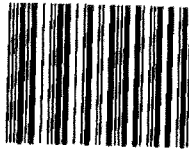


9707290400



9707290400
07/29/97 12:55
p.0006 Recorded
Snohomish County

Return Name and Address:

City of Arlington
Public Works
238 North Olympic Ave
Arlington, WA 98223

Please print or type information

| |
|--|
| Document Title(s) 1. Quitclaim Deed 2. 3. 4. |
| Grantor(s) 1. The Burlington Northern and Santa Fe Railway Company 2. 3. 4. <input type="checkbox"/> Additional names on page ____ of document. |
| Grantee(s) 1. The City of Arlington 2. 3. 4. <input type="checkbox"/> Additional names on page ____ of document. |
| Legal description (abbreviated: i.e. lot, block, plat OR section, township, range, qtr./qtr.) Section 26, Township 31 North, and Range 5 East more particularly described in Exhibit "A", Consisting of (1) page, attached hereto <input type="checkbox"/> Additional legal is on page ____ of document |
| Reference Number(s) (Auditor File Numbers) of Documents assigned or released: <input type="checkbox"/> Additional numbers on page ____ of document. |
| Assessor's Property Tax Parcel/Account Number No tax serial numbers - Railroad right of way. <input type="checkbox"/> Property Tax Parcel ID is not yet assigned <input type="checkbox"/> Additional parcel numbers on page ____ of document |
| The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information. |

WHEN RECORDED MAIL TO:

The City of Arlington
238 N. Olympic Avenue
Arlington, Washington 98223

RECORDED AT THE REQUEST OF:

The City of Arlington
238 N. Olympic Avenue
Arlington, Washington 98223

REAL ESTATE EXCISE TAX

SALE PRICE: 5,000
RECEIPT NO. 479999

JUL 29 1997

ROB DANFLO, Snohomish County Clerk
[Signature]
Deputy

QUITCLAIM DEED

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation, (formerly Burlington Northern Railroad Company), of 2650 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**, a municipal corporation, of 238 N. Olympic Avenue, Arlington, Washington 98223, hereinafter called "Grantee", all its right, title and interest, if any, in real estate situated in Snohomish County, State of Washington, hereinafter called "Property", together with all after acquired title of Grantor therein, described as follows:

Section 26, Township 31 North, and Range 5 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, 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.

No tax serial numbers - Railroad right of way.

9707290400

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 IN AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS 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.

TO HAVE AND TO HOLD the same 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 24th day of June, 1997.

**THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY**

By: *D. P. Schneider*
D. P. Schneider
General Director Real Estate

ATTEST:

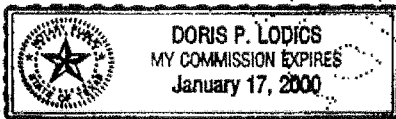


By: *Margaret B. Aclin*
Margaret B. Aclin
Assistant Secretary

STATE OF TEXAS §
§ ss.
COUNTY OF TARRANT §

On this 24th day of June, 1997, before me, the undersigned, a Notary Public in and for the State of Texas, duly commissioned and sworn, personally appeared D. P. Schneider and Margaret R. Aclin, 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.



Doris P. Lodics
Notary Public in and for the State of Texas

Residing at: Fort Worth, Texas

My appointment expires: 1-17-2000

FORM APPROVED BY LAW

| | |
|----------------|-----|
| APPROVED LEGAL | BRJ |
| APPROVED FORM | BRJ |
| APPROVED | 7 |

BNSF 00291 Arlington, WA

9707290400

EXHIBIT "A"

That certain strip of land situated in the $W\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}$ of Section 26, Township 31 North, Range 5 East of the Willamette Meridian, Snohomish County, Washington, lying contiguous to and Easterly of the former Northern Pacific Railway Company's (now The Burlington Northern and Santa Fe Railway Company) Original 100.0 foot wide Seattle to Sumas, Washington Main Track right of way, being the same strip of land described in Warranty Deed from Carl W. Ostrand and Anna Ostrand dated October 21, 1913, and filed for record October 29, 1913 in Book 153, page 163, in and for said County, described as follows, to-wit:

Beginning at the point of intersection of the Easterly line of said Original 100.0 foot wide right of way with the Southerly line of the present County Road, said point of intersection being 640 feet, more or less, Southerly, as measured along said Easterly right of way line from its intersection with the North line of Section 27, Township 31 North, Range 5 East; thence Southerly along said Easterly right of way line, being parallel with and 50.0 feet Easterly, as measured at right angles from the hereinafter described Original Main Track centerline, a distance of 400 feet, more or less; thence in a Northeasterly direction on a line forming a Northeasterly angle of $17^{\circ} 45'$ with said Easterly right of way line a distance of 196.7 feet, more or less, to a point that is 60.0 feet Easterly, as measured at right angles from said Railway Company's Easterly right of way line; thence Northerly parallel with and 60.0 feet Easterly, as measured at right angles from said Easterly right of way line, a distance of 400 feet, more or less, to the Southerly line of said County Road; thence in a Southwesterly direction along said Southerly County Road line a distance of 196.7 feet, more or less, to the Point of Beginning.

Original Main Track Centerline

Beginning at a point on the North line of said Section 27, Township 31 North, Range 5 East, distant 87.6 feet West of the Northeast corner thereof, thence Southeasterly, deflecting an angle of $85^{\circ} 03'$, measured from East to South of said North line, to a point on the South line of the $NW\frac{1}{4}NW\frac{1}{4}$ of said Section 26, distant 25 feet, more or less, East of the Southwest corner thereof, and there terminating.