

RECORDING REQUESTED BY

Ross Dress For Less, Inc.

PREPARED BY AND WHEN RECORDED MAIL TO:

Ross Dress For Less, Inc.

5130 Hacienda Drive

Dublin, CA 94568

Attn: Kevin Angstenberger, Esq.

Real Estate Law Department

13110651

10/29/2019 11:37 AM \$40.00

Book - 10852 Pg - 2543-2556

RASHELLE HOBBS

RECORDER, SALT LAKE COUNTY, UTAH

ROSS STORES INC

5130 HACIENDA DR

DUBLIN CA 94568

BY: STA, DEPUTY - MA 14 P.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MEMORANDUM OF LEASE

1 APN: _____

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3 1. This Memorandum of Lease is effective upon recordation and is entered into by and
4 between RIVERTON CENTERCAL, LLC, a Delaware limited liability company ("Landlord"),
5 having its principal place of business at 1600 East Franklin Avenue, El Segundo, CA 90245, and
6 ROSS DRESS FOR LESS, INC., a Virginia corporation ("Tenant"), having its principal place of
7 business at 5130 Hacienda Drive, Dublin, CA 94568-7579, who agree as follows:

8 2. By written lease (the "Lease"), Landlord leases to Tenant and Tenant hires from
9 Landlord a portion of the real property located in the City of Riverton, County of Salt Lake, State of
10 Utah, described in Exhibit A hereto, for a term of approximately ten (10) years which term is subject
11 to extension by Tenant for four (4) additional periods of five (5) years each. The Exhibit A lands are
12 sometimes herein referred to as the "Shopping Center."

13 3. Landlord has granted Tenant and its authorized representatives and invitees the
14 nonexclusive right to use the Shopping Center common area with others who are entitled to use
15 those areas subject to Landlord's rights as set forth in the Lease.

16 4. The provisions of the Lease are incorporated into this Memorandum of Lease by
17 reference. The Lease contains the following provision(s):

18 "3.2.1. Retail Use.

19 (a) General Rule. In addition to the "Landlord's Prohibited Uses" listed in
20 Exhibit D, Tenant has entered into this Lease in reliance upon representations by Landlord that the
21 Shopping Center is and shall remain retail in character, and, further, except as permitted in Section
22 3.2.1(b) below, no part of Shopping Center shall be used for office (other than office uses which are
23 incidental or ancillary to the operation of a retail store or as permitted under Section 3.2.1(b)(ii)
24 below) or residential purposes or as a theater, auditorium, meeting hall, or other place of public

1 assembly, school (excepting any incidental and ancillary instruction conducted in connection with
2 the operation of a retail store, such as cooking demonstrations in a housewares retail store or as
3 permitted below); church; "flea market"; mortuary or funeral home; pet store retailer, pet supply
4 store, veterinary services, pet vaccination clinic, overnight stay pet facilities, pet grooming facilities,
5 pet boarding facilities, pet day care facilities, pet adoption facilities, pet training facilities, similar pet
6 facilities (except as provided in Section 3.2.1(b)(iii) below); gymnasium or health club (except as
7 provided in Section 3.2.1(b)(iv) below); dance hall (unless located within a permitted restaurant on
8 an incidental basis and provided further that such restaurant is located more than three hundred
9 (300) feet from the front and side perimeter walls of the Store); billiard or pool hall (unless located
10 within a permitted restaurant on an incidental basis and provided further that such restaurant is
11 located more than three hundred (300) feet from the front and side perimeter walls of the Store);
12 massage parlor (except as provided in Section 3.2.1(b)(v) below); video game arcade (except for any
13 video game machines located within a permitted restaurant or bowling alley on an incidental basis,
14 or located within a retail entertainment use (such as Dave & Busters), provided that such permitted
15 restaurant, bowling alley or retail entertainment use is located more than three hundred (300) feet
16 from the front and side perimeter walls of the Store); car wash (except for a first-class car wash
17 operation incidental to a mini mart operation), or facility for the sale, display, leasing or repair of
18 motor vehicles (except that a Tesla (or similar) showroom shall in any event be permitted, provided
19 that any such operator shall not store in excess of ten (10) cars on-site at the Shopping Center
20 outside of its premises and provided further that such showroom is located more than three
21 hundred (300) feet from the front and side perimeter walls of the Store); nightclub, bar or sports bar
22 where the on premises consumption of alcoholic beverages exceeds forty percent (40%) of annual
23 gross sales (except as provided in Section 3.2.1(b)(vi) below); facility offering gambling to the public
24 (including any so called Internet café that offers gambling to the public, off track betting facility,
25 casino or gaming facility), provided that the incidental sale of lottery tickets shall be permitted; the
26 sale of adult products or adult bookstores or adult audio/video products stores (which are defined
27 as stores in which at least ten percent (10%) of the inventory (excluding alcohol and tobacco
28 products) is not available for sale or rental to children under the age of majority in the state in which
29 the Store is located because such inventory explicitly deals with or depicts human sexuality). No
30 ATM or similar machine shall be permitted in the Shopping Center within one hundred (100) feet of
31 the front and side perimeter walls of the Store, except if located wholly within the interior of
32 another tenant's or occupant's premises. Further, no restaurant or other "High Intensity Parking
33 User" (as hereinafter defined) shall be permitted in Shopping Center within one hundred fifty (150)
34 feet of the front and side perimeter walls of the Store. A "High Intensity Parking User" is a tenant
35 or occupant whose use requires more than five (5) parking spaces per one thousand (1,000) square
36 feet of Leasable Floor Area in accordance with applicable governmental regulations. Finally, the
37 Outparcel labeled as PD-F1 on Exhibit B shall not be operated as either a fast-food nor a sit-down
38 restaurant concept. The foregoing use restrictions are referred to herein as the "Ross Prohibited
39 Uses."

40 (b) Exceptions to General Rule. Notwithstanding the provisions of Section
41 3.2.1(a) above, the following uses shall be permitted in Shopping Center:

42 (i) Existing Tenants. The Ross Prohibited Uses set forth in Sections
43 3.2.1(a) above shall not apply to those tenants or occupants of the Shopping Center, and their

1 respective successors and assigns operating for a similar use, listed on Exhibit L (“Existing
2 Tenants”) who, in accordance with the terms of existing leases or occupancy agreements in effect on
3 the Effective Date, cannot be prohibited from so operating for the balance of the term(s), including
4 any extension of the terms of such existing lease(s) or occupancy agreement(s). Landlord covenants
5 and agrees that if Landlord has the right to consent to a change in use of the premises under any of
6 the Existing Tenant’s leases or occupancy agreements, Landlord shall not consent to a change in use
7 of such premises which violates the Ross Prohibited Uses unless: (x) such change in use is for a
8 purpose presently permitted under such existing lease(s) or occupancy agreement(s) or does not
9 require the consent of Landlord, or (y) Landlord’s failure to approve or consent to a change in use
10 would be unreasonable under the terms of such existing lease(s) or occupancy agreement(s) that
11 specifies that Landlord’s consent must be reasonable;

12 (ii) Retail Service Offices. Retail Service Offices, which are defined as
13 offices which cater to the general public and are typically found in shopping centers, such as banks,
14 medical offices (e.g., chiropractors, medical spas and dentists), insurance agents, travel agents,
15 realtors, and stock brokers, are permitted in the Shopping Center provided that: (A) no more than
16 fifteen percent (15%) of the total Leasable Floor Area of the Shopping Center is permitted for such
17 use, and (B) no Retail Service Offices are located within one hundred fifty (150) feet of the front and
18 side perimeter walls of the Store; provided, however, that the Outparcel building labeled as PD-F1
19 on Exhibit B may contain up to 3,000 square feet of Leasable Floor Area dedicated to Retail Service
20 Offices irrespective of the 150’ limitation;

21 (iii) Pet Store Retailer. Notwithstanding the prohibition on pet store
22 retailers, one (1) nationally or regionally recognized pet store such as PetSmart or Petco (which may
23 include pet supplies, veterinary services, a pet vaccination clinic, an overnight-stay pet facility, a pet
24 grooming facility, a pet boarding facility, a pet day care facility, a pet adoption facility, a pet training
25 facility, and similar pet facilities, provided that at all times throughout the Term of this Lease that
26 such additional services and/or facilities are located inside the pet store (except as set forth in
27 Section 3.6.2(b)(i)) and are ancillary and incidental to such pet store use) shall be permitted in the
28 Shopping Center, provided that any such pet store is located more than one hundred fifty (150) feet
29 from the front and side perimeter walls of the Store. This use shall be permitted in strict accordance
30 with the terms of Subsection 3.2.1(a) hereinabove; provided, however, that if such pet store retailer
31 is located in Space A-155, the terms of Section 3.6.2(b)(i) shall also apply.

32 (iv) Health Club/Gymnasium. Health clubs, gymnasiums or fitness
33 centers shall be permitted in Shopping Center, provided that (A) such use is not located in Spaces A-
34 100 through A-135 which are identified as the “Prohibited Area for Gym Tenants” on Exhibit B,
35 and (B) if any such use is located in any of the buildings labeled the “Smaller Retail Shops” on
36 Exhibit B, any such use shall ensure that its customer entry doors (as distinguished from rear egress)
37 do not open and face in the direction of Tenant’s Store.

38 (v) Therapeutic Massage. Therapeutic massage facilities shall be
39 permitted in the Shopping Center, provided that such use is (A) consistent with a therapeutic

1 massage retailer operating in a first-class manner (such as Massage Envy or Hand & Stone) and/or
2 provided in conjunction with physical therapy, chiropractic or wellness, or as part of a health club;
3 and (B) no such facility or offering shall be located within one hundred fifty (150) feet of the front
4 and side perimeter walls of the Store.

5 (vi) Wine Bar/Taproom. Notwithstanding the 40% limitation on onsite
6 alcohol-intensive uses set forth hereinabove, one (1) wine bar and one (1) taproom/brewery shall be
7 permitted in the Shopping Center, provided that such use is (A) consistent with the operation of a
8 first class shopping center, (B) the total aggregate Leasable Floor Area permitted for such use shall
9 not exceed four thousand (4,000) square feet of Leasable Floor Area for each such facility, and (C)
10 no individual wine bar or taproom shall be located within two hundred (200) feet of the front and
11 side perimeter walls of the Store.

12 (vii) Tutoring Facility. One (1) facility offering tutoring or other
13 education services, such as Mathnasium, shall be permitted in the Shopping Center, provided that
14 such use (A) does not exceed three thousand five hundred (3,500) square feet of Leasable Floor
15 Area and (B) no such facility is located within one hundred fifty (150) feet of the front and side
16 perimeter walls of the Store.

17 "15.3 Protection.

18 (a) Without the prior written consent of Tenant, which consent may be withheld
19 in the absolute and sole discretion of Tenant, no tenant or occupant of the Shopping Center (other
20 than Tenant) may use, and Landlord, if it has the capacity to do so, shall not permit any other tenant
21 or occupant of the Shopping Center to use its premises for the Off Price Sale (as hereinafter
22 defined) of merchandise; provided, however, Landlord may allow not more than three (3) tenants or
23 occupants of the Shopping Center (other than Tenant) to use their premises for the Off Price Sale
24 of merchandise on the express condition that each such tenant or occupant must: (i) lease or occupy
25 more than fifteen thousand (15,000) square feet of contiguous Leasable Floor Area, and (ii) be open
26 and operating their business to the general public in accordance with the applicable terms of such
27 tenant's or occupant's lease or occupancy agreement. In addition, the foregoing use restriction of
28 the Shopping Center shall not apply to: (1) an Anchor Tenant (as defined in Section 1.7.1 of this
29 Lease) whose primary use is the retail sale of (a) outdoor recreational or sporting goods (e.g., REI,
30 Academy Sports), or (b) shoes (e.g., Nike, Skechers, DSW), and (2) Sierra (formerly known as Sierra
31 Trading Post) as it is operated as of the Effective Date. For purposes of this Section 15.3, "Off
32 Price Sale" shall mean the retail sale of merchandise on an everyday basis at prices reduced from
33 those charged by full price retailers, such as full price department stores; provided, however, this
34 definition shall not prohibit sales events by a retailer at a price discounted from that retailer's
35 everyday price. (As of the Effective Date, examples of Off Price Sale retailers include such retailers
36 as T.J. Maxx, Marshalls, Fallas Paredes, Nordstrom Rack, Factory 2U, Burlington Coat, Steinmart,
37 Filene's Basement, Gordmans, and Beall's Outlet; however, Old Navy as it is operated as of the
38 Effective Date is not considered an Off-Price Sale retailer and shall not be deemed to violate the
39 provisions of this Section 15.3(a), and Five Below as it is operated as of the Effective Date is not

1 considered an Off-Price Sale retailer and shall not be deemed to violate the provisions of this
2 Section 15.3(a).

3 In addition to the provisions referred to above, the Lease contains numerous other terms,
4 covenants and conditions which affect not only the Store but also the Shopping Center, including,
5 but not limited to, the Article 2 – Site Plan definition and Section 3.6 of the Lease which, among
6 other things, include building height restrictions, restrictions on changes to the Control Area
7 (defined in the Lease and identified on the Site Plan) and changes to the Common Areas (defined in
8 the Lease and identified on the Site Plan), restrictions on construction of buildings, except within
9 the Building Envelopes (defined in the Lease and identified on the Site Plan), subject to size
10 limitations within the Building Envelopes, and restrictions on changes to building storefronts and
11 exteriors. Notice is hereby given that reference should be made to the Lease with respect to the
12 details of such terms, covenants and conditions.

13 5. The terms, conditions, restrictions and covenants in the Lease, including the
14 provisions of the Lease to be performed by Landlord whether to be performed at the Tenant's store,
15 or any other portion of the Shopping Center, whether affirmative or negative in nature shall run
16 with the real property comprising the Shopping Center and shall inure to the benefit of and be
17 binding upon the parties hereto and the heirs, executors, administrators, successors, assigns and
18 other successors in interest to the parties hereto.

19 *[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*
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1 6. This Memorandum of Lease is prepared for the purpose of constructive notice and
2 in no way modifies the provisions of the Lease.

3 Contents of Memorandum of Lease:

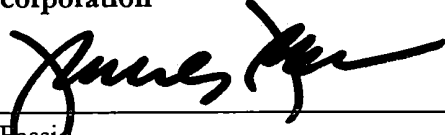
- Paragraphs 1-6
- Exhibit A - Legal Description of the Shopping Center
- Exhibit B - Site Plan

4
5 IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of
6 Lease on the respective dates shown below.

LANDLORD:
RIVERTON CENTERCAL, LLC,
a Delaware limited liability company


TENANT:
ROSS DRESS FOR LESS, INC.,
a Virginia corporation

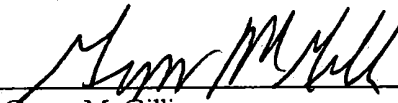
By: CenterCal, LLC,
a Delaware limited liability company,
its sole member

By: 
James Fazio
Its: President and Chief Development Officer

By: CenterCal Associates, LLC,
a Delaware limited liability company,
its Manager

Dated: October 8, 2019

By: 
~~Jean Paul Ward~~ *SECON DENUNCIATO*
Its: ~~President~~ *SUP & General Counsel*
Dated: 10/14/2019

By: 
Gregg McGillis
Its: Executive Vice President, Property Development
Dated: October 8, 2019

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TENANT 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)

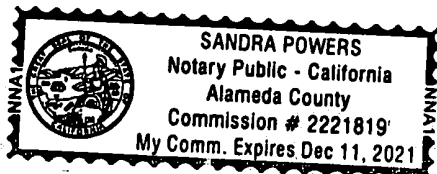
County of Alameda)

On October 8, 2019 before me, Sandra Powers, a Notary Public, personally appeared James Fassio and Gregg McGillis, 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.

Sandra Powers
Notary Public

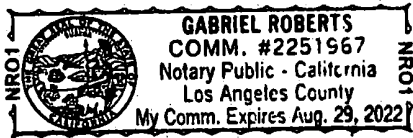


1 LANDLORD ACKNOWLEDGMENT

2 State of California)
3 County of Los Angeles)

4 On October 14, 2019 before me, Gabriel Roberts, a Notary Public,
5 personally appeared Sean Dennison, personally known to me, or who
6 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
7 subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
8 his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
9 person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

10 WITNESS my hand and official seal.



13
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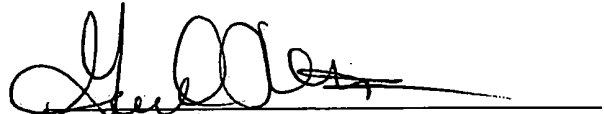

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE SHOPPING CENTER

The Land is described as follows: Real property in the County of Salt Lake, State of UT, described as follows:

PARCEL 1:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE MOUNTAIN VIEW CORRIDOR FOR THE UTAH DEPARTMENT OF TRANSPORTATION PROJECT NO. MP-0182(6) AS DESCRIBED IN A QUIT CLAIM DEED RECORDED JULY 15, 2014 IN BOOK 10245 AT PAGE 5268 IN THE SALT LAKE COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING SOUTH 89°34'03" EAST, ALONG THE SECTION LINE, 534.33 FEET AND NORTH 00°25'57" EAST 136.72 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) NORTH 15°19'40" WEST 67.94 FEET, (2) NORTH 02°30'46" EAST 553.12 FEET, (3) NORTH 12°02'08" EAST 266.84 FEET, (4) NORTH 05°07'17" WEST 269.61 FEET, (5) NORTH 03°33'19" WEST 6.27 FEET; THENCE SOUTH 89°25'15" EAST 1348.84 FEET; THENCE SOUTH 00°34'50" WEST 889.12 FEET TO A POINT ON A 100.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY 11.38 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°31'15", (CHORD BEARS SOUTH 02°40'47" EAST 11.37 FEET); THENCE SOUTH 05°56'24" EAST 59.05 FEET TO A POINT ON A 100.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY 11.38 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°31'15", (CHORD BEARS SOUTH 02°40'47" EAST 11.37 FEET); THENCE SOUTH 00°34'50" WEST 167.69 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 13400 SOUTH STREET AS DESCRIBED IN A QUIT CLAIM DEED RECORDED MARCH 19, 2012 IN BOOK 10000 AT PAGE 4080 IN THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 89°48'13" WEST 92.78 FEET (2) SOUTH 00°11'47" EAST 39.61 FEET, (3) SOUTH 45°07'09" WEST 56.85 FEET, (4) NORTH 89°33'54" WEST 348.39 FEET TO A POINT ON A 5861.83 FOOT RADIUS CURVE TO THE RIGHT, (5) NORTHWESTERLY ALONG SAID CURVE 141.13 FEET, THROUGH A CENTRAL ANGLE OF 01°22'46", (CHORD BEARS NORTH 88°52'31" WEST 141.13 FEET), TO THE NORTH RIGHT-OF-WAY LINE OF 13400 SOUTH STREET AS DESCRIBED IN A QUIT CLAIM DEED RECORDED MAY 11, 2010 IN BOOK 9824 AT PAGE 7738 IN THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES: (1) NORTH 84°42'01" WEST 92.10 FEET, (2) NORTH 05°00'00" EAST 6.45 FEET, (3) NORTH 85°00'00" WEST 58.96 FEET, (4) SOUTH 05°00'00" WEST 6.45 FEET, (5) NORTH 86°05'31" WEST 78.08 FEET, (6) NORTH 87°11'25" WEST 78.08 FEET, (7) NORTH 88°13'22" WEST 68.71 FEET, (8) NORTH 89°11'32" WEST 69.14 FEET, (9) NORTH 89°40'21" WEST 90.78 FEET, (10) NORTH 78°25'02" WEST 230.08 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING 4 PARCELS:

BEGINNING AT A POINT BEING SOUTH 89°34'03" EAST, ALONG THE SECTION LINE, 939.26 FEET AND NORTH 00°25'57" EAST 104.22 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°29'56" EAST 134.46 FEET; THENCE SOUTH 89°30'04" EAST 113.00 FEET; THENCE NORTH 00°29'56" EAST 23.35 FEET; THENCE SOUTH 89°30'04" EAST 17.00 FEET; THENCE NORTHEASTERLY 3.14 FEET ALONG THE ARC OF A 2.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°03'49", (CHORD BEARS NORTH 45°29'56" EAST 2.83 FEET); THENCE NORTHWESTERLY 26.62 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 101°40'14", (CHORD BEARS NORTH 49°18'30" WEST 23.26 FEET); THENCE NORTHEASTERLY 41.80 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°38'39", (CHORD BEARS NORTH 85°10'37"

EAST 41.74 FEET); THENCE SOUTH 89°30'04" EAST 11.21 FEET; THENCE SOUTHWESTERLY 15.71 FEET ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", (CHORD BEARS SOUTH 45°29'56" WEST 14.14 FEET); THENCE SOUTH 00°29'56" WEST 2.00 FEET; THENCE SOUTHEASTERLY 7.51 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28°40'44", (CHORD BEARS SOUTH 13°50'39" EAST 7.43 FEET); THENCE SOUTH 89°30'06" EAST 117.79 FEET; THENCE SOUTHEASTERLY 5.85 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13°24'54", (CHORD BEARS SOUTH 06°12'35" EAST 5.84 FEET); THENCE SOUTH 00°29'56" WEST 138.35 FEET; THENCE SOUTHWESTERLY 15.60 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°52'48", (CHORD BEARS SOUTH 09°26'12" WEST 15.54 FEET); THENCE NORTH 89°30'04" WEST 274.90 FEET TO THE POINT OF BEGINNING.

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF MOUNTAIN VIEW CORRIDOR FOR THE UTAH DEPARTMENT OF TRANSPORTATION PROJECT NO. MP-0182(6) AS DESCRIBED IN A QUIT CLAIM DEED RECORDED JULY 15, 2014 AS ENTRY NO. 1881250 IN BOOK 10245 AT PAGE 5268 IN THE SALT LAKE COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING SOUTH 89°34'03" EAST, ALONG THE SECTION LINE, 534.33 FEET AND NORTH 00°25'57" EAST 136.72 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING, THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) NORTH 15°19'40" WEST 67.94 FEET, (2) NORTH 02°30'46" EAST 400.84 FEET; THENCE SOUTH 89°30'04" EAST 707.92 FEET; THENCE SOUTH 00°29'56" WEST 306.79 FEET; THENCE NORTH 89°30'04" WEST 142.71 FEET TO A POINT ON A 237.50 FOOT RADIUS CURVE TO THE LEFT, THENCE 79.14 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°05'28", (CHORD BEARS SOUTH 80°57'12" WEST 78.77 FEET); THENCE SOUTH 71°24'28" WEST 63.41 FEET TO A POINT ON A 62.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE 20.83 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°05'28", (CHORD BEARS SOUTH 80°57'12" WEST 20.73 FEET); THENCE NORTH 89°30'04" WEST 223.37 FEET; THENCE SOUTH 00°29'56" WEST 157.06 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 13400 SOUTH STREET AS DESCRIBED IN QUIT CLAIM DEED RECORDED MAY 11, 2010 IN BOOK 9824 AT PAGE 7738 IN THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE, ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 78°25'02" WEST 182.76 FEET TO THE POINT OF BEGINNING.

BEGINNING AT A POINT BEING SOUTH 89°34'03" EAST, ALONG THE SECTION LINE, 939.27 FEET AND NORTH 00°25'57" EAST 110.68 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°30'04" WEST 146.00 FEET; THENCE NORTH 00°29'56" EAST 85.21 FEET; THENCE SOUTH 89°05'18" EAST 146.01 FEET; THENCE SOUTH 00°29'56" WEST 84.15 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 27-31-351-008-0000

PARCEL 2:

BEGINNING AT A POINT BEING SOUTH 89°34'03" EAST, ALONG THE SECTION LINE, 939.26 FEET AND NORTH 00°25'57" EAST 104.22 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°29'56" EAST 134.46 FEET; THENCE SOUTH 89°30'04" EAST 113.00 FEET; THENCE NORTH 00°29'56" EAST 23.35 FEET; THENCE SOUTH 89°30'04" EAST 17.00 FEET; THENCE NORTHEASTERLY 3.14 FEET ALONG THE ARC OF A 2.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°03'49", (CHORD BEARS NORTH 45°29'56" EAST 2.83 FEET); THENCE NORTHWESTERLY 26.62 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 101°40'14", (CHORD BEARS NORTH 49°18'30" WEST 23.26 FEET); THENCE NORTHEASTERLY 41.80 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°38'39", (CHORD BEARS NORTH 85°10'37" EAST 41.74 FEET); THENCE SOUTH 89°30'04" EAST 11.21 FEET; THENCE SOUTHWESTERLY 15.71 FEET ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", (CHORD BEARS SOUTH 45°29'56" WEST 14.14 FEET); THENCE SOUTH 00°29'56" WEST 2.00 FEET; THENCE SOUTHEASTERLY 7.51 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28°40'44", (CHORD BEARS SOUTH 13°50'39" EAST 7.43 FEET); THENCE SOUTH 89°30'06" EAST 117.79 FEET; THENCE SOUTHEASTERLY 5.85 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13°24'54", (CHORD BEARS SOUTH 06°12'35" EAST 5.84 FEET); THENCE SOUTH 00°29'56" WEST 138.35 FEET; THENCE SOUTHWESTERLY 15.60 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°52'48", (CHORD BEARS SOUTH 09°26'12" WEST 15.54 FEET); THENCE NORTH 89°30'04" WEST 274.90 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 27-31-351-003-0000

PARCEL 3:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF MOUNTAIN VIEW CORRIDOR FOR THE UTAH DEPARTMENT OF TRANSPORTATION PROJECT NO. MP-0182(6) AS DESCRIBED IN A QUIT CLAIM DEED RECORDED JULY 15, 2014 AS ENTRY NO. 1881250 IN BOOK 10245 AT PAGE 5268 IN THE SALT LAKE COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING SOUTH 89°34'03" EAST, ALONG THE SECTION LINE, 534.33 FEET AND NORTH 00°25'57" EAST 136.72 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING, THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) NORTH 15°19'40" WEST 67.94 FEET, (2) NORTH 02°30'46" EAST 400.84 FEET; THENCE SOUTH 89°30'04" EAST 707.92 FEET; THENCE SOUTH 00°29'56" WEST 306.79 FEET; THENCE NORTH 89°30'04" WEST 142.71 FEET TO A POINT ON A 237.50 FOOT RADIUS CURVE TO THE LEFT, THENCE 79.14 FEET ALONG SAID CURVE, THROUGH A CENTRAL

ANGLE OF 19°05'28", (CHORD BEARS SOUTH 80°57'12" WEST 78.77 FEET); THENCE SOUTH 71°24'28" WEST 63.41 FEET TO A POINT ON A 62.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE 20.83 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°05'28", (CHORD BEARS SOUTH 80°57'12" WEST 20.73 FEET; THENCE NORTH 89°30'04" WEST 223.37 FEET; THENCE SOUTH 00°29'56" WEST 157.06 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 13400 SOUTH STREET AS DESCRIBED IN QUIT CLAIM DEED RECORDED MAY 11, 2010 IN BOOK 9824 AT PAGE 7738 IN THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE, ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 78°25'02" WEST 182.76 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 27-31-351-005-0000

PARCEL 4:

BEGINNING AT A POINT BEING SOUTH 89°34'03" EAST, ALONG THE SECTION LINE, 939.27 FEET AND NORTH 00°25'57" EAST 110.68 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°30'04" WEST 146.00 FEET; THENCE NORTH 00°29'56" EAST 85.21 FEET; THENCE SOUTH 89°05'18" EAST 146.01 FEET; THENCE SOUTH 00°29'56" WEST 84.15 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 27-31-351-007-0000

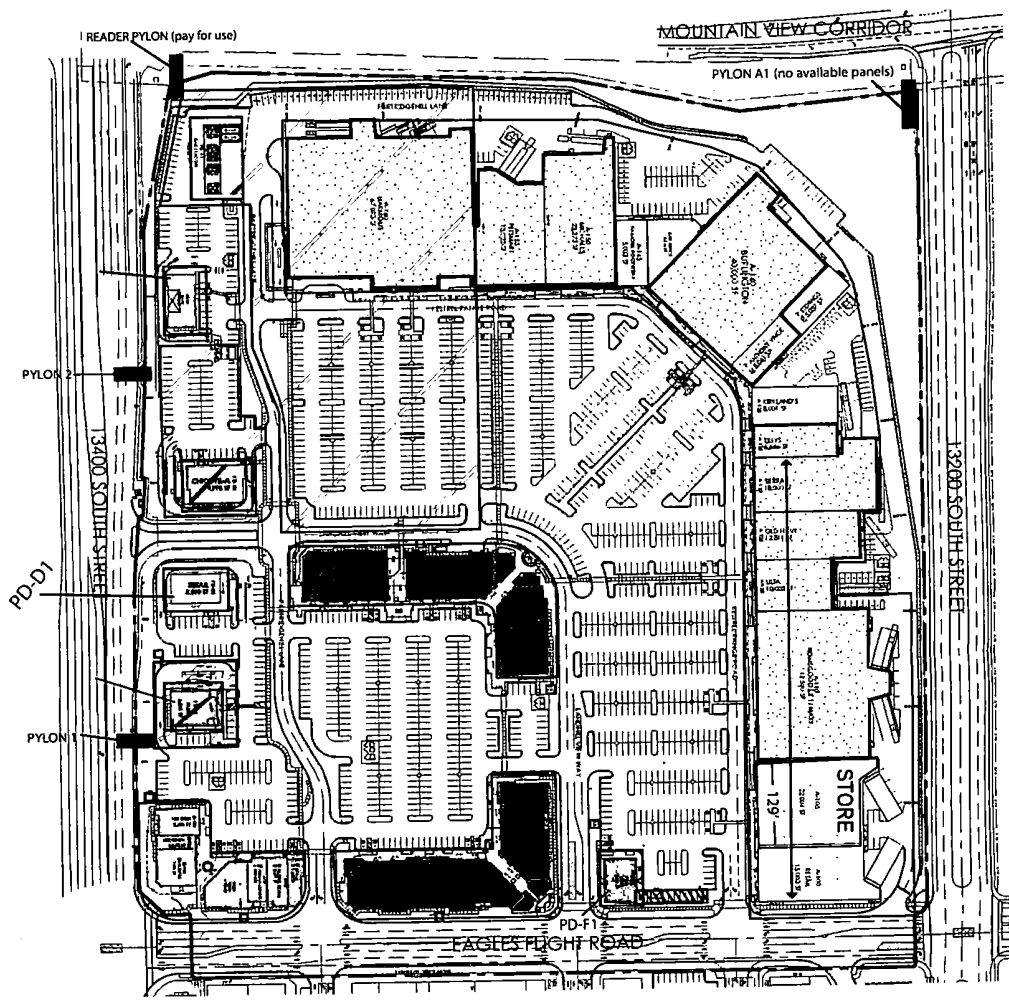
PARCEL 5:

BEGINNING AT A POINT BEING SOUTH 89°34'03" EAST, ALONG THE SECTION LINE, 1586.26 FEET AND NORTH 00°25'57" EAST 98.16 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°30'04" WEST 153.00 FEET; THENCE NORTH 00°29'56" EAST 131.06 FEET; THENCE SOUTH 89°30'04" EAST 153.00 FEET; THENCE SOUTH 00°29'56" WEST 131.06 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 27-31-377-001-0000

Said property is also known by the street address of:
Approximately 4630 West 13400 South, Riverton, UT 84096

Mountain View Village - Phase I
Riverton, Utah



IEW

LEGEND:

- | | | |
|--------------------|-------------------------------------------------------------------------------------------|----------------------|
| Building Envelopes | Separate Maintenance Parcels
(Harmon's, Chick-Fil-A, Chase Bank,
& Bank of America) | Smaller Retail Shops |
| Shopping Center | Inline Buildings | Control Area |
| Outparcels | Prohibited Area for Gym Tenants | PD-F1 Staging Area |
| | | Replacement Zone |

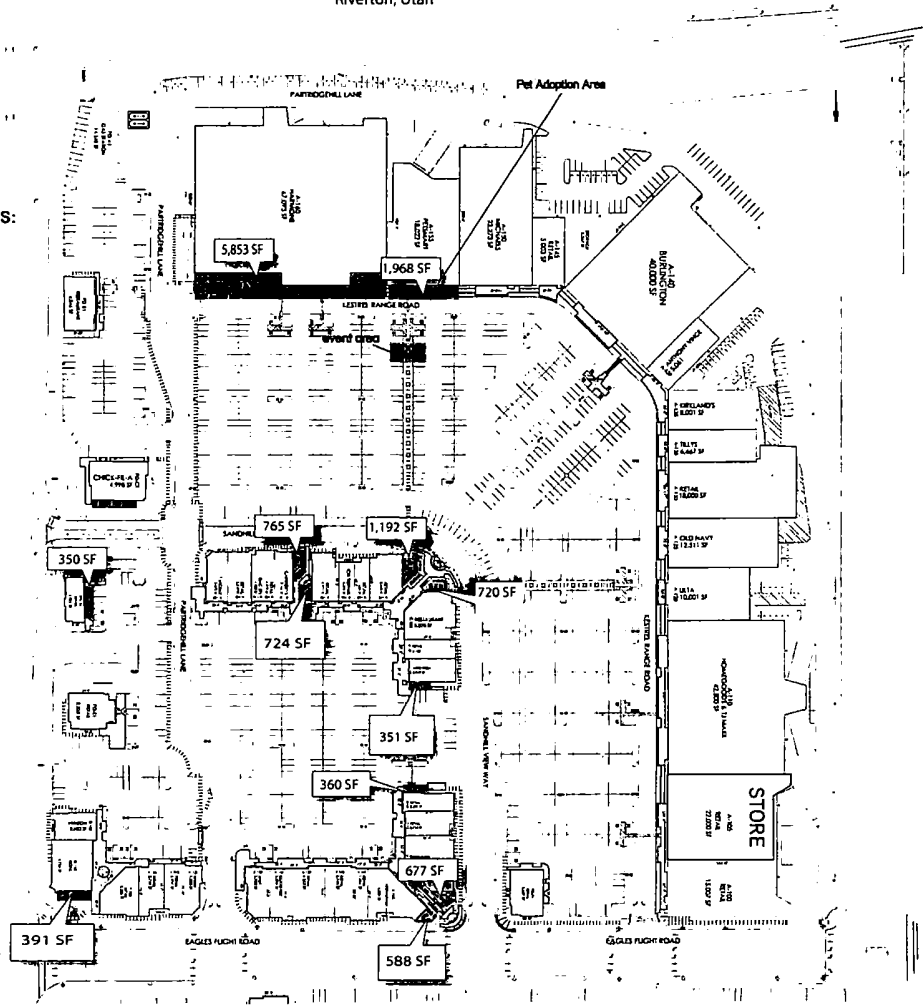
Exhibit "B"
(Page 1 of 2)
Store #2279
Riverton, UT

09-16-19

Mountain View Village - Phase I
Riverton, Utah

OUTSIDE USE AREAS:

- A-160 = 5,853 sf
 - A-155 = 1,968 sf
 - B-170 = 1,192 sf
 - B-140 = 724 sf
 - B-130 = 765 sf
 - C-130 = 351 sf
 - C-100 = 720 sf
 - D-110 = 677 sf
 - D-100 = 360 sf
 - E-160 = 588 sf
 - G-110 = 391 sf
 - PD-D1 = 350 sf
 - PD-C1 = 350 sf
- TOTAL: 14,289 sf**



SQUARE FOOTAGES OF CENTER

MID BOX SPACE

A-160	Harmons Grocery	67,093
A-155	Petsmart	18,022
A-150	Michaels	23,273
A-145	Famous Footwear	5,003
A-140	Burlington	40,000
A-139	Anthony Vince	5,061
A-138	Kirklands	8,001
A-135	Tillys	6,666
A-130	Retail	18,000
A-125	Old Navy	12,511
A-120	Ulta	10,005
A-110	HomeGoods/ TJMaxx	42,500
A-105	Ross	22,004
A-100	Retail	15,003
		293,142

PADS

PD- A1	Gas Station	2,597
PD- B1	Full Service Bank	3,470
PD-C1	Chick Fil A	4,998
PD- D1	Retail	3,500
PD- E1	Full Service Bank	3,558
PD- F1	Retail	3,439
		21,562

SHOPS

B	All B	19421
C	All C	10087
D	All D	10390
E	All E	19041
F	All F	10264
G	All G	7366
		76,569

ENTIRE CENTER TOTAL

391,273 Square Feet

Exhibit "B"
(Page 2 of 2)
Store #2279
Riverton, UT

09-16-19