

9832255
8/31/2006 4:54:00 PM \$17.00
Book - 9345 Pg - 2327-2330
Gary W. Ott
Recorder, Salt Lake County, UT
EQUITY TITLE
BY: eCASH, DEPUTY - EF 4 P.

**THIS DOCUMENT PREPARED BY
AND UPON RECORDING RETURN
TO:**

U.S. Bank National Association
Attn: Closing Audit Department
9918 Hibert Street, 2nd Floor
San Diego, CA 92131
Loan 1 of 2

MEMORANDUM OF LEASE

15-36427-025

This Memorandum of Lease dated as of **August 23, 2006** (date) is entered into between **Left Fork, LLC**. ("Landlord") and **Left Fork Grill, LLC**. ("Tenant").

sh *judg* *Recitals sh.* *jm*
~~September 1st 2006~~

A. On or about ~~September 1, 2006~~ **August 1, 2006** (date of lease), Landlord and Tenant entered into a lease agreement ("Lease"), pursuant to which Landlord leased to Tenant and Tenant leased from Landlord property located at **68 West 3900 South, Salt Lake City, Utah 84107**, APN No. **15-36-427-025**, and more particularly described in attached **Exhibit "A"** and incorporated by reference ("Premises").

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1

Term.

Landlord leases to Tenant the Premises for a term of **25 years** commencing on **September 1, 2006** and ending on **August 31, 2031**.

Section 2

Lease Terms.

This lease of the Premises to Tenant is on all of the terms and conditions of the Lease, which is incorporated in this Memorandum by reference.

Section 3

Assignment.

Tenant's rights and obligations under the Lease shall not be assigned without Landlord's prior written consent, and any assignment without this consent shall be void.

Section 4

Successors and Assigns.

This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject, however, to the provisions of the Lease on assignment.

Section 5

Governing Law.

This Memorandum and the Lease are governed by **Utah State Law.**

Executed as of the date first written above.

Landlord: Left Fork, LLC.

By: Jeffrey A. Masten
Jeffrey A. Masten, Manager

Tenant: Left Fork Grill, LLC.

By: Jeffrey A. Masten
Jeffrey A. Masten, Manager

(ALL SIGNATURES MUST BE NOTARIZED AND ACKNOWLEDGEMENTS ATTACHED)

EXHIBIT "A"

Parcel 1: (Fee Simple Interest)

Beginning at a point on the North right of way line of 3900 South Street, said point being North 89°44'50" East 163.98 feet from the Southwest corner of Lot 2, Block 16, Ten Acre Plat "A", Big Field Survey; and running thence North 0°15'11" West 127.47 feet; thence North 89°57'00" East 95.07 feet; thence South 0°03'00" East 127.14 feet to the North right of way line of 3900 South Street; thence South 89°44'50" West along said North line 94.82 feet to the point of beginning.

Parcel 1A: (Easement Estate Interest)

Together with a right of way:

Beginning at a point on the North right of way line of 3900 South Street, said point being North 89°44'50" East 188.98 feet from the Southwest corner of Lot 2, Block 16, Ten Acre Plat "A", Big Field Survey; and running thence North 0°01'33" West 245.88 feet; thence South 89°58'27" West 188.98 feet to the East right of way line of West Temple Street; thence North 0°01'33" West along said East line 20.00 feet; thence North 89°58'27" East 188.98 feet; thence North 0°01'33" West 142.20 feet; thence South 89°58'27" West 172.01 feet; thence North 53°32'34" West 21.10 feet to said East line; thence North 0°01'33" West along said East line 28.66 feet; thence North 53°29'28" East 21.10 feet; thence North 89°58'27" East 192.01 feet; thence South 0°01'33" East 324.43 feet; thence North 89°57'00" East 49.57 feet; thence North 0°03'00" West 110.03 feet; thence South 89°52'28" East 20.00 feet; thence South 0°03'00" East 129.97 feet; thence South 89°57'00" West 69.58 feet; thence South 0°01'33" East 117.31 feet to the North right of way line of 3900 South Street; thence South 89°44'50" West along said North line 20.00 feet to the place of beginning.

APN: 15-36-427-025

STATE OF UTAH

)

COUNTY OF SALT LAKE

:SS

)

On the 29TH day of AUGUST, 2006 personally appeared before me JEFFREY A. MASTEN THE MANAGER OF LEFT FORK, LLC AND LEFT FORK GRILL, LLC the signer of the foregoing instrument who duly acknowledged to me that he executed the same.



NOTARY PUBLIC

