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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
CROE & DUNLEVY
324 N. ROBINSON
STE 100
OKLAHOMA CITY OK 73102
BY: MGP, DEPUTY - MA 7 P.

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

FITNESS ALLIANCE UT, LLC
1 East Washington Street, Suite 500
Phoenix, Arizona 85004
Attention: Brad Neste

MEMORANDUM OF LEASE

This Memorandum of Lease is made the 18th day of November, 2019, between **TPP 217 TAYLORSVILLE, LLC**, a Utah limited liability company ("Landlord") having a notice address of 1717 Main Street, Suite 2600, Dallas, TX 75261, Attn: John Mearns, and **FITNESS ALLIANCE UT, LLC**, a Utah limited liability company ("Tenant"), having a notice address of 1 East Washington Street, Suite 500, Phoenix, AZ 85004.

Landlord and Tenant are parties to that certain Shopping Center Lease of even date herewith (the "Lease") of the Premises situated in real property located in the City of Taylorsville, Utah, as described in **Exhibit A** and as depicted on **Exhibit A-1**, each attached hereto and incorporated herein. The Lease has a term commencement on the Rent Commencement Date and continues for a period of fifteen (15) years, as such dates shall be adjusted pursuant to the Lease. Defined terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

Provisions for rent and the other terms, covenants and conditions of said letting including, without limitation, the option on the part of Tenant for extension of the lease term, and exclusive use rights, are set forth at length in the Lease and all of said provisions, terms, covenants and conditions are, by reference thereto, hereby incorporated in and made a part of this Memorandum of Lease.

This instrument shall also bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the respective parties, and all covenants, conditions and agreements herein contained shall be construed as covenants running with the land. This instrument shall not become binding upon the parties until it shall have been executed and delivered by both Landlord and Tenant.

This Memorandum of Lease is made and executed by the parties hereto solely for the purpose of recording the same in the office of the public records of Salt Lake County, and is subject in each and every respect, to the rents and other terms, covenants and conditions of the Lease, and this Memorandum of Lease is executed and delivered with the understanding and agreement that the same shall not in any manner or form whatsoever, alter, modify or vary the rents and other terms, covenants and conditions of the Lease. In the event of any conflict or inconsistency between the terms, covenants and conditions of the Lease and the provisions of this Memorandum of Lease, the terms, covenants and conditions of the Lease shall control.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease, as of the day and year first above written.

"Landlord":

"Tenant":

TPP 217 TAYLORSVILLE, LLC
a Delaware limited liability company

FITNESS ALLIANCE UT, LLC,
a Utah limited liability Company

By: *John Mearns*

By: _____

Print Name: John Mearns
Vice President

Print Name: _____

Title: _____

Title: _____

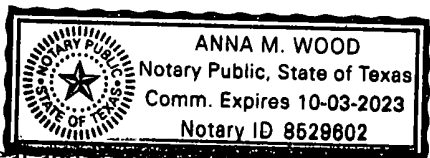
Date: 11/19/2019

Date: _____

STATE OF Texas

COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 19th day of November, 2019, by John Mearns, the Vice President of TPP 217 Taylorsville, LLC, a Delaware limited liability company.



(Seal and Expiration Date)

Anna M Wood
Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, the _____ of Fitness Alliance UT, LLC, a Utah limited liability company.

Notary Public

(Seal and Expiration Date)

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease, as of the day and year first above written.

"Landlord":

"Tenant":

TPP 217 TAYLORSVILLE, LLC
a Delaware limited liability company

FITNESS ALLIANCE UT, LLC,
a Utah limited liability Company

By: _____

By: Reedie Orenberg

Print Name: _____

Print Name: Richard Orenberg

Title: _____

Title: CEO

Date: _____

Date: 11/26/19

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the _____ of TPP 217 Taylorsville, LLC, a Delaware limited liability company.

Notary Public

(Seal and Expiration Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the _____ of Fitness Alliance UT, LLC, a Utah limited liability company.

Notary Public

(Seal and Expiration Date)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN DIEGO

2019

On 26th NOVEMBER before me, Shirin Fardanesh, Notary Public
(Here insert name and title of the officer)

personally appeared RICHARD DRENGBERG

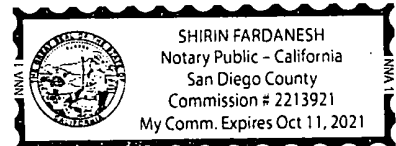
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Shirin Fardanesh
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

EXHIBIT "A"

SHOPPING CENTER LEGAL DESCRIPTION

MIDVALLEY NORTH PHASE:

BEGINNING AT A POINT ON THE SOUTH LINE OF 5400 SOUTH STREET, SAID POINT BEING SOUTH 89°53'41" WEST 660.00 FEET AND SOUTH 00°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°02'55" EAST 620.983 FEET; THENCE NORTH 89°53'41" EAST 406.50 FEET; THENCE SOUTH 00°02'55" EAST 114.00 FEET; THENCE NORTH 89°53'41" EAST 200.50 FEET TO THE WEST LINE OF REDWOOD ROAD; THENCE SOUTH 00°02'55" EAST 553.239 FEET ALONG THE WEST LINE OF REDWOOD ROAD TO THE NORTH LINE OF 5600 SOUTH STREET; THENCE SOUTH 89°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°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°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°18'43" EAST 183.38 FEET); THENCE NORTH 00°00'39" WEST 480.36 FEET; THENCE NORTH 04°04'27" EAST 70.18 FEET; THENCE NORTH 00°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°31'35" EAST 253.94 FEET); THENCE NORTH 87°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°57'51" EAST 27.648 FEET), TO THE POINT OF BEGINNING, AND CONTAINING 998,062 SQUARE FEET, 22.9124 ACRES, MORE OR LESS.

LESS AND EXCEPT THE CHICK-FIL-A PARCEL DESCRIBED BELOW

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 00°02'55" EAST 821.26 FEET ALONG THE SECTION LINE AND PERPENDICULARLY SOUTH 89°57'05" WEST 79.99 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°07'57" EAST 154.35 FEET;
THENCE SOUTH 89°54'58" WEST 242.19 FEET;
THENCE NORTH 00°07'59" WEST 123.50 FEET;

THENCE NORTH 20°07'37" WEST 19.77 FEET;
THENCE NORTH 00°07'59" WEST 13.45 FEET;
THENCE SOUTH 89°48'55" EAST 248.96 FEET TO THE POINT OF BEGINNING.

CONTAINS 37,675 SQUARE FEET OR 0.865 ACRES.
ALSO LESS AND EXCEPTING THEREFROM THAT PORTION DESCRIBED IN
WARRANTY DEED TO THE UTAH DEPARTMENT OF TRANSPORTATION,
RECORDED MARCH 8, 2019, AS ENTRY NO. 12946431, IN BOOK 10758 AT PAGE 8504
OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY,
SITUATE IN THE NE1/4 NW1/4 OF SECTION 15, T.2S., R.1W., S.L.B&M., FOR THE
CONSTRUCTION OF IMPROVEMENTS INCIDENT TO THE SR-173, BANGERTER HWY
TO 1500 WEST PROJECT, KNOWN AS PROJECT NUMBER F-0173(37)5.:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE
TRACT, WHICH POINT IS ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID SR-173
(5400 SOUTH STREET), WHICH POINT IS ALSO 972.30 FEET S.89°53'41"W. ALONG
THE SECTION LINE AND 49.34 FEET S.00°02'55"E. AND 127.69 FEET S.88°46'03"W.
FROM THE NORTH QUARTER CORNER OF SAID SECTION 15, WHICH POINT IS ALSO
53.00 FEET RADIALLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID
PROJECT, AT ENGINEER STATION 108+92.00; THENCE S.45°29'14"W. 20.28 FEET TO
THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT AND EASTERLY RIGHT
OF WAY LINE OF 1900 WEST STREET, WHICH POINT IS ALSO 67.00 FEET RADIALLY
DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID PROJECT, AT ENGINEER
STATION 108+77.39; THENCE ALONG SAID BOUNDARY AND RIGHT OF WAY LINE
N.00°00'39"W. 14.00 FEET TO THE NORTHWEST CORNER OF SAID ENTIRE TRACT
AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID SR-173 (5400 SOUTH STREET);
THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT AND
SAID RIGHT OF WAY LINE WESTERLY 14.47 FEET ALONG THE ARC OF A 11,512.16-
FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE
OF 00°04'19", THE CHORD OF WHICH BEARS N.89°07'21"E. 14.47 FEET, MORE OR
LESS, TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID
PROJECT ON FILE AT THE OFFICE OF THE UTAH DEPARTMENT OF
TRANSPORTATION.

(NOTE: ROTATE ABOVE BEARINGS 00°15'36" CLOCKWISE TO EQUAL PROJECT
BEARINGS.)

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

EXHIBIT A-1

Site Plan

