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BOOK 201 PAGE 619

FLAKE COUNTY TITLE

WHEN RECORDED MAIL TO:

Swigert Prindle Trust
1650 N.W. Naito Parkway, Suite 200
Portland, Oregon 97209

REAL ESTATE EXCISE TAX

20991

AUG 11 2000

PAID 320.00

JW

SKAMANIA COUNTY TREASURER

CCF-57234

Boundary Line Adjustment
QUITCLAIM DEED

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, hereinafter called "Grantor", for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, conveys and quitclaims, without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, to NANNIE SWIGERT WARREN, ERNEST C. SWIGERT, HENRY T. SWIGERT, ELIZABETH SWIGERT SNOW, IN THEIR CAPACITY AS TRUSTEES UNDER THE SWIGERT PRINDLE TRUST AGREEMENT DATED JANUARY 21, 1961, AS AMENDED, of 1650 N.W. Naito Parkway, Suite 200, Portland, Oregon 97209, collectively, hereinafter called "Grantee", all its right, title and interest, if any, in real estate (exclusive of any improvements thereon, all of which are owned by Grantee or others), subject however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise, situated in the County of Skamania, State of Washington, hereinafter called "Property", together with all after acquired title of grantor therein, more particularly described as follows that portion of Government Lot 4 of Section 11, Township 1 North, Range 5 East of the Willamette Meridian, additional legal description is on page 5 in EXHIBIT "A", consisting of one (1) page, attached hereto and by this reference made a part hereof.

in compliance with County Subdivision Ordinances,
Skamania County, 8-11-2000

THIS CONVEYANCE CONSTITUTES A BOUNDARY LINE ADJUSTMENT BETWEEN THE ADJOINING PROPERTY OF GRANTOR AND GRANTEE AND IS THEREFORE EXEMPT FROM THE REQUIREMENTS OF RCW 58.17 AND THE SKAMANIA COUNTY SHORT PLAT ORDINANCE. THE HEREINABOVE-DESCRIBED PROPERTY CANNOT BE AGGREGATED AND SOLD WITHOUT FIRST CONFORMING TO THE STATE OF WASHINGTON AND SKAMANIA COUNTY SUBDIVISION LAWS. IT IS THE INTENT OF THE PARTIES THAT THE PORTION OF THE PROPERTY CONVEYED WHICH IS NORTH OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S TRACKAGE BE AGGREGATED WITH TAX LOT 1300, AND THAT THE PORTION OF THE PROPERTY LOCATED SOUTH OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S TRACKAGE BE AGGREGATED WITH TAX LOT 2400.

Gary H. Martin, Skamania County Assessor

Date 8/11/00 1-5-11-1-1300, 2400

Parcel # 50-00-00-0-0-1300

Assessor's Property Tax Parcel Account Number(s): 01-05-11-1-0-1300-00 (Northern portion); 01-05-11-1-0-2400-00 (Southern portion) & Lease ID 50-00-00-0-0-1300-00

8-11-2000 /
1-5-11-1-1300, 2400 /
50-00-00-0-0-1300 /
50-00-00-0-0-2400 /
50-00-00-0-0-1300-00 /
50-00-00-0-0-2400-00 /

EXCEPTING AND RESERVING, unto Grantor, its successors and assigns, all of the coal, oil, gas, casing-head gas and all ores and minerals of every kind and nature, including sand and gravel underlying the surface of the Property 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 Property herein conveyed, together with the right of access at all times to exercise said rights.

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 ACKNOWLEDGES 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.

TO HAVE AND TO HOLD the Property, together with all the appurtenances thereunto belonging, unto the said Grantee, its heirs, successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor 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 13th day of July, 2000. *msm*

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

By: *Blaine Bilderback*

Blaine Bilderback
Director Development & Acquisitions

ATTEST:

By: *Patricia Zbichorski*

Patricia Zbichorski
Assistant Secretary



STATE OF TEXAS

COUNTY OF TARRANT

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§ ss.
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On this 13th day of July, 2000, before me, the undersigned, a Notary Public in and for the State of Texas, duly commissioned and sworn, personally appeared Blaine Bilderback and Patricia Zbichorski, to me known to be the Director Development & Acquisitions and Assistant Secretary, respectively, of **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY 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. mjm

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



Rhonda Burton
Notary Public in and for the State of Texas

Residing at: Carrollton, Texas

My appointment expires: 9/21/2000

FORM APPROVED BY LAW

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|-------------------|------|
| APPROVED LEGAL | KKH |
| APPROVED FORM | RLEE |
| APPROVED | REW |

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BNSF 01860

Prindle, Skamania County, Washington - Former Spokane, Portland & Seattle Railway Company property conveyed to Nannie Swigert Warren, Ernest C. Swigert, Henry T. Swigert, Elizabeth Swigert Snow, In Their Capacity As Trustees Under The Swigert Prindle Trust Agreement Dated January 21, 1961, As Amended

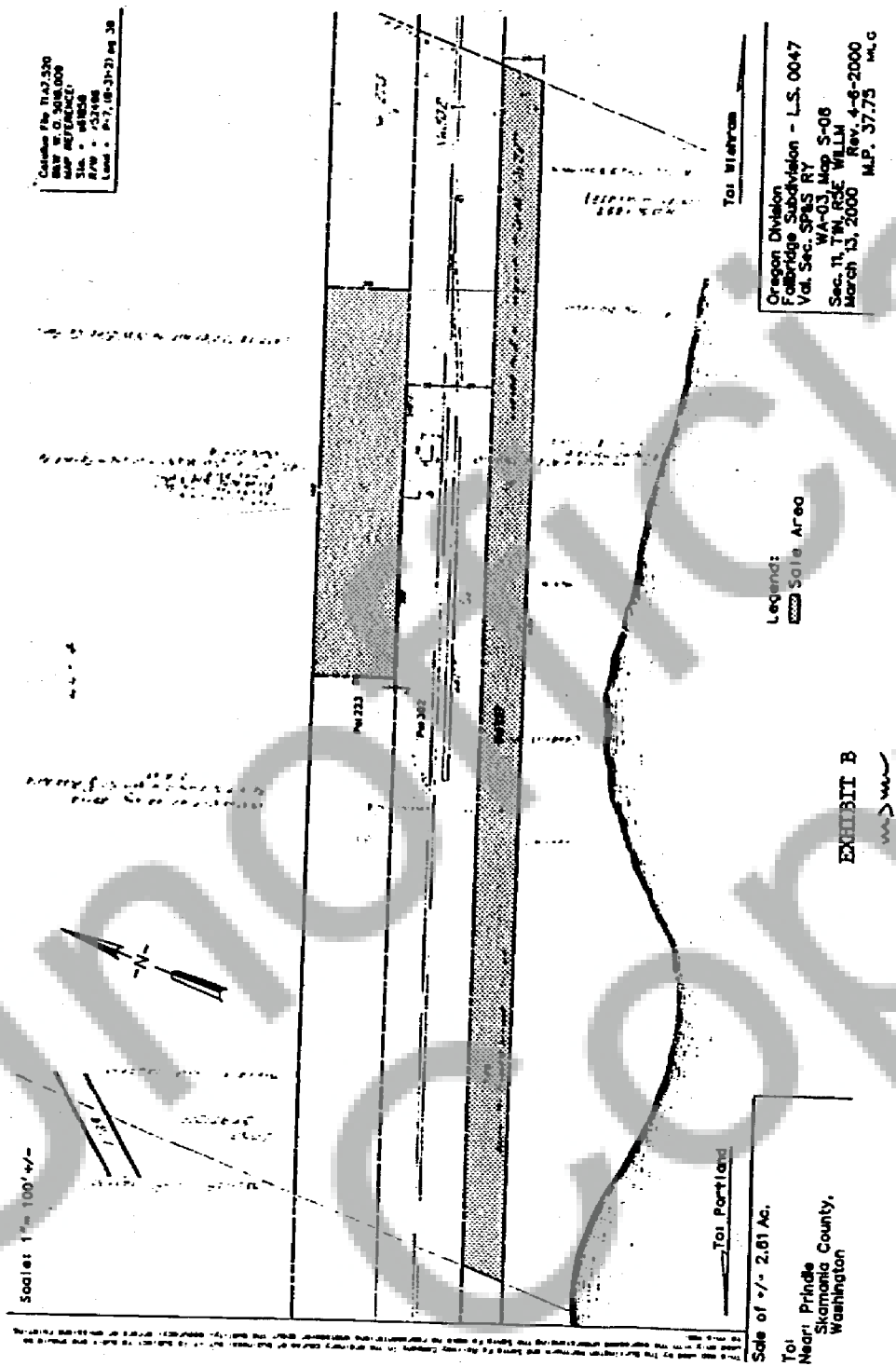
EXHIBIT "A"

The Northerly 100.0 feet of The Burlington Northern and Santa Fe Railway Company's (formerly Spokane, Portland & Seattle Railway Company) 250.0 foot wide Station Ground property at Prindle, Washington, being 150.0 feet wide on the Northerly side and 100.0 feet wide on the Southerly side of said Railway Company's Main Track centerline, as originally located and constructed upon, over and across Government Lot 4 of Section 11, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, being a portion of the same 100 foot wide strip of land described in Warranty Deed from Ernest H. Prindle, et ux to the Portland and Seattle Railway Company filed for record October 9, 1907 in Book K of Deeds, page 440 in and for said County, lying between two lines drawn parallel with and distant, respectively, 50.0 feet and 150.0 feet Northwesterly, as measured at right angles from said Main Track centerline, bounded by two lines drawn at right angles to said Main Track centerline distant, respectively, 290.0 feet and 752.0 feet Southwesterly from the East line of said Section 11, as measured along said Main Track centerline.

ALSO, Gary H. Martin, Skamania County Assessor
Date 8/11/00 Parcel # 1-5-11-1-1500, 2400
50-00-00-000-1500

The Southerly 50.0 feet of said Railway Company's 250.0 foot wide Station Ground property at Prindle, Washington, being 150.0 feet wide on the Northerly side and 100.0 feet wide on the Southerly side of said Railway Company's Main Track centerline, as originally located and constructed upon, over and across Government Lot 4 of Section 11, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, being a portion of the same 50 foot wide strip of land described in Warranty Deed from Ernest H. Prindle, et ux to the Portland and Seattle Railway Company filed for record October 9, 1907 in Book K of Deeds, page 440 in and for said County, lying between two lines drawn parallel with and distant, respectively, 50.0 feet and 100.0 feet Southeasterly, as measured at right angles from said Main Track centerline, bounded on the East and West by the East and West lines of said Government Lot 4.

See attached Exhibit "B" for survey of parcels
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