

WHEN RECORDED, RETURN TO:  
Maverik, Inc.  
Attn: Real Estate Department  
185 S. State Street, Suite 800  
Salt Lake City, Utah 84111

13536608  
1/19/2021 11:39:00 AM \$40.00  
Book - 11101 Pg - 437-440  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
OLD REPUBLIC TITLE DRAPER/OREM  
BY: eCASH, DEPUTY - EF 4 P.

Parcel ID No.: 14-21-300-024

File 2041684MT

[Space Above for Recorder's Use]

### MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (“**Memorandum**”) is dated as of the 12<sup>th</sup> day of January, 2021 by and between WDG Inland Crossing, LLC, a Utah limited liability company (“**Landlord**”), and MAVERIK, INC., a Utah corporation (“**Tenant**”).

### RECITALS

A. Landlord owns certain real property located at approximately the Southeast Corner of SR201 and 8000 West, in Magna, Salt Lake County, Utah, consisting of approximately One Hundred Sixty-Three Thousand (163,000) square feet of land, which is described more particularly on Exhibit A attached hereto (as more fully described in the Ground Lease, and hereinafter defined, the “**Premises**”).

B. Landlord has leased the Premises to Tenant pursuant to a Ground Lease, dated January 8, 2020 (as amended, the “**Lease**”).

C. Pursuant to this Memorandum, Landlord and Tenant desire to confirm, ratify and give public notice of Landlord’s lease of the Premises to Tenant pursuant to the Lease and of certain of the rights and interests of Tenant and Landlord under the Lease.

### Notice is hereby given of the following:

1. Lease. The Lease pertains to real property located at approximately the Southeast Corner of SR201 and 8000 West, in Magna, Salt Lake County, Utah, consisting of approximately One Hundred Sixty-Three Thousand (163,000) square feet of land, which is described more particularly on Exhibit A attached hereto.

2. Term. The Lease provides that the Initial Term of the Lease is fifteen (15) years commencing on January 6, 2021 (the “**Commencement Date**”). The term of the Lease will be automatically extended for three (3) additional consecutive periods of five (5) years each, all on the terms and conditions in the Lease, unless Tenant gives written notice to Landlord of Tenant’s intent not to have the term of the Lease so extended.

3. Use and Restrictions. The Lease provides the following restrictions upon Tenant’s use of the Premises.

(a) Tenant may use the Premises for any legal purpose.

4. Right of First Refusal. During the Term, Tenant shall have a recurring right of first refusal to purchase from Landlord, upon the terms and conditions contained in this Section, Landlord’s entire right, title, interest, and estate in and to the fee interest in the Premises, including without limitation, Landlord’s

reversionary interest (“*Landlord’s Estate*”). In the event that Landlord shall receive a bona fide written offer acceptable to Landlord, or shall enter into a bona fide written contract, for the purchase by a third party of Landlord’s Estate or any portion thereof, Landlord shall promptly give written notice thereof to Tenant and shall deliver to Tenant a complete and correct copy of such offer or contract. The effective date of such notice is herein referred to as the “*Notice Date*.” Tenant shall have the right, at its option, to purchase Landlord’s Estate (or the portion thereof subject of such offer or contract) at the same price and upon substantially the same terms and conditions contained in the offer or contract by giving written notice thereof to Landlord within twenty (20) days after the Notice Date. If the offer includes real estate other than the Premises or a part thereof or an interest therein, or if the consideration to be paid under the offer for the Premises, or such part thereof or interest therein, is in whole or in part other than cash (the term “cash” to include mortgages and deeds of trust not to be removed by the proposed transfer) then Landlord in the notice shall state the bona fide cash fair market value at which Tenant shall be entitled to accept a transfer of only the Premises, or such part thereof or such interest therein, but other than Tenant’s right to accept a transfer of only the Premises, or part thereof or an interest therein, and Tenant’s right to pay said cash fair market value therefor, the transfer to Tenant shall be on the terms of the offer. If a dispute arises over the Landlord’s statement of cash fair market value as provided in this Section, Tenant may obtain an appraisal of the value of the consideration being conveyed to Landlord for the Premises from an appraiser reasonably acceptable to Landlord, or part thereof or interest therein, and thereafter purchase the Premises for that price. If Tenant does not give written notice within twenty (20) days after the Notice Date that Tenant will purchase Landlord’s Estate (or portion thereof offered), then Landlord shall be free to complete the sale of Landlord’s Estate (or the portion thereof subject of such offer or contract) to the involved third party upon the same terms and conditions contained in the offer or contract, so long as the said sale is completed within ninety (90) days after the Notice Date. If the proposed sale to such person is not completed within ninety (90) days after the Notice Date upon the same terms and conditions contained in the offer or contract, then the right of Tenant under this Section shall be fully restored and reinstated as if such offer or contract had never been presented to Tenant as herein required. If the option to purchase is timely exercised by Tenant, then the subject sale shall be closed and consummated within ninety (90) days after the Notice Date.

6. Memorandum. The foregoing represent only selected provisions of the Lease. Interested parties should contact Landlord or Tenant for more information. This Memorandum, and the rights and obligations of the parties hereunder, are subject to all of the terms and conditions of the Lease. This Memorandum does not add to, supersede, replace, amend or otherwise affect the Lease. To the extent of any conflict or inconsistency between any provisions of this Memorandum and the provisions of the Lease, the Lease, and not this Memorandum, shall control and govern.

*[Signature page and acknowledgements follow]*



**EXHIBIT A**  
Legal Description

Real property situated in Salt Lake County, Utah, more particularly described as follows:

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING A PORTION OF PARCEL 14213000230000 AND BEING MORE PARTICULARLY DESCRIBED FROM RECORDS AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF S.R. 201 AND THE EASTERLY RIGHT OF WAY LINE OF 8000 WEST STREET, SAID POINT BEING  $S00^{\circ}11'45''W$  2654.83 FEET AND  $S00^{\circ}11'41''W$  159.80 FEET AND  $S89^{\circ}48'19''E$  54.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 21 (SAID NORTHWEST CORNER BEING  $S89^{\circ}54'00''E$  5280.05 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 21); THENCE  $N89^{\circ}58'46''E$  ALONG THE SOUTHERLY RIGHT OF WAY LINE OF S.R. 201, 516.03 FEET; THENCE  $S00^{\circ}11'41''W$  225.33 FEET TO THE NORTHERLY LINE OF A PARCEL OF LAND CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY A QUIT CLAIM DEED RECORDED DECEMBER 14, 2018 AS ENTRY NO. 12903854 IN BOOK 10738 AT PAGE 8643 AT THE SALT LAKE COUNTY RECORDERS OFFICE; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING FOUR (4) COURSES: (1)  $S56^{\circ}24'16''W$  24.50 FEET; (2) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 638.99 FEET, AN ARC LENGTH OF 374.38 FEET, A DELTA ANGLE OF  $33^{\circ}34'10''$ , A CHORD BEARING OF  $S73^{\circ}11'21''W$ , AND A CHORD LENGTH OF 369.05 FEET; (3)  $S89^{\circ}58'25''W$  106.21 FEET; AND (4)  $N48^{\circ}35'49''W$  48.58 FEET TO THE EASTERLY LINE OF A PARCEL OF LAND CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY A QUIT CLAIM DEED RECORDED DECEMBER 14, 2018 AS ENTRY NO. 12903855 IN BOOK 10738 AT PAGE 8646 AT THE SALT LAKE COUNTY RECORDERS OFFICE; THENCE  $N00^{\circ}11'39''E$  ALONG SAID EASTERLY LINE, 313.35 FEET TO THE POINT OF BEGINNING. CONTAINING 163,300 SQUARE FEET OR 3.749 ACRES MORE OR LESS

Depicted as Legal 1 hereon:

