

13-52

PREPARED BY AND RECORDING
REQUESTED BY AND
WHEN RECORDED RETURN TO:
CARYN BRUNE, ESQ.
THE TJX COMPANIES, INC.
770 COCHITUATE ROAD
FRAMINGHAM, MA 01701

12510224
04/06/2017 02:18 PM \$86.00
Book - 10545 Ps - 2624-2636
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CARYN BRUNE
770 COCHITUATE RD
FRAMINGHAM, MA 01701
BY: MSP, DEPUTY - WI 13 P.

PROPERTY TAX ID # 21-15-176-010-0000

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made and entered into as of this 16th day of March, 2017, by and between TPP 217 TAYLORSVILLE, LLC, a Delaware limited liability company, as landlord (hereinafter referred to as "Landlord"), and THE TJX COMPANIES, INC., a Delaware corporation, as tenant (hereinafter referred to as "Tenant"), provides:

1. Lease. The provisions set forth in a written lease between the parties hereto dated March 16, 2017 (the "Lease") are hereby incorporated by reference in this Memorandum.

2. Demised Premises. The Demised Premises are more particularly described as follows:

The Demised Premises consist of a one-story building, to be renovated by Landlord as herein provided, and contain twenty-one thousand five hundred four (21,504) square feet of ground floor area having a frontage and width of approximately one hundred twenty-one feet (121') and other dimensions as shown and labeled Premise upon the plan attached to the Lease. The Demised Premises are a portion of the Shopping Center land more particularly described in Schedule A attached hereto as a part hereof. In addition, the Tenant shall have the exclusive right to use certain service areas adjacent to the Demised Premises which contain an exterior loading dock and trash storage area.

3. Term and Option to Extend Term. The original term of the Lease shall be the period of ten (10) years and a fraction of month commencing on the Commencement Date (as described below) and terminating on the last day of the month during which the tenth (10th) anniversary of the Commencement Date shall occur, except, however, that if the Commencement Date shall be a first day of a calendar month then the original term of this lease shall be the period of ten (10) years commencing on the Commencement Date and terminating on the day prior to the tenth (10th) anniversary thereof.

Tenant shall have the right, at its election, to extend the term of the Lease for four (4) extension periods of five (5) years each, each commencing upon the expiration of the original term, or the original term as thus previously extended. In addition, Tenant shall have the right, at its election, to extend the original term, or the original term as it may have been previously extended as aforesaid, for an extension period of a year ending upon the January 31st next following the expiration of the original term, or the original term as previously extended, as the case may be. Such extensions shall be granted upon the terms and conditions set forth in the Lease.

4. Commencement Date.

"4.3(A) An "Opening Day" shall be any Monday through Friday (except for legal holidays) between March 1 and the following April 30, and between August 1 and the following October 31. The "Commencement Date" shall be the first Opening Day after the later to occur of the following dates:

(1) the ninetieth (90th) day after the completion of Landlord's Construction Work, receipt by Tenant of notice of such completion from Landlord and receipt by Tenant of permits for its work in the Demised Premises (Tenant agrees to timely apply for and diligently pursue such permits after the Delivery Date); and

(2) the sixtieth (60th) day after (i) a store shall open for business to customers in the Shopping Center under the trade name "Regal Cinemas" containing not less than sixty thousand (60,000) square feet of floor area, and (ii) a store shall open for business to customers in the Shopping Center under the trade name "Ross Dress For Less" containing not less than thirty thousand (30,000) square feet of floor area (each, an "Inducement Tenant" and together, the "Inducement Tenants"); and

(3) the ninetieth (90th) day after Landlord shall have delivered to Tenant all of the fully executed and acknowledged instruments referred to in Paragraph 8 of Schedule B to this lease; and

(4) the tenth (10th) day after Landlord shall have delivered to Tenant a current certificate of completion (or its equivalent depending on the jurisdiction) for the Demised Premises, if the same shall be issuable in accordance with local law or custom; and

(5) the sixtieth (60th) day after Landlord shall have, to the extent necessary, prepared the Pylon Signs for installation of Tenant's identification panels thereon all as required by Paragraph 3 of Schedule B hereof; and

(6) the sixtieth (60th) day after Tenant's receipt of the necessary governmental permits and approvals for Tenant's exterior signs, as well as Tenant's identification panels on the Pylon Signs, all as provided in Section 9.2 below and Paragraph 3 of Schedule B hereof (Tenant agrees to timely apply for and diligently pursue such permits after the Delivery Date); and

(7) the sixtieth (60th) day after Landlord shall have delivered to Tenant the Negative Certification Report referred to in Schedule H to this lease; and

(8) intentionally omitted; and

(9) the tenth (10th) day after completion of construction of or necessary repairs to the Common Areas (defined in Paragraph 2 of Schedule B); and

(10) October 30, 2017."

Notwithstanding anything in the Lease contained to the contrary, if the Demised Premises shall be opened for business with customers prior to the Commencement Date determined as above provided, such date of opening shall be the Commencement Date.

5. Duplicate originals of the Lease are in the possession of the Landlord and Tenant and reference should be made thereto with respect to any questions arising in connection therewith. The addresses for Landlord and Tenant are as follows:

Landlord: 750 N. St. Paul Street, Suite 900
Dallas, TX 75201

Tenant: 770 Cochituate Road
Framingham, Massachusetts 01701
Attn: Vice President-Real Estate

6. The Lease contains certain restrictions upon the remainder of the Shopping Center property described in Schedule A, as set forth in Schedule B of the Lease, including without limitation, the following:

"Schedule B, Paragraph 4(A) Landlord agrees that, except as existing as of the date hereof (and replacements thereof offering the same or substantially similar goods and/or services), the Shopping Center shall not be used (a) for any non-retail purposes (repairs, alterations and offices incidental to retailing, and banks and small loan offices, shall be deemed retail for purposes of this lease), or (b) for any entertainment purposes such as a bowling alley (except for one bowling alley operating under the trade name of "All Star Bowling" and located in the premises labelled as "Bowling Center" on the Lease Plan (page A-3)), skating rink, cinema, bar (except a bar incidental to a primary restaurant use is allowed in a location permitted by this lease so long as projected sales of beer, wine and alcohol are less than forty percent (40%) of the projected gross sales for such establishment), nightclub, discotheque, amusement gallery, poolroom, health club, massage parlor, sporting event, sports or game facility, off-track betting club, or (c) for any or the Prohibited Uses set forth in Schedule F attached hereto. Except as existing as of the date hereof (and restaurant use replacements thereof), no restaurants or establishments selling food prepared on premises for consumption on or off premises shall be located in the Shopping Center; provided, however, that restaurants shall be permitted in the area labelled as "Restaurant Outparcel Area" on the Lease Plan (page A-1) so long as collectively the restaurants in the Restaurant Outparcel Area do not exceed thirty-three thousand one hundred seventy-five (33,175) square feet. (Collectively the uses described herein are referred to as the "Prohibited Uses".)

(B) Landlord agrees that, from the date hereof until expiration of the term of this lease, no other premises in the South Phase shall at any time contain more than (i) fifteen thousand (15,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of apparel and related accessories on an "Off-Price" basis (defined below), and/or (ii) seven thousand five hundred (7,500) square feet of floor area therein used or occupied for, or devoted to the sale or display of shoes, footwear and related accessories on an "Off-Price" basis, and/or (iii) fifteen thousand (15,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of furnishings for the home on an "Off-Price" basis including the following categories of items: linens and domestics, window treatments, floor coverings, bathroom items, bedding, furniture, wall décor, housewares, table top goods, glassware, flatware, cookware, kitchen utensils, giftware and/or closet, shelving and storage items and home accessories (all of the foregoing hereinafter referred to as the "Exclusive Use" and the merchandise referred to therein as the "Protected Merchandise"). The computation of such floor area shall include one half (1/2) of all floor area in any aisles, corridors or similar spaces adjacent to or abutting any racks, gondolas, shelves, cabinets, counters or other fixtures or equipment containing or used for the sale or display of the Protected Merchandise. As used herein, "Off-Price" basis shall mean the retail sale of a variety of brand name and designer apparel, shoes and/or furnishings for the home on an everyday basis at prices reduced from prices charged by full price department and specialty stores (as opposed to the retail sale of regularly priced apparel with traditional sales, clearances, discounts or promotions). As of the date hereof, examples of "Off-Price" stores include, but are not limited to, stores operated under the tradenames Ross, Nordstrom Rack, Saks Off 5th, Bloomingdale's Outlet, Last Call Studio, Burlington Coat Factory and Steinmart.


(C) In addition to all other remedies available to Tenant at law and in equity for a breach of the covenants contained in Paragraphs (A) and (B) of this Paragraph 4, if an occupant or tenant in the Shopping Center engages in the Exclusive Use or a Prohibited Use, Tenant shall be entitled to any of the following remedies on a non-exclusive basis: (i) Tenant may pay Alternate Rent (as defined in Section 4.3(B)) until such Exclusive Use or Prohibited Use ceases, except that Landlord shall have three (3) months to attempt cure before Tenant may pay Alternate Rent when Landlord has not consented to the Exclusive Use, (ii) Tenant may terminate this lease if the Exclusive Use or Prohibited Use continues for more than one hundred fifty (150) consecutive days by giving thirty (30) days' notice to Landlord or (iii) Tenant may seek injunctive relief to enjoin or restrain such occupant or tenant from engaging in the Exclusive Use or a Prohibited Use. Notwithstanding anything to the contrary contained herein, so long as Landlord is using its best efforts to diligently enforce the restrictions contained in this Paragraph 4 against any tenant or occupant engaged in the Exclusive Use or a Prohibited Use in violation of its lease, Tenant's termination right under this Paragraph 4(C) shall be stayed.


(D) The provisions of this Paragraph 4 shall not apply with respect to rights previously granted to tenants or occupants under leases or agreements existing as of the date hereof (collectively "Existing Leases") for only so long as such Existing Leases continue in full force and effect (including any renewals thereof or amended and restated leases between Landlord and the same tenant or occupant under an Existing Lease) and only to the extent such Existing Leases permit such Prohibited Uses or the Exclusive Use. Landlord agrees not to amend any Existing Leases to permit the Prohibited Uses or the Exclusive Use. Landlord warrants and represents that all of the Existing Leases are listed on Schedule K attached hereto."

7. It is understood and agreed that the only purpose of this Memorandum of Lease is to give notice of the Lease; it being distinctly understood and agreed that said Lease constitutes the entire lease and agreement between Landlord and Tenant with respect to the Demised Premises. The Lease contains additional rights, terms and conditions not enumerated in this instrument. This instrument is not intended to vary the terms of the Lease, including such rights, terms and conditions and in the event of any inconsistency between the provisions of this Memorandum of Lease and the Lease, the provisions of the Lease shall control.


IN WITNESS WHEREOF, the parties hereto have executed this Memorandum pursuant to due authorization.

WITNESSES AS TO BOTH:



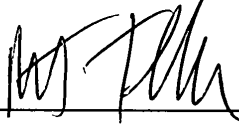


TPP 217 TAYLORSVILLE, LLC
a Delaware limited liability company

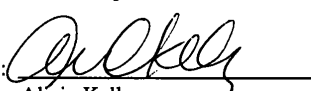
By: 
Name: **John Mearns**
Its: **Vice President**

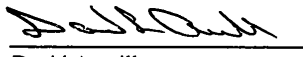
By: _____
Name:
Its:

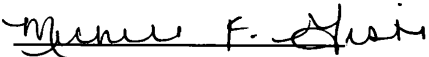
WITNESSES AS TO BOTH:



THE TJX COMPANIES, INC.
a Delaware corporation

By: 
Alicia Kelly
Executive Vice President,
General Counsel and Secretary

By: 
David Averill
Senior Vice President, Corporate Tax
Director

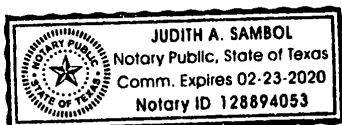


LANDLORD'S ACKNOWLEDGMENT

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

I, JUDITH A. SAMBOL, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN MEARNS, personally known to me to be the ~~VICE PRESIDENT~~ of TPP 217 Taylorsville, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument in the capacity stated above, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of MARCH, 2017.



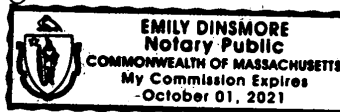
Justin A Sambol

TENANT'S ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
) SS.
 COUNTY OF MIDDLESEX)

On this 17th day of March, 2017, before me, the undersigned notary public, personally appeared Alicia Kelly as Executive Vice President, General Counsel and Secretary and David Averill as Senior Vice President, Tax Director, respectively, of The TJX Companies, Inc., proved to me through satisfactory evidence of identification, which is personal knowledge of the identity of both, to be the people whose names are signed on the preceding document and who acknowledged that they signed it voluntarily for its stated purpose.

Emily Dinsmore
 Notary Public



SCHEDULE A

DESCRIPTION OF SHOPPING CENTER AND DEMISED PREMISES

The "Demised Premises" consist of a portion of a one-story building, to be renovated by Landlord as herein provided, and contain twenty-one thousand five hundred four (21,504) square feet of ground floor area having a frontage and width of approximately one hundred twenty-one feet (121') and such other dimensions as shown upon the plan attached hereto (the "Lease Plan"), and are a portion of the premises within the Shopping Center referred to hereinbelow labeled Premise on the Lease Plan (page A-1). The Lease Plan shall not be modified in any way without Tenant's consent, which may be withheld at Tenant's sole and absolute discretion. In addition, Tenant shall have the exclusive right to use certain service areas adjacent to the Demised Premises which contain an exterior loading dock and trash storage area for Tenant's delivery and removal activities and for Tenant's compactor, dumpster and/or trash receptacles. It is expressly understood and agreed that said service areas shall not be included in computing minimum rent pursuant to Section 5.1 of the lease or Tenant's Portion (defined in Section 6.1) for purposes of Article VI and Paragraph 10 of Schedule B or for purposes of calculating other charges due under this lease. For purposes of this lease, floor area shall be measured from the outside face of exterior walls and the center of interior partition walls. If after completion of Landlord's Construction Work the Demised Premises shall contain less than the ground floor area required above then, in addition to all other remedies of Tenant, as a result thereof, the rent payable by Tenant pursuant to the lease shall be reduced proportionately and if the Demised Premises contains less than twenty-one thousand (21,000) square feet of ground floor area, Tenant may terminate this lease by giving notice to Landlord. Notwithstanding anything to the contrary contained in this lease, in no event shall minimum rent, additional rent or other charges due under this lease be based on the Demised Premises containing more than twenty-one thousand five hundred four (21,504) square feet of ground floor area. Landlord agrees that the name of the Shopping Center shall not contain the trade name of any business operated in the Shopping Center.

The Demised Premises are situated within The Crossroads of Taylorsville, located at the corner of the intersection of Redwood Road and 5400 South (together with 5600 South, herein collectively referred to as the "Main Streets") in Taylorsville, County of Salt Lake, Utah. The Shopping Center is the land, together with the buildings and other structures from time to time thereon, shown on the Lease Plan, and is more particularly described as follows:

(LEGAL DESCRIPTION)

All that certain real property located in the County of Salt Lake, State of Utah, described as follows:

PARCEL A-1 MIDVALLEY SOUTH PHASE:

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 45.00 feet; thence South 00 degrees 02'55" East 338.23 feet; 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.

Contains: 1,824,303 sf or 41.88 ac, as described.

Note: For reference purposes only, the property is identified as the following Tax ID Numbers: 21-15-176-010, 21-15-176-013, 21-15-176-014 (now part of 21-15-176-024), 21-15-176-016, 21-15-176-017, 21-15-176-020 (now part of 21-15-176-024), 21-15-176-021, 21-15-176-022, 21-15-176-023, 21-15-151-030, 21-15-151-031, 21-15-327-002 and 21-15-327-003

PARCEL A2 MIDVALLEY NORTH PHASE:

Beginning at a point on the South line of 5400 South Street, said point being South 89 degrees 53'41" West 660.00 feet and South 00 degrees 02'55" East 39.017 feet from the North quarter corner of SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN and running

thence South 00 degrees 02'55" East 620.983 feet; thence North 89 degrees 53'41" East 406.50 feet; thence South 00 degrees 02'55" East 114.00 feet; thence North 89 degrees 53'41" East 200.50 feet to the west line of Redwood Road; thence South 00 degrees 02'55" East 553.239 feet along the west line of Redwood Road to the north line of 5600 South Street; thence South 89 degrees 55'04" West 1123.00 feet along the north line of 5600 South Street to the east line of 1900 West Street; thence along the east line of 1900 West Street the next 6 courses and distances: North 00 degrees 02'55" West 327.38 feet; thence northeasterly 163.04 feet along the arc of a 500.00 foot radius curve to the right (chord bears North 09 degrees 17'35" East 162.32 feet); thence northeasterly 184.19 feet along the arc of a 566.00 foot radius curve to the left (chord bears North 09 degrees 18'43" East 183.38 feet); thence North 00 degrees 00'39" West 480.36 feet; thence North 04 degrees 04'27" East 70.18 feet; thence North 00 degrees 00'39" West 55.95 feet to the South line of 5400 South Street; thence along the South line of 5400 South Street the next 3 courses and distances: northeasterly 253.94 feet along the arc of an 11,512.16 foot radius curve to the left (chord bears North 88 degrees 31'35" East 253.94 feet); thence North 87 degrees 53'41" East 173.03 feet; thence northeasterly 27.649 feet along the arc of an 11,406.16 foot radius curve to the right (chord bears North 87 degrees 57'51" East 27.648 feet), to the point of beginning.

Contains 998,062 Square Feet, 22.9124 acres.

Note: For reference purposes only, the property is identified as the following Tax ID Numbers: 21-15-126-048, 21-15-126-049, 21-15-126-050, 21-15-126-056, 21-15-126-057, 21-15-126-058, 21-15-126-059 (now part of 21-15-126-071 and 21-15-126-072), 21-15-126-060, 21-15-126-061 (now part of 21-15-126-071 and 21-15-126-072), 21-15-126-062 and 21-15-126-063

**PARCEL A3:
MIDVALLEY NORTH PHASE (WEST PART):**

Beginning at a point on the south right of way line of 5400 South Street and west right of way line of 1900 West Street, said point being South 89 degrees 53'41" West 1185.39 feet along section line and South 00 degrees 00'39" East 65.832 feet from the North quarter corner of SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, and running thence along said west right of way line 1900 West Street the next four courses and distances: South 00 degrees 00'39" East 592.42 feet; thence southwesterly 162.71 feet, along the arc of a 500 foot radius curve to the right (chord = South 9 degrees 18'43" West 161.997 feet), to a point of reverse curve; thence southwesterly 184.56 feet, along the arc of a 566 foot radius curve to the left (chord = South 9 degrees 17'38" West 183.744 feet); thence South 00 degrees 02'55" East 404.84 feet; thence South 89 degrees 56'22" West 82.94 feet; thence North 00 degrees 04'29" West 1351.11 feet, to and along the east line of Hew-Wood Estates No. 2 and No. 1 Subdivisions, said subdivisions being recorded and on file in the office of the Salt Lake County Recorder, to said south right of way line of 5400 South Street; thence North 89 degrees 53'41" East 64.10 feet, along said south right of way line; thence northeasterly 62.95 feet, along the arc of a 11,512.16 foot radius curve to the left, and continuing along said south right of way line; thence South 45 degrees 13'56" East 18.43 feet, continuing along said south right of way line, more or less, to the point of beginning.

Contains: 155,890 sq. Ft. 3.5787 acres.

Note: For reference purposes only, the property is identified as the following Tax ID Numbers: 21-15-127-001, 21-15-127-002, 21-15-127-003 and 21-15-127-004

Parcel B:

Together with a non-exclusive easement as set forth in Reciprocal Declaration of Covenant, and the terms and conditions therein, by and between Harmon City, Inc., a Utah corporation and Hermes Associates, Ltd., a Utah limited partnership, recorded June 17, 1992, as Entry No. 5275382, in Book 6472, at Page 1013 of Official Records.

Parcel C:

Together with a non-exclusive easement for ingress, egress and parking over and upon parking and common areas as provided for in:

Declaration of Restrictions and Grant of Easements, recorded June 30, 1981, as Entry No. 3580638, in Book 5265, at Page 1688;

By Addendum to Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded September 25, 1981, as Entry No. 3608494, in Book 5296 at Page 434;

Addendum to Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded December 30, 1985, as Entry No. 4182363, in Book 5722 at Page 924;

Addendum to Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded January 15, 1986, as Entry No. 4189540, in Book 5727 at Page 2985;

Amended Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded March 12, 1987, as Entry No. 4243664, in Book 5765 at Page 2527; and

Third Amended Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded March 1, 1987, as Entry No. 4448700, in Book 5912 at Page 376; all of Official Records.

PARCEL D:

Together with those certain Non-Exclusive access easement(s) as provided in the following:

SCHEDULE A

A-2

- a) ACCESS EASEMENT AGREEMENT, dated August 3, 2004, by and between DDR Family Centers LP, a Delaware limited partnership and Hardy Redwood Center, LLC, a Utah limited liability company, dba Shops on Redwood, recorded August 18, 2004, as Entry No. 9149644, in Book 9027, at Page 1254, of Official Records.
- b) ACCESS EASEMENT AGREEMENT, dated August 3, 2004, by and between DDR Family Centers LP, a Delaware limited partnership and Hardy Redwood Center, LLC, a Utah limited liability company, dba Shops on Redwood, recorded August 18, 2004, as Entry No. 9149645, in Book 9027, at Page 1268, of Official Records.
- c) AMENDED AND RESTATED ACCESS EASEMENT AGREEMENT, dated February 23, 2005, by and between DDR Family Centers LP, a Delaware limited partnership; Hermes Associates, LTD., a Utah limited partnership; and Hardy Redwood Center, LLC, a Utah limited liability company, dba Shops on Redwood, recorded April 12, 2005, as Entry No. 9346731, in Book 9117, at Page 945, of Official Records.
- d) AMENDED AND RESTATED ACCESS EASEMENT AGREEMENT, dated February 23, 2005, by and between DDR Family Centers LP, a Delaware limited partnership; Hermes Associates, LTD., a Utah limited partnership; and Hardy Redwood Center, LLC, a Utah limited liability company, dba Shops on Redwood, recorded April 12, 2005, as Entry No. 9346732, in Book 9117, at Page 963, of Official Records.

PARCEL E:

Together with those certain Non-Exclusive easements for ingress, egress and parking upon the parking and common areas as provided in the following: a) Declaration of Restrictions and Grant of Easements, recorded February 14, 1985 as Entry No. 4050701 in Book 5629 at Page 2212, of Official Records.

b) Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded July 22, 1986, as Entry No. 4282574, in Book 5793 at Page 1801, of Official Records.

c) Addendum to Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded January 17, 1992, as Entry No. 5184473, in Book 6399 at Page 677, of Official Records.

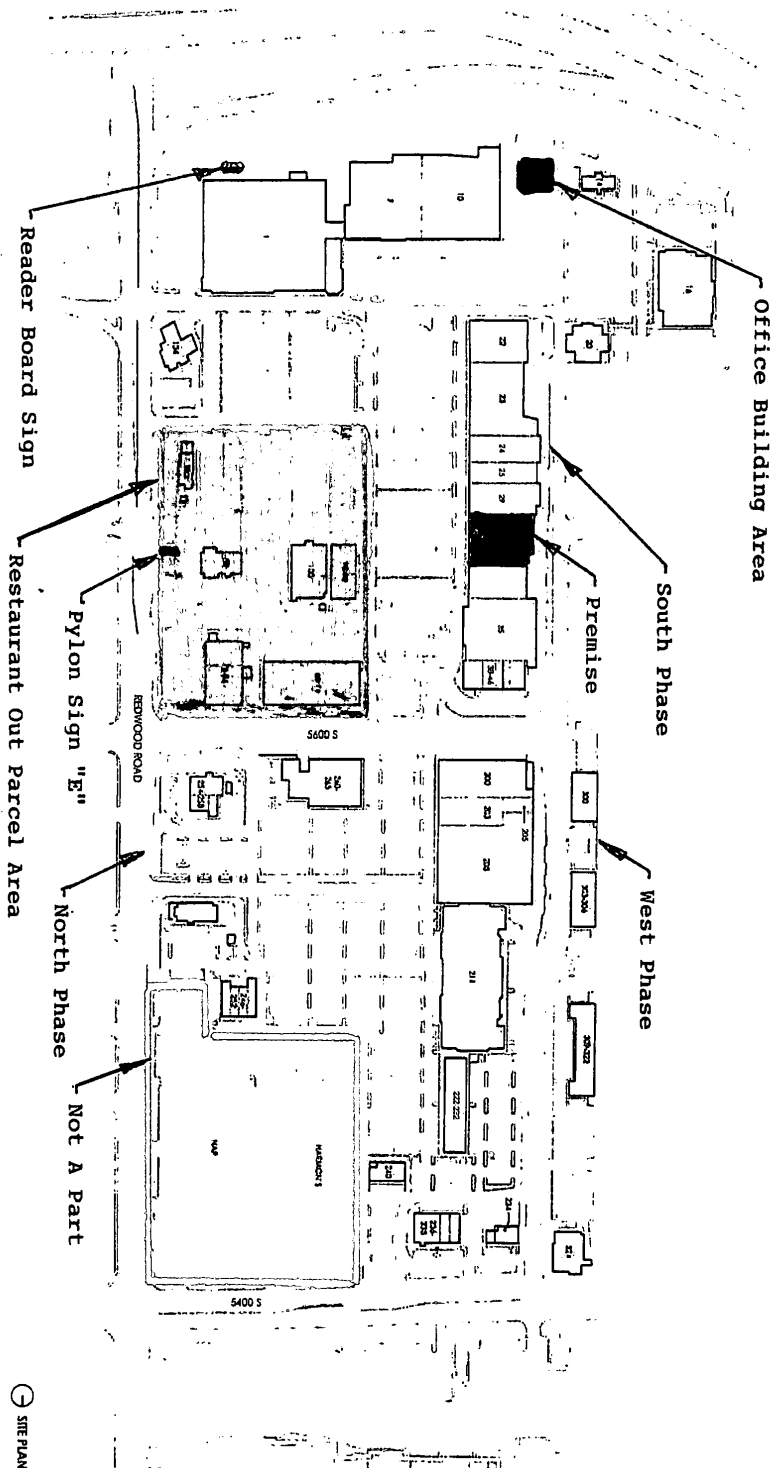
PARCEL F:

Together with that certain Non-Exclusive driveway easement as provided in the following:
Easement Agreement dated September 17, 1981 and recorded December 30, 1981 in Entry No. 3635435, in Book 5327, Page 83 of the Official Records.

LEASE PLAN

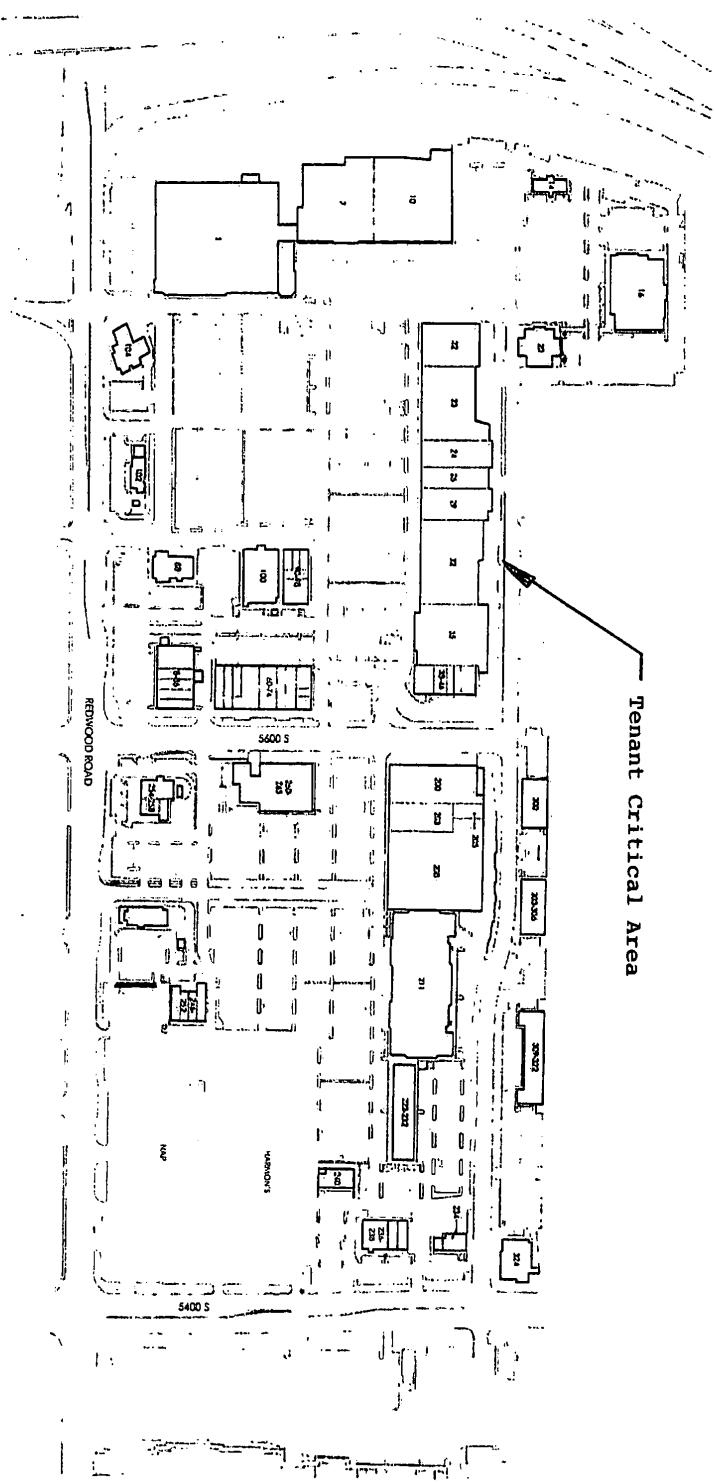
[ATTACHED]

HERSCHMAN ARCHITECTS
25201 BAKER RD, SUITE 400, CLEVELAND OH 44128



Lease Plan
A-1

THE CROSSROADS AT TAYLORVILLE
5 SQUARE • TAYLORVILLE OH • 01/27/17



Tenant Critical Area

Lease Plan

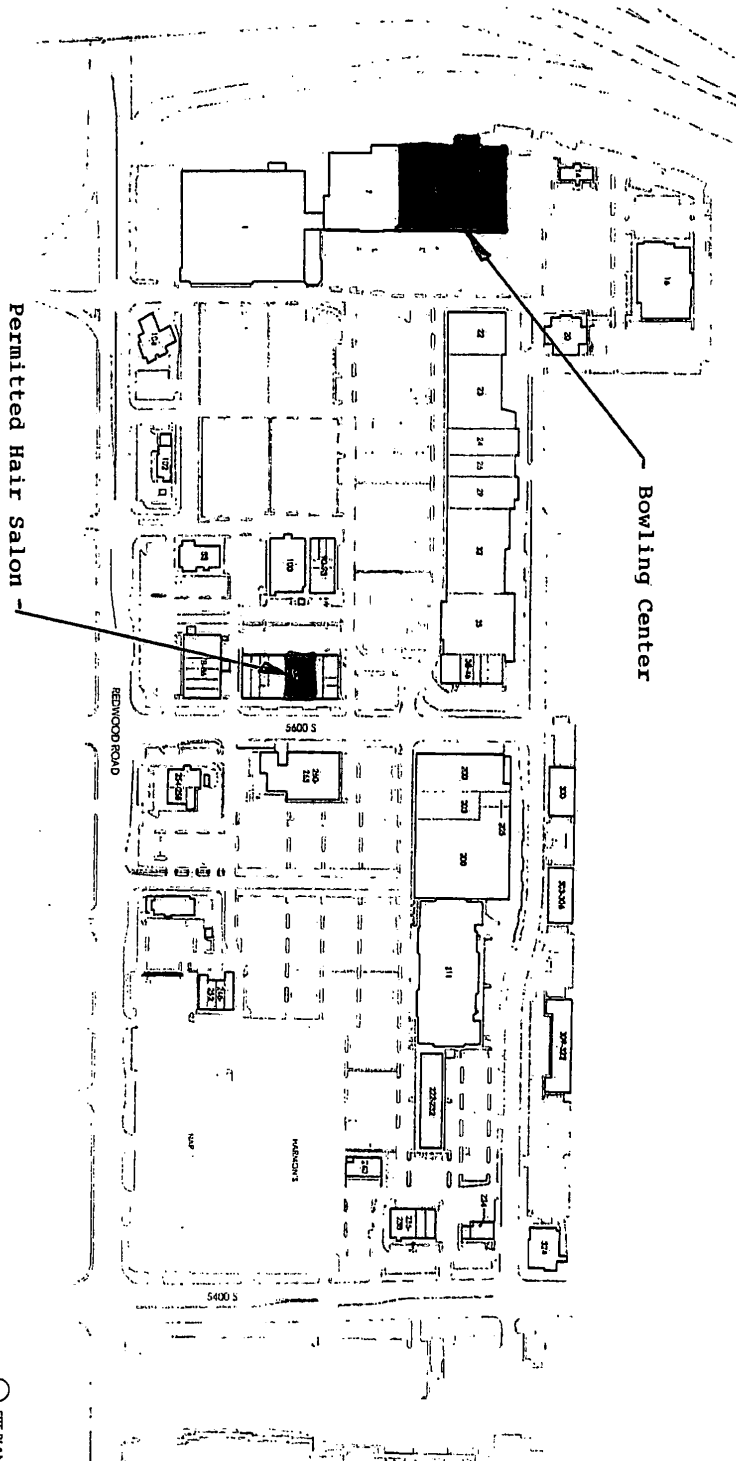
A-2

⊕ SITE PLAN

HERSCHMAN ARCHITECTS
23011 BRYANT RD. SUITE 200 CLEVELAND OH 44178

THE CROSSROADS AT TAYLORSVILLE
SQUARED PARTNERSHIP 01/27/17

HERSCHMAN ARCHITECTS
2500 SHAW DR. SUITE 401, CLEVELAND OH 44123



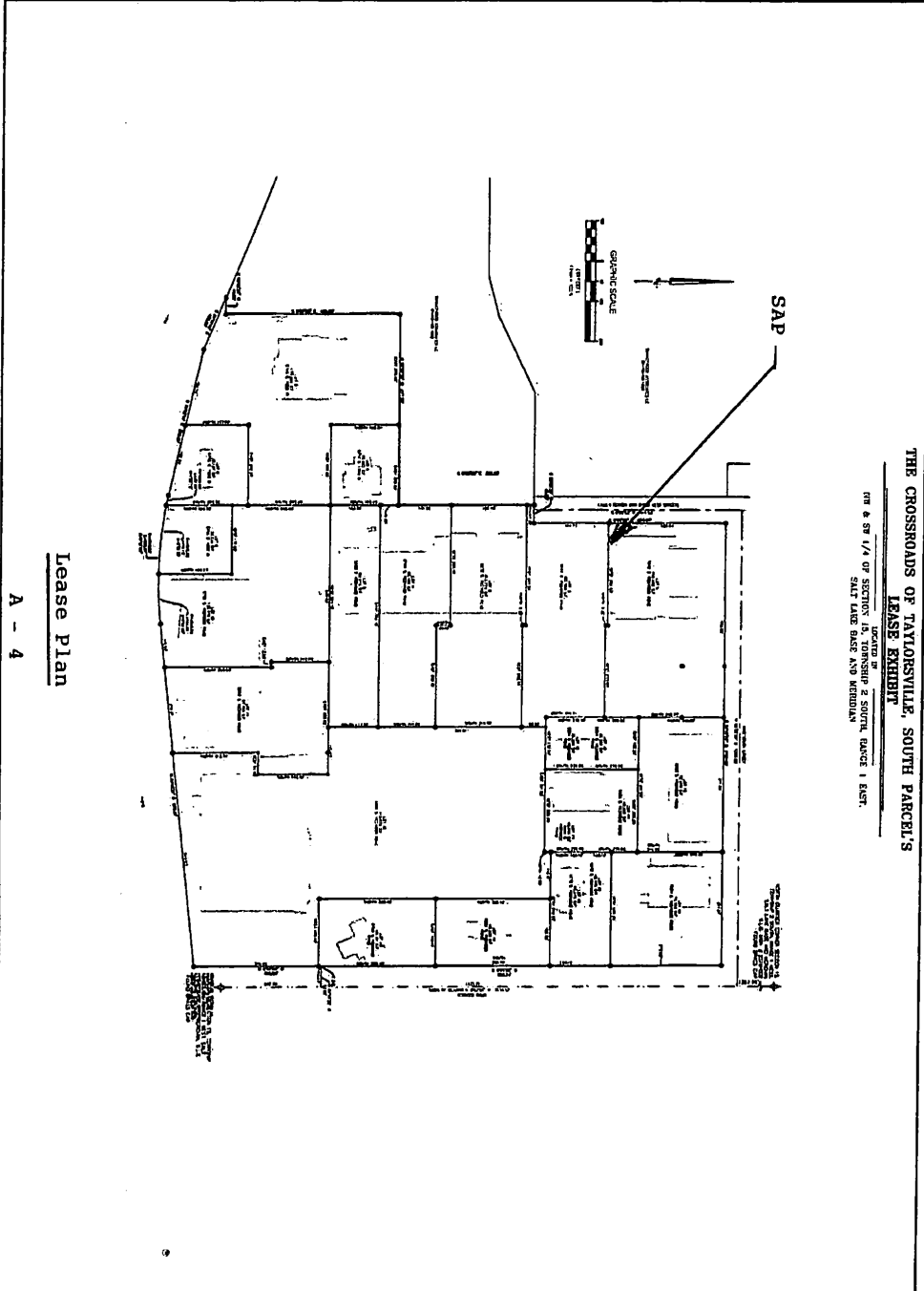
Lease Plan

A-3

THE CROSSROADS AT TAYLORVILLE
SQUARED • TAYLORVILLE, UT • 01/27/17

⊕ SITE PLAN

THE CROSSROADS OF TAYLORVILLE SOUTH PARCELS
 LEASE EXHIBIT
 LOCATED IN
 TOWNSHIP 2 SOUTH RANGE 1 EAST
 SECTION 19, TOWNSHIP 2 SOUTH RANGE 1 EAST
 SALT LAKE BASIN AND MERIDIAN



Lease Plan

A - 4

Separate Assessed Parcel

THE CROSSROADS OF TAYLORVILLE SOUTH PARCELS LOCATED IN TOWNSHIP 2 SOUTH RANGE 1 EAST SECTION 19, TOWNSHIP 2 SOUTH RANGE 1 EAST SALT LAKE BASIN AND MERIDIAN	Date: 08/11/2010 Drawn: J. G. G. Checked: J. G. G. Appraised: J. G. G. Scale: AS SHOWN Job No: 10545	BUSH & GUGGELL, INC. Engineers - Planners - Surveyors 1111 West 2000 South Salt Lake City, Utah 84119 Phone: 801-488-8888 Fax: 801-488-8889 www.bushandguggell.com	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32
	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32		