

WHEN RECORDED, MAIL TO:

✓
Donald E. Knickrehm
Hawley Troxell Ennis & Hawley
877 Main Street, Suite 1000
Boise, Idaho 83701

ENT 89571 BK 3574 PG 529
NINA B REID UTAH CO RECORDER BY MB
1994 NOV 23 1:58 PM FEE 20.00
RECORDED FOR FIRST AMERICAN TITLE

**#378 NEC East & Main
American Fork, UT
(11/21/94)**

MEMORANDUM OF SHOPPING CENTER LEASE

THIS MEMORANDUM OF SHOPPING CENTER LEASE is entered into as of the 21st day of November, 1994, between **CPI/Bountiful Limited Partnership**, an Idaho limited partnership ("Landlord"), and **Albertson's, Inc.**, a Delaware corporation ("Tenant").

1. **Premises:** Landlord and Tenant have entered into a Shopping Center Lease dated as of November 21, 1994, ("Lease"), whereby Landlord has leased and Tenant has hired those certain premises in the City of American Fork, County of Utah, State of Utah, described in the Lease and more particularly described as follows:

Lot 2, Plat A, Albertson's Center No. 2, American Fork, Utah, according to the official plat thereof on file and of record in the Utah County Recorder's Office (the "Leased Premises")

which premises are a part of the Shopping Center described in said Lease and more particularly described as follows:

Lots 1 & 2, Plat A, Albertson's Center No. 2, American Fork, Utah, according to the official plat thereof on file and of record in the Utah County Recorder's Office (the "Shopping Center")

2. **Term:** The term of the Lease is for a fixed primary term of thirty (30) consecutive years commencing on the date of this Memorandum, and terminating on October 31, 2024.

3. **Option for Renewal:** Tenant, at Tenant's option, in accordance with the terms of the Lease, may extend the term of the Lease for seven (7) consecutive periods of five (5) years each on the same terms and conditions, except length of term, as the Lease.

4. Rights Under Recorded Documents: Tenant shall have, retain and be entitled to exercise exclusively all rights and privileges provided to and shall be obligated to perform all obligations and responsibilities as the Owner or Prime Lessee of "Parcel 2" (sometimes referred to as "Albertson's Parcel") under the following documents which encumber the Shopping Center:

A. That certain Declaration of Restrictions and Grant of Easements between the parties hereto dated November 16, 1993, recorded May 20, 1994 as Entry No. 42740, in Book 3449, Page 351, Utah County Recorder's Office, as amended by that certain First Amendment to Declaration of Restrictions and Grant of Easements, recorded October 28, 1994 as Entry No. 83494 in Book 3558 at Page 471, Utah County Recorder's Office.

B. That certain Common Area Maintenance Agreement between the parties hereto dated November 16, 1993, recorded May 20, 1994, as Entry No. 42741 in Book 3449, Page 384, Utah County Recorder's Office, as amended by that certain First Amendment to Common Area Maintenance Agreement, recorded October 28, 1994, as Entry No. 83495 in Book 3558 at Page 477, Utah County Recorder's Office.


5. Option to Purchase: The Lease provides that Tenant shall have and has an option to purchase the Leased Premises.

6. Lease Incorporated: All the terms, conditions and covenants of the Lease, which may be inspected at the offices of Landlord at c/o Cantlon Properties, Inc., West One Plaza, 101 S. Capital Blvd., Suite 1820, Boise, Idaho 83702, or the offices of the

Tenant at P.O. Box 20, Boise, Idaho 83726, are incorporated herein by this reference.

TENANT:

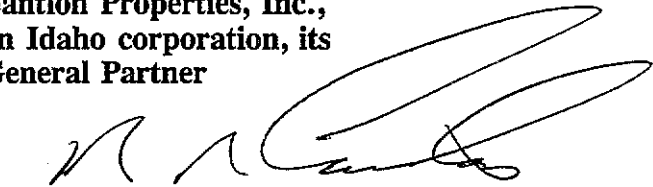
**Albertson's, Inc.,
a Delaware corporation**

BY: 
Vice President, Real Estate Law

LANDLORD:

**CPI/Bountiful Limited
Partnership, an Idaho
limited partnership**

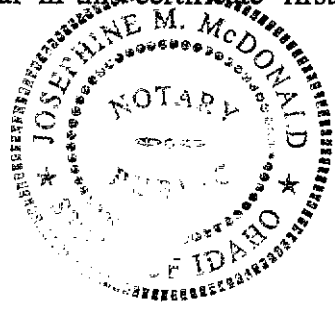
By: **Cantlon Properties, Inc.,
an Idaho corporation, its
General Partner**

BY: 
Roger D. Cantlon, President

STATE OF IDAHO)
) ss.
County of Ada)

On this 21st day of November, 1994, before me, JOSEPHINE M. McDONALD, a Notary Public in and for said State, personally appeared William H. Arnold, known or identified to me to be Vice President, Real Estate Law of Albertson's, Inc., the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

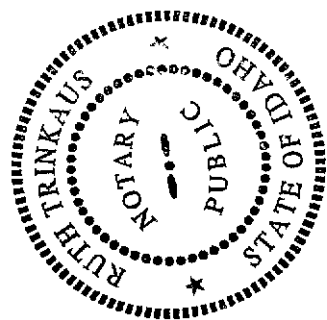


Josephine M. McDonald
Notary Public for Idaho
Residing at ampa, Idaho
My commission expires 2-01, 1999

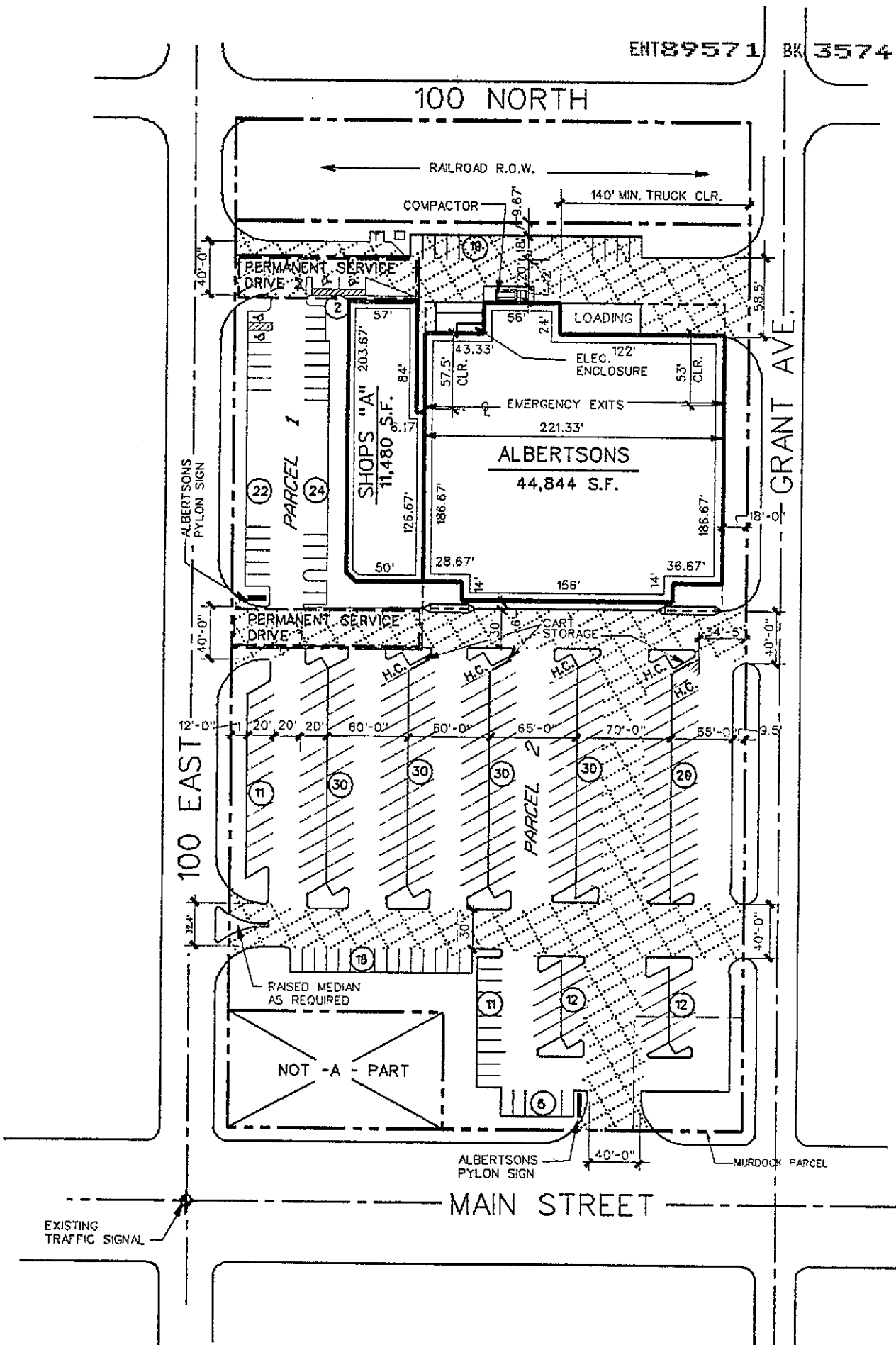
STATE OF IDAHO)
) ss.
County of Ada)

On this 21st day of Nov, 1994, before me Ruth TRINKAUS a notary public in and for said state, personally appeared Roger D. Cantlon, known or identified to me to be the President of Cantlon Properties, Inc., known to me to be the General Partner of CPI/Bountiful Limited Partnership, the corporation that executed the foregoing instrument as general partner of the limited partnership, and acknowledged to me that such corporation, as general partner, executed the same on behalf of the limited partnership and that the such limited partnership executed the same.

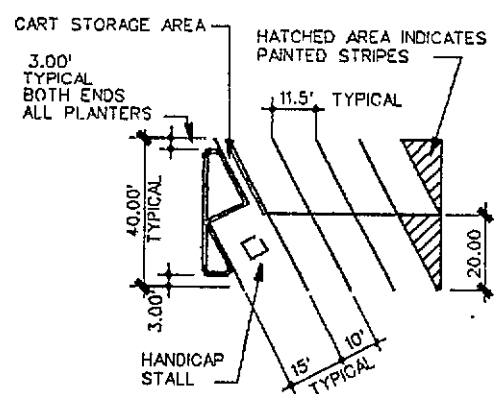
WITNESS MY HAND and official hereto affixed the day and year in this certificate first above written.



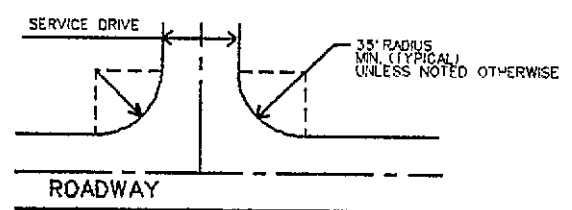
Ruth Trinkaues
Notary Public for Idaho
Residing at Boise ID
My commission expires 12/10, 1996



EXISTING TRAFFIC SIGNAL



(A) PARKING DETAIL
1" = 50'-0"



(B) CURB CUT DETAIL
1" = 100'-0"

REVISIONS	
11-26-91	R.A.C. CHANGED TO EXHIBIT "A"
2-27-92	RW FLIP DOCK, REV. SHOPS R.P., R.O.W. PARKING, CURB CUT, G.B.A.
3-30-93	R.W. REV. SHOPS, & PARKING, REDUCE S. CURB CUT & 100 EAST & ADD MEDIAN & PARCELS.
4-22-93	RW REVISE PARCEL LINE.
9-29-93	R.A.C. ADD PERMANENT SERVICE DRIVES
8-15-94	RW REV. SHOPS "A", PARKING, G.B.A.
9-21-94	RTD REV. G.B.A. & PRK'G. REQUIREM.T.
10-10-94	RW REV. (2) STALLS TO H.C.
10-24-94	RTD REV. PARCEL LINE

MR
DRW

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GENERAL NOTES

DRAWN WITH OUT BENEFIT OF SURVEY
NO TRUCK WELLS, NATURAL DOCK ONLY
PARKING REQUIREMENTS:
5/ 1,000 S.F. GROSS
LEASABLE AREA

BUILDING SETBACK REQUIREMENTS:
0' ALL SIDES

ENT89571 BK 35 4 PG 53

LANDSCAPE REQUIREMENTS:
BY CITY REVIEW
(PLANNING COMMISSION REVIEW)

ZONING REQUIREMENTS:
EXISTING- COMMERCIAL (CC-1)
REQUIRED- COMMERCIAL (CC-1)

LEGEND

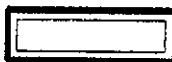

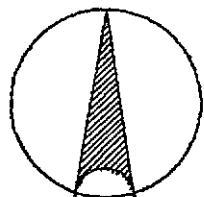
PROPERTY LINE / PARCEL LINE	---
EXPANSION LIMIT LINE	---
BUILDING AREA	
HEAVY DUTY ASPHALT	
BUILDING LIMIT LINE

EXHIBIT "A" SITE PLAN

TOTAL GROSS BUILDING AREA	56,324 S.F.
TOTAL CARPARKS REQUIRED	281
TOTAL CARPARKS PROVIDED	283 (+2)
TOTAL CARPARKS W/IN 200' RAD.	157
TOTAL SITE AREA	260,778 S.F. (5.99 AC.)



NORTH
SCALE: 1"=100'-0"

APPROVED BY:		DATE:
CHAIRMAN	SIGNED	11-22-91
PRESIDENT	SIGNED	11-22-91
EXEC. V.P.-S.P.	SIGNED	11-22-91
SR. V.P.-CONSTR.	SIGNED	11-22-91
SR. V.P.-REG.	SIGNED	11-22-91

ALBERTSONS NO. 378
 N.E.C. MAIN STREET & 100 EAST STREET
 AMERICAN FORK, UT.
 250 PARKCENTER BLVD., BOISE, IDAHO 83726



DRAWN R.A.C.	CHECKED R.W.
DATE 11-21-91	

SHEET TITLE
EXHIBIT "A"
SITE PLAN

SHEET
1
OF 1
378.dgn