

BOOK 143 PAGE 828

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

JUN 15 2 34 PM '94

P. Johnson
AUDITOR

119729

QUITCLAIM DEED

BURLINGTON NORTHERN RAILROAD COMPANY (formerly named Burlington Northern Inc.), a Delaware corporation, Grantor, for Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, conveys and quit claims, without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, to **SKAMANIA COUNTY AND WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE**, (formerly Washington State Department of Fisheries) hereinafter called "Grantee", all its right, title and interest, if any, in real estate situated in Skamania County, State of Washington, together with all after acquired title of Grantor therein, described as follows:

All that portion of Government Lots 2, 3, 4 and 5 of Section 35, Township 3 North, Range 9 East of the Willamette Meridian, Skamania County, Washington lying Northerly of the Northerly right of way line of State Road No. 14 (formerly State Road No. 8) said Northerly right of way line of State Road No. 14 described as follows:

BRJ Beginning at a point on the East line of said Government Lot 5 distant 127.0 feet Northerly, as measured at right angles from Burlington Northern Railroad Company's (formerly Spokane, Portland & Seattle Railway Company) Main Track centerline as now located and constructed; thence Southwesterly parallel with said Main Track centerline 641 feet, more or less, to a point which is 127.0 feet Northerly, measured at right angles from said Main Track centerline at said Railroad Company's Engineering Station 978+72.7; thence Northerly at right angles to said Main Track centerline 20.0 feet; thence Southwesterly parallel with said Main Track centerline 500 feet, more or less, to a point which is 147.0 feet Northerly, measured at right angles from said Main Track centerline at said Railroad Company's Engineering Station 983+72.7; thence Southerly at right angles to said Main Track centerline 40.0 feet; thence Westerly parallel with said Main Track centerline 1782.4 feet, more or less, to a point which is 107.0 feet Northerly, measured at right angles from said Main Track centerline at said Railroad Company's Engineering Station 1001+86.3; thence Northerly at right angles to said Main Track centerline 23.0 feet; thence Northwesterly parallel with said Main Track centerline 199.5 feet, more or less, to a point which is 130.0 feet Northerly, measured at right angles from said Main Track centerline at said Railroad Company's Engineering Station 1003+86.3; thence Southerly at right angles to said Main Track centerline 20.0 feet; thence Northwesterly parallel with said Main Track centerline 1300 feet, more or less, to a point which is 110.0 feet Northerly, measured at right angles from said Main Track centerline at said Railroad Company's Engineering Station 1016+86.3; thence Northeasterly at right angles to said Main Track centerline 10.0 feet; thence Northwesterly parallel with said Main Track centerline to a point on the Northwesterly line of said Government Lot 2 of said Section 35, said line being also the Government meander line of East bank of Little White Salmon River, said point also distant 120.0 feet Northeasterly, as measured at right angles from said Main Track centerline and there terminating.

Glenda J. Kimmel, Skamania County Assessor
By: JLC Parcel # 3-9-35-100
250

16683

REAL ESTATE EXCISE TAX

Reviewed ☒
Inspected, Dir ☒
Noted ☒
Filed ☒
Date ☒

JUN 15 1994

PAID 1464.78

JW

SKAMANIA COUNTY TREASURER

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

EXCEPTING AND RESERVING, however, unto said Grantor, its successors and assigns, all of the coal, oil, gas, casinghead gas and all ores and minerals of every kind and nature, including sand and gravel, underlying the surface of the premises herein conveyed, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage structures on the surface of the premises herein conveyed, together with the right of access at all times to exercise said rights.

Environmental Obligations. -- Covenants providing as follows: Grantee agrees to indemnify, defend and hold harmless Grantor and its officers, directors, employees and agents, from and against any and all claims, proceedings, actions, demands, liabilities, damages (including consequential, incidental and special damages), fines, losses/costs, expenses (including attorney's fees in connection with any administrative proceeding, trial, appeal or petition for review) and amounts paid in settlement (collectively, "Losses") of any nature whatsoever, whether contingent or accrued, arising out of, in connection with or in any way relating to the actual or alleged presence, use, treatment, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of Hazardous Substances on the premises prior to transfer or by the negligent or intentional activities of Grantee before, during or after Grantee's acquisition of the premises. 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.

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.

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 Vice President, Regional Sales & Property Management, attested by its Assistant Secretary, and its corporate seal to be affixed on the 24th day of May, 1994.

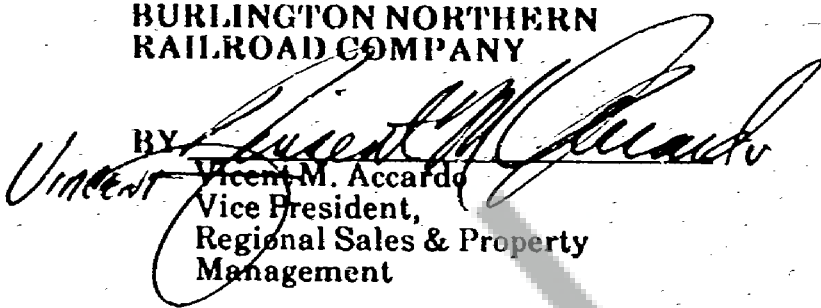
ACCEPTED AND APPROVED

June 8, 1994


STATE OF WASHINGTON
DEPARTMENT OF FISH AND WILDLIFE

by 
for Robert Turner, Director

BURLINGTON NORTHERN
RAILROAD COMPANY

BY 
Vincent M. Accardo
Vice President,
Regional Sales & Property
Management

ATTEST:

BY 
Victoria H. Vasquez
Assistant Secretary



File: BN 10885 - Cooks, WA

STATE OF TEXAS)
COUNTY OF TARRANT) ss.

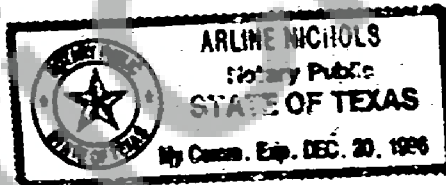
On this 24th day of May, 1994, before me, the undersigned, a Notary Public in and for the State of Texas, duly commissioned and sworn, personally appeared Vincent M. Accardo and Victoria H. Vasquez, to me known to be the Vice President, Regional Sales & Property Management, and Assistant Secretary, respectively, of Burlington Northern Railroad Company, the corporation that executed the 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 are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Arline Nichols
Notary Public in and for the State of Texas

Residing at: Fort Worth, Texas

My appointment expires: December 20, 1996



File: BN 10885 - Cooks, WA