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4/7/2016 4:29:00 PM \$17.00
Book - 10419 Pg - 2273-2276
Gary W. Ott
Recorder, Salt Lake County, UT
TITLE WEST
BY: eCASH, DEPUTY - EF 4 P.

WHEN RECORDED, RETURN TO:

Ken Okazaki
170 S. Main Suite 1500
Salt Lake City, UT 84101

MEMORANDUM OF PURCHASE AGREEMENT

THIS MEMORANDUM OF PURCHASE AGREEMENT (this "Memorandum") is made and entered into as of the 14 day of March, 2016 by and between Dar. Enterprises, LLC, a Utah limited liability company ("Seller"), and State 53 Properties LLC, a Utah limited liability company ("Buyer").

WITNESSETH:

WHEREAS, Seller owns certain improved real property located at 4836-4844 South State Street, Murray Utah 84107, which real property is more particularly described in Exhibit A attached hereto (the "Seller's Property");

WHEREAS, Buyer and Seller have entered into that certain Purchase Agreement as of 14 March ~~2016~~, 2016 (the "Purchase Agreement"), pursuant to which the Seller has agreed to sell, and the Buyer has agreed to purchase, subject to the terms and conditions contained therein, the Seller's Property;

WHEREAS, Buyer and Seller desire to evidence the Purchase Agreement in the Official Records of Salt Lake County by the recitations contained in this Memorandum.

NOW, THEREFORE, in consideration of the foregoing and TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller agree follows:

1. Subject to the terms and conditions of the Purchase Agreement, the Seller has agreed to sell, and Buyer has agreed to purchase, the Seller's Property.
2. This Memorandum is subject to all conditions, terms and provisions of the Purchase Agreement, which Purchase Agreement is hereby adopted and made a part hereof by reference to the same in the same manner as if all the provisions thereof were copied herein in full.
3. In the event of a conflict between the terms of the Purchase Agreement and this Memorandum, the Purchase Agreement shall prevail. Reference should be made to the Purchase Agreement for a more detailed description of all matters contained in this Memorandum.

IN WITNESS WHEREOF, Buyer and Seller have executed this Memorandum as of the date first above written.

SELLER: *Richard E. Brown*
Darlene M. Brown
DAR. ENTERPRISES, LLC

*

a Utah limited liability company

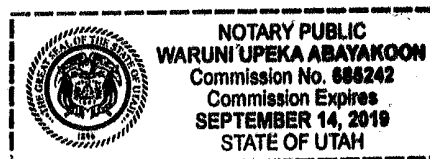
By: *Darlene M Brown*
Name: *DARLENE M BROWN*
Title: *RIKHANE BROWN OWNERS*

STATE OF UTAH

COUNTY OF SALT LAKE


The foregoing instrument was acknowledged before me this 14 day of March, 2016, by *Darlene Brown*, in his/her capacity as *Darlene Brown* of DAR. Enterprises, LLC, a Utah limited liability company.

Waruni Upeka Abayakoon
NOTARY PUBLIC
Residing in Salt Lake County



BUYER:

STATE 53 PROPERTIES, LLC,
a Utah limited liability company

By: 
Name: Stanley R. Hoffman
Title: Managing Director

STATE OF UTAH

COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 14th day of March,
2016, by Stan Hoffman, in his/her capacity as Managing Director
of State 53 Properties LLC, a Utah limited liability company.

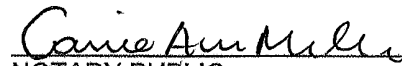

NOTARY PUBLIC
Residing in Salt Lake County



EXHIBIT "A"
LEGAL DESCRIPTION

APN 22-07-105-007

Parcel 1:

Commencing 587.4 feet East and 488.4 feet South from the Northwest corner of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence East 184.9 feet; thence South 100 feet; thence North 87°44' West 186.07 feet; thence North 90 feet to the point of beginning.

Parcel 2:

A non-exclusive easement for access over and across the following described property:

Beginning at a point on a fence line on the Grantor's North property line, said point being North 11.3 chains, more or less, and South 84°00' East 470.4 feet and North 101.0 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 88°15' East 117 feet along said fence and property line to the Northeast corner of Grantor's property; thence South 24.0 feet; thence South 88°15' West 117 feet to Grantor's West property line; thence North 24.0 feet to the point of beginning.