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12/19/2019 1:44:00 PM \$40.00  
Book - 10874 Pg - 9387-9393  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE CO TX  
BY: eCASH, DEPUTY - EF 7 P.

**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 WAS PREPARED BY:**

John Nettleton  
Starbucks Coffee Company  
2401 Utah Avenue So.  
#800, Mail Stop: S-LA3  
Seattle, WA 98134  
Store: Redwood and 41<sup>st</sup>  
Taylorsville, UT  
#58710

46-746834 -I

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

**MEMORANDUM OF LEASE**

This Memorandum of Lease ("Memorandum") is entered into by and between West Valley JMYL, LP, a California limited partnership, having its principal place of business at 110 Civic Center Dr., Suite 205, Vista, CA 92084 ("Landlord"), 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 ~~NOVEMBER~~ 20~~19~~<sup>18</sup> ("Lease").

1. The Lease covers certain commercial property located at the northwest corner of the intersection of 41<sup>st</sup> Street and Redwood Road, West Valley, Utah, in a shopping center consisting of approximately 2,200 square feet of Gross Leasable Area ("Premises"), all as more particularly described in the Lease. The legal description of the Property on which the Premises is located is attached hereto as Exhibit A-1 and incorporated herein by this reference. The legal description of the Restricted Property is attached hereto as Exhibit A-2 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 ("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) ("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 Leased Premises for any lawful retail or restaurant use, including, without limitation, the sale of beer and wine

5. The Lease grants to Tenant the exclusive right to sell in the Property and the Restricted 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 (a) freshly ground and whole coffee beans; (b) espresso, espresso-based and coffee-based drinks; (c) tea or tea-based drinks; (d) gourmet brand-identified brewed coffee; and (e) blended beverages.

6. 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.

7. This Memorandum may be signed in two (2) 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 PAGE(S)]



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Diego }

On November 12, 2021 before me, Miriam Magana-Macedo Notary Public  
(Here insert name and title of the officer)  
 personally appeared Edward Corn Jr.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
 Notary Public Signature

\_\_\_\_\_  
 (Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

Memorandum of Leave  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



EXHIBIT A-1 TO MEMORANDUM OF LEASE

Legal Description of the Property

Tax Parcel Number: 15-34-377-022-0000

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

Lot 3 of the JMYL West Valley Subdivision, recorded on January 14, 2019 as Instrument No. 12918636, in the office of the Salt Lake County Recorder, Salt Lake County, Utah

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EXHIBIT A-1 TO MEMORANDUM OF LEASE

Legal Description of the Restricted Property

Tax Parcel Numbers: Lot 4 - 15-34-377-024-0000  
Lot 5 - 15-34-377-023-0000  
Lot 6 - 15-34-377-023-0000

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

Lot 4, Lot 5 and Lot 6 of the JMYL West Valley Subdivision, recorded on January 14, 2019 as Instrument No. 12918636, in the office of the Salt Lake County Recorder, Salt Lake County, Utah