

11  
3  
14-

KATHY HILL  
SEAL

'97 JAN 10 P2:29

INDEXED  
FILED  
RECEIVED

9701100078

COVER SHEET FOR RECORDING DOCUMENTS

Return to: City of Mount Vernon  
Post Office Box 809  
Mount Vernon, Washington 98273

DOCUMENT TITLE: Quit Claim Deed

GRANTORS: Burlington Northern Railroad Company

GRANTEES: City of Mount Vernon, Washington

ABBREVIATED LEGAL DESCRIPTION: Portion of the West 1/2 of the West 1/2 of the SW 1/4 of Seciton 20, Township 34 North, Range 4 East, W.M., and portions of lots 3 thru 8, Block 15 Gate's Second Addition, and also portions of lots 1 thru 4, block 16 Gate's Second Addition and portions of Lots 5, 6 and 7, Block 16, Gate's Second Addition.

COMPLETE LEGAL DESCRIPTION ON PAGE(S): Lots 1 and 2

ASSESSOR'S PARCEL/TAX ID NUMBER: Portion of Railroad Right-of-way  
No Parcel numbers available

9701100078

8K1618PG0421

### **QUITCLAIM DEED**

**BURLINGTON NORTHERN RAILROAD COMPANY**, a Delaware corporation, Grantor, for Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, conveys and quit claims, without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, to **CITY OF MOUNT VERNON**, a municipal corporation of the State of Washington, of P. O. Box 809, Mount Vernon, Washington 98273, Grantee, all its right, title and interest, if any, in real estate situated in Skagit County, State of Washington, together with all after acquired title of Grantor therein, described as follows:

The Easterly 29.0 feet of Burlington Northern Railroad Company's (formerly Great Northern Railway Company) right of way in the  $W\frac{1}{2}W\frac{1}{2}SW\frac{1}{4}$  of Section 20, Township 34 North, Range 4 East of the Willamette Meridian, at Mount Vernon, Skagit County, Washington, lying between two lines drawn parallel with and distant, respectively, 25.0 feet and 54.0 feet Easterly, as measured at right angles from said Railroad Company's Main Track centerline, as now located and constructed, said 54.0 foot parallel line also being on the Westerly boundary of that certain parcel of land described in Quitclaim Deed from Burlington Northern Railroad Company to Glacier Park Company dated October 17, 1988, bounded on the South by the Easterly extension of the South line of Broadway Street, and bounded on the North by the Southerly line of Gates Street, according to the recorded plat of Mount Vernon, Washington; also,

The Easterly 29.0 feet of said Railroad Company's right of way upon, over and across Lots 3, 4, 5, 6, 7 and 8, Block 15 of Gate's Second Addition to Mount Vernon, Washington, lying between two lines drawn parallel with and distant, respectively, 25.0 feet and 54.0 feet Easterly, as measured at right angles from said Railroad Company's Main Track centerline, as now located and constructed, said 54.0 foot parallel line also being on the Westerly boundary of that certain parcel of land described in Quitclaim Deed from Burlington Northern Railroad Company to Glacier Park Company dated October 17, 1988, bounded on the North and South by the North and South lines of said Block 15; also,

Those portions of Lots 1, 2, 3 and 4, inclusive, Block 16 of Gate's Second Addition to Mount Vernon, Washington, together with a portion of 60.0 foot wide Third Street, vacated by Ordinance No. 1304 dated January 14, 1959, lying Westerly of a straight line drawn from the most Southerly corner of said Lot 1 to the most Northerly corner of said Lot 4, and lying Easterly of a line drawn parallel with and distant 25.0 feet Easterly, as measured at right angles from said Main Track centerline, bounded on the South by the Southerly line of said Lot 1, and bounded on the North by the Westerly extension of the Northerly line of said Lot 4; also,

Those portions of Lots 5, 6 and 7, inclusive, Block 10 of Gate's Second Addition to Mount Vernon, Washington, lying Westerly of a straight line drawn from the most Southerly corner of said Lot 6 to a point on the Northerly line of said Lot 5 distant 30.0 feet Northwesterly, as measured along said Northerly line from the most Easterly corner of said Lot 5, and lying Easterly of a line drawn concentric with and distant 25.0 feet Easterly, as measured radially from said Main Track centerline, bounded on the Southeast by the Easterly lines of said Lots 6 and 7, and bounded on the North by the Northerly line of said Lot 5.

**SUBJECT**, however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise.

**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 premises 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 premises 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 IN AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS 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 assumes 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 same unto the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has 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 30th day of December, 1996.

**BURLINGTON NORTHERN  
RAILROAD COMPANY**

By: D. P. Schneider

D. P. Schneider  
Director Real Estate

**ATTEST:**

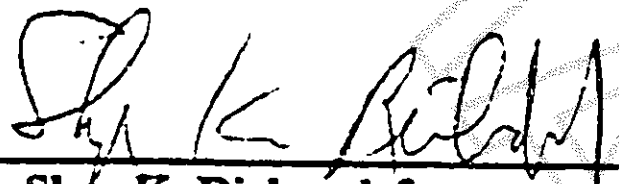
By: Margaret R. Acin

Margaret R. Acin  
Assistant Secretary

BN 11786 Mount Vernon, WA

ACCEPTED:

CITY OF MOUNT VERNON

By:   
Skye K. Richendrfer  
Mayor

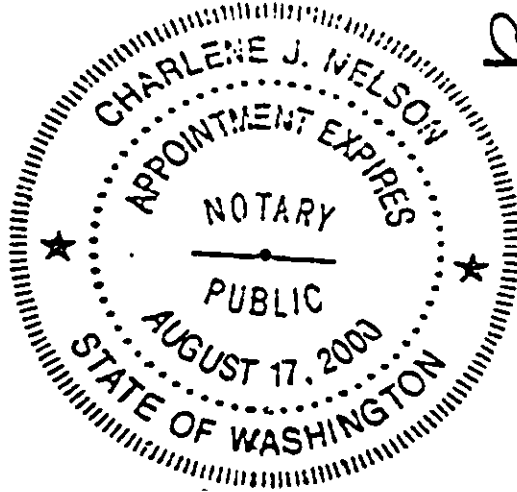
STATE OF WASHINGTON

)  
) ss.  
)

COUNTY OF SKAGIT

On this 24 day of December, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Skye K. Richendrfer, to me known to be the Mayor, of the **City of Mount Vernon**, the municipal 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

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



  
Notary Public in and for the State of Washington

Residing at: Mount Vernon

My appointment expires: 8-17-2000

BN 11786 Mount Vernon, WA

STATE OF TEXAS

COUNTY OF DALLAS

) ss.

On this 30<sup>th</sup> day of December, 1996, before me, the undersigned, a Notary Public in and for the State of Texas, duly commissioned and sworn, personally appeared D. P. Schneider and Margaret R. Aclin, to me known to be the Director Real Estate, and Assistant Secretary, respectively, of Burlington Northern Railroad 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

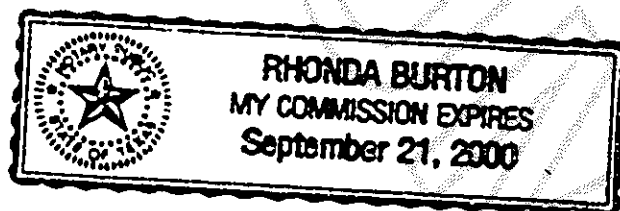
Residing at: Carrollton, Texas

My appointment expires: 9/21/2000

16518  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

JAN 10 1997

Amount Paid \$  
Skagit Co. Treasurer  
By *Lp* Deputy



APPROVED BY LAW

BN 11786 Mount Vernon, WA