

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That ALBERTSON'S, INC., a corporation duly organized and existing under the laws of the State of Nevada, Grantor, in consideration of Three hundred three thousand two hundred fifty and no/100 Dollars (\$ 303,250.00), the true and actual consideration which is hereby verified as correct, to it paid by SIXTH CHELTENHAM PROPERTIES, INC., a Delaware corporation, Grantee, does hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, all the following real property, with the tenements, hereditaments and appurtenances situated in the County of Klamath, State of Oregon, bounded and described as follows, to-wit:

A tract of land situated in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at the West one-quarter corner of said Section 2, said point being marked by a brass plug in a capped monument which is 1.60 feet North of the centerline of State Highway 66 (South Sixth Street); thence

North 89° 44' 52" East along the East-West centerline of said Section 2 (this is the bearing to the center one-fourth corner of said Section 2 which is monumented by a bolt in the pavement that is 1.20 feet North of the centerline of said highway) a distance of 517.06 feet; thence

North 0° 20' 15" East a distance of 37.91 feet to a one-half inch iron pin on the true point of beginning, of this description, said point being on the Northerly line of State Highway 66, as relocated a distance of 40.00 feet at right angles to the centerline of said highway, said point also being on the Westerly line of the Bennington property as described in Deed Volume 331 at page 402, Klamath County Deed Records; thence

North 89° 43' 30" East along the Northerly line of Highway 66 as relocated a distance of 40.00 feet at right angles to the centerline of said highway a distance of 166.30 feet to a 5/8 inch iron pin on the Easterly line of said Bennington property and the Westerly line of the Peace Memorial Presbyterian Church property as described in Deed Volume 317 at page 491, Klamath County Deed Records; thence

North 0° 20' 15" East along the last described line a distance of 196.70 feet to a 5/8 inch iron pin; thence

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North 05° 06' 40" East a distance of 34.24 feet; thence
North 00° 15' 00" East a distance of 205.91 feet; thence
South 89° 43' 30" West a distance of 155.57 feet; thence
South 00° 14' 10" East a distance of 205.89 feet; thence
South 17° 20' 35" West a distance of 46.27 feet; thence
South 00° 20' 15" West a distance of 186.70 feet to the

true point of beginning.
Said parcel of land containing approximately 1.611 acres.
Together with a non-exclusive easement which is hereby created
by Grantor for ingress, egress and traveling by vehicular or
pedestrian travel over and across the herein mentioned des-
cribed easement area and for utility and service line over,
under and across that said certain easement area situated
in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 2, Township 39 South, Range 9 East
of the Willamette Meridian, more particularly described as
follows:

Commencing at the West one-quarter corner of said Section 2;
thence

North 89° 44' 52" East, 517.06 feet; thence

North 00° 20' 15" East, 224.61 feet; thence

North 17° 20' 35" East, 46.27 feet to the Southwest corner
of an existing building; thence along the Westerly
face of said building North 00° 14' 10" West 123.96
feet to the Northwest corner of said building; thence

Continuing North 00° 14' 10" West 30.00 feet to the true
point of beginning; thence

South 89° 43' 30" West 148.30 feet to the Easterly boundary
line of Etna Street; thence

North 00° 20' 15" East 20.00 feet; thence

Leaving the Easterly boundary line of Etna Street
North 89° 43' 30" East 148.10 feet; thence

South 00° 14' 10" East 20.00 feet to the true point of
beginning. Situate in Klamath County, Oregon.

Said Easement is not only for the benefit of the real property
herein conveyed and its owners, but is also for the benefit of
the real property hereinafter mentioned in paragraph number 13,
as the easterly adjoining property and its owners, and may be
used in conjunction with and for the benefit of the easement,
its purposes, areas and uses mentioned in paragraph 12. Said
Easement is subject to any matters of record and title.

TO HAVE AND TO HOLD the above described and granted premises
unto the Grantee, its successors and assigns forever.

And, the Grantor does covenant that it is lawfully seized in fee simple of the above granted premises free and clear of all encumbrances, except:

1. Regulations, contracts, easements, and water and irrigation rights in connection with Klamath Project and/or Enterprise Irrigation District.
2. The property is situated in the South Suburban Sanitary District.
3. Right-of-Way, including the terms and provisions thereof, from Grace Wells, single, to Pacific Power and Light Company, dated December 6, 1941, recorded December 10, 1941, in Deed Volume 143 at page 160, Deed Records of Klamath County, Oregon.
4. Overhang Easement, including the terms and provisions thereof, from A. O. Broyles, etux, to Pacific Power and Light Company, recorded February 29, 1956, in Deed Volume 281 at page 246, Records of Klamath County, Oregon.
5. Grant of Right-of-Way, including the terms and provisions thereof, given by The Presbytery of Southwest Oregon, a non-profit corporation, to the California Oregon Power Company, a California Corporation, dated January 14, 1956, recorded February 29, 1956, in Deed Volume 281 at page 242, Records of Klamath County, Oregon.
6. A 5 foot Easement for slopes and irrigation facilities along the South boundary of the herein described property, and limited access, including the terms and provisions thereof, contained in an instrument recorded June 30, 1964, in Deed Volume 354 at page 202, Records of Klamath County, Oregon.
7. Easement and limited access, including the terms and provisions thereof, taken in Case No. 64-118, Equity, Oregon State Highway Commission vs. James H. Bennington, etal, in the Circuit Court of the State of Oregon for Klamath County.
8. Terms and provisions of easement between Peace Memorial Presbyterian Church, etal, and Albertson's, Inc., a Nevada Corporation, recorded August 19, 1964, in Deed Volume 355 at page 427, Records of Klamath County, Oregon.
9. Easement for ingress and egress and Parking Agreement, including the terms and provisions thereof, between Albertson's, Inc., a Nevada Corporation, and Peace Memorial Presbyterian Church and The Presbytery of Southwest Oregon, dated July 28, 1964, recorded February 14, 1968 in M-68 at page 1140.
10. An Easement for electrical transmission lines created by instrument, including the terms and provisions thereof, dated November 8, 1965, recorded November 24, 1965, in M-65 at page 4069 in favor of Pacific Power & Light Company.

11. Grantor reserves to itself, its successors and assigns, and for the benefit of the Westerly adjoining property, hereinbelow described, the right in common with Grantee of mutual ingress and egress by vehicular or pedestrian traffic over and across the common adjoining boundary line between the premises herein conveyed and the Westerly adjoining property, except where any building is or may be located, and further, neither the Grantee nor Grantor shall erect any barricades or fences now or in the future which will prevent or hinder such ingress and egress. AND FURTHER the Grantor reserves to itself, its successors and assigns, and for the benefit of the Westerly adjoining property the right at any time, at each one's respective cost and expense and each respectively shall repair any property damages caused thereby to the hereinafter mentioned Party Wall, to join and build onto and use as Party Wall the Westerly wall of the Albertson's Food Center Building situate on the herein conveyed premises. If the owners of the said Westerly adjoining property, now or in the future, use, join or build onto the said Party Wall, said owners shall repair any damage or injury to the Party Wall arising therefrom or from any such owners demolishing or removing any building on said Westerly adjoining property, AND FURTHER, said owners shall not use the Party Wall in any manner or for any purposes that will damage, injure or in any manner whatsoever adversely affect the building on the property herein conveyed.

Said Westerly adjoining property is described as:

A tract of land situated in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the west one-quarter corner of said Section 2, said point being marked by a brass plug in a capped monument which is 1.60 feet north of the centerline of State Highway 66 (South Sixth Street); thence

North 89° 44' 52" East along the east-west centerline of said Section 2 (this is the bearing to the center one-fourth corner of said Section 2 which is monumented by a bolt in the pavement that is 1.20 feet North of the centerline of said highway) a distance of 517.06 feet; thence

North 00° 20' 15" East a distance of 37.91 feet to a one-half inch iron pin on the northerly line of State Highway 66 to be relocated a distance of 40.00 feet at right angles to the centerline of said highway, said point also being on the westerly line of the Bennington property as described in Deed Volume 331, Page 402, Klamath County Deed Records; thence

North 00° 20' 15" East along the westerly line of said Bennington property a distance of 186.70 feet to a

5/8 inch iron pin marking the True Point of Beginning of this description; thence

South 89° 43' 30" West a distance of 136.30 feet to a 5/8 inch iron pin on the easterly right-of-way line of Etna Street; thence

North 00° 20' 15" East along said easterly right-of-way line 250.00 feet to the northerly line of that tract of land described in Deed Volume 353, Page 398, Klamath County Deed Records; thence

North 89° 43' 30" East along said northerly line a distance of 147.78 feet; thence

South 00° 14' 10" East a distance of 81.93 feet to the northwesterly corner of the Albertson's Food Center building; thence

Continuing South 00° 14' 10" East along the edge of the west wall of said building a distance of 123.96 feet to the southwesterly corner thereof; thence

South 17° 20' 35" West a distance of 46.27 feet to the True Point of Beginning of this description.

Grantor reserves to itself, its successors and assigns, and for the benefit of the Westerly adjoining property, the right to reasonably use in common with Grantee any areas of the herein conveyed property that may now and in the future, except any areas where any buildings may from time to time be located, be kept and maintained for parking and vehicular and pedestrian ingress, egress and traveling. Grantor hereby grants to Grantee, its successors and assigns, and for the benefit of the property herein conveyed, the right to reasonably use in common with Grantor any areas of the Westerly adjoining property that may now and in the future, except any areas where any buildings may from time to time be located, be kept and maintained for parking and vehicular and pedestrian ingress, egress and traveling.

12. A non-exclusive Easement which is hereby created by Grantor for ingress, egress and traveling by vehicular or pedestrian travel over and across the herein mentioned described easement area and for utility and service lines under, over and across that said certain easement area situated in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Commencing at the West one-quarter corner of said Section 2; thence

North 89° 44' 52" East 517.06 feet; thence

North 00° 20' 15" East 224.61 feet; thence

North 17° 20' 35" East, 46.27 feet to the Southwest corner of an existing building; thence

Along the westerly face of said building North 00° 14' 10" West, 123.96 feet to the northwest corner of said building; thence

Continuing North 00° 14' 10" West, 35.00 feet to the True Point of Beginning; thence

Continuing North 00° 14' 10" West, 15.00 feet; thence

North 89° 42' 45" East, 155.58 feet; thence

South 00° 15' 00" East, 15.00 feet; thence

South 89° 42' 45" West, to the True Point of Beginning. Situate in Klamath County, Oregon.

The said easement is for the common benefit of the Grantee, its successors and assigns, and the property herein conveyed, and for the benefit of the said real property below mentioned in item 13 as the Easterly adjoining property and the owners thereof. Said Easement is subject to any matters of record and title.

13. Grantor reserves to itself, its successors and assigns, and for the benefit of the Easterly adjoining property, hereinbelow described, the right in common with Grantee of mutual ingress and egress by vehicular or pedestrian traffic over and across the common adjoining boundary line between the premises herein conveyed and the Easterly adjoining property, except where any building is or may be located, and further, neither the Grantee nor Grantor shall erect any barricades or fences now or in the future which will prevent or hinder such ingress and egress. AND FURTHER the Grantor reserves to itself, its successors and assigns, and for the benefit of the Easterly adjoining property the right at any time, at each one's respective cost and expense and each respectively shall repair any property damages caused thereby to the hereinafter mentioned Party Wall, to join and build onto and use as Party Wall the Easterly wall of the Albertson's Food Center building situate on the herein conveyed premises. If the owners of the said Easterly adjoining property, now or in the future, use, join or build onto the said Party Wall, said owners shall repair any damage or injury to the Party Wall arising therefrom or from any such owners demolishing or removing any building on said Easterly adjoining property, AND FURTHER, said owners shall not use the Party Wall in any manner or for any purposes that will damage, injure or in any manner whatsoever adversely affect the building on the property herein conveyed.

Said Easterly adjoining property is described as:

A tract of land situated in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the west one-quarter corner of said Section 2, said point being marked by a brass plug in a capped monument which is 1.60 feet North of the centerline of State Highway 66 (South Sixth Street); thence

North 89° 44' 52" East along the east-west centerline of said Section 2 (this is the bearing to the center one-fourth corner of said Section 2 which is monumented by a bolt in the pavement that is 1.20 feet north of the centerline of said highway) a distance of 517.06 feet; thence

North 00° 20' 15" East a distance of 37.91 feet to a one-half inch iron pin on the northerly line of State Highway 66 to be relocated a distance of 40.00 feet at right angles to the centerline of said highway, said point also being on the Westerly line of the Bennington property as described in Deed Volume 331, Page 402, Klamath County Deed Records; thence

North 89° 43' 30" East along said northerly right-of-way line a distance of 166.30 feet to a point on the westerly line of the Peace Memorial Presbyterian Church property as described in Deed Volume 317, Page 491, Klamath County Deed Records; thence

North 00° 20' 15" East along said westerly line a distance of 196.70 feet to the True Point of Beginning of this description; thence

North 89° 43' 30" East a distance of 90.00 feet; thence

North 00° 20' 15" East a distance of 60.00 feet to the southerly line of that tract of land described in Deed Volume 353, Page 398, Klamath County Deed Records; thence

North 89° 43' 30" East along said southerly line a distance of 140.63 feet to the southeasterly corner thereof; thence

North 00° 06' 39" West along the easterly line of said property a distance of 180.00 feet to the north-easterly corner thereof; thence

South 89° 43' 30" West along the northerly line of said property a distance of 228.48 feet; thence

South 00° 15' 00" East a distance of 81.90 feet to the northeasterly corner of the Albertson's Food Center building; thence

Continuing South 00° 15' 00" East along the edge of the east wall of said building a distance of 124.01 feet to the southeasterly corner thereof; thence

South 05° 06' 40" West a distance of 34.24 feet to the True Point of Beginning of this description.

Grantor reserves to itself, its successors and assigns, and for the benefit of the Easterly adjoining property, the right to reasonably use in common with Grantee any areas of the herein conveyed property that may now and in the future, except any areas where any buildings may from time to time be located, be kept and maintained for parking and vehicular and pedestrian ingress, egress and traveling. Grantor hereby grants to Grantee, its successors and assigns, and for the benefit of the property herein conveyed, the right to reasonably use in common with Grantor any areas of the Easterly adjoining property that may now and in the future, except any areas where any buildings may from time to time be located, be kept and maintained for parking and vehicular and pedestrian ingress, egress and traveling.

14. Subject to any utility or service lines that are or may be permitted to serve the herein conveyed premises.

15. Subject to the effect, if any, of Quitclaim Deeds dated February 19, 1968, by Albertson's, Inc., to Peace Memorial Presbyterian Church.

And that it will and its successors shall, warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever.

DONE BY ORDER of the Board of Directors with the seal of said corporation, this 1st day of April, 1968.

ALBERTSON'S, INC.

By: Pamela W. Mauer
Vice President

Attest: Minnie O. Armstrong
Secy. Secretary

STATE OF IDAHO }
County of Ada } ss.

On this 24th day of April, A.D., 1968, before me,
appeared Paul W. Mouser and Minnie O. Armstrong, both
to me personally known, who being duly sworn did say that he, the
said Paul W. Mouser is the President, and she the said Minnie
O. Armstrong is the Asst. Secretary of ALBERTSON'S, INC., the within
named corporation, and that the seal affixed to said instrument
is the corporate seal of said corporation, and that the said
instrument was signed and sealed in behalf of said corporation,
by authority of its Board of Directors, and said Paul W. Mouser and
Minnie O. Armstrong acknowledged said instrument to be the
free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal, this the day and year first in this, my certi-
ficate, written.

Rosalie J. Josephson
Notary Public for Idaho
Residing at Boise, Idaho

My Commission Expires:

7-25-71

Return to
Transamerica Title Insurance Co.
6th & Main

STATE OF OREGON, }
County of Klamath } ss
Filed for record at request of
Transamerica Title Ins. Co.
on this 24 day of April A. D. 1968
at 8:30 o'clock A.M. and duly
recorded in Vol. M68 of Deeds
Page 3178-3186
DOROTHY ROG A', Count Clerk
By Cynthia [Signature] Deputy
Fee \$13.50