



BURLINGTON NORTHERN RAILROAD

2000 First Interstate Center
999 Third Avenue
Seattle, Washington 98104-1105
Phone 206-467-3329

PACIFIC DIVISION
Permit Department
C. David George

May 30, 1990

CITY OF ARLINGTON
238 N. Olympic
Arlington, WA 98223

Attention: Thom Myers, City Manager
Kathy Peterson, City Clerk

Re: Assignment of Permit Number 224,573 from Welco Lumber Company to
CITY OF ARLINGTON

Attached is copy of completed assignment for your file.


This will also acknowledge receipt of Welco Lumber Company check
No. 77954 dated 4/16/90, in the amount of \$50.00, to cover the permit
assignment fee for the ENTIRE TIME.

You Will be billed from our accounting offices in St. Paul, per the
original agreement.

Should you have a NAME CHANGE OR change of address in the future other
than that shown in this Agreement, kindly notify us at the above
address making reference to this Permit Agreement number. Also notify
us of any change of property ownership served by this facility as
outlined in this Agreement, with reference to transfer and/or
assignment.

Before beginning any work on our right-of-way, 48 hours' advance
notice must be given to our Roadmaster so he can make any arrangements
he deems necessary. His telephone number in Everett is 259-9690.

Yours truly,

C. David George
C. David George
Permit Specialist 

Att.

cc: Mr. J. P. Kuklok, St. Paul Accounting Dept., St. Paul, MN
File: 6883 EDGECOMB

CALL BEFORE YOU DIG 1-800-533-2891

may3090d02

PERMIT 224,573

AGREEMENT, made this 1st day of MAY, 1990, between BURLINGTON NORTHERN RAILROAD COMPANY (formerly BURLINGTON NORTHERN INC.), a Delaware corporation; hereinafter called "Burlington";

WELCO LUMBER COMPANY,
P. O. Box 125
Marysville, WA 98270

hereinafter called "Assignor" and

CITY OF ARLINGTON,
Attention: Thom Myers, City Mgr.
238 North Olympic
Arlington, WA 98223

hereinafter called "Assignee":

Assignor and Assignee desire that the Assignor's interest in all existing Agreements listed on Exhibit "A" attached hereto and made a part hereof be assigned to Assignee and that Burlington consent thereto.

NOW THEREFORE, the parties hereto, in consideration of their mutually dependent promises, hereby agree as follows:

1. For a valuable consideration, the receipt of which by Assignor is acknowledged, Assignor sells, assigns, transfers and sets over to Assignee all of Assignor's interest in and under said Agreements as the same may have heretofore been amended or modified by any supplemental Agreement.

2. Assignee assumes and shall perform and be bound by all the terms, conditions and provisions of said Agreements as the same may have heretofore been amended or modified by any supplemental Agreement, and Assignee shall use said premises for the purposes specified in said Agreements.

3. Burlington consents to the Assignment from Assignor to Assignee provided that such consent shall not be construed as consent to any further Assignment of said Agreements.

4. This Assignment shall be effective as of February 20, 1990.
(Date of SALE)

5. Prior to completion of this instrument a processing fee of FIFTY DOLLARS (\$50.00) shall be paid to Burlington for each Agreement shown on the attached Exhibit.

IN WITNESS WHEREOF, the parties hereto have executed these presents
and year first above written.

BURLINGTON NORTHERN RAILROAD COMPANY

By GE Haug
Division Engineer

Witnesses to Execution by:
Assignor:

Virginia M. Ranger
Kathy Weiss

Witnesses to Execution by
Assignee:

Henry Peterson
City Clerk

WELCO LUMBER COMPANY

By Robert E. Chitt
Title VP/Gen Mgr

CITY OF ARLINGTON

By [Signature]
Title Mayor

4/17/90

City of Arlington

Per a Mrs. Peterson's request, herewith a copy of the agreement/Permit with WELCO LBR. CO. Your request should have gone to Welco for their copy of the original Permit.

CDG



C. David George, Permit Dept.
BURLINGTON NORTHERN R.R.
2000 First Interstate Center
989 Third Avenue
Seattle, WA 98104-1105



BURLINGTON NORTHERN

RECEIVED

MAY 19 1977

WELCO LUMBER CO.

INDUSTRIAL DEVELOPMENT AND
PROPERTY MANAGEMENT DEPARTMENT

176 East Fifth Street
St. Paul, Minnesota 55101
Telephone (612) 298-2121

May 17, 1977

Re: Station: Edgecomb, Washington
Permit : #224,573
Date : March 1, 1977
Purpose: 8-inch longitudinal
water pipeline & crossing
Rental : \$120.00 per annum

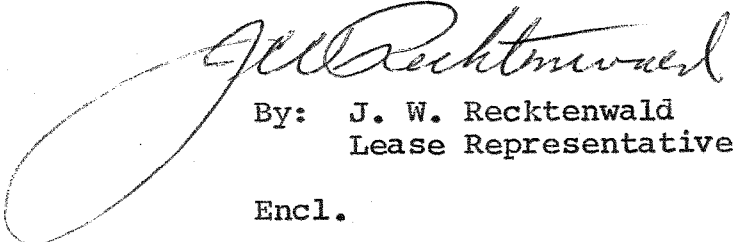
Welco Lumber Company
P. O. Box 125
Marysville, Washington 98270

Gentlemen:

The executed duplicate copy of the above agreement is
enclosed for your record.

Very truly yours,

A. W. Grauel
General Manager Leases


By: J. W. Recktenwald
Lease Representative

Encl.

THIS AGREEMENT, made this **1st** day of **March**, 19 **77**, between

BURLINGTON NORTHERN INC., a Delaware corporation, hereinafter called "Railroad," and
WELCO LUMBER COMPANY, a Washington corporation,

whose post office address is **P.O. Box 125, Marysville, Washington 98270**,

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 **an 8-inch longitudinal water pipeline and crossing**,

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 **Edgecomb** Station, in the County of **Snohomish**, State of **Washington**, to be located as follows, to-wit:

At survey station 3017 plus 04 - Mile Post 57 plus 4,218 feet

as shown **colored red** on the plat hereto attached, marked
Exhibit "A", dated **November 30, 1976**, 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 **One Hundred Twenty and no/100 Dollars (\$120.00) 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 5 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 **November 1, 1976**, heretofore approved by the Railroad's Regional Manager Engineering.

Permittee shall fill in the excavation, and restore the surface of the ground to its previous condition subject to the approval of the Superintendent of the Division of Railroad upon which the facility is located. Said Superintendent shall have

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 from 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. **Notwithstanding the foregoing, nothing herein contained is to be construed as an indemnification against the sole negligence of Railroad, its officers, employees or agents.**

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

8. Nothing herein contained shall imply or import a covenant on the part of Railroad for quiet enjoyment.

9. It is expressly understood and agreed that Railroad may at any time cancel and terminate this license and permission by giving to Permittee thirty (30) days' notice in writing of its intention to cancel the same and at the expiration of such notice this license and permission shall terminate. Upon receipt of such notice and before the expiration thereof, Permittee, under the supervision and direction of the said Superintendent, or his authorized representative, shall remove the facility from the right of way of Railroad and restore the right of way and premises of Railroad in a manner and to such condition as shall be satisfactory to the said Superintendent of Railroad. If Permittee shall fail to remove the facility and restore the said right of way to such condition within said thirty (30) day period, Railroad at its option may remove the same and restore the said right of way to its previous condition, and Permittee shall pay the cost and expense thereof to Railroad.

55 3017+04
M.P. 57+4218'
Welco Lumber Co
8" Water Line

3020

MP
58

3027+665

3030 HB 3029+982

1/4 Section

Section Line Placed in 1975

8" Water Line

8" Tee

12" Water Line Follows 1/4

To Sumas

Sec. 22 T31 N R. 5 E
" 23 31 " 3 "

EXHIBIT "A"
BURLINGTON NORTHERN
EDGECOMB, WY
Nov. 30, 1976
SCALE 1 IN = 100



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 in 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.

COPY

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 INC.

By _____
General Manager - Leases

WELCO LUMBER COMPANY

By _____

Title _____