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E# 2100956 PG 1 OF 14  
DOUG CROFTS, WEBER COUNTY RECORDER  
04-MAY-05 11:35 AM FEE \$42.00 DEP KA  
REC FOR: METRO NATIONAL TITLE  
ELECTRONICALLY RECORDED

**MEMORANDUM OF LEASE**

MNT-05042013

**STATE OF UTAH** §  
§  
**COUNTY OF WEBER** §

**THIS MEMORANDUM OF LEASE is made and entered into by and between HARRISVILLE-ROGERS III, L.C., a Utah limited liability company ("Landlord"), and BRINKER RESTAURANT CORPORATION, a Delaware corporation ("Tenant").**

**WITNESSETH:**

By that certain Lease Agreement dated 4/26, 2005 (the "Lease") by and between Landlord and Tenant, Landlord leased to Tenant, and Tenant leased from Landlord, that certain tract or parcel of land located in the City of Harrisville, County of Weber, State of Utah, the same being more particularly described on Exhibit A attached hereto and made a part hereof (the "Land"), together with the non-exclusive use of all rights, privileges, easements, and appurtenances belonging or in any way pertaining thereto, and together with any buildings or other improvements erected and/or to be erected thereon (the "Improvements" and, together with the Land, the "Premises"), TO HAVE AND TO HOLD the same for a primary term of ten (10) years (commencing as provided in the Lease), with four (4) renewal terms of five (5) years each, all pursuant and subject to the terms, conditions, and stipulations contained in the Lease to which reference is made for all purposes of which it is intended hereby to give notice. The Premises are situated in and constitute a part of a shopping center located east of the northeast corner of Harrisville Road (a/k/a U.S. Highway 89) and North Street, and locally known or to be known as Harrisville Center (the "Center"). The Center is shown on the site plan attached hereto as Exhibit C (the "Site Plan"). Landlord owns the Land. Wal-Mart Real Estate Business Trust ("Wal-Mart") owns Lot 1 and Lot 7 of the Center. The remaining parcels in the Center are owned by affiliated entities of Landlord ("Landlord Affiliates") as described and depicted on Exhibit B attached hereto (the "Affiliated Owners' Properties").

The Center is subject to, among other recorded documents, that certain Easements with Covenants and Restrictions Affecting Land dated as of September 13, 1999, executed by and among Wal-Mart, Boyer Harrisville, L.C. and Melvin Rogers Family, L.C., and recorded in the real property records of Weber County, Utah, on September 22, 1999, as Document No. 1663781 in Book 2035, Page 280 (the "ECR"). Unless otherwise defined herein, all capitalized terms used herein shall have the same meaning as ascribed to such terms in the ECR as the context requires. Notwithstanding anything herein or in the ECR to the contrary, to the extent that the Premises (or Tenant's rights, obligations and/or interest under the Lease) would be adversely affected, Landlord shall not consent to any proposed amendment to the ECR (or give its consent or non-consent to any proposition when it has a right to do so under the ECR) without the prior written consent of Tenant, which consent may be denied in its reasonable discretion.

COURTESY RECORDING  
This Document is being recorded solely as a courtesy and an accommodation to the parties named herein. METRO NATIONAL TITLE hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.

During the term of the Lease, including any and all Renewal Terms, the Landlord Affiliates agree, by entering into this Memorandum of Lease, that they shall not allow to operate on their respective Lots described on Exhibit B the following restaurants: Applebee's, Bennigan's, BJ's Restaurant & Brewery, O'Charley's, Red Robin, Ruby Tuesday's and T.G.I. Friday's. However, should Landlord be permanently estopped by any governmental or judicial authority from performing under this subparagraph, then this subparagraph shall be modified to such an extent as to take into account the parties' original intent and to permit Landlord the ability to enforce the same under applicable law.

Landlord agrees that it shall not (nor consent to allow any other party) to erect, construct or install any subsequent signage, buildings, or other improvements in, or make any changes to, the portion of the Common Area of the Center labeled as the "No Build Area" on the Site Plan attached hereto as Exhibit C-2.

Tenant has a right of first refusal on the Premises if the same is to be conveyed as a parcel separate from land within the Center owned by Landlord. The terms and conditions of said right are more specifically described in the Lease.

This Memorandum of Lease is not intended to alter or supersede the Lease, and in the event of any conflict between this Memorandum of Lease and the Lease, the provisions of the Lease shall control.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease to be effective as of the latest of the dates set forth below.

LANDLORD:

HARRISVILLE-ROGERS III, L.C.,  
a Utah limited liability company

By: [Signature]

Its: Manager

Date: 4/24/05

TENANT:

BRINKER RESTAURANT CORPORATION,  
a Delaware corporation

By: [Signature]  
Jay L. Tobin,  
Vice President

Date: April 21, 2005

As the respective fee owners of the Lots described on Exhibit B attached hereto, each of the undersigned recognize that it will derive benefit from the Lease and agrees that, during the term of the Lease, including any Renewal Term, it will not allow to operate on its respective fee-owned Lot in the Center as described on Exhibit B the following restaurants: Applebee's, Bennigan's, BJ's Restaurant & Brewery, O'Charley's, Red Robin, Ruby Tuesday's and T.G.I. Friday's.

LOT 2:

HARRISVILLE ROGERS II, L.C.,  
a Utah limited liability company

By: [Signature]

Name: Dawn M. [Signature]

Date: 4/24/05

LOT 3:

HARRISVILLE-ROGERS, L.C.,

a Utah limited liability company

By: [Signature]

Name: [Signature]

Date: 4/26/05

LOT 4:

[Signature]  
Melvin L. Rogers

[Signature]  
Ellen B. Rogers

Date: 4/27/05

LOT 6 AND LOT 9:

MELVIN ROGERS FAMILY L.C.,

a Utah limited liability company

By: [Signature]

Name: [Signature]

Date: 4-27-05

LOT 6a:

BOYER-HARRISVILLE WS, L.C.,

a Utah limited liability company

By: [Signature]

Name: [Signature]

Date: 4/26/05











**LANDLORD'S ADDRESS:**

Harrisville-Rogers III, L.C.  
c/o The Boyer Company, L.C.  
90 South 400 West, Suite 200  
Salt Lake City, Utah 84101

**TENANT'S ADDRESS:**

Brinker Restaurant Corporation  
6820 LBJ Freeway  
Dallas, Texas 75240  
Attn: General Counsel

**AFTER RECORDING, RETURN TO:**

Bonnie Leigh  
Brinker International, Inc.  
6820 LBJ Freeway  
Dallas, Texas 75240

**EXHIBIT A****LAND**

A part of the Southeast Quarter of Section 8, Township 6 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point which is 276.73 feet North 89°31'54" West from the Southeast corner of Lot 4, Harrisville Retail Subdivision, Harrisville City, Weber County, Utah; running thence (3) three courses along the Northerly Right of Way Line of Proposed North Street, also known as Parcel A, of said Harrisville Retail Subdivision North 89°31'54" West 16.46 feet to a point of curvature; Southwesterly along the arc of a 280.00 foot radius curve to the left a distance of 120.17 feet (Central Angle equals 24°35'24" and Long Chord bears South 78°10'24" West 119.25 feet) to a point of tangency; South 65°52'42" West 46.87 feet; thence North 21°09'45" West 156.83 feet; thence North 7°15'09" West 187.94 feet; thence South 77°12'25" East 135.47 feet; thence South 89°04'18" East 128.37 feet; thence South 0°55'42" West 257.19 feet to the point of beginning.

Contains 64,850 sq. ft. or 1.489 acres.

PA 11-300 0005 ✓ *pm*

**EXHIBIT B**

**AFFILIATED OWNERS' PROPERTIES**

1. Harrisville Rogers II, L.C. owns the following lot:

Lot 2 of the Amended and Restated Plat of Lot 6 of Harrisville Retail Subdivision as recorded in Book 60, Page 32 of Plat Records of Weber County, Utah.

2. Harrisville Rogers, L.C. owns the following lot:

Lot 3 of the Amended and Restated Plat of Lot 6 of Harrisville Retail Subdivision as recorded in Book 60, Page 32 of Plat Records of Weber County, Utah.

3. Melvin L. Rogers and Ellen B. Rogers own the following lot:

Lot 4 of the Amended and Restated Plat of Lot 6 of Harrisville Retail Subdivision as recorded in Book 60, Page 32 of Plat Records of Weber County, Utah.

4. Melvin Rogers Family L.C. owns the following lots:

Lot 6 and Lot 9 of the Amended and Restated Plat of Lot 6 of Harrisville Retail Subdivision as recorded in Book 60, Page 32 of Plat Records of Weber County, Utah.

5. Boyer Harrisville WS, L.C. owns the following lot:

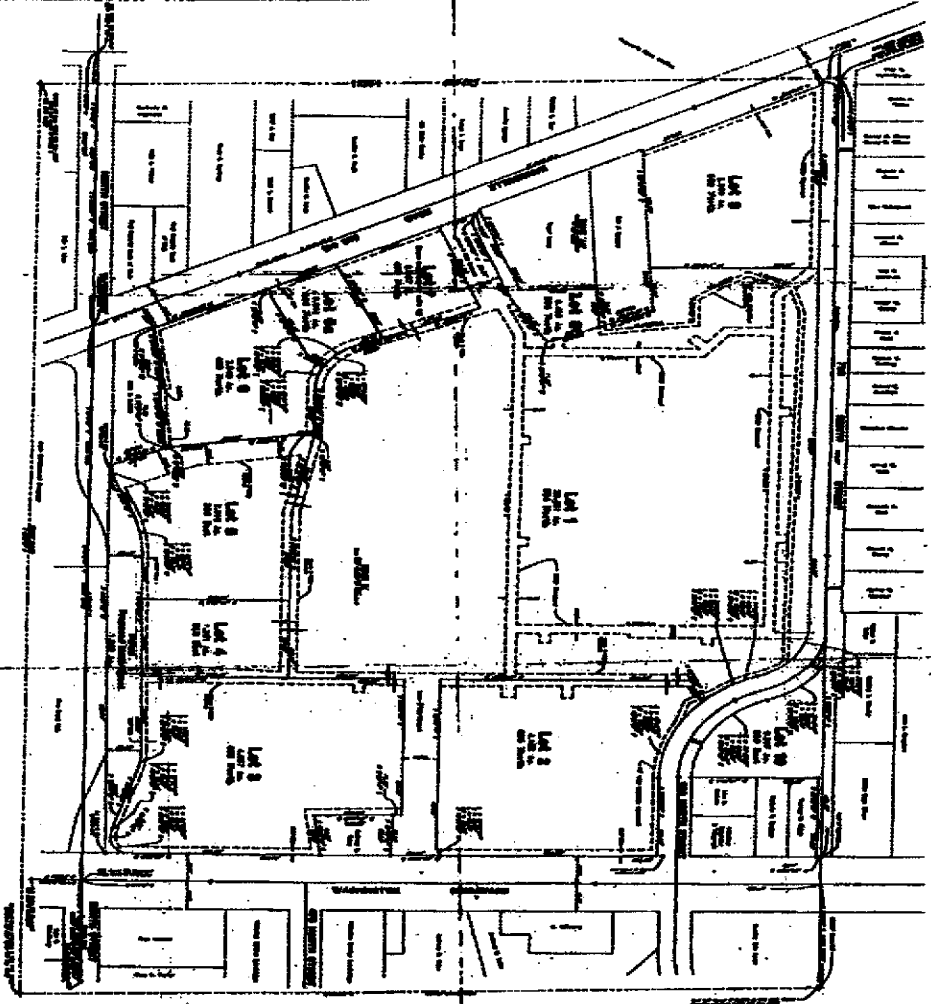
Lot 6a of the Amended and Restated Plat of Lot 6 of Harrisville Retail Subdivision as recorded in Book 60, Page 32 of Plat Records of Weber County, Utah.

11-25-2000, 0002



# Amended Plat of Lot 6 Harrisville Retail Subdivision

A part of the southeast 1/4 of section 8, T20N, R24E, US Survey  
Harrisville City, Walker County, Utah



APPROVED FOR THE CITY OF HARRISVILLE, UTAH  
BY THE CITY ENGINEER  
DATE: 11/15/2011

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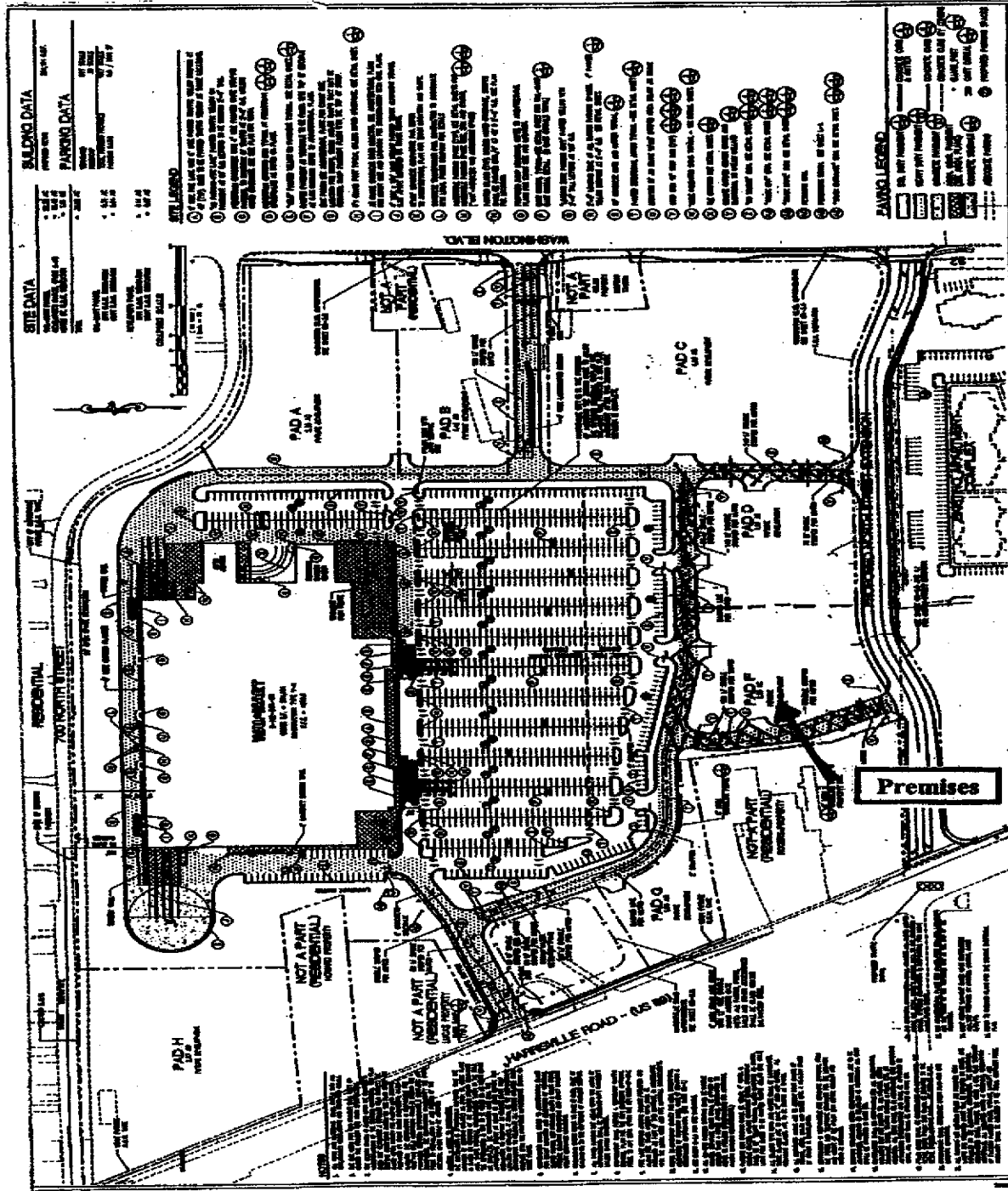
APPROVED FOR THE CITY OF HARRISVILLE, UTAH  
BY THE CITY ENGINEER  
DATE: 11/15/2011

**STATEMENT OF WORK**  
I, the undersigned, have prepared the plat of Lot 6, Harrisville Retail Subdivision, as shown on the attached plat. The plat is a true and correct copy of the original plat on file in the office of the County Clerk of Walker County, Utah. The plat is subject to the provisions of the Utah Subdivision Map Act, Chapter 2, Title 20, Utah Code, and the rules and regulations of the Utah State Board of Survey. The plat is subject to the provisions of the Utah Subdivision Map Act, Chapter 2, Title 20, Utah Code, and the rules and regulations of the Utah State Board of Survey. The plat is subject to the provisions of the Utah Subdivision Map Act, Chapter 2, Title 20, Utah Code, and the rules and regulations of the Utah State Board of Survey.

*[Signatures and stamps]*

**EXHIBIT C**

**SITE PLAN**



**BUILDING DATA**  
 PROJECT NO. 2100956  
 DATE 10/1/04  
**PARKING DATA**  
 TOTAL SPACES 100  
 VISITOR SPACES 10  
 SERVICE SPACES 10  
 TOTAL SPACES 120

- SITE LEGEND**
- 1. 1" = 10' (PLAN)
  - 2. 1" = 10' (SECTION)
  - 3. 1" = 10' (ELEVATION)
  - 4. 1" = 10' (DETAIL)
  - 5. 1" = 10' (GENERAL)
  - 6. 1" = 10' (MECHANICAL)
  - 7. 1" = 10' (ELECTRICAL)
  - 8. 1" = 10' (PLUMBING)
  - 9. 1" = 10' (HVAC)
  - 10. 1" = 10' (WATER)
  - 11. 1" = 10' (SEWER)
  - 12. 1" = 10' (GAS)
  - 13. 1" = 10' (TELEPHONE)
  - 14. 1" = 10' (CABLE)
  - 15. 1" = 10' (FIRE)
  - 16. 1" = 10' (SOUND)
  - 17. 1" = 10' (LIGHTING)
  - 18. 1" = 10' (LANDSCAPE)
  - 19. 1" = 10' (SIGNAGE)
  - 20. 1" = 10' (ACCESSIBLE ROUTE)
  - 21. 1" = 10' (CROSSING STREET)
  - 22. 1" = 10' (CROSSING DRIVE)
  - 23. 1" = 10' (CROSSING ALLEY)
  - 24. 1" = 10' (CROSSING PATH)
  - 25. 1" = 10' (CROSSING RAILROAD)
  - 26. 1" = 10' (CROSSING CANAL)
  - 27. 1" = 10' (CROSSING RIVER)
  - 28. 1" = 10' (CROSSING LAKE)
  - 29. 1" = 10' (CROSSING OCEAN)
  - 30. 1" = 10' (CROSSING MOUNTAIN)

**PAVING LEGEND**

- 1. ASPHALT
- 2. CONCRETE
- 3. GRAVEL
- 4. SAND
- 5. CEMENT
- 6. BRICK
- 7. TILE
- 8. MARBLE
- 9. GRANITE
- 10. SLATE
- 11. QUARTZ
- 12. GEMSTONE
- 13. METAL
- 14. WOOD
- 15. PLASTER
- 16. STUCCO
- 17. GIPSUM
- 18. CEMENTITE
- 19. TERRAZZO
- 20. POLYMER
- 21. EPoxy
- 22. URETHANE
- 23. SILICONE
- 24. ACRYLIC
- 25. VINYL
- 26. RUBBER
- 27. GLASS
- 28. PAPER
- 29. FABRIC
- 30. LEATHER

**WAL-MART**  
 554 NORTH HARRISVILLE ROAD  
 HARRISVILLE, UTAH 84404

**Pacific Land Design**  
 1000 S. 1000 E. SUITE 100  
 WASHINGTON, UT 84798  
 (801) 533-1000

NO.	DATE	BY	REVISION



**PREMISES**

