

WHEN RECORDED MAIL TO:

Brent L. and Cherie T. Walker
3141 Agate Bay Lane
Bellingham, Washington 98226



200108160097

, Skagit County Auditor

8/16/2001 Page 1 of 6 11:55:57AM

LAND TITLE COMPANY OF SKAGIT COUNTY

P94812

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 **BRENT L. WALKER AND CHERIE T. WALKER**, tenants in common, of 3141 Agate Bay Lane, Bellingham, Washington 98226, hereinafter collectively 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 the NW1/4 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(s): 340405-0-021-0006

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 Grantees, their heirs 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 28th day of June, 2001.

#42446
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

AUG 16 2001

Amount Paid \$ 890.00
Skagit County Treasurer
By: AS Deputy

**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



ACCEPTED:

BRENT L. WALKER AND
CHERIE T. WALKER

By:

Name: Brent L. Walker

By:

Name: Cherie T. Walker

STATE OF WASHINGTON

WHATCOM
COUNTY OF ~~SKAGIT~~

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§ ss.

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On this 26TH day of JUNE, 2001, before me personally appeared Brent L. Walker and Cherie T. Walker, to me known to be the persons that they accepted the foregoing instrument, and acknowledged the said instrument to be their 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.



Maureen J. Arestad
Notary Public in and for the State of Wa

Residing at: Fernside Wa

My appointment expires: 11/21/04

STATE OF TEXAS

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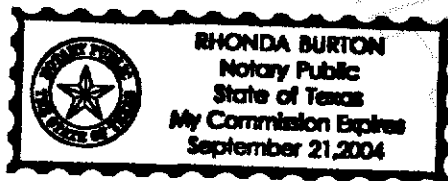
§ ss.

COUNTY OF TARRANT

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On this 28th day of June, 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

APPROVED LEGAL	<u>KKA</u>
APPROVED FORM	<u>AH</u>
APPROVED	<u>KEW</u>



200108160097

, Skagit County Auditor

EXHIBIT "A"

That portion of the Northwest quarter of Section 5, Township 34 North, Range 4 East, W.M., Skagit County, Washington, being a portion of the property described in Warranty Deed from George D. McLean, et ux. to the Seattle & Montana Railway Company filed for record November 1, 1892 in Book 25 of Deeds, Page 149, under Auditor's File No. 10578, in and for said county, described as follows:

Beginning at the Southeast corner of Lot 3, Block 134 of the "FIRST ADDITION TO BURLINGTON, SKAGIT CO., WASH", as per plat recorded in Volume 3 of plats, Page 11, records of Skagit County, Washington; thence along the Easterly line of said Block 134 North $6^{\circ}52'34''$ West, 175.0 feet to the Southwesterly corner of that certain parcel of land described in deed dated March 16, 2001 from The Burlington Northern and Santa Fe Railway Company to Thomas K. Studebaker, recorded in the office of the Skagit County, Washington Auditor, March 22, 2001, as auditor's number 200103220083; thence North $83^{\circ}07'26''$ East, along the Southerly boundary of said parcel described in deed dated March 16, 2001, a distance of 133.55 feet; thence South $6^{\circ}52'34''$ East, 175.0 feet; thence South $83^{\circ}07'25''$ West, 133.55 feet to the point of beginning.

Said parcel being situate in City of Burlington, Skagit County, State of Washington.

