

This Document Prepared by:  
First American Title Insurance Company  
National Commercial Services  
560 South 300 East  
Salt Lake City, UT 84111

AFTER RECORDING RETURN TO:  
SCHULTE ROTH & ZABEL LLP  
919 Third Avenue  
New York, New York 10022  
Attention: Marshall S. Brozost, Esq.

## SPECIAL WARRANTY DEED

Escrow No. **SV8321-UT/6SV36411 (NA)/7-SV36411**  
A.P.N.: **01-083-0020, 01-083-0021, 01-083-0081**

Unit: 36411

NEW ALBERTSON'S, INC., a corporation organized and existing under the laws of the State of Ohio, as successor by merger to New Albertson's, Inc., a Delaware corporation with its principal office at 250 Parkcenter Blvd., Boise, Idaho 83706, grantor(s) hereby CONVEY(S) AND WARRANT(S) against all claiming by, through or under it to ABS UT-O DC LLC, a limited liability company organized and existing under the laws of the State of Delaware with its principal office at 250 Parkcenter Blvd., Boise, Idaho 83706, for the sum of TEN DOLLARS and other Good and Valuable Consideration, the following described tract of land in Davis County, State of Utah:

See Exhibit A attached hereto and made a part hereof ("*Property*").

### SUBJECT TO:

1. Taxes for the current fiscal year, not delinquent, including personal property taxes of any former owner, if any; and
2. Restrictions, conditions, reservations, rights, rights of way and easements now of record, if any, or any that actually exist on the Property.

**TOGETHER WITH** all singular the tenements, hereditaments and appurtenants thereunto belonging or in any wise appertaining.

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 marketable title to the Property. Grantor warrants that the Property is free of all encumbrances except those described hereinabove.

In the case of any breach of Grantor's warranties herein contained, whether such

Utah Store# 36411

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 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 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, if Grantee makes any claim against Grantor as the result of any alleged breach of any covenants or warranties in this 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:

250 Parkcenter Blvd.  
Boise, Idaho 83706



**EXHIBIT A**

**See Attached**

Store #36411 (UT)

The land referred to is located in Davis County, UT and is described as:

PARCEL 1:

A PORTION OF LOT 12, "NORTH SALT LAKE INDUSTRIAL PARK, PLAT A," RECORDED WITH THE DAVIS COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 678.44 FEET AND EAST 853.04 FEET FROM THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 50.00 FEET; THENCE SOUTH 1328.00 FEET; THENCE EAST 1050.00 FEET; THENCE SOUTH 1607.00 FEET; THENCE NORTH 45 00' 00" WEST 149.91 FEET; THENCE WEST 800.00 FEET; THENCE NORTH 809.00 FEET; THENCE WEST 194.00 FEET; THENCE NORTH 2020.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT EAST 853.04 FEET FROM THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 678.44 FEET; THENCE EAST 1100.00 FEET; THENCE SOUTH 3290.00 FEET; THENCE WEST 1100.00 FEET; THENCE NORTH 2611.56 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ANY PORTION LYING WITHIN NINTH NORTH INDUSTRIAL SUBDIVISION RECORDED JANUARY 18, 2002 AS ENTRY NO. 1721978 IN BOOK 2967 AT PAGE 204 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 87 05' 47" EAST 820.24 FEET AND NORTH 72.51 FEET AND NORTH 89 59' 37" EAST 33.86 FEET AND NORTH 564.38 FEET AND EAST 50.00 FEET FROM THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID POINT BEING EAST 50.00 FEET FROM THE NORTHWEST CORNER OF LOT 12, NORTH SALT LAKE INDUSTRIAL PARK PLAT A; AND RUNNING THENCE EAST 1050.00 FEET; THENCE SOUTH 574.00 FEET; THENCE WEST 1050.00 FEET; THENCE NORTH 574.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF LOT 12, "NORTH SALT LAKE INDUSTRIAL PARK, PLAT A," RECORDED WITH THE DAVIS COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 678.44 FEET AND EAST 853.04 FEET FROM THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 50.00 FEET; THENCE SOUTH 1328.00 FEET; THENCE EAST 1050.00 FEET; THENCE SOUTH 1607.00 FEET; THENCE NORTH 45 00' 00" WEST 149.91 FEET; THENCE WEST 800.00 FEET; THENCE NORTH 809.00 FEET; THENCE WEST 194.00 FEET; THENCE NORTH 2020.00 FEET TO THE POINT OF BEGINNING.

Con't. Store #36411 (UT)

ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTH 1030 FEET OF LOT 12, NSL INDUSTRIAL PARK A, RECORDED WITH THE DAVIS COUNTY RECORDER'S OFFICE, LOCATED IN THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 87 05' 47" EAST 820.24 FEET AND NORTH 72.51 FEET AND EAST 33.86 FEET AND NORTH 564.38 FEET AND EAST 50.00 FEET AND SOUTH 574.00 FEET FROM THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING EAST 50.00 FEET AND SOUTH 574.00 FEET FROM THE NORTHWEST CORNER OF LOT 12, NSL INDUSTRIAL PARK PLAT A, AND RUNNING THENCE EAST 1050.00 FEET; THENCE SOUTH 456.00 FEET; THENCE WEST 1050.00 FEET; THENCE NORTH 456.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF THE NORTH 1030 FEET OF LOT 12, NSL INDUSTRIAL PARK A, RECORDED WITH THE DAVIS COUNTY RECORDER'S OFFICE, LOCATED IN THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 87 05' 47" EAST 820.24 FEET AND NORTH 72.51 FEET AND EAST 33.86 FEET AND NORTH 564.38 FEET AND EAST 50.00 FEET AND SOUTH 574.00 FEET FROM THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING EAST 50.00 FEET AND SOUTH 574.00 FEET FROM THE NORTHWEST CORNER OF LOT 12, NSL INDUSTRIAL PARK PLAT A, AND RUNNING THENCE EAST 1050.00 FEET; THENCE SOUTH 456.00 FEET; THENCE WEST 1050.00 FEET; THENCE NORTH 456.00 FEET TO THE POINT OF BEGINNING.

Said property is also known by the street address of: 620 West 600 North, North Salt Lake, UT 84054

Store #36411  
Address: 620 West 600 North,  
North Salt Lake  
State: UT

**Exhibit "A"**

PARCEL 1:

A PORTION OF LOT 12, "NORTH SALT LAKE INDUSTRIAL PARK, PLAT A,"  
RECORDED WITH THE DAVIS COUNTY RECORDER'S OFFICE, MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 678.44 FEET AND EAST 853.04 FEET FROM THE  
NORTHWEST CORNER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT  
LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 50.00 FEET; THENCE  
SOUTH 1328.00 FEET; THENCE EAST 1050.00 FEET; THENCE SOUTH 1607.00 FEET;  
THENCE NORTH 45° 00' 00" WEST 149.91 FEET; THENCE WEST 800.00 FEET; THENCE  
NORTH 809.00 FEET; THENCE WEST 194.00 FEET; THENCE NORTH 2020.00 FEET TO  
THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT EAST 853.04 FEET FROM THE NORTHWEST CORNER OF  
SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND  
MERIDIAN, AND RUNNING THENCE NORTH 678.44 FEET; THENCE EAST 1100.00  
FEET; THENCE SOUTH 3290.00 FEET; THENCE WEST 1100.00 FEET; THENCE NORTH  
2611.56 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ANY PORTION LYING WITHIN NINTH NORTH INDUSTRIAL  
SUBDIVISION RECORDED JANUARY 18, 2002 AS ENTRY NO. 1721978 IN BOOK 2967  
AT PAGE 204 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

BEGINNING AT A POINT NORTH 87° 05' 47" EAST 820.24 FEET AND NORTH 72.51  
FEET AND NORTH 89° 59' 37" EAST 33.86 FEET AND NORTH 564.38 FEET AND EAST  
50.00 FEET FROM THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 1 NORTH,  
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID POINT BEING EAST 50.00  
FEET FROM THE NORTHWEST CORNER OF LOT 12, NORTH SALT LAKE  
INDUSTRIAL PARK PLAT A; AND RUNNING THENCE EAST 1050.00 FEET; THENCE  
SOUTH 574.00 FEET; THENCE WEST 1050.00 FEET; THENCE NORTH 574.00 FEET TO  
THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF LOT 12, "NORTH SALT LAKE INDUSTRIAL PARK, PLAT A," RECORDED WITH THE DAVIS COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 678.44 FEET AND EAST 853.04 FEET FROM THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 50.00 FEET; THENCE SOUTH 1328.00 FEET; THENCE EAST 1050.00 FEET; THENCE SOUTH 1607.00 FEET; THENCE NORTH 45° 00' 00" WEST 149.91 FEET; THENCE WEST 800.00 FEET; THENCE NORTH 809.00 FEET; THENCE WEST 194.00 FEET; THENCE NORTH 2020.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTH 1030 FEET OF LOT 12, NSL INDUSTRIAL PARK A, RECORDED WITH THE DAVIS COUNTY RECORDER'S OFFICE, LOCATED IN THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 87° 05' 47" EAST 820.24 FEET AND NORTH 72.51 FEET AND EAST 33.86 FEET AND NORTH 564.38 FEET AND EAST 50.00 FEET AND SOUTH 574.00 FEET FROM THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING EAST 50.00 FEET AND SOUTH 574.00 FEET FROM THE NORTHWEST CORNER OF LOT 12, NSL INDUSTRIAL PARK PLAT A, AND RUNNING THENCE EAST 1050.00 FEET; THENCE SOUTH 456.00 FEET; THENCE WEST 1050.00 FEET; THENCE NORTH 456.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF THE NORTH 1030 FEET OF LOT 12, NSL INDUSTRIAL PARK A, RECORDED WITH THE DAVIS COUNTY RECORDER'S OFFICE, LOCATED IN THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

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