

UNLESS A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO COLUMBIA FOREST PRODUCTS - COLUMBIA PLYWOOD AT: P.O. Box 1780, Klamath Falls, Oregon 97601

After recording, this Deed shall be delivered to: COLUMBIA FOREST PRODUCTS - COLUMBIA PLYWOOD, P. O. Box 1780, Klamath Falls, Oregon 97601

### QUITCLAIM DEED

The true consideration for this conveyance is Six Thousand One Hundred and No/100 Dollars (\$6,100.00). THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation, (formerly Burlington Northern Railroad Company), of 2650 Lou Menk Drive, Fort Worth, Texas 76131-2830, hereinafter called "Grantor", releases and quitclaims, without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, to COLUMBIA FOREST PRODUCTS - COLUMBIA PLYWOOD, a North Carolina corporation, of P.O. Box 1780, Klamath Falls, Oregon 97601, hereinafter called "Grantee", all right, title and interest in and to the real property situated in Klamath County, Oregon, hereinafter called "Property", described as follows:

A strip of land situated in Government Lot 1 of Section 18, Township 39 South, Range 9 East, W. M., Klamath County, Oregon, described as follows, to-wit:

Commencing at the Northwest corner of said Government Lot 1; thence South 89° 27' East along the North line of said Government Lot 1 a distance of 736.7; thence South 24° 00' East, along a line hereinafter referred to as "Line A", a distance of 51.08 feet, more or less, to a point 26.5 feet distant Southeasterly, measured radially from the centerline of The Burlington Northern and Santa Fe Railway Company's Lead Track, as now located and constructed, and the True Point of Beginning; thence Southwesterly along a line drawn concentric and parallel with said Lead Track centerline a distance of 1,160 feet, more or less, to the intersection with a line drawn parallel with and distant 50.0 feet Northeasterly, as measured at right angles from the centerline of U. S. Highway 97 (Dalles-California Highway); thence Northwesterly along the last described parallel line 30 feet, more or less, to a point being 8.5 feet Southeasterly, as measured at right angles from said Lead Track centerline; thence Northeasterly along a line drawn concentric and parallel with said Lead Track centerline a distance of 1,185 feet, more or less, to the intersection with the North line of said Government Lot 1; thence South 89° 27' East along the North line of said Government Lot 1 to the intersection with a line drawn parallel with and distant 20.0 feet Southeasterly, as measured at right angles from said Lead Track centerline; thence Southwesterly along the last described parallel line 50 feet, more or less, to the intersection with said "Line A"; thence South 24° 00' East, 7 feet, more or less, to the True Point of Beginning.

**ALSO,**

A parcel of land situated in said Government Lot 1 of Section 18, Township 39 South, Range 9 East, W. M., Klamath County, Oregon, described as follows, to-wit:

Commencing at the intersection of said Lead Track centerline with the South line of said Government Lot 1 at a point distant 220.7 feet Easterly from the Southwest corner of said Government Lot 1; thence Northeasterly along said Lead Track centerline 330.2 feet; thence Northwesterly radially to said Lead Track centerline 9.0 feet to the most Southerly corner of that certain tract of land described in deed from Great Northern Railway Company to Klamath Door Co. dated November 17, 1950, and the True Point of Beginning; thence continuing Northwesterly radially to said Lead Track centerline 41.0 feet; thence Southwesterly parallel with said Lead Track centerline to the intersection with a line drawn parallel with and distant 50.0 feet Northeasterly, as measured at right angles from the centerline of U. S. Highway 97 (Dalles-California Highway); thence Southeasterly along the last described parallel line 60 feet, more or less, to a point being 9.0 feet Northwesterly, as measured radially from said Lead Track centerline; thence Northeasterly along a line drawn concentric with said Lead Track centerline 70 feet, more or less, to the True Point of Beginning.

**SUBJECT**, however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise.

**EXCEPTING AND RESERVING**, unto Grantor, its successors and assigns, all of the coal, oil, gas, casing-head gas and all ores and minerals of every kind and nature, including sand and gravel underlying the surface of the Property herein conveyed, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage structures on the surface of the Property herein conveyed, together with the right of access at all times to exercise said rights.

Grantee has been allowed to make an inspection of the Property and has knowledge as to the past use of the Property. Based upon this inspection and knowledge, Grantee is aware of the condition of the Property and **GRANTEE ACKNOWLEDGES THAT GRANTEE IS PURCHASING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM GRANTOR AS TO ANY MATTERS CONCERNING THE PROPERTY**, including the physical condition of the Property and any defects thereof, the presence of any hazardous substances, wastes or contaminants in, on or under the Property, the condition or existence of any of the above ground or underground structures or improvements in, on or under the Property, the condition of title to the Property, and the leases, easements or other agreements affecting the Property. Grantee is

aware of the risk that hazardous substances and contaminants may be present on the Property, and indemnifies, holds harmless and hereby waives, releases and discharges forever Grantor from any and all present or future claims or demands, and any and all damages, loss, injury, liability, claims or costs, including fines, penalties and judgments, and attorney's fees, arising from or in any way related to the condition of the Property or alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any hazardous substances or contaminants in, on or under the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) capital expenditures necessary to cause the Grantor's remaining property or the operations or business of the Grantor on its remaining property to be in compliance with the requirements of any Environmental Law, (c) Losses for injury or death of any person, and (d) Losses arising under any Environmental Law enacted after transfer. The rights of Grantor under this section shall be in addition to and not in lieu of any other rights or remedies to which it may be entitled under this document or otherwise. This indemnity specifically includes the obligation of Grantee to remove, close, remediate, reimburse or take other actions requested or required by any governmental agency concerning any hazardous substances or contaminants on the Property.

The term "Environmental Law" means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law.

The term "Hazardous Substance" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. 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 AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, forever.

37735

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed by its authorized representative, attested by its Assistant Secretary, and its corporate seal to be affixed hereto on the 31<sup>ST</sup> day of October, 1997.

THE BURLINGTON NORTHERN  
AND SANTA FE RAILWAY  
COMPANY

By: D. P. Schneider  
D. P. Schneider  
General Director Real Estate



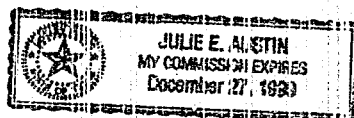
ATTEST:

By: Margaret R. Aclin  
Margaret R. Aclin  
Assistant Secretary

STATE OF TEXAS )

COUNTY OF TARRANT )

On this 31<sup>ST</sup> day of October, 1997, before me personally appeared D. P. Schneider and Margaret R. Aclin, who, being duly sworn, each for himself and not one for the other, did say that the former is the General Director Real Estate and the latter is the Assistant Secretary of The Burlington Northern and Santa Fe Railway 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 in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.



Before me: Julie E. Austin  
Notary Public for State of Texas

My commission expires: 12/27/98

**FORM APPROVED BY LAW**

APPROVED LEGAL	DA
APPROVED FORM	BRJ
APPROVED	REN

STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for record at request of Burlington Northern et al the 17th day  
of November A.D., 19 97 at 1:12 o'clock P. M., and duly recorded in Vol. 1497  
of Deeds on Page 37732

FEE \$45.00  
2.00 copies

By: Bernetha G. Letsch, County Clerk  
Kathleen Rose