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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
KATHLEEN CURRIE
BED BATH & BEYOND, INC
650 LIBERTY AVENUE -LEGAL DEPT
UNION NJ 07083
BY: NUA, DEPUTY - WI 7 P.

After Recording, Return to:

Bed Bath & Beyond Inc.
650 Liberty Avenue
Union, NJ 07083
Attention: Scott R. Smith, Esq.

(The Above Space for Recorder's Use Only)

AMENDED MEMORANDUM OF LEASE

THIS AMENDED MEMORANDUM OF LEASE, made as of April 22, 2019 by and between THE COMMONS AT SUGAR HOUSE, L.C., a Utah limited liability company, and ~~BOYER LUBBOCK ASSOCIATES, a Texas general partnership,~~ both having an office at 1165 East Wilmington Avenue, Suite 275, Salt Lake City, UT 84106 (collectively "**Landlord**"), and BED BATH & BEYOND INC., a New York corporation ("**Tenant**").

Preliminary Statement

Landlord is the fee owner of certain real property located in commonly known as The Commons at Sugarhouse shopping center, in Salt Lake City, Utah, as more particularly described on Exhibit A hereto annexed, together with improvements constructed thereon (the "**Shopping Center**"). Landlord and Tenant are parties to a Lease Agreement dated as of August 30, 1999 (as amended, the "**Lease**") demising a portion of the Shopping Center, as more particularly described therein (the "**Premises**"), to Tenant. The Lease is evidenced by that certain Memorandum of Lease dated as of August 30, 1999 and recorded on September 9, 1999 in the Recorder's Office of the County of Salt Lake, Utah in Book 8308 at page 2433 (the "**MOL**"). Landlord and Tenant have entered into a Second Amendment to Lease of even date herewith ("**Second Amendment**"). Pursuant to the Second Amendment, the term of the Lease has been extended to January 31, 2030. In connection therewith, the parties have entered into this Amended Memorandum of Lease to reflect the new term of the Lease.

NOW, THEREFORE, the parties state as follows:

1. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Lease.

2. Under the terms of the Second Amendment, Landlord and Tenant have extended the Term of the Lease, which shall now expire on January 31, 2030. The term of the Lease may be further extended for two (2) separate and additional periods ("**Renewal Periods**") of five (5) years each after the expiration of the Term noted above. Each Renewal Period shall be subject to all the terms and conditions of the Lease (as amended) as if the Term originally included such Renewal Periods.

3. Except as expressly amended herein, all other terms and conditions of the MOL shall remain in full force and effect and are hereby ratified and confirmed by the parties hereto.

4. This Amended Memorandum of Lease shall be binding upon the parties hereto, their respective successors and assigns.

5. This Amended Memorandum of Lease is executed for the purpose of recordation in order to give notice of all of the terms, provisions and conditions of the Lease and is not intended, and shall not be construed, to define, limit or modify the Lease. The Lease contains numerous other terms, covenants and conditions which likewise affect not only the Premises but also the Shopping Center, and notice is hereby given that reference should be had to the Lease directly with respect to the details of such terms, covenants and conditions. The Lease and exhibits thereto are hereby incorporated by reference in this Amended Memorandum of Lease and the parties hereby ratify and confirm the Lease. In the event of any conflict between the provisions of this instrument and the Lease, the provisions of the Lease shall control.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amended Memorandum of Lease as of the day and year first-above written.

LANDLORD:

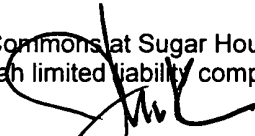
THE COMMONS AT SUGAR HOUSE, L.C.,
a Utah limited liability company,
by its Managers

Boyer Post Office Place, L.C.
a Utah limited liability company
by its Manager

The Boyer Company, L.C., a
Utah limited liability company

By: 
Name: Brian Gochnour
Title: Manager

JT Commons at Sugar House, L.C.
a Utah limited liability company

By: 
Name: John R. Thackeray
Title: Manager

~~BOYER LUBBOCK ASSOCIATES, a Texas
general partnership, by its partners~~

~~Lubbock G.C. Associates, Ltd., a
Utah limited partnership, by its
General Partner~~


~~By: _____
Name: _____
Title: _____~~

~~The Boyer Company, L.C., a Utah
Limited liability company~~

~~By: _____
Name: _____
Title: _____~~

TENANT:

BED BATH & BEYOND INC.
a New York corporation

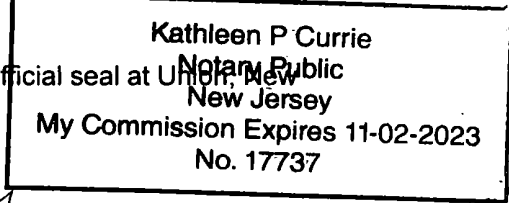
By: 
Name: Steven H. Temares
Title: Chief Executive Officer



STATE OF NEW JERSEY)
)SS:
COUNTY OF UNION)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Steven H. Temares, known to me to be the Chief Executive Officer of Bed Bath & Beyond Inc., the corporation which executed the foregoing instrument, who acknowledged that he did sign the foregoing instrument for and on behalf of said corporation being thereunto duly authorized by its Board of Directors and that the same is his free act and deed as such officer and the free at and deed of said corporation.

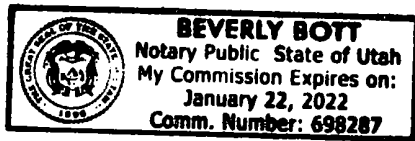
IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Union, New Jersey this 8 day of April, 2019.



Kathleen P Currie
Notary Public

STATE OF UTAH
COUNTY OF SALT LAKE

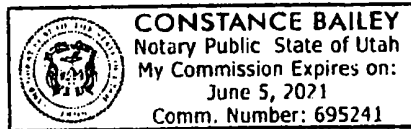
This instrument was acknowledged before me on the 11th day of April, 2019, by Brian Gochnour, as manager of THE BOYER COMPANY, L.C., the manager of BOYER POST OFFICE PLACE, L.C.



Beverly Bott
Notary Public

STATE OF UTAH
COUNTY OF SALT LAKE

This instrument was acknowledged before me on the 22 day of April, 2019, by John R. Thackeray, the manager of JT COMMONS AT SUGARHOUSE, L.C.



Constance Bailey
Notary Public

STATE OF UTAH
COUNTY OF SALT LAKE

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____, as _____ of LUBBOCK G.C. ASSOCIATES, LTD., a partner of BOYER LUBBOCK ASSOCIATES.

Notary Public

STATE OF UTAH
COUNTY OF SALT LAKE

This instrument was acknowledged before me on the ____ day of _____,
2019, by _____, as _____ of THE BOYER
COMPANY, L.C., a partner of BOYER LUBBOCK ASSOCIATES.

Notary Public

EXHIBIT A

Legal Description of Shopping Center

A part of Lot 9 of Block 46, Ten Acre Plat "A" of the Big Field Survey, all of Block 9 and part of Block 8 of Union Heights Subdivision along with portions of vacated streets and alley ways adjacent thereto within the Northeast quarter of Section 20, Township 1 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Salt Lake City, Salt Lake County, Utah described as follows:

BEGINNING at a point on the East right-of-way line of Highland Drive and the South right-of-way line of 2100 South Street, being 18.00 feet North 89°51'27" East along the North line of said Block 46, Ten Acre Plat "A", Big Field Survey, and 12.00 feet South 0°01'13" East from the Northwest corner of Lot 9, Block 46, Ten Acre Plat "A", Big Field Survey, and running thence North 89°51'27" East 480.30 feet along the South line of said 2100 South Street; thence South 45°08'33" East 8.49 feet; thence North 89°51'27" East 46.00 feet; thence North 44°51'27" East 8.49 feet to the South line of said 2100 South Street; thence North 89°51'27" East 181.90 feet along the South line of said 2100 South Street; thence South 0°01'04" East 105.19 feet; thence North 89°58'56" East 4.00 feet; thence South 0°01'04" East 152.31 feet; thence South 89°51'27" West 3.94 feet to a point 21.50 feet West of the East line of said Lot 9; thence South 0°01'04" East 15.10 feet; thence South 89°51'27" West 57.63 feet; thence South 0°01'04" East 9.78 feet; thence West 133.02 feet; thence South 44°31'00" West 47.29 feet; thence South 3°55'19" West 11.61 feet; thence South 33°11'50" East 72.31 feet; thence East 118.04 feet; thence South 173.71 feet to the Southeast corner of Lot 6, Block 8, Union Heights Subdivision; thence North 88°06'19" East 38.03 feet along the North line of Lots 14 & 15, said Block 8 to the Northeast corner of said Lot 15, Block 8, Union Heights Subdivision; thence South 0°20'37" West along the East line of said Lot 15, 139.80 feet to a point on the North line of Wilmington Avenue; thence North 89°42'55" West along the North line of said Wilmington Avenue 225.00 feet to the Southwest corner of Lot 7, said Block 8; thence North 89°43'10" West along said North line 66.00 feet to the Southeast corner of Lot 23, Block 9, of said Union Heights Subdivision; thence North 89°43'38" West along said North line of Wilmington Avenue 266.91 feet to a point on the East right-of-way line of Highland Drive; thence Northerly along said Easterly right-of-way line the following six (6) courses: North 20°04'56" West 68.56 feet; North 89°43'38" West 4.40 feet; North 19°53'55" West 252.37 feet; South 89°53'11" East 3.53 feet; North 20°04'56" West 25.13 feet; and North 7°33'32" West 65.43 feet; thence South 89°53'11" East 206.48 feet to a point on the arc of a 97.40 foot radius curve to the right; thence Northwesterly along the arc of said curve (center bears North 36°04'25" East) through a central angle of 11°35'13" a distance of 19.70 feet to a point of tangency (long chord bears North 48°07'59" West 19.67 feet); thence North 42°20'22" West 162.95 feet; thence South 89°50'52" West 83.53 feet; thence North 0°01'13" West 68.00 feet; thence South 89°58'47" West 3.60 feet to a point on the East right-of-way line of Highland Drive; thence North 0°01'13" West along said East right-of-way line 104.99 feet to the point of BEGINNING. (Being a proposed subdivision to be known as "THE COMMONS AT SUGARHOUSE, a Commercial Subdivision")

Excluding that portion of the above vested in Salt Lake City Corporation which is described as follows:

BEGINNING at a point North 89°51'27" East 18.00 feet and South 00°01'04" East 12.00 feet and South 00°01'04" East along the East right-of-way line of Highland Drive 305.92 feet and South 89°53'11" East 204.45 feet from the Northwest corner of Lot 9, Block 46, Ten Acre Plat "A", Big Field Survey, and running thence South 00°20'37" West 18.092 feet; thence South 89°53'11" East 31.000 feet; thence South 00°20'37" West 5.467 feet to a point 10.00 feet South of the center line of Parley's Conduit; thence Easterly parallel with and 10 feet South of said center line along the arc of a 186.50 foot radius curve to the left (center bears North 20°52'11" East) through a central angle of 41°02'47" a distance of 133.608 feet; thence Easterly along the arc of a 91.04 foot radius curve to the right (center bears South 20°10'34" East) through a central angle of 16°26'14" a distance of 26.118 feet; thence North 00°20'37" East 10.023 feet to a point on the center line of said Parley's Conduit; thence Westerly along said center line the following three (3) courses: Westerly along the arc of a 101.04 foot radius curve to the left (center bears South 03°20'03" East) a distance of 29.700 feet; thence Westerly along the arc of a 176.500 foot radius curve to the right (center bears North 20°10'36" West) through a central angle of 44°45'03" a distance of 137.855 feet; thence Northwesterly along the arc of a 97.40 foot radius curve to the right (center bears North 24°34'21" East) through a central angle of 11°30'05" a distance of 19.552 feet; thence North 89°53'11" West 7.05 feet to the point of BEGINNING.

Parcel No. 35-043-173-000-0000