

No. 66437

Northern Pacific Railway Company, hereinafter called the first party, hereby permits
TOWN OF ARLINGTON, a municipal corporation

hereinafter called the second party, to construct, operate and

maintain upon its right of way and beneath its track a six (6) inch steel water pipe line crossing along the course described as follows:

Crossing the first party's 100 foot right of way for its Sumas Branch in section 2 in township 31 north of range 5 east of the Willamette Meridian, in Snohomish County, Washington, at ARLINGTON station, extending along or near the produced south line of Haller Street and intersecting the center line of main track as now constructed through a point therein distant 686 feet northerly, measured along said center line, from Mile Post 61 (which mile post is located 1539.9 feet northerly, measured along said center line, from the south line of said section).

This permission is granted upon the following terms:

1. The second party will pay ~~a rental of~~ ~~in advance for the full term hereof, 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 first party will decide what portion if any of the work will be done by the first party, and for such portion the second party will pay the first party 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 first party 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 first party, and in accordance with plans and specifications which he may prescribe or approve. The division superintendent of the first party 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 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 first party; 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 first party, or be a menace to the safety of its operation; and to indemnify and save harmless the first party from all loss and damage to its tracks, roadbed, structures, rolling stock and other property of the first party and property of third persons, 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 first party.
5. If the second party shall at any time cease to maintain and operate the said **water pipe line** or shall fail faithfully to perform every agreement of this instrument, the first party may forthwith terminate this permit and 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 first party to their former state.
6. The second party agrees that said pipe line where it passes beneath the track shall be encased in a reinforced concrete pipe conforming to A.S.T.M. Specifications C-76-41, Table I and shall be placed at least three (3) feet below the bottom of the railroad ties; and that all work hereunder shall be done under the supervision of the first party at the expense of the second party.

IN WITNESS WHEREOF the parties have executed these presents this

1st day of November 19 46

Northern Pacific Railway Company,

By *E. Williams*

Industrial Agent

~~Western Right of Way Agent.~~

TOWN OF ARLINGTON

By *Ernest R. Meier*
Mayor

Attest: *W. N. Fowler*
Town Clerk

~~Witnesses to signature of Second Party:~~