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Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 12 P.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Seyfarth Shaw LLP
1545 Peachtree Street, NE, Suite 700
Atlanta, Georgia 30309
Attn: Kevin A. Woolf, Esq.

Tax Parcel ID Number: Part of 21-29-376-003

(Space Above for Recorder's Use)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "**Memorandum**"), made and entered into this ^{5th} day of ~~May~~ ^{June}, 2008, by and between CAMPUS VIEW, L.L.C., a Delaware limited liability company ("**Landlord**"), and CHICK-FIL-A, INC., a Georgia corporation ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord is the Owner of a parcel of land located in the City of West Jordan, County of Salt Lake, State of Utah (the "**Land**"), which Land is legally described on **Exhibit A-1** attached hereto and made a part hereof, and delineated as Pad No. 1 on the Site Plan attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, The Land is a portion of a larger parcel of land commonly known as **PHASE VI - JORDAN LANDING PLAZA** (hereinafter called the "**Shopping Center**"), which parcel is legally described on **Exhibit A-2** attached hereto and made a part hereof and delineated on **Exhibit B**.

WHEREAS, Landlord and Tenant have entered into that certain Shopping Center Lease dated January 2, 2008, as amended by that certain Amendment No. 1 to Lease dated ^{June} ~~May~~ 5, 2008 (the "**Lease**") whereby Tenant is leasing the Land; and

WHEREAS, Tenant is granted certain rights and privileges which are intended to survive Tenant's exercise of its right of first refusal so long as Tenant has any leasehold or fee simple interest in the Premises; and

WHEREAS, the parties hereto desire to file this Memorandum of Lease for record in the Records of Salt Lake County, Utah to provide record notice of the Lease and the terms and conditions contained therein with respect to the Land (as hereinafter defined), both during Tenant's tenancy under the Lease, as well as during any subsequent period of fee simple ownership of the Premises by Tenant, if any;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Lease, Landlord and Tenant hereby agree as follows:

- 1. Recitals. The foregoing recitals are hereby incorporated herein by reference.

2. Non-Exclusive Right to Parking. To the extent of Landlord's right, and subject to the express terms and conditions of the Lease, including but not limited to Sections 11.2 and 11.6 therein, Tenant, its clientele, agents, employees, and suppliers shall have the non-exclusive right, in common with other Shopping Center tenants and clientele, lawfully entitled thereto, to the use of all exits, entrances, driveways and parking areas in the Shopping Center for the accommodation and parking of vehicles of Tenant, its employees, and clientele while shopping in the Shopping Center. Tenant and its clientele are hereby granted the non-exclusive right of ingress and egress, to the extent of Landlord's right, over public or private streets or roads bounding or serving the Land or the Shopping Center.

3. Non-Exclusive Right to Common Area. Landlord, to the extent of its rights, and Tenant, to the extent of its rights, each mutually grant to the other for the leasehold term hereunder, the non-exclusive right to use all of the "Common Areas" (as hereinafter defined) within the Shopping Center, as same may be defined from time to time, for the purpose of utility easements, access and parking for Tenant, Landlord, their officers, employees, agents, customers, invitees, licensees, and utility suppliers. As used herein, the term "Common Areas" or "Common Area" means all areas of the Shopping Center (as the same may be expanded or decreased at Landlord's option) except those areas which (i) from time to time are designated by Landlord as being outside the Common Area, or (ii) are leased to or within the exclusive control of a tenant of the Shopping Center. The Common Area shall be deemed to mean all areas, improvements, space, equipment and special services in or at the Shopping Center provided by Landlord for the common or joint use and benefit of tenants of the Shopping Center, their officers, employees, agents, servants, customers, and other invitees, including, without limitation, the land and facilities utilized for or as parking areas, access and perimeter roads, truck passageways (which may be elevated or subsurface in whole or in part), and platforms therein (including, notwithstanding anything herein contained, any such platform as is for the use of Tenant or concessionaire), driveways, entrances, exits, sidewalks, and ramps, service corridors and stairways providing access from store premises to such platforms and truck passageways, loading docks, special easement areas, landscaped areas, seasonal Shopping Center decorations, exterior walks, arcades and/or balconies, directory equipment, wash rooms, comfort rooms, drinking fountains, toilets and other public facilities, bus stations, taxi stands and the like, elevators, escalators, areas devoted to or for maintenance purposes or equipment including management offices, and any areas dedicated or belonging to the public or any governmental authority which are contiguous or near to the Shopping Center and which are required to be maintained by or the cost of maintenance required to be borne by Landlord.

Notwithstanding anything to the contrary contained herein, in no event shall Landlord allow for the construction of any vertical improvements within the "No-Build Area" designated on Exhibit B without Tenant's prior consent, not to be unreasonably withheld, conditioned or delayed. Moreover, without Tenant's advance reasonable consent, Landlord shall not relocate, close, or otherwise alter those certain "Material Accessways" as designated on Exhibit B.

4. Term. The term of the Lease commenced on June 5, 2008, and shall terminate on the last day of the month which is fifteen (15) years after the Rent Commencement Date (as such term is defined in the Lease) unless sooner terminated or extended as provided in the Lease. Tenant has the right to extend the term of the Lease for four (4) consecutive periods of five (5) years each pursuant to the terms of the Lease. Tenant acknowledges that the Opening Co-Tenancy Requirement set forth in Section 1.6 of the Lease has been satisfied by Landlord.

5. Incorporation of Lease. The provisions set forth in the Lease are hereby incorporated into this Short Form Lease as if set out in full herein. In the event of any conflict or inconsistency between the terms of this Short Form Lease and the terms of the Lease, the terms of the Lease shall govern and control for all purposes.

6. Defined Terms. All capitalized terms and words of art which are used but not defined herein shall have the same respective meaning designated for such terms and words of art in the Lease.

7. Tenant's Exclusive Use. Landlord covenants and agrees that, except for the Premises, no portion of the Shopping Center shall, during the term of this Lease, be leased, used or occupied as a restaurant selling or serving chicken as a principal menu item. For purposes hereof, "a restaurant selling or serving chicken as a principal menu item" means a restaurant deriving twenty-five percent (25%) or more of its gross sales from the sale of chicken. Landlord further covenants and agrees that no portion of the Shopping Center shall, during the term of this Lease, be leased, used or occupied by or for any of the following: McDonald's, Wendy's, Arby's, Boston Market, Kenny Roger's, Kentucky Fried Chicken, Popeye's, Church's, Bojangle's, Mrs. Winner's, Tanner's, Chicken Out, Willie May's Chicken, Biscuitville, Zaxby's, Ranch One, El Pollo Loco, Koo-Koo Roo, Pollo Campero, Charo Chicken, Raising Cane's or Chester's. Notwithstanding anything to the contrary in this grammatical paragraph, Tenant agrees that restaurants selling primarily ethnic cuisine, including without limitation, Mexican, Chinese, Japanese, Indian, Thai or Italian cuisine, shall be exempt from the terms and conditions of this provision. Moreover, the terms of this grammatical paragraph shall not apply to (i) full-service sit-down restaurants (i.e., those with servers who take a customer's order at their table), (ii) tenants whose leases are signed prior to the Execution Date of the Lease, and (iii) the existing tenants of Buildings B, D, E, & F (as shown on the Exhibit B), and their permitted sublessees and assigns. With respect to subpart (iii), Landlord covenants and agrees to use any control or approval rights it may have under such leases over subleasing and assigning to uphold and protect Tenant's rights contained in this Section 7.

8. Right of First Refusal. If during the Term Landlord determines to sell the Premises to a non-affiliated, unrelated third party, Landlord shall first notify Tenant of the terms on which Landlord will be willing to sell. If Tenant, within fifteen (15) business days after receipt of Landlord's notice, indicates in writing its agreement to purchase the Premises on the terms stated in Landlord's notice, Landlord shall sell and convey the Premises to Tenant on the terms stated in the notice. If Tenant does not indicate its agreement within fifteen (15) business days, Landlord thereafter shall have the right to sell and convey the Premises to a third party on the same terms stated in the notice. If Landlord does not sell and convey the Premises within one (1) year, any further transaction shall be deemed a new determination by Landlord to sell and convey the Premises and the provisions of this paragraph shall be applicable.

If Tenant purchases the Premises, this Lease shall terminate on the date title vests in Tenant, and Landlord shall remit to Tenant all prepaid and unearned rent. Tenant's right of first refusal shall not apply to a transfer between any of those persons or entities who constitute Landlord or any affiliates or subsidiaries of Landlord and the blood relatives of any of those persons or entities, either outright or in trust, or to a legal entity (i.e., partnership, corporation, trust, or like entity) when the majority interest is owned by all or some of those persons or entities who constitute Landlord.

This Section 8 shall not apply in the event of a sale, transfer or assignment of Landlord's interest in the Land in connection with the foreclosure of any deed to secure any debt, or any mortgage or other similar security instrument, whether by judicial or non-judicial sale, or any deed or assignment in lieu of foreclosure, covering the Land or Landlord's fee interest therein. Further, this Section 8 shall not apply to any transfer by descent or devise following the death of any party comprising Landlord or to transactions by and among Landlord or any family member of any party comprising Landlord, including without limitation, trusts, corporations or other entities having a majority interest owned by or inuring to the benefit of Landlord or any family member of any party comprising Landlord; provided, however, that the provisions of this Section 8 shall be binding upon such purchaser and such purchaser's heirs, successors and assigns.

9. Duration / Cancellation of Memorandum of Lease. Landlord agrees that (i) the rights set forth in Sections 2 and 3, and the covenants and restrictions set forth in Section 7 of this Memorandum of Lease, shall run with the title to the Land and the Adjoining Property so long as Tenant has any interest in the underlying real property (either leasehold or fee simple), (ii) the covenants and restrictions set forth in Section 8 of this Memorandum of Lease shall run with the title to the Land so long as Tenant has a leasehold interest in the underlying real property, and (iii) the owner of the real property constituting the Land shall have the right to enforce the terms and conditions of this Memorandum of Lease at law or in equity. Upon the request of Landlord following the expiration or termination of the Lease, and provided that the Lease is not terminating because Tenant has exercised its right of first refusal and is taking fee simple ownership of the Land, Tenant shall promptly execute and deliver to Landlord an appropriate release and/or cancellation instrument acknowledging the expiration or termination of the Lease and releasing any and all right, title and interest of Tenant in and to the Land under the Lease. Such release and/or cancellation instrument shall be executed in proper form for recordation in the Deed Records of Salt Lake County, Utah. **Notwithstanding the foregoing, in the event that Tenant should retain an ownership interest in the Land following the termination or expiration of the Lease, then the terms and conditions of Sections 2, 3, 7 and 8 of this Memorandum of Lease shall not terminate but shall continue in full force and effect so long as Chick-fil-A, Inc. has an ownership interest in the real property constituting the Land.**

10. Counterparts. This Memorandum of Lease may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

11. Vesting of Buildings and Improvements. Upon the expiration or sooner termination of the Lease, and so long as Tenant has no further leasehold or ownership interest in the real property constituting the Land, title to any buildings or improvements located thereon, shall vest in and become the full and absolute property of Landlord.

12. Notice. Notices under this Memorandum of Lease shall be in writing and delivered (i) in person, (ii) by courier, or (iii) by reputable overnight courier guaranteeing next business day delivery, to the following addresses:

If to Landlord:

Campus View, L.L.C.
c/o FOURSQUARE PROPERTIES, INC.
5850 Avenida Encinas, Suite A
Carlsbad, California 92008
Attn: Jeffrey M. Vitek, President

With a copy to Landlord's Counsel:

Campus View, L.L.C.
c/o FOURSQUARE PROPERTIES, INC.
5850 Avenida Encinas, Suite A
Carlsbad, California 92008
Attn: Edward Krasnove, General Counsel

If to Tenant:

**Chick-fil-A, Inc.
5200 Buffington Road
Atlanta, Georgia 30349
PHONE: (404) 765-8000
FAX: (404) 684-8620
ATTN: Real Property Asset Management**

With a copy to:

**Chick-fil-A, Inc.
5200 Buffington Road
Atlanta, Georgia 30349
PHONE: (404) 765-8000
FAX: (404) 765-8941
ATTN: Real Estate Legal Department – FSU Division**

With a copy to Tenant’s Counsel:

**Seyfarth Shaw LLP
1545 Peachtree Street, N.E., Suite 700
Atlanta, GA 30309-2401
PHONE: (404) 885-6733
FAX: (404) 885-6779
ATTN: Kevin A. Woolf, Esq.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord has caused this Memorandum of Lease to be executed the day, month and year first above written.

LANDLORD:


ADDRESS:

CAMPUS VIEW, L.L.C.,
a Delaware limited liability company

c/o FOURSQUARE PROPERTIES, INC.
5850 Avenida Encinas, Suite A
Carlsbad, California 92008
FAX: (760) 438-6975

By: Campus View Associates, L.L.C.,
a Delaware limited liability company

Date: _____

By: 
EK William M. Grosse,
Executive Committee Member

ACKNOWLEDGMENT

State of California
County of San Diego

On May 12, 2008, before me, Rachel Miller, notary public, personally appeared William M. Grosse, 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.

Signature Rachel Miller (Seal)



IN WITNESS WHEREOF, Tenant has caused this Memorandum of Lease to be executed the day, month and year first above written.

TENANT:

ADDRESS:

CHICK-FIL-A, Inc.,
a Georgia corporation

5200 Buffington Road
Atlanta, Georgia 30068
Attn: Real Estate - Legal
FAX: 404-305-4780

By: [Signature]
Its: Vice President

Date: 05-09-08

By: [Signature]
Its: Vice President

ACKNOWLEDGMENT

STATE OF GEORGIA)

SS:

COUNTY OF Pike)

ON THIS 9th day of May, 2008, before me, the subscriber, personally appeared B. Lynn Chastain and S. Tammy Pearson to me known, who being by me duly sworn, did depose and say that they are the Vice President and Vice President, respectively, of Chick-fil-A, Inc., the corporation described in and which executed the within instrument; that they knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that she/he signed her/his name thereto by like order as the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

[Signature]
Notary Public

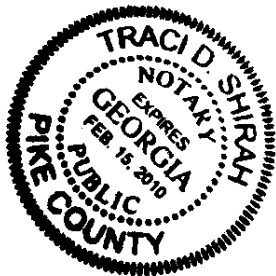


EXHIBIT "A-1"

LEGAL DESCRIPTION – LAND

BEGINNING at a point on the back of walk said point being **South 89°57'25" East 1593.01 feet** along the section line and **North 762.93 feet** from the Southwest Corner of Section 29, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running:

THENCE Southwesterly **41.59 feet** along the arc of a **33.48 foot** radius curve to the right (center bears **North 52°56'04" West** and the chord bears **South 72°38'52" West 38.96 feet** with a central angle of **71°09'53"**) along said back of walk;

THENCE **North 71°13'41" West 37.66 feet**; along said back of walk;

THENCE Northwesterly **20.81 feet** along the arc of a **19.76 foot** radius curve to the right (center bears **North 18°05'02" East** and the chord bears **North 41°44'36" West 19.86 feet** with a central angle of **60°20'42"**) along said back of walk;

THENCE **North 83°13'16" West 7.68 feet**;

THENCE **North 08°07'44" East 34.44 feet**;

THENCE **North 15°11'50" East 89.56 feet**;

THENCE Northeasterly **9.32 feet** along the arc of a **6.26 feet** radius curve to the right (center bears **South 64°32'25" East** and the chord bears **North 68°05'46" East 8.48 feet** with a central angle of **85°16'22"**);

THENCE **South 75°16'13" East 22.07 feet**;

THENCE **North 15°08'37" East 13.46 feet**;

THENCE **North 60°08'37" East 6.04 feet**;

THENCE **South 74°51'23" East 33.88 feet**;

THENCE **North 15°08'37" East 22.49 feet**;

THENCE **South 74°51'23" East 45.62 feet** to a point on said back of walk;

THENCE Southwesterly **54.95 feet** along the arc of a **101.25 foot** radius curve to the right (center bears **North 86°43'54" West** and the chord bears **South 18°48'55" West 54.28 feet** with a central angle of **31°05'38"**) along said back of walk;

THENCE Southwesterly **50.31 feet** along the arc of a **113.47 foot** radius curve to the left (center bears **South 58°25'03" East** and the chord bears **South 18°52'55" West 49.89 feet** with a central angle of **25°24'05"**) along said back of walk;

THENCE Southwesterly **18.38 feet** along the arc of a **67.12 foot** radius curve to the right (center bears **North 84°03'23" West** and the chord bears **South 13°47'18" West 18.32 feet** with a central angle of **15°41'23"**) along said back of walk;

THENCE **South 26°17'00" West 38.89 feet** along said back of walk to the POINT OF BEGINNING.

Containing 16,765 square feet or 0.38 acres.

EXHIBIT "A-2"

LEGAL DESCRIPTION – SHOPPING CENTER

All of Lot 5C of Third Amendment to Jordan Landing II Final Plat Subdivision, in Book 2003, at Page 150, on file in the Office of the Salt Lake County Recorder.

Also including:

Plaza Center Drive Easement Area

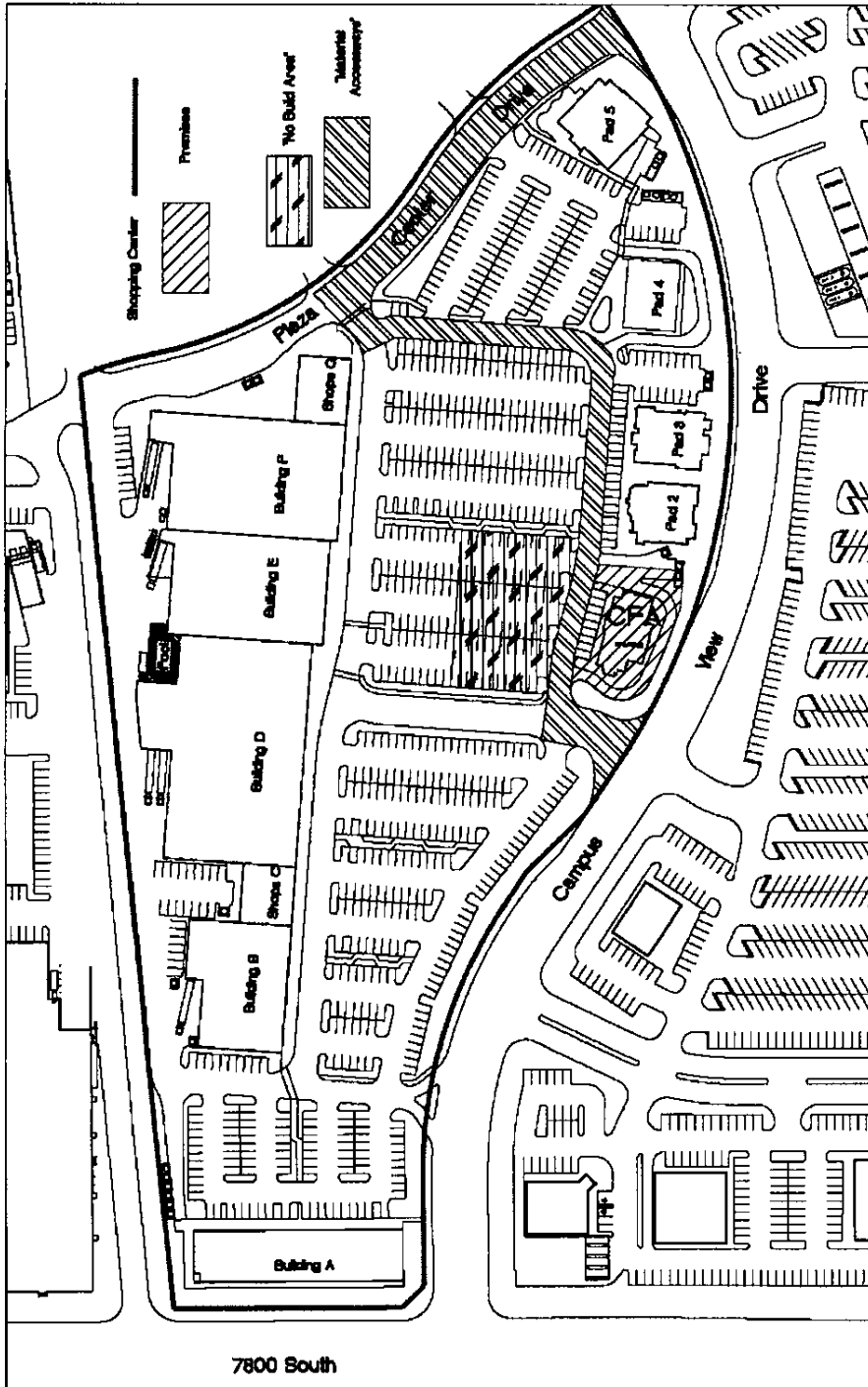
BEGINNING AT THE NORTHEAST CORNER OF LOT 5C, THIRD AMENDMENT TO JORDAN LANDING II FINAL PLAT, SAID POINT BEING SOUTH 89°57'25" EAST ALONG THE SECTION LINE 1561.11 FEET AND NORTH 1543.35 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE ARC OF A 766.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 56°33'55": WEST) THROUGH A CENTRAL ANGLE OF 02°28'08" A DISTANCE OF 33.01 FEET; THENCE SOUTH 56°33'55: WEST 46.77 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 532.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21°54'09" A DISTANCE OF 203.37 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 598.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 42°11'11" A DISTANCE OF 440.30 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF 532.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10°16'02" A DISTANCE OF 9533 FEET TO THE WESTERLY BOUNDARY LINE OF SAID LOT 5C, THENCE ALONG THE BOUNDARY LINE OF SAID LOT 5C AND LOT 5D NORTH 05°19'21" WEST 69.03 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE ALONG THE ARC OF A 598.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 21°21'47" EAST) THROUGH A CENTRAL ANGLE OF 08°12'45" A DISTANCE OF 85.71 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 532.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 42°11'11" A DISTANCE OF 391.71 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 598.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 21°54'09" A DISTANCE OF 228.60 FEET; THENCE NORTH 56°33'55" EAST 47.48 FEET TO THE EASTERLY LINE OF LOT 5D; THENCE SOUTH 33°26'05" EAST 33.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT the Land.

A site plan depicting the Adjoining Property appears on the following page.

EXHIBIT "B"

SITE PLAN



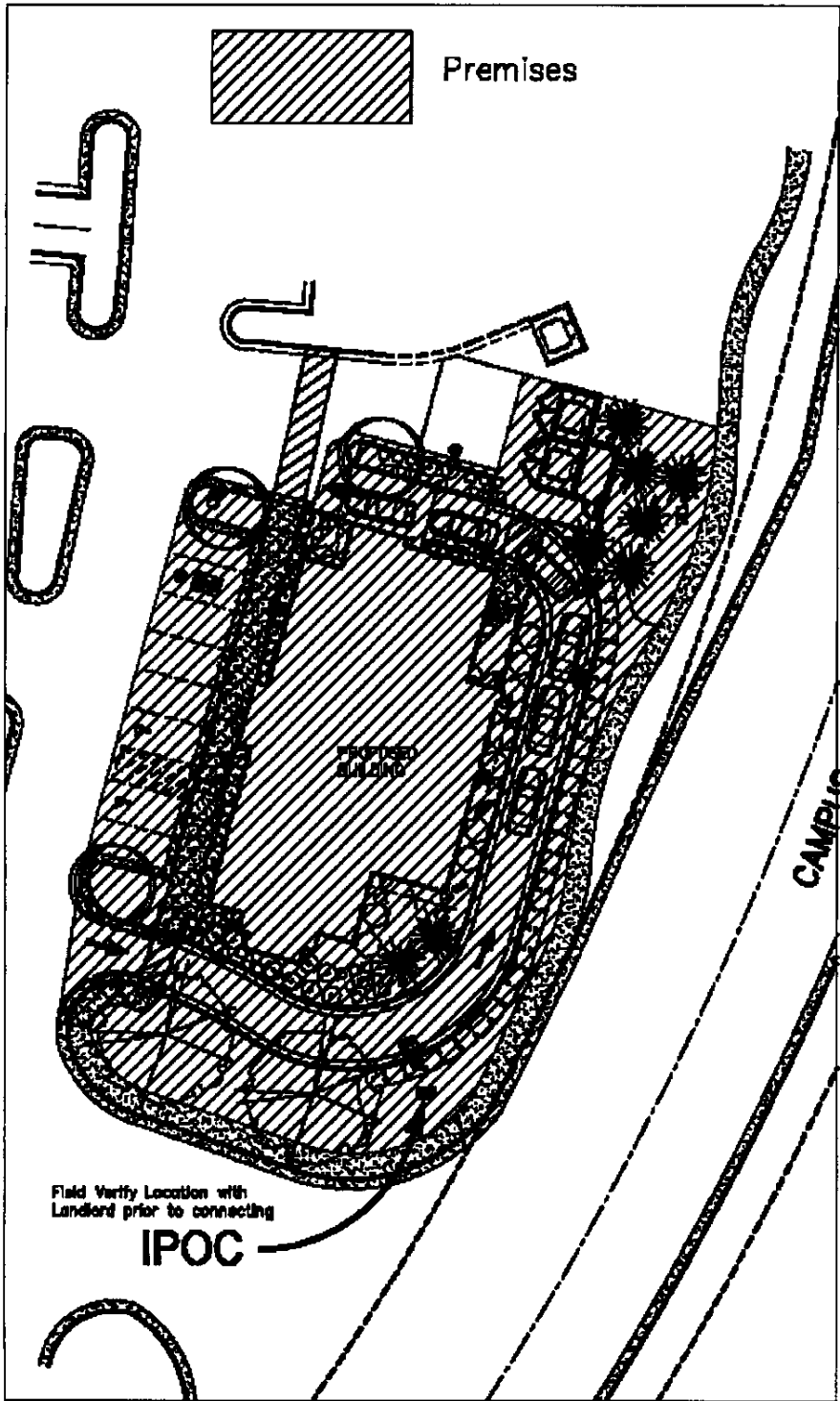


Exhibit B-3

April 28, 2008