
Name: David S. Grow / Steven L. Grow
Title: member / agents
Date of Execution: June 15, 2018

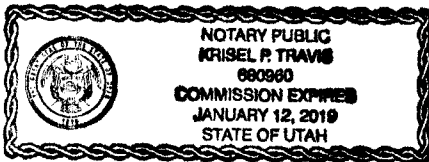
BUYER:

D.R. HORTON, INC.,
a Delaware corporation

By: [Signature]
Name: BOYD A. MARTIN
Title: V.P.
Date of Execution: JUNE 25, 2018

STATE OF UTAH)
) : ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 15 day of June, 2018, by David S. Grow / Steven L. Grow in such person's capacity as the member / agents of OSPREY TOWN CENTER, LLC, a Utah limited liability company.

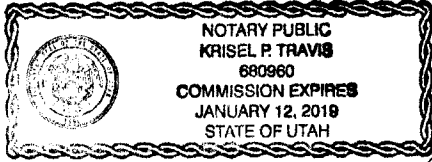


[Signature]
NOTARY PUBLIC
Residing at: Lindon, Utah County, Ut

My Commission Expires:
Jan. 12, 2019

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

The foregoing instrument was acknowledged before me this 25 day of June, 2018, by Boyd A. Martin as the Vice President of D.R. HORTON, INC., a Delaware corporation.



Krisel P. Travis
NOTARY PUBLIC
Residing at: London, Utah County, UT

My Commission Expires:
Jan. 12, 2019