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BOOK 263 PAGE 568

FILED FOR RECORD
STAFFORD, WASH
BY Broughton Lbr. Co.

OCT 30 4 48 PM '03

J. MICHAEL J. JOHNSON
P. Henry

Return Address:

BROUGHTON LUMBER COMPANY

ATTN: JASON SPADARO

P.O. Box 266

BINGEN, WA 98605

Document Title(s) or transactions contained herein:

CORRECTION

BOUNDARY LINE ADJUSTMENT

QUIT CLAIM DEED

GRANTOR(S) (Last name, first name, middle initial)

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

☐ Additional names on page of document.

GRANTEE(S) (Last name, first name, middle initial)

BROUGHTON LUMBER COMPANY

☐ Additional names on page of document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

Part of Sections 21, 28 T3N R10E W.M.

☒ Complete legal on page 6 of document.

REFERENCE NUMBER(S) of Documents assigned or released:

AF 147503

BOOK 236

PAGE 722

☐ Additional numbers on page of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

2/04/03

N/A

☐ Property Tax Parcel ID is not yet assigned☐ Additional parcel numbers on page of document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

WHEN RECORDED MAIL TO:

Broughton Lumber Company
Attn. Jason Spadaro
P.O. Box 266
Bingen, Washington 98605

REAL ESTATE EXCISE TAX

~~2377~~ ~~Exempt~~

OCT 3 1 2003

Correction

PAID ~~2377~~ ~~Exempt~~

Boundary Line Adjustment

QUITCLAIM DEED

By deputy
SKAMANIA COUNTY TREASURER

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.

Transaction in compliance with County sub-division ordinances
Skamania County
On 9/11/03 PJ

Assessor's Property Tax Parcel Account Number(s): Railroad right-of-way

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.

The purpose of this deed is to affect a boundary line adjustment between adjoining parcels of land owned by Grantor and Grantee; it is not intended to create a separate parcel, and is therefore exempt from the requirements of RCW 5817 and the Skamania County Short Plat Ordinance. The property described in this deed cannot be segregated and sold without conforming to the State of Washington and Skamania County Subdivision Laws.

This deed supersedes and replaces that certain Quitclaim Deed dated January 13, 2003 between The Burlington Northern and Santa Fe Railway Company and Broughton Lumber Company, which deed was recorded February 4, 2003 in the records of Skamania County, Washington, in Book 236, Page 722, and is given to clarify that said deed was intended to be a Boundary Line Adjustment.

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 26th day of May, 2003.

THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY

By:

D. P. Schneider

D. P. Schneider
General Director Real Estate

ATTEST:

By:

Patricia Zbichorski

Patricia Zbichorski
Assistant Secretary



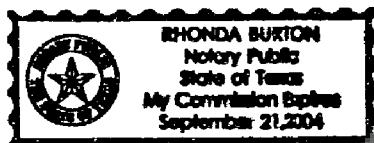
STATE OF TEXAS

§
§ ss.
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COUNTY OF TARRANT

On this 21st day of May, 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.



Rhonda Burton
Notary Public in and for the State of Texas

Residing at: CARROLLTON, Texas

My appointment expires: 9/21/2004

FORM APPROVED BY LAW

APPROVED LEGAL	<u>MPK</u>
APPROVED FORM	<u>AK</u>
APPROVED	<u>BEW</u>

BNSF 02801 Hood, WA

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