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Recording Requested By  
And When Recorded, Return To:

Stefan H. Cushman, President  
CRE Asset Management, LLC  
104 East 40<sup>th</sup> Street, Suite 906  
New York, NY 10016

Vol M03 Page 67729

State of Oregon, County of Klamath  
Recorded 09/11/03 3:20 p. m  
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Linda Smith, County Clerk  
Fee \$ 36.00 # of Pgs 4

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#524 - Klamath Falls, OR

### Special Warranty Deed

THIS SPECIAL WARRANTY DEED is made as of the 31st day of July, 2003, between **ALBERTSON'S, INC.**, a Delaware corporation ("Grantor"), and **BARRY SWICKLE, TRUSTEE OF THE CUSHMAN FAMILY TRUST A**, whose address is c/o CRE Asset Management, LLC, 104 East 40<sup>th</sup> Street, Suite 906, New York, New York 10016 ("Grantee").

WITNESSETH, Grantor does, by these presents, grant, bargain, sell and convey unto Grantee, its successors and assigns, Grantor's interest in the following described real estate situated in the County of Klamath, State of Oregon, to-wit:

**That certain real property and improvements located thereon, more particularly described on Schedule I attached hereto and by this reference made a part hereof (the "Property").**

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining to Grantor's ownership thereof. And Grantor, its successors and assigns do hereby covenant, promise and agree to and with Grantee, at the delivery of these presents, that they are lawfully seized in their own right and at the time of the execution of this instrument the Property is free from encumbrances done, made or suffered by the Grantor, or any person claiming under Grantor, **subject to any and all easements, restrictions, agreements, taxes not yet due, matters of record, and any and all matters which would be disclosed by a survey or physical inspection of the property and improvements thereon, as of the date of this instrument, parties in possession and regulations, including levies, assessments, water and irrigation rights of Enterprise Irrigation District.**

Grantee is not relying on representations of Grantor, whether oral or written, and Grantee is purchasing the Property "AS IS," "WHERE IS," and "WITH ALL FAULTS AND DEFECTS" except for hazardous materials, if any, that Grantor released in, on or under the Property prior to April 30, 2003 and during Grantor's possession of the Property, and only to the extent that such hazardous materials require remediation by law. The term "hazardous materials" as used herein shall not include asbestos or asbestos containing materials; provided, however, Grantor shall not be released hereunder from

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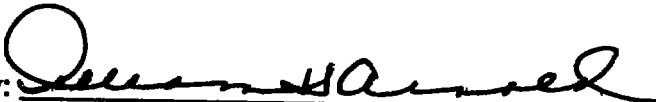
third party claims for asbestos related health problems resulting from Grantor's actions on the Property. Grantee acknowledges and agrees that Grantor has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties whatsoever, whether express or implied, oral or written, concerning the condition or repair of the Property and the improvements.

The actual consideration consists of or includes other property or value given or promised, which is the whole consideration.

**THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.**

**GRANTOR:**

Albertson's, Inc.,  
a Delaware corporation

By: 

William H. Arnold  
Group Vice President,  
Real Estate Law

BU

STATE OF IDAHO

67731

County of Ada

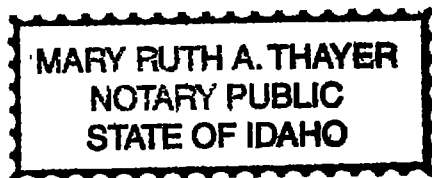
)  
) ss.  
)

On this 31<sup>st</sup> day of July, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared William H. Arnold, to me known to be a Group Vice President, Real Estate Law of Albertson's, Inc., a Delaware corporation, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

Oct. 15, 2005



Mary Ruth A. Thayer  
Notary Public in and for the  
State of Idaho  
Residing at Caldwell, ID

**67732**

**SCHEDULE I**

A tract of land situated in the SW¼NW¼ of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon described as follows:

Commencing at the Westerly one-quarter corner of said Section 2; thence North 89° 44' 52" East 517.06 feet; thence North 00° 20' 15" East 37.91 feet to a point on the Northerly boundary line of State Highway 66; thence North 89° 43' 30" East 166.30 feet; thence North 00° 20' 15" East 196.70 feet to the point of beginning; thence North 05° 06' 40" East 34.24 feet; thence North 00° 15' 00" West 205.91 feet; thence North 89° 43' 30" East 228.48 feet; thence South 00° 06' 39" East 142.53 feet; thence North 89° 43' 30" East 184.10 feet to the Westerly boundary line of Gary Street; thence South 00° 09' 21" West 37.47 feet; thence South 89° 43' 30" West 324.56 feet; thence South 00° 20' 15" West 60.00 feet; thence South 89° 43' 30" West 90.00 feet to the true point of beginning.