


Public Works

WHEN RECORDED MAIL TO:

Skagit County Board of Commissioners
700 South 2nd Street
Mount Vernon, Washington 98273


200006160031
Kathy Hill, Skagit County Auditor
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QUITCLAIM DEED

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 **SKAGIT COUNTY**, a Washington corporation, of 700 South 2nd Street, Mount Vernon, Washington 98273, 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:

Part of Section 13, Township 35 North, and Range 1 East, Willamette Meridian, Skagit County, Washington complete legal description described on page 6 in 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 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**

Assessor's Property Tax Parcel Account Number(s): 3772-139-099-0008

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.

BNSF 01808 Anacortes, WA

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35814
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

JUN 16 2000

Amount Paid \$ — 0 —
Skagit Co. Treasurer
By *DD* Deputy



200006160031

Kathy Hill, Skagit County Auditor

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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.

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 1st day of June, 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



STATE OF TEXAS

COUNTY OF TARRANT

§
§ ss.
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On this 1st day of June, 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	KTB
APPROVED FORM	AH
APPROVED	BA

EXHIBIT "A"

That certain parcel of land in Section 13, Township 35 North, Range 1 East, Willamette Meridian, Skagit County, Washington, shown and designated upon the original plat of the City of Anacortes, Washington filed for record in the office of the Auditor of Skagit County, as "Reserved a right of way for the S. & N. Ry., according to the certain paper writing in escrow with John P. Hoyt, dated May 28, 1889", bounded as follows:

On the South by the Northerly line of a parcel of land described in deed from Great Northern Railway Company to E. Demopoulos dated October 30, 1940, on the East by the Northerly extension of the West line of Lot 19, Block 139, according to the Original Plat of the City of Anacortes, on the West by the Northerly extension of the West line of said Block 139, on the Northwest by the High Tide Meander Line of Guemes Channel, and on the North by the Southerly line of the property described in disclaimer of easement dated July 15, 1968 from Great Northern Railway Company to Anacortes Sash & Door Co., being a line drawn parallel with and 8.5 feet normally distant Southerly from the hereinafter described spur track centerline.

Spur Track Centerline Description

Commencing at the intersection of the South line of 5th Street in the City of Anacortes with the Railway's relocated Main Track centerline; thence South $59^{\circ} 06' 20''$ West, 75 feet, more or less, to a point of curve; thence Southwesterly along a curve concave Northwesterly having a radius of 573.69 feet a distance of 30.1 feet, more or less, to the headblock of said spur track and the True Point of Beginning; thence Southwesterly along a No. 9 turnout to the right 78.5 feet; thence along a $17^{\circ} 30'$ curve to the right thru an angle of $14^{\circ} 10'$ a distance of 81.0 feet; thence Westerly and tangent 169.5 feet to the end of said spur track; thence continuing Westerly along the last described tangent 8.5 feet to the end of this description.

