

104692

BOOK 108 PAGE 420

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

Deed of Release of Resource Properties
FEB 17 11 19 AM '88
W. Salomon

General Lien Mortgage

AUDITOR
GARY M. OLSON

Release No. 17171A

THIS INDENTURE, made this first day of February, 1988, between CITIBANK, N.A. (successor by merger to First National City Trust Company), a national banking association, hereinafter called "the Trustee", and BURLINGTON NORTHERN RAILROAD COMPANY (successor by merger to Northern Pacific Railway Company), hereinafter called "the Railroad", a corporation organized and existing under the laws of the State of Delaware,

WITNESSETH:

WHEREAS, the Northern Pacific Railway Company (which succeeded to lands and rights to lands granted by Congress to Northern Pacific Railroad Company, a corporation created and existing by and under an act of Congress of the United States of America, entitled "An Act granting Lands to aid in Construction of a Railroad and Telegraph Line from Lake Superior to Puget's Sound, on the Pacific Coast, by the Northern Route", approved July 2, 1864) in and by a certain mortgage (the "General Lien Mortgage") bearing date the tenth day of November, A.D., 1896, did mortgage unto Farmers' Loan and Trust Company, as Trustee (subject, however, to the prior and superior lien of the "Prior Lien Mortgage" of the Northern Pacific Railway Company bearing even date therewith), certain railways and other property including the properties hereinafter described, which mortgage was given to secure the payment of General Lien Railway and Land Grant Bonds of said Northern Pacific Railway Company; and

Registered *h*
Indexed, *h*
Indirect *h*
Filed
Mailed

WHEREAS, by virtue and as the result of an agreement made pursuant to the laws of the State of New York, which became effective as of June 28, 1929, City Bank Farmers Trust Company, a corporation of the State of New York, was merged into The Farmers' Loan and Trust Company, and the name of the Farmers' Loan and Trust Company was changed to City Bank Farmers Trust Company, which agreement of merger and change of name was recognized as valid and effective by the Superintendent of Banking of the State of New York, pursuant to the laws of that State; and

WHEREAS, at the close of business on January 30, 1959, said City Bank Farmers Trust Company was converted into a national banking association under the title "First National City Trust Company," said First National City Trust Company, as of the close of business on January 16, 1963, was merged with First National City Bank, a national banking association, and on March 1, 1976, First National City Bank became known as Citibank, N.A.;

WHEREAS, said Citibank, N.A. is trustee under the General Lien Mortgage and is vested with all of the estates, properties, rights, powers, and trusts therein specified; and

WHEREAS, on March 2, 1970, the Northern Pacific Railway Company merged into and with Burlington Northern Inc., and by Supplemental Indenture dated March 2, 1970, to said mortgage Burlington Northern Inc. assumed and agreed to be bound by all the covenants and conditions of said mortgage therein agreed to be kept and performed by Northern Pacific Railway Company, and succeeded to and was substituted for Northern Pacific Railway Company in said mortgage; and

WHEREAS, on April 2, 1981, an Agreement of Merger and Plan of Reorganization provided for a change of name from Burlington Northern Inc. to Burlington Northern Railroad Company; and

WHEREAS, by plan announced by the Railroad on April 22, 1985, the Trustee agreed that upon the deposit of certain United States Government securities with the Trustee and the fulfillment of certain other conditions, the Trustee would release from the lien of the General Lien Mortgage certain natural resource properties ("Resource Properties"), including the lands hereinafter described; and

WHEREAS, on May 15, 1985, a complaint was filed in the United States District Court for the Southern District of New York, Rievman v. Burlington Northern R.R., No. 85 Civ. 3694 (RLC), seeking, among other things, injunctive relief against implementation of the announced plan and release of the Resource Properties from the lien of the General Lien Mortgage; and

WHEREAS, on June 21, 1985 said action was certified as a class action pursuant to Rules 23(b)(1)(A) and 23(b)(2) of the Federal Rules of Civil Procedure, thereby binding all holders of Bonds and coupons outstanding under the General Lien Mortgage by any judgment entered therein; and

WHEREAS, said litigation has been concluded by Stipulation and Agreement of Settlement executed April 27, 1987, by Order and Final Judgment filed December 2, 1987, and by Stipulation and Order of Dismissal filed January 12, 1988, wherein the Trustee was directed to perform certain acts including execution of Deeds of Release of Resource Properties including this Deed of Release of Resource Properties covering lands hereinafter described;

NOW THEREFORE, this indenture Witnesseth that the Trustee, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby forever release and discharge from the lien of the General Lien Mortgage and all supplements thereto all of its right, title, estate and interest, as trustee under the General Lien Mortgage, in and to the properties situate in

the County of Skamania, State of Washington described in Exhibit A hereto; provided that the Railroad agrees to record such documents and instruments as it deems necessary to effect such release of record.

TO HAVE AND HOLD the properties described in Exhibit A unto the Railroad, its successors and assigns, free and clear and discharged of and from all liens and claims under the General Lien Mortgage. The recitals herein are to be taken only as recitals made by the Railroad and not by the Trustee. Nothing herein contained shall in any way affect, alter or diminish the liens or encumbrances of the General Lien Mortgage on any of the properties covered thereby which are not hereby specifically released and shall not in any way affect, alter or diminish the liens and encumbrances of the General Lien Mortgage on the lines of railway and the right of way and land required in the operation of the lines of railway subject to the lien of the General Lien Mortgage. This release is executed by the Trustee without covenants or warranties, either expressed or implied, and shall be without recourse against the Trustee in any event whatsoever.

IN WITNESS WHEREOF, Citibank, N.A. and Burlington Northern Railroad Company have each caused this indenture to be signed and acknowledged or approved by one of their Presidents, Vice Presidents, Assistant Vice Presidents, or in the case of Citibank, N.A. only, one of its Senior Trust Officers, and have caused their respective corporate seals to be hereunto affixed, and the same to be attested by the signature of one of their Assistant Secretaries, or in the case of Citibank N.A. only, Senior Trust Officers, or Trust Officers, all as of the date and year first above written.

CITIBANK, N.A., as Trustee

by *[Signature]*
SENIOR TRUST OFFICER

ATTEST:

by *[Signature]*
SENIOR TRUST OFFICER

Signed, sealed and delivered
on behalf of Citibank, N.A.,
as Trustee, in presence of:

[Signature]
Rouane Lora

BURLINGTON NORTHERN RAILROAD
COMPANY,

by *[Signature]*
Vice President

ATTEST:

by *[Signature]*
Assistant Secretary

Signed, sealed and delivered
on behalf of Burlington
Northern Railroad Company
in presence of:

David P. Schneider
RW. O. O.



STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On this 29th day of January, 1988, before me personally appeared S.D. MINEO, to me personally known, who, being by me duly sworn, did say that he is the SENIOR TRUST OFFICER of Citibank, N.A., the corporation described in and who executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like authority, and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last aforesaid.

Robert F. Frier

Notary Public
ROBERT F. FRIER
Notary Public, State of New York
No. 81-475235
Qualified in New York County
Commission Expires Jan. 31, 1989

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this 25th day of January, 1988, before me personally appeared J H. ERKA and ANITA D. WELLS, to me known to be the Vice President and Assistant Secretary, respectively, of Burlington Northern Railroad Company, the corporation which executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

James B. Daniels

Notary Public
My Commission Expires May 21, 1990



RELEASE NO. 17171A

EXHIBIT A

SKAMANIA COUNTY

WA

FEE

SECTION	TWP	RGE	DESCRIPTION
01	6 N	5 E	ALL FRL.
02	6 N	5 E	ALL FRL.
03	6 N	5 E	ALL FRL.
11	6 N	5 E	ALL
12	6 N	5 E	ALL
13	6 N	5 E	N1/2
24	7 N	5 E	N1/2, SW1/4, SUBJECT TO ROAD EASEMENTS DATED 11/11/1959,
29	7 N	5 E	LOT 6 & 9, LESS 10.92 AC. SOLD
31	7 N	5 E	LOT 2
01	6 N	6 E	ALL FRL.
02	6 N	6 E	ALL FRL.
03	6 N	6 E	ALL FRL.
04	6 N	6 E	LOT 1,2,3, S1/2NE1/4, SE1/4NW1/4, E1/2SW1/4, S1/2SW1/4SW1/4, SE1/4
05	6 N	6 E	S1/2SE1/4SE1/4, LOT 3,4, S1/2NW1/4, W1/2SW1/4
06	6 N	6 E	LOTS 1,2,3,6,7,8,10,12, S1/2NE1/4, SE1/4NW1/4, E1/2SW1/4, SE1/4
07	6 N	6 E	ALL FRL.
08	6 N	6 E	NE1/4NE1/4, S1/2NE1/4, NW1/4NW1/4, S1/2NW1/4, S1/2
09	6 N	6 E	ALL
10	6 N	6 E	ALL
11	6 N	6 E	ALL
12	6 N	6 E	N1/2, N1/2S1/2
03	7 N	6 E	ALL FRL.
04	7 N	6 E	ALL FRL.
05	7 N	6 E	ALL FRL.

BOOK 108 PAGE 428

PAGE NO. 2

RELEASE NO. 17171A

EXHIBIT A

SKAMANIA COUNTY

WA

FEE

SECTION	TWP	RGE	DESCRIPTION
---------	-----	-----	-------------

06	7 N	6 E	ALL FRL.
----	-----	-----	----------

07	7 N	6 E	ALL FRL.
----	-----	-----	----------

09	7 N	6 E	ALL
----	-----	-----	-----

10	7 N	6 E	ALL.
----	-----	-----	------

11	7 N	6 E	W1/2
----	-----	-----	------

14	7 N	6 E	N1/2NE1/4
----	-----	-----	-----------

15	7 N	6 E	ALL
----	-----	-----	-----

16	7 N	6 E	ALL
----	-----	-----	-----

17	7 N	6 E	ALL
----	-----	-----	-----

18	7 N	6 E	LOTS 1-4, E1/2W1/2, N1/2NE1/4, SW1/4SE1/4, SW1/4NE1/4
----	-----	-----	---

19	7 N	6 E	ALL FRL.
----	-----	-----	----------

20	7 N	6 E	ALL
----	-----	-----	-----

21	7 N	6 E	ALL
----	-----	-----	-----

22	7 N	6 E	ALL
----	-----	-----	-----

23	7 N	6 E	LOTS 1,2, W1/2, W1/2SE1/4
----	-----	-----	---------------------------

27	7 N	6 E	ALL LESS 0.55 AC. SOLD IN SE1/4SE1/4
----	-----	-----	--------------------------------------

28	7 N	6 E	ALL, LESS 21.85 AC LYING WITHIN SWIFT RESERVOIR
----	-----	-----	---

29	7 N	6 E	ALL, LESS 272.24 AC. SOLD IN S1/2 AND SW1/4NW1/4
----	-----	-----	--

31	7 N	6 E	LOTS 7,8, LESS 50.77 AC. SOLD
----	-----	-----	-------------------------------

33	7 N	6 E	ALL FRL., LESS 404.70 AC. SOLD
----	-----	-----	--------------------------------

35	7 N	6 E	THAT PART OF FRL SECTION LYING SOUTHEASTERLY OF THE SWIFT CREEK RESERVOIR AND BEING ABOVE THE 1,000 FOOT CONTOUR.
----	-----	-----	---