

12111363  
08/13/2015 10:50 AM \$0.00  
Book - 10352 Pg - 2103-2106  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SANDY CITY  
10000 CENTENNIAL PARKWAY  
SANDY UT 84070  
BY: LTA, DEPUTY - MA 4 P.

4 WHEN RECORDED, MAIL TO:

Sandy City, Utah  
10000 Centennial Parkway  
Sandy, Utah 84070  
Attention: City Attorney

### MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (the "Memorandum") is made and entered into as of August 1, 2015, by and between SANDY CITY, UTAH, a Utah municipal corporation ("Landlord"), and HALE CENTRE THEATRE, a Utah nonprofit corporation ("Tenant").

#### WITNESSETH:

WHEREAS, the parties hereto have mutually executed and delivered that certain Ground Lease Agreement dated August 1, 2015 (the "Lease"), which is incorporated herein by reference; and

WHEREAS, it is the desire of the parties to execute, deliver and record this Memorandum for the purpose of evidencing of record the existence of the Lease.

NOW, THEREFORE, the parties mutually consent and agree as follows:

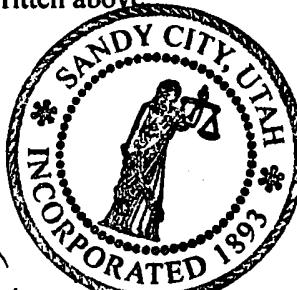
1. Landlord has leased unto Tenant, upon the terms and conditions set forth in the Lease, the tract of land located within the boundaries described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"). As provided in Section 1.1(e) of the Lease, the description of the Property is subject to change.

2. The term of the Lease commenced on August 1, 2015 and will expire on January 31, 2042.

3. Under the terms of the Lease, (a) Landlord has the obligation to construct a new theater and related improvements on the Property, and (b) Tenant has the option to acquire the Property at the expiration of the term of the Lease. If Tenant exercises its option to acquire and does acquire the Property, the Lease includes a grant to Landlord of a right of first refusal.

4. This Memorandum shall not amend or modify the Lease in any manner whatsoever. All rights, duties and responsibilities of the parties with relation to the subject matter thereof shall be controlled by the Lease and shall be unaffected hereby. This Memorandum may be executed in counterparts.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]



**ATTEST:**

Molly Sison  
City Recorder

City Recorder

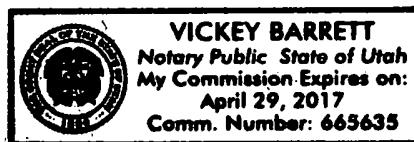
## LANDLORD:

SANDY CITY, UTAH, a Utah municipal corporation

By: Tom Ostan  
Printed Name: Tom Ostan  
Title: Mayor

STATE OF UTAH )  
 ) ss:  
COUNTY OF SALT LAKE )

The foregoing Memorandum of Lease was acknowledged before me this 7 day of August, 2015, by Tom Dolan, in her/his capacity as the Mayor of SANDY CITY, UTAH, a Utah municipal corporation.



Vickie Barrett  
Notary

TENANT:

HALE CENTRE THEATRE,  
a Utah nonprofit corporation

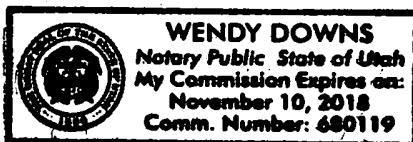
By: 

Printed Name: MARK A. DIETLEIN

Title: CEO

STATE OF UTAH )  
) ss:  
COUNTY OF SALT LAKE )

The foregoing Memorandum of Lease was acknowledged before me this 7<sup>th</sup> day of August, 2015, by Mark Dietlein, in her/his capacity as the CEO of HALE CENTRE THEATRE, a Utah nonprofit corporation.



Wendy D  
Notary

**Exhibit "A"**  
to  
**Memorandum of Lease**

**Legal Description of Property**

All of Lot 3, Sandy Gardner Office Park, according to the official plat thereof, dated July 9, 2015, and recorded July 13, 2015 as Entry No. 12089960, in Book 2015P at Page 160, in the office of the Salt Lake County Recorder, and more particularly described as:

Beginning at a point being North 89°40'00" East 92.57 feet to a Salt Lake County survey monument in State Street and South 00°08'34" East 471.55 feet along the monument line in State Street and West 1,982.61 feet from the East Quarter Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 03°41'23" West 107.40 feet;  
thence Southeasterly 104.39 feet along the arc of a 125.05 foot radius curve to the right (center bears South 21°30'18" West and the chord bears South 44°34'53" East 101.38 feet with a central angle of 47°49'39");  
thence East 42.28 feet;  
thence South 114.35 feet;  
thence West 9.45 feet;  
thence Southwesterly 109.17 feet along the arc of a 150.04 foot radius curve to the right (center bears North 82°20'30" West and the chord bears South 28°30'11" West 106.78 feet with a central angle of 41°41'23");  
thence West 22.67 feet;  
thence South 40.15 feet;  
thence East 114.49 feet;  
thence South 00°07'52" East 13.99 feet;  
thence South 89°56'48" West 53.76 feet;  
thence South 00°03'12" East 29.50 feet;  
thence South 89°56'48" West 520.91 feet;  
thence Northwesterly 58.03 feet along the arc of a 34,252.50 foot radius curve to the right (center bears North 86°46'22" East and the chord bears North 03°10'43" West 58.03 feet with a central angle of 00°05'49");  
thence East 155.81 feet;  
thence North 108.00 feet;  
thence East 124.00 feet;  
thence North 232.02 feet;  
thence North 65°15'05" East 176.25 feet to the point of beginning.

Contains 126,431 Square Feet or 2.902 Acres.

Part of Assessor's Parcels Nos. 27-12-402-022, 27-12-402-024, and 27-12-402-025.