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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
REPUBLIC TITLE OF TEXAS INC
2626 HOWELL ST 10TH FL
DALLAS TX 75204
BY: HNP, DEPUTY - MA 9 P.

7/10
PREPARED BY: 32
J. Donald Stevenson, Jr., Esq.
7-Eleven, Inc. (Loc. 35470)
1722 Routh Street, Suite 1000
Dallas, Texas 75201-2506

WHEN RECORDED MAIL TO:

Return to: ND7S 12R00875 ND7S
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas, Texas 75204

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

704 East 3300 South
Salt Lake City, Utah
7-Eleven Loc. No. 35470

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE shall evidence that there is in existence a Lease as described herein. The parties have executed this Memorandum of Lease for recording purposes only as to the Lease hereinafter described, and it is not intended to and shall not modify, amend, supersede or otherwise affect the terms and provisions of said Lease. In the event of any conflict between this Memorandum of Lease and the Lease, the Lease shall control. All of the capitalized terms contained herein are defined in the Lease.

1. Name of Document: FREESTANDING LEASE (the "Lease")
2. Name of Landlord: WDG CONVENIENCE, LLC, a Utah limited liability company
3. Name of Tenant: 7-ELEVEN, INC., a Texas corporation
4. Address of Landlord: WDG Convenience, LLC
1572 Woodland Park Dr., Ste. 505
Layton, Utah 84041
Attn: Spencer H. Wright
5. Address of Tenant: 7-Eleven, Inc.
Attn: Corporate Real Estate
1722 Routh Street, Suite 1000
Dallas, Texas 75201-2506
6. Date of Lease: August 25, 2011

7. Premises/Leased Property: The Premises is described on Exhibit A attached hereto and made a part hereof, consisting of approximately 28,000 square feet of land located at 704 East 3300 South in Salt Lake City, Utah, together with the improvements located thereon including, without limitation, a building with approximately 3,025 square foot of floor area.
8. Commencement Date: July 1, 2012
9. Initial Lease Term: Ten (10) Years.
10. Option to Extend: Four (4) successive options for five (5) years for each option.
11. Exclusives: Landlord agrees that, during the Term and any Extended Term, no occupant of the Adjacent Property legally described on Exhibit B attached hereto or the Nearby Property (as defined below) other than Tenant, shall be permitted to operate any business which provides or offers any one or more of the following (collectively, the "Exclusives") in connection with all or any part of its business operations, except as otherwise expressly set forth herein:
- (i) packaged fluid milk in one quart or larger containers;
 - (ii) commercially pre-packaged bread and pastry products; unless sold by a Permitted Restaurant (as defined below);
 - (iii) made to order and pre-prepared sandwiches, burritos, salads and foods, and roller grill items (such as hot dogs and taquitos) for consumption on or off premises, unless sold by a Permitted Restaurant;
 - (iv) grocery items;
 - (v) cigarettes and tobacco products, unless vended by machine;
 - (vi) beer and wine for off premise consumption;
 - (vii) health and beauty aids;
 - (viii) over-the-counter medications such as pain relievers, cough, cold and flu, and dental care items;
 - (ix) soft drinks in six pack, eight pack, twelve pack, case lots, half liter, one liter or two liter bottles;
 - (x) soft drinks by the cup or can, unless sold by a Permitted Restaurant,
 - (xi) frozen or semi-frozen carbonated beverages, unless sold by a Permitted Restaurant;
 - (xii) candy, unless gift boxed or sold in bulk;
 - (xiii) coffee or hot chocolate by the cup, unless sold by a Permitted Restaurant;
 - (xiv) newspapers, magazines and paperback books;
 - (xv) motor fuels or petroleum products;
 - (xvi) lottery tickets, money orders, phone cards;
 - (xvii) vended video and/or game rentals; and
 - (xviii) gift or cash cards, other than gift or cash cards for the particular business occupying such space.

The term "Permitted Restaurant" as used herein shall mean a sit down restaurant with menus and waiter/waitress service, and no walk-up service, or a fast food restaurant, so long as any such restaurant is not a specialty coffee shop (e.g.: Starbucks or Daz Bog). The term "Nearby Property" shall mean any property located within 300 feet of any boundary of the Premises that Landlord (or an affiliate of Landlord) acquires at any time during the Term. Landlord represents and warrants to Tenant that it does not own any Nearby Property as of the date of the Lease, subject to Landlord's rights to purchase the Adjacent Property pursuant to the Purchase Agreement.

Landlord agrees to protect Tenant's exclusive right to sell the Exclusives in any future sale or lease of all or any portion of the Adjacent Property. Landlord shall not enter into any lease for occupancy of the Adjacent Property that permits the sale of any of the Exclusives in violation of the terms set forth herein, and shall promptly, at its expense, take all appropriate legal action to stop any such sales in violation of Tenant's rights as set forth herein. If any of the above covenants are found by a court of competent jurisdiction to be unreasonable or unenforceable, then such covenants shall be limited only to the extent that such court determines is reasonable and enforceable. Landlord hereby grants Tenant the right to institute an action, including an action for damages or injunctive relief, against any tenant or occupant of the Adjacent Property operating in violation of the Exclusives granted Tenant herein, provided however that Tenant does not, by virtue of obtaining such right, waive any rights it may have against Landlord as a result of any such violation.

12. Permits/Licenses: Landlord hereby grants to Tenant the right to apply for and obtain, in Landlord's name or otherwise, any permits or licenses required by applicable governmental authorities necessary or desirable for Tenant (i) to perform maintenance, remodeling, alterations and repairs at the Premises including, without limitation, in connection with the initial Improvements, and (ii) to otherwise use the Premises in accordance with the terms and conditions of the Lease. Landlord agrees to execute any documents reasonably requested by Tenant in connection therewith.

13. Right of First Offer: The Lease contains a right of first offer to purchase the Premises option in favor of Tenant.

This Memorandum of Lease may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

A copy of the Lease is on file with Landlord and Tenant at their respective addresses set forth above.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

LANDLORD:

WDG CONVENIENCE, LLC,
a Utah limited liability company

By: *Spencer H. Wrebitz*

Name: SPENCER H. WREBITZ

Title: MANAGER

TENANT:

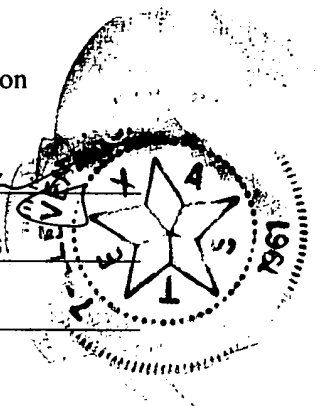
7-ELEVEN, INC., a Texas corporation

ATTEST:
Tracy

By: *Jennifer Bridges*

Name: Jennifer Bridges

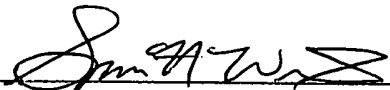
Title: Vice President



IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

LANDLORD:

WDG CONVENIENCE, LLC,
a Utah limited liability company

By: 

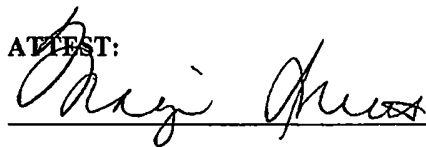
Name: SPENCER H. WREBIT

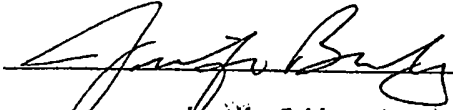
Title: MANAGER

TENANT:

7-ELEVEN, INC., a Texas corporation

ATTEST:



By: 

Name: Jennifer Bridges

Title: Vice President

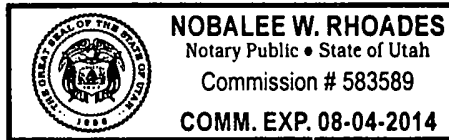
ACKNOWLEDGMENT
(Landlord)

STATE OF UTAH)
) ss.
County of Davis)

On this 21 day of December, 2012, before me, Nobalee W. Rhoades ^{NR}
Notary Public, personally appeared Spencer H. Wright, whose
identity is personally known to me (or proven on the basis of satisfactory evidence) and who by
me duly sworn/affirmed, did say that he/she is the Manager of WDG Convenience, LLC
and that said document was signed by him/her in behalf of said *Corporation by Authority of its
*Bylaws, or (Resolution of its Board of Directors), and said Spencer H. Wright
acknowledged to me that said *Corporation executed the same.

Nobalee W. Rhoades
Notary Public

(SEAL)

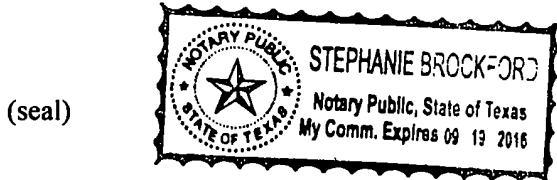


ACKNOWLEDGMENT
(Tenant)

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the aforesaid County and State, on this day personally appeared Jennifer Bridges and Marijan Smith , a(n) Vice President and an Assistant Secretary, respectively, of **7-ELEVEN, INC.**, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said corporation and that they each executed the same as the act of such corporation for the purposes therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of October, 2012



Stephanie Brockford
(Notary signature)

Stephanie Brockford
(typed or printed name)

My commission expires: 9/19/2012

EXHIBIT A

Premises Legal Description

PARCEL 1: (16-29-353-001)

BEGINNING AT THE NORTHWEST CORNER OF LOT 9, BLOCK 20, TEN ACRE PLAT A, BIG FIELD SURVEY; THENCE EAST 103 FEET; THENCE SOUTH 95 FEET; THENCE WEST 103 FEET; THENCE NORTH 95 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (16-29-353-002)

BEGINNING 103 FEET EAST FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 20, TEN ACRE PLAT A, BIG FIELD SURVEY; THENCE EAST 50 FEET; THENCE SOUTH 95 FEET; THENCE WEST 50 FEET; THENCE NORTH 95 FEET TO THE POINT OF BEGINNING.

PARCEL 3: (16-29-353-003)

BEGINNING 206 FEET EAST FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 20, TEN ACRE PLAT A, BIG FIELD SURVEY; THENCE SOUTH 95 FEET; THENCE WEST 53 FEET; THENCE NORTH 95 FEET; THENCE EAST 53 FEET TO THE POINT OF BEGINNING.

PARCEL 4: (16-29-353-004)

BEGINNING 95 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 20, TEN ACRE PLAT A, BIG FIELD SURVEY; THENCE SOUTH 44.725 FEET; THENCE EAST 103 FEET; THENCE NORTH 44.725 FEET; THENCE WEST 103 FEET TO THE POINT OF BEGINNING.

PARCEL 5: (16-29-353-008)

BEGINNING 206 FEET EAST AND 95 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 20, TEN ACRE PLAT A, BIG FIELD SURVEY; THENCE SOUTH 44.725 FEET; THENCE WEST 103 FEET; THENCE NORTH 44.725 FEET; THENCE EAST 103 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

A RIGHT OF WAY APPURTENANT TO PARCELS 3 AND 5 OVER AND ACROSS THE FOLLOWING DESCRIBED TRACT:

COMMENCING AT A POINT 206 FEET EAST FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 20, TEN ACRE PLAT "A", BIG FIELD SURVEY, AND RUNNING THENCE EAST 33 FEET; THENCE SOUTH 16.65 RODS; THENCE WEST 33 FEET; THENCE NORTH 16.65 RODS TO THE PLACE OF BEGINNING.

Said property is also known by the street address of:
Parcel 1: 702 East 3300 South, Salt Lake City, UT 84106
Parcels 2 & 3: 722 East 3300 South, Salt Lake City, UT 84106
Parcel 4: 3311 South 700 East, Salt Lake City, UT 84106
Parcel 5: 3314 South Scott Court, Salt Lake City, UT 84106

EXHIBIT B

Adjacent Property Legal Description

The land situated in the County of Salt Lake, State of Utah described as follows:

Parcel 1 (Tax Serial ID#: 1629353005):

BEGINNING 139.725 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 20, TEN ACRE PLAT A, BIG FIELD SURVEY; THENCE SOUTH 45 FEET; THENCE EAST 103 FEET; THENCE NORTH 45 FEET; THENCE WEST 103 FEET TO THE POINT OF BEGINNING.

Parcel 2 (Tax Serial ID# 1629353006):

BEGINNING 184.725 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 20, TEN ACRE PLAT A, BIG FIELD SURVEY; THENCE EAST 103 FEET; THENCE SOUTH 45 FEET; THENCE WEST 103 FEET; THENCE NORTH 45 FEET TO THE POINT OF BEGINNING.

Parcel 3 (Tax Serial ID# 1629353009):

COMMENCING AT A POINT 206 FEET EAST AND 139.725 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 20, TEN ACRE PLAT A, BIG FIELD SURVEY; THENCE SOUTH 45 FEET; THENCE WEST 103 FEET; THENCE NORTH 45 FEET; THENCE EAST 103 FEET TO THE POINT OF BEGINNING.

Parcel 4 (Tax Serial ID# 1629353010):

COMMENCING AT A POINT 206 FEET EAST AND 184.725 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 20, TEN ACRE PLAT A, BIG FIELD SURVEY; THENCE SOUTH 45 FEET; THENCE WEST 103 FEET; THENCE NORTH 45 FEET; THENCE EAST 103 FEET TO THE POINT OF BEGINNING.

Parcel 5 (Tax Serial ID# 1629353012):

BEGINNING 229.75 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 20, TEN ACRE PLAT A, BIG FIELD SURVEY; THENCE EAST 206 FEET; THENCE SOUTH 45 FEET; THENCE WEST 206 FEET; THENCE NORTH 45 FEET TO THE POINT OF BEGINNING.