IRRIGATION CANAL, DRAINAGE CANAL, WATER PIPE OR SEWER PIPE PERMIT. Not Jt.-Car. R.W.17 1000 7-1-57-W

NO. 85199

NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called Railway Company, hereby permits TOWN OF ARLINGTON, a municipal corporation of the State of Washington, hereinafter called Permittee, to construct, operate and maintain the following facilities upon its right of way and beneath its tracks in the Town of Arlington, Snohomish County, State of Washington:

Sewer pipe lines in the S½ of Section 2 and the N½ of Section 11, Township 31 North, Range 5 East, W.M.; sanitary sewer pipe lines being along the courses indicated by Red lines and storm sewer pipe lines being along the courses indicated by Green lines on Railway Company's map dated September 19, 1958, identified as Exhibit "B" attached hereto and made a part hereof.

Subject to any easements, permits leases and licenses heretofore issued by Railway Company affecting said premises occupies by the facilities.

DJC

This permission is granted upon the following terms:

1. Permittee will pay a yearly rental in advance of thirty and no/100 dollars ($30.00) ~~dollars~~ also all taxes and assessments that may be levied or assessed against the facilities.

2. The entire cost shall be borne by Permittee, including but not limited to the cost of construction, operation, maintenance and removal of said facilities; the division superintendent of Railway Company will decide what portion if any of the work will be done by Railway Company, and for such portion Permittee will pay Railway Company the estimated cost before the work is done; if the actual cost exceeds the estimate, Permittee will pay the additional amount when called upon; if the actual cost is less than the estimate, Railway Company will repay the surplus. All work hereunder by Permittee shall be done in a first-class workmanlike manner to the satisfaction of the division superintendent of Railway Company and in accordance with plans and specifications which he may prescribe or approve. The division superintendent of Railway 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 like material or with material of a more permanent character; also to require additional work or change of location of said facilities 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 railroad of Railway Company; all of which shall be done at the expense of Permittee in the manner herein provided.

3. (a) Permittee agrees that the facilities shall not at any time damage the railroad or structures of Railway Company, or be a menace to the safety of its operation; and to indemnify and save harmless Railway Company from all loss and damage to its tracks, roadbed, structures, rolling stock and other property of Railway Company and property of third persons, and from injuries to or death of persons, including employees of the parties hereto, occasioned by the exercise of the permission hereby granted.

(b) Permittee hereby further agrees to hold harmless and indemnify Railway Company from and against any and all loss or damage to the facilities, the installation of which is hereby permitted on the premises of Railway Company.

4. It is agreed that the provisions of Section 3 are for the equal protection of any other railroad company or companies heretofore or hereafter granted the joint use of Railway Company's property of which the premises upon which said facilities are located are a part.

5. Permittee shall not transfer or assign this permit without the written consent of Railway Company.

6. This permit shall endure until terminated by Railway Company. It may be at any time terminated by Railway Company upon the giving of six (6) Months ~~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, Railway Company may forthwith expel Permittee from its premises; and at the end of the permit Permittee will restore the premises of Railway Company to their former state.

7. Railway Company shall not be liable or assessed for any of the expense borne hereunder by Permittee.

8. Where pipe lines cross under tracks now maintained or hereafter constructed by Railway Company, Permittee shall comply with Railway Company's specifications dated Oct. 1, 1958, a transcript of which, identified as Exhibit "A", is attached hereto and made a part hereof.

9. Upon request of Railway Company, made at any time, that it be permitted to dispose of sewage through said pipe line, Permittee shall make connection therewith for the benefit of Railway Company, without requiring payment of any fee therefor, except the actual cost of labor and material used by Permittee in making such connection. In the event that such sewer connection is made, Railway Company shall pay Permittee for such use at the same rate

(continued on other side)

IN WITNESS WHEREOF the parties have executed these presents this 2nd day of February, 1959.

NORTHERN PACIFIC RAILWAY COMPANY,

By J. T. Moore
Western Manager, Industrial Development.

TOWN OF ARLINGTON

By Ole Elle
Mayor

Attest: Helen Bergan
Town Clerk

Witnesses to signatures of Permittee:

_____

_____

(Continued from other side)

as any other common user thereof.

10. Permittee agrees to reimburse Railway Company for all costs of maintaining watchman service to protect Railway Company's tracks from hazards due to disturbance or subsidence of Railway Company's roadbed caused by the location of said sewer pipe lines on Railway Company's right of way. Permittee also agrees to pay all cost incurred by Railway Company for replacing ballast or surfacing material on track where subsidence of Railway Company's roadbed occures as a result of the location of said sewer pipe lines on said right of way. Permittee also agrees that Railway Company shall in no event be liable for any damage to said sewer line cuased by subsidence of Railway Company's roadbed.

NORTHERN PACIFIC RAILWAY COMPANY

EXHIBIT "A"

Specifications
for Sewer, Irrigation and Drain Line Crossings
under Railway Tracks.

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1. Sewer, irrigation or drain lines passing under railway tracks shall be placed with top of pipe not less than five feet below base of rail; and top of pipe not less than three feet below bottom of roadway ditch.

2. Pipe, within 21 feet plus the depth of pipe, shall conform with one of the following:

   Cast Iron Pipe -- Extra Heavy, ASTM A-142-38.

   Concrete Pipe -- ASTM C-76-57T Class IV, Table II. Circular reinforcement in circular pipe.

   Corrugated Metal Pipe -- Gauge and coating subject to review by Railway Company.

   Other pipe material may be used on special approval of the Railway Company.

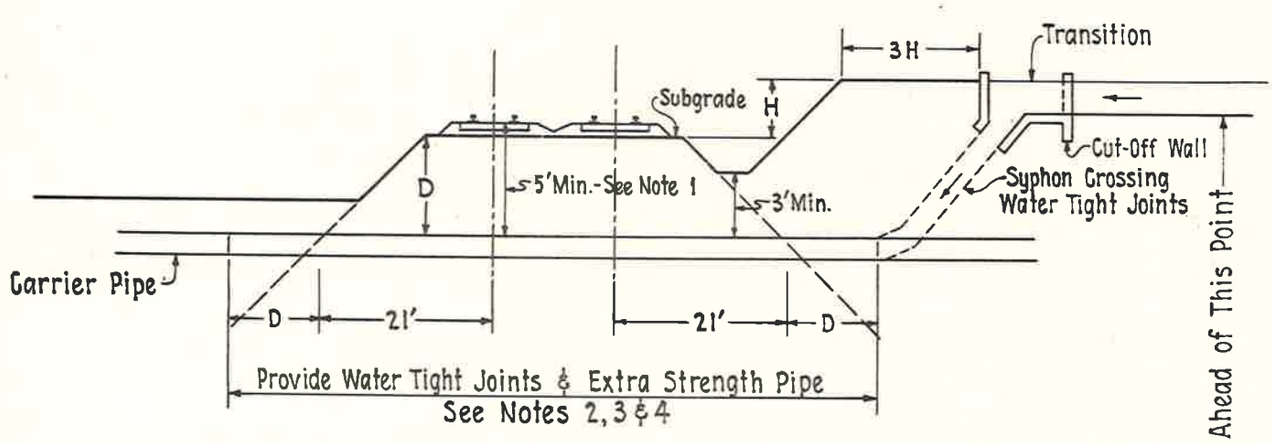
3. For a distance of not less than 21 feet plus the depth of pipe each side of the center line of track crossings, the joints in the pipe line shall be provided with suitable jointing material to make a water-tight connection and of such material that these joints will remain tight under roadbed loads and impact.

4. Irrigation pipe line crossings and syphons shall be provided throughout their length with water-tight joints capable of resisting the hydrostatic pressure under which they are to operate. Either lock joint, copper strip, or rubber band type of standard make will be satisfactory for concrete pipe syphon. Plans for syphons which are to operate at greater than a pressure of ten pounds per square inch shall be subject to special review by Railway Engineering Department.

5. Under certain conditions the Railway Company may require the use of an encasement pipe around the carrier pipe.

6. Where warranted by special local conditions the Railway Company may require an emergency by-pass or waste-way within effective distance of the crossing.

7. Where laws, codes, or orders of competent public authority prescribe a higher degree of protection than specified herein, then the higher degree of protection so prescribed shall be deemed a part of the specifications set forth in this Exhibit.



TYPICAL SKETCH OF PIPE LINE CROSSING
FOR
SEWER, DRAIN, OR IRRIGATION LINES

Office of Chief Engineer
St. Paul, Minnesota
October 1, 1958.

NORTHERN PACIFIC RAILWAY COMPANY

PROPERTIES AND INDUSTRIAL DEVELOPMENT DEPARTMENT

J. T. MOORE,
Western Manager,
Industrial Development

919 [redacted] SMITH TOWER
SEATTLE 4, WASH.

M. H. NIXON,
L. M. JENNER,
C. R. WATSON,
Industrial Agents

February 12, 1959

Mr. Joseph P. Mathews Jr.
Town Attorney
Arlington, Washington

Dear Mr. Mathews:

This is in reply to your letter of February 5 about proposed Permit No. 85199 from this company to the Town of Arlington to cover sewer pipe lines along and across our property at Arlington.

The executive officer to whom I am responsible issued instructions that we will not in the future grant permanent easements for such an occupancy as that described in the subject permit. Of course I realize that there are exceptions to all rules, but if this were submitted to St. Paul I could not in good conscience recommend an exception in this case. Furthermore, even if our management were willing to make such exception the permanent easement would provide for a payment related to the value of the land. Such payment would certainly be far more than the valuation reflected by the proposed rent of $30 per year under the permit.

I have corrected the permit as to the specifications, and I have signed and attach two copies of the corrected permit. If the Town is now willing to accept the permit please have one copy signed by the Mayor and Town Clerk and the Town's seal impressed thereon and return it to this office.

Yours very truly,

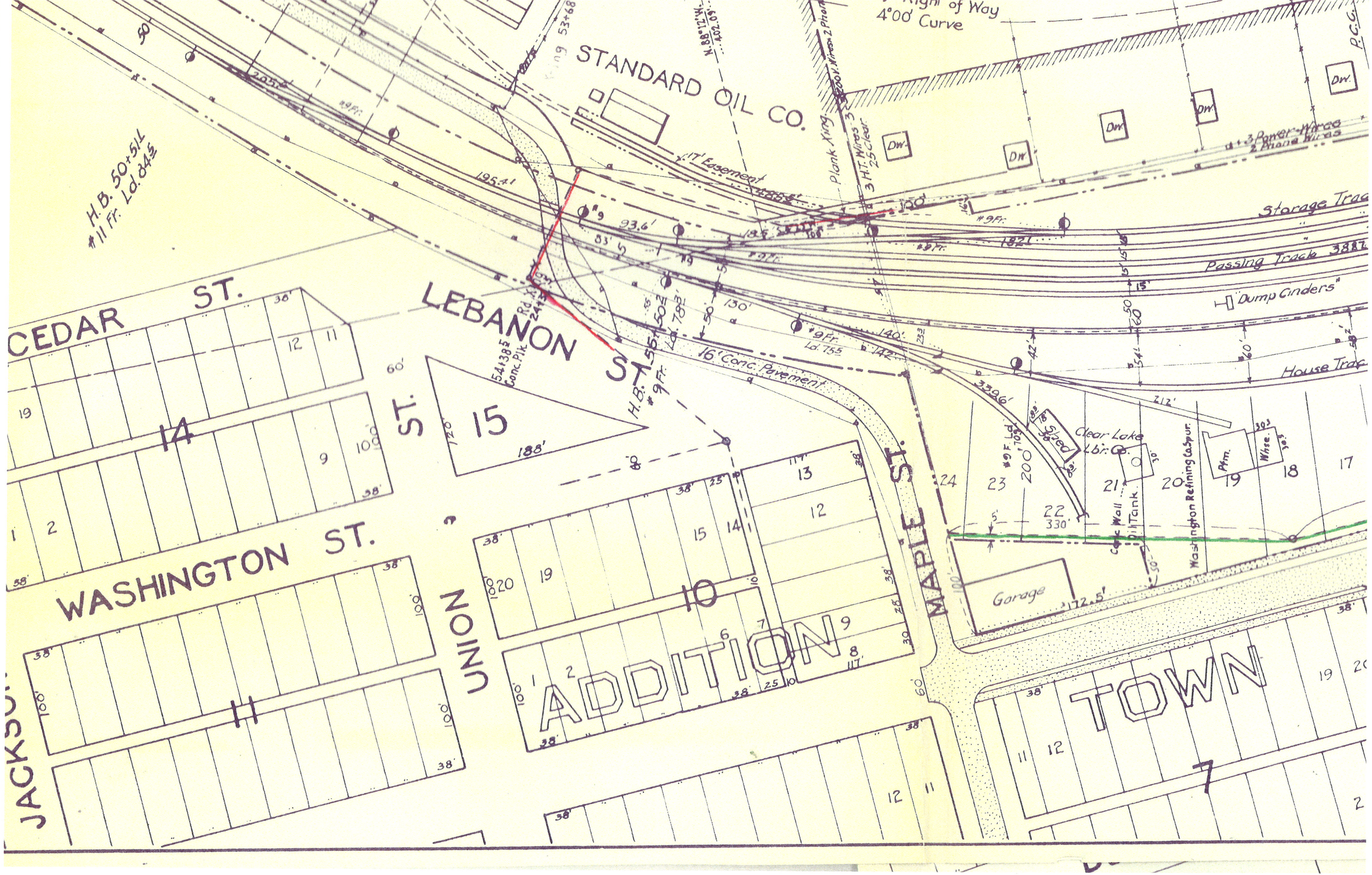
J. T. Moore

Western Manager
Industrial Development

LMJ:db

Attachment

P.S. You will note that I extended the termination notice from 60 days to 6 months.
JTM


STANDARD OIL CO.
Right of Way
4°00' Curve
Plank Xing
3 H.T. Wires 25' Clear
17' Easement
Storage Track
Passing Track 388'
"Dump Cinders"
House Track
16' Conc. Pavement
LEBANON ST.
CEDAR ST.
WASHINGTON ST.
UNION ST.
MAPLE ST.
JACKSON
ADDITION
TOWN
Clear Lake Lbr. Co.
Shed
Garage
Washington Refining Co. Spur
Pump
Whse.
Oil Tank
Conc. Wall
H.B. 50+51L
#11 Fr. Ld. 845
H.B. 54+38.5
Conc. Pik.
Rd. 24+13
H.B. #9 Fr.
Ld. 78.3'
Ld. 75.5
N.88°12'W.
402.09'
P.C.G.
Dw.

JACKSON
CEDAR ST.
WASHINGTON ST.
UNION ST.
LEBANON ST.
ADDITION
STANDARD OIL CO.
MAPLE ST.
TOWN
FIRST ST.
SECOND ST.
ARLINGTON
THIRD ST.
MACLEOD AVE.
RAILROAD AVE.
FOURTH ST.
DUNHAM AVE.
ADDITION
FIFTH ST.
DIVISION ST.
WEST AVE.
NORTH AVE.
CITY LIMITS
GILMAN AVE.
BURKE AVE.
HALLER AVE.
MARKET ST.
MINOR ST.
BROADWAY
NEWBERRY ST.
COX AVE.
RIVERSIDE
SOUTH FORK
STILLAGUAMISH
Exhibit "B"
Arlington, Wash.
85199