

2015-004180

Klamath County, Oregon

05/01/2015 11:52:27 AM

Fee: \$82.00

When Recorded, Return To:

Haggen Property North, LLC
2211 Rimland Drive
Suite 300
Bellingham, Washington 98226

DO NOT WRITE ABOVE THIS LINE
FOR RECORDER'S USE ONLY

Klamath Falls, Oregon
Store #1766

**ASSIGNMENT AND ASSUMPTION
OF LEASE**

This ASSIGNMENT AND ASSUMPTION OF LEASE ("**Assignment**") is made as of the 29th day of April, 2015 (the "**Effective Date**"), by and between **Safeway Inc.**, a Delaware corporation ("**Assignor**"), and **Haggen Property North, LLC**, a Delaware limited liability company ("**Assignee**").

RECITALS:

Whereas, this Assignment is executed and delivered pursuant to the terms of that certain Asset Purchase Agreement dated December 10, 2014 (the "**APA**"), by and among Albertson's Holdings LLC, a Delaware limited liability company, Albertson's LLC, a Delaware limited liability company, and Haggen Holdings, LLC, a Delaware limited liability company; and

For and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor desires to assign to Assignee the Lease described in **Schedule I** attached hereto and incorporated herein by this reference including all amendments, modifications, and supplements thereto and security deposits (if any) relating thereto (collectively, the "**Lease**"), and Assignee desires to accept an assignment of the Lease together with all right, title and interest of the Assignor thereunder. The property encumbered by the Lease ("**Leased Premises**") is described on **Schedule II** attached hereto and incorporated herein. The parties agree as follows:

1. Assignor hereby assigns to Assignee, and to Assignee's successors and assigns, all of Assignor's estate, right, title and interest as tenant of the leasehold estate described under the Lease.

2. Assignee hereby accepts said assignment and agrees to assume, perform and discharge all of Assignor's obligations as tenant under the Lease arising from and after the date of this Assignment to the same extent as if the Assignee were named therein as the tenant thereunder.

3. Subject to and in accordance with the terms of the APA, Assignee, at its sole cost and expense, indemnifies, defends and holds harmless Assignor from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action of any kind whatsoever arising out of Assignee's failure to perform all of the obligations required to be performed by the Assignee as tenant under the Lease from and after the date of this Assignment, unless caused by the negligence or willful misconduct of Assignor, its agents, contractors or employees.

4. Subject to and in accordance with the terms of the APA, Assignor, at its sole cost and expense, indemnifies, defends and holds harmless Assignee from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action of any kind whatsoever arising out of Assignor's failure to perform all of the obligations required to be performed by the Assignor as tenant under the Lease prior to the date of this Assignment, unless (a) caused by the negligence or willful misconduct of Assignee, its agents contractors or employees, or (b) related to the condition of the Leased Premises or any hazardous materials located thereon.

5. Each party executing this Assignment represents that he is authorized to do so on behalf of the entity for which he is signing and that his signature binds said entity. This Assignment is binding upon and inures to the benefit of the parties hereto, their successors and assigns. This Assignment shall be recorded in the appropriate public records of the county in which the Leased Premises is located.

6. The terms of the APA, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Lease are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

7. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

8. This Assignment, and the consents thereto, may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument, and shall be effective upon the date first written above.

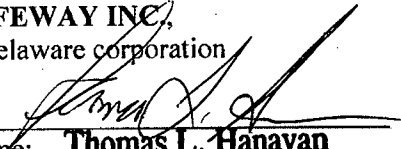
[The remainder of the page is blank; signatures follow.]

Assignment and Assumption of Lease
Store #1766

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

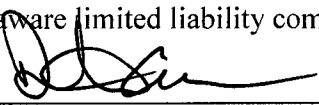
ASSIGNOR:

SAFEWAY INC.,
a Delaware corporation

By: 
Name: **Thomas L. Hanavan**
Title: **Vice President**

ASSIGNEE:

HAGGEN PROPERTY NORTH, LLC,
a Delaware limited liability company

By: 

Name: DERRICK ANDERSON

Title: SECRETARY

List of Schedules:

Schedule I - Lease

Schedule II - Leased Premises

Assignment and Assumption of Lease
Store #1766
(Klamath Falls)

"A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

STATE OF CA)SS
COUNTY OF Alameda)

On March 26, 2015, before me, Angela Parliament, Notary Public,
personally appeared Thomas L. Hansen,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

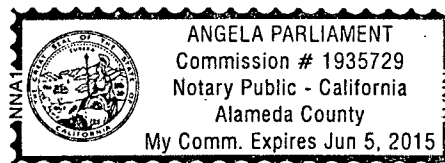
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



My Commission
Expires: 6/5/15



This area for official notarial seal

Notary
Name: ANGELA PARLIAMENT
Notary
Registration Number: 1935729

Notary Phone: 1945/226-5273
County of Principal Place of Business: Alameda

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Store #1766

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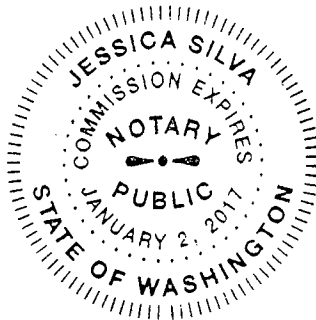
On this 15th day of April, 2015, before me, the undersigned, personally appeared Derrick Anderson, Secretary of Haggen Property North, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person, acted, executed the instrument.

(NOTARIAL SEAL)


Notary Public

My commission expires:

Jan 2, 2017



*Assignment and Assumption of Lease
Store #1766
(Klamath Falls)*

SCHEDULE I
Lease

Ground Lease dated February 16, 2000 between Jefferson Square of Klamath, LLC as Landlord and Safeway Inc. as tenant, for which a Shopping Center Lease (Short Form) was recorded on March 7, 2000 in Volume M00, Page 7302 of the records of Klamath County, Oregon.

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SCHEDULE II

Legal Description, Leased Premises

PARCEL 1 OF LAND PARTITION NO. 48-05, BEING A REPLAT OF A PORTION OF LOTS 35 AND 44 OF ENTERPRISE TRACTS, LOCATED IN THE WEST 1/2 OF THE NW 1/4 OF SECTION 3, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

LESS AND EXCEPT THAT PORTION DEEDED TO THE CITY OF KLAMATH FALLS AND ITS SUCCESSORS AND ASSIGNS ON JULY 15, 2008 IN 2008-10156, RECORDS OF KLAMATH COUNTY, OREGON.

TOGETHER WITH RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT AS DISCLOSED BY DOCUMENT RECORDED DECEMBER 8, 1995 IN VOLUME M95 PAGE 33582, RECORDS OF KLAMATH COUNTY, OREGON.

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