

OK

45201

QUITCLAIM DEED—STATUTORY FORM Vol. m 72 Page 11039

CORPORATE GRANTOR

Oregon, California & Eastern Railway Company & Weyerhaeuser Company
 a corporation duly organized and existing under the laws of the State of Oregon, Grantor,
 releases and quitclaims to Sessler Metals, Inc., 2933 Hilyard Avenue, City of Klamath Falls,
 County of Klamath, State of Oregon

Grantee, all right, title and interest in and to the following described real property,
 situated in Klamath County, Oregon, to-wit:

A parcel of land situated in the SW1/4 SW1/4 of Section 03, Township 39 South,
 Range 09 East of the Willamette Meridian, more particularly described:

That portion of railroad right-of-way fifteen feet on either side of the center
 line beginning on the north boundary of Hilyard Avenue at station 32 + 90 thence
 north for a distance of 615 feet and ending at station 26 + 75⁵⁴ being 75 feet
 north of the Sessler spur switch, complete with appurtenances of rails and ties.
 (See attached Exhibit "A").

To have and to hold, all and singular the described property, together with the
 tenements, hereditaments, and appurtenances belonging to such property to transferee,
 (IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE) (OVER)

The true consideration for this conveyance is \$ (Here comply with the requirements of ORS 93.030)
 Ten dollars and other valuable consideration

Done by order of the grantor's board of directors with its corporate seal affixed on May 12, 1992.

THIS INSTRUMENT WILL 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 APPROVED USES. (CORPORATE SEAL)

Oregon, California & Eastern Railway Company

By D.C. Williams President

By John D. Monfore Asst. Secretary

May 12, 1992

STATE OF OREGON, County of Klamath) ss.
 Personally appeared D.C. Williams

who, each being first duly sworn, did say that the former is the
 Assistant secretary of Oregon, California & Eastern Railway Company

and John D. Monfore
 president and that the latter is the

a corporation, and that the seal affixed to the foregoing instrument
 is the corporate seal of the corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its
 board of directors and that the undersigned is a duly qualified and authorized Notary Public for Oregon, My commission expires MAR. 1, 1996

(Official Seal)

MARJORIA L. ELSBORN
 NOTARY PUBLIC-OREGON
 COMMISSION NO. 013515

MY COMMISSION EXPIRES MAR. 1, 1996

Before me:

Notary Public for Oregon; My commission expires: 3/1/96

QUITCLAIM DEED

OC&E Railway & Weyerhaeuser Co.
 Sessler Metals, Inc.
 2933 Hilyard Avenue
 Klamath Falls, OR 97603
 GRANTEE'S ADDRESS, ZIP

After recording return to:

Sessler Metals, Inc.
 2933 Hilyard Avenue
 Klamath Falls, OR 97603

NAME, ADDRESS, ZIP

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

Sessler Metals, Inc.
 2933 Hilyard Avenue
 Klamath Falls, OR 97603

NAME, ADDRESS, ZIP

SPACE RESERVED
 FOR
 RECORDER'S USE

STATE OF OREGON,

County of

I certify that the within instru-
 ment was received for record on the
 day of , 19 ,
 at o'clock M., and recorded
 in book/reel/volume No. on
 page or as fee file instru-
 ment/microfilm/reception No.
 Record of Deeds of said county.

Witness my hand and seal of
 County affixed.

NAME

TITLE

By Deputy

and transferees' heirs and assigns forever.

This Quitclaim Deed is made in conjunction with the indemnification and hold harmless agreement which is attached hereto and incorporated herein by this reference. (See attached Exhibit "B")

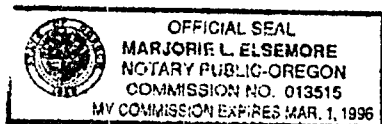
DATED: May 12, 1992

WEYERHAEUSER COMPANY

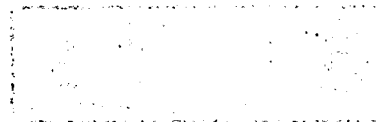
Michael A. Lyders
BY: Director - Transportation
Title

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared Michael A. Lyders who, being first duly sworn, did say that he is the Dir. of Transportation of Weyerhaeuser Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation.



Marjorie L. Elsemore
Notary Public of Oregon
My commission expires: 3/1/96



11041

MARYLAND

AVALON STREET

AVE.

HILYARD

26+75 54

27+26 38

153' R.R. portion

79'

100'

To O.C. & E. Main Line

7

8

9

30

15 15

1

2

32+90 End O.C. & E.
G.N. RY. CO.

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Agreement made this 21st day of MAY, 1992, between Sessler Metals, Inc., a corporation organized and existing under the laws of the State of Oregon with its principal place of business at 2933 Hilyard Avenue, City of Klamath Falls, County of Klamath, State of Oregon, herein referred to as indemnitor, and Oregon, California & Eastern Railway Company and Weyerhaeuser Company, herein referred to as indemnitees.

Indemnitor assumes and will undertake all expenses and costs for repairs to that portion of the railroad right-of-way set forth in the Quitclaim Deed to which this agreement is attached as may be necessary for use by Indemnitor as to the spur track described as follows:

A parcel of land situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 03, Township 39 South, Range 09 East of the Willamette Meridian, more particularly described:

That portion of railroad right-of-way fifteen feet on either side of the center line beginning on the north boundary of Hilyard Avenue at station 32 + 90 thence north for a distance of 615 feet and ending at station 26 + 75⁵⁴ being 75 feet north of the Sessler spur switch, complete with appurtenances of rails and ties. (See attached Exhibit "A")

Indemnitor further assumes the risk of all damages, loss, costs and expenses and agrees to hold harmless Oregon, California & Eastern Railway Company and Weyerhaeuser Company and their officers, agents and employees from and against any and all liability, damage, loss, costs and expenses related to use, maintenance, repair or operations by Indemnitor.

Indemnitor shall fully indemnify Indemnitees against all

claims, demands, or causes of action asserted against indemnitees by any other person, firm or corporation on account of damages or injury caused by maintenance, use, repair or maintenance of the spur track above described. Indemnitor shall defend, at indemnitor's expense, any litigation arising from the use of the spur track and the operations of the rolling stock.

IN WITNESS WHEREOF, the parties have executed this agreement at 7:30 A. M. the day and year first above written.

SESSLER METALS, INC.

OREGON, CALIFORNIA & EASTERN
RAILWAY COMPANY

By: Charles S. Kujawski

By: W. P. Williams

WEYERHAEUSER COMPANY

By: Jim Monfere

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 21st day
of May A.D., 19 92 at 11:59 o'clock A M. and duly recorded in Vol. M92
of _____ Deeds on Page 11039

FEE \$50.00
cc 3.00

Evelyn Biehn- County Clerk

By Quinn M. Anderson

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT -2-

EXHIBIT 8