

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
DEED AND TAX NOTICES TO:

Smith's Food & Drug Centers, Inc.
1550 South Redwood Rd.
Salt Lake City, UT 84104

APN(s): 26-24-300-022-0000

12178027
11/25/2015 1:05:00 PM \$27.00
Book - 10382 Pg - 6532-6540
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE
BY: eCASH, DEPUTY - EF 9 P.

Above Space for Recorder's Use

SPECIAL WARRANTY DEED

KENNECOTT LAND COMPANY, a Delaware corporation, with its principal office at 4700 Daybreak Parkway, South Jordan, County of Salt Lake, State of Utah ("**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby **CONVEY and WARRANT** against all who claim by, through, or under Grantor only, to **SMITH'S FOOD & DRUG CENTERS, INC.**, an Ohio corporation, with its principal office at 1550 South Redwood Rd., Salt Lake City, UT 84104 ("**Grantee**"), certain land being more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "**Land**"), together with any and all rights, privileges and easements appurtenant to the Land, and all right, title and interest of Grantor (if any) in, to and under adjoining streets, rights of way and easements, **SUBJECT TO** all reservations contained in this Deed and the permitted exceptions set forth in Exhibit B attached hereto and incorporated herein by reference, all building codes and other applicable laws, ordinances and governmental regulations affecting the Land and all other matters reasonably identifiable from an inspection or survey of the Land.

Grantor hereby retains and reserves (i) all oil, gas and minerals under or appurtenant to the Land, together with all rights to use or extract the same, except that Grantor shall not have the right to enter upon or disturb the first 500 feet below the surface of the Land to use or extract the same, and (ii) all water flowing or located under, within, or over, and all water rights or water shares in any way connected or associated with or appurtenant to, the Land; together with all rights to use or extract the same, except that Grantor shall not have the right to enter upon or disturb the first 500 feet below the surface of the Land to use or extract the same.

Grantor and Grantee agree that the provisions of Paragraph 10 of Exhibit B to that certain Deed dated October 16, 2002 from Kennecott Utah Copper Corporation, as grantor, to OM Enterprises Company, as grantee, recorded in the Official Records of Salt Lake County as Instrument No. 8442505, including, without limitation, the "Well Prohibition Covenant" [which prohibits drilling of water wells on the land] and the "Subsequent Transfer Covenant" [which requires that the Well Prohibition Covenant be inserted in all future deeds for such land] (as such terms are defined in such Paragraph 10), are hereby incorporated into this Deed and shall be binding on Grantee, its successors and assigns.

Grantor reserves the exclusive right to construct and operate, and to authorize the construction and operation, of commercial cellular, microwave and other wireless communication towers, antennas and related facilities ("Commercial Wireless Facilities") within the Daybreak master planned community,

as legally described in that certain Community Charter for Daybreak recorded on February 27, 2004 as Entry No. 8989518 in Book 88950 at Page 7784 in the official records of the Salt Lake County Recorder, Utah, as amended and supplemented from time to time, and that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Daybreak Village recorded on December 30, 2005, as Entry No. 9598233, in Book 9237, beginning at Page 5395 of the official records of the Salt Lake County Recorder, as amended and supplemented from time to time. Accordingly, Grantee agrees that the Land shall not be used for the construction or operation of Commercial Wireless Facilities; provided that nothing herein shall exclude Grantee's constructions, operation, and use of facilities for its own purposes. Such restriction shall run with the Land for the benefit of Grantor and its successors and assigns operating Commercial Wireless Facilities within Daybreak.

[Signatures on following page]

[Special Warranty Deed - Signature & Acknowledgement page]

IN WITNESS WHEREOF, Grantor has caused its duly authorized representative to execute this instrument as of the date hereinafter written.

DATED: November 25, 2015

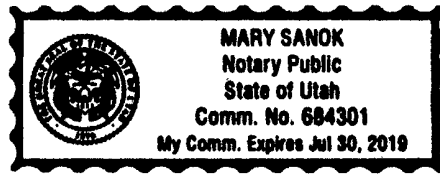
GRANTOR:

KENNECOTT LAND COMPANY,
a Delaware corporation

By: [Signature]
Name: TY MCCUTCHEW
Title: VICE PRESIDENT DAYBREAK

ACKNOWLEDGMENT

STATE OF UTAH)
)
) :ss.
COUNTY OF SALT LAKE)



On 11-25-15, personally appeared before me, a Notary Public, Ty McCutchen, the VICE PRESIDENT DAYBREAK of KENNECOTT LAND COMPANY, a Delaware corporation personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of KENNECOTT LAND COMPANY, a Delaware corporation.

WITNESS my hand and official Seal.

[Signature]
Notary Public in and for said State

My commission expires: JULY 30 2019

[SEAL]

EXHIBIT A

Legal Description

Lots C-101 and C-102 of Kennecott Daybreak Village 7A Plat 1, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder's Office.

EXHIBIT B

Permitted Exceptions

1. Any water rights, claims or title to water in or under the land.
2. General property taxes and assessment for the year 2016, and subsequent years, not yet due. Tax Parcel Numbers 26-24-300-022-0000 and 26-24-300-038-0000.
3. Any charge upon the land by reason of its inclusion in South Jordan City and South Valley Sewer District.
4. Reservations contained in that certain Deed recorded April 28, 1987 as Entry No. 4445608 in Book 5809 at Page 1547 of Official Records.
5. An Agreement dated August 13, 1993, by and between the State of Utah, acting through the Board of Water Resources and the Salt Lake County Water Conservancy District regarding construction of a water conservation project recorded June 27, 2001 as Entry No. 7932990 in Book 8472 at Page 7868 of Official Records.
6. Well Prohibition covenant and subsequent transfer as shown in Paragraph 10, as contained in those certain deeds recorded August 23, 2002 as Entry No. 8330941 in Book 8636 at Page 9160 of Official Records; recorded December 02, 2002 as Entry No. 8442505 in Book 8695 at Page 7730 of Official Records.
7. Land use and building design criteria as shown on the recorded plat of Kennecott Master Subdivision #1 recorded October 04, 2002, as Entry No. 8376820 in Book 2002P of Plats at Page 273.

An Agreement Regarding Daybreak Development Amending the P-C Zone Plan Land Use Table recorded November 19, 2007 as Entry No. 10279353 in Book 9539 at Page 111 of Official Records.

An Amendment No. 2 to the P-C Zone Plan Land Use Table (Amending the P-C Zone Plan, the Community Structure Plan, and Kennecott Master Subdivision #1) recorded December 15, 2008 as Entry No. 10578910 in Book 9665 at Page 949 of Official Records.

8. Easements, notes and restrictions as shown on subdivision plat Kennecott Master Subdivision #1 recorded October 04, 2002 as Entry No. 8376820 in Book 2002P of Plats at Page 273.

Easements, notes and restrictions as shown on subdivision plat Amended Lots B2, B3, OS2, T4, V4, V7 & WTC2 Kennecott Master Subdivision #1 recorded September 19, 2003 as Entry No. 8824749 in Book 2003P of Plats at Page 303.

9. Any covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions contained within that certain Master Development Agreement for The Kennecott Master Subdivision #1 Project recorded March 26, 2003 as Entry No. 8581557 in Book 8762 at Page 7103 of Official Records, and any amendments thereto, but deleting any covenant, condition or restriction

indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenant, condition or restriction violates 42 USC 3604(c).

A Limited Assignment of Rights and Obligations Under Development Agreement executed February 27, 2004 by and between OM Enterprises Company, a Utah corporation (Assignor) and Kennecott Land Residential Development Company, a Delaware corporation (Assignee) recorded March 02, 2004 as Entry No. 8993417 in Book 8953 at Page 695 of Official Records.

An Ordinance Amending Section 17.72.020, of the South Jordan Municipal Code, Changing the Text on Land Use Designations in the Planned Community (P-C) Zone; and Amending the Master Development Agreement for the Kennecott Subdivision 1 Project and Amending the P-C Zone Plan Land Use Table - Also Known as the South Jordan Daybreak Planned Community recorded November 13, 2007 as Entry No. 10273003 in Book 9536 at Page 2921 of Official Records.

An Agreement Regarding Daybreak Development Amending the Master Development Agreement for the Kennecott Master Subdivision #1 Project and Amending the P-C Zone Plan Land Use Table recorded November 19, 2007 as Entry No. 10279353 in Book 9539 at Page 111 of Official Records.

An Amendment No. 2 to the P-C Zone Plan Use Table (Amending the P-C Zone Plan, the Community Structure Plan, and Kennecott Master Subdivision #1) recorded December 15, 2008 as Entry No. 10578910 in Book 9665 at Page 949 of Official Records.

10. A Covenant for Community for Daybreak executed February 25, 2004 by Kennecott Land Company, a Delaware corporation, recorded February 27, 2004 as Entry No. 8989517 in Book 8950 at Page 7722 of Official Records.

Supplement to Covenant for Community for Daybreak, and Supplement to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Daybreak Village, Submitting Additional Property (Kennecott Daybreak Village 7A Plat 1 Subdivision) and Notice of Reinvestment Fee Covenant recorded November 20, 2015 as Entry No. 12174131 in Book 10380 at Page 8120 of Official Records.

11. Amended and Restated Declaration of Covenants, Conditions and Restrictions for Daybreak Village executed December 28, 2005 by Kennecott Land Company, a Delaware corporation, recorded December 30, 2005 as Entry No. 9598233 in Book 9237 at Page 5395 of Official Records.

Notice of Reinvestment Fee Covenant recorded May 28, 2010 as Entry No. 10962126 in Book 9829 at Page 6115 of Official Records.

Supplement to Covenant for Community for Daybreak, and Supplement to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Daybreak Village, Submitting Additional Property (Kennecott Daybreak Village 7A Plat 1 Subdivision) and Notice of Reinvestment Fee Covenant recorded November 20, 2015 as Entry No. 12174131 in Book 10380 at Page 8120 of Official Records.

Notice of Partial Applicability, Daybreak Village Declaration (Smith's – Lots C-101 and C-102 Village 7A plat 1), recorded November ____, 2015 as Entry No. _____ in Book ____ at Page ____ of Official Records.

12. Notice of Reinvestment Fee Covenant recorded November 20, 2015 as Entry No. 12174132 in Book 10380 at Page 8125 of Official Records.

13. The terms and conditions of that certain Mined Land Reclamation Contract recorded August 16, 2006 as Entry No. 9814205 in Book 9336 at Page 9505 of Official Records.

14. Declaration of Certain Exclusive Rights recorded May 25, 2010 as Entry No. 10959255 in Book 9828 at Page 2877 of Official Records.

15. An easement over, across or through the land for underground electric power transmission and incidental purposes, as granted to PacifiCorp, an Oregon corporation d/b/a Rocky Mountain Power by Instrument recorded November 18, 2011 as Entry No. 11282195 in Book 9967 at Page 8343 of Official Records.

16. The terms, provisions and covenants contained in document entitled "Quit Claim Deed" recorded March 07, 2013 as Entry No. 11591775 in Book 10114 at Page 9637 of Official Records.

17. The terms, provisions and easements contained in document entitled "Access Easement Agreement" recorded July 29, 2013 as Entry No. 11693064 in Book 10163 at Page 4628 of Official Records.

Amendment to Access Easement Agreement recorded October 30, 2015 as Entry No. 12161412 in Book 10375 at Page 2522 of Official Records.

18. Any prior reservations and/or any minerals in or under said land including, but not limited to metals, oil, gas, coal, stone and mineral rights, mining rights, lease rights and easement rights or other matters relating thereto, whether expressed or implied.

19. Any facts, rights, interest or claims which would be disclosed by a correct ALTA/ACSM survey.

20. Easements, notes and restrictions as shown on Kennecott Daybreak Parkway Right-of-Way Dedication Plat (East Frontage Road to 11800 South) Amending Lots T4, WTC2, B3 & B3B of the Kennecott Master Subdivision #1 Amended recorded December 09, 2008 as Entry No. 10576099 in Book 2008 of Plats at Page 297.

21. Lack of access to highway as evidenced by that certain Warranty Deed (Controlled Access) recorded December 26, 2008 as Entry No. 10586617 in Book 9668 at Page 4019 of Official Records.

22. Vehicular access is limited to openings permitted by the Utah State Department of Transportation in accordance with Section 41-6a-714, Utah Code Annotated, as amended 2005.

23. An Assignment and Assumption of Easements recorded August 17, 2015 as Entry No. 12113822 in Book 10353 at Page 1662 of Official Records.

24. An Affidavit to Confirm Intent and Delivery of Title recorded August 25, 2015 as Entry No. 12119618 in Book 10355 at Page 7166 of Official Records.
25. Easement in favor of South Valley Sewer District, a body politic of the State of Utah, its successors and assigns for a perpetual rights of way and easements to construct, maintain, operate, repair, inspect protect, install, remove and replace sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, lying within strips twenty (20) feet wide, said strips extending 10 feet on each side of and lying parallel to the easement as described and recorded October 30, 2015 as Entry No. 12161411 in Book 10375 at Page 2518 of Official Records.
26. An easement over, across or through the land for sewer pipelines and incidental purposes, as granted to South Valley Sewer District, a body politic of the State of Utah by Instrument recorded September 23, 2015 as Entry No. 12138038 in Book 10364 at Page 1917 of Official Records.
27. An easement over, across or through the land for sewer pipelines and incidental purposes, as granted to South Valley Sewer District, a body politic of the State of Utah by Instrument recorded September 23, 2015 as Entry No. 12138039 in Book 10364 at Page 1922 of Official Records.
28. The terms and provisions contained in Quit Claim Deed recorded October 21, 2015 as Entry No. 12155371 in Book 10372 at Page 2175 of Official Records.
29. Access is limited to those openings permitted by the State of Utah as evidenced by that certain Quit Claim Deed (Controlled Access) recorded October 21, 2015 as Entry No. 12155371 in Book 10372 at Page 2175 of Official Records.
30. Supplement to Covenant for Community for Daybreak, and Supplement to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Daybreak Village, Submitting Additional Property (Kennecott Daybreak Village 7A Plat 1 Subdivision) and Notice of Reinvestment Fee Covenant recorded November 20, 2015 as Entry No. 12174132 in Book 10380 at Page 8125 of Official Records.
31. Easements, notes and restrictions as shown on subdivision plat entitled: Kennecott Daybreak Village 7A Plat recorded November 20, 2015 as Entry No. 12174130 in Book 2015P of Plats at Page 261 of Official Records.
32. The terms, provisions and easement contained in document entitled "Right-of-Way and Easement Agreement" recorded April 05, 1993 as Entry No. 5469551 in Book 6633 at Page 463 of Official Records.
33. An easement over, across or through the land for electric power transmission and incidental purposes, as granted to PacificCorp, an Oregon corporation by Instrument recorded May 09, 2003 as Entry No. 8645473 in Book 8795 at Page 164 of Official Records.
34. The terms, provisions and easements contained in document entitled "Right-of-Way and Easement Agreement" recorded May 22, 2006 as Entry No. 9730358 in book 9297 at Page 2159 of Official Records.

35. An easement over, across or through the land for electric power transmission and incidental purposes, as granted to PacificCorp, an Oregon corporation d/b/a Rocky Mountain Power by Instrument recorded March 28, 2012 as Entry No. 11358480 in Book 10003 at Page 147 of Official Records.