

200401305045 3 PGS
01-30-2004 08:24am \$0.00
SNOHOMISH COUNTY, WASHINGTON T

This form is your receipt when stamped by cashier

(Use Form No. 84-0001B for Reporting Transfers of Controlling Interest of Entity Ownership to the Department of Revenue)
THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS 1-7 ARE FULLY COMPLETED

285379

SELLER GRANTOR	1 Name <u>The Burlington Northern and Santa Fe Railway Company</u> <u>Delaware Corporation</u>	BUYER GRANTEE	2 Name <u>The City of Arlington, Washington</u>
	Street <u>2500 Low Menk Drive</u>		Street <u>238 N Olympic Avenue</u>
	City/State/Zip <u>Ft Worth, TX 76131-2830</u>		City/State/Zip <u>Arlington, WA 98223</u>

3 ADDRESS TO SEND ALL PROPERTY TAX RELATED CORRESPONDENCE Name <u>See No 2 Above</u> Street _____ City/State/Zip _____	ALL TAX PARCEL NUMBERS <u>Railroad Right-of-Way</u> <u>00995300005000</u>	COUNTY TREASURER PLACE ASSESSED VALUE IF TAX EXEMPT
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4 LEGAL DESCRIPTION OF PROPERTY SITUATED IN UNINCORPORATED Snohomish COUNTY OR IN CITY OF Arlington
Street Address (if property is improved) Vacant
That portion of the Northwest Quarter of the Northeast Quarter of Section 11, Township 31 North, Range 5 East, W M additional legal description attached on Exhibit "A"

FILED FOR RECORD AT REQUEST OF
TRANSACTION TITLE INSURANCE CO

5 Is this property currently

Classified or designated as forest land? Chapter 84 33 RCW	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Classified as current use land (open space, farm, and agricultural, or timber)? Chapter 84 34 RCW	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exempt from property tax as a nonprofit organization? Chapter 84 36 RCW	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Seller's Exempt Reg No _____		
Receiving special valuation as historic property? Chapter 84 26 RCW	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Property Type: land only land with new building
 land with previously used building land with mobile home
 timber only building only

Principal Use Apt (4+ unit) residential
 timber agricultural commercial/industrial
 other _____

6 Description of personal property included in gross selling price, both tangible (eg, furniture, equipment, etc) or intangible (eg, goodwill, agreement not to compete, etc)
AK per PW
If exemption claimed, list WAC number and explanation
WAC No (Sec/Sub) 458-61-090
Explanation Date of Sale

Type of Document Quitclaim Deed
Date of Document 12/9/03

Gross Selling Price \$	455,000 00
Personal Property (deduct) \$	0 00
Taxable Selling Price \$	455,000 00
Excise Tax State \$	5,824 00
Local \$	2,275 00
Delinquent Interest State \$	
Local \$	
Delinquent Penalty \$	
Total Dye \$	8,099 00

A MINIMUM OF \$2.00 IS DUE AS A PROCESSING FEE AND TAX

8 (1) NOTICE OF CONTINUANCE (RCW 84 33 OR RCW 84 34)
If the new owner(s) of land that is classified or designated as current use or forest land wish to continue the classification or designation of such land, the new owner(s) must sign below. If the new owner(s) do not desire to continue such classification or designation, all compensating or additional tax calculated pursuant to RCW 84 33 120 and 140 or RCW 84 34 108 shall be due and payable by the seller or transferor at the time of sale. The county assessor must determine if the land transferred qualifies to continue classification or designation and must so indicate below. Signatures do not necessarily mean the land will remain in classification or designation. If it no longer qualifies, it will be removed and the compensating taxes will be applied. All new owners must sign.

This land does does not qualify for continuance

Date _____ DEPUTY ASSESSOR

(2) NOTICE OF COMPLIANCE (Chapter 84 26 RCW)
If the new owner(s) of property with special valuation as historic property wish to continue this special valuation the new owner(s) must sign below. If the new owner(s) do not desire to continue such special valuation, all additional tax calculated pursuant to Chapter 84 26 RCW, shall be due and payable by the seller or transferor at the time of sale.

(3) OWNER(S) SIGNATURE _____

7 AFFIDAVIT
I Certify Under Penalty of Perjury Under The Laws of The State of Washington That The Forgoing Is True And Correct (See back page of this form)

Signature of Grantor/Agent Rhonda Burton
Name (print) Rhonda Burton, Assoc Mgr T&E-TSC acting agent
Date and Place of Signing 12/10/03 Ft Worth, TX

Signature of Grantee/Agent Robert H. Mayne
Name (print) Robert H. Mayne
Date & Place of Signing 12/12/03 Arlington, WA

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000 00), or by both imprisonment and fine (RCW 9A 20 020 (1C))

REV 84 0001a (3-18-99) (PD 10-18-01) FOR TREASURER'S USE ONLY COUNTY TREASURER

285379

mtc

No. 231867 1/23/2004 3:27 PM
Thank you for your payment.
GERI

8,099.00

EXHIBIT "A"

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 11;
THENCE SOUTH $88^{\circ}12'52''$ EAST ALONG THE NORTH LINE OF SAID SUBDIVISION, FOR A
DISTANCE OF 78.81 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND
CONVEYED TO ANT, LLC, BY QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NO (AFN)
9806220814, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, AND THE TRUE POINT OF
BEGINNING;
THENCE CONTINUE SOUTH $88^{\circ}12'52''$ EAST ALONG THE NORTH LINE OF SAID SUBDIVISION, FOR
A DISTANCE OF 69.75 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN TRACT OF LAND
CONVEYED TO THE CITY OF ARLINGTON BY QUIT CLAIM DEED, DATED DECEMBER 5, 1996,
RECORDED UNDER AUDITOR'S FILE NO: 9702070186, RECORDS OF SNOHOMISH COUNTY,
WASHINGTON,
THENCE SOUTH $0^{\circ}46'41''$ WEST ALONG THE WEST LINE OF SAID AFN 9702070186, FOR A
DISTANCE OF 716.14 FEET;
THENCE CONTINUE ALONG THE WEST LINE OF SAID AFN 9702070186, ALONG A CURVE TO THE
RIGHT, WHICH HAS A RADIUS OF 1541.23 FEET, THROUGH A CENTRAL ANGLE OF $1^{\circ}46'28''$, FOR
AN ARC DISTANCE OF 47.73 FEET;
THENCE NORTH $88^{\circ}12'52''$ WEST PARALLEL WITH THE NORTH LINE OF SAID SUBDIVISION, FOR A
DISTANCE OF 38.87 FEET,
THENCE NORTHERLY ALONG A CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS
NORTH $88^{\circ}13'21''$ WEST, FOR A DISTANCE OF 1361.86 FEET, THROUGH A CENTRAL ANGLE OF
 $0^{\circ}59'59''$, FOR AN ARC DISTANCE OF 23.76 FEET;
THENCE NORTH $0^{\circ}46'41''$ EAST PARALLEL WITH THE WEST LINE OF SAID AFN 9702070186, FOR A
DISTANCE OF 504.14 FEET;
THENCE NORTH $88^{\circ}12'52''$ WEST PARALLEL WITH THE NORTH LINE OF SAID SUBDIVISION, FOR A
DISTANCE OF 39.23 FEET TO A POINT 25.00 FEET EAST OF THE EAST LINE OF SAID AFN
9806220814, AS MEASURED PERPENDICULAR THERETO;
THENCE NORTH $9^{\circ}01'00''$ EAST FOR A DISTANCE OF 133.12 FEET THE THE SOUTH LINE OF THE
NORTH 103.87 FEET OF SAID SUBDIVISION;
THENCE NORTH $88^{\circ}12'52''$ WEST PARALLEL WITH THE NORTH LINE OF SAID SUBDIVISION, FOR A
DISTANCE OF 25.20 FEET TO THE EAST LINE OF SAID AFN 9806220814;
THENCE NORTH $9^{\circ}01'00''$ EAST ALONG SAID EAST LINE FOR A DISTANCE OF 104.71 FEET TO THE
TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE CITY OF ARLINGTON, COUNTY OF SNOHOMISH, STATE OF WASHINGTON



State of Washington
 Department of Revenue
 Miscellaneous Tax Section
 PO Box 47477
 Olympia WA 98504-7477

**REAL ESTATE EXCISE TAX
 SUPPLEMENTAL STATEMENT**
 (WAC 458-61-150)

This form must be submitted with the Real Estate Excise Tax Affidavit (FORM REV 84 0001A) for claims of tax exemption as provided below. Completion of this form is required for the types of real property transfers listed in numbers 1-5 below. Only the first white page of this form needs original signatures. A notary's signature is only required for Items 3 and 5.

AUDIT: The transfer referred to on this document is subject to audit by the Department of Revenue under RCW 82.45.150.

PERJURY: Perjury is a class C felony which is punishable by imprisonment in a state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine. (RCW 9A.20.020 (1C))

The persons signing below do hereby swear under penalty of perjury that the following is true (check appropriate statement)

1 **DATE OF SALE:** (WAC 458-61-090)
 I, (print name) Kerry Wise certify that the Quitclaim Deed
 (type of instrument), dated 12-9-2003, was delivered to US in escrow by Burlington Northern and Santa Fe Railway
 (seller's name) **NOTE:** Attorney, escrow agent, title company agent, or title insurance company agent named here must sign below and indicate name of firm. No notary is required. The payment of the tax is considered current if it is not more than 90 days beyond the date shown on the instrument. If it is past 90 days, interest and penalties apply to the date of the instrument.

2 **GIFTS:** (WAC 458-61-410) One of the following must be checked. (NOTE: For gifts, both Grantor and Grantee must sign below. No notary is required.)
 A NO DEBT Grantor gifts property which has no underlying debt (See Example 1 on reverse.)
 B THERE IS DEBT, BUT GRANTOR CONTINUES TO MAKE PAYMENTS. Grantor gifts property to Grantee and will continue to make all payments on debt of \$ _____ (please state total debt, not monthly payment) Grantee will not be making any payments on the debt for which the Grantor is liable (See Examples 2 and 3 on reverse.)
 C OTHER GIFT TRANSFERS Grantor gifts the equity portion of the value of the property to the Grantee. Grantee will make payments toward the debt of \$ _____ (please state total debt, not monthly payment) for which the Grantor is liable. In addition, Grantee will pay the Grantor \$ _____. The transaction is taxable to the total of any consideration, including debt. (See Examples 2, 4, and 5 on reverse.)

3 **INCORPORATOR:** (WAC 458-61-375 (2G))
 I, (print name) _____, am acquiring the subject property on behalf of (print corporation name) _____. Such corporation is currently being formed. **NOTE:** Grantee must sign below. Signature must be notarized.

4 **IRS "TAX DEFERRED" EXCHANGE:** (WAC 458-61-480)
 I, (print name) _____, certify that I am acting as an Exchange Facilitator in transferring real property to _____ pursuant to IRC Section 1031, and in accordance with WAC 458-61-480. **NOTE:** Exchange Facilitator must sign below. No notary is required.

5 **NOMINEE:** (WAC 458-61-550)
 I, (print name) _____, am acquiring the subject real property as nominee on behalf of (print name of third party principal) _____ on (date of conveyance) _____.
NOTE: Grantee and principal must sign below. Both signatures must be notarized on or prior to the date of the conveyance to nominee. This statement must be attached to the Real Estate Tax Affidavit for transfer from nominee to principal.

Escrow Agent/Attorney/Title Company Agent/Title Insurance Company Agent (Indicate name of firm)

Grantor/Nominee/Exchange Facilitator Signatures:
Kerry Wise Transnational Title Company
Kerry Wise

Grantee/Principal/Incorporator Signatures:

NOTARY Required only for Incorporator (Item 3) or Nominee (Item 5)

Subscribed and sworn to me this _____ day of _____, _____, Notary Public
 _____ (Signature)
 _____ (Print Name)

Distribution Separate the copies of this form and attach to the Real Estate Excise Tax Affidavit as follows

- 1) Attach one copy to the County Treasurer's Original
- 2) Attach one copy to the Dept. of Revenue's Copy
- 3) Attach one copy to the County Assessor's Copy
- 4) Attach one copy to the Taxpayer's Copy

in and for the state of _____
 residing at _____

\$ 455,000 285379

8,099.00

WHEN RECORDED MAIL TO:



200401230657 8 PGS
01-23-2004 03:41pm \$26.00
SNOHOMISH COUNTY, WASHINGTON

When recorded mail to:
LandAmerica Financial Group, Inc
Attn: Denise A. Pector
1850 N Central Ave, #300
Phoenix, AZ 85004
Escrow No. AD3-42958-DAP

No. 2318867 1/23/2004 3:27 PM
Thank you for your payment.
GERI

TN-20016604 ✓

FILED FOR RECORD AT REQUEST OF
TRANSACTION TITLE INSURANCE CO

QUITCLAIM DEED

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation, (formerly Burlington Northern Railroad Company) successor in interest to Seattle, Lakeshore and Eastern Railway 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 THE CITY OF ARLINGTON, WASHINGTON, a Washington corporation, of 238 N Olympic Avenue, Arlington, Washington 98223, 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 Snohomish, State of Washington, hereinafter called "Property", together with all after acquired title of Grantor therein, being more particularly described as follows

That portion of the Northwest Quarter of the Northeast Quarter of Section 11, Township 31 North, Range 5 East, W M , additional legal description is on page 8 in 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 Real Parcel # 00995300005000

ALSO RESERVING, unto said Grantor, its successors and assigns, a 25' wide railroad easement over that portion of the NW¼NE¼ of Section 11, Township 31 North, Range 5 East, W M, Snohomish County, Washington, said easement being more particularly described as follows, to-wit

Commencing at the North Quarter Corner of said Section 11, thence South 88° 12' 52" East along the north line of said section 78 81 feet to the northeast corner of that certain tract of land conveyed to ANT, LLC, by Quitclaim Deed recorded under Auditor's File No (AFN) 9806220814, records of said County, and the True Point of Beginning, thence South 09° 01' 00" West along the Easterly line of said tract of land 104 71 feet, thence South 88° 12' 52" East, 25 20 feet, thence North 09° 01' 00" East, 104 71 feet to the north line of said Section 11, thence North 88° 12' 52" West along said north line 25 20 feet to the True Point of Beginning,

including the right, privilege and easement to construct, maintain, repair, renew, use, operate over, replace or remove railroad tracks, trestles, bridges, drainage facilities and appurtenances ("Railroad Facilities") thereto in, along, over, upon or across the Property necessary or beneficial for the operation of Grantor's railroad, including without limitation Railroad Facilities required by Grantor, its successors or assigns to provide or reinstitute common carrier or contract rail services, and to have and to hold said easement for so long as the same is used or required for railroad purposes, provided that

A. TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR AND GRANTOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

(i) GRANTEE'S OCCUPATION AND USE OF THE PROPERTY, INCLUDING THE OCCUPATION AND USE OF THE PROPERTY BY ANY THIRD PARTY;

(ii) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PROPERTY CAUSED BY, AGGRAVATED BY, OR CONTRIBUTED IN WHOLE OR IN PART, BY GRANTEE; OR

(iii) ANY ACT OR OMISSION OF GRANTEE OR GRANTEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH GRANTEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

B. Upon written notice from Lessor, Lessee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this Lease for which Lessee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Lessee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments

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 shall, at its sole cost and expense, construct and maintain a 6' high, cyclone protective fence inside the boundary of the Property along the whole of the boundary between the Property and any and all adjoining land owned by Grantor.

TO HAVE AND TO HOLD the Property, together with all the appurtenances thereunto belonging, unto the said Grantee, its 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 9th day of December, 2003

**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

Grantor's Federal Tax ID No.: 41-6034000



ACCEPTED:

THE CITY OF ARLINGTON,
WASHINGTON

By _____
Name: Robert Krask
Title: _____

STATE OF WASHINGTON

§

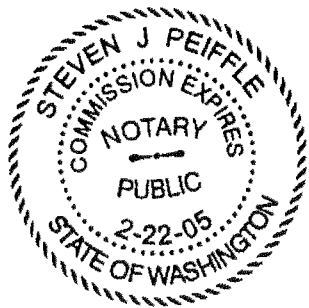
ss.

COUNTY OF SNOHOMISH

§

On this 12th day of December, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert Krask, to me known to be the Mayor, of **THE CITY OF ARLINGTON, WASHINGTON**, the Washington corporation that accepted 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 he is authorized to accept said instrument for said corporation

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



[Signature]
Notary Public for the State of Washington
Residing at Arlington
My appointment expires 2/22/05

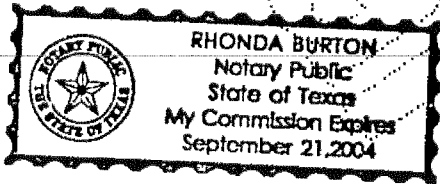
STATE OF TEXAS

§
§ ss.
§

COUNTY OF TARRANT

On this 9th day of December, 2003, 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 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>KKH</u>
APPROVED FORM	<u>Rhe</u>
APPROVED	<u>REW</u>

EXHIBIT "A"

City of Arlington Property Acquisition from Burlington Northern Santa Fe,
(Northern Pacific) Railroad

Parcel No. 1

That portion of the Northwest Quarter of the Northeast Quarter of Section 11,
Township 31 North, Range 5 East, W.M., described as follows,

Commencing at the North Quarter Corner of said Section 11; thence South $88^{\circ}12'52''$ East along the north line of said subdivision, for a distance of 78.81 feet to the northeast corner of that certain tract of land conveyed to ANT, LLC, by Quit Claim Deed recorded under Auditor's File No. (AFN) 9806220814, records of Snohomish County, Washington, and the True Point of Beginning; thence continue South $88^{\circ}12'52''$ East along the north line of said subdivision, for a distance of 69.75 feet to the northwest corner of that certain tract of land conveyed to the City of Arlington by Quit Claim Deed, dated December 5th, 1996, recorded under Auditor's File No. 9702070186, records of Snohomish County, Washington; thence South $0^{\circ}46'41''$ West along the west line of said AFN 9702070186, for a distance of 716.14 feet; thence continue along the west line of said AFN 9702070186, along a curve to the right, which has a radius of 1541.23 feet, through a central angle of $1^{\circ}46'28''$, for an arc distance of 47.73 feet, thence North $88^{\circ}12'52''$ West parallel with the north line of said subdivision, for a distance of 38.87 feet, thence northerly along a curve to the left from which the radius point bears North $88^{\circ}13'21''$ West, for a distance of 1361.86 feet, through a central angle of $0^{\circ}59'59''$, for an arc distance of 23.76 feet, thence North $0^{\circ}46'41''$ East parallel with the west line of said AFN 9702070186, for a distance of 504.14 feet, thence North $88^{\circ}12'52''$ West parallel with the north line of said subdivision, for a distance of 39.23 feet to a point 25.00 feet east of the east line of said AFN 9806220814, as measured perpendicular thereto; thence North $9^{\circ}01'00''$ East for a distance of 133.12 feet to the south line of the north 103.87 feet of said subdivision, thence North $88^{\circ}12'52''$ West parallel with the north line of said subdivision, for a distance of 25.20 feet to the east line of said AFN 9806220814, thence North $9^{\circ}01'00''$ East along said east line, for a distance of 104.71 feet to the True Point of Beginning.

