

Recorded: 8/15/2017 at 9:25:53.530 AM
Fee Amount: \$27.00
Revenue Tax:
Polk County, Iowa
Julie M. Haggerty RECORDER
Number: 201700013306
BK: 16605 PG: 22

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, Esq.
Starbucks Coffee Company
2401 Utah Avenue So.
#800, Mail Stop: S-LA3
Seattle, WA 98134
Store: Ankeny Blvd & 9th
Ankeny, IA
#51248

26-746834 -P

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is entered into by and between Batis Development Company, a Kansas corporation ("Landlord"), having its principal place of business at 2933 SW Woodside Dr., Ste. 200, Topeka, KS 66614, 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 July 3, 2017 ("Lease").

1. The Lease covers certain commercial property located at the intersection of 9th and N. Ankeny Boulevard, Ankeny, Iowa consisting of approximately 2,307 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 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 Premises and drive-through lane(s)/outdoor seating area for (a) a coffee store or (b) any other lawful retail or restaurant use, including, without limitation, the sale of beer and wine.

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

5. Landlord shall not use or allow any other person or entity (except Tenant) to use any portion of the Property for the sale of (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; except that other tenants may sell brewed coffee or brewed tea which is neither (i) gourmet nor (ii) brand identified. For purposes of this Lease, "gourmet" shall be defined as (a) beverages made using Arabica beans or (b) sourced from a gourmet coffee or tea brand such as Coffee Bean & Tea Leaf, Dunkin Donuts, Intelligentsia, Peets, Caribou, or similar branding. For purposes of this Lease, "brand identified" shall mean beverages advertised or marketed within the applicable retail space using a brand name or served in a brand-identified cup. Any existing tenant with a lease which predates April 17, 2017 (which existing tenants, with a statement of their permitted use clauses, are set forth in the Lease) whose lease allows it to sell any of the foregoing products, shall not be subject to Tenant's exclusive use restriction set forth herein, if and to the extent that any such existing tenant is permitted by its lease to sell any of Tenant's exclusive use items; provided, however, that with respect to the tenants set forth in the Lease, Landlord agrees that to the extent Landlord has reasonable control over any such tenant's use and changes in use, Landlord shall exercise such control to enforce and protect Tenant's exclusive use rights described therein.

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 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 PAGES]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease this 3rd day of July, 2017

LANDLORD:

BATIS DEVELOPMENT COMPANY,
a Kansas corporation

By: [Signature]
Name J. Mark Wittenburg
Title: President

ACKNOWLEDGEMENT OF LANDLORD

STATE OF KANSAS)
COUNTY OF SHANNEE) ss.

On the 3rd day of July, 2017, before me, the undersigned, personally appeared J. Mark Wittenburg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within this Memorandum of Lease and acknowledged to me that he/she executed the same in his/her capacity as President of Batis Development Co. and that by his/her signature executed the instrument on behalf of said Corporation.

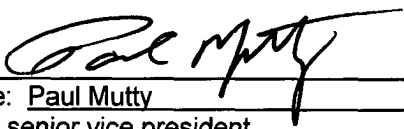
[Signature]
Notary Public for the State of Kansas
Commission expires: 7/10/19



Notary Public - State of Kansas
TARA ANN NICHOLAS
Commission Expires 7/10/19

TENANT:

STARBUCKS CORPORATION,
a Washington corporation

By: 
Name: Paul Mutt
Title: senior vice president

ACKNOWLEDGEMENT OF STARBUCKS CORPORATION

STATE OF WASHINGTON)
) SS.:
COUNTY OF KING)

On the 30 day of June, in the year 2017, before me, the undersigned, personally appeared Paul Mutt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as senior vice president of **Starbucks Corporation**, and that by his signature executed this Memorandum of Lease on behalf of Starbucks Corporation.



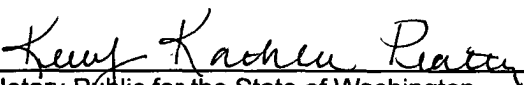

Notary Public for the State of Washington
Commission expires: 11/29/2020

EXHIBIT A TO MEMORANDUM OF LEASE

Legal Description of the Property

Tax Parcel Number: 181.00553.070.703

Lot 3 in Parkview Boulevard Plat No. 1, an Official Plat now included in and forming a part of the City of Ankeny, Polk County, Iowa.