

9813960
 8/16/2006 3:33:00 PM \$30.00
 Book - 9336 Pg - 8080-8089
 Gary W. Ott
 Recorder, Salt Lake County, UT
 FIRST AMERICAN TITLE UT CO
 BY: eCASH, DEPUTY - EF 10 P.

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

Republic Title of Texas, Inc.
 Attn: Ms. Janell Davidson
 2626 Howell Street, 10th Floor
 Dallas, Texas 75204

27-13-227-013-4002 MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") dated as of AUGUST 16, 2006, is made by and between **MACERICH SOUTH TOWNE LIMITED PARTNERSHIP** a California limited partnership ("Landlord") and **TEXAS ROADHOUSE HOLDINGS LLC**, a Kentucky limited liability company ("Tenant").

WITNESSETH

WHEREAS, Landlord is the owner of certain property located in the City of Sandy, County of Salt Lake, State of Utah.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and between the parties as follows:

1. **Premises.** Landlord by that certain Lease Agreement dated effective on or about December 27, 2005 ("Lease") has demised and leased to Tenant and Tenant has leased from Landlord, and Landlord hereby demises and leases to Tenant and Tenant hereby leases from Landlord, upon and subject to the terms, covenants and conditions set forth in the Lease certain premises more particularly described in the Lease ("Premises") at the property commonly known as South Towne Center ("Center") located in the City of Sandy, County of Salt Lake, State of Utah. The approximate location of the Center is depicted on Exhibit A attached hereto. The legal description for the Premises is more particularly described on Exhibit B attached hereto. The legal description for the Center is more particularly described on Exhibit C attached hereto.

2. **Defined Terms.** Capitalized terms used herein without definition shall have the meaning given such terms in the Lease.

3. **Term.** The initial term of the Lease is approximately fifteen (15) years, with two (2) consecutive options to extend the term thereafter of five (5) years per option, commencing on and upon terms and conditions more particularly set forth in the Lease.

4. **Costs and Fees.** Tenant covenants and agrees to pay all costs, fees and increased taxes (if any) incurred in connection with, or as a result of, the recording of this Memorandum, including, without limitation, any documentary transfer taxes, recording fees and real estate taxes and assessments.

5. **Conflict.** This Memorandum has been prepared and recorded for the purpose of providing notice of the Lease, is subject to the terms and provisions of the Lease, and is not

intended and shall not be construed to alter, modify, limit, abridge, supplement or enlarge any of the terms or provisions of the Lease. In the event of a conflict of any of the terms or provisions of the Lease with any term or provision of this Memorandum, the Lease shall prevail.

6. Termination of Memorandum. Upon the expiration of the term of the Lease (as the same may be extended by any option period) or earlier termination thereof, Landlord and Tenant agree to promptly execute and record any documentation required in order to release the effect of this Memorandum.

7. Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature pages of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereto, provided such signature pages are attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Memorandum attached thereto.

8. Common Area. During the Term, Tenant and the other Tenant Parties have the non-exclusive right in common with Landlord and all others to whom Landlord has or shall give the same or similar rights, to use the Common Area for its intended purposes subject to (a) the right of Landlord, Occupants and their respective invitees, customers, agents, employees and independent contractors to use the Common Area, (b) any Superior Agreements, and (c) each provision of this Lease. The term "Common Area" means all improvements, facilities, equipment, signs, land and areas (as each may be enlarged, reduced, dedicated to retail use, replaced, increased, removed, demolished or otherwise altered in any way by Landlord) within the exterior boundaries of the Center which are now or hereafter made available for general use, convenience or benefit of more than one (1) Occupant, which may include, but shall not be limited to, parking areas, access and perimeter roads, driveways, loading docks, pedestrian malls and courts (whether enclosed or unenclosed), corridors, stairs, ramps, elevators, escalators, first-aid stations, security stations, drinking fountains, toilets, public washrooms, community halls, auditoriums, and other public facilities, parcel pick-up stations and landscaped areas. Common Area shall include any other land which Landlord, by means of purchase, lease or otherwise, acquires, and which land is not presently part of the Center, to the extent Landlord designates all or any portion of such land available as Common Area.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the date first written above.

LANDLORD:

THE MACERICH SOUTH TOWNE LIMITED PARTNERSHIP
a California limited partnership

By: Macerich South Towne GP Corp.,
a Delaware corporation
its general partner

By: *Dana K. Anderson*
Name: DANA K. ANDERSON
Its: Vice Chairman

LANDLORD'S ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On July 21, 2006, before me Linda K. Jones, Notary Public, personally appeared Dana K. Anderson, 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.

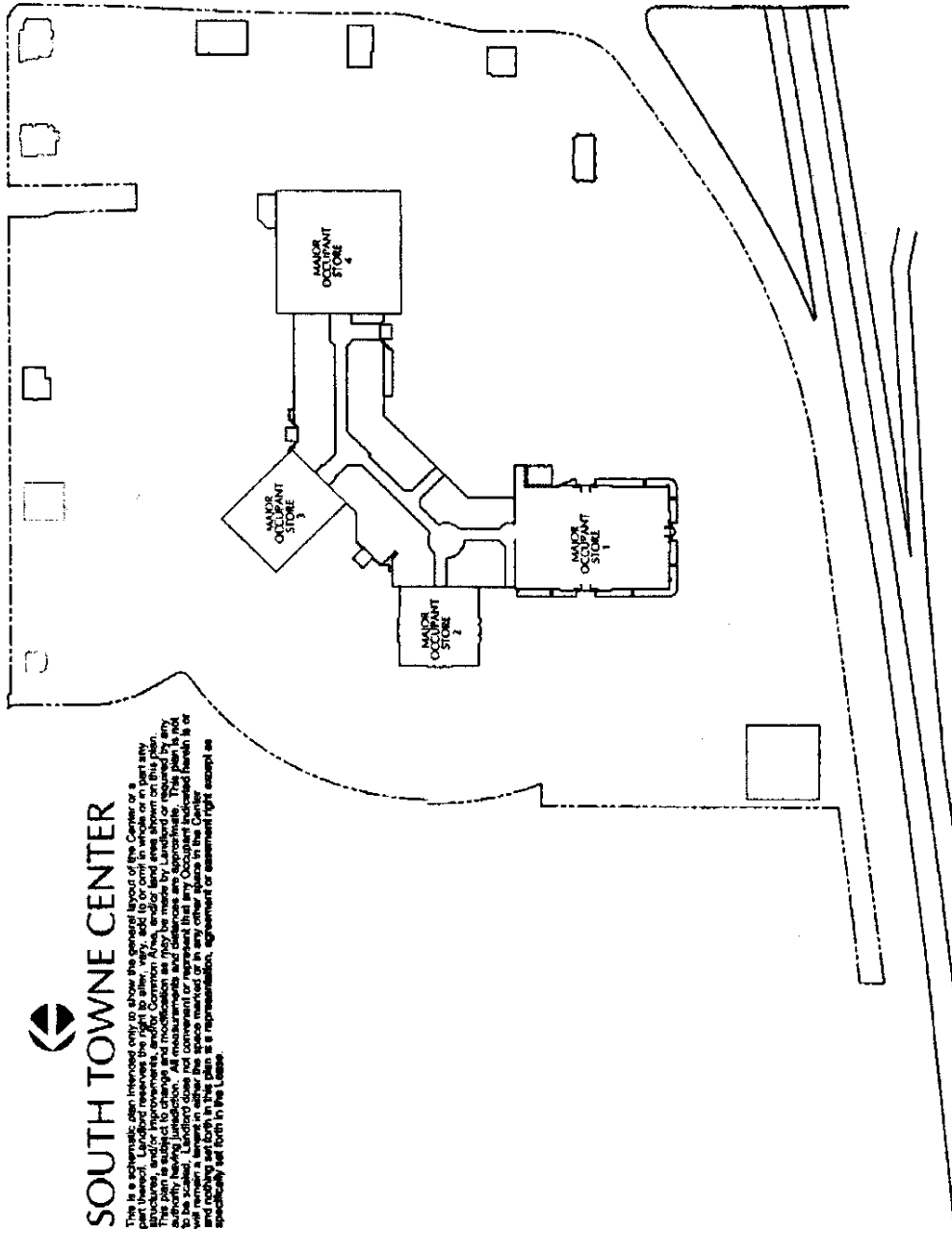
Witness my hand and official seal.

Linda K. Jones
Notary Public



EXHIBIT A

DEPICTION OF CENTER




SOUTH TOWNE CENTER

This is a schematic plan intended only to show the general layout of the Center or a portion thereof. It is not intended to show the exact location of any building, structure, and/or improvements, and/or Common Area, and/or land area shown on this plan. The plan is subject to change and modification as they are made by Landlord or required by any governmental authority. Landlord does not warrant or represent that the information shown on this plan is accurate, complete, or correct. Landlord does not warrant or represent that the information shown on this plan will remain a tenant in either the space marked or in any other space in the Center and nothing set forth in this plan is a representation, agreement or assignment right except as specifically set forth in this Lease.

EXHIBIT A

IManage:157575.1

EXHIBIT B

LEGAL DESCRIPTION OF PREMISES

**SUBJECT PARCEL DESCRIPTION
(PARCEL 1i)**

A PARCEL OF LAND FOR THE PURPOSE OF LEASED AREA OF TEMPORARY USE LOCATED WITHIN SECTION 13, T3S, R1W, S.L.B.&M, SANDY CITY, SALT LAKE COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 13, T3S, R1W, S.L.B.&M. FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 13 BEARS N00°51'23"E 2594.05 FEET; AND RUNNING N76°16'51"W 1258.63 FEET FROM SAID EAST QUARTER CORNER OF SECTION 13 TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

THENCE N76°14'19"W 68.74 FEET; THENCE N72°19'08"W 26.96 FEET; THENCE N63°57'31"W 52.96 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 350.00 FEET THROUGH A CENTRAL ANGLE OF 8°47'25"; THENCE ALONG SAID CURVE 53.70 FEET TO A POINT OF TANGENCY; THENCE N53°15'29"W 43.70 FEET; THENCE N45°04'14"W 97.11 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 8.50 FEET THROUGH A CENTRAL ANGLE OF 94°50'29"; THENCE ALONG SAID CURVE 14.07 FEET TO A POINT OF TANGENCY; THENCE N49°48'15"E 94.52 FEET; THENCE S89°41'04"E 70.92 FEET; THENCE N89°48'33"E 45.10 FEET; THENCE S84°53'40"E 9.32 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 130.00 FEET THROUGH A CENTRAL ANGLE OF 14°09'14"; THENCE ALONG SAID CURVE 32.11 FEET TO A POINT OF TANGENCY; THENCE S70°44'26"E 62.12 FEET; THENCE S00°34'08"E 215.75 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 48,963 SQUARE FEET OR 1.124 ACRES .

EXHIBIT B

EXHIBIT C

LEGAL DESCRIPTION OF CENTER

[Attached]

EXHIBIT C

lManage:157575.1

EXHIBIT C
Page 1 of 3

Beginning at a point on the West line of State Street (50.00 feet from monument line) North $89^{\circ}50'56''$ East 41.33 feet and South $00^{\circ}01'50''$ East 583.17 feet and South $00^{\circ}50'43''$ East 70.31 feet and South $00^{\circ}01'50''$ East 53.16 feet from the Northeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of bearing being South $00^{\circ}01'50''$ East 2599.11 feet along the State Street monument line between the monuments found marking the intersections of 10600 South and 10200 South Streets), said Northeast corner of Section 13 being South $89^{\circ}53'20''$ West 92.33 feet from the monument marking the intersection of State Street and 10200 South and running thence along the West street line South $00^{\circ}01'50''$ East 36.74 feet; thence South $89^{\circ}58'10''$ West 6.50 feet; thence South $00^{\circ}01'50''$ East 1,242.98 feet to the North line of A.P. Stevens property, recorded as Entry No. 1619249 on Page 97 in Book 1556 of Deeds in the Salt Lake County Recorder's Office; thence along said property line, South $89^{\circ}30'10''$ West 89.53 feet, South $70^{\circ}00'10''$ West 35.00 feet, South $89^{\circ}05'10''$ West 204.06 feet, South $00^{\circ}01'50''$ East 63.87 feet and North $89^{\circ}01'10''$ East 326.50 feet; thence along the new right-of-way South $00^{\circ}01'50''$ East 444.47 feet; thence South $89^{\circ}58'10''$ West 6.50 feet; thence South $00^{\circ}01'43''$ East 10.82 feet to the North line of Parcel "A" as shown on the survey map by Robert R. Goff dated August 24, 1985 for Goff Enterprises, Draper, Utah; thence South $45^{\circ}11'14''$ West 28.40 feet; thence along the North line of said Parcel "A" for the next four courses: North $89^{\circ}35'$ West 5.42 feet to a point of tangency with a 7,610.00 foot radius curve, the center of which bears North $00^{\circ}25'$ East and along said curve to the right, through a central angle of $02^{\circ}51'49''$ a distance of 380.34 feet to a point of reverse curve with a radius of 7,735.00 feet, the center of which bears South $03^{\circ}16'49''$ West and along said curve to the left through a central angle of $02^{\circ}51'49''$ a distance of 386.59 feet, and North $89^{\circ}35'$ West, for a distance of 215.84 feet; thence North $76^{\circ}40'15''$ West 153.77 feet to an iron rod shown on the C.J. Schuchert survey for Engineering Consortium, SLC; thence North $76^{\circ}58'27''$ West 37.64 feet to a point that is 120 feet perpendicular distance Northerly from the surveyed State Road Commission (SRC) Engineer's Centerline Station 9+05.86 of State Highway Project 15-7, said point being the end of the non-access line of said project; thence along the highway right-of-way and non-access line of said project the next 5 courses (bearings rotated to agree with basis of bearing); North $89^{\circ}35'$ West 198.00 feet to a point of tangency with a 205.63 foot radius curve (SRC = 206.59) the center of which bears North $00^{\circ}25'$ East, and along said curve to the right, through a central angle of $58^{\circ}26'36''$ a distance of 209.75 (SRC = 210.15) and continuing North $34^{\circ}54'34''$ West 420.27 feet to a point on the arc of a 1,740.85 foot radius curve, the center of which bears North $57^{\circ}49'06''$ East, said point being 65 feet perpendicular distant Northeasterly from Engineer's Station 57+61.83 for the centerline of ramp "C" of said highway project, and continuing Northwesterly along said curve to the right, through a central angle of $24^{\circ}10'17''$ a distance of 734.41 feet to a point 65 feet radially distant Northeasterly from Engineer's Station 50+00 for ramp "C" (said point also being 145 feet radially distant Northeasterly from I-15 centerline station 970+00), and continuing North $07^{\circ}18'09''$ West 1,353.04 feet to a point on the North line of said Section 13 (North $89^{\circ}49'53''$ West 2,198.92 feet from the Northeast corner of said Section 13); thence South $89^{\circ}49'53''$ East 63.36 feet to a point on the arc of a 34,179.5 foot radius curve, the center of which bears North $84^{\circ}14'35.33''$ East, thence Southeasterly along said curve to the left, through a central angle of $00^{\circ}15'12.33''$

a distance of 151.18 feet to a point that is 198.0 feet radially distant Northeasterly from I-15 centerline station 958 + 00; thence South $07^{\circ}18'09''$ East 307.23 feet; thence parallel with the North line of said Section 13, South $89^{\circ}49'53''$ East 760.77 feet to a fence line; thence along said fence line, South 59.05 feet to a point on the Northerly boundary line of the South Towne Mall Ring Road, which point is on a 768.00 foot radius curve to the right (radius point bears South $21^{\circ}27'29''$ East); thence along said line Northeasterly 299.68 feet along the arc of said curve through a central angle of $22^{\circ}21'25''$; thence South $00^{\circ}00'36''$ West 9.99 feet along said line to a point on a 758.00 foot radius curve to the right (radius point bears South $00^{\circ}54'37''$ West); thence along said line Southeasterly 712.45 feet along the arc of said curve through a central angle of $53^{\circ}51'11''$ to a point of reverse curvature with a 25.00 foot radius curve to the left; thence along said line Southeasterly 37.15 feet along the arc of said curve through a central angle of $85^{\circ}08'19''$ to a point on the Northerly boundary line of an access road; thence North $59^{\circ}37'30''$ East 74.04 feet along said line to a point of curvature with a 306.00 foot radius curve to the right; thence along said line Northeasterly 162.31 feet along the arc of said curve through a central angle of $30^{\circ}23'31''$; thence South $89^{\circ}59'00''$ East 192.15 feet along said line to a point of curvature with a 25.00 foot radius curve to the left; thence along said line Northeasterly 21.60 feet along the arc of said curve through a central angle of $49^{\circ}30'41''$ to said West line of State Street and the point of beginning.

LESS AND EXCEPTING THEREFROM the property conveyed to Mervyn's, a California corporation by General Warranty Deed recorded October 21, 1993 as Entry No. 5634888 in Book 6781 at page 761 of Official Records, being a parcel of land in the Northeast quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base & Meridian, being more particularly described as follows:

Beginning at a point 926.18 feet West and 700.84 feet South from the Northeast corner of said Section 13 (basis of bearing being South $00^{\circ}01'50''$ East along the State Street monument line between the monuments opposite the Northeast corner and the East Quarter corner of said Section 13), said point being on a 315.48 foot radius curve to the right (radius point bears North $76^{\circ}12'01''$ West) and running thence Southwesterly 6.61 feet along the arc of said curve through a central angle of $01^{\circ}12'01''$ to a point of tangency; thence South $15^{\circ}00'00''$ West 113.39 feet; thence South $83^{\circ}05'00''$ East 19.20 feet to a point on a 147.50 foot radius curve to the left (radius point bears South $83^{\circ}05'00''$ East); thence Southerly 17.73 feet along the arc of said curve through a central angle of $06^{\circ}53'25''$ to a point of tangency; thence South $00^{\circ}01'35''$ West 184.00 feet; thence South $89^{\circ}59'52''$ West 263.49 feet; thence North $00^{\circ}01'35''$ East 10.30 feet to the point of curvature with a 49.50 foot radius curve to the right; thence Northeasterly 35.99 feet along the arc of said curve through a central angle of $41^{\circ}39'23''$ to a point of reverse curvature with a 50.50 foot radius curve to the left; thence Northeasterly 36.72 feet along the arc of said curve through a central angle of $41^{\circ}39'23''$ to a point of tangency; thence North $00^{\circ}01'35''$ East 128.85 feet to the point of curvature with a 14.50 foot radius curve to the right; thence Northeasterly 22.78 feet along the arc of said curve through a central angle of $90^{\circ}00'00''$ to a point of tangency; thence South $89^{\circ}58'25''$ East 103.56 feet to the point of curvature with a 75.50 foot radius curve to the left; thence Northeasterly 69.60 feet along the arc of said curve through a central angle of $52^{\circ}48'57''$ to a point of tangency; thence North $37^{\circ}12'38''$ East 32.85 feet; thence North $15^{\circ}00'00''$ East 56.14 feet; thence South $75^{\circ}00'00''$ East 39.93 feet to the point of beginning.

EXHIBIT C
Page 3 of 3

THE PROPERTY FIRST DESCRIBED ABOVE BEING TOGETHER WITH those easements that are appurtenant thereto created in that certain Declaration of Covenants, Conditions and Restrictions for construction and operation recorded January 23, 1985 as Entry No. 4042059 in Book 5624 at Page 914 of Official Records.

THE PROPERTY FIRST DESCRIBED ABOVE ALSO BEING TOGETHER WITH those easements that are appurtenant thereto created in the certain Grant of Reciprocal Easement, Declaration of Covenants running with the Land and Development Agreement recorded October 21, 1993 an Entry No. 5634889 in Book 6781 at Page 765 of Official Records.