

9899630  
11/06/2006 10:13 AM \$24.00  
Book - 9376 Pg - 5315-5322  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
ROSS STORES INC  
4440 ROSEWOOD DR  
MAIL STOP PL4 4E2  
PLEASANTON CA 94588  
BY: ZJM, DEPUTY - MA S P.

RECORDING REQUESTED BY  
Ross Dress for Less, Inc.  
AND WHEN RECORDED MAIL TO:  
Bartko, Zankel, Tarrant & Miller  
900 Front Street, Suite 300  
San Francisco, CA 94111  
Attn: Theani C. Louskos, Esq.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MEMORANDUM OF LEASE

1  
2 1. This Memorandum of Lease is effective upon recordation and is entered into by and  
3 between THE DISTRICT, L.C., a Utah limited liability company ("Landlord"), having its principal  
4 place of business at c/o The Boyer Company, 90 South 400 West, Suite 200, Salt Lake City, Utah  
5 84101-1365, and ROSS DRESS FOR LESS, INC., a Virginia corporation ("Tenant"), having its  
6 principal place of business at 4440 Rosewood Drive, Building #4, Mail Stop PL4 4E 2, Pleasanton,  
7 CA 94588-3050, 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 South Jordan, County of Salt Lake,  
10 State of Utah, described in Exhibit A hereto, for a term of approximately ten (10) years which term  
11 is subject to extension by Tenant for four (4) additional periods of five (5) years each. The Exhibit  
12 A lands are 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 (a) Retail Use. Tenant has entered into this Lease in reliance  
19 upon representations by Landlord that the Shopping Center is and shall remain retail  
20 in character, and, further, no part of the Shopping Center shall be used for office or  
21 residential purposes or as an auditorium, meeting hall, school, church or other place  
22 of public assembly, "flea market," gymnasium, veterinary services, overnight stay pet  
23 facilities, health club, dance hall, billiard or pool hall, massage parlor, video game  
24 arcade (except as incidental to a theater or a family restaurant operation), bowling  
25 alley, skating rink, car wash, facility for the sale, display, leasing or repair of motor  
26 vehicles, night club, adult products, adult books or adult audio/video products  
27 (which are defined as stores in which at least ten percent (10%) of the inventory is  
28 not available for sale or rental to children under the age of majority in the state in  
29 which the Store is located because such inventory explicitly deals with or depicts

1 human sexuality). No tenant or occupant of the Shopping Center shall be permitted  
2 to use one thousand five hundred (1,500) square feet or more of Leasable Floor Area  
3 of its premises primarily for the rental or sale of prerecorded audio or video  
4 merchandise or electronic games software and technological evolutions thereof, such  
5 as a Blockbuster or Hollywood Video/Movie Gallery. No ATM or similar machine  
6 shall be permitted in the Shopping Center within one hundred (100) feet of the front  
7 and side perimeter walls of the Store. Further, no restaurant or other "High  
8 Intensity Parking User" (as hereinafter defined) shall be permitted in the Shopping  
9 Center within four hundred (400) feet of the front and side perimeter walls of the  
10 Store. A "High Intensity Parking User" is a tenant or occupant whose use requires  
11 more than five (5) parking spaces per one thousand (1,000) square feet of Leasable  
12 Floor Area in accordance with either customary shopping center practices or  
13 governmental regulations, whichever has a higher parking requirement. The  
14 foregoing use restrictions are referred to herein as the Ross Prohibited Uses.

15 (b) Exceptions. Notwithstanding the provisions of Section  
16 3.2.1(a) above:

17 (i) The restriction on office use shall not prohibit retail service  
18 offices typically found in first class shopping centers, such as a retail bank branch,  
19 travel agency, real estate office, title company or insurance office, provided such  
20 retail service office use does not exceed ten percent (10%) of the Leasable Floor  
21 Area of the Shopping Center in the aggregate; provided, however, Landlord, to the  
22 extent of its legal ability to do so, shall not permit any offices within one hundred  
23 ten (110) feet of any of the perimeter walls of the Store.

24 (ii) The restriction on health clubs set forth in Section 3.2.1(a)  
25 above, shall not prohibit one (1) health club located in Landlord's Parcel, provided  
26 that (A) such health club will not be located within four hundred (400) feet of any of  
27 the perimeter walls of the Store, and (B) such health club will not be greater than  
28 four thousand (4,000) square feet of Leasable Floor Area.

29 (iii) The restriction on restaurants shall not prohibit a  
30 non- buffet style restaurant located in the Future Development Area or on Pad 3  
31 designated on the Site Plan.

32 (iv) The restriction on veterinary services shall not prohibit  
33 veterinary services provided on an incidental basis in connection with the operation  
34 of a national pet store retailer such as Petco or PetsMart, provided said pet store  
35 retailer is not located within one hundred fifty (150) feet of the Store."

36 "15.3. Protection.

37 Without the prior written consent of Tenant, which consent may be withheld  
38 in the absolute and sole discretion of Tenant, no tenant or occupant of the Shopping  
39 Center (other than Tenant) occupying over seven thousand (7,000) square feet of  
40 Leasable Floor Area may use, and Landlord, if it has the capacity to do so, shall not  
41 permit any other tenant or occupant of the Shopping Center occupying over seven

1 thousand (7,000) square feet of Leasable Floor Area to use its premises for the Off  
2 Price Sale (as hereinafter defined) of merchandise. For purposes of this Section 15.3,  
3 "Off Price Sale" shall mean the retail sale of merchandise on an every day basis at  
4 prices reduced from those charged by full price retailers, such as full price  
5 department stores; provided, however, this definition shall not prohibit sales events  
6 by a retailer at a price discounted from that retailer's every day price. (As of the  
7 Effective Date, examples of Off Price Sale retailers include such retailers as  
8 T.J. Maxx, Marshalls, Nordstrom Rack, Goody's, Factory 2U, Burlington Coat,  
9 Steinmart, and Filene's Basement.)"

10 5. The provisions of the Lease to be performed by Landlord whether to be performed  
11 at the Tenant's store, or any other portion of the Shopping Center, whether affirmative or negative  
12 in nature, are intended to and shall bind the Landlord, its successors and assigns at any time and  
13 shall inure to the benefit of Tenant, its successors and assigns.

14 6. This Memorandum of Lease is prepared for the purpose of constructive notice and  
15 in no way modifies the provisions of the Lease.

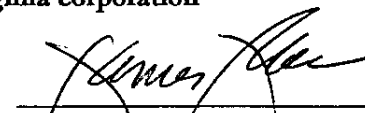
- 16 Contents of Memorandum of Lease:
- Paragraphs 1-6
  - Exhibit A - Legal Description of the Shopping Center  
(Landlord's Parcel)
  - Exhibit B - Site Plan

17  
18 IN WITNESS WHEREOF, Landlord and Tenant have duly executed this  
19 Memorandum of Lease on this 25 day of September, 2006.

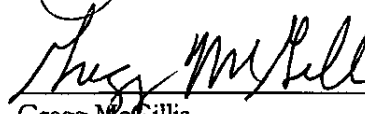
**LANDLORD:**  
**THE DISTRICT, L.C., a Utah limited liability company**

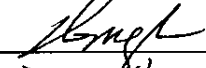
**TENANT:**  
**ROSS DRESS FOR LESS, INC., a Virginia corporation**

By: BOYER DISTRICT HOLDINGS, L.C.  
Its: MANAGER

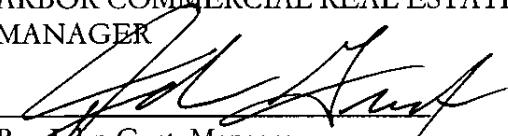
By:   
James Fassio  
Its: Executive Vice President

By: THE BOYER COMPANY, L.C.  
Its: MANAGER

By:   
Gregg McGillis  
Its: Group Vice President, Real Estate

By:   
Its: Manager

20  
21 By: ARBOR COMMERCIAL REAL ESTATE, L.L.C.  
Its: MANAGER

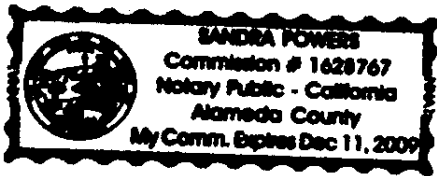
By:   
John Gust, Manager

South Jordan, The District  
South Jordan, Utah  
Store No. 1085  
6061.695/305575.2

1 State of California )  
2 ) ss.  
3 County of Alameda )

4  
5 On September 25, 2006 before me, Sandra Powers  
6 a Notary Public, personally appeared James Fassio and Gregg McGillis, personally known to me or  
7 proved to me, on the basis of satisfactory evidence, to be the person(s) whose name(s) ~~is~~ are  
8 subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in  
9 his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the  
10 person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

11  
12 WITNESS my hand and official seal.

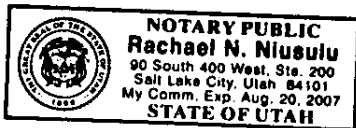


18  
19  
Sandra Powers  
Notary Public

20 State of Utah )  
21 ) ss.  
22 County of Salt Lake )

23  
24 On October 24, 2006 before me, Rachael N. Niusulu, a Notary  
25 Public, personally appeared Devon M. Allen,  
26 personally known to me or proved to me, on the basis of satisfactory evidence, to be the person(s)  
27 whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
28 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
29 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
30 executed the instrument.

31  
32 WITNESS my hand and official seal.



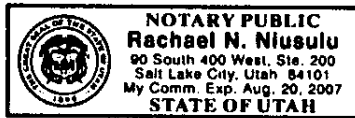
38  
Rachael N. Niusulu  
Notary Public

State of Utah

County of Salt Lake

On October 24, 2007 before me, Rachael N. Niusulu,  
a Notary Public, personally appeared JOHN GUST, personally known to me (or proved to me on the  
basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his authorized capacity, and that by his signature on  
the instrument the person, or the entity upon behalf of which the person(s) acted, executed the  
instrument.

WITNESS my hand and official seal.



Rachael N. Niusulu  
Notary Public

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE SHOPPING CENTER**  
**(LANDLORD'S PARCEL)**

**Legal Description of Developer Tract**

A part of the Southwest Quarter of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in South Jordan, Salt Lake County, Utah:

Beginning at a point on the West Line of 3600 West Street as widened to 35.50 foot half-width being 1560.39 feet North 0°00'42" East along the Quarter Section Line; and 35.50 feet North 89°59'18" West from the South Quarter Corner of said Section 20; and running thence along the West Line of 3600 West Street as widened the following four courses: South 0°00'42" West 667.32 feet; South 6°01'14" West 95.53 feet; South 0°00'42" West 111.16 feet; and South 7°13'04" East 60.99 feet; thence North 89°59'18" West 1218.41 feet; thence North 84°59'59" West 80.50 feet; thence North 89°59'18" West 617.64 feet to the East Line of the Bangerter Highway; thence along said East Line the following two courses: North 2°00'49" West 833.76 feet; and North 0°00'09" East 1091.29 feet; thence North 42°46'49" East 52.01 feet to the Southerly Line of 11400 South Street as widened; thence along the Southerly Line of 11400 South Street as widened the following fifteen courses: South 89°47'29" East 188.19 feet; North 83°05'06" East 40.32 feet; South 89°47'29" East 231.24 feet; South 72°04'25" East 91.12 feet to a point of curvature; Southeasterly along the arc of a 91.50 foot radius curve to the right a distance of 79.85 feet (Central Angle equals 49°59'57" and Long Chord bears South 47°04'27" East 77.34 feet); South 86°28'52" East 100.78 feet; Northeasterly along the arc of a 37.50 foot radius curve to the right a distance of 44.20 feet (Central Angle equals 67°31'34" and Long Chord bears North 64°54'09" East 41.68 feet) to a point of reverse curvature; Southeasterly along the arc of a 984.50 foot radius curve to the left a distance of 115.22 feet (Central Angle equals 6°42'19" and Long Chord bears South 84°41'14" East 115.15 feet) to a point of tangency; South 88°02'23" East 125.76 feet; Northeasterly along the arc of a 992.50 foot radius curve to the left a distance of 67.87 feet (Central Angle equals 3°55'06" and Long Chord bears North 82°43'17" East 67.86 feet) to a point of reverse curvature; Southeasterly along the arc of a 41.50 foot radius curve to the right a distance of 45.33 feet (Central Angle equals 62°34'46" and Long Chord bears South 67°56'53" East 43.11 feet); North 79°41'31" East 87.29 feet; Northeasterly along the arc of a 41.50 foot radius curve to the right a distance of 39.24 feet (Central Angle equals 54°10'17" and Long Chord bears North 34°38'03" East 37.79 feet) to a point of compound curvature; Northeasterly along the arc of a 371.27 foot radius curve to the right a distance of 109.46 feet (Central Angle equals 16°53'31" and Long Chord bears North 70°09'57" East 109.06 feet); and South 89°47'29" East 590.31 feet; thence South 44°53'24" East 33.88 feet to the West Line of 3600 West Street as widened to 35.50 foot half-width; thence South 0°00'42" West 438.50 feet along said West Line; thence North 89°50'00" West 217.51 feet; thence South 0°00'42" West 49.73 feet; thence North 89°59'18" West 76.00 feet; thence North 0°00'42" East 48.40 feet; thence North 89°59'18" West 442.16 feet; thence South 0°00'42" West 450.96 feet; thence South 89°59'18" East 136.50 feet; thence South 0°00'42" West 194.00 feet; thence South 89°59'18" East 272.54 feet; thence North 0°00'42" East 78.99 feet; thence South 89°59'18" East 16.12 feet; thence North 0°00'42" East 59.75 feet; thence South 89°59'18" East 76.00 feet; thence South 0°00'42" West 59.75 feet; thence South 89°59'18" East 234.51 feet to the point of beginning.

**Contains 3,349,961 sq. ft.**  
**or 76.905 acres**

South Jordan, The District  
South Jordan, Utah  
Store No. 1085  
6061.695/305574.2

09/20/06  
FINAL

27-20-301-015

BK 9376 PG 5320

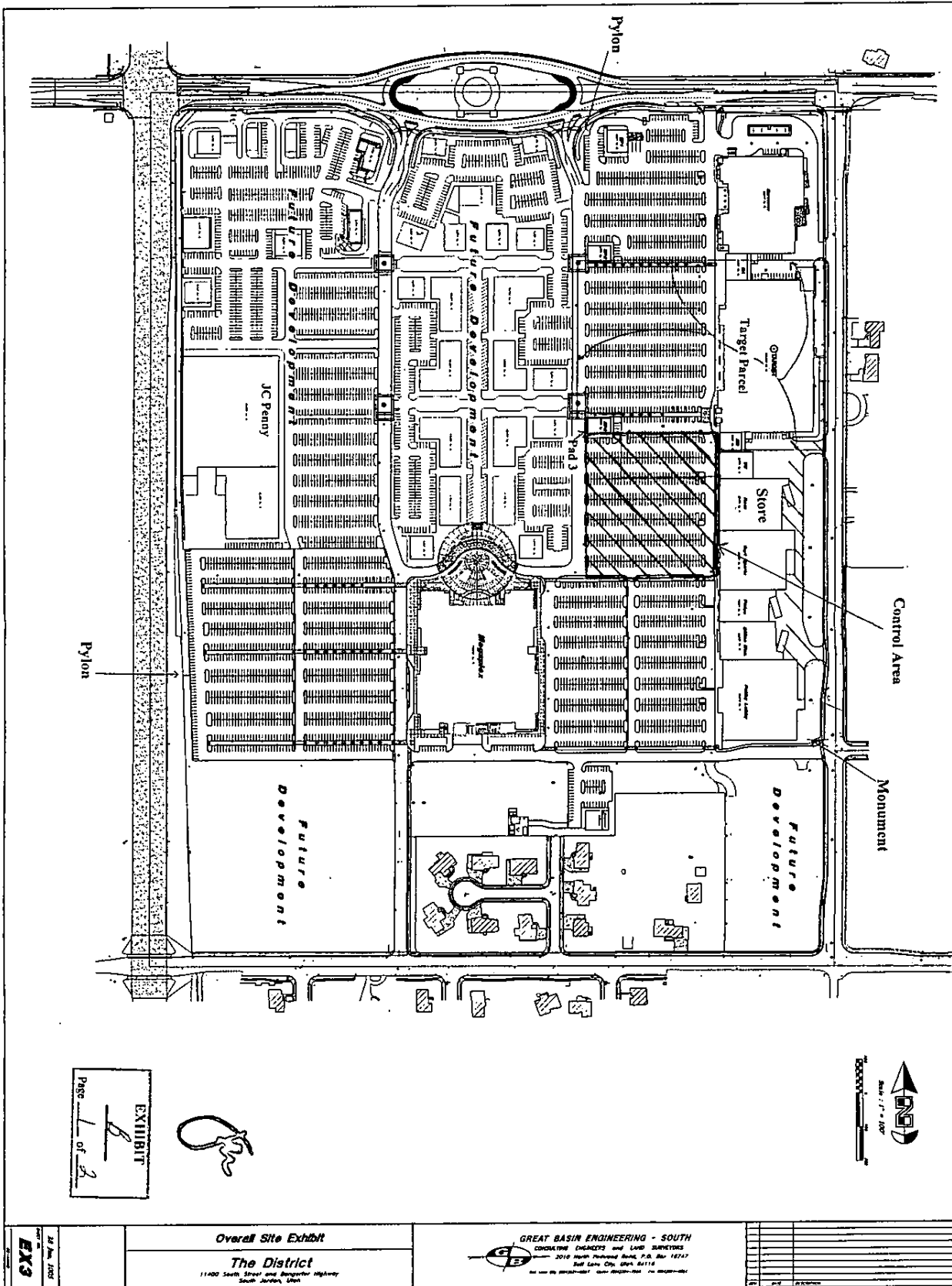


EXHIBIT  
 Page 1 of 2



Overall Site Exhibit

The District

11400 South Street and Berger Highway  
 South Jordan, Utah



GREAT BASIN ENGINEERING - SOUTH  
 CONSULTING ENGINEERS and LAND SURVEYORS  
 2016 North Parkwood Drive, P.O. Box 10247  
 Salt Lake City, Utah 84116  
 Tel: 313.962.1111 Fax: 313.962.1112

EX3

