

236790 AN

2018-011118

Klamath County, Oregon



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09/13/2018 10:46:28 AM

Fee: \$107.00

GRANTOR'S NAME AND ADDRESS:

Union Pacific Railroad Company
1400 Douglas Street, MS 1690 (Folder 1574-89)
Omaha, NE 68179

GRANTEE'S NAME AND ADDRESS:

Bogatay Construction, Inc.
P.O. Box 493
Klamath Falls, Oregon 97601

AFTER RECORDING, RETURN TO:

Bogatay Construction, Inc.
P.O. Box 493
Klamath Falls, Oregon 97601

**UNTIL A CHANGE IS REQUESTED,
ALL TAX STATEMENTS SHALL BE
SENT TO:**

Bogatay Construction, Inc.
P.O. Box 493
Klamath Falls, Oregon 97601

(Space Above for Recorder's Use Only)

1574-89

QUITCLAIM DEED

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation, successor in interest through merger with Southern Pacific Company, a Delaware corporation, successor in interest through merger with Central Pacific Railway Company, a Utah corporation) ("Grantor"), releases and quitclaims to **BOGATAY CONSTRUCTION, INC.**, an Oregon corporation ("Grantee"), and unto its successors and assigns, all right, title and interest in and to the real property ("Property"), situated in Klamath County, State of Oregon, as more particularly described in **Exhibit A**, attached hereto and made a part hereof.

The true and actual consideration for this quitclaim is \$10,000.00.

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual

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right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by Grantee, its successors and assigns.

The Property is quitclaimed by Grantor subject to the following covenants, conditions and restrictions which Grantee, by the acceptance of this Quitclaim Deed, covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

(a) Restriction on Use. Grantee, its successors and assigns, may use the Property for industrial, office, and retail-oriented commercial business (for example, shopping center, filling station, restaurant) purposes, only, and for no other purposes whatsoever. Without limitation of the foregoing, the Property must not be used for any of the following purposes: (i) residential; (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers); or (iii) cultural, educational, recreational or child-care facilities (including, without limitation, schools, kindergartens, day-care centers, gymnasiums, athletic fields, picnic grounds or parks).

(b) Environmental.

(i) "As Is" Sale. Grantee, for itself, its successors and assigns, including any successor owner of any interest in the Property, acknowledges and agrees that the Property has been sold and quitclaimed to and accepted by Grantee in an "AS IS" condition, with all faults, and Grantee acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Grantee acknowledges and agrees that any information Grantee may have received from Grantor or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) was furnished on the condition that Grantee would make an independent verification of the accuracy of the information. Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively, "Condition of the Property"). Grantee acknowledges and agrees that the Property has been sold and quitclaimed on the basis of Grantee's own independent investigation of the physical and environmental conditions of the Property. Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

(ii) Release and Indemnity. GRANTEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, INCLUDING ANY SUCCESSOR OWNER OF ANY INTEREST IN THE PROPERTY, HEREBY RELEASES GRANTOR,

AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFIES, DEFENDS AND SAVES HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS.

(c) Covenants to Run with Land. The foregoing covenants, conditions, and restrictions shall run with the Property, the burdens of which will be binding on the successors and assigns of Grantee and the benefits of which will inure to the successors and assigns of Grantor. A breach of the foregoing covenants, conditions, and restrictions, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated, or remedied by appropriate proceedings.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

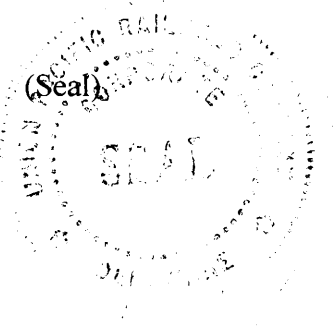
DATED this 3rd day of May, 2018.

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

Attest:

BJ Kubat
Assistant Secretary

By: Chris Doble
Name: **CHRIS D. GOBLE**
Title: **Assistant Vice President - Real Estate**



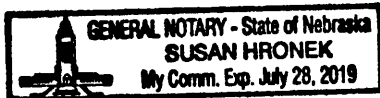
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On May 3, 2018, before me, Susan Hronek,
Notary Public in and for said County and State, personally appeared
Chris D Goble and BJ Kubat, who are
the **Assistant Vice President - Real Estate** and the Assistant Secretary, respectively, of
UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, and who are personally
known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose
names are subscribed to in the within instrument, and acknowledged to me that they executed the
same in their authorized capacities, and that by their signatures on the instrument the persons, or
the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Susan Hronek
Notary Public

(Seal)



Grantee hereby accepts this Quitclaim Deed and agrees for itself, its successors and assigns, to be bound by the covenants set forth herein.

Dated this 17 day of AUGUST, 2018.

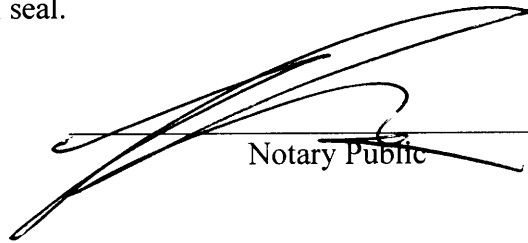
**BOGATAY CONSTRUCTION, INC.,
an Oregon corporation**

By: MATTHEW BOGATAY
Its: VICE PRESIDENT

STATE OF OREGON)
) ss.
COUNTY OF KLAMATH)

On 17 August 2018, before me, Rosio V. Hernandez, Notary Public in and for said County and State, personally appeared _____, Matthew Bogatay of BOGATAY CONSTRUCTION, INC., an Oregon corporation, and who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public

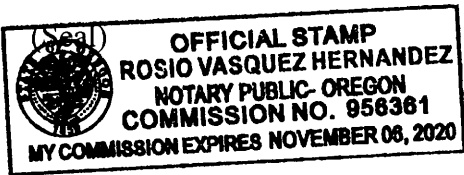


Exhibit "A"

UPRR to Bogatay Description

A parcel of land situated in the Supplemental Plat of Railroad Addition, a duly recorded subdivision on file at the Klamath County Clerk's Office, being located in the Southwest ¼ of the Northwest ¼ of Section 33, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County Oregon, City of Klamath Falls. Being more particularly described as follows:

Beginning at the common corner to the southeast corner of Lot 21A, Block 7 and the southwest corner of Lot C, Block 7 of said plat, thence along the westerly line of said Lot C, North 00°19'43" West, 312.00 feet to the northeast corner of Lot 26B, Block 7; thence leaving said westerly line, North 89°25'17" East, 40.00 feet to the northwest corner of lot 15B, Block 7; thence along the easterly line of said Lot C, South 00°19'43" East, 312.00 feet to the common corner to the southeast corner of said Lot C and the southwest corner of Lot 20B; thence along the northerly right-of-way line of Elm Avenue, South 89°25'17" West, 40.00 feet to the point of beginning. Basis of Bearing is Grid North of the Oregon Coordinate Reference System (OCRS) – Bend to Klamath Falls Zone.

Containing 12,480 square feet, more or less.