

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

CV DPRE, LLC
co/ Dakota Pacific Real Estate
299 South Main Street, Suite 1850
Salt Lake City, UT 84111
Attention: Scott Swallow

14070728 B: 11400 P: 1900 Total Pages: 4
02/09/2023 12:57 PM By: adavis Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF LEASE

This Memorandum of Lease ("**Memorandum**"), is dated to be effective as of December 22, 2022, and is entered into by CENTRAL VALLEY WATER RECLAMATION FACILITY, a Utah Interlocal Entity ("**Landlord**"), and CV DPRE, LLC, a Utah limited liability company ("**Tenant**").

1. Grant of Lease; Term.

(a) Landlord leases to Tenant, and Tenant leases from Landlord, those certain premises more particularly described on **Exhibit "A"** attached hereto and incorporated herein ("**Premises**") for a term of sixty (60) years, subject to the provisions of that certain Ground Lease ("**Lease**") between the parties hereto, dated December 22, 2022. The provisions of the Lease are incorporated herein by this reference.

(b) The Lease grants Tenant two (2) options up to twenty (20) years each to renew the term of the Lease, on the terms set forth therein.

(c) The Lease grants Tenant certain other rights on the terms set forth therein.

2. Purpose. This Memorandum is prepared for the purpose of recordation only, and it in no way modifies the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum and the Lease, the provisions of the Lease shall prevail.

3. Miscellaneous. The parties have executed this Memorandum of Lease as of the date first set forth above on the dates and at the places indicated in their acknowledgments below. Upon the expiration or earlier termination of the Lease, this Memorandum of Lease shall automatically terminate without further act of the parties hereto, and upon request by Landlord, Tenant shall execute any documents reasonably required to evidence such termination and to remove any exceptions to Landlord's title resulting from the Lease. If Tenant fails to so execute any such documents, then Tenant irrevocably constitutes and appoints Landlord as Tenant's agent and attorney-in-fact to execute and deliver such documents, which appointment includes full power of substitution and shall be deemed to be coupled with an interest.

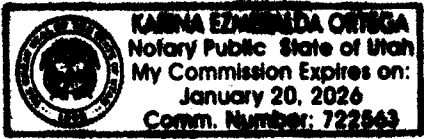
LANDLORD:

CENTRAL VALLEY WATER RECLAMATION FACILITY, a Utah Interlocal Entity

By: Debra Armstrong
Print Name: Debra Armstrong
Title: Board Chair

STATE OF UTAH §
 §
COUNTY OF SALT LAKE §

The foregoing instrument was acknowledged before me this 31st day of Jan., 2023, by Debra Armstrong the Board Chair of CENTRAL VALLEY WATER RECLAMATION FACILITY, a Utah Interlocal Entity.

(SEAL) 

Karina Ezmeralda Ortega
Notary Public

By: Phillip Heck
Print Name: Phillip Heck, Ph.D., P.E.
Title: General Manager

STATE OF UTAH §
 §
COUNTY OF SALT LAKE §

The foregoing instrument was acknowledged before me this 31st day of Jan., 2023, by Phillip Heck the General Manager of CENTRAL VALLEY WATER RECLAMATION FACILITY, a Utah Interlocal Entity.

(SEAL) 

Karina Ezmeralda Ortega
Notary Public

TENANT:

**CV DPRE, LLC, a Utah limited liability company
By: DPRE Management, LLC
Its: Sole Member**

By: *[Signature]*
Print Name: Marc Stanworth
Title: Manager

By: *Brian Dilley*
Print Name: Brian Dilley
Title: Manager

STATE OF Utah §
COUNTY OF Salt Lake §

The foregoing instrument was acknowledged before me this 7 day of February 2023, by Marc Stanworth, Manager of DPRE Management, LLC, a Utah limited liability company, the sole member of CV DPRE, LLC, a Utah limited liability company.

(SEAL) 

Hayley B. Grayson
Notary Public

STATE OF Utah §
COUNTY OF Salt Lake §

The foregoing instrument was acknowledged before me this 7 day of February 2023, by Brian Dilley, Manager of DPRE Management, LLC, a Utah limited liability company, the sole member of CV DPRE, LLC, a Utah limited liability company.

(SEAL) 

Hayley B. Grayson
Notary Public

**EXHIBIT A
PROPERTY DESCRIPTION**

The Proposed Lease Premises is described as follows:

A tract of land lying within the West half of Section 25, and the East half of Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian, South Salt Lake City, Salt Lake County, Utah, described as follows:

Beginning North 00°01'40" East along the centerline of 900 West Street a distance of 551.08 feet and South 89°58'21" East a distance of 40.00 feet to a point on the East line of 900 West Street from the Salt Lake County Street Centerline Monument at 900 West and 3265 South; thence North 00°01'40" East along the East line of 900 West Street a distance of 189.47 feet; thence North 89°50'36" East a distance of 507.12 feet; thence North 87°18'34" East a distance of 53.26 feet; thence North 67°10'49" East a distance of 19.85 feet; thence North 27°49'27" East a distance of 12.21 feet; thence South 86°14'03" East a distance of 19.79 feet; thence South 80°12'36" East a distance of 38.82 feet; thence North 89°56'13" East a distance of 490.57 feet; thence South 36°09'50" East a distance of 9.25 feet; thence South 89°36'19" East a distance of 326.82 feet; thence North 02°04'33" East a distance of 10.35 feet; thence North 89°50'54" East a distance of 371.92 feet; thence South 06°17'51" West a distance of 32.44 feet; thence North 89°57'24" East a distance of 201.68 feet; thence North 00°31'24" West a distance of 37.11 feet; thence North 89°58'36" East a distance of 465.67 feet; thence South 00°09'30" East a distance of 203.03 feet; thence South 33°02'53" East a distance of 254.35 feet; thence South 49°21'59" East a distance of 77.66 feet; thence South 30°22'17" East a distance of 160.35 feet; thence South 00°01'04" West a distance of 127.74 feet; thence South 84°58'22" West a distance of 62.42 feet; thence South 00°47'43" West a distance of 96.51 feet; thence North 87°44'13" West a distance of 2.50 feet; thence South 02°28'41" West a distance of 10.98 feet; thence South 87°35'21" West a distance of 4.96 feet; thence South 01°06'28" East a distance of 204.56 feet; thence South 89°57'42" East a distance of 397.02 feet; thence South 00°08'09" West a distance of 68.31 feet to a point on the North line of 3300 South Street; thence the following 13 courses along the North line of 3300 South Street: (1) South 84°55'32" West a distance of 194.59 feet; (2) North 86°49'20" West a distance of 197.48 feet; (3) South 88°16'43" West a distance of 75.08 feet; (4) North 87°54'04" West a distance of 324.29 feet; (5) North 83°35'43" West a distance of 205.69 feet; (6) South 86°14'19" West a distance of 308.14 feet; (7) South 79°45'00" West a distance of 264.65 feet; (8) South 74°48'49" West a distance of 241.34 feet; (9) South 80°32'18" West a distance of 99.97 feet; (10) North 88°59'08" West a distance of 99.58 feet; (11) South 82°09'33" West a distance of 195.21 feet; (12) South 76°30'04" West a distance of 53.50 feet; and (13) North 89°42'43" West a distance of 654.51 feet; thence North 01°58'37" West a distance of 1062.78 feet; thence North 89°51'37" West a distance of 179.50 feet to the point of beginning.

Tax Id No.: 15-26-252-001, 15-25-301-011, 15-25-301-012-2000, 15-25-301-012-2001, 15-25-301-012-6001, 15-26-402-011-2000, 15-26-402-011-2001 and 15-26-402-011-6001