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BOOK 236 PAGE 722

WHEN RECORDED MAIL TO:

Broughton Lumber Company
 Attn: Jason Spadaro
 PO Box 266
 BINGEN, WA 98605

REAL ESTATE EXCISE TAX

22792

FEB - 4 2003

PAID \$678.40

Vicki Clelland
 SKAMANIA COUNTY TREASURER

FILED
 SEAL
 BY Jason Spadaro

FEB 4 2 24 PM '03

J. MICHAEL WILSON

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 BROUGHTON LUMBER COMPANY, a Washington corporation, of P.O. Box 266, Bingen, Washington 98605, hereinafter called "Grantee", all its right, title and interest, if any, in real estate, 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:

Part of Sections 21 and 28, Township 3 North, Range 10 East, W.M., Skamania County, Washington, additional legal description is on page 6 in Exhibit "A", consisting of one (1) page, attached hereto and made a part hereof.

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.

Assessor's Property Tax Parcel Account Number(s): No parcel# assigned

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.

Grantee acknowledges that Grantor's property for sale, may be subject to reversion upon abandonment of use for Railroad purposes and that the Quitclaim deed is for the purpose of releasing the Grantor's interest in said subject Property.

By acceptance of this deed, Grantee acknowledges that a material consideration for this conveyance, without which it would not be made, is the agreement by the Grantee for itself and for its successors and assigns, that the Grantor, its predecessors, successors, and assigns shall be in no manner responsible to the Grantee, any subsequent owner, purchaser, or any person interested therein for any and all claims, demands, damages, causes of action including loss of access, or suits regarding the quiet and peaceable possession of such Property, title thereto, or condition thereof.

TO HAVE AND TO HOLD the Property, together with all the appurtenances thereunto belonging, unto the said Grantee, its 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 January, 2003.

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

By:

B. P. Schneider
General Director Real Estate

ATTEST:

By:

Patricia Zbichorski
Patricia Zbichorski
Assistant Secretary



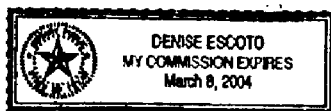
STATE OF TEXAS

§
§ ss.
§

COUNTY OF TARRANT

On this 13th day of January, 2003, before me, the undersigned, a Notary Public in and for the State of Texas, duly commissioned and sworn, personally appeared D. P. Schneider and Patricia Zbichorski, to me known to be the General Director Real Estate 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.

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



Denise Escoto
Notary Public in and for the State of Texas

Residing at: Weatherford, Texas

My appointment expires: Mar. 8, 2004

FORM APPROVED BY LAW

APPROVED LEGAL	<u>WJ</u>
APPROVED FORM	<u>AH</u>
APPROVED	<u>BEN</u>

EXHIBIT "A"

The Northerly 75.0 feet of The Burlington Northern and Santa Fe Railway Company's (formerly Spokane, Portland and Seattle Railway Company) 300.0 foot wide Station Ground property at Hood, Washington, being 100.0 feet wide on the Northerly side and 200.0 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 1 of Section 21, Township 3 North, Range 10 East, W. M., Skamania County, Washington, being a portion of the same property described in Warranty Deeds from Ellen Van Wessenhove, et al to the Portland and Seattle Railway Company filed for record March 22, 1906 in Book I of Deeds, page 507, and deed filed for record March 2, 1907 in Book K of Deeds, page 271 in and for said County, lying between two lines drawn parallel with and distant, respectively, 25.0 feet and 100.0 feet normally distant Northwesterly from said Main Track centerline, bounded on the West by the West line of said Government Lot 1, and bounded on the East by a line drawn at right angles to said Main Track centerline at a point distant 1,000.0 feet Northeasterly of the West line of said Government Lot 1, as measured along said Main Track centerline, **EXCEPTING THEREFROM**, that portion of the right of way for State Highway No. 14 lying between two lines drawn parallel with and distant, respectively, 50.0 feet and 100.0 feet normally distant Northwesterly from said Main Track centerline.

ALSO, Gary H. Martin, Skamania County Assessor
 Date 3-10-21 Parcel # 3-B-21-4
 R/R 1/10

The Northerly 25.0 feet of The Burlington Northern and Santa Fe Railway Company's (formerly Spokane, Portland and Seattle Railway Company) 100.0 foot wide right of way at Hood, Washington, being 50.0 feet wide on each side of said Railway Company's Main Track centerline, as originally located and constructed upon, over and across the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 21, and Government Lot 2 of Section 28, all in Township 3 North, Range 10 East, W. M., Skamania County, Washington, lying between two lines drawn parallel with and distant, respectively, 25.0 feet and 50.0 feet normally distant Northwesterly from said Main Track centerline, bounded on the East by the East line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 21, and bounded on the West by a line drawn at right angles to said Main Track centerline at a point 530.0 feet Southwesterly from the East line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$, as measured along said Main Track centerline.