

3427072 BK 3898 PG 268  
Yavapai County  
Patsy Jenney-Colon, Recorder  
02/01/2002 12:30P PAGE 1 OF 4  
RUSSELL WALLACE  
RECORDING FEE 7.00  
SURCHARGE 8.00  
POSTAGE 1.00

**WHEN RECORDED MAIL TO:**

Russell Wallace  
P.O. Box 575  
Mayer, Arizona 86333

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| BK  | FEE |
| MAP | SS  |
| PCL | SS  |
| 31  |     |

**QUITCLAIM DEED**

**THIS INDENTURE**, made between **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**, a Delaware corporation, (formerly The Atchison, Topeka and Santa Fe Railway Company), of 2500 Lou Menk Drive, Fort Worth, Texas 76131-2830, hereinafter called "Grantor", and **RUSSELL WALLACE AND ELISABETH WALLACE**, husband and wife as joint tenants with right of survivorship, of P.O. Box 575, Mayer, Arizona 86333, hereinafter collectively called "Grantee".

For a valuable consideration, the receipt of which is hereby acknowledged, **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**, hereby **QUITCLAIMS**, without any covenants of warranty whatsoever and without recourse to Grantor, its successors and assigns, to Grantee all right, title and interest, if any in the following described real property, subject, however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise, in Yavapai County, Arizona, hereinafter called "Property, being more particularly described in Exhibit "A", consisting of one 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 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.

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 themselves and for their heirs, 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 has 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 25th day of January, 2002.

**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

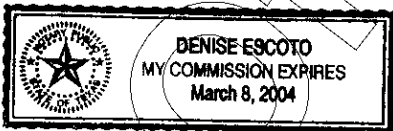
COUNTY OF TARRANT

§  
§ ss.  
§

On this 25th day of January, 2002, before me, the undersigned, a Notary Public in and for said County and State, personally appeared D. P. Schneider and Patricia Zbichorski, known to me to be General Director Real Estate and Assistant Secretary, respectively, of the corporation that executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

*Denise Escoto*  
Notary's Signature

My Commission Expires: March 8, 2004



**FORM APPROVED BY LAW**

|                |            |
|----------------|------------|
| APPROVED LEGAL | <i>KKA</i> |
| APPROVED FORM  | <i>AH</i>  |
| APPROVED       | <i>BEU</i> |

**EXHIBIT "A"**

All that portion of the Abandoned Burlington Northern and Santa Fe Railway Company right-of-way as shown on the plat of record for the Town of Humboldt found in Book 2 of Maps, Page 9, Yavapai County records, all located in Sections 14 and 15, Township 13 North, Range 1 East, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the Southwest corner of said Section 14 marked with a General Land Office brass cap, from which a GLO brass cap at the South quarter corner of Section 14 bears North  $89^{\circ}54'53''$  East 2637.94 feet (basis of bearing);

Thence North  $89^{\circ}54'53''$  East 592.98 feet along the Southerly line of Section 14 to the intersection with the Westerly BNSF right-of-way at engineer's station 25+42.04 marked with a one-half inch rebar and THE TRUE POINT OF BEGINNING;

Thence Northwesterly 208.85 feet along said right-of-way on a non-tangent curve to the right with a radius of 1482.39 feet, an included angle of  $08^{\circ}04'20''$  and a chord bearing North  $45^{\circ}17'40''$  West 208.68 feet to a one-half inch rebar at engineer's station 23+33.2;

Thence North  $41^{\circ}15'30''$  West 1430.60 feet along said right-of-way to the intersection with the Southwesterly prolongation of the centerline of Corral Street as shown on the said plat of The Town of Humboldt and marked with a one-half inch rebar;

Thence North  $48^{\circ}42'01''$  East 100.00 feet along the prolongation of said centerline to the Easterly BNSF right-of-way marked with a one-half inch rebar;

Thence South  $41^{\circ}15'30''$  East 1430.67 feet along said easterly right-of-way to engineer's station 23+33.2 marked with a one-half inch rebar;

Thence Southeasterly 317.25 feet along said right-of-way on a curve to the left with a radius of 1382.39 feet, an included angle of  $13^{\circ}08'56''$  and a chord bearing South  $47^{\circ}49'58''$  East 316.55 feet to the intersection with the Southerly line of said Section 14 at engineer's station 26+50.46 and marked with a one-half inch rebar;

Thence South  $89^{\circ}54'53''$  West 161.49 feet along the Southerly line of Section 14 to THE TRUE POINT OF BEGINNING;

Containing 3.89 acres more or less.