

NO. 38135

**THE NORTHERN PACIFIC RAILWAY COMPANY**, hereinafter called the Company, hereby permits **Washington Coast Utilities**, a Washington corporation, of **Arlington, Washington**, hereinafter called the second party, to construct operate and maintain upon its right of way

in the City of Arlington, Washington, an 8 inch wire-wound wooden water pipe line crossing the Company's right of way along or near the produced center line of Cox Avenue, passing beneath the tracks under the Company's Bridge No. 61; also running along or near the westerly line of said right of way (which is 50 feet wide on each side of the center line of the main track as now constructed) between points therein distant respectively 20 feet, more or less, southerly and 235 feet, more or less, northerly, measured along the center line of the main track, from the above described pipe line crossing.

This permission is granted upon the following terms:

1. The second party will pay a yearly rental in advance of \_\_\_\_\_ dollars, also all taxes and assessments that may be levied or assessed against the improvements.
2. The entire cost shall be borne by the second party; the division superintendent of the Company will decide what portion if any of the work will be done by the Company, and for such portion the second party will pay the company the estimated cost before the work is done; if the actual cost exceeds the estimate, the second party will pay the additional amount when called upon; if the actual cost is less than the estimate, the Company will repay the surplus. All work hereunder by the second party shall be done in a first-class workmanlike manner to the satisfaction of the division superintendent of the Company, and in accordance with plans and specifications which he may prescribe or approve. The division superintendent of the Company 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 the same or with material of a more permanent character; also to require additional work or changes of location as a matter of safety, or of appearance, or on account of additional tracks being laid, change of grade, or for any other reason connected with the operation of the railroad of the Company; all of which shall be done at the expense of the second party in the manner herein provided.
3. The second party agrees that the improvements shall not at any time damage the railroad or structures of the Company, or be a menace to the safety of its operations; and to indemnify and save harmless the Company from all loss and damage to its tracks, roadbed, structures, rolling stock and other property, and from injuries to persons, occasioned by the improvements.
4. This permit cannot be transferred or assigned by the second party without the written consent of the Company.
5. This permit shall endure until terminated by the Company. It may be at any time terminated by the Company upon the giving of thirty (30) days notice, either by personal delivery or by mail, or by the posting of notice on the premises. Upon the expiration of the time stated in any such notice the Company may forthwith expel the second party from its premises; and at the end of the permit the second party will restore the premises of the Company to their former state.

IN WITNESS WHEREOF the parties have executed these presents this 15th day of November 1921

**NORTHERN PACIFIC RAILWAY COMPANY,**

By J. L. Water  
Right of Way Commissioner

Witnesses to signatures of Second Party:

~~WASHINGTON COAST UTILITIES~~  
By O. Hull. Trauer



NO. 88138

THE NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called the Company, hereby permits Washington Coast Utilities, a Washington corporation of Arlington, Washington, hereinafter called the second party, to construct operate and maintain upon its right of way

in the City of Arlington, Washington, an 8 inch wire-wound wooden water pipe line crossing the Company's right of way along at near the proposed center line of Cox Avenue, passing beneath the tracks under the Company's Bridge No. 61; also running along at near the westerly line of said right of way (which is 30 feet wide on each side of the center line of the main track as now constructed) between points therein distant respectively 30 feet north or east, westerly and 538 feet more or less north or east from the center line of the main track as now

Right of way  
from  
Northern Pacific Ry Co  
for pipe line along above  
Rt to New Pump House

Arlington at Cox & Railroad  
Avenues under R.R. Bridge # 61

11/15/21

CNCL 47BGB

dollars

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NORTHERN PACIFIC RAILWAY COMPANY,

By \_\_\_\_\_  
Agent of the Commissioner

Witness to signature of Second Party