

1708071

Memorandum Agreement: This agreement, made & entered into this 12th day of March, 1960, by & between Paul Rubey, & Wayne & Eldon Butterfield, doing business as Butterfield Brothers, all parties herein residing in Salt Lake County, Utah; Witnesseth: In compliance with the Memorandum Agreement entered into by the above parties on Sept. 25, 1957; we hereby divide the properties purchased as follows; as described in the Quit Claim Deed issued to Paul Rubey by the Butterfield Brothers on the 6th day of August, 1958.: To the Butterfield Brothers are hereby duly & legally decreed by mutual consent of all parties concerned the following tracts: (1) So.  $\frac{1}{2}$  of Lot 1, all Lots 6 & 7, & No.  $\frac{1}{2}$  of SE  $\frac{1}{4}$ , Sec. 17, Tp. 4 So., R 1 West SLM Meridian. 180.98 Acres. (2) W.  $\frac{1}{2}$  of NW  $\frac{1}{4}$ , Sec. 22, Tp. 4 So., R 1 W. SLM. Less Canal. 76.65A. (3) Lot 1, Sec. 21, Tp. 4 So., R 1 W. SLM, Less 0.73A. to Provo Res. Co. 39.93A. (4) Lot 2, Sec. 17, Tp. 4 So., R 1 W. SLM. 41.22A. (5) W. 990' of NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$ , Sec. 16, Tp. 4 So., R 1 W. SLM. 29.25A. Less street.

To Paul Rubey is hereby duly & legally decreed by mutual consent of all parties concerned the following tracts: (1) NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Sec. 16, Tp. 4 So., R 1 W. SLM. 38.34A. Less Canal. (2) N.  $\frac{1}{2}$  of NE  $\frac{1}{4}$ , Sec. 18, Tp. 4 So., R 1 W. SLM. 80A. (3) An Undivided  $\frac{1}{2}$  interest in the So.  $\frac{1}{2}$  of NW  $\frac{1}{4}$  & Lots 2 & 4, Sec. 21, Tp. 4 So., R 1 W. SLM. 160A; thereby transferring their  $\frac{1}{2}$  Undivided interest in this property to Paul Rubey. (4) An Undivided  $\frac{1}{2}$  interest in the NE  $\frac{1}{4}$  of Sec. 20, Tp. 4 So., R 1 W. SLM. 160A; thereby transferring their  $\frac{1}{2}$  Undivided interest in this property to Paul Rubey; thereby transferring & conveying their interest, rights, claims & ownership to the above described two properties, No's. 3 & 4. (5) That part of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Sec. 16, Tp. 4 So., R 1 W. SLM, lying East of the Provo Reservoir Canal. 15A. (6) That part of the So., 80 rods of Sec. 16, Tp. 4 So., R 1 W. SLM, lying W. of the Provo Reservoir Canal. 143.41A. (7) So. 60 rods of Lots 7 & 8, Sec. 16, Tp. 4 So., R 1 W. SLM. 91.88A. (7) also south 66 rods of Lot 2, Sec. 8 Township 4 S R 1 W.

The Butterfields hereby agree to furnish Warranty Deeds on the above properties being transferred to Paul Rubey, on or before April 12, 1960.

The lease as outlined in the original Memorandum of Sept. 25, 1957, shall remain in effect & binding, & the terms outlined the same, except for the following: the right of Paul Rubey to terminate said lease on any part at any time, is hereby cancelled & the lease cannot be revoked unless any of the terms are violated or it is mutually agreed to do so. It is also agreed that the Butterfields are hereby granted the right to renew their lease at a mutually agreed price, every ten years & the lease is transferrable to any party acceptable, as being satisfactory, to Paul Rubey. It is further agreed that the lease payments will be made to Paul Rubey only on the properties hereby being conveyed & transferred to him, as of this 12th day of March, 1960. The rate for the renewing of the lease, shall be the current mutually agreed price, at the times of renewal each 10 years, unless otherwise mutually agreed.

Witness:

Wayne Butterfield  
Wayne Butterfield

Cather H. Robinson

Eldon Butterfield  
Eldon Butterfield

Paul R. Rubey  
Paul Rubey

Carol Ann Rubey  
Carol Ann Rubey

The above mentioned Quit Claim Deed was made out to Paul R. & Carol Ann Rubey, wife, & this agreement is entered into by both of them, & the Warranty Deeds will be made out to both parties. If this contract is found to be illegal, by the Butterfields' attorney, upon examination of it, on March 14, 1960, it will be null & void.

STATE OF UTAH

COUNTY OF SALT LAKE

SS

My Commission Expires October 23, 1962

On this 15<sup>th</sup> day of March, 1960, personally appeared before me Wayne Butterfield and Eldon Butterfield, signers of the foregoing instrument who duly acknowledged to me they executed the same.

Notary Public residing at Salt Lake City, Utah

Recorded MAR 28 1960 at 5:30 P. m.  
Request of E. Eugene Livingston  
Fee Paid. Nellie M. Jack  
Recorder, Salt Lake County, Utah  
\$ 9.70 By E. E. Livingston Deputy  
Ref. 412 Walker Bank Tldg.

BOOK 1698 PAGE 52