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AGREEMENT

VOL 167 PAGE 3040

THIS AGREEMENT, Made and entered into this 12th day of February ¹⁹⁶⁹ ~~1968~~, by and between SOUTH SUBURBAN SANITARY DISTRICT, a municipal corporation organized under the provisions of Chapter 450 Oregon Revised Statutes, herein called "district", and SAFEWAY STORES, INC., a corporation, herein called "Safeway";

W I T N E S S E T H:

WHEREAS, district owns a sanitary sewer main located within the boundaries of Pershing Way, a vacated street in the City of Klamath Falls, Oregon, and

WHEREAS, district's right of way for said sewer main was reserved which is included in the property owned by Safeway to it upon the vacation of said Pershing Way; and

WHEREAS, Safeway is the owner of that certain parcel of real property designated as Tax Lot 60, being a portion of Tract 33A, which real property includes said vacated Pershing Way Enterprise Tracts Subdivision of Klamath County, Oregon; and

~~WHEREAS, the sanitary sewer main mentioned above is located on said real property belonging to Safeway.~~

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter contained on the part of each of the parties to be kept and performed, it is agreed as follows:

1. Contemporaneously herewith Safeway grants to district by separate instrument a right of way and easement along and across the above-mentioned real property for the construction, maintenance and repair of a ^{new} sanitary sewer main.

2. District assigns, sells, grants and quitclaims to Safeway all of its right, title and interest in and to the existing right of way for sanitary sewer main across the vacated portion of Pershing Way. ^{PORTION TO BE ABANDONED}

3. District covenants and agrees to construct upon the right of way mentioned in Paragraph 1 above, a new sanitary sewer main to service Safeway's property mentioned above and other property in that area, title to said sewer main to remain in district.

4. It is further understood and agreed that all direct charges,

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and costs incurred by district in the relocation and construction of said sewer main, including engineering costs, shall be paid to district by Safeway upon being billed therefor.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first hereinabove written.

SOUTH SUBURBAN SANITARY DISTRICT

By [Signature]
Secretary

SAFEWAY STORES, INCORPORATED
(a Maryland corporation)

By [Signature]
Assistant Vice President

By [Signature]
Assistant Secretary

STATE OF OREGON }
County of KLAMATH } ss.

Personally appeared M. D. GUNDERSON, who, being first duly sworn, did say that he is the Secretary of SOUTH SUBURBAN SANITARY DISTRICT, a municipal corporation, and that the foregoing agreement was signed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said Agreement to be its voluntary act and deed.

Before me this 3rd day of January, 1968.

[Signature]
NOTARY PUBLIC FOR OREGON
My commission expires 19 Jan 1971

STATE OF CALIFORNIA }
County of ALAMEDA } ss.

Personally appeared E. B. HULTING, JR. and GORDON W. JONES, who, being first duly sworn, did say that they are the Ass't Vice president and Assistant secretary of SAFEWAY STORES, INC., a corporation, and that the foregoing Agreement was signed in behalf of said corporation by authority of its Board of Directors, and they acknowledged said Agreement to be its voluntary act and deed. *INCORPORATED

Before me this 12th day of February, 1969.



KATHRYN A. BARTLETT
Notary Public in and for said
County and State

My commission expires 12/5/72

for record at request of Klamath Co. Title Co.
this 24th day of April, A.D. 1969 at 9:30 o'clock P.M. and 34
duly recorded in Vol. 1067, of Books, on Page 3040

(Agreement - 2)

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By Wm. D. Milne County Clerk
Charles E. Hardman Deputy