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07/15/1999 04:17 PM 18.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
ASSOCIATED TITLE  
BY: ZJN, DEPUTY - WI 5 P.

When recorded mail to :  
Associated Title Company  
560 South 300 East  
Salt Lake City, Utah 84111  
File No. D244971

**MEMORANDUM  
AND  
MODIFICATION  
OF  
LEASE AGREEMENT**

7413549

This Memorandum of Lease Agreement is made and executed on the 22 day of June, 1999 by and between Central Valley Water Reclamation Facility Board, a regional governmental entity (hereinafter "Central Valley") and D, D & B Limited Company, a Utah limited liability company (hereinafter "D, D & B").

WHEREAS, D, D & B is the assigned Lessee under that certain Ground Lease Agreement dated October 16, 1991 with Central Valley as Lessor and D & D Golf Development, Inc., a Utah corporation, Douglas C. Rosecrans, and Douglas Vilven as Lessee, (hereinafter the "Ground Lease") and covering the real property located in Salt Lake County, State of Utah, more particularly described as follows:

See Legal Description Exhibit "A"  
attached hereto and incorporated by reference.

WHEREAS, the Ground Lease is described in that certain Memorandum of Lease dated March 26, 1993, recorded June 30, 1993 as Entry No. 5541910 in Book 6697 at Page 2155 in the office of the Salt Lake County Recorder; and

WHEREAS, the Ground Lease was assigned from Douglas C. Rosecrans, Douglas O. Vilven and D & D Golf Development, Inc., a Utah corporation to Round O' Golf Salt Lake 1, Ltd., a Utah limited partnership pursuant to an Assignment of Lease dated February 26, 1992; and

WHEREAS, Douglas C. Rosecrans, Douglas O. Vilven, D & D Golf Development, Inc., a Utah corporation and Round O' Golf Salt Lake 1, Ltd., a Utah limited partnership assigned the Lease to D, D & B pursuant to an Assignment of Lease dated November 2, 1992; and

WHEREAS, the Ground Lease Ground Lease was amended pursuant to an Amendment dated October 2, 1992; and

WHEREAS, the parties to the Ground Lease wish to modify the Ground Lease to provide a new, correct legal description of the leased premises and to confirm and ratify the terms and conditions of the Ground Lease not specifically amended herein.

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NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Modification of Legal Description of Leased Premises. The Legal Description of the Leased Premises set forth in the Ground Lease shall be deleted in its entirety and in its stead, the definition of the premises leased pursuant to the Ground Lease Agreement shall be described as follows:

See Legal Description on Exhibit "A" attached hereto  
and incorporated by reference.

2. Affirmation and Ratification of Ground Lease Agreement. The parties hereto ratify and affirm the terms and conditions of the Ground Lease Agreement not specifically modified or amended hereunder or pursuant to the Amendment of Lease dated October 2, 1992.

3. Representations and Warranties. The parties further represent and warrant as follows:

A. There are no unrecorded amendments, modifications, or transfers affecting the Ground Lease Agreement other than as set forth hereinabove

B. There exists no breach of any covenants, conditions and stipulations of any term and condition of the Ground Lease Agreement on either side of the Ground Lease Agreement.

4. Consent to Transfer as Security. Lessor consents to the transfer and assignment of Lessee's right, title and interest in and under the Ground Lease Agreement by Lessee to Bank One, Utah, N.A.(hereinafter "Bank One") as security for proposed financing to be obtained by Lessee from Bank One and the performance of Lessee's obligations under the security instruments evidencing such financing.

Dated this 22 day of June, 1999.

LESSOR:

CENTRAL VALLEY WATER RECLAMATION  
FACILITY BOARD

By: *Ruth Fisher*  
Its: *General Manager*





D244971

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

That certain parcel of real property situated in Salt Lake County, State of Utah and more particularly described as follows:

COMMENCING at a Salt Lake County Monument at the intersection of 3300 South and 700 West; thence North  $87^{\circ}21'07''$  East along a monument line for 435.76 feet to a point from which a monument lying North  $87^{\circ}21'07''$  East 1,152.14 feet at the intersection of 3300 South and 500 West; thence perpendicular to said monument line North  $02^{\circ}38'53''$  West for 139.32 feet to the point of beginning, said point of beginning being South 1,423.14 feet and East 5,478.63 feet from a found monument marking the East quarter corner of Section 27, Township 1 South, Range 1 West; thence with a non-tangent curve to the right having a radius of 580.00 feet, a central angle of  $49^{\circ}44'36''$  (chord bearing and distance of North  $68^{\circ}51'46''$  West 487.88 feet) and for an arc distance of 503.55 feet; thence North  $06^{\circ}23'53''$  West 280.87 feet; thence North  $01^{\circ}49'23''$  East 115.94 feet; thence North  $01^{\circ}49'57''$  East 99.98 feet; thence North  $28^{\circ}53'04''$  East 94.10 feet; thence North  $44^{\circ}42'58''$  East 100.32 feet; thence North  $47^{\circ}09'54''$  East 111.78 feet; thence North  $50^{\circ}51'00''$  East 103.68 feet; thence North  $49^{\circ}27'58''$  East 65.10 feet; thence North  $00^{\circ}06'10''$  West 102.20 feet; thence North  $89^{\circ}53'50''$  East 203.63 feet; thence North  $00^{\circ}05'58''$  West 22.50 feet; thence North  $89^{\circ}53'50''$  East 464.59 feet; thence South  $00^{\circ}07'54''$  East 236.07 feet; thence South  $33^{\circ}01'17''$  East 254.35 feet; thence South  $49^{\circ}20'23''$  East 77.66 feet; thence South  $30^{\circ}20'41''$  East 160.35 feet; thence South  $00^{\circ}02'40''$  West 127.74 feet, thence South  $89^{\circ}50'15''$  East 279.89 feet; thence South  $00^{\circ}09'45''$  West 317.16 feet; thence South  $89^{\circ}57'20''$  East 50.39 feet to a point on the West right of way of 500 West; thence South  $00^{\circ}09'45''$  West along said right of way 68.45 feet; thence South  $84^{\circ}57'08''$  West 194.61 feet; thence North  $86^{\circ}47'43''$  West 197.48 feet; thence South  $88^{\circ}18'20''$  West 75.08 feet; thence North  $87^{\circ}52'27''$  West 324.29 feet; thence North  $83^{\circ}34'06''$  West 205.69 feet; thence South  $86^{\circ}15'56''$  West 130.32 feet to the point of BEGINNING.

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