

M06-11857

Klamath County, Oregon

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Pages 6 Fee: \$46.00

**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
Phone: (612) 305-2000

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

Space Above This Line for Recorder's Use

(Unit No. 577) (OR)

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 Klamath County, Oregon, 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.

The true and actual consideration for this transfer is not stated in terms of dollars because other property or value was either part or the whole consideration.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST

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PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

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: **Susan McMillan**

Title: **AUTHORIZED SIGNATORY**

This instrument was acknowledged before me on June 2, 2006, by Susan McMillan, as Authorized Signatory of the grantor entity named above.

My commission expires: 1.31.2010



EXHIBIT A

Legal Description

PARCEL 1:

PARCELS 1 AND 3 OF LAND PARTITION 24-98, FILED DECEMBER 14, 1998 IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, SITUATED IN LOTS 1 THROUGH 8 OF BLOCK 1 AND LOTS 1, 2, 3, 8 AND 9 OF BLOCK 2 OF "BAILEY TRACTS NO. 2", AND THE NE 114 SE 114 OF SECTION 2, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL 2:

PARCEL 1 OF LAND PARTITION 15-99, FILED DECEMBER 14, 1998 IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, BEING PARCEL 2 OF "LAND PARTITION 24-98" SITUATED IN LOTS 1 THRU 8 OF BLOCK 1, AND LOTS 1, 2, 3, 8 AND 9 OF BLOCK 2 OF "BAILEY TRACTS NO. 2", BEING IN THE NE 114 SE 114 OF SECTION 2, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL 3:

LOT 9 IN BLOCK 1 OF BAILEY TRACTS NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. EXCEPTING

THEREFROM THAT PORTION CONVEYED TO KLAMATH COUNTY, A POLITICAL SUBDIVISION, BY DEED RECORDED APRIL 2, 1981 IN VOLUME M81 PAGE 5924, DEED RECORDS OF KLAMATH COUNTY, OREGON.

APN: 873700 and 872813 and 521572 and P12435

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.