



W3040427

EH 3040427 PG 1 OF 5
LEANN H KILTS, WEBER COUNTY RECORDER
11-MAR-20 208 PM FEE \$40.00 DEP PV
REC FOR: O'REILLY AUTO ENTERPRISES LLC

Returned to/Prepared by: Rhonda Mallonee
O'Reilly Auto Enterprises, LLC
Attn: Property Management
RE Portfolio Specialist
233 South Patterson
Springfield, MO 65802

MEMORANDUM OF LEASE

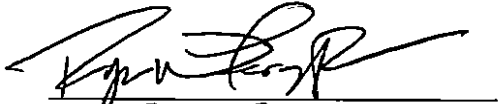
Lease made and entered into on the 14 day of May, 2018.

1. Landlord: SEC 070, LLC, with principal offices at:
1835 South Hwy 89, Perry, UT 84302
2. Tenant: O'Reilly Auto Enterprises, LLC, with principal offices at:
233 S. Patterson, Springfield, MO 65802.
3. Leased premises located at 301 E. 2600 N, North Ogden, UT.
4. Term of Lease: Lease shall be and is for a period of twenty (20) years, commencing upon the first day of the first month following the earlier to occur: (i) the issuance of a permanent Certificate of Occupancy for the building that Landlord has constructed on the Demised Premises as provided in the Work Letter or (ii) Tenant opens for business.
5. Extension Options: The Lease provides for four (4) extension options of five (5) years each. Tenant must give Landlord written notice of its intention to exercise extension options not less than one hundred twenty (120) days before the end of the initial term of the Lease and any properly exercised extension.
6. Restricted Use: Provided the Demised Premises are open and operating as an auto parts retailer, and Tenant is not in monetary or material non-monetary default under any of the terms of this Lease beyond any applicable cure period, Landlord agrees to prohibit the sale, use, or lease of any portion of Landlord's remaining property or that of its affiliates or subsidiaries within the Shopping Center to an auto parts store or other company which derives more than ten percent (10%) of their business from the sale of wholesale and/or retail auto parts. This restriction shall include, but not be limited to, such companies as AutoZone, Advance Auto Parts, CarQuest, NAPA and Pep Boys and their related entities (including service centers), successors and assignees, or other company which


derives more than ten percent (10%) of their business from the sale and supply of wholesale and/or retail auto parts. Landlord shall be released from this clause, and released of liability resulting from any legal action which voids, limits, or violates such restriction, including, but not limited to, any bankruptcy decree.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease this 11 day of May, 2018.

LANDLORD:
SEC 070, LLC


By: JULIAN FOREMAN
Its: General Counsel

TENANT:
O'Reilly Auto Enterprises, LLC

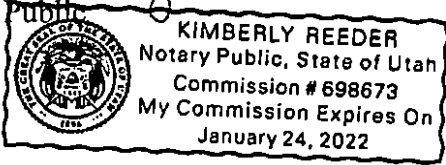

By: Scott Kraus
Its: Senior Vice President

STATE OF Utah)
) ss
COUNTY OF Box Elder

On the 11 day of May, 2018, before me, a notary public in and for said state, personally appeared Ryan Forsyth, General Counsel of SEC 070, LLC, known to me to be the person who executed the within Memorandum of Lease and acknowledged to me that they executed the same for the purposes therein stated.

Witness my hand and notarial seal subscribed and affixed in said County and State, the day and year first above written.

1-24-22
My Commission Expires:

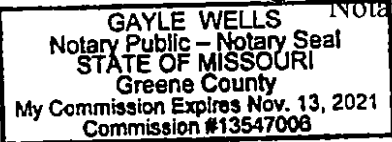
Kimberly Reeder
Notary Public


STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On the 14th day of May, 2018, before me, a notary public in and for said state, personally appeared **Scott Kraus**, Senior Vice President of O'Reilly Auto Enterprises, LLC, known to me to be the person who executed the within Memorandum of Lease on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

Witness my hand and notarial seal subscribed and affixed in said County and State, the day and year first above written.

11-13-2021
My Commission Expires:

Gayle Wells
Notary Public


the following described tract of land in Weber County, State of Utah:

PART OF LOT 48, PLAT 'B' NORTH OGDEN SURVEY, WEBER COUNTY, UTAH: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 48 AND RUNNING THENCE NORTH 89D41'30" WEST 200 FEET; THENCE NORTH 205.92 FEET; THENCE EAST TO THE WEST LINE OF 400 EAST STREET; AND THENCE SOUTH TO THE POINT OF BEGINNING.

SERIAL NO. 18-049-0020 - ABS ONLY KL

PART OF LOTS 16, PLAT B, NORTH OGDEN SURVEY, WEBER COUNTY, UTAH: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 16, AND RUNNING THENCE NORTH 89D41'30" WEST 200 FEET TO THE LIMITS LINE OF NORTH OGDEN CITY, THENCE NORTH 0D15' EAST 161.5 FEET, THENCE SOUTH 89D45' EAST 30 FEET; THENCE SOUTH 0D15' WEST 112.93 FEET; THENCE SOUTH 89D45' EAST 170 FEET TO THE WEST LINE OF WASHINGTON BOULEVARD; THENCE SOUTH 0D15' WEST 48.77 FEET TO THE POINT OF BEGINNING.

SERIAL NO. ~~18-049-0020~~ 0020-ABS & 0022
TRANSFER

PART OF LOTS 15 AND 16, PLAT B, NORTH OGDEN SURVEY, NORTH OGDEN CITY, WEBER COUNTY, UTAH: BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY OF WASHINGTON BOULEVARD, 254.69 FEET NORTH 0D15' EAST, FROM THE SOUTHEAST CORNER OF LOT 48, PLAT B, NORTH OGDEN SURVEY SAID POINT IS ALSO SOUTH 0D15' WEST, 409.93 FEET AND NORTH 89D45' WEST, 66.00 FEET FROM A MONUMENT AT THE INTERSECTION OF WASHINGTON BOULEVARD AND 2600 NORTH STREET AND RUNNING THENCE NORTH 89D45' WEST, 170.00 FEET; THENCE NORTH 0D15' EAST, 210.00 FEET; THENCE SOUTH 89D45' EAST, 170.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF WASHINGTON BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 0D15' WEST, 210.00 FEET TO THE POINT OF BEGINNING.

SERIAL NO. ~~18-049-0019~~ = 1/2 INTEREST. 18-049-0022 KL

PART OF LOTS 15, 16 AND 47, PLAT B, NORTH OGDEN SURVEY, WEBER COUNTY, UTAH: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 15; THENCE SOUTH 0D15' WEST 137.23 FEET; THENCE NORTH 89D45' WEST 170 FEET; THENCE SOUTH 0D15' WEST 97.07 FEET; THENCE NORTH 89D45' WEST 30 FEET; THENCE NORTH 0D15' EAST 250.17 FEET, MORE OR LESS, TO THE SOUTH LINE OF 2600 NORTH STREET; THENCE SOUTH 89D43'42" EAST 211.09 FEET, MORE OR LESS, TO THE WEST LINE OF WASHINGTON AVENUE; THENCE SOUTH 0D15' WEST 15.55 FEET, MORE OR LESS, TO BEGINNING.

SERIAL NO. 18-049-0003 BT

PART OF LOTS 15, 16, 47 AND 48, PLAT B, NORTH OGDEN SURVEY, WEBER COUNTY, UTAH; BEGINNING AT A POINT NORTH 89D41'30" WEST 200.00 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 48, SAID POINT ALSO BEING ON THE LIMITS LINE OF NORTH OGDEN CITY, AND RUNNING THENCE NORTH 89D41'30" WEST 677.5 FEET TO GEORGE I ALVORD PROPERTY, THENCE NORTH 0D15' EAST 492.1 FEET, THENCE NORTH 89D45' WEST 30 FEET, THENCE NORTH 0D15' EAST 124.77 FEET, MORE OR LESS, TO THE SOUTH LINE OF 2600 NORTH STREET; THENCE NORTH 88D51'10" EAST 700.47 FEET, MORE OR LESS, TO THE NORTH OGDEN CITY LIMITS LINE; THENCE SOUTH 0D15' WEST 617.59 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SERIAL NO. ~~18-049-0007-TRANSFER~~ 18-161-0005, 0006 KL

LESS:

A PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT THE SOUTHEAST CORNER OF LOT 48, PLAT B, NORTH OGDEN SURVEY, WEBER COUNTY, UTAH, AND RUNNING THENCE NORTH 00°15'00" EAST 254.69 FEET; THENCE NORTH 89°45'00" WEST 273.04 FEET; THENCE SOUTH 00°15'00" WEST 254.41 FEET; THENCE SOUTH 89°41'30" EAST 273.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.596 ACRES.

TOGETHER WITH AND INCLUDING A 20.00 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS: A PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT LOCATED NORTH 00°15'00" EAST 254.69 FEET, AND NORTH 89°45'00" WEST 273.04 FEET FROM THE SOUTHEAST CORNER OF LOT 48, PLAT B, NORTH OGDEN SURVEY, WEBER COUNTY, UTAH, AND RUNNING THENCE SOUTH 89°45'00" EAST 103.04 FEET, THENCE NORTH 00°15'00" EAST 20.00 FEET, THENCE NORTH 89°45'00" WEST 103.04 FEET THENCE SOUTH 00°15'00" WEST 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.047 ACRES.