

No. 278883
 RECORDED AT THE REQUEST OF _____
 TOOOLE TITLE COMPANY
 WARRANTY DEED DATE SEP 9 1965 TIME 1:00 P.M.
 BOOK 62 OF 11 PAGE 9 FEB 72
John H. Johnson
 Tooele County Recorder

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 WARRANTY DEED DATE SEP 9 1965 TIME 1:00 P.M.
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John H. Johnson
 Tooele County Recorder

KNOW ALL MEN BY THESE PRESENTS, That ALBERTSON'S, INC., a corporation duly organized and existing under the laws of the State of Nevada, its principal office at Boise, County of Ada, State of Idaho, GRANTOR, hereby CONVEYS and WARRANTS to THIRD CHELTENHAM PROPERTIES, INC., of Wilmington, Delaware, GRANTEE, for the sum of Ten and no/100 Dollars (\$10.00), the following described tract of land in Tooele County, State of Utah;

Beginning at a point North 89°33' West 167.46 feet from the Southeast corner of Lot 1, Block 11, Plat "A", Tooele City Survey, Tooele City, and running thence South 89°33' East 47.46 feet; thence North 0°56'50" East 100.00 feet; thence South 89°33' East 120.00 feet; thence North 0°56'50" East 187.10 feet to the Northeast corner of Lot 3 of said Block 11; thence North 89°33' West 333.96 feet to the Northwest corner of said Lot 3; thence South 0°56'50" West 131.46 feet; thence South 89°03'10" East 127.00 feet along a party wall; thence South 48°10' East 52.24 feet; thence South 0°56'50" West 120.00 feet to the Point of Beginning.

TO HAVE AND TO HOLD the above described and granted premises said Grantee, its successors and assigns forever.

AND, the Grantor does covenant that it is lawfully seized in fee simple of the above granted premises free from all encumbrances, except:

1. Easements for public utilities over and across said property, as disclosed and shown on the survey of said property. (Bush & Giddell, Inc. Engineers No. 18882.)
2. Covenants, conditions, restrictions and easements contained in certain Declaration of Encumbrances between Albertson's, Inc., and the Beehive State Bank, dated the 16th day of July, 1965, and recorded the 1st day of September, 1965, in Book 61, page 520, Official Records of Tooele County, Utah.
3. Grantor reserves to itself, its successors and assigns, and for the benefit of the southerly adjoining property, the right in common with Grantee of mutual ingress and egress by vehicular or pedestrian traffic over and across the common adjoining boundary line between the premises herein conveyed and said southerly adjoining property, except where any building is or may be located, and further, neither the Grantee nor Grantor shall erect any barricade or fences now or in the future which prevent or hinder such ingress and egress; AND FURTHER, the Grantor reserves to itself, its successors and assigns, and for the benefit of the southerly adjoining property, the right at any time at each one's respective cost and expense, and each respectively shall repair any property damage caused thereby to the hereinafter-mentioned Party Wall, to join and build on and use as Party Wall the southerly wall of the Albertson's Food Center building situated on the herein-conveyed premises. If the owners of the said southerly adjoining property now or in the future use, join, or build onto the said Party Wall, said owners shall repair any damage or injury to the Party Wall arising therefrom or from such owners' demolishing or removing any building on said southerly adjoining property.

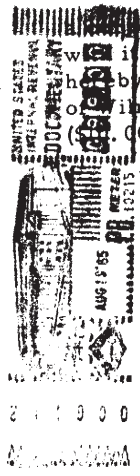
No. **278883**

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TOOELE TITLE COMPANY

DATE **SEP 9 1965** TIME **1:00 P.M.**

WARRANTY DEED BOOK **67** OF **11** PAGES **90** FEE **4.00**

John H. Johnson
Tooele County Recorder



KNOW ALL MEN BY THESE PRESENTS, That ALBERTSON'S, INC., a corporation duly organized and existing under the laws of the State of Nevada, with its principal office at Boise, County of Ada, State of Idaho, GRANTOR, hereby CONVEYS and WARRANTS to THIRD CHELTENHAM PROPERTIES, INC., of Wilmington, Delaware, GRANTEE, for the sum of Ten and no/100 Dollars (\$10.00), the following described tract of land in Tooele County, State of Utah;

Beginning at a point North 89°33' West 167.46 feet from the Southeast corner of Lot 1, Block 11, Plat "A", Tooele City Survey, Tooele City, and running thence South 89°33' East 47.46 feet; thence North 0°56'50" East 100.00 feet; thence South 89°33' East 120.00 feet; thence North 0°56'50" East 187.10 feet to the Northeast corner of Lot 3 of said Block 11; thence North 89°33' West 333.96 feet to the Northwest corner of said Lot 3; thence South 0°56'50" West 131.46 feet; thence South 89°03'10" East 127.00 feet along a party wall; thence South 48°10' East 52.24 feet; thence South 0°56'50" West 120.00 feet to the Point of Beginning.

TO HAVE AND TO HOLD the above described and granted premises said Grantee, its successors and assigns forever.

AND, the Grantor does covenant that it is lawfully seized in fee simple of the above granted premises free from all encumbrances, except:

1. Easements for public utilities over and across said property, as disclosed and shown on the survey of said property. (Bush & Gadgeli, Inc. Engineers No. 18882.)
2. Covenants, conditions, restrictions and easements contained in certain Declaration of Encumbrances between Albertson's, Inc., and the Beehive State Bank, dated the 16th day of July, 1965, and recorded the 1st day of September, 1965, in Book 61, page 520, Official Records of Tooele County, Utah.
3. Grantor reserves to itself, its successors and assigns, and for the benefit of the southerly adjoining property, the right in common with Grantee of mutual ingress and egress by vehicular or pedestrian traffic over and across the common adjoining boundary line between the premises herein conveyed and said southerly adjoining property, except where any building is or may be located, and further, neither the Grantee nor Grantor shall erect any barricade or fences now or in the future which prevent or hinder such ingress and egress; AND FURTHER, the Grantor reserves to itself, its successors and assigns, and for the benefit of the southerly adjoining property, the right at any time at each one's respective cost and expense, and each respectively shall repair any property damage caused thereby to the hereinafter-mentioned Party Wall, to join and build on and use as Party Wall the southerly wall of the Albertson's Food Center building situated on the herein-conveyed premises. If the owners of the said southerly adjoining property now or in the future use, join, or build onto the said Party Wall, said owners shall repair any damage or injury to the Party Wall arising therefrom or from such owners' demolishing or removing any building on said southerly adjoining property.

Said Southerly adjoining property is described as follows:

Beginning at a point North 89°33' West 167.46 feet from the Southeast corner of Lot 1, Block 11, Plat "A", Tooele City Survey, Tooele City, and running thence North 89°33' West 46.50 feet; thence North 0°56'50" East 97.02 feet; thence North 89°33' West 120.0 feet; thence North 0°56'50" East 58.62 feet; thence South 89°03'10" East 127.00 feet along a party wall; thence South 48°10' East 52.24 feet; thence South 0°56'50" West 120.00 feet to the point of beginning.

4. Grantor reserves to itself, its successors and assigns, and for the benefit of the above described southerly adjoining property, the right to reasonably use in common with Grantee any areas of the herein conveyed property that are now and in the future, except any areas where any buildings may from time to time be located, used for parking and vehicular and pedestrian ingress, egress and traveling. Grantor hereby grants to Grantee, its successors and assigns, and for the benefit of the property herein conveyed, the right to reasonably use in common with Grantor any areas of the Southerly adjoining property that are now and in the future, except any areas where any buildings may from time to time be located, used for parking and vehicular and pedestrian ingress, egress and traveling.

5. Subject to any utility or service lines that are or may be permitted to serve the herein conveyed premises.

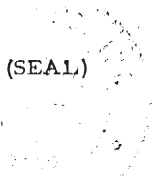
The officers who sign this Deed hereby certify that this Deed and the transfer represented thereby, was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 22 day of September, 1965.

ALBERTSON'S, INC.

By: [Signature]
President

Attest: [Signature]
Secretary



STATE OF IDAHO)
) SS.
County of Ada)

On the 7th day of September, A. D., 1965, personally appeared before me J. L. BERLIN and A. L. LYONS, who being by me duly sworn did say, each for himself, that he, the said J. L. BERLIN is the President, and he, the said A. L. LYONS is the Secretary of ALBERTSON'S, INC., a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said J. L. BERLIN and A. L. LYONS each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

my commission expires:
September 17, 1966

Edsel J. Lutz
Notary Public for the State of Idaho
Residing at Boise, Idaho