

DOC ID 20170049236

Special Warranty Deed Page 1 of 6  
Russell Shirts Washington County Recorder  
12/05/2017 09:55:25 AM Fee \$23.00 By FIRST  
AMERICAN TITLE NY - NATIONAL ACCOUNT

This Document Prepared by:  
Greenberg Traurig, LLP  
77 West Wacker Drive, Suite 3100  
Chicago, Illinois 60601

AFTER RECORDING RETURN TO:  
GREENBERG TRAUIG, LLP  
77 West Wacker Drive, Suite 3100  
Chicago, Illinois 60601  
Attention: Corey E. Light, Esq.

### SPECIAL WARRANTY DEED

Escrow No. **594840-ACC**  
A.P.N.: **W-ALC-1-2-A**  
**W-ALC-1-2-B**

Unit: 301

ABS UT-O LLC, a limited liability company under the laws of Delaware 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 ALBERTSON'S STORES SUB.LLC, a limited liability company under the laws 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 Washington 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 thereto 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.

Utah Store# 301

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 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: c/o Albertson's LLC, 250 Parkcenter Blvd., Boise, Idaho 83706.

[SIGNATURE PAGE TO FOLLOW]



**EXHIBIT A**

**See Attached**

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Store #301

Address: 915 Redcliffs Drive, Washington

State: UT

**Exhibit "A"**

## PARCEL 1:

LOTS 2-A AND 2-B OF ALBERTSON'S CENTER NO. 1 AMENDED, A COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, STATE OF UTAH.

## PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, PARKING AND UTILITIES, FOR THE BENEFIT OF PARCEL 1, UNDER, OVER, THROUGH, UPON AND ACROSS THE "SHOPPING CENTER" AS SET FORTH IN THAT CERTAIN DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS DATED NOVEMBER 02, 1995 BETWEEN KING HOLDINGS, LC, A UTAH LIMITED LIABILITY COMPANY, AND JOHN H. BARLOW, TRUSTEE OF THE BARLOW FAMILY TRUST DATED JULY 07, 1977 AND ALBERTSON'S INC., A DELAWARE CORPORATION, RECORDED NOVEMBER 02, 1995 AS ENTRY NO. 514397 IN BOOK 948 AT PAGE 159, AS AMENDED BY AN UNRECORDED FIRST AMENDMENT TO SHOPPING CENTER LEASE AND TO DECLARATION AND DEVELOPMENT AGREEMENT DATED NOVEMBER 14, 1996, AND FURTHER AMENDED BY SECOND AMENDMENT TO DECLARATION AND DEVELOPMENT AGREEMENT AND FIRST AMENDMENT TO COMMON AREA MAINTENANCE AGREEMENT RECORDED JUNE 16, 1997 AS ENTRY NO. 568872 IN BOOK 1108 AT PAGE 822 OF OFFICIAL RECORDS OF WASHINGTON COUNTY, STATE OF UTAH.

## PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS BY VEHICULAR AND PEDESTRIAN TRAFFIC, FOR THE BENEFIT OF PARCEL 1, UPON, OVER AND ACROSS THAT CERTAIN REAL PROPERTY IN WASHINGTON COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHWESTERLY LINE OF GREEN SPRING DRIVE AT A POINT THAT IS NORTH 47°53'34" WEST 192.00 FEET FROM THE MOST EASTERLY CORNER OF LOT 1, ALBERTSON'S CENTER NO. 1 AMENDED, A COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE SOUTH 42°06'26" WEST 84.03 FEET; THENCE SOUTH 74°15'40" WEST 811.95 FEET TO A POINT ON THE EASTERLY LINE OF ALBERTSON'S DRIVE; THENCE ALONG SAID EASTERLY LINE OF STREET AND THE WEST LINE OF LOT 3 OF SAID SUBDIVISION NORTH 14°14'12" WEST 30.01 FEET;

THENCE NORTH 74°15'40" EAST 802.52 FEET; THENCE NORTH 42°06'26" EAST 75.38 FEET TO SAID SOUTHWESTERLY LINE OF GREEN SPRING DRIVE; THENCE ALONG SAID STREET LINE SOUTH 47°53'34" EAST 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS BY VEHICULAR AND PEDESTRIAN TRAFFIC, FOR THE BENEFIT OF PARCEL 1, UPON, OVER AND ACROSS THAT CERTAIN REAL PROPERTY IN WASHINGTON COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHWESTERLY LINE OF GREEN SPRING DRIVE AT A POINT THAT IS NORTH 47°53'34" WEST 31.43 FEET FROM THE MOST EASTERLY CORNER OF LOT 1, ALBERTSON'S CENTER NO. 1 AMENDED, A COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG SAID STREET LINE NORTH 47°53'34" WEST 30.00 FEET; THENCE SOUTH 42°06'26" WEST 107.44 FEET; THENCE SOUTH 52°01'47" WEST 52.05 FEET; THENCE SOUTH 74°15'04" WEST 52.32 FEET; THENCE SOUTH 53°40'38" WEST 257.33 FEET; THENCE SOUTH 74°15'40" WEST 83.28 FEET; THENCE SOUTH 15°44'20" EAST 12.40 FEET; THENCE SOUTH 74°15'40" WEST 38.60 FEET; THENCE NORTH 15°44'20" WEST 12.40 FEET; THENCE SOUTH 74°15'40" WEST 60.39 FEET; THENCE NORTH 85°26'13" WEST 69.17 FEET; THENCE SOUTH 74°15'40" WEST 175.95 FEET; THENCE NORTH 82°00'00" WEST 23.02 FEET; THENCE NORTH 15°44'20" WEST 228.19 FEET; THENCE SOUTH 74°15'40" WEST 74.56 FEET TO A POINT ON THE EASTERLY LINE OF ALBERTSON'S DRIVE; THENCE ALONG SAID EASTERLY LINE OF STREET AND THE WEST LINE OF LOT 3 OF SAID SUBDIVISION SOUTH 14°14'12" EAST 30.01 FEET; THENCE NORTH 74°15'40" EAST 45.35 FEET; THENCE SOUTH 15°44'20" EAST 217.77 FEET; THENCE SOUTH 82°00'00" EAST 48.95 FEET; THENCE NORTH 74°15'40" EAST 176.89 FEET; THENCE SOUTH 85°26'13" EAST 69.75 FEET; THENCE NORTH 74°15'40" EAST 192.01 FEET; THENCE NORTH 53°40'38" EAST 257.90 FEET; THENCE NORTH 74°15'40" EAST 52.23 FEET; THENCE NORTH 54°01'47" EAST 60.54 FEET; THENCE NORTH 42°06'26" EAST 110.57 FEET TO THE POINT OF BEGINNING.

DOC ID 20180002400

Corrected Warranty Page 1 of 6  
Russell Shirts Washington County Recorder  
01/17/2018 03:11:29 PM Fee \$23.00 By FIRST  
AMERICAN TITLE NY - NATIONAL ACCOUNT

WHEN RECORDED, RETURN TO:  
Greenberg Traurig, LLP  
77 West Wacker Drive, Suite 3100  
Chicago, Illinois 60601  
Attn: Corey E. Light, Esq.

Tax Parcel No.: W-ALC-1-2-A, W-ALC-1-2-B

**CORRECTIVE AFFIDAVIT**

(To correct a minor legal description error in  
Documents #20060026967, #20130011515 and #20170049236,  
as provided in UCA §57-3-106(9), as amended.)

STATE OF IDAHO )

ss.

COUNTY OF ADA

As of this 17<sup>th</sup> day of January, 2018, Bradley Beckstrom, being first duly  
sworn under oath, states as follows:

- 1) I am an Authorized Signatory of ALBERTSON'S LLC, a Delaware limited liability company (formerly known as Albertson's Inc.) (the "Grantor"), and I am able to make this affidavit based upon my personal knowledge of the matters contained herein.
- 2) On June 21, 2006, the following document was recorded:
  - a. Warranty Deed, Document #20060026967;
- 3) On March 28, 2013, the following document was recorded:
  - a. Special Warranty Deed, Document #20130011515;
- 4) On December 5, 2017, the following document was recorded:
  - a. Special Warranty Deed, Document #20170049236;
- 5) On December 22, 2017, the Washington County Recorder notified Grantor of an error in the legal descriptions of each of the above documents. The error is the incorrect or incomplete legal description of Parcel 1 in that "Amended Plat #2" is missing from the legal description.
- 6) Pursuant to UCA §57-3-106(9), this CORRECTIVE AFFIDAVIT is being recorded in order to correct this minor legal description error and insert into the legal descriptions of Parcel 1 of each of the above documents the missing "Amended Plat #2". Attached hereto is the corrected Exhibit "A". I hereby request the Washington County Recorder to

replace the respective Exhibit "A" that was recorded with each of the above referenced documents with the corrected Exhibit "A" attached hereto.

This Corrective Affidavit is not intended to correct or affect any other provisions of the above referenced documents, including their respective dates of recording.

6) Further this Affiant saith not.

[The remainder of this page is intentionally left blank; signature page follows.]



DATED as of the date first set forth above.

GRANTOR:

ALBERTSON'S LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name: Bradley Beckstrom

Title: Authorized Signatory

STATE OF IDAHO )

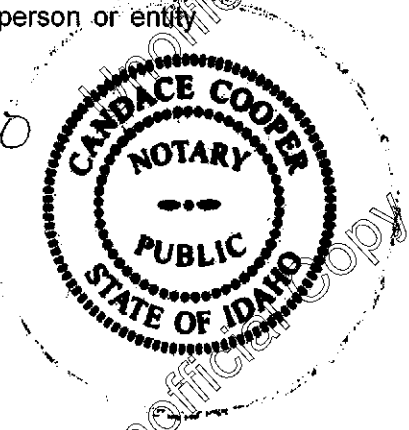
COUNTY OF ADA )

) ss.:

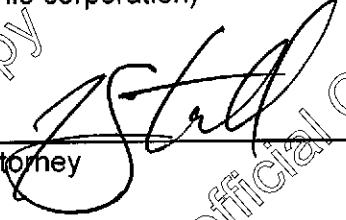
On the 8<sup>th</sup> day of January in the year 2018 before me, the undersigned, personally appeared Bradley Beckstrom personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

Candace Cooper notary public of IDAHO  
Signature and Office of individual taking acknowledgment

exp: 12-14-22



NEW ALBERTSONS L.P.,  
a Delaware limited partnership  
(formerly known as New Albertson's Inc.,  
an Ohio corporation)

By:   
Its Attorney

ABS UT-O LLC,  
a Delaware limited liability company

By:   
Its Attorney

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

**PARCEL 1:**

LOTS 2-A AND 2-B OF ALBERTSON'S CENTER NO. 1 AMENDED PLAT #2, A COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, STATE OF UTAH.

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