



**201910280074**

10/28/2019 10:28 AM Pages: 1 of 7 Fees: \$109.50  
Skagit County Auditor

**WHEN RECORDED MAIL TO:**

Visconsi Companies  
Attn: Brad Goldberg or Kelly Fleming  
30050 Chagrin Blvd., Ste. 360  
Pepper Pike, OH 44124

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2019 4710  
OCT 28 2019

Amount Paid \$ 111.80  
Skagit Co. Treasurer  
By *81* Deputy

GUARDIAN NORTHWEST TITLE CO.

**QUITCLAIM DEED**

19-2683

**GRANTOR:** BNSF RAILWAY COMPANY, a Delaware corporation

**GRANTEE:** VWA-MOUNT VERNON, LLC, an Ohio limited liability company

**Abbreviated Legal Description:** SEC. 20, TWP. 34 NORTH, RNG. 4 EAST,  
W.M., PTN. SW SW.

**Assessor Property Tax Parcel Account Numbers:** P26788 P134974  
P134975

**BNSF RAILWAY COMPANY**, a Delaware corporation, (formerly known as The Burlington Northern and Santa Fe Railway Company and formerly known as 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 **VWA-MOUNT VERNON, LLC**, an Ohio limited liability company of 30050 Chagrin Blvd., Ste. 360 Pepper Pike, OH 44124, 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, additional legal description is on page 7 in **EXHIBIT "A"**, consisting of one (1) page attached hereto and made a part hereof.

Grantee covenants and agrees as follows:

(a) Any improvements constructed or altered on the Property after the date Grantor quitclaims its interest to Grantee shall be constructed or altered in such a manner to provide adequate drainage of water away from any of Grantor's railroad tracks on nearby property.

(b) For 99 years after the Closing Date, Grantee covenants and agrees that the Property shall be used solely for non-residential purposes and that the groundwater will not be used for drinking water or irrigation purposes

(c) **GRANTEE, ON BEHALF OF ITSELF AND ITS HEIRS, SUCCESSORS AND ASSIGNS, HEREBY ACKNOWLEDGES THAT THE PROPERTY IS LOCATED ADJACENT TO AND IN THE VICINITY OF AN OPERATING RAILROAD CORRIDOR. AS SUCH, THE PROPERTY SHALL BE SUBJECT TO PERIODIC, ACTIVE USE OF THE CORRIDOR FOR RAIL TRAFFIC PRODUCING NOISE, VIBRATION, LIGHT AND OTHER CONDITIONS TYPICALLY RESULTING FROM RAILROAD ACTIVITY WHICH MAY SUBJECT THE PROPERTY TO ASSOCIATED IMPACTS. GRANTEE ACKNOWLEDGES AND AGREES THAT ANY SUCH IMPACTS RESULTING FROM USE OF THE RAILROAD CORRIDOR ARE NOT A NUISANCE AND SHALL NOT BE SUBJECT TO ANY COMPLAINT OR LEGAL ACTION BY GRANTEE AS SUCH.**

(d) Grantee shall, at its sole cost and expense, install a privacy fence along the entire length of its common boundary with Grantor's railroad corridor located West of the Property.

(e) Grantee has been allowed to make an inspection of the Property. **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 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, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Property with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building

materials in, on, under, or in proximity to the Property; the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the condition of title to the Property, and the leases, easements, permits, orders, licenses, or other agreements, affecting the Property (collectively, the "**Condition of the Property**"). Grantee represents and warrants to Grantor that Grantee has not relied and will not rely on, and Grantor is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, Property information packages distributed with respect to the Property) made or furnished by Grantor, the manager of the Property, or any real estate broker or agent representing or purporting to represent Grantor, to whomever made or given, directly or indirectly, orally or in writing. Grantee assumes the risk that Hazardous Substances or other adverse matters may affect the Property that were not revealed by Grantee's inspection and indemnifies, holds harmless and hereby waives, releases and discharges forever Grantor and Grantor's officers, directors, shareholders, employees and agents (collectively, "**Indemnitees**") from any and all present or future claims or demands, and any and all damages, Losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort or asserting a constitutional claim) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown, 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 in, on or under the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial, restoration 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 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 or related to injury or death of any person, (d) Losses for or related to injury or damage to animal or plant life, natural resources or the environment, and (e) 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 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 relating in any way to human health, occupational safety, natural resources, plant or animal life or the environment, including without limitation, principles of common law and equity, 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.

The covenants and agreements set forth in paragraphs (a) through (e), above, shall be binding upon Grantee and Grantee's heirs, successors and assigns, and shall be covenants running with the land benefiting Grantor and its heirs, successors and assigns.

**TO HAVE AND TO HOLD** the Property, together with all the appurtenances thereunto belonging, unto the said Grantee, Grantee's 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 18<sup>th</sup> day of October, 2019.

**BNSF RAILWAY COMPANY,**  
a Delaware corporation

By: \_\_\_\_\_

Blaine Bilderback

Its: Director Real Estate

**ATTEST:**

By: \_\_\_\_\_

Joyia E. Simmons

Its: Assistant Secretary



**ACCEPTED:****VWA-Mount Vernon, LLC**

An Ohio limited liability company

By: *Dominic A. Visconsi Jr.*  
Name: Dominic A. Visconsi Jr.  
Title: Member

**ATTEST:**

By: *Bradley A. Goldberg*  
Name: Bradley A. Goldberg  
Title: Vice President of Development

**STATE OF OHIO**

§  
§ ss.  
§

**COUNTY OF CUYAHOGA**

On this 14th day of October, 2019, before me, the undersigned, a Notary Public in and for the State of Ohio, duly commissioned and sworn, personally appeared Dominic A. Visconsi Jr. and Bradley A. Goldberg, to me known to be the Manager and Vice President of Development, respectively, of VWA-Mount Vernon, LLC, an Ohio limited liability company, that accepted the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that they are authorized to accept said instrument for said limited liability company.

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



THERESA M. BALES  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Geauga County  
My Comm. Exp. 9/21/2020

BNSF 11675, Mount Vernon, WA

*Theresa M. Bales*  
Notary Public for the State of Ohio  
Residing at: *Geauga County*  
My appointment expires: *9/21/2020*

STATE OF TEXAS

§  
§ ss.  
§

COUNTY OF TARRANT

On this 18<sup>th</sup> day of October, 2019, before me, the undersigned, a Notary Public in and for the State of Texas, duly commissioned and sworn, personally appeared Blaine Bilderback and Joyia E. Simmons, to me known to be the Director Real Estate and Assistant Secretary, respectively, of **BNSF 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.

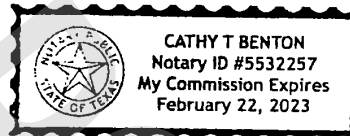
Cathy T. Benton  
Notary Public for the State of Texas

Residing at: Weatherford, Texas

My appointment expires: Feb. 22, 2023

**This Instrument Prepared by:**

BNSF Railway Company  
LAW Department  
2500 Lou Menk Drive, AOB 3  
Fort Worth, Texas 76131-2830



**FORM APPROVED BY LAW**

APPROVED DESCRIPTION	<u>KKH</u>
APPROVED FORM	<u>AK</u>
APPROVED	<u>LS</u>

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20,  
TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGIN AT A POINT IN THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4;  
THAT IS 462.11 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE EASTERLY  
PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 65 FEET, MORE OR LESS, TO A POINT  
PERPENDICULARLY 54 FEET EASTERLY, FROM THE CENTER LINE OF THE MAIN TRACK OF  
THE RAILWAY OF THE GREAT NORTHERN RAILWAY COMPANY, AS LOCATED ON MAY 8,  
1955; TO THE TRUE POINT OF BEGINNING, WHICH POINT IS ALSO THE NORTHWEST  
CORNER OF THE SECOND PARCEL OF LAND DESCRIBED ON THAT CERTAIN DEED IN  
FAVOR OF LIBBY, MCNEILL & LIBBY CORPORATION BY DEED RECORDED OCTOBER 31,  
1955 AS SKAGIT COUNTY AUDITOR'S FILE NUMBER 526435; THENCE EASTERLY ALONG THE  
NORTH LINE OF SAID LIBBY, MCNEILL & LIBBY PARCEL 215 FEET, MORE OR LESS, TO THE  
NORTHEAST CORNER THEREOF, SAID POINT BEING ON A LINE 280 FEET PERPENDICULAR  
TO THE WEST LINE OF SAID SUBDIVISION; THENCE NORTH, A DISTANCE OF 3.11 FEET,  
MORE OR LESS, TO THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND  
CONVEYED TO THE GLACIER PARK COMPANY AS PARCEL 1 ON THAT CERTAIN DEED  
RECORDED JUNE 2, 1989 AS AUDITOR'S FILE NO. 8906020025; THENCE WESTERLY ALONG  
THE SOUTH LINE OF SAID GLACIER PARK PARCEL 215 FEET, MORE OR LESS, TO THE  
SOUTHWEST CORNER THEREOF; THENCE SOUTH 3.11 FEET, MORE OR LESS, TO THE TRUE  
POINT OF BEGINNING.