



BURLINGTON NORTHERN RAILROAD

SALES and PROPERTY
MANAGEMENT DEPARTMENT

3300 Continental Plaza
777 Main Street
Ft. Worth, Texas 76102

July 23, 1985

City of Arlington
Third and Olympic
Arlington, Washington 98223

Gentlemen:

RE: Permit 248,000 - 15-inch sanitary sewer pipeline - Arlington,
Washington

Attached is copy of completed agreement for your file.

Sincerely,

R. L. Schwinghammer

R. L. Schwinghammer
Lease Representative

Attachment

er1s0723.1

KP:

The requirement for Woodlands
to pay RR fee is in the
Covenants - (9.1)

B

mailed 10/22/85

04.31

S
RATIONS

SUITE 525
900 WEST FIFTH AVENUE
ANCHORAGE, ALASKA 99501
(907) 276-4557 TELEX: 090-26-695

FILE: 13868/31082

Mr. Howard Christianson
City Supervisor
City of Arlington
City Hall
Third and Olympic Avenue
Arlington, Washington 98223

Re: The Woodlands

Dear Howard:

After some typical procrastination from the railroad and a certain amount of procrastination myself (for which I apologize), I can now explain the Burlington Northern permit situation. Better yet, the news is good.

Burlington Northern sent you 3 things. The first is the fully executed lease for the J.H. Baxter & Company drainage ditch. That is all taken care of. The rent is \$50 per year. You can put the lease wherever you file such things and so long as you pay Burlington Northern \$50 every February 1, you need not worry about it again.

The next two things were 2 copies of the permit for the sewer trunk. Burlington Northern has made all the changes Penn Mathews wanted and has lowered the annual rent from \$1,250.00 to \$500.00 per year. All you need to do is to have the mayor sign both copies and return them both to Burlington Northern for signature. Burlington Northern will then return one copy to you for your files.

That leaves only one remaining problem. The sewer line permit does not include the retaining wall. Enclosed is a completed application for a lease for the retaining wall. Please have the mayor sign it. I have discussed the problem with John Maher of Burlington Northern and he will take care of getting a lease or permit for the retaining wall as well. He'll have to charge something for it, but he assured me he'd apply the same discretion in evaluating that charge as he did in reducing the sewer permit charge.

Mr. Howard Christenson
July 15, 1985
Page Two

BOGLE & GATES

I am also enclosing a letter from me to Mr. Maher, reminding him of the circumstances surrounding the retaining wall. I suggest that when the mayor has signed the two permits for the sewer line and the application for the retaining wall, that you send them as enclosures to my letter in the envelope provided.

There is actually a reasonable chance that will take care of it.

Very truly yours,

BOGLE & GATES



Elaine L. Spencer

cc: Robert G. Ludwick

Trfr: 241,324, 6-16-82, Canus Investment Corporation;
240,037, 2-16-82, Canus Investment Corporation

DUPLICATE

Pipeline
No. 248,000

THIS AGREEMENT, made this 1st day of February, 1985, between
BURLINGTON NORTHERN RAILROAD COMPANY (formerly
BURLINGTON NORTHERN INC), a Delaware corporation, hereinafter called "Railroad," and CITY OF ARLINGTON, a
municipal corporation of the State of Washington,

whose post office address is Third and Olympic, Arlington, Washington 98223,
hereinafter called "Permittee."

WITNESSETH:

Railroad, for and in consideration of the fee herein provided to be paid to it by Permittee and of the covenants and
promises hereinafter made to be observed and performed by Permittee, does hereby grant to Permittee license and permission
to ~~excavate for, construct,~~ maintain and operate a 15-inch sanitary sewer pipeline,

hereinafter referred to as the "facility," upon, along or across the right of way of Railroad, underneath the surface thereof,
and under the tracks of its railroad, as the case may be, at or near Arlington Station, in the County of
Snohomish, State of Washington, ~~to be~~ located as follows, to-wit:

as shown colored red on the plat thereto attached, marked
Exhibit "A", and by this reference thereto made a part hereof.

Permittee in consideration of such license and permission hereby covenants and promises as follows:

1. Permittee will pay in advance to Railroad for this permit the sum of Five Hundred Dollars (\$500.00)
per annum;

also all taxes and assessments that may be levied or assessed against said facility. ~~Railroad reserves the right to change the said
charge at any time while this permit remains in effect upon thirty (30) days' written notice. This provision for payment shall
in no way restrict Railroad's right of termination under Paragraph 0 hereof.~~

2. Permittee, at Permittee's sole cost and expense, shall ~~excavate for, construct,~~ reconstruct, maintain and repair the
facility, ~~placing the same in accordance with the specifications provided in application dated
heretofore approved by the Railroad's Regional Manager Engineering.~~

the right at any time when in his judgment it becomes necessary or advisable, to require any material used in the work to be replaced with like material or with material of a more permanent character; also to require additional work or change of location of said facility as a matter of safety, or of appearance, or on account of additional tracks being laid, change of grade thereof, construction of a building, or for any other reason whether or not connected with the operation, maintenance, or improvement of the railway of Railroad, all of which shall be done at the expense of Permittee in the manner herein provided.

3. Permittee shall give to the said Superintendent at least two (2) days' advance notice of any work to be done by Permittee in ~~the excavation, construction,~~ any reconstruction, maintenance, repair, change of location or removal of the facility, and shall conduct such work in such manner as not to interfere with the maintenance and operation of the railway of Railroad.

4. In the event that Railroad, at the request of Permittee or any agent or contractor of Permittee, or for the protection of its property and operations, does any work, furnishes any material or flagging service, or incurs any expense whatsoever on account of ~~the excavation for, construction,~~ any reconstruction, maintenance, repair, change of location, removal of the facility or otherwise, Permittee shall reimburse Railroad for the cost thereof within twenty (20) days after bills are rendered therefor. If ~~the excavation for construction,~~ any reconstruction, maintenance, repair, change of location, or removal of the facility, requires any or all of the following work: removal and replacement of track, bridging, protection of track or other railway facilities by work or flagging, engineering and/or supervision, such work is to be performed by Railroad employees and the cost borne by Permittee.

5. In the event any cathodic electrolysis or other electrical grounding system is installed in connection with the facility which, in the opinion of Railroad, in any way interferes with any train signals, telephone or telegraph lines, or other facilities of Railroad, Permittee upon being informed by Railroad of such interference shall forthwith discontinue operation of and remove said grounding system, or take such steps as may be necessary to avoid and eliminate all such interference. Permittee further agrees to indemnify and save harmless Railroad from and against any damages, claims, losses, suits or expenses in any manner arising from or growing out of interference with the signals, telephone or telegraph lines of Railroad by the operation, use or existence of any such grounding system.

6. Permittee shall and hereby releases and discharges Railroad of and from any and all liability for damage to or destruction of the said facility, and any other property of Permittee located on or near Railroad's premises; and shall and hereby assumes any and all liability for injury to or death of any and all persons whomsoever, including officers, employees and agents of the parties hereto, or loss of or damage to property to whomsoever belonging, including property owned by, leased to or in the care, custody and control of the parties hereto, in any manner arising from or during ~~the construction,~~ any reconstruction, use, maintenance, repair or removal of said facility, however such injury, death, loss, damage or destruction aforesaid may occur or be caused; and shall and hereby does indemnify and save harmless Railroad of and from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs or expenses arising or growing out of or in connection with any such injury, death, loss, damage or destruction aforesaid. Permittee further agrees to appear and defend in the name of Railroad any suits or actions at law brought against it on account of any such personal injuries, death or damage to property, and to pay and satisfy any final judgment that may be rendered against the Railroad in any such suit or action. The liability assumed by Permittee herein shall not be affected or diminished by the fact, if it be a fact, that any such suit or action brought against Railroad may arise out of negligence of Railroad, its officers, agents, servants or employees, or be contributed to by such negligence.

7. Permittee shall not transfer or assign this permit without the written consent of Railroad.

8. Nothing herein contained shall be construed to limit the right of Railroad to suspend or terminate this permit at any time.

10. ~~Upon any failure of Permittee punctually and strictly to observe and perform the covenants and promises made herein by Permittee to be kept and performed, Railroad may terminate this agreement on ten (10) days' notice to Permittee, remove the facility, and restore the right of way to its previous condition at the cost and expense of Permittee.~~

11. Any notices given under the provisions of this agreement shall be good if deposited postpaid in a United States post office addressed to Permittee at Permittee's post office address above stated or as otherwise directed by Permittee.

12. The license and permission herein granted is subject to permits, leases and licenses, if any, heretofore granted by Railroad affecting the premises upon which said facility is located.

Subject to the foregoing provisions, this agreement and all of the covenants and promises thereof, shall inure to the benefit of and be binding upon the parties hereto, their respective executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Railroad and Permittee have executed this agreement the day and year first above written.

In Presence of:

BURLINGTON NORTHERN RAILROAD COMPANY
~~BURLINGTON NORTHERN INC.~~

By H. P. Neave
~~General Manager - Leases~~
Director - Property Management

CITY OF ARLINGTON

By [Signature] Mayor
Attest [Signature] City Clerk

EATTLE
3071+05

CO. H. CANY CABLE, PER
3070+36 - C.G.
3070+87 Rd. Xing
3071+32 C.G.D.

77+26.5 Yard Limit

5080+46
3081+08 E.F.C.L.

3083+45 W.P.L.10
3082+23

6'00
Arlington
Plug Co.

MR. 3091+09
33+50 4' 900 50 240

3094+07 Rd. Xing
H.B. 504 L.J. 729

H.58 CL. P. 14
3097+92 W.P.R.10

4' 21 End
4 B.W.P. 16

3103+56 Yard Limit

3109+30 H.B. 59k L.J. 730
316 Official Main Per. 100312
316 Official Main Per. 100312

3059+75 Fe ch R
3070+57-6'6 W.B.C.
3070+70 Fe ch L
3070+93 Xing Str. L.L.
5.5 3070+87
177 P. 587+92 12 U.G.

3071+05

PUD No. 1
3 Cable UG Xing
CASCADE NAT. GAS CORP.
U.S. KING 6' DEED
3088+47 Fe. ch.

Stohomint Co.
12,470 Volt

S.S. 3078+50
8" Water Line for Quadrastech, Inc.
M.P. 58+5083
LEASE # 209405

Le. Co.
d Cable Xing
5097

CITY OF ARLINGTON
15" SAN. SEWER 12' U.G.

EXHIBIT "A"

BURLINGTON NORTHERN
PACIFIC DIVISION

ARLINGTON, WI

ENGR. AREA
SCALE 1"=400' DATE 7-5-80 LINE



JONES LANG
LASALLE

Jones Lang LaSalle Americas, Inc.
200 West Mercer Street, Suite E502 Seattle Washington 98119
tel +1 206 748 9422 fax +1 206 447 4727

RECEIVED

DEC 01 2009

Utilities Div.

November 24, 2009

Sent via U.S. Mail and Certified Mail-Return Receipt Requested

City of Arlington
238 N Olympic Ave
Arlington, WA 98223

15" Sanitary Sewer

RE: Lease # 248000

Location: Arlington, WA

Dear Lessee,

This letter is in regard to the rental established for the above captioned indefinite term lease.

Jones Lang LaSalle is acting as a representative of BNSF Railway Company. Jones Lang LaSalle recently completed a review of comparable land values in your area and determined that your base rent is below market value and should be adjusted.

Effective February 1, 2010, your annual rent will increase to \$2,000.00, payable annually in advance. In addition, beginning in 2011, the base rent shall increase 3% annually.

Please understand that billing or acceptance by Lessor of any rental shall not imply a definite term or otherwise restrict either party from canceling this Lease as provided therein.

This letter is a supplement to your Lease, which will remain in effect except as hereby amended.

Respectfully,

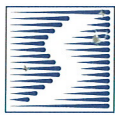
Kathleen Santiago
Assistant Transaction Specialist

TO: KRISTAN BANFIELD

CC: RETA SHEPARD

KRIS WALLACE

FR: Jim K



STAUBACH

A World of Real Estate Knowledge

12/27/04

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

December 15, 2004

City of Arlington
City Hall
238 N. Olympic
Arlington, WA 98223

15" Sanitary Sewer

RE: Lease #248,000 Location: Arlington, WA

Dear Lessee,

This is in regard to the rental established for the above captioned Lease.

We are presently reviewing rentals on our system and have determined from current data that the base rent should be \$1,500.00 per year, payable annually in advance. This new rental will be effective February 1, 2005. In addition, base rent shall increase 3% annually during the term of the Lease. Lessor reserves the right to change rental rates as conditions warrant. Billing or acceptance by Lessor of any rental shall not imply a definite term or otherwise restrict either party from canceling this Lease as provided herein.

As a matter of clarification, quoting the rent for a specific period and payment in advance does not convert the Lease to a definite term.

This letter is a supplement to your Lease, which will remain in effect except as hereby amended.

Your continued occupancy of the leased premises beyond the effective date of the rental increase shown above will indicate to us that you have elected to continue your occupancy of the site under this modified term and you will be billed accordingly. Please adjust your records accordingly and we will send you an invoice reflecting the new rent prior to the next due date. We suggest that you file this notice with your copy of the above agreement.

Staubach Global Services, Inc. is acting as representative for the Burlington Northern and Santa Fe Railway Company.

Sincerely,

Mary Kaye Bardue
Associate Transaction Manager

C A T E L L U S



December 31, 1996

City of Arlington
City Hall
Arlington, WA 98223

RE: Lease #248,000 Location: Arlington, WA

Dear Lessee:

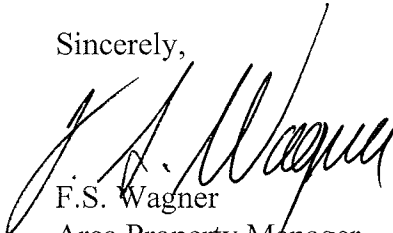
This is in regard to the rental established for the above captioned lease.

We are presently reviewing rentals on our system and have determined from current data that the rental should be \$1,000.00 per annum, payable annually in advance. This new rental will be effective February 1, 1997, and you will receive a statement with a return envelope shortly before then.

As a matter of clarification, quoting the rent for a specific period and payment in advance does not convert the lease to a definite term.

This letter is a supplement to your lease, which will remain in effect except as hereby amended.

Sincerely,


F.S. Wagner
Area Property Manager
(206) 625-6371