

WHEN RECORDED MAIL TO:

Thomas K. Studebaker
624 South Spruce
Burlington, Washington 98233

LAND TITLE COMPANY OF SKAGIT COUNTY

P95933



200103220083

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 **THOMAS K. STUDEBAKER**, of 624 South Spruce, Burlington, Washington 98233, 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 Skagit, State of Washington, hereinafter called "Property", together with all after acquired title of grantor therein, more particularly described as follows:

A parcel of land situated in the NW¼ of Section 5, Township 34 North, Range 4 East, W.M., Skagit 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.

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 Property 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 Property herein conveyed, together with the right of access at all times to exercise said rights.

Assessor's Property Tax Parcel Account Number:

340405-O-021-0006

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 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.

TO HAVE AND TO HOLD the Property, together with all the appurtenances thereunto belonging, to the said Grantee, his heirs, 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 16th day of March, 2001.

**THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY**

39748
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

MAR 22 2001

Amount Paid \$ 1943.76
Skagit County Treasurer
By: *[Signature]* Deputy

By:

[Signature: D. P. Schneider]
D. P. Schneider
General Director Real Estate

ATTEST:



[Signature: Patricia Zbichorski]
Patricia Zbichorski
Assistant Secretary

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ACCEPTED:

By:

Thomas K. Studebaker
THOMAS K. STUDEBAKER

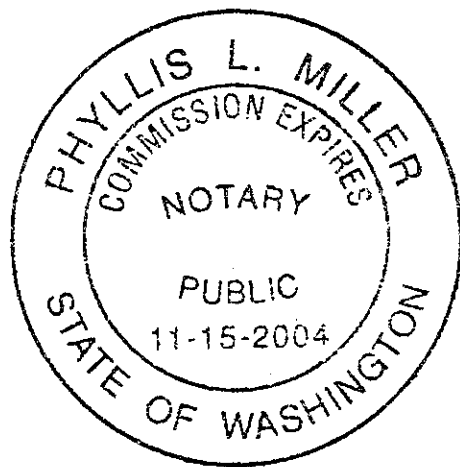
STATE OF WASHINGTON

COUNTY OF SKAGIT

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§ ss.
§

On this 14th day of February, 2001, before me personally appeared **THOMAS K. STUDEBAKER**, to me known to be the person that accepted the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

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



Phyllis L. Miller
Notary Public for the State of Washington

Residing at: Sedro Woolley

My appointment expires: 11/15/2004

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STATE OF TEXAS

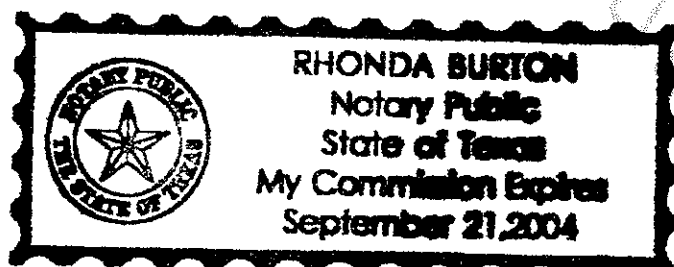
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§ ss.

COUNTY OF TARRANT §

On this 16th day of March, 2001, 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.



Rhonda Burton

Notary Public in and for the State of Texas

Residing at: Carrollton, Texas

My appointment expires: 9/21/2004

FORM APPROVED BY LAW

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EXHIBIT "A"

A parcel of land out of The Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) 300 foot wide Station Ground property at Burlington, Washington, lying contiguous to and Easterly of Block 134 of First Addition to the City of Burlington, Washington, situated in the NW¼ of Section 5, Township 34 North, Range 4 East, W. M., Skagit County, Washington, described as follows, to-wit:

Beginning at a point on the Easterly line of Lot 1, Block 134 of the First Addition to Burlington, Washington distant 129.0 feet Southerly of the Northeast corner of said Lot 1, as measured along the Easterly line of said Lot 1, said point being the most Southerly corner of that certain parcel of land described in Bargain and Sale Deed from Burlington Northern Railroad Company to TF Land Company, Inc. filed for record October 31, 1996 as Document No. 9610310111 in and for said County; thence South 08° 23' East (assuming the North line of said Section 5 being an East-West line) along the Easterly line of said Block 134, also being the Westerly boundary of said 300 foot wide Station Ground property, a distance of 310 feet, more or less, to a point 175.0 feet distant Northwesterly of the Southeast corner of Lot 3, said Block 134 as measured along the Easterly line of said Block; thence North 81° 37' East, at right angles to the last described course, 148.0 feet; thence North 08° 23' West, parallel with said Westerly boundary of said 300 foot wide Station Ground property, a distance of 339 feet, more or less to the Southerly line of said TF Land Company, Inc. property; thence Southwesterly along said Southerly line 142.5 feet; thence Southeasterly parallel with the Easterly line of said Block 134 and along said Southerly line, 29.0 feet; thence Southwesterly at right angles to the last described course and along said Southerly line, 5.50 feet to the True Point of Beginning.

APPROVED LEGAL	KRH
APPROVED FORM	RB
APPROVED	REW

