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2012-001953

Klamath County, Oregon



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RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON REPRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

After Recording Return To:

**Supervalu Inc.
Attn: Wanda Tschirgi
PO Box 20
Boise, ID 83726**

1. Title(s) of the Transaction(s) ORS 205.234(a):

Contracts and Agreements

2. Direct Party/Grantor(s) and address ORS 205.125(1)(b) and ORS 205.160:

**New Albertson's Inc., an Ohio corporation
PO Box 20
250 Parkcenter Boulevard
Boise, ID 83726
Attn: Joel Guth**

3. Indirect Party/Grantee(s) and address ORS 205.125(1)(a) and ORS 205.160:

**Tesoro Refining and Marketing Company
19100 Ridgewood Parkway
San Antonio, TX 78259
Attn: General Counsel**

4. Send Tax Statements To:

n/a

5. True and Actual Consideration:

n/a

F

APN: _____

This Instrument Prepared by and
After Recording Return to:

SUPERVALU INC
Attn. Wanda Tschirgi
P. O. Box 20
Boise, ID 83726

NCS-494263

This Space for Recorder's Use Only
#577- Klamath Falls, OR

AGREEMENT OF RESTRICTIONS

THIS AGREEMENT OF RESTRICTIONS (this "**Agreement**") is made as of the 20th day of January, 2012 ("**Effective Date**") by and between New Albertson's, Inc., an Ohio corporation ("**Albertson's**") and Tesoro Refining and Marketing Company, a Delaware corporation ("**Tesoro**").

Recitals:

A. Albertson's is the owner of that real property legally described on Schedule I (the "**Fuel Center Parcel**") and is the owner of that real property legally described on Schedule II (the "**Supermarket Parcel**"). The Fuel Center Parcel and the Supermarket Parcel are part of a larger property which makes up the shopping center (the "**Shopping Center**").

B. On or about May 2, 2000, Albertson's, Inc., the predecessor of Albertson's, and others entered into that Declaration of Restrictions, Grant of Easements and Common Area Maintenance Agreement, which may have been amended from time to time (collectively, the "**Declaration**"), which original Declaration was recorded on or about May 2, 2000, in Volume M00 Page 15747-15791 with the Klamath County, Oregon Recorder. The Declaration restricts certain uses on the Shopping Center and the Fuel Center Parcel for the benefit of the Supermarket Parcel.

C. Albertson's has entered into an agreement with Tesoro to convey Albertson's interest in the Fuel Center Parcel to Tesoro. In furtherance of that transaction, Albertson's desires to waive certain restrictions imposed by the Declaration against the Fuel Center Parcel, as more thoroughly, and as specifically, set forth in this Agreement.

Agreements:

IN CONSIDERATION of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Albertson's and Tesoro hereby agree to the following:

1. Definition; Recitals and Schedules Incorporated. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Declaration. The foregoing recitals and the attached schedules are hereby incorporated into this Agreement and made a part hereof.

2. Limited Common Area Sales. Albertson's, as owner of the Supermarket Parcel, hereby waives any restriction in the Declaration for the Fuel Center Parcel restricting the display or sale of merchandise located on the sidewalk and under the fuel center canopy.

3. Binding Effect; Assignment. This Agreement shall be binding upon, and shall inure to the benefit of the Fuel Center Parcel. In the event Albertson's sells the Fuel Center Parcel, the purchaser or transferee of the Fuel Center Parcel agrees to be bound by, and shall benefit from, the terms of this Agreement as if it were a party hereto. Similarly, in the event Albertson's sells the Supermarket Parcel, the purchaser or transferee of the Supermarket Parcel agrees to be bound by and shall benefit from the terms of the Agreement as if it were a party hereto.

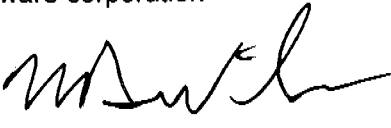
4. Other Provisions. This Agreement shall be effective as of the Effective Date. In the event of conflict between this Agreement and the Declaration this Agreement shall control.

[Signatures on following pages]

The parties hereto have caused this Agreement be duly executed by their duly authorized representatives effective as of the Effective Date.

TESORO:

Tesoro Refining and Marketing Company,
a Delaware corporation

By: 
Name Mark D. Wilson
Title: Authorized Signatory



STATE OF TEXAS)

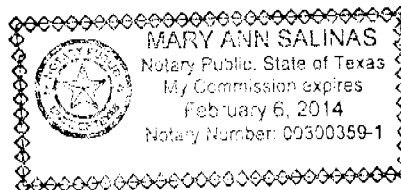
COUNTY OF BEXAR)

) ss:

This instrument was acknowledged before me on January 5, 2012, by Mark D. Wilson, the Authorized Signatory of Tesoro Refining and Marketing Company, a Delaware corporation, on behalf of said corporation.


Title:

My commission expires: 2-6-2014



SCHEDULE I

Fuel Center Parcel legal description

PARCEL 1 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 1/4 SE 1/4 OF SECTION 2, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

and

LOT 9 IN BLOCK 1 OF BAILEY TRACTS NO. 2 ACCODING 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 5824, RECORDS OF KLAMATH COUNTY, OREGON.

SCHEDULE II

Supermarket Parcel legal description

Parcel 1 of Land Partition 15-99 being Parcel 2 of Land Partition 24-98 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, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, being in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 2 Township 39 South Range 9 East of the Willamette Meridian, Klamath County, Oregon.