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E# 2989603 PG 1 OF 7  
Leann H. Kilts, WEBER COUNTY RECORDER  
05-Jul-19 0330 PM FEE \$40.00 DEP ZG  
REC FOR: FIRST AMERICAN TITLE INSURANCE CO  
ELECTRONICALLY RECORDED

\_\_\_\_\_ County Registry of Deeds

## DOCUMENT COVER SHEET

**THIS IS THE FIRST PAGE OF THIS DOCUMENT – DO NOT REMOVE**

PROPERTY ADDRESS: 2550 N. Washington Blvd, North Ogden, UT

DOCUMENT NAME: Memorandum of Lease

APN: 18-149-0004

ABBR. LEGAL:

WHEN RECORDED RETURN TO:  
First American Title Company  
1790 Hughes Landing Blvd., Suite 110  
The Woodlands, Texas 77380  
Attn: Sharon Mork  
NCS -

40 -746834 -H

RECORDED AT THE REQUEST OF  
FIRST AMERICAN TITLE INS. CO.  
AS A COURTESY WITH NO LIABILITY

WHEN RECORDED RETURN BY MAIL TO:

First American Title Company  
National Commercial Services  
1790 Hughes Landing Blvd., Suite 110  
The Woodlands, Texas 77380  
ATTN: Sharon P. Mork  
Vice President/Manager  
Sr. Commercial Escrow Officer

THIS DOCUMENT PREPARED BY:

Robert Iff, Esq.  
Opus Law Group PLLC  
1325 Fourth Avenue, Suite 1800  
Seattle, WA 98101

On Behalf of:

Starbucks Coffee Company  
2401 Utah Avenue South, Suite 800  
Mailstop: S-LA3  
Seattle, Washington 98134  
Store: 2550 and Washington  
North Ogden, UT  
#N@

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is entered into by and between **Crossroads Nogden BP, LLC**, a Utah limited liability company ("Landlord") having its principal place of business at 1686 S. Major St. Suite 210, Salt Lake City, UT 84152, and **Starbucks Corporation**, a Washington corporation having an office at 2401 Utah Avenue South, Seattle, Washington 98134 ("Tenant"), Landlord and Tenant having entered into a commercial lease having an Effective Date of Dec 13, 2018 (the "Lease").

1. The Lease covers certain commercial property in a shopping center commonly known as North Pointe Center, consisting of approximately 1,920 square feet of Gross Leasable Area (the "Premises") all as more particularly described in the Lease. The legal description of the Shopping Center and the Property on which the Premises is located is attached hereto and incorporated herein by this reference.

2. The Lease provides for the rental of the Premises by Tenant for a term of ten (10) years (the "Initial Term").

3. The Lease grants to Tenant the right to renew the Initial Term for up to four (4) consecutive five (5) year period(s) (the "Extension Term(s)") under the same terms and conditions contained in the Lease, provided Tenant exercises the applicable Extension Term in accordance with the applicable terms of the Lease. Base Rent during any Extension Term(s) shall be as specified in the Lease.

4. Tenant may use and occupy the Premises, drive-through lanes, and outdoor seating area for a coffee store or any other lawful retail or restaurant use, including, without limitation, the sale of beer and wine, which does not conflict with any written exclusive use presently granted to another tenant in the Shopping Center, all as more specifically set forth in the Lease.

5. This Memorandum shall not, under any circumstances, be deemed to modify or change any provisions of the Lease, the provisions of which shall in all instances prevail.

6. The Lease grants to Tenant the exclusive right to sell in the Property: (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) brewed coffee or (e) blended beverages.

Notwithstanding the foregoing, the following exceptions shall apply:

(1) Other tenants may sell brewed coffee or brewed tea which is neither (i) gourmet identified, nor (ii) brand identified. For purposes of this Lease, "gourmet identified" shall be defined as: (a) advertised or marketed as Arabica bean-based or (b) advertised or marketed as being sourced from a gourmet coffee or tea brand such as Coffee Bean & Tea Leaf, Intelligentsia, Peets, Caribou or other similar branding. For purposes of this Lease, "brand identified" shall mean coffee or tea that is advertised or marketed within the applicable premises by its brand name or served in a brand- identified cup.

(2) Other tenants may sell pre-bottled tea or pre-bottled tea-based beverages, pre-bottled espresso or pre-bottled espresso based drinks, pre-bottled coffee-based drinks, and pre-bottled blended beverages.

(3) Anchor tenants occupying twenty thousand (20,000) contiguous square feet or more and full-line grocery store tenants occupying ten thousand (10,000) contiguous square feet or more shall not be subject to Tenant's exclusive so long as any such anchor or grocery store tenant at all times occupies and operates out of the foregoing minimum contiguous square footage under a single trade name, does not have a separate entrance or exterior signage for the sale of Tenant's exclusive items, or otherwise advertises, in a manner visible from the exterior of such tenant's space, the sale of Tenant's exclusive items.

(4) Full service, sit-down restaurants with a wait staff and table service serving a complete menu may sell brewed coffee, tea and hot espresso drinks for on-premises consumption only.

(5) Any existing tenant in the Shopping Center with a lease which predates the Lease (which existing tenants, with a statement of their permitted use clauses, are set forth in the Lease and by this reference incorporated herein) whose lease allows it to sell any of the forgoing products, shall not be subject to Tenant's exclusive use restriction set forth herein, if and to the extent that any such existing tenant is permitted by its lease to sell any of Tenant's exclusive use items; provided, however, that with respect to such tenants, Landlord agrees that to the extent Landlord has reasonable control over any such tenant's use and changes in use, Landlord shall exercise such control to enforce and protect Tenant's exclusive use rights described herein.

7. This Memorandum may be signed in two or more counterpart copies with the same effect as if the signature to each counterpart copy were on a single instrument. Each counterpart shall be deemed an original as to any party whose signature it bears and all such counterparts shall constitute one document. Facsimile or electronically scanned copies shall be deemed originals.

[SIGNATURES ON FOLLOWING PAGE(S)]





EXHIBIT A TO MEMORANDUM OF LEASE

Tax Parcel Numbers: 181540001, 181540002, 181540004

That certain tract of land situated in the County of Weber, State of Utah and more particularly described as follows:

All of Lots 601, 602, AND 604, North Pointe Center Subdivision, Sixth Amendment, according to the plat thereof, as recorded in the office of the County Recorder of Weber County, Utah.