

UNLESS A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE KENNETH AND WILLA THOMPSON FAMILY TRUST AT: 1933 SOUTH 6TH STREET, KLAMATH FALLS, OREGON 97601

After recording, this Deed shall be delivered to: Donald R. Crane, Attorney at Law, P.O. Box 5261, Klamath Falls, Oregon 97601.

QUITCLAIM DEED

The true consideration for this conveyance is \$2,500.00.

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 its **ONE-HALF INTEREST**, without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, to **THE KENNETH AND WILLA THOMPSON FAMILY TRUST**, of 1933 South 6th Street, 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 tract of land situated in the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 33, Township 38 South, Range 9 East, Klamath County, Oregon, more particularly described as follows:

That portion of Lot "A", Block 2 of "Industrial Addition to the City of Klamath Falls", a duly recorded subdivision, South of the Easterly extension of the North line of Lot 46, Block 2 of said subdivision.

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

EXCEPTING, from this conveyance and reserving unto the Grantor, its successors and assigns forever, all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed and in such manner as not to damage the surface of said lands or any improvements constructed thereon, or to interfere with the use thereof by the Grantee, its successors and assigns.

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, 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.

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 30th day of January, 1998.

THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY

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

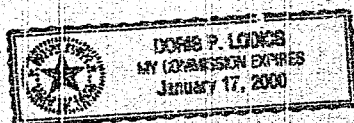


ATTEST:

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

STATE OF TEXAS)
) ss.
 COUNTY OF TARRANT)

On this 30th day of January, 1998, before me personally appeared D. P. Schneider and Margaret R. Aclm, 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: Doris P. Lodics

Notary Public for State of Texas

My commission expires: 1-17-2000

FORM APPROVED BY LAW

APPROVED LEGAL	<u>KAN</u>
APPROVED FORM	<u>BRJ</u>
APPROVED	

BNSF 00524 Klamath Falls, OR

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Donald R. Crane the 10th day
 of February A.D., 19 98 at 1:38 o'clock P.M., and duly recorded in Vol. M98
 of Deeds on Page 4334

Bernice G. Leisch, County Clerk

FEE \$45.00

By Kathleen Road