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1/23/2020 4:24:00 PM \$40.00  
Book - 10888 Pg - 1085-1092  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 8 P.

WHEN RECORDED MAIL TO:

Sintra Investments, LLC  
978 East Woodoak Drive  
Murray, UT 84107

Tax ID Nos. 26-04-200-001, 26-04-100-002, 26-04-100-007, 26-04-100-008, 26-03-100-005,  
20-34-300-013 and 26-03-200-004

CTIA 115063-DMF

## MEMORANDUM OF CONTRACT

THIS MEMORANDUM OF CONTRACT OF SALE ("**Memorandum**") is made as of January 16, 2020, between Vicky R. Jones, Trustee of the Vicky R. Jones Survivor's Trust UAD February 25, 2016, as to an undivided 94% tenants in common interest and Bryan L. Jones, Trustee of the Bryan L. Jones GST Trust UTA February 25, 2016, as to an undivided 2% tenants in common interest and LeAnna Jones, Trustee of the LeAnna Jones GST Trust UTA February 25, 2016, as to an undivided 2% tenants in common interest and Jeneal Harshman, Trustee of the Jeneal Harshman GST Trust UTA February 25, 2016, as to an undivided 2% tenants in common interest, as to Parcels 1 through 4 and Bryan L. Jones, a married man as his separate property, as to an undivided 1.5% tenants in common interest and LeAnna Jones, a single woman, as to an undivided 1.5% tenants in common interest and Jeneal Harshman, a married woman as her separate property, as to an undivided 1.5% tenants in common interest ("**Seller**"), and Sintra Investments, LLC, a Utah limited liability company ("**Buyer**"), who agree as follows:

### RECITALS

- A. Seller and Buyer have entered into that certain Purchase and Option Agreement dated October 31, 2018, amended November 26, 2019 then assigned on January 8<sup>th</sup>, 2020 ("**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 into 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.
3. This Memorandum shall inure to the benefit of and shall be binding upon Buyer and Seller and their respective successors and assigns.

IN WITNESS WHEREOF, this Memorandum of Contract is executed as of the day and year first above written.

**SELLER:**

**Vicky R. Jones Survivor's Trust UAD February 26, 2016**

By: *Vicky R. Jones, Trustee*  
Vicky R. Jones  
Trustee

**Jeneal Harshman GST Trust UTA February 25, 2016**

By: *Jeneal Harshman Trustee*  
Jeneal Harshman  
Trustee

**Bryan L. Jones GST Trust UTA February 25, 2016**

By: *Bryan L. Jones TRUSTEE*  
Bryan L. Jones  
Trustee

*Bryan L. Jones*  
Bryan L. Jones

**LeAnna Jones GST Trust UTA February 25, 2016**

By: *LeAnna Jones Trustee*  
LeAnna Jones  
Trustee

*LeAnna Jones*  
LeAnna Jones

*Jeneal Harshman*  
Jeneal Harshman

**BUYER:**

**Sintra Investments, LLC, a Utah limited liability company**

By: \_\_\_\_\_  
Clark D. Ivory  
Manager

IN WITNESS WHEREOF, this Memorandum of Contract is executed as of the day and year first above written.

**SELLER:**

**Vicky R. Jones Survivor's Trust UAD February 26, 2016**

By: \_\_\_\_\_  
Vicky R. Jones  
Trustee

**Jeneal Harshman GST Trust UTA February 25, 2016**

By: \_\_\_\_\_  
Jeneal Harshman  
Trustee

**Bryan L. Jones GST Trust UTA February 25, 2016**

By: \_\_\_\_\_  
Bryan L. Jones  
Trustee

\_\_\_\_\_  
Bryan L. Jones

**LeAnna Jones GST Trust UTA February 25, 2016**

By: \_\_\_\_\_  
LeAnna Jones  
Trustee

\_\_\_\_\_  
LeAnna Jones

\_\_\_\_\_  
Jeneal Harshman

**BUYER:**

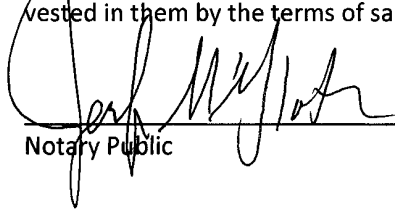
**Sintra Investments, LLC, a Utah limited liability company**

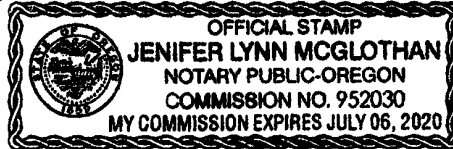
By: \_\_\_\_\_  
  
Clark D. Ivory  
Manager

STATE OF OREGON

COUNTY OF UMATILLA

On the 16th day of January, 2020, personally appeared before me Vicky R. Jones, Trustee(s) of Vicky R. Jones Survivor's Trust UAD February 25, 2016, the signer(s) of the within instrument, who duly acknowledged to me that they executed the same pursuant to and in accordance with the powers vested in them by the terms of said Trust Agreement.

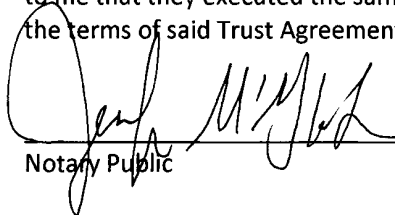
  
\_\_\_\_\_  
Notary Public



STATE OF OREGON

COUNTY OF UMATILLA

On the 16th day of January, 2020, personally appeared before me Bryan L. Jones, Trustee of the Bryan L. Jones GST Trust UTA February 25, 2016, the signer(s) of the within instrument, who duly acknowledged to me that they executed the same pursuant to and in accordance with the powers vested in them by the terms of said Trust Agreement.

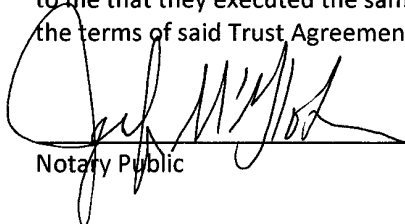
  
\_\_\_\_\_  
Notary Public

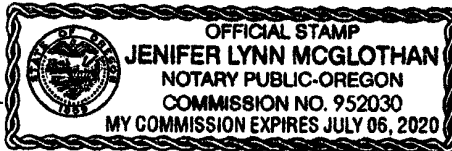


STATE OF OREGON

COUNTY OF UMATILLA

On the 16th day of January, 2020, personally appeared before me LeAnna Jones, Trustee of the LeAnna Jones GST Trust UTA February 25, 2016, the signer(s) of the within instrument, who duly acknowledged to me that they executed the same pursuant to and in accordance with the powers vested in them by the terms of said Trust Agreement.

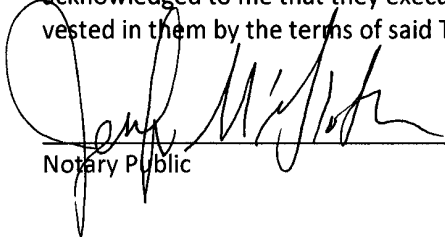
  
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Notary Public

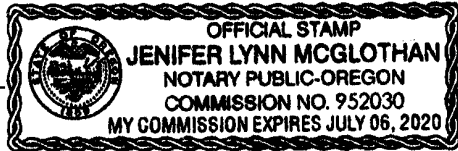


STATE OF OREGON

COUNTY OF UMATILLA

On the 16th day of January, 2020, personally appeared before me Jeneal Harshman, Trustee of the Jeneal Harshman GST Trust UTA February 25, 2016, the signer(s) of the within instrument, who duly acknowledged to me that they executed the same pursuant to and in accordance with the powers vested in them by the terms of said Trust Agreement.

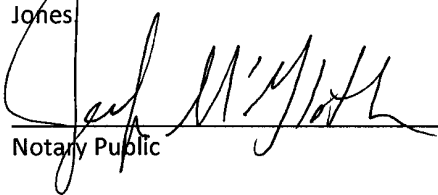
  
\_\_\_\_\_  
Notary Public



STATE OF OREGON

COUNTY OF UMATILLA

The foregoing instrument was acknowledged before me this 16th day of January, 2020 by Bryan L. Jones

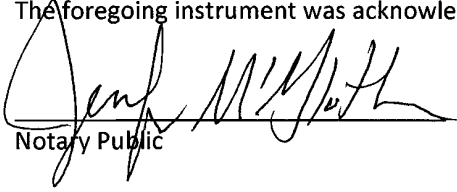
  
\_\_\_\_\_  
Notary Public



STATE OF OREGON

COUNTY OF UMATILLA

The foregoing instrument was acknowledged before me this 16th day of January, 2020 by LeAnna Jones.

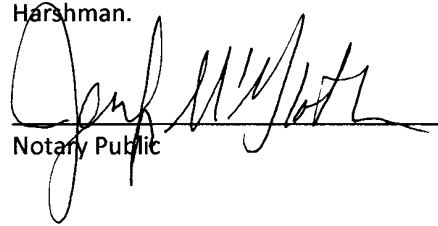
  
\_\_\_\_\_  
Notary Public

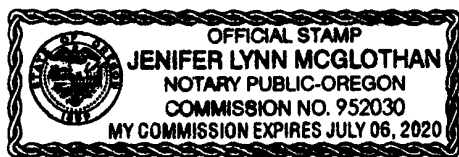


STATE OF OREGON

COUNTY OF UMATILLA

The foregoing instrument was acknowledged before me this 16th day of January, 2020 by Jeneal Harshman.

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

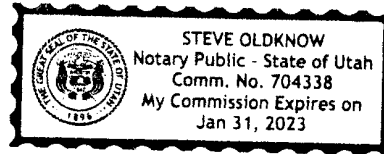


STATE OF UTAH

COUNTY OF SALT LAKE

On the 15th day of January, 2020, personally appeared before me Clark D. Ivory, who acknowledged themselves to be the Manager of Sintra Investments, LLC, a Utah limited liability company, and that they, as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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



**EXHIBIT A**  
**TO THE MEMORANDUM OF CONTRACT OF SALE**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

**PARCEL 1:**

A portion of the SE1/4 of Section 33 and SW1/4 of Section 34, Township 2 South, Range 2 West, Salt Lake Base & Meridian and the NW1/4 of Section 3 and NW1/4 & NE1/4 of Section 4, Township 3 South, Range 2 West, Salt Lake Base & Meridian, located in West Jordan City, Utah, more particularly described as follows:

Beginning at a point on the westerly right-of-way line of State Route 111 (Bacchus Highway), as determined by survey, as it intersects the extension of the north line of that Real Property as described by Warranty Deed recorded as Entry No. 10033659 in Book 9435 at Page 3799 of the Official Records of Salt Lake County, located S89°51'40"E along the Section line 1,103.50 feet from the Northwest 1/4 Corner of Section 3, T3S, R2W, SLB&M (Basis of Bearing: N0°08'45"E along the Section line between the West 1/4 Corner and the Northwest Corner of Section 3, T3S, R2W, SLB&M); thence to and along said deed the following three (3) courses: (1) N89°51'40"W 311.48 feet; thence (2) S00°08'19"W 372.33 feet; thence (3) S89°51'40"E 259.75 feet to said westerly right-of-way line; thence S08°02'55"W along said westerly right-of-way line 2,288.00 feet to a point on the 1/4 Section line; thence N89°46'19"W along the 1/4 Section line 737.23 feet to the West 1/4 Corner of said Section 3; thence N89°53'19"W along the 1/4 Section line 3,514.39 feet to the Southeast corner of that Real Property as described by Warranty Deed recorded as Entry No. 3699312 in Book 5401 at Page 334 of the Official Records of Salt Lake County; thence N00°12'47"E along said deed 2,640.08 feet to a point on the Section line; thence S89°50'28"E along the Section line 652.90 feet; thence N03°19'35"W 1,306.55 feet to the east line of the Kennecott right-of-way as it intersects the 1/16th Section (40 acre) line and an Ensign Engineering & Land Surveying rebar & cap; thence S89°30'47"E along the 1/16th Section (40 acre) line 242.37 feet to the Northwest Corner of the Southwest Quarter of the Southeast Quarter of Section 33, T2S, R2W, SLB&M; thence S89°30'55"E along the 1/16th Section (40 acre) line 2,668.94 feet to the Section line; thence S01°01'24"E along the Section line 412.80 feet to the Southwest corner of that Real Property as described by Warranty Deed recorded as Entry No. 12444178 in Book 10515 at Page 9772 of the Official Records of Salt Lake County; thence S80°45'14"E along said deed 1,231.20 feet to said westerly right-of-way line; thence S08°02'55"W along said westerly right-of-way line 686.27 feet to the point of beginning.

**PARCEL 2:**

A portion of the NW1/4 & NE1/4 of Section 3, Township 3 South, Range 2 West, Salt Lake Base & Meridian, located in West Jordan City, Utah, more particularly described as follows:

Beginning at a point on the easterly right-of-way line of State Route 111 (Bacchus Highway), as determined by survey, located S89°51'40"E along the Section line 1,229.70 feet from the Northwest Corner of Section 3, T3S, R2W, SLB&M (Basis of Bearing: N0°08'45"E along the Section line between the West 1/4 Corner and the Northwest Corner of Section 3, T3S, R2W, SLB&M); thence S89°51'40"E along the Section line 1,416.09 feet to the North 1/4 Corner of said Section 3; thence S89°51'20"E along the Section line 2,524.93 feet to the northwest corner of that Real Property as described by Final Order of Condemnation and Judgement of Just Compensation recorded as Entry No. 10059359 in Book 9446 at Page 8356 of the Official Records of Salt Lake County; thence along said final order the following five (5) courses: (1) S00°08'33"W 44.94 feet; thence (2) southeasterly along the arc of a non-tangent curve to the right having a radius of 50.00 feet (radius bears: S00°08'25"W) a distance of 77.90 feet through a central angle of 89°16'19" Chord: S45°13'25"E 70.26 feet; thence (3) S00°35'22"E 465.98 feet; thence (4) along the arc of a curve to the left with a radius of 5,045.00 feet a distance of 279.37 feet through a central angle of 03°10'22" Chord: S02°10'33"E 279.33 feet to a point of reverse curvature; thence (5) along the arc of a curve to the right having a radius of 4,955.00 feet a distance of 201.23 feet through a central angle of 02°19'37" Chord: S02°35'56"E 201.21 feet to the northeast corner of that Real Property as described by Special Warranty Deed recorded as Entry No. 12424987

in Book 10506 at Page 4907 of the Official Records of Salt Lake County; thence along said deed the following two (2) courses: (1) N89°46'19"W 950.17 feet; thence (2) S00°08'20"W 1,605.00 feet to a point on the 1/4 Section line; thence N89°46'19"W along the 1/4 Section line 3,434.28 feet to said easterly right-of-way line; thence N08°02'55"E along said easterly right-of-way line 2,664.10 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM a portion of the Northeast quarter and the Northwest quarter of Section 3, Township 3 South, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located South 89°51'20" East along the section line 678.27 feet and South 854.94 feet from the North quarter corner of Section 3, Township 3 South, Range 2 West, Salt Lake Base and Meridian (Basis of Bearing: North 00°08'45" East along the section line between the West quarter corner and the Northwest corner of Section 3, Township 3 South, Range 2 West, Salt Lake Base and Meridian); thence North 80°08'33" East 167.15 feet; thence North 72°08'37" East 182.49 feet; thence North 71°20'42" East 119.67 feet; thence North 79°25'48" East 112.28 feet; thence North 84°49'36" East 146.34 feet; thence North 81°51'53" East 83.27 feet; thence North 72°50'29" East 104.75 feet; thence North 72°02'26" East 114.54 feet; thence North 79°28'40" East 64.39 feet; thence North 72°57'14" East 135.48 feet; thence North 72°35'40" East 182.02 feet; thence North 72°34'13" East 483.09 feet; thence South 89°44'17" East 72.43 feet to that real property as described by Final Order of Condemnation and Judgement of Just Compensation recorded as Entry No. 10059359 in Book 9446 at Page 8356 of the official records of Salt Lake County; thence along said real property the following 3 (three) courses: 1) South 00°35'22" East 195.05 feet; 2) thence along the arc of a curve to the left with a radius of 5,045.00 feet a distance of 279.37 feet through a central angle of 03°10'22" chord: South 02°10'33" East 279.33 feet to a point of reverse curvature; 3) along the arc of a curve to the right having a radius of 4,955.00 feet a distance of 201.23 feet through a central angle of 02°19'37" chord: South 02°35'56" East 201.21 feet to the Northeast corner of that real property as described by Special Warranty Deed recorded as Entry No. 12424987 in Book 10506 at Page 4907 of the official records of Salt Lake County; thence along said deed the following 2 (two) courses: 1) North 89°46'19" West 950.17 feet; 2) South 00°08'20" West 1,605.00 feet to the quarter section line; thence North 89°46'19" West along the quarter section line 1,752.10 feet; thence North 00°07'23" East 250.41 feet; thence along the arc of a curve to the right with a radius of 1,035.00 feet a distance of 678.70 feet through a central angle of 37°34'18" chord: North 18°54'32" East 666.60 feet; thence North 37°41'41" East 629.84 feet; thence along the arc of a curve to the left with a radius of 965.00 feet a distance of 448.72 feet through a central angle of 26°38'33" chord: North 24°22'25" East 444.69 feet to the point of beginning. (aka Jones Ranch takedown #1)