



Deed of Release - Prior Lien Mortgage

Release No. 17217

THIS INDENTURE, made this 25th day of September, 1985, between BANKERS TRUST COMPANY, a corporation under the laws of the State of New York, Trustee, hereinafter called "the Trustee", party of the first part, and BURLINGTON NORTHERN RAILROAD COMPANY, a corporation under the laws of the State of Delaware, party of the second part,

WITNESSETH:

WHEREAS, the Northern Pacific Railway Company, (which succeeded to lands and rights to lands granted by Congress to the 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 bearing date the tenth day of November, A.D. 1896, did mortgage unto The Mercantile Trust Company, as Trustee, certain railways and other property including the lands hereinafter described which mortgage was given to secure the payment of the Prior Lien Railway and Land Grant Gold Bonds of said Northern Pacific Railway Company to be issued to an amount not exceeding \$130,000,000; and

WHEREAS, said The Mercantile Trust Company has been merged into and with the Trustee, which has thereby become the corporate successor of said The Mercantile Trust Company, and the Northern Pacific Railway Company, the mortgagor in said mortgage, did on the eleventh day of October, 1911, duly appoint the Trustee as trustee of said mortgage in the place of and as successor to The Mercantile Trust Company, which it was authorized to do by the terms of said mortgage, and

WHEREAS, on March 2, 1970, the Northern Pacific Railway Company has been merged into and with Burlington Northern Inc. and by Supplemental Indenture dated March 2, 1970, to said mortgage

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Burlington Northern Inc. has 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 has succeeded to and been 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, the Trustee is authorized in and by said mortgage by itself, or by its authorized attorney, to release from the lien of said mortgage any lands which may be sold upon payment to the Trustee of the net sum received from such sales, so that the purchaser, or purchasers thereof, shall take and hold the same free from any encumbrance existing by reason of said mortgage, and

WHEREAS, all the lands hereinafter described have been sold and conveyed by the party of the second part and the Trustee has received the net proceeds realized from the sale thereof as provided in said mortgage;

NOW, THEREFORE, this Indenture Witnesseth that the Trustee, in consideration of the premises and the payment to it of the net proceeds realized from the sale of said lands, the receipt whereof is hereby acknowledged, does hereby release and discharge from the lien of said mortgage all its right, title and interest, as Trustee in and to the following described land, situate in the County of Skamania and the State of Washington:

A tract of land in the SE1/4SE1/4, Section 27, Township 7 North, Range 6 East, W.M., the boundaries of which commence at the southeast corner of said Section 27, thence N. 0deg04'20" E. 60.96 feet, more or less, along the easterly line of said section 27 to the southerly right of way boundary of the Lewis River Road, commonly called the N-90 Road, thence S. 86deg.17'00" W. 569.87 feet, more or less, along said southerly right of way boundary, thence S. 3deg.43'00" E. 25 feet, more or less, to a point on the southerly line of said section 27, thence S. 89deg.48'15" E. 566 feet, more or less, along said southerly line to the point of beginning, and containing .79 acre, more or less; and also

Those portions of Government lots 3 and 4, Section 35, Township 7 North, Range 6 East, W.M., lying Northwesterly and above the 1,000 foot elevation, U.S. Coast and Geodetic Survey datum, containing 12.45 acres, more or less.

Excepting and reserving, however, to the TRUSTEE AND THE PARTY OF THE SECOND PART, for itself, its successors and assigns, forever:

All right, title and interest, legal and equitable, whatsoever, in and to all geothermal heat and all ores and minerals of any nature whatsoever, including, but not limited to oil, gas, other hydrocarbons, carbon dioxide, coal, iron, gas occurring in coal formations, industrial minerals, metallic minerals, aggregates, sand and gravel, clay, uranium, rock including but not limited to rock of a unique character (collectively "Minerals"), whether surface or subsurface in, upon, under, or which may be produced from the real property hereinafter and in the attached Description of Property described (collectively called "Premises") together with the right to enter upon the premises for the purposes of prospecting and exploring for said minerals by geophysical, geochemical or other means, and for the purpose of drilling, producing, extracting, opening, developing, and processing said minerals and erecting, operating and working any pipeline, treatment, storage extraction and/or processing facilities by any procedures whatsoever, and the taking out, removing, carrying away, transporting and storing of all such minerals, and to enter upon, occupy, make use of and consume and the right to control the entry upon, occupation, use and consumption of, so much of the surface of said premises as may be necessary for all such purposes, together with the tenements, hereditaments and appurtenances; provided that the Grantee and its heirs, representatives, successors and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said land, to the crops or to the improvements thereon caused by the exercise of any rights herein reserved; provided, further, that the exercise of such rights by the Trustee or the Party of the Second Part shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and reasonable compensation.

And the Trustee hereby covenants and agrees with the said party of the second part that the grantee of the said party of the second part shall hold the land so conveyed by the said party of the second part free and clear and discharged from the lien and encumbrance of said mortgage and every part thereof; provided, however, the recitals herein are to be taken as recitals only of the party of the second part and not of the Trustee, and the reservations and exceptions, if any, set forth in the foregoing description are intended to be for the benefit of the Trustee as well as the party of the second part and the lien of the aforesaid mortgage on the rights and interests so reserved and excepted, if any, are not released and nothing herein contained shall in anywise affect, alter or diminish the liens or



encumbrances of the aforesaid mortgage on any of the properties covered by it which are not hereby specifically released.

IN WITNESS WHEREOF, the Trustee has caused this release to be signed by one of its Vice Presidents and attested by its Secretary or Assistant Secretary the day and year first above written.

STATE OF WASHINGTON )  
COUNTY OF SKAMANIA ) ss  
I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING FILED BY  
CLIM SPARK TROTTEN CO INC  
FIRST DEPOSITED FOR RECORD  
OF 6124 THIRD AVE SEATTLE WA  
98104-4095  
AT 11:22 A. OCTOBER 15 1985  
WAS RECORDED IN BOOK 62  
PAGE 14  
MIG ATTORNEY  
RECORDS OF SKAMANIA COUNTY WITH  
JIM OLSON  
COUNTY AUDITOR  
JIM OLSON  
DEPUTY

BANKERS TRUST COMPANY, Trustee

By Ann Cherry  
Vice President

ATTEST:

By Joe [Signature]  
Title ASSISTANT SECRETARY

Witness:  
Clare Lynne  
Mary J. [Signature]

STATE OF NEW YORK )  
COUNTY OF NEW YORK )

On this 25th day of September, 19 85, before me personally appeared Ann Cherry, to me personally known, who, being by me duly sworn, did say that he is one of the Vice Presidents of Bankers Trust Company, the corporation described in and which 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.



Rosemary Melendez

ROSEMARY MELENDEZ  
Notary Public, State of New York  
No. 03-4679497  
Qualified in Bronx County  
Certificate Filed in New York County  
Commission Expires March 30, 1986