

**RECORDING REQUESTED BY, AND WHEN
RECORDED MAIL DOCUMENT TO:**

FIRST AMERICAN TITLE INSURANCE COMPANY
1900 Midwest Plaza West
801 Nicollet Mall
Minneapolis, MN 55402-2504
Attn. Jennifer Du Mond
Telephone (612) 305-2000

E 2175482 B 4053 P 118-124
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/12/2006 08:00 AM
FEE \$27.00 Pgs: 7
DEP RT REC'D FOR FIRST AMERICAN TI
TLE INSURANCE

TAX STATEMENTS SHOULD BE MAILED TO:

Name: New Albertsons, Inc.
Address: 250 Parkcenter Blvd., P.O. Box 20
City, State, Zip Code: Boise, ID 83726
Attn.: Dept. 70428-Corporate Tax

14-266-0002, 0007

lots 2, 7 Clinton Towne Center

Space Above This Line for Recorder's Use
(Unit No. 393) (UT)

WARRANTY DEED

Date: June 1, 2006

For valuable consideration, Albertson's LLC, a limited liability company under the laws of Delaware, successor to Albertson's, Inc., a corporation under the laws of Delaware, Grantor, whose address is 250 Parkcenter Blvd., P.O. Box 20, Boise, Idaho 83726, by these presents does hereby grant, sell, warrant and convey to New Albertson's, Inc., a corporation under the laws of Delaware, Grantee, whose address is 250 Parkcenter Blvd., P.O. Box 20, Boise, Idaho 83726, real property in Davis County, Utah, described as follows:

See Exhibit A attached hereto and made a part hereof,

together with all hereditaments and appurtenants belonging thereto (collectively, the "Property"), subject to the following encumbrances:

See Exhibit B attached hereto and made a part hereof,

to have and to hold the same, unto Grantee, in fee simple, forever.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple and that Grantor has good right and lawful authority to sell and convey the Property. Grantor hereby warrants the title to the Property. Grantor warrants that the Property is free of all encumbrances except those described on Exhibit B.

In the case of any breach of Grantor's warranties herein contained, whether such warranties are express or implied, the liability of Grantor shall be limited to Grantor's interest in the Property hereby conveyed (immediately prior to the conveyance described in this Warranty Deed) and all amounts (collectively, "Indemnified Amounts") which are recovered from the non-affiliated transferors prior to Grantor in the Property's chain of title ("Prior Transferors") or pursuant to any title insurance policies for the Property existing prior to the date of this Warranty Deed ("Pre-Existing Title Policy")

Grantor irrevocably assigns to Grantee all of Grantor's right, title and interest in and to all Indemnified Amounts, including without limitation all claims, actions, rights of recovery and indemnity, losses, damages, expenses and fees (including, without limitation, reasonable attorneys' fees and court costs), at law, in equity or by contract, which Grantor may now or hereafter have against any and all Prior Transferors or under any Pre-Existing Title Policy, and Grantor hereby irrevocably designates and appoints Grantee as Grantor's attorney-in-fact, coupled with an interest, with respect to all Indemnified Amounts.

Notwithstanding any provision herein to the contrary, the warranties and covenants contained herein shall be solely for the benefit of and enforceable by Grantee hereunder and for no other party including heirs, successors and assigns of Grantee and under no circumstances shall such warranties and covenants be deemed to run with the land.

Without limiting the foregoing provisions of this Warranty Deed, if Grantee makes any claim against Grantor as the result of any alleged breach of any covenants or warranties in this Warranty Deed, upon Grantor's receipt of Grantee's written notice of such breach to the address set forth below, Grantor shall either (i) make and diligently pursue all claims against the Prior Transferors and against any title insurance company under any applicable Pre-Existing Title Policy, or (ii) permit Grantee, in the name of Grantor, to make any or all such claims, in all cases at the sole cost and expense of Grantee, including without limitation counsel selected and retained by Grantee as is reasonably acceptable to Grantor. If Grantor is named by any third-party in any proceeding in connection with any such claim, Grantee (at Grantee's sole cost) shall with counsel reasonably acceptable to Grantor defend and procure the dismissal of Grantor from such proceeding (subject to the requirements of law in connection with pursuing the claims against the Prior Transferors and the title insurance company, as applicable).


Grantor's address for notice pursuant to the immediately foregoing paragraph is:

Albertson's LLC
250 East Park Center Blvd., West Plaza
Boise, ID 83706

IN WITNESS WHEREOF, Grantor has executed and delivered this Warranty Deed to Grantee as of the date first written above.

GRANTOR:

ALBERTSON'S LLC

By:  _____

Print Name: _____ **Joel Guth** _____

Title: _____ **Authorized Signatory** _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 2nd day of June, 2006, by Joel Guth, the Authorized Signatory of ALBERTSON'S LLC, Delaware limited liability company, as successor to Albertson's, Inc., a Delaware corporation.

deETT Allen
Notary Public

Residing at: Minneapolis, MN

My commission expires: 1.31.2019



EXHIBIT ALegal Description**PARCEL A:**

Lots 2 and 7, CLINTON TOWNE CENTER, Clinton City, Davis County, Utah, according to the Official Plat thereof.

PARCEL B:Appurtenant Easement Estates:

Non-exclusive easement for ingress, egress, parking and utilities, for the benefit of Parcel A (described above), under, over, through, upon and across the "Shopping Center" as set forth in that certain Declaration of Restrictions and Easements dated October 22, 1998 between SB Clinton L.C., a Utah limited liability company, and Albertson's, Inc. a Delaware corporation recorded October 23, 1998 as Entry No. 1451282 in Book 2379 at Page 380 of Official Records, Davis County, Utah (the "Declaration of Restrictions and Easements").

A perpetual non-exclusive easement for ingress and egress by vehicular and pedestrian traffic, as set forth in the Declaration of Restrictions and Easements, for the benefit of Parcel A (described above), upon, over and across that certain real property in Davis County, Utah, more particularly described as follows:

Beginning at a point, said point being North 89°59'06" West 863.04 feet and North 42.0 feet from the Southeast Corner of the Northeast Quarter of Section 28, Township 5 North, Range 2 West, Salt Lake Base and Meridian, said point being on the North right of way line of 1800 North Street; thence along said right of way line North 89°59'06" West 25.0 feet; thence North 422.65 feet; thence East 61.33 feet; thence North 45° East 82.40 feet to a point of a 35 foot radius curve to the left; thence along the arc of said curve 27.49 feet and through a delta angle of 45°00'00"; thence North 60.49 feet to a point of a 60 foot radius curve to the right; thence along the arc of said curve 47.12 feet and through a delta angle of 45°00'00"; thence North 45° East 207.56 feet to a point of a 60 foot radius curve to the right; thence along the arc of said curve 47.12 feet and through a delta angle of 45°00'00"; thence East 142.29 feet; thence South 3.41 feet to a point of a 5 foot radius curve to the left; thence along the arc of a said curve 7.85 feet and through a delta angle of 90°00'00"; thence East 165.85 feet to a point of a 60 foot radius curve to the right; thence along the arc of said curve 94.25 feet and through a delta angle of 89°59'59"; thence South 27.11 feet to a point of a 35 foot radius curve to the left; thence along the arc of said curve 54.98 feet and through a delta angle of 89°59'58"; thence East 89.78 feet to a point on the West right of way line of 2000 West Street; thence said right of way line South 00°07'29" West 25.0 feet; thence West 89.67 feet to a point of a 60 foot radius curve to the right; thence along the arc of said curve 94.25 feet and through a delta angle of 89°59'59"; thence North 27.11 feet to a point of a 35 foot radius curve to the left; thence along the arc of said curve 54.98 feet through a delta angle of 89°59'58"; thence West 165.58 feet to a point of a 60 foot radius curve to the right; thence along the arc of said curve 32.16 feet and through a

delta angle of 30°42'50"; thence West 126.88 feet to a point of a 35 foot radius curve to the left; thence along the arc of said curve 27.49 feet and through a delta angle of 45°00'00"; thence South 45° West 193.08 feet to a point of a 35 foot radius curve to the left; thence along the arc of said curve 27.49 feet through a delta of 45°00'00"; thence South 70.39 feet to a point of a 60 foot radius curve to the right; thence along the arc of said curve 47.12 feet and through a delta angle of 45°00'00"; thence South 45° West 93.28 feet; thence West 11.65 feet to a point of a 35 foot radius curve to the left; thence along the arc of said curve 54.98 feet and through a delta angle of 90°00'00"; thence South 362.63 feet to the point of beginning.

A temporary non-exclusive easement for ingress and egress by vehicular and pedestrian traffic, as set forth in the Declaration of Restrictions and Easements, for the benefit of Parcel A (described above), under, over and across that certain real property in Davis County, Utah, more particularly described as follows:

Beginning at a point, said point being North 89°59'06" West 631.02 feet and North 42.0 feet from the Southeast Corner of the Northeast Quarter of Section 28, Township 5 North, Range 2 West, Salt Lake Base and Meridian, said point being on the North right of way line of 1800 North Street; thence along said right of way line North 89°59'06" West 25.0 feet; thence North 278.0 feet; thence North 45° West 191.66 feet; thence North 45° East 52.12 feet; thence South 38.35 feet; thence South 45° East 174.90 feet; thence South 297.35 feet to the point of beginning.

A perpetual non-exclusive easement for ingress and egress by vehicular and pedestrian traffic (but not for vehicular parking), as set forth in that certain Declaration of Easement dated October 22, 1998 by SB Clinton L.C., a Utah limited liability company, recorded October 23, 1998 as Entry No. 1451280 In Book 2379 at Page 375 of Official Records, Davis County, Utah, for the benefit of Parcel A (described above), under, over and across that certain real property in Davis County, Utah, more particularly described as follows:

Beginning North 89°59'06" West 1167.18 feet and North 42.0 feet from the Southeast Corner of the Northeast Quarter of Section 28, Township 5 North, Range 2 West, Salt Lake Base and Meridian; said point being on the North right of way line of 1800 North Street; thence along said right of way line North 89°59'06" West 50.0 feet; thence North 86.96 feet to a point of a 140.00 foot radius curve to the right; thence Northerly along the arc of said curve and through a delta angle of 36°01'13" 88.01 feet to a point of a reverse to the left; the radius point of which is North 53°58'47" West 99.50 feet; thence Northerly along the arc of said curve and through a delta angle of 36°01'13" 62.55 feet; thence North 156.38 feet to a point of a 100 foot radius curve to the left; thence Northerly along the arc of said curve and through a delta angle of 22°34'17" 39.39 feet; thence East 49.18 feet to a point on a curve to the right, the radius point of which is South 67°25'13" West 150.00 feet; thence Southerly along the arc of said curve and through a delta angle of 19°21'46" 50.69 feet; thence South 145.03 feet to a point of a 149.50 foot radius curve to the right; thence Southerly along the arc of said curve and through a delta angle of 36°01'13" 93.99 feet to a point of a reverse curve to the left, the radius point of which is South 53°58'47" East 149.50 feet; thence Southerly along the arc of said curve and through a delta angle of 36°01'13" 56.68 feet; thence South 86.97 feet to the point of beginning.

Said property is also known by the street address of:
2062 West 1800 North, Clinton, UT

EXHIBIT B

Permitted Exceptions

1. Real estate taxes and special assessments that are not delinquent as of the date of this Warranty Deed.
2. Easements, covenants, conditions and restrictions that do not interfere with the current use and occupancy of the Property.