

WHEN RECORDED MAIL TO:

Albert and Judy McKee
P.O. Box 337
Carson, Washington 98610

REAL ESTATE EXCISE TAX

24231

SEP 08 2004

PAID 108.80 + 21.25 = 130.05
Vickie Clelland, Deputy
SKAMANIA COUNTY TREASURER

QUITCLAIM DEED

Boundary Line Adjustment

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 **ALBERT E. MCKEE AND JUDY F. MCKEE** of P.O. Box 337, Carson, Washington 98610, hereinafter collectively 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 SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 29, Township 3 North, and Range 8 East, W.M., Skamania County, Washington, complete legal description is described on page 6 as Exhibit "A", consisting of one (1) page, attached hereto and made a part hereof.

The obligations in this Section shall be binding upon Grantee and its heirs, successors and assigns, and shall be covenants running with the land benefiting Grantor and Grantor's successors and assigns.

(a) Grantee's interest shall be subject to the rights and interests of Grantor, Grantor's licensees, permittees and other third parties in and to all existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements of any kind whatsoever on the Property whether owned, operated, used or maintained by the Grantor, Grantor's licensees,

(P)

3-8-29-2100

9-8-04

Pttn


Assessor's Property Tax Parcel Account Number(s): No tax serial numbers - Railroad right of way.

permittees or other third parties and whether or not of public record. Grantor shall have a perpetual easement on the Property for the use of such existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements by Grantor and Grantor's licensees, permittees and customers. Grantor shall have a non-exclusive easement for the construction, maintenance and operation of one or more pipelines or fiber optic lines and any and all communications facilities as may be located in the future on the Property within 60 feet of the center line of any Main Track on or adjacent to the Property and as may be presently located on the Property.

(b) Grantee's interest shall be subject to a reservation to Grantor of all 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, 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, together with the right of access at all times to exercise said rights.

(c) Any improvements constructed or altered on the Property after the date Grantor quitclaims its interest to Grantee shall be constructed or altered in such a manner to provide adequate drainage of water away from any of Grantor's railroad tracks on nearby property.

Grantee has been allowed to make an inspection of the Property. **GRANTEE IS PURCHASING THE PROPERTY IN 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 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, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Property with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the condition of title to the Property, and the leases, easements, permits, orders, licensees, or other agreements, affecting the Property (collectively, the **"Condition of the Property"**). Grantee represents and warrants to Grantor that Grantee has not relied and will not rely on, and Grantor is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining

to the Property or relating thereto (including specifically, without limitation, Property information packages distributed with respect to the Property) made or furnished by Grantor, the manager of the Property, or any real estate broker or agent representing or purporting to represent Grantor, to whomever made or given, directly or indirectly, orally or in writing. Grantee assumes the risk that Hazardous Substances or other adverse matters may affect the Property that were not revealed by Grantee's inspection and indemnifies, holds harmless and hereby waives, releases and discharges forever Grantor and Grantor's officers, directors, shareholders, employees and agents (collectively, "**Indemnitees**") from any and all present or future claims or demands, and any and all damages, Losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown, which Grantee might have asserted or alleged against Indemnitees 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 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 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 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. The provisions of this Section shall be binding on Grantee, and its heirs, successors and assigns, and shall be covenants running with the land. 

TO HAVE AND TO HOLD the Property, together with all the appurtenances thereunto belonging, to the said Grantee, their heirs 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 27th day of July, 2004.

**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

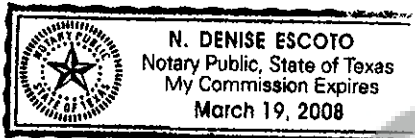


Transaction in compliance with County sub-division ordinance.
Maricopa County 9/2/04 - DPA (K)

STATE OF TEXAS §
 § ss.
COUNTY OF TARRANT §

On this 27th day of July, 2004, 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 Delaware 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. P



N. Denise Escoto
Notary Public in and for the State of Texas

Residing at: Weatherford, Texas

My appointment expires: 3-19-2008

FORM APPROVED BY LAW

APPROVED LEGAL	<u>KKH</u>
APPROVED FORM	<u>AH</u>
APPROVED	<u>DEW</u>

EXHIBIT "A"

That portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 29, Township 3 North, Range 8 East, W. M., Skamania County, Washington, being a portion of the same property described in Warranty Deed from W. J. Greer, et ux to the Portland and Seattle Railway Company filed for record June 28, 1906 in Book K of Deeds, page 26 in and for said County, described as follows, to-wit:

Beginning at a point on the East line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ distant 50 feet Southeasterly, as measured radially from The Burlington Northern and Santa Fe Railway Company's Main Track centerline, as now located and constructed; thence Southwesterly along a line drawn concentric with and 50 feet Southeasterly, measured radially from said Main Track centerline, a distance of 175 feet; thence South parallel with the East line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ to a point 150 feet Southeasterly, as measured radially from said Railway Company's Main Track centerline, as originally located and constructed; thence Northeasterly along said Railway Company's Southerly property line, being a line drawn concentric with and 150 feet Southeasterly, as measured radially from said Original Main Track centerline, to the East line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$; thence North along said East line to the Point of Beginning.

Gary H. Martin, Skamania County Assessor

Date 9/8/04 Parcel # 03-08-29-00-2100-00

This description constitutes a boundary line adjustment between the adjoining property of the Grantor and Grantee herein and is therefore exempt from the requirements of RCW 58.17 and the Skamania County Short Plat Ordinance. The herein described property cannot be segregated and sold without first conforming to the Washington State and Skamania County Subdivision laws.

in compliance with County subdivision ordinance
Skamania County 9/8/04 - Gary H. Martin