



W3154405

E# 3154405 PG 1 OF 9
Leann H. Kilts, WEBER COUNTY RECORDER
20-May-21 12:31 PM FEE \$40.00 DEP TN
REC FOR: REPUBLIC TITLE OF TEXAS, INC.
ELECTRONICALLY RECORDED

PREPARED BY AND
WHEN RECORDED MAIL
TO:

7-Eleven, Inc.
Attn: Corporate Real Estate
3200 Hackberry Road
Irving, Texas 75063
Store 38870

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

PARCEL ID NO. 08-031-0062; 08-031-0063; 08-022-0066

**NEC of Midland Drive
and 4000 South
Roy, Utah**

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE shall evidence that there is in existence a Lease as herein described. It is executed by the parties hereto for recording purposes only as to the Lease hereinafter described, and it is not intended and shall not modify, amend, supersede or otherwise affect the terms and provisions of said Lease. Terms used but not defined herein shall have the meaning set forth in the Lease.

Name of Document (the "Lease"):	Freestanding Lease, as amended
Date of Lease:	March 19, 2019
Name of Landlord:	ROYWELL, LLC, a Wyoming limited liability company
Name of Tenant:	7-ELEVEN, INC. , a Texas corporation
Address of Landlord:	Roywell, LLC 5498 700 West, Suite C Riverdale, Utah 84405
Address of Tenant:	7-Eleven, Inc. Attn: Corporate Real Estate Store #38870 PO Box 711

Dallas, Texas 75221-0711

- Premises: The Premises contains approximately 48,586 square feet, and is a portion of the Shopping Center located at the Northeast corner of Midland Drive and 4000 S, Roy, Utah located on the land more particularly described on Exhibit A attached hereto.
- Term Commencement Date: March 1, 2021
- Initial Lease Term: Fifteen (15) Years.
- Option to Extend: Four (4) successive options, to extend the term for any period of time up to but not exceeding five (5) years for each option.
- Permits/Licenses: Landlord grants to Tenant the right to apply for and obtain, in Landlord's name or otherwise, any permits or licenses required by applicable governmental authorities necessary or desirable for Tenant to undertake any construction and/or perform maintenance, remodeling, alterations and repairs at the Premises, or to otherwise use the Premises in accordance with the terms and conditions of the Lease and Landlord agrees to execute any documents reasonably requested by Tenant in connection therewith.
- Exclusives: (a) Landlord agrees that, during the Term and any Extended Term, no occupant of the Shopping Center other than Tenant shall park, place or operate a vehicle or business which provides or offers any of the following items (collectively, the "Exclusive Items"):
- (i) packaged fluid milk in one quart or larger containers;
 - (ii) fresh or commercially packaged bakery or bread products;
 - (iii) delicatessen and delicatessen type items, including, but not limited to, packaged lunch meats, pre-prepared sandwiches and foods, chicken wings and chicken fingers, grill items (such as hot dogs), burritos, taquitos, pre-made salads and fruit cups or fruit salad for consumption on or off premises;
 - (iv) pizza by the slice;
 - (v) grocery items commonly sold from a convenience store;
 - (vi) cigarettes, tobacco products and devices which simulate tobacco or other smoking, such as, for example, electronic cigarettes and vaporizers;

- (vii) beer and wine for off premise consumption;
- (viii) health and beauty care products;
- (ix) chilled, single serve beverages, including frozen or semi-frozen carbonated beverages;
- (x) energy drinks by the case, bottle, or can;
- (xi) beverages in six pack, eight pack, twelve pack, case lots, half, one or two liter bottles;
- (xii) candy, unless sold from a candy store or gift boxed or sold in bulk;
- (xiii) hot beverages by the cup, including coffee or hot chocolate;
- (xiv) newspapers, magazines and paperback books except from a bookstore;
- (xv) motor fuels or petroleum products;
- (xvi) lottery ticket, money orders (except from a bank), phone cards (except from a phone specialty store); and/or
- (xvii) gift cards (other than gift cards sold by a tenant in the Shopping Center for the particular business operated by such tenant within the Shopping Center).

(b) Notwithstanding the foregoing, the following uses shall be permitted in the Shopping Center so long as such future uses do not prohibit Tenant from operating for the uses set forth in Article 5 of the Lease or from offering for sale or rent any of the Exclusive Items: (i) automotive retail store which may include the sale of tires and the provision of related services; (ii) freestanding "dollar store"; (iii) a specialty coffee shop with a drive-through window; (iv) pharmacy; and (v) "fast-food" restaurant or quick serve restaurant of any food type with or without drive-through service. Tenant understands that Landlord may grant use restrictions in favor of owners or tenants of other parcels within the Shopping Center and Tenant shall be bound by the same so long as such use restrictions do not prohibit Tenant from operating for the uses set forth in Article 5 of the Lease or from offering for sale or rent any of the Exclusive Items.

(c) Landlord agrees to protect Tenant's and Tenant's franchisees at the Premises exclusive right to sell or rent the

above listed items in any future sale or lease of all or any portion of the Shopping Center. Landlord shall not enter into any lease for occupancy of the Shopping Center that permits the sale or rental of the above listed items, and shall promptly, at its expense, take all appropriate legal action to stop any sales or rentals in violation of Tenant's exclusive rights. If any of the above covenants are found by court of competent jurisdiction to be unreasonable or unenforceable, then such covenants shall be limited only to the extent that such court determines are reasonable and enforceable. Landlord hereby grants Tenant the right to institute an action, including an action for damages or injunctive relief, against any tenant in the Shopping Center which is operating in violation of the exclusives contained in Article 25 of the Lease, provided however that Tenant does not, by virtue of obtaining such right, waive any rights it may have against Landlord as a result of any such violation.

(d) Intentionally omitted for the purposes of this Memorandum.

Signage

(a) Landlord agrees that Tenant, subject to any required local governmental approvals, may install and maintain, at its sole expense, its standard fascia signage at the Premises to the full extent permitted by law. All of Tenant's signs may display Tenant's federally registered service marks. Tenant shall obtain, at its expense, any necessary permits prior to the installation of such signs.

(b) Without limiting Tenant's rights in the next sentence, throughout the first twelve (12) months of the Term of the Lease, and subject to governmental regulations, Tenant may display promotional banners and awnings in and around the Premises and adjacent portions of the Shopping Center for its grand opening. Tenant may in all events be permitted to display its weekly and monthly promotional signage at the Premises (including, without limitation, on the windows of the Premises), without Landlord's consent.

(c) Without limiting any of Tenant's rights to erect and maintain signage under the Lease, Tenant shall have the right, subject to charge, if any, as set forth in the Master Declaration as part of the Common Expenses, to use any common signage facilities at the Shopping Center and to install its building and fascia signage at the Shopping Center, all as shown on Exhibit C attached to the Lease.

(d) Landlord agrees that all signs in the Shopping Center will be constructed and located in such a manner which will not detract from the visibility of Tenant's fascia and pole signs. In no event

shall Landlord place any "For Lease" signs or the like on the Premises or within the Shopping Center in such a manner that will either detract from the visibility of the Premises or Tenant's fascia and pole signs or interfere with Tenant's normal business operations at the Premises.

The purpose of this Memorandum of Lease is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed. A copy of the Lease is on file with Landlord and Tenant at their respective addresses set forth above.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

LANDLORD:

ROYWELL, LLC.
a Wyoming limited liability company

Attest:

By: [Signature]

By:
Name: Ryan Crabtree
Its: Manager

ACKNOWLEDGEMENT

State of

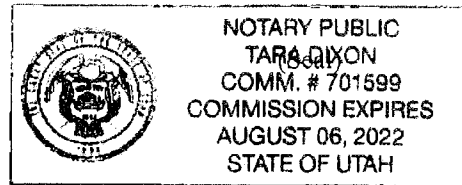
County of

On this 16 day of April, in the year 2021, before me Tara Dixon
a notary public, personally appeared Ryan Crabtree, Manager of ROYWELL, LLC., provided on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged she executed the same.

Witness my hand and official seal.

[Signature]

Notary Public



[SIGNATURE AND ACKNOWLEDGEMENT PAGE OF TENANT TO MEMORANDUM OF LEASE]

WITNESS the following signatures and seals.

TENANT:

Attest:

Robin D. Bryant
Name: Robin D. Bryant
Title: Assistant Secretary

7-ELEVEN, INC.,
a Texas corporation

By: *[Signature]*
Name: Yoshihiro Hatsuno
Title: Vice President

[corporate seal]

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the aforesaid County and State, on this day personally appeared Yoshihiro Hatsuno and Robin D. Bryant, a(n) Vice President and an Assistant Secretary, respectively, of **7-ELEVEN, INC.**, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said corporation and that they each executed the same as the act of such corporation for the purposes therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of May, 2021.

(seal)

[Signature]
(Notary signature)

Suzie O'Michael
(typed or printed name)



My commission expires: 02-10-2025

EXHIBIT A

Premises Description

The Land referred to herein below is situated in the County of WEBER, State of Utah, and is described as follows:

A PART OF THE SOUTHEAST QUARTER OF SECTION 3, AND PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, (AS MONUMENTED BY WEBER COUNTY SURVEYORS BRASS CAP AND MONUMENTS).

BEGINNING AT A POINT WHICH BEARS NORTH 452 FEET AND WEST 208.55 FEET (208.6 FEET) AND SOUTH 432.96 FEET, MORE OR LESS TO THE NORTH LINE OF ROAD, FROM THE SOUTHEAST CORNER OF SAID SECTION 3; AND RUNNING THENCE SOUTH 87°57'04" WEST 150.00 FEET ALONG SAID ROAD; THENCE SOUTH 1.52 FEET, MORE OR LESS TO THE NORTH RIGHT OF WAY LINE OF U.D.O.T. PROJECT STP-0108(5)12, AS MONUMENTED; THENCE THE FOLLOWING SEVEN COURSES ALONG SAID RIGHT OF WAY AS FOLLOWS: SOUTH 89°58'43" WEST 113.08 FEET; THENCE NORTH 01°21'33" WEST 16.41 FEET; THENCE SOUTH 89°58'43" WEST 223.20 FEET TO A FOUND RIGHT OF WAY MONUMENT; THENCE NORTH 31°45'41" WEST 44.14 FEET (NORTH 30°38'55" WEST 44.09 FEET); THENCE NORTH 37°14'33" EAST 86.47 FEET (NORTH 38°23'54" EAST 86.48 FEET) AND SOUTH 88°55'33" WEST 29.01 FEET (NORTH 89°55'11" WEST 29.03 FEET); THENCE NORTH 37°52'55" EAST 39.67 FEET ALONG MIDLAND DRIVE TO A FOUND STATE RIGHT OF WAY MONUMENT; THENCE NORTH 37°32'05" EAST 547.63 FEET ALONG THE EASTERN RIGHT OF WAY OF MIDLAND DRIVE, MORE OR LESS, TO AN EXISTING FENCE LINE; THENCE SOUTH 86°08'52" EAST 338.28 FEET ALONG SAID FENCE LINE, MORE OR LESS, TO AN OLD FENCE LINE MARKING THE QUARTER LINE BETWEEN SECTIONS 3 AND 2, SAID POINT ALSO BEING ON THE WESTERN BOUNDARY OF EDGEWATER ESTATES PHASE NO. 1, AS MONUMENTED; THENCE SOUTH 0°17'52" EAST (SOUTH 0°51'36" WEST 123.78 FEET) 126.21 FEET ALONG SAID SUBDIVISION TO THE PROJECTION OF A FENCE FROM THE WEST; THENCE SOUTH 88°38'59" WEST 209.74 FEET ALONG SAID FENCE LINE TO A POINT WHICH BEARS NORTH FROM THE POINT OF BEGINNING; THENCE SOUTH 426.91 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THOSE THREE PARCELS OF LAND IN FEE CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY THAT CERTAIN WARRANTY DEED RECORDED JUNE 03, 2014 AS ENTRY NO. 2689050 OF OFFICIAL RECORDS FOR THE WIDENING OF SR-108 (MIDLAND DRIVE) KNOWN AS PROJECT NO. S-0108(30)11, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, THE BOUNDARIES OF SAID PARCELS OF LAND ARE DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF 4000 SOUTH STREET, WHICH POINT IS 452.00 FEET NORTH AND 208.55 FEET WEST AND 431.91 FEET SOUTH AND 60.97 FEET SOUTH 88°14'09" WEST ALONG SAID RIGHT OF WAY LINE FROM THE SOUTHEAST CORNER OF SAID SECTION 3, AT A POINT 13.33 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE RIGHT OF WAY CONTROL LINE OF 4000 SOUTH STREET OF SAID PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 120+90.71; AND RUNNING THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) THENCE SOUTH 88°14'09" WEST 88.86 FEET; (2) THENCE NORTH 00°52'52" WEST 5.26 FEET; (3) THENCE SOUTH 88°17'27" WEST 113.57 FEET; (4) THENCE NORTH 00°23'50" EAST 18.05 FEET TO A POINT 33.62 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID RIGHT OF WAY CONTROL LINE, OPPOSITE APPROXIMATE ENGINEERS STATION 118+88.71; THENCE SOUTH 80°12'53" EAST

57.08 FEET TO A POINT 23.06 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID RIGHT OF WAY CONTROL LINE, OPPOSITE APPROXIMATE ENGINEERS STATION 119+44.80; THENCE SOUTH 87°04'02" EAST 146.23 FEET TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

ALSO PARCEL 2:

BEGINNING AT A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF 4000 SOUTH STREET, WHICH POINT IS 471.78 FEET SOUTH 89°43'19" WEST ALONG THE SECTION LINE AND 37.69 FEET NORTH FROM THE SOUTHEAST CORNER OF SECTION 3, AT A POINT 33.62 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE RIGHT OF WAY CONTROL LINE OF SAID 4000 SOUTH STREET OF SAID PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 118+88.71; AND RUNNING THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) THENCE SOUTH 89°07'08" WEST 223.20 FEET (2) THENCE NORTH 31°30'19" WEST 44.09 FEET TO THE SOUTHEASTERLY HIGHWAY RIGHT OF WAY LINE OF SR-108 (MIDLAND DRIVE) KNOWN AS PROJECT NO. S-0108(30)11; THENCE NORTH 37°32'16" EAST 40.42 FEET ALONG SAID HIGHWAY RIGHT OF WAY LINE TO A POINT 65.80 FEET RADIALY DISTANT SOUTHEASTERLY FROM SAID RIGHT OF WAY CONTROL LINE OPPOSITE APPROXIMATE ENGINEERS STATION 538+48.75; THENCE SOUTH 25°05'31" EAST 49.04 FEET TO A POINT 58.50 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID RIGHT OF WAY CONTROL LINE OF 4000 SOUTH STREET, OPPOSITE APPROXIMATE ENGINEERS STATION 116+88.28; THENCE NORTH 89°07'07" EAST 91.72 FEET PARALLEL WITH SAID 4000 SOUTH STREET RIGHT OF WAY CONTROL LINE; THENCE SOUTH 00°52'53" EAST 4.40 FEET TO A POINT 54.10 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE RIGHT OF WAY CONTROL LINE OF SAID 4000 SOUTH STREET OPPOSITE APPROXIMATE ENGINEERS STATION 117+80.00; THENCE SOUTH 80°12'53" EAST 110.62 FEET TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

ALSO PARCEL 3:

BEGINNING AT A POINT IN THE SOUTHEASTERLY HIGHWAY RIGHT OF WAY LINE OF SR-108 (MIDLAND DRIVE) WHICH POINT IS 694.31 FEET SOUTH 89°43'19" WEST ALONG THE SECTION LINE AND 141.11 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID SECTION 3; AND RUNNING THENCE NORTH 37°33'30" EAST 583.27 FEET ALONG SAID HIGHWAY RIGHT OF WAY LINE TO THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTH 86°08'52" EAST 37.55 FEET ALONG SAID BOUNDARY LINE TO A POINT 55.00 FEET RADIALY DISTANT SOUTHEASTERLY FROM THE RIGHT OF WAY CONTROL LINE OF SR-108 (MIDLAND DRIVE) KNOWN AS PROJECT NO. S-0108(30)11, OPPOSITE APPROXIMATE ENGINEERS STATION 544+81.08; THENCE SOUTHWESTERLY 128.29 FEET ALONG THE ARC OF A 10,055.00 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (CHORD BEARS SOUTH 39°06'00" WEST 128.29 FEET) CONCENTRIC WITH SAID RIGHT OF WAY CONTROL LINE THENCE SOUTH 39°27'56" WEST 365.74 FEET PARALLEL WITH SAID RIGHT OF WAY CONTROL LINE TO THE POINT OF TANGENCY OF A 9,945.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY 100.26 FEET ALONG THE ARC OF SAID CURVE, (CHORD BEARS SOUTH 39°10'36" WEST 100.26 FEET) CONCENTRIC WITH SAID RIGHT OF WAY CONTROL LINE; THENCE SOUTH 89°13'15" WEST 16.30 FEET TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

(NOTE: ROTATE ABOVE BEARINGS 0°28'58" CLOCKWISE TO EQUAL HIGHWAY BEARINGS)

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