

After recording return document to:

Russell Taylor
50045 Sauk Store Road
Concrete, WA 98237



200602020064

Skagit County Auditor

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SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 02 2006

5944

Amount Paid \$
Skagit Co. Treasurer
By Deputy

QUITCLAIM DEED

Grantor: BNSF Railway Company

Grantees: Russell Taylor and Tara Taylor

Legal Description: A portion of Section 21, Township 35 North, Range 9 West
Assessor's Property Tax Parcel Account/Number(s): 044589

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), Grantor, of 2500 Lou Menk Drive, AOB 3, 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 **RUSSELL TAYLOR and TARA TAYLOR, HUSBAND AND WIFE**, of 50045 Sauk Store Road, Concrete, Washington 98237, hereinafter called "Grantees", all its right, title and interest, if any, in real estate situated in Skagit County, State of Washington, hereinafter called "Property", together with all after acquired title of Grantor therein, described as follows:

A portion of Section 21, Township 35 North, Range 9 East, more particularly described in Exhibit "A", consisting of one (1) page, attached hereto and made a part hereof.

SUBJECT, however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise.

EXCEPTING AND RESERVING, however, unto said Grantor, its successors and assigns, all of the coal, oil, gas, casinghead 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.

ALSO, if the Property is locally assessed, the Grantees, and for their heirs and assigns, by acceptance of this deed, agree to assume all locally assessed real estate taxes, outstanding and otherwise, and any and all past, present, pending and future assessments of every nature whatsoever, which have been or may be levied against the Property.

ALSO, the Grantees, and for their heirs and assigns, by acceptance of this deed, hereby release and forever discharge the Grantor, its successors and assigns, from any and all present or future obligations of the Grantor, its successors and assigns, including but not limited to the construction of or continued maintenance thereto of any railroad fences, snow fences, road crossings, cattle guards, gates, farm crossings, bridges, drainage or irrigation pipes, if any, located and situated on the Property herein conveyed.

ALSO, Grantees, by accepting this deed, expressly acknowledge that Grantees are buying the above described Property in an "AS IS" condition and that Grantees have relied upon their own independent investigation of the physical condition of said Property. Grantees hereby release and indemnify Grantor and Grantor's shareholders, officers, directors, agents and employees from all responsibility and liability regarding the condition (including, but not limited to, the physical condition or presence of hazardous materials), valuation or utility of the above described Property.

BY ACCEPTANCE OF THIS DEED, Grantees acknowledge that a material consideration for this conveyance, without which it would not be made, is the agreement by the Grantees, for their heirs and assigns, that the Grantor, its predecessors, successors, and assigns shall be in no manner responsible to the Grantees, 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 premises, title thereto, or condition thereof.



TO HAVE AND TO HOLD, the same unto the said Grantees, their heirs and assigns, forever.

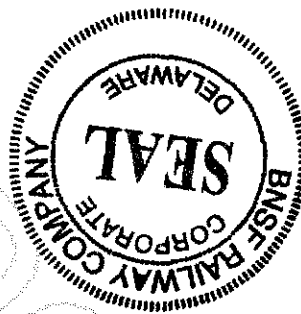
IN WITNESS WHEREOF, the said Grantor caused this instrument to be signed by its authorized representative, attested by its Assistant Secretary, and its corporate seal to be affixed hereto on the 13th day of November, 2005.

BNSF RAILWAY COMPANY

By: *Dale E. Wintermute*
Dalen E. Wintermute
Manager - Land Revenue Management

ATTEST:

By: *Patricia Zbichorski*
Patricia Zbichorski
Assistant Secretary



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STATE OF TEXAS

COUNTY OF TARRANT

§
§ ss.
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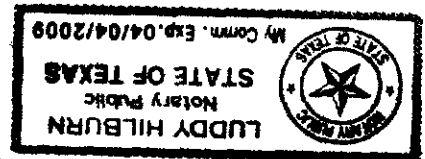
On this 13th day of November, 2005, before me, the undersigned, a Notary Public in and for the State of Texas, duly commissioned and sworn, personally appeared Dalen E. Wintermute and Patricia Zbichorski, to me known to be the Manager - Land Revenue Management and Assistant Secretary, respectively, of 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.

Luddy Hilburn
Notary Public in and for the State of Texas

Residing at: Fort Worth, Texas

My appointment expires: 04/04/09



This instrument was drafted by:
BNSF Railway Company
Corporate Real Estate Development
2500 Lou Menk Drive, AOB 3
Fort Worth, Texas 76131-2830

BNSF3866/Concrete to Rockport, WA

Skagit County Auditor

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Exhibit "A"

All that portion of BNSF Railway Company's (formerly Great Northern Railway Company) 100 foot wide Concrete to Rockport, Washington Branch Line right of way, now discontinued, being 50 feet wide on each side of said Railway Company's Main Track centerline, as originally located and constructed upon, over and across Government Lot 1 of Section 21, Township 35 North, Range 9 East of the Williamette Meridian, Skagit County, Washington, bounded on the South by a line 650 feet North of and parallel to the South line of said Government Lot 1; said South boundary line also being the North line of that property conveyed by Burlington Northern Inc. to Athlene Wright by deed dated October 13, 1977, and bounded on the West by a line parallel with the West line of said Government Lot 1 distant 150 feet Southeastly measured along said Main Track centerline from the North line of Government Lot 11 of Section 20, Township 35 North, Range 9 East; said West boundary line also being the East line of that property conveyed by Burlington Northern Inc. to Donald J. McBey and Mollie McBey by deed dated March 14, 1980.



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