

8-9-67 1-0

BOOK 2602 PAGE 155

Recorded OCT 24 1967 1:35
Request of Michigan Land Title Company
Fee Paid HAZEL TAGGART CHASE
Recorder Salt Lake county Utah
\$ 5.00 By Simon Jones Deputy
ref.

2220305

MEMORANDUM OF LEASE

MEMORANDUM OF LEASE made as of this 19th day of July, 1967, by and between KENNETH TODD and GERTRUDE TODD, his wife, of 4028 Redwood Road, Salt Lake County, Utah, as Landlord, and A. ALFRED TAUBMAN, of 12741 Capital Avenue, Oak Park, Michigan, as Tenant.

WITNESSETH:

WHEREAS, the parties hereto have entered into a Lease covering certain premises situated in Salt Lake County, State of Utah; and

WHEREAS, it is the desire of the parties hereto to enter into a Memorandum of Lease for the purpose of recording the same and giving notice of the existence of said Lease;

NOW, THEREFORE, in consideration of the rents reserved and the covenants and conditions more particularly set forth in that certain Lease, dated July 19th, 1967, entered into between the parties, Landlord and Tenant do hereby covenant, promise and agree as follows:


1. Landlord does demise and lease unto Tenant and Tenant hereby rents from Landlord certain premises situated in Salt Lake County, State of Utah, as is more particularly described on Exhibit "A" attached hereto and made a part hereof, for a term commencing on the 1st day of September, 1967, and terminating on the 30th day of April, 1993, covering the property described on Exhibit "A", together with four (4) successive options to extend the term of such lease for a term of five (5) years each.

2. This instrument is executed for the purpose of giving public record notice of the fact of the execution of the above described Lease and all of the terms and conditions of said Lease and amendments thereto, if any, are incorporated by reference herein.

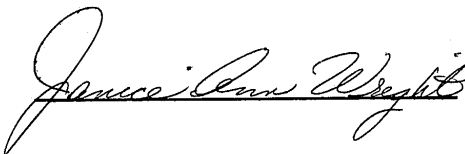

3. This agreement shall extend to and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed these presents and set their hands and seals as of the day and year first above written.

WITNESSES:

_____ 
Kenneth Todd

_____ 
Gertrude Todd "Landlord"

 _____ 
A. Alfred Taubman "Tenant"

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On this 31st day of August, 1967, before me personally appeared Kenneth Todd and Gertrude Todd, his wife, to me known to be the persons described in and who executed the within instrument and acknowledged that they executed the same as their free act and deed.



Harriet Ann White
Notary Public

Residing: Drummond, Utah

My Commission Expires:

Aug 3, 1969

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 17th day of October, 1967, before me personally appeared A. Alfred Taubman to me known to be the person described in and who executed the within instrument and acknowledged that he executed the same as his free act and deed.

JANICE ANN SHOEMAKER
Notary Public Macomb County, Mich.
Acting in Wayne County, Mich.
My Commission Expires April 14, 1969

Janice Ann Shoemaker
Notary Public
Residing: Macomb County

My Commission Expires:

April 14, 1969

This instrument is drafted by:
Jerome C. Hirsch
2500 Buhl Building
Detroit, Michigan

When recorded return to:
Jerome C. Hirsch
2500 Buhl Building
Detroit, Michigan

LEGAL DESCRIPTION

Premises situated at about 4050 South Redwood Road, Salt Lake County, State of Utah, to-wit:

Beginning at a point 260 feet North of the Southeast corner of the Southwest quarter of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West 367 feet; thence South 260 feet; thence West 462 feet; thence North 660 feet, more or less, to the North line of the South half of the Southwest quarter of said Section 34; thence East 829 feet, more or less, to the center section line; thence South 400 feet to the place of beginning. Subject to those portions constituting the right-of-way for Redwood Road and 4100 South Street, being approximately the East 33 feet and the South 33 feet of said parcel. Parcel contains at least 11 acres.

Together with all water rights appurtenant thereto or used in connection therewith, except that Tenant may surrender to Landlord such irrigation water rights as may not be required by Tenant for reasonable operation of the property.

Subject to underground easement for existing tile drain. Landlord expressly waives any objection to the relocation of such drain at a location suitable to Tenant.

The above described premises are more particularly described by survey as follows:

BEGINNING at a point 260 feet North of the Southeast corner of the Southwest $\frac{1}{4}$ of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence West 367 feet; thence South 260 feet; thence N 89° 53' 39" W 462 feet; thence N 0° 01' 15" W 663.60 feet; thence S 89° 57' 10" E 829.00 feet; thence S 0° 01' 15" E 400.0 feet to the place of beginning.

EXHIBIT "A"