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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
LEGACY LAND TITLE  
BY: ZJM, DEPUTY - WI 4 P.

**FORM OF**  
**MEMORANDUM OF LEASE**

WHEN RECORDED, PLEASE RETURN TO:

David E. Gee, Esq.  
Parr, Waddoups, Brown, Gee & Loveless  
185 South State Street, Suite 1300  
Salt Lake City, Utah 84111

**MEMORANDUM OF**  
**ENHANCED-USE GROUND LEASE**

THIS MEMORANDUM OF ENHANCED-USE GROUND LEASE (the "Memorandum") is entered into as of the 9th day of May, 2001 between THE SECRETARY OF VETERANS AFFAIRS, AN OFFICER OF THE UNITED STATES, ON BEHALF OF THE DEPARTMENT OF VETERANS AFFAIRS ("Landlord") and BOYER RED BUTTE CREEK 1, L.C., a Utah limited liability company ("Tenant").

WITNESSETH:

1. Agreement of Lease. Landlord has leased to Tenant a certain tract of land described on Exhibit "A" attached hereto, for a preliminary and initial term of approximately thirty-seven (37) years commencing on May 9, 2001. Subject to the terms and conditions set forth in the Lease, the term of the Lease may be extended for two (2) additional periods of ten (10) years each. For more information, the parties to the Lease may be contacted at the following addresses:

LANDLORD: Director VA Medical Center  
Department of Veterans Affairs  
500 Foothill Drive  
Salt Lake City, Utah 84148

TENANT: Boyer Red Butte Creek 1, L.C.  
127 South 500 East, Suite 310  
Salt Lake City, Utah 84102  
Attention: H. Roger Boyer

Tax Parcel No. 16-04-451-002

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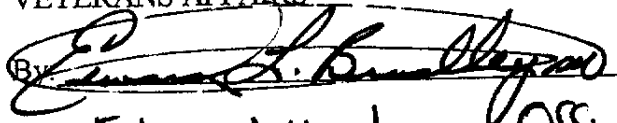
2. Provisions of Lease. The provisions set forth in the Lease (the "Lease"), dated as of even date with this Memorandum and entered into between Landlord and Tenant, are hereby incorporated in this Memorandum by this reference. In the event of any conflict between the provisions of the Lease and this Memorandum, the provisions of the Lease shall control.

3. Miscellaneous. This Memorandum shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives. This Memorandum shall be construed and interpreted in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum on the date first set forth above.

"LANDLORD"

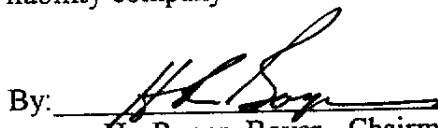
SECRETARY OF VETERANS AFFAIRS ON  
BEHALF OF THE U.S. DEPARTMENT OF  
VETERANS AFFAIRS

By:   
Title: Enhanced-Use Leasing Official

"TENANT"

BOYER RED BUTTE CREEK 1, L.C., a Utah  
limited liability company by its Manager:

THE BOYER COMPANY, L.C., a Utah limited  
liability company

By:   
H. Roger Boyer, Chairman and Manager

STATE OF )  
 : ss.  
COUNTY OF )

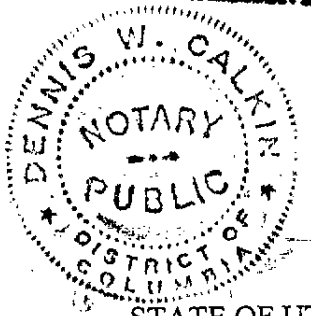
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of May, 2001, by Ed Bradley III the EU-LO of SECRETARY OF VETERANS AFFAIRS ON BEHALF OF THE U.S. DEPARTMENT OF VETERANS AFFAIRS.

*Dennis W. Calkin*

NOTARY PUBLIC  
Residing at:

My Commission Expires:

**DENNIS W. CALKIN  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
MY COMMISSION EXPIRES FEB 28, 2002.**



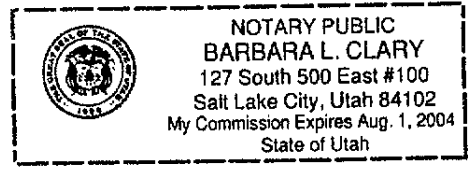
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of May, 2001, by H. Roger Boyer, the Chairman and Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, which is the Manager of BOYER RED BUTTE CREEK 1, L.C., a Utah limited liability company.

*Barbara L. Clary*

NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires: 8/1/04



**EXHIBIT "A"**

**TO**

**MEMORANDUM OF LEASE**

*A parcel of land located in the Department of Veterans Affairs Medical Center overall tract of land, lying in the Southerly portion of said tract of land being more particularly described as follows:*

*Beginning at a point which lies along the monument line of Sunnyside Avenue being North 89° 59'50" East 697.67 feet and North 00° 00'10" West 1654.96 feet more or less perpendicular to said monument line, from a found brass cap monument at the intersection of Sunnyside Avenue and Legrand Road; thence North 51° 21'42" West 370.86 feet to the beginning of a curve to the right, having a central angle of 95° 19'38", a radius of 45.00 feet (chord bears North 03° 41'53" West 66.53 feet), thence along the arc of said curve 74.87 feet; thence North 43° 57'56" East 23.41 feet; thence North 35° 54'59" East 61.17 feet; thence North 38° 41'46" East 66.22 feet; thence North 46° 16'54" East 215.34 feet; thence North 38° 34'08" East 80.44 feet to the beginning of a curve to the right, having a central angle of 66° 31'18", a radius of 50.00 feet, (chord bears North 71° 49'47" East 54.85 feet), thence along the arc of said curve 58.05 feet to a point of non-tangency; thence South 46° 16'32" East 138.38 feet to the beginning of a curve to the right, having a central angle of 07° 37'47", a radius of 1452.00 feet, (chord bears South 42° 27'39" East 193.21 feet), thence along the arc of said curve 193.35 feet to a point of tangency; thence South 38° 38'45" East 102.10 feet more or less to a point which lies on the centerline of Red Butte Creek; thence along the said centerline the following six (6) courses:*

- 13. South 52° 09'37" West 62.36 feet,*
- 14. North 77° 21'05" West 59.56 feet,*
- 15. South 54° 28'52" West 166.98 feet,*
- 16. South 40° 34'04" West 66.30 feet,*
- 17. South 04° 37'54" East 53.13 feet,*
- 18. South 34° 27'16" West 122.95 feet to the Point of Beginning.*

*Said parcel contains 4.762 acres more or less.*