



\*W2989604\*

E# 2989604 PG 1 OF 5  
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

07-777-0011<sup>kl</sup>

kl  
DB

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 J. Iff, Esq.  
Opus Law Group PLLC  
1325 Fourth Avenue, Suite 1800  
Seattle, WA 98101  
Phone: (206) 483.5200

On Behalf of:

Starbucks Coffee Company  
2401 Utah Avenue South, Suite 800  
Mailstop: S-LA3  
Seattle, Washington 98134  
Store: I-84 and State Highway 89  
#58308

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

40 -746834-4

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is entered into by and between **Wadsworth Uintah SBUX, LLC**, a Utah limited liability company ("Landlord") having its principal place of business at 166 East 14000 South, Suite 210, Draper, UT 84020, 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 January 9, 2018 (the "Lease").

1. The Lease covers certain commercial property located at the northwest quadrant of I-84 and State Highway 89, consisting of approximately 2,200 square feet of Gross Leasable Area (the "Premises") all as more particularly described in the Lease. The legal description of 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 and drive-through lanes/outdoor seating area for (a) a coffee store or (b) any other lawful retail or restaurant use including, without limitation, the sale of beer and wine, which sale shall be done in accordance with applicable law.

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 including, without limitation, those containing any of the following: ice, coffee, espresso, tea, milk, cream, juice and/or fruit. Notwithstanding the foregoing, a Burger King restaurant located on the Property or the Access Parcel (as defined in the Lease) shall not be subject to Tenant's exclusive use restriction set forth 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 PAGES]



TENANT:

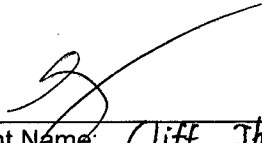
**STARBUCKS CORPORATION,**  
a Washington corporation

By:   
Name: Ray Silverstein  
Title: vice president

ACKNOWLEDGEMENT OF STARBUCKS CORPORATION

STATE OF WASHINGTON     )  
  ) SS.:  
COUNTY OF KING         )

On the 7 day of January, in the year 2019, before me, the undersigned, personally appeared Ray Silverstein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as vice president of **Starbucks Corporation**, and that by his signature executed this Memorandum of Lease on behalf of Starbucks Corporation.

  
Print Name: Cliff Jhun  
Notary Public for the State of Washington  
My commission expires: 11/19/20  
Seal or Stamp:

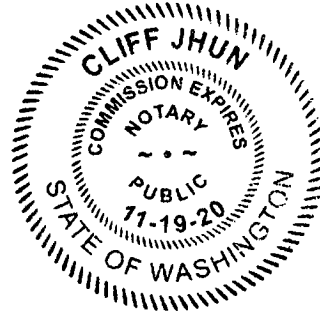


Exhibit A to Memorandum of Lease

*2/10/11*      *2011*

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

PART OF THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 26, TOWNSHIP 5 NORTH RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 2500 EAST STREET, SAID POINT BEING NORTH 00°02'25" EAST 165.07 FEET AND SOUTH 89°57'35" EAST 846.46 FEET AND SOUTH 15°00'02" WEST 168.65 FEET FROM THE CENTER OF SAID SECTION 26; THENCE SOUTH 75°00'00" EAST 340.74 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HIGHWAY 89; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 427.69 FEET, AN ARC LENGTH OF 73.42 FEET, A DELTA ANGLE OF 09°50'08", A CHORD BEARING SOUTH 22°57'35" WEST, A RADIAL BEARING OF NORTH 71°57'29" WEST, AND A CHORD LENGTH OF 73.33 FEET; AND (2) SOUTH 27°52'27" WEST 51.16 FEET TO THE NORTHEAST CORNER OF LOT 6, UINTAH SPRINGS BUSINESS PARK PHASE 2 (COMMERCIAL); THENCE NORTH 75°00'00" WEST ALONG THE NORTHERLY LINE OF SAID LOT 6, 319.19 FEET TO THE NORTHWEST CORNER OF SAID LOT 6 AND ALSO THE EASTERLY RIGHT OF WAY LINE OF 2500 EAST STREET; THENCE NORTH 15°00'02" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 122.49 FEET TO THE POINT OF BEGINNING

Tax Parcel No. ~~07-777-0009~~

07-777-0011 kl