

38763

After Recording Mail to:

Rebecca Kinsey  
Real Estate Law Division  
Safeway Inc.  
4th & Jackson Sts.  
Oakland, CA

DECLARATION OF LEASE CANCELLATION

THIS DECLARATION OF LEASE CANCELLATION ("Declaration") is made as of this 23rd day of September, 1991, by SAFEWAY INC. (formerly known as Safeway Stores, Incorporated) a Delaware corporation ("Safeway Inc.") as both Lessor and Lessee of the following described property.

RECITALS

- A. By Lease dated December 1, 1969 and recorded December 10, 1969, as Instrument Number #37232, Volume M69 of Deeds on Page 10249 Official Records of Klamath County, Oregon ("Lease"), Safeway Stores Incorporated, a Maryland corporation ("Lessee") leased from Ralph G. Coburn, George T. Conklin, Jr., John F. Meck, Et Al, As Trustees Of Hubbard Real Estate Investments A Massachusetts Unincorporated Voluntary Association ("Lessor") certain real property, more particularly described in Exhibit "A", attached hereto and made a part hereof ("Property").
- B. As the successor in interest by merger to Safeway Stores Incorporated, a Maryland corporation, Safeway Inc., a Delaware corporation, is now the Lessee under the Lease.
- C. Safeway Holdings, Inc. a Delaware corporation ("Safeway Holdings"), acquired fee title to the Property by Special Warranty Deed dated June 15, 1983. Said Special Warranty Deed was recorded on July 26, 1983, in Volume M83 of Deeds, page 11910, in the Official Records of Klamath County, Oregon. By virtue of this acquisition, Safeway Holdings became the successor Lessor under the Lease.
- D. As the successor corporation to Safeway Holdings, Inc. a Delaware corporation, Safeway Inc., a Delaware corporation is now the Lessor under the Lease.
- E. This Declaration is to confirm that by virtue of acquiring fee title to the Property, Safeway Inc. holds both the fee and the leasehold interests in and to the Property.
- F. Safeway Inc. now desires to terminate the Lease.

0454DLC

91 DEC 17 PM 3 59

AGREEMENT

NOW THEREFORE, for and in consideration of the covenants herein made, Safeway Inc. does now declare as follows:

TERMS

1. The Lease shall be cancelled and terminated effective as of the date of the recordation of this Declaration ("Cancellation Date").
2. Upon the Cancellation Date, the Lease shall be deemed of no further force and effect.
3. The terms and provisions hereof shall be effective as of the Cancellation Date.
4. Each and all of the covenants and terms of this Declaration shall extend to and bind and inure to the benefit of the successors and assigns of Safeway; that herein the singular number includes the plural and the masculine gender includes feminine and the neuter.

IN WITNESS WHEREOF, Safeway Inc. has executed this Declaration of Lease Cancellation as of the date and year first above written.



SAFEWAY INC.  
(a Delaware corporation)

By Larry D. Scott  
Its Vice President

EXHIBIT A

All that property located in the County of Klamath  
and State of Oregon described as follows:

As to Store #454 (formerly #354):

Parcel 1:

A tract of land situated in Tract 33A Enterprise Tracts subdivision, in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the cased monument marking the Northwest corner of said Section 3; thence S 00°00'30" E along the westerly boundary of said Section 3, 826.8 feet, more or less, to its intersection with a line parallel with and 75 feet distant at right angles northeasterly from the centerline of South Sixth Street as the same is now located and constructed, said parallel line being also the northerly right of way line of said street; thence S 55°52'30" E along said parallel line 1741.84 feet to a 5/8 inch iron pin marking the True Point of Beginning of this description, said point being on the easterly right of way line of Austin Street with the location of said point being in conformance with record of Survey No. 939 filed in the office of the Klamath County Surveyor which contains the original owner's certification of original property corners; thence N 34°07'30" E at right angles to said South Sixth Street and along the easterly right of way line of Austin Street a distance of 250.00 feet to a 5/8 inch iron pin with aluminum cap; thence S 55°52'30" E parallel with South Sixth Street a distance of 310.00 feet to a 5/8 inch iron pin; thence S 34°07'30" W parallel with Austin Street a distance of 250.00 feet to a 5/8 inch iron pin on the northerly right of way line of South Sixth Street; thence N 55°52'30" W along the northerly right of way line of South Sixth Street a distance of 310.00 feet to the True Point of Beginning of this description.

EXHIBIT A (Cont.)

26314

All that property located in the County of Klamath  
and State of Oregon described as follows:

Parcel 2:

A tract of land situated in Tract 33A, Enterprise Tracts Subdivision, in the SE1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:  
Beginning at the cased monument marking the Northwest corner of said Section 3; thence S 0°00'30" E along the Westerly boundary of said Section 3, 826.8 feet, more or less, to its intersection with a line parallel with and 75 feet distant at right angles Northeasterly from the centerline of South Sixth Street as the same is now located and constructed, said parallel line being also the Northerly right of way line of said street; thence S 55°52'30" E along said parallel line 1741.84 feet to a 5/8 inch iron pin marking a point on the Easterly right of way line of Austin Street with the location of said point being in conformance with record of Survey No. 939 filed in the office of the Klamath County Surveyor which contains the original owner's certification of original property corners; thence continuing S 55°52'30" E along said parallel line a distance of 310.00 feet to a 5/8 inch iron pin marking the True Point of Beginning of this description; thence N 34°07'30" E at right angles to South Sixth Street and parallel with Austin Street a distance of 250.00 feet to a 5/8 inch iron pin; thence S 55°52'30" E parallel with South Sixth Street a distance of 141.18 feet to a 5/8 inch iron pin with aluminum cap on the westerly line of that property described in Volume M68 page 4736, Klamath County Deed Records; thence S 34°07'30" W parallel with Austin Street and along the westerly line of the last described property a distance of 250.00 feet to a 5/8 inch iron pin on the northerly right of way line of South Sixth Street, said point being the southwesterly corner of the above described property and from which a cross chiseled in the concrete sidewalk bears S 34°07'30" W 10.00 feet; thence N 55°52'30" W along the northerly right of way line of South Sixth Street a distance of 141.18 feet to the True Point of Beginning of this description. The above described tract of land contains 0.810 acre, more or less, with bearings based on existing deed records.

26315

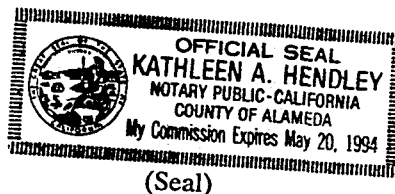
State of California }  
 County of Alameda } SS.

On this 23rd day of September, 1991, before me Kathleen A. Hendley, the undersigned Notary Public, personally appeared Gary D. Scott, known to me or proved to me on the basis of satisfactory evidence to be a Vice President of SAFEWAY INC., the corporation that executed the within instrument, and the officers who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Kathleen A. Hendley  
 Kathleen A. Hendley  
 Notary Public in and for the State of  
 California, with principal office in  
 the County of Alameda.

Comm. Expires 5/20/94



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Safeway Inc.  
 of Dec. A.D., 19 91 at 3:59 o'clock P M., and duly recorded in Vol. M91  
 of Deeds on Page 26311

FEE \$28.00

Evelyn Biehn County Clerk

By Pauline Mulendore