

WHEN RECORDED MAIL TO:

Cargill, Incorporated
15407 McGinty Road West
Wayzata, Minnesota 55391

QUITCLAIM DEED

ISLAND TITLE CO.

SB-15090 ✓

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation, (formerly Burlington Northern Railroad Company), of 2650 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 **CARGILL, INCORPORATED**, a Delaware corporation, of 15407 McGinty Road West, Wayzata, Minnesota 55391, 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 Skagit, State of Washington, hereinafter called "Property", together with all after acquired title of grantor therein, more particularly described as follows:

A part of the SE1/4 Section 2, Township 34 North, Range 3 East, W.M., Skagit County, Washington, complete legal description described on page 5, as Exhibit "A", consisting of one (1) page, attached hereto and made a part hereof.

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 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

Assessor's Property Tax Parcel Account Number(s): 9801-000-005-0007

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.

TO HAVE AND TO HOLD the Property, together with all the appurtenances thereunto belonging, unto the said Grantee, its successors and assigns, forever.

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Kathy Hill, Skagit County Auditor

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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 16th day of February, 2000

**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

33932
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

FEB 18 2000

Amount Paid \$ 1,698.30
Skagit County Treasurer
By: *[Signature]* Deputy

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Kathy Hill, Skagit County Auditor

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STATE OF TEXAS

COUNTY OF TARRANT

§
§ ss.
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On this 16th day of February, 2000, 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.



Cathy T. Hutchinson
Notary Public in and for the State of Texas

Residing at: Fort Worth, Texas

My appointment expires: August 19, 2000

FORM APPROVED BY LAW

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

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EXHIBIT "A"

All that portion of The Burlington Northern And Santa Fe Railway Company's right-of-way in the Southeast Quarter of the Southeast Quarter of Section 2, Township 34 North, Range 3 East, of the Willamette Meridian, described as follows:

Beginning at a point on the East line of said Section 2, distant Northerly 441.72 feet from the Southeast corner of said Section 2, thence South $63^{\circ}27'50''$ West (bearing assumed for the purpose of this description) along a line parallel with and distant Southeasterly 150.0 feet from the center line of The Burlington Northern and Santa Fe Railway Company's Main Line Track a distance of 448.8 feet to the Easterly line of that certain parcel of land described in deed dated November 24, 1997 from The Burlington Northern And Santa Fe Railway Company to Northwest Fuel Company, Inc., recorded under auditor's file no. 9712110022, records of Skagit County, Washington, said Easterly line of said deed being parallel with and distant 275.0 feet Northeasterly, as measured at right angles from the Northwesterly extension of the Northeasterly line of 60.0 foot wide Main Street, according to the recorded plat of Avon; thence North $28^{\circ}52'18''$ West along said Easterly line of said deed a distance of 126.10 feet to a line parallel with and distant Southeasterly 24.0 feet from said centerline; thence North $63^{\circ}27'50''$ East along said parallel line a distance of 514.20 feet to said East line of Section 2, thence South $00^{\circ}58'30''$ East along said East line a distance of 139.67 feet to the point of beginning.

Situated in Skagit County, Washington.



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