

**WHEN RECORDED MAIL TO:**

Port of Skamania  
Attn: John McSherry  
P.O. Box 1099  
Stevenson, WA 98648

**REAL ESTATE EXCISE TAX**

28520  
APR 28 2010  
PAID \$ 311.00  
*V. Kell*  
SKAMANIA COUNTY TREASURER

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**QUITCLAIM DEED**  
**(Washington)**

**GRANTOR:** BNSF RAILWAY COMPANY, a Delaware corporation

**GRANTEE:** PORT OF SKAMANIA, a Washington municipal corporation

**Abbreviated Legal Description:** Ptn. SW/4 of Section 20, Township 2 North,  
Range 7 East, W.M., Skamania County, WA

**Assessor Property Tax Parcel Account Numbers:** Ptn. Railroad right-of way  
and 02072000110200 65

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**BNSF RAILWAY COMPANY**, a Delaware corporation, (formerly known as The Burlington Northern and Santa Fe Railway Company; formerly known as Burlington Northern Railroad Company and successor in interest to Burlington Northern Inc.), 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 **PORT OF SKAMANIA**, a Washington municipal corporation, of 212 SW Cascade Avenue, Stevenson, Washington 98648, hereinafter called "Grantee", all its right, title and interest, if any, in real estate (exclusive of any improvements thereon), 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, additional legal description is on page 7 in **EXHIBIT "A"**, consisting of one (1) page attached hereto and made a part hereof.

Grantee covenants and agrees as follows:

(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, permittees or other third parties and whether or not of public record. Grantor does hereby reserve 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. Also, Grantor does hereby reserve 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 further be subject to, and Grantor does hereby specifically reserve, 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.

(d) Grantee has been allowed to make an inspection of the Property. **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 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, licenses, 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 covenants and agreements set forth in paragraphs (a) through (d), above, shall be binding upon Grantee and Grantee's heirs, successors and assigns, and shall be covenants running with the land benefiting Grantor and its heirs, successors and assigns.

**TO HAVE AND TO HOLD** the Property, together with all the appurtenances thereunto belonging, unto the said Grantee, Grantee's 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 4<sup>th</sup> day of March, 2010.

**BNSF RAILWAY COMPANY**

By: 

Dalen E. Wintermute  
Manager-Land Revenue Management



**ATTEST:**

By: 

Patricia Zbichorski  
Assistant Secretary

ACCEPTED:

PORT OF SKAMANIA

By: *W.D. Truth*  
 Name: \_\_\_\_\_  
 Title: President

STATE OF WASHINGTON

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 § ss.  
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COUNTY OF SKAMANIA

On this 9<sup>th</sup> day of March, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared W.D. TRUTH, to me known to be the President of the **PORT OF SKAMANIA**, the municipal corporation that accepted the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to accept said instrument for said municipal corporation.

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

*T.M. TARAMI*  
 T.M. TARAMI  
 Notary Public for the State of Washington

Residing at: Cascade Locks, OR

My appointment expires: June 3, 2013



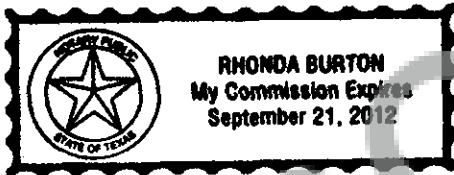
## STATE OF TEXAS

§  
§ ss.  
§

## COUNTY OF TARRANT

On this 4<sup>th</sup> day of March, 2010, before me, the undersigned, a Notary Public in and for the State of Texas, duly commissioned and sworn, personally appeared Dalen E. Wintermute and Patricia Zbichorski, to me known to be the Manager-Land Revenue Management and Assistant Secretary, respectively, of **BNSF 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 for the State of Texas

Residing at: Waltham, Texas

My appointment expires: 9/21/2012

**FORM APPROVED BY LAW**

APPROVED LEGAL	<u>KKA</u>
APPROVED FORM	<u>Rhe</u>
APPROVED	<u>REWE</u>



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A parcel of land in the County of Skamania, State of Washington, being that portion of that certain 28.45 acre strip of land described in deed dated October 31, 1980 from United States of America to Burlington Northern Inc., recorded May 6, 1981 as Auditor's No. 92407, in Book 79 of Deeds, at Page 674, records of said County, lying in the SW/4 of Section 20, Township 2 North, Range 7 East, W.M., described as follows:

Commencing at a point on the West line of the S.M. Hamilton Donation Land Claim No. 40, which point lies North 20°08'27" West, 1537.30 feet from the intersection of said west line of the Hamilton D.L.C. and the South line of Section 19, Township 2 North, Range 7 East, W.M., said point being a terminus of the centerline of said 28.45 acre strip at Station 1944+02.80;

Thence North 86°23'43" East, along said centerline, 1317.20 feet to Station 1957+20;

Thence North 3°36'17" West, 73.0 feet to a point in a line parallel with and distant 73.0 feet Northerly from, measured at right angles to said centerline, said point being the Point of Beginning for the parcel herein described;

Thence South 86°23'43" West, along said parallel line, 300.0 feet to an angle point in the Northerly boundary of said 28.45 acre strip, opposite Station 1954+20;

Thence North 3°36'17" West, along said Northerly boundary, 95.73 feet, more or less to an angle point in said Northerly boundary, said point being on the Southerly right of way line of Old State Highway 14;

Thence South 83°41'22" East, along said Northerly boundary, being said Southerly right of way line of Old State Highway 14, a distance of 320.0 feet;

Thence South 16°55'56" West, 43.39 feet to the Point of Beginning.

Skamania County Assessor  
Date 4/28/10 Parcel# 2-7-20-1102 <sup>PTN of</sup>  
65

**NONFOREIGN CERTIFICATE**

Exemption From Withholding of Tax  
for  
Dispositions of U.S. Real Property Interests

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by **BNSF RAILWAY COMPANY** ("Transferor"), the undersigned hereby certifies the following:

1. Transferor is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of U.S. income taxation. (If the transferor is a foreign corporation that has made a valid election under Section 897 (l) of the Internal Revenue Code to be treated as a domestic corporation, a copy of the acknowledgment of the election provided to the corporation by the Internal Revenue Service, is attached hereto);

2. Transferor's taxpayer identifying number (Social Security or U.S. employer number) is                      and

3. Transferor's executive offices and central place of business are located at 2500 Lou Menk Drive, Fort Worth, Texas 76131-2830.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare I have authority to sign this document in the capacity indicated.

**TRANSFEROR:****BNSF RAILWAY COMPANY**By: 

Dalen E. Wintermute

Its: Manager-Land Revenue Management

Date: 3-4-2010



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**BNSF RAILWAY COMPANY**  
**CERTIFICATE OF AUTHORITY**

I, **Patricia Zbichorski**, hereby certify that I am an Assistant Secretary of **BNSF Railway Company** (the "Company") which executed the Real Estate Purchase and Sale Agreement with an effective date of March 1, 2010, between the **Port of Skamania** ("Buyer") and the Company ("Agreement"); that the Company is organized under the laws of the State of Delaware; and that **Dalen E. Wintermute**, who executed said Agreement as **Manager-Land Revenue Management** of the Company, was then **Manager-Land Revenue Management** of the Company, and has been duly authorized to execute the Agreement and all documents pertaining to the Agreement on behalf of the Company, binding the Company to the terms therein. I hereby attest that the signature of **Dalen E. Wintermute** as contracting officer affixed to such Agreement is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company, this 1st day of March, 2010.

**BNSF RAILWAY COMPANY**



Patricia Zbichorski  
**Patricia Zbichorski**  
Assistant Secretary