

UNLESS A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO:
OREGON PARKS AND RECREATION DEPARTMENT, 1115 COMMERCIAL STREET NE,
SALEM, OR 97301-1002

After recording, this Deed shall be delivered to: Oregon Parks and Recreation Department, 1115
Commercial Street NE, Salem, OR 97301-1002

QUITCLAIM DEED
DONATION

State of Oregon, County of Klamath
Recorded 10/08/2002 8:25 a. m.
Vol M02, Pg 57358-63
Linda Smith, County Clerk
Fee \$ 46.00 # of Pgs 6

The true consideration for this conveyance is \$0.00.

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation, (formerly Burlington Northern Railroad Company), of 2500 Lou Menk Drive, Fort Worth, Texas 76131-2830, Donor hereinafter called "Grantor", releases and quitclaims, without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, to **OREGON PARKS AND RECREATION DEPARTMENT**, of 1115 Commercial Street NE, Salem, OR 97301-1002, Donee hereinafter called "Grantee", all its right, title and interest, if any, in and to the real property, subject, however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise, situated in Klamath County, Oregon, hereinafter called "Property", being more particularly described as follows:

A tract of land in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 4, Township 39 South, Range 9 East, Willamette Meridian, being all that parcel reserved by the Enterprise Land and Investment Company in that certain deed executed to the Shasta View Lumber and Box Company by deed recorded in Book 65 of Deeds, Klamath County, Oregon, Page 248, which parcel is more particularly described as follows:

A strip 40 feet in width for a private roadway across the premises herein conveyed, the same to lie 20 feet on each side of the following described center line, to-wit:

Beginning at the point of intersection of the Southerly line of Shasta Way with the center line of East Main Street (formerly Stukel Street) if extended; thence South 22°50' East 424.7 feet; thence South 2° West 371 feet, more or less, to a point on the Northerly line of the right of way of the Oregon California and Eastern R.R. which is North 66° 38' West 30 feet and North 23°22' West 100 feet from the most Northerly corner of that certain parcel conveyed by Enterprise Land and Investment Company to S. O. Johnson by deed dated December 9, 1922, recorded in Volume 59 of Deeds at Page 387, records of Klamath County, Oregon, subject to the conditions in said deed.

ALSO, as part of the consideration for Grantor's donation and conveyance of the Property, Grantee accepts the Property on an "AS-IS, WHERE-IS" basis and with all faults, subject to the terms and conditions contained herein. Grantor expressly disclaims any warranties for the Property or appurtenances thereto, including, without limitation, warranties as to title to the Property, its physical condition, availability of utilities, its zoning classification, the design or condition of the Property, its merchantability or its fitness for any particular purpose, or conformity of the Property to its intended use. Grantee agrees that Grantor shall not be liable to Grantee for incidental or consequential damages (including strict liability in tort) with respect to the Property.

This Property shall be used, kept and maintained as a **PORTION OF A TRAIL**, and shall forever be known as **A TRAIL**.

Grantee, or its designated representatives, shall have reasonable access to the Property and may conduct, at its costs, such studies, tests, or inspections as it deems appropriate so long as such studies, tests or inspections do not materially alter the condition of the Property and Grantee provides copies of such reports to the Grantor.

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 IS AWARE 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.

Grantee shall expressly assume all responsibility for the condition of the Property. This obligation shall attach to Grantee whether or not Grantee conducts, or causes to be conducted, an Environmental Assessment. Grantee shall perform all necessary, or desired, clean-up or other abatement or remediation of the Property at Grantee's sole cost and expense and shall indemnify, defend and hold Grantor harmless against claim for damages or the cost of clean-up, if any, that may arise in any manner or at any time out of the condition of the Property.

Grantee acknowledges and affirms that Grantor may not hold fee simple title to the Property, that Grantor's interest in the Property, if any, may rise only to the level of an easement for railroad purposes. Grantee is willing to accept Grantor's title to the Property, if any, on this basis and expressly releases Grantor, its successors and assigns from any claims that Grantee or its successors may have as a result of an abandonment of the line of rail running over or adjacent to the Property.

In light of grantor's disclosure that it may not hold a fee interest in the Property, Grantee agrees to indemnify, defend and hold grantor harmless from any suit or claim for damages, punitive or otherwise, expenses, attorneys' fees, or civil penalties that may be imposed on Grantor as the result of any person or entity claiming an interest in the property or claiming that Grantor did not have the right to transfer the property to Grantee.

Within one hundred eighty (180) days of the date of the effective date of this Donation, Grantee shall, at its sole cost and expense, construct a protective steel or chain-link type fence a minimum of six (6) feet in height along the southern boundary of the Property herein described. Grantee shall thereafter repair, maintain and renew said fence, so as to keep same in good repair at the sole cost to the Grantee. If Grantee does not construct said fence within this time period,

Grantor may elect to construct same and Grantee shall pay Grantor all costs associated with said construction or future maintenance within thirty (30) days of receipt of any bill.

Any future transfer of the Property shall only be allowed to another not for profit entity or organization. If Grantee, at any future time, conveys the Property, all covenants of Grantee in this Donation shall run with the land and shall be binding upon any successors of Grantee.

Should Grantee not comply with the requirements noted herein, then the Property shall revert back to Grantor, its successors and assigns, and Grantee, its successors and assigns, shall clear any improvements from the Property and shall execute a Quitclaim Deed, conveying the Property to the Grantor, its successors and assigns.

Grantee acknowledges and affirms that Grantee's assumption of ownership of the Property in no way entitles Grantee to use any Grantor's trademark or service mark in any commercial application without Grantor's express written permission.

Grantee, in its acceptance hereof, hereby agrees to indemnify and save harmless said Grantor, from and against all lawful claims, demands, judgments, losses, costs and expenses, for injury to or death of the person or loss or damage to the Property of any person or persons whomever, including the parties hereto, in any manner arising from or growing out of the acts or omissions, negligent or otherwise, of Grantee, its successors, assigns, licensees and invitees or any person whomsoever, in connection with the entry upon, occupation or use of the said Property herein described.

Donation of the Property shall be subject to the continued maintenance, operation and use of all existing utilities, wires, fiber optic lines and easements of any kind whatsoever on the Property whether owned, operated, used or maintained by the Grantor, Grantor's licensees or other third parties and whether or not of record, if any, with reasonable right of entry for the repair, reconstruction and replacement thereof.

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.

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TO HAVE AND TO HOLD the Property 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 20th day of September, 2002.

**THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY**

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

ATTEST:



By: *Patricia Zbichorski*
Patricia Zbichorski
Assistant Secretary

Grantor's Federal Tax ID No.: 41-6034000

STATE OF TEXAS

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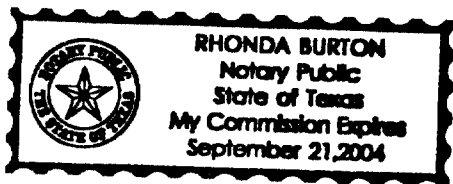
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§ ss.

COUNTY OF TARRANT

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On this 20th day of September, 2002, before me personally appeared D. P. Schneider and Patricia Zbichorski, 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: Rhonda Burton

Notary Public for State of Texas

My commission expires: 9/21/2004

FORM APPROVED BY LAW

APPROVED LEGAL	KEA
APPROVED FORM	Rhee
APPROVED	REW