

**2015-004262**

**Klamath County, Oregon**

**05/05/2015 09:12:56 AM**

**Fee: \$62.00**

*After recording return to:*

Haggen Property North, LLC  
c/o Haggen Holdings, LLC  
2211 Rimland Drive,  
Suite 300  
Bellingham, Washington 98226

*Until a change is requested, all tax statements  
shall be sent to the following address:*

Haggen Property North, LLC  
c/o Haggen Holdings, LLC  
2211 Rimland Drive,  
Suite 300  
Bellingham, Washington 98226

**Klamath Falls, Oregon  
Store No. 4395**

### **SPECIAL WARRANTY DEED**

WITNESSETH THAT, as of the 1<sup>st</sup> day of May, 2015, SAFEWAY INC., a Delaware corporation ("**Grantor**"), having an address of 5918 Stoneridge Mall Road, Pleasanton, California 94588, for the consideration set forth below to it in hand paid by HAGGEN PROPERTY NORTH, LLC, a Delaware limited liability company ("**Grantee**"), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, whose address is 2211 Rimland Drive, Suite 300, Bellingham, the real property described on **Exhibit "A"** attached hereto and made part hereof, together with all of Grantor's right, title and interest in and to adjacent streets, alleys and rights-of-way (the "**Property**").

The true consideration for this conveyance is \$ 1,441,221.00.

This conveyance is expressly made and accepted subject to (1) real estate taxes and general or special assessments that are not delinquent as of the date of this Special Warranty Deed, (2) all liens, encumbrances, easements, covenants, conditions, and restrictions of record, (3) all matters that would be revealed or disclosed in an accurate survey of the Property, and (4) zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment of the Property (the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, forever, subject to the Permitted Exceptions, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the Property unto Grantee, its successors

*Special Warranty Deed (Oregon)  
Store #4395*

and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[Signature Page to Follow]

EXECUTED as of the date first above written.

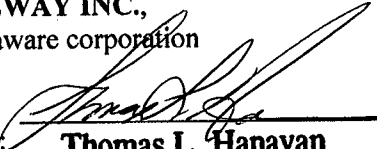
GRANTOR:

**SAFEWAY INC.,**  
a Delaware corporation

By:

Name:

Title:

  
**Thomas L. Hanavan**  
**Vice President**

*Special Warranty Deed (Oregon)*  
Store #4395

CHI 65700674

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

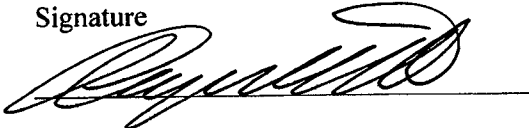
COUNTY OF Alameda SS

On March 20, 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.

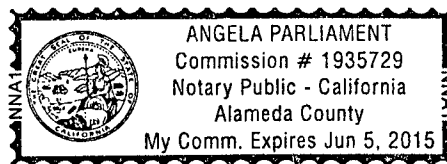
WITNESS my hand and official seal.

Signature



My Commission

Expires: 6/5/15



*This area for official notarial seal*

Notary

Name: ANGELA PARLIAMENT

Notary

Registration Number: 1935729

Notary Phone: (925) 326-5273

County of Principal Place of Business: Alameda

**EXHIBIT A**

**LEGAL DESCRIPTION**

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 12 OF THE ORIGINAL TOWN OF KLAMATH FALLS FORMERLY LINKVILLE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.