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PETSMART, Inc.  
19601 N. 27<sup>th</sup> Avenue  
Phoenix, AZ 85027  
Attn: *Melanie Weaver*  
Store No.: 1782

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Book - 9433 Pg - 8082-8093  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
PETSMART  
19601 N 27TH AVE  
PHOENIX AZ 85027  
BY: KLD, DEPUTY - MA 12 P.

12-5

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**MEMORANDUM OF LEASE**

Notice is hereby given that **HERMES ASSOCIATES, LTD.**, a Utah limited partnership ("Landlord"), and **PETSMART, INC.**, a Delaware corporation ("Tenant"), have entered into a Shopping Center Lease Agreement (the "Lease") dated January 11, 2006, pertaining to certain premises identified on **Exhibit A**, Site Plan, attached hereto, and located within the real property described in **Exhibit B** attached hereto (the "Shopping Center"). The initial term of such Lease is ten (10) Lease Years, and Tenant has the option to extend such term for up to three (3) renewal periods of five (5) Lease Years each. Among other things, the Lease grants to Tenant the right along with Landlord and other tenants in the Shopping Center to use the Common Areas depicted on **Exhibit A**, including, without limitation, roads, driveways, sidewalks and parking areas, grants certain rights with respect to Landlord's pylon sign structures, and from and after the date of the Lease and during the Term of the Lease, provided that Tenant is then operating Tenant's Primary Business within the Premises, prohibits other tenants and occupants of the Shopping Center from engaging in any portion of Tenant's Primary Business (as defined below), except as an incidental part of their respective primary businesses; provided, however, that the retail sale of food, accessories and other products relating to pets and animals, including equestrian products and apparel shall be permitted on an incidental basis (as defined herein), but the sale of pets and the providing of the services listed in clause (iii) of Tenant's Primary Business shall not be permitted. The term "incidental" shall mean the lesser of five percent (5%) of the Gross Floor Area of the store of any other tenant or occupant or two thousand (2,000) square feet of display area. Tenant's Exclusive shall not apply to the sale of products relating to nature and the environment, educational products and books, videos, music products and computer software, in any current or future form, and the technological evolution thereof or to any full line department or warehouse club occupying eighty thousand (80,000) square feet or more of Gross Floor Area in the Shopping Center. Tenant's Exclusive shall also not apply to any tenants with leases executed prior to the date of this Lease and which are listed in **Exhibit I** of the Lease.

Tenant's Primary Business shall mean the retail sale of (i) pets (including but not limited to fish, birds, reptiles, dogs, cats and other small animals); (ii) food, accessories and other products relating to pets and animals, including equestrian products and apparel related thereto (for purposes hereof, those items listed in (i) and (ii) are collectively referred to as ("pet products")); (iii) services related to pets and animals, such as grooming, short-term overnight boarding, pet day care and veterinary services with respect to domestic animals (collectively, the "pet services"); (iv) products relating to nature and the environment as it relates to the foregoing; (v) educational products and services related to any of the foregoing, and (vi) office and storage uses incidental to the foregoing; provided, however, that those items listed in (iv), (v) and (vi)

shall only be offered incidental to the sale of “pet products” and “pet services”. Further, Tenant hereby agrees that the operation of Tenant’s business from the Premises shall be primarily retail in nature and that providing of pet services shall not become the primary component of Tenant’s operations from the Premises.

In addition, the Lease prohibits other tenants and occupants of the Shopping Center from engaging in any of the Prohibited Uses set forth in **Exhibit C** attached hereto; and (z) imposes certain restrictions relative to building heights and parking ratios as set forth in **Exhibit D** hereto.

[signatures on following page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the 11 day of JANUARY, ~~2006~~ 2007


LANDLORD:

**HERMES ASSOCIATES, LTD.,**  
a Utah limited partnership

By: DDR Family Centers LP  
Its: General Partner

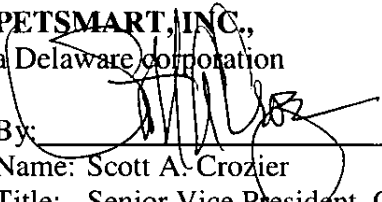
By: DDR DownREIT LLP  
Its: General Partner

By: Developers Diversified Realty Corporation  
Its: Managing Member

By:   
Name: Robin Walker-Gibbons  
Title: Executive Vice President

TENANT:

**PETSMART, INC.,**  
a Delaware corporation

By:   
Name: Scott A. Crozier  
Title: Senior Vice President, General Counsel,  
Secretary and Chief Compliance Officer

**ACKNOWLEDGMENTS**

STATE OF OHIO )  
 ) ss:  
COUNTY OF CUYAHOGA )

On this 11<sup>th</sup> day of January 2006, before me, the undersigned officer, personally appeared Robin Walker-Gibbons as Executive Vice President of Developers Diversified Realty Corporation, the Managing Member of DDR DownREIT LLC, the general partner of DDR Family Centers LP, the general partner of **HERMES ASSOCIATES, LTD.**, a Utah limited liability company, and that she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing such instrument in such capacity.



Paula Jones  
Notary Public

**PAULA JONES**

Notary Public - State of Ohio

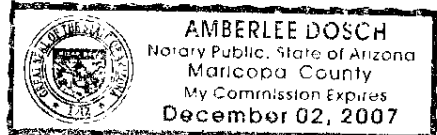
My commission expires Jan. 11, 2009

STATE OF ARIZONA )  
 ) ss:  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December, 2006, by Scott A. Crozier, Senior Vice President, General Counsel, Secretary and Chief Compliance Officer of **PETSMART, INC.**, a Delaware corporation, on behalf of the Tenant.

Amberlee Dosch  
Notary Public

My Commission expires: 12-02-07



**EXHIBIT A**

**SITE PLAN**

(see attached pages)

REVISIONS  
 1.2.21.04 OKLADIN & DORR, CAD. 2007.12.01 BIC

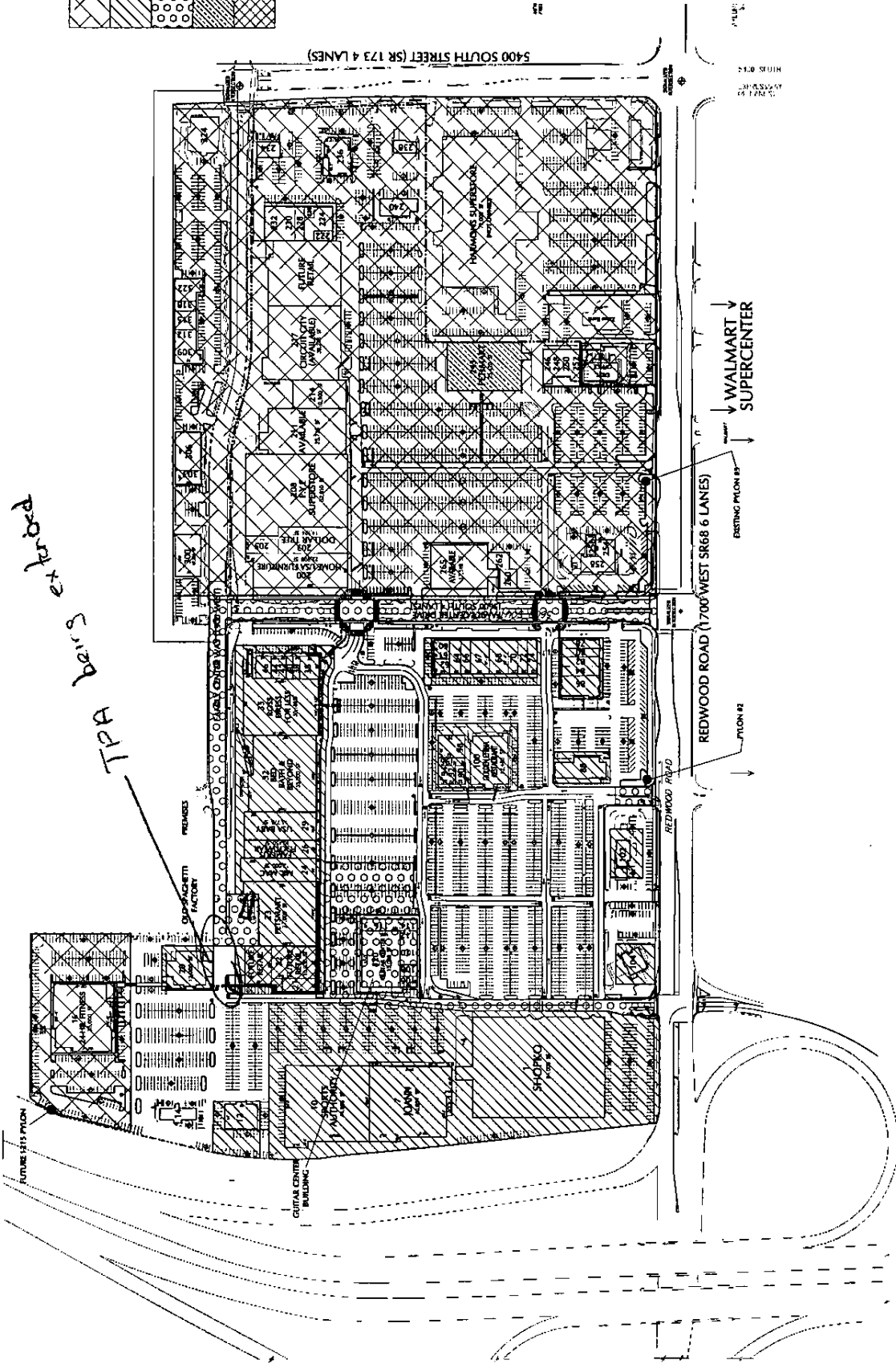
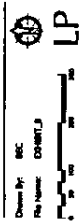
NOT PART OF SHOPPING CENTER  
 PERMISSIBLE BUILDING AREA  
 PROTECTED AREA  
 ORIGINAL PREMISES  
 BUILDING 21  
 BUILDING 22



THE FAMILY CENTER  
 DEVELOPERS  
 DIVERSIFIED REALTY  
 1-2115 & Redwood Road  
 Taylorsville, Utah

DEVELOPERS  
 DIVERSIFIED REALTY  
 1-2115 & Redwood Road  
 Taylorsville, Utah

THE FAMILY CENTER  
 DEVELOPERS  
 DIVERSIFIED REALTY  
 1-2115 & Redwood Road  
 Taylorsville, Utah



*Handwritten note:* TPA bars extended

# THE FAMILY CENTER @ TAYLORSVILLE SOUTH PHASE

**Developers Diversified Realty Corporation**

5300 Stripport Parkway  
Buckleup, MD 21112  
Phone 316-755-1500  
Fax 316-755-1500

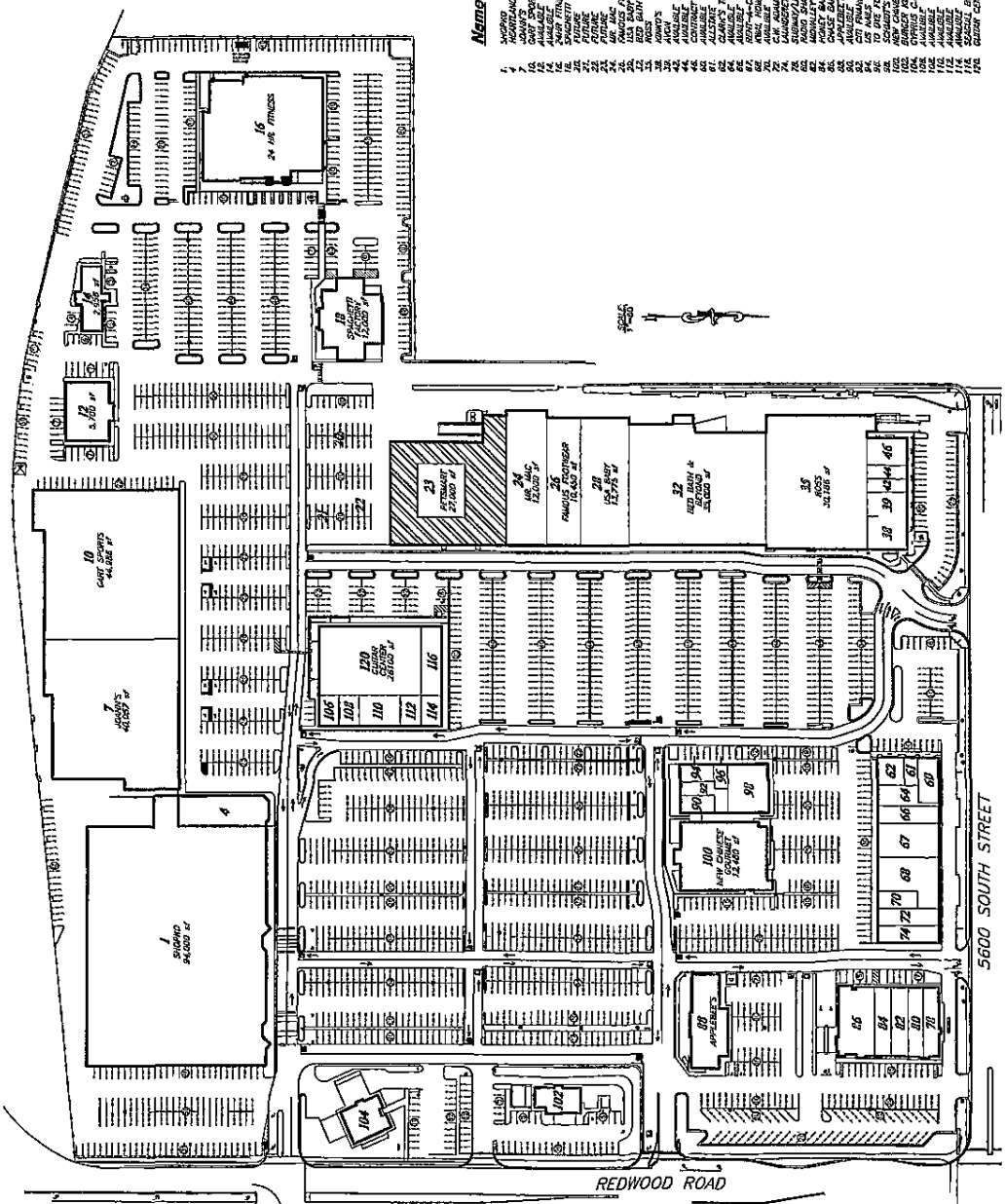
**REEVE & ASSOCIATES, INC.**

Civil Engineering & Land Planning  
Surveying & Land Planning & Landscape Architecture  
20025 West 84th  
Overland Park, KS 66204  
Phone 913-241-2100 Fax 913-241-2125

Site Plan

Taylorville/  
Redwood Road Improvements

DATE: 3/21/78	PROJECT: TAYLORSVILLE	SHEET: 1
DESIGNER: J. L. REEVE	CHECKED: J. L. REEVE	DRAWN: J. L. REEVE



**Square Footage**

Item	Square Footage
1	54,000 SF
2	3,000 SF
3	44,000 SF
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5	2,500 SF
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**Notes**

1. WORKING DRAWING
2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE
3. ALL CONCRETE SHALL BE 3000 PSI
4. ALL REINFORCEMENT SHALL BE #4
5. ALL ROADS SHALL BE 12' WIDE
6. ALL SIDEWALKS SHALL BE 6' WIDE
7. ALL UTILITIES SHALL BE 18" DEEP
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Blue Ribbon Lumber Center  
Call Toll Free  
1-800-662-4111  
The Working Maps Below You Use  
4150 S. HARRISON BLVD., #110,  
P.O. BOX 1000, OMAHA, NE 68102

THE ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES MADE TO BUSINESS PLANS OR SPECIFICATIONS WITHOUT THEIR CONSENT.

## EXHIBIT B

### LEGAL DESCRIPTION

Beginning at a point on the West right of way line of Redwood Road, said point being North 00 degrees 02'55" West 247.50 feet along center of Section line and South 89 degrees 56'25" West 53.00 feet from the center of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence North 00 degrees 02'55" West 995.739 feet along said West right of way line of Redwood Road; thence South 89 degrees 55'04" West 1123.00 feet along the South right of way line of 5600 South Street; thence South 00 degrees 02'55" East 474.57 feet along the East right of way line of 1900 West Street; thence South 89 degrees 56'25" West 477.25 feet; thence South 00 degrees 02'55" East 430.00 feet to the center of Section line of said Section 15; thence South 89 degrees 56'25" West 40.82 feet along said centerline of Section to the Northerly right of way line of the I-215 Freeway; thence South 67 degrees 15' 40" East 138.90 feet along said I-215 right of way line; thence south 76 degrees 43'15" East 375.07 feet continuing along said I-215 right of way line; thence Southeasterly 326.07 feet continuing along said I-215 right of way line and a 1045.92 foot radius curve to the left; thence North 84 degrees 06'21" East 873.31 feet continuing along said I-215 right of way line to said West right of way line of Redwood Road; thence North 00 degrees 02'55" West 316.62 feet to the point of beginning.

Less and except the following parcels:

1. That certain portion of Midvalley South Phase identified as Building R-5, Tax Parcel 21-15-176-020: Beginning at a point which is South 89 degrees 56'25" West 1245.00 feet along the Center Line of Section from the Center of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence South 00 degrees 03'35" East 75.00 feet; thence South 89 degrees 56'25" West 138.00 feet; North 00 degrees 03'35" West 75.00 feet; thence North 89 degrees 56'25" East 138.00 feet to the point of beginning.

2. That certain portion of Midvalley South Phase identified as Theatre Building – North Addition, Tax Parcel 21-15-176-022: Beginning at a point which is South 89 degrees 56'25" West 1457.62 feet along the center line of Section and North 148.00 feet from the Center of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence South 89 degrees 59'26" West 240.76 feet; thence North 00 degrees 02'55" West 281.79 feet; thence North 89 degrees 56'25" East 191.62 feet; thence South 173.98 feet; thence East 20.68 feet; thence South 56.75 feet; thence East 28.70 feet; thence South 51.22 feet to the point of beginning.

3. That certain portion of Midvalley South Phase identified as Building R-1A-Theatre, Tax Parcel 21-15-176-021: Beginning at a point which is South 89 degrees 56'25" West 1215.44 feet along Center Line of Section and North 00 degrees 02'55" West 20.56 feet from the Center of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence South 00 degrees 02'55" East 166.95 feet; thence Northwesterly 31.92 feet along the arc of a 1045.92 foot radius curve to the right ( $\Delta=01$  degrees 42'30"); thence North 76 degrees 43'15" West 375.07 feet; thence North 67 degrees 15'40" West 138.90 feet; thence



North 89 degrees 56'25" East 40.82 feet; thence North 00 degrees 02'55" West 148.21 feet; thence North 89 degrees 59'26" East 315.22 feet; thence South 00 degrees 03'35" East 127.38 feet; thence North 89 degrees 56'25" East 167.56 feet to the point of beginning; Less and excepting there from the following described parcel of land: Beginning at a point which is South 89 degrees 56'25" West 1245.00 feet along the center line of Section from the Center of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence South 00 degrees 03'35" East 75.00 feet; thence South 89 degrees 56'25" West 138.00 feet; North 00 degrees 03'35" West 75.00 feet; thence North 89 degrees 56'25" East 138.00 feet to the point of beginning.

## EXHIBIT C

### USE RESTRICTIONS AND EXCLUSIVES

#### SECTION I USE RESTRICTIONS IMPOSED BY THIS LEASE

**Prohibited Uses.** The following uses (collectively referred to as "Category 1 Uses" and individually as a "Prohibited Use") are prohibited during the Term of the Lease in any portion of the Shopping Center: any use causing loud noises or offensive odors (including any business using exterior loud speakers, unless they are used as background music for outdoor seating at a café or restaurant); manufacturing facility; dry cleaner (except facilities for drop off and pick up of clothing cleaned at another location); used clothing or thrift store or liquidation outlet (provided, however, a store that is part of a national or regional chain, has its own trade name and customer recognition and is customarily located in retail shopping centers similar to the Shopping Center, such as "Play it Again Sports" or "Plato's Closet" shall not be prohibited); adult massage parlor (provided, that this restriction shall not limit non-sexual massage therapy rendered at a health club or spa which is otherwise permitted herein); adult book shop or adult movie house (except that this restriction shall not limit the showing of films with adult content that are released for general commercial distribution to national theatre chains or to a full line video store such as "Blockbuster Video," "Video Update" or "Hollywood Video"); mortuary or funeral parlor; coin operated laundry; cocktail lounge, bar or tavern (except in conjunction with a restaurant permitted hereunder); night club; church; and schools of any nature except: (a) in conjunction with animal training or obedience training classes associated with Tenant's Primary Business; (b) incidental instruction to non-employees within a permitted hair salon or health club or spa; (c) on-site employee training by an occupant incidental to the conduct of its business at the Shopping Center; (d) do-it-yourself workshops conducted at a home improvement center such as Lowes or Home Depot; (e) an educational enhancement center catering to students that is permitted as an exception to a Category 2 Use; (f) instruction within nutrition center that is permitted as an exception to a Category 2 Use; or (g) instruction within a permitted health club or spa. As used herein, "school" includes, but is not limited to, a beauty school, barber college, reading room, place of instruction or any other operation serving primarily students or trainees rather than retail customers.

In addition, the following uses (collectively referred to as "Category 2 Uses" and individually as a "Prohibited Use") are prohibited during the Term of this Lease in any portion of the Shopping Center, except as specifically set forth herein: restaurants of any size within three hundred (300) feet from the Premises; a packaged goods store for the sale of alcoholic beverages (except that this restriction shall not apply to (i) an upscale shop that sells beer, wine and/or liquor for off-premises consumption located at least two hundred (200) feet from the Premises; or (ii) the sale of beer, wine and/or liquor by a grocery store or pharmacy which is otherwise permitted herein); any facility for the sale, lease or rental of automobiles, trucks, motorcycles (excluding bicycles and motorized scooters, provided such bicycles or motorized scooters are not stored or exhibited (i) within two hundred (200) feet from the Premises, or (ii) anywhere within Tenant's Protected Area), recreational vehicles, boats or other vehicles; automobile repair shop or service station or any facility storing or selling gasoline or diesel fuel in or from tanks (unless located on the Outparcels shown on **Exhibit A**, if any); cinema, theater or any place of recreation

(including but not limited to a bowling alley, skating rink, carnival or game arcade) (except that this restriction shall not prevent arcade games that are incidental to an otherwise permitted use); health club or spa (other than within the building currently occupied by the 24 Hour Fitness located as shown on **Exhibit A**)(this restriction shall not prevent the rendering of spa services that are incidental to an otherwise permitted use (e.g. ULTA)); drive-through (except for a drive through that services a pharmacy or is located within the Outparcel area); children's recreational or day-care facility; an educational enhancement center catering to students such as SCORE, Kumon, Sylvan Learning, Huntington Learning Center (except that a single educational enhancement center shall not be prohibited, provided it is located more than three hundred (300) feet from the Premises); a nutrition center (e.g. Weight Watchers, Jenny Craig, Nutrisystem or LA Weight Loss) (except that a single nutrition center shall not be prohibited, provided it is located at least three hundred (300) feet from the Premises); offices and professional uses (except if located more than three hundred (300) feet from the Premises and comprising no more than ten percent (10%) of the total Gross Floor Area of the Shopping Center).

Further, the following uses (collectively referred to as "Category 3 Uses" and individually as a "Prohibited Use") are prohibited in the Shopping Center: nuisances; any use causing offensive odors; restaurants occupying more than twenty-five hundred (2,500) square feet of Gross Floor Area (other than existing restaurants as of the date hereof, or located at least 300 feet from Tenant's Building). It is the intent of this Section that the Shopping Center shall be devoted to high quality retail uses and that the parking and the other common facilities shall not be burdened by either excessive or protracted use.

## EXHIBIT D

### BUILDING HEIGHTS AND PARKING RATIOS

During the Initial Term of this Lease and any Renewal Periods, the number of parking spaces in the Common Area of the Shopping Center on **Exhibit A** shall be no less than four (4) spaces per one thousand (1,000) square feet of Gross Floor Area for the entire Shopping Center (with the exception of outparcels, which shall be parked as described herein). Further, any use located in a building which is free-standing (i.e., not "in-line" with other leaseable buildings) and on a separate parcel within the Shopping Center ("Outparcel") (whether such parcel is leased to or owned by the occupant thereof) must be "self-parked" completely and separately on such Outparcel (i.e., all parking required for such use, either pursuant to local governmental requirements or pursuant to this Lease, whichever amount is greater, must be located on and within the Outparcel containing such use, without the benefit of variances or cross-easements. The foregoing parking requirements relative to Outparcels shall also be applicable to Outparcels which (a) are adjacent to the Shopping Center, (b) have a direct inter-parcel connection with the Shopping Center, and (c) are owned or controlled by Landlord or a related entity or were owned by Landlord or a related entity at the time this Lease is executed. Also, any children's recreational or entertainment facility shall maintain at least as much parking as would be required for a restaurant of the same size. Each parking space in the Shopping Center shall be no less than nine (9) feet from center to center and eighteen (18) feet from end to end, including such handicapped parking spaces as may be required by law; provided, however, Landlord shall have the right to utilize compact car spaces provided such compact car spaces are not located within three hundred (300) feet from Tenant's Building.

Except to the extent already permitted under the Permitted Title Exceptions or current leases or existing building, (i) no improvement or structure in the Shopping Center shall contain more than one (1) structural story in height, and (ii) freestanding pad buildings designated on **Exhibit A** shall not exceed twenty-six (26') feet in height (excluding any architectural features, which shall not exceed thirty (30') feet in height). The height and design of the front elevation of Tenant's Building and any adjacent buildings and Improvements shall be as shown on **Exhibit H** attached hereto.