

1 **WHEN RECORDED RETURN TO:**

2 **Petco Animal Supplies, Inc.**
3 **9125 Rehco Road**
4 **San Diego, California 92121**

Ent 375065 Bk 1047 Pg 704 - 707
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2011 Dec 28 02:15PM Fee: \$16.00 JP
For: Nelson Christensen Hollingworth & Will
ELECTRONICALLY RECORDED

5
6
7 PIN/Tax Map Reference No.: 20-8253

11
12 _____
13 SPACE ABOVE THIS LINE FOR RECORDER'S USE

14
15 **MEMORANDUM OF LEASE**

16
17
18 STATE OF Utah
19 COUNTY OF Wasatch

20
21 **THIS MEMORANDUM OF LEASE ("Memorandum") is executed to be effective the 2nd day of**
22 **December, 2011, by and between BOYER HEBER CITY, L.C., a Utah limited liability company**
23 **("Landlord"), and PETCO ANIMAL SUPPLIES STORES, INC., a Delaware corporation ("Tenant").**

24 **WITNESSETH:**

25 Landlord hereby demises and leases to Tenant, and Tenant hereby takes and accepts from Landlord,
26 that certain real property located in Heber City, Wasatch County, State of Utah, located at _____ South U.S.
27 Highway 1, being approximately 10,000 square feet of rentable space, as more particularly described in
28 *Exhibit "A-1"* attached hereto and incorporated herein by reference for all purposes, including all
29 improvements situated thereon, the Premises being situated in the Valley Station Shopping Center, TO
30 HAVE AND TO HOLD the same for a primary term ending on or about 1-31-2023 (commencing as
31 provided in the Lease described hereafter), with all renewal options, if any, recited in that certain Lease, dated
32 12-20-2011, by and between Landlord and Tenant (the "Lease"), to which reference is made for all
33 purposes and of which it is intended hereby to give notice. The terms, provisions, covenants, conditions and
34 agreements set forth in the Lease are by this reference incorporated herein.

35 Landlord does hereby grant and convey to Tenant, Tenant's employees, representatives, customers
36 and invitees a permanent non-exclusive right-of-way access and parking easement for the purpose of
37 pedestrian and vehicular ingress, egress and parking over all access and entrance drives and over all parking
38 areas of the portion of the Shopping Center owned by Landlord. Landlord does hereby bind itself, its
39 successors and assigns, to warrant and forever defend all and singular this easement unto Tenant and its
40 successors and assigns, and against every person whomsoever lawfully claiming, or to claim the same, or any
41 part thereof, by, through or under Tenant.


42
43 This Memorandum shall inure to the benefit of, and be binding upon, the parties hereto and their
44 respective heirs, representatives, successors and assigns.

1 **IN WITNESS WHEREOF**, Landlord and Tenant have executed this Memorandum to be effective
2 as of the day and year first above written.

3
4 **LANDLORD:**

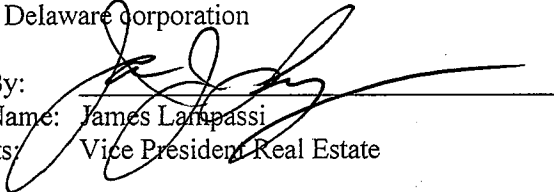
5 **BOYER HEBER CITY, L.C.**, a Utah limited liability company

6
7 By: The Boyer Company, L.C.
8 Its: Manager

9
10 By: 
11 Name: Dawn Gilman
12 Its: Manager
13
14 Date: 12/22/11
15
16

17 **TENANT:**

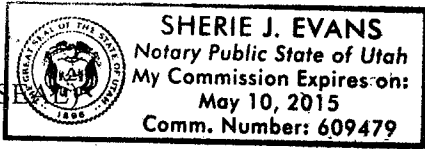
18 **PETCO ANIMAL SUPPLIES STORES, INC.**,
19 a Delaware corporation

20
21 By: 
22 Name: James Lampassi
23 Its: Vice President Real Estate
24
25 Date: 12-22-2011

ACKNOWLEDGMENT OF LANDLORD:

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On this 9 day of DECEMBER, 2011, before me, the undersigned Notary Public in and for said County and State, personally appeared DEVON GLENN, as MANAGER of BOYER HEBER CITY, L.C., a Utah limited liability company, who executed the foregoing instrument on behalf of said limited liability company for the purposes therein expressed. He/she is either personally known to me or () has produced _____ as identification, and () did or () did not take an oath. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.



[Handwritten Signature]

Notary Public Signature
Printed/Typed Name: SHERIE J. EVANS
My Commission Expires: MAY 10, 2015
Commission Number: 609479

ACKNOWLEDGMENT OF TENANT:

State of California

County of San Diego

On December 22, 2011, before me, Amy Egan, Notary Public personally appeared James Lampassi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is 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

Signature *[Handwritten Signature]*

(Seal)



Exhibit "A-1"

Legal Description

Lot 3, Valley station Subdivision, according to the official plat thereof recorded August 20, 2008 as Entry No. 339276 in Book 972, at Page 2269 of the official records of the Wasatch County Recorder, Wasatch County, Utah