

NORTHERN PACIFIC RAILWAY COMPANY

PROPERTIES AND INDUSTRIAL DEVELOPMENT DEPARTMENT

J. T. MOORE,
Western Manager,
Industrial Development

919 SMITH TOWER
SEATTLE 4, WASH.

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

Feb. 8, 1961

Mr. John Danubio, Secretary
Arlington Lions Club
Arlington, Washington

Dear Sir:

For the completion of your records we are returning a fully-executed copy of Lease No. 88983 covering the maintenance of a public park and memorial on our property in Arlington.

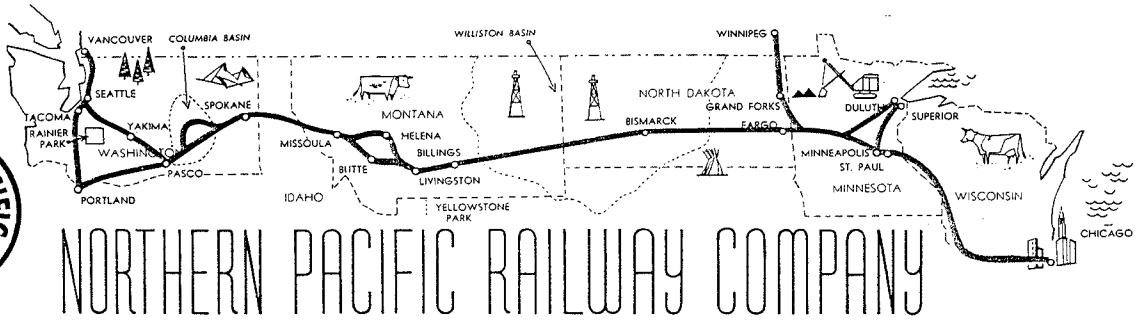
Receipt of your check for \$6 covering the first year's rental is hereby acknowledged.

Yours very truly,

J. T. Moore
Western Manager
Industrial Development

kg

P.S. - Mr. Eisen joins me in thanking you for your fine cooperation in handling this matter to a conclusion.



NORTHERN PACIFIC RAILWAY COMPANY

PROPERTIES AND INDUSTRIAL DEVELOPMENT DEPARTMENT

Mr. J. T. MOORE
Western Manager,
Industrial Development

919 SMITH TOWER
SEATTLE 4, WASH.
February 2, 1961

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

Mr. John Danubio, Secretary
Arlington Lions Club
Arlington, Washington

Dear Mr. Danubio:

Thank you for your letter of January 31 and check for \$6 in payment of rental under proposed Lease No. 88983, which is intended to replace Lease No. 46604 in your favor at Arlington.

West Coast Telephone Company has advised that they have removed the telephone booth from the premises. Enclosed are two copies of revised proposed Lease No. 88983 to include the area formerly occupied by the telephone booth. Also enclosed is a copy of the original draft of your new lease, which you have signed and which I have marked "Void". You may want to compare the void draft with the revised lease. If the revised lease is satisfactory, please arrange for both copies to be executed in behalf of the club and return them to me for completion, after which one signed copy will be returned to you. Your cooperation is appreciated.

Yours very truly,

J. T. Moore
Western Manager
Industrial Development

RME:as
Encls.

INDEFINITE TERM LEASE.

NO. 88983

NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called Railway Company, hereby leases to
LIONS CLUB, a non-profit organization of Arlington, Washington

Lessee, the following premises, ~~mm~~ in the Town of Arlington,
 Snohomish

hereinafter called
~~Snohomish~~ County of

and State of Washington,

to-wit:

That portion of Railway Company's right of way for its Sumas Branch and station grounds in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11, Township 31 North, Range 5 East, W.M., described as follows:

Beginning at a point in the west line of North Olympia (formerly Railroad) Avenue, distant 60 feet north, measured along said west line, from the produced north line of First Street; thence west at right angles 60 feet; thence northwesterly in a straight line to a point distant 90 feet north, measured at right angles, from said produced line and 70 feet west, measured at right angles, from said west line; thence parallel with said west line 100 feet; thence northeasterly in a straight line to a point distant 250 feet north, measured at right angles, from said produced line and 60 feet west, measured at right angles, from said west line; thence in a straight line to a point in said west line distant 300 feet north, measured along said west line, from said produced line; thence south along said west line 240 feet to the point of beginning.

The above-described premises, comprising an area of approximately 14,000 sq. ft., are indicated by **YELLOW** color on the map attached hereto and made a part hereof.

TO HAVE AND TO HOLD subject to the provisions following and until this lease is terminated as hereinafter provided:

1. This lease shall be effective from the date hereof or the effective date if any is hereinafter provided; and Lessee shall occupy the premises within three months from said effective date for the purpose of **maintaining thereon a public park and memorial.**

2. As annual rental Lessee shall pay in advance the sum of **six and no/100 dollars (\$6.00)**

3. (a) Lessee shall pay all general taxes, license fees, or other charges applicable to or assessed against said premises during the term of this lease, including those for the year **1961**, even though such taxes, license fees, or other charges may not become due and payable until after expiration or cancellation of this lease. Any special assessment for public improvements assessed or levied against the demised premises will be paid by Railway Company and the annual rental reserved and stipulated will be automatically increased in a sum equal to 8% of the total amount of such special assessment.

(b) In case of nonpayment of rental, taxes, license fees, or other charges, the same shall, until paid, constitute a lien upon any buildings or other property owned by Lessee located upon the premises, and the lien may be foreclosed according to law. Lessee shall not remove said buildings or other property until said rental, taxes, license fees, or other charges, have been paid unless directed to do so by Railway Company.

4. Railway Company reserves the right to change the rental stipulated herein at any time while this lease remains in effect.

5. Without the consent and approval of the Division Superintendent of Railway Company, no structure shall be erected on the above-described premises by Lessee if the same is not to be placed parallel to the main track of Railway Company. Lessee shall paint and keep painted any frame building located upon the said premises with a color satisfactory to Railway Company. Lessee shall not place or permit to be placed any advertising matter upon any part of the leased premises or upon any improvements thereon except such as is necessary to advertise Lessee's own business.

6. (a) No building or structure erected on the premises shall have a swinging door or window opening towards any railway track, which, when open, will restrict the clearance to less than 8.5 feet from the center line of such track.

(b) Lessee shall not place or permit to be placed, or to remain, any material, structure, pole or other obstruction within 8.5 feet laterally of the center line, or within 23 feet vertically from the top of the rails, of any track.

(c) Lessee agrees to indemnify and save harmless Railway Company from all loss, damage, penalties, costs or judgments that may be assessed against or recovered from it on account of or in any manner growing out of a violation of the provisions of this paragraph 6.

7. (a) It is understood by the parties that the leased premises are in dangerous proximity to the tracks of Railway Company and that property on the leased premises will be in danger of injury or destruction by fire incident to the operation, maintenance or improvement of the railway, and Lessee accepts this lease subject to such dangers. It is therefore agreed, as one of the material considerations of this lease without which the same would not be granted, that Lessee assumes all risk of loss, damage or destruction by fire to buildings or contents or to any other property brought upon or in proximity to the leased premises by Lessee, or by any other person with the consent or knowledge of Lessee, without regard to whether such fire be the result of negligence or misconduct of any person in the employ or service of Railway Company or of defective appliances, engines, or machinery; except to the premises of Railway Company and to rolling stock belonging to Railway Company or to others, and to shipments of third parties in the course of transportation. Lessee hereby indemnifies and agrees to protect Railway Company from all such loss, damage or destruction to property, including claims and causes of action asserted against Railway Company by any insurer of said property.

(b) Lessee also agrees to indemnify and hold harmless Railway Company for loss, damage, injury, or death from any act or omission of Lessee, Lessee's invitees, licensees, employees, or agents, to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation while on or near said leased premises; and if any claim or liability other than from fire shall arise from the joint or concurring negligence of both parties hereto, it shall be borne by them equally.

8. It is agreed that the provisions of paragraphs 6 and 7 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 above-described premises are a part.

9. Notwithstanding any requirement herein for payment of rental in advance for a period in excess of one month, either party may at any time terminate this lease thirty (30) days after written notice to the other party of termination. Lessee shall give its notice to the Manager, Industrial Development, of Railway Company by United States mail. Railway Company may give its notice in the same manner to Lessee at

Arlington, Washington

or may serve same personally on Lessee or post on the leased premises. Any notice given by United States mail shall be effective upon the date it is deposited in the mails. Upon such termination Railway Company shall refund to Lessee all unearned rental.

10. Upon the termination of this lease pursuant to the provisions of paragraph 9, Lessee, before the expiration date fixed in the notice and except as otherwise provided in paragraph 3 (b) hereof, shall remove its property and improvements from the premises and fill all excavations thereon and in case of failure to do so, Railway Company may remove such property and improvements and fill the excavations at the cost of Lessee, or may appropriate the same to its own use without compensation.

11. Lessee shall not permit the existence of any nuisance nor the accumulation of any material or refuse on the leased premises or adjacent to the tracks of Railway Company and shall at all times keep same in a clean and sanitary condition and shall comply with all laws and regulations in reference to combustible or flammable materials on said premises.

12. Railway Company reserves the right at any time to change the grade of its tracks without compensation to Lessee, and in the event such change is made, or the grade of any highway in proximity to the leased premises is changed, Lessee shall bear all expense necessary to adapt the leased premises and improvements thereon to the changed conditions.

13. Railway Company reserves the right to maintain its existing facilities and to construct or permit the construction of additional facilities on the leased premises for the benefit of or for the purpose of serving Railway Company or other lessees of Railway Company and also the right to enter upon the leased premises for the purpose of constructing, reconstructing, repairing, operating, relocating and removing said facilities.

14. This lease is granted subject to permits, leases and licenses, if any, heretofore granted by Railway Company affecting the leased premises.

15. (a) Without the written consent of Railway Company, Lessee shall not assign this lease or any interest therein, or sublet, and no heir, executor, administrator, receiver, master, sheriff, trustee in bankruptcy, or other assignee by operation of law shall assign or sublet without such written consent.

(b) In the event of assignment of this lease, Railway Company, having no advice to the contrary, shall at such time credit all unearned rental hereunder to the assignee. Any other disposition of unearned rental will be made by Railway Company only upon the joint written request of both Lessee and Lessee's assignee at the time of submitting said assignment to Railway Company for its consent.

16. This lease is effective as of January 1, 1961 and supersedes and terminates as of that date that certain lease numbered 46604 and dated March 1, 1929, as heretofore amended, from Railway Company to Lessee herein, provided that such termination shall impair no right or obligation arising thereunder prior to the effective date hereof.

IN WITNESS WHEREOF the parties have executed these presents in duplicate this 9th day of February, 1961.

NORTHERN PACIFIC RAILWAY COMPANY,

By J. S. Moore
Western Manager Industrial Development
LIONS CLUB

By James L. Ladd
President
Attest: James D. McClelland
Secretary Lessee.

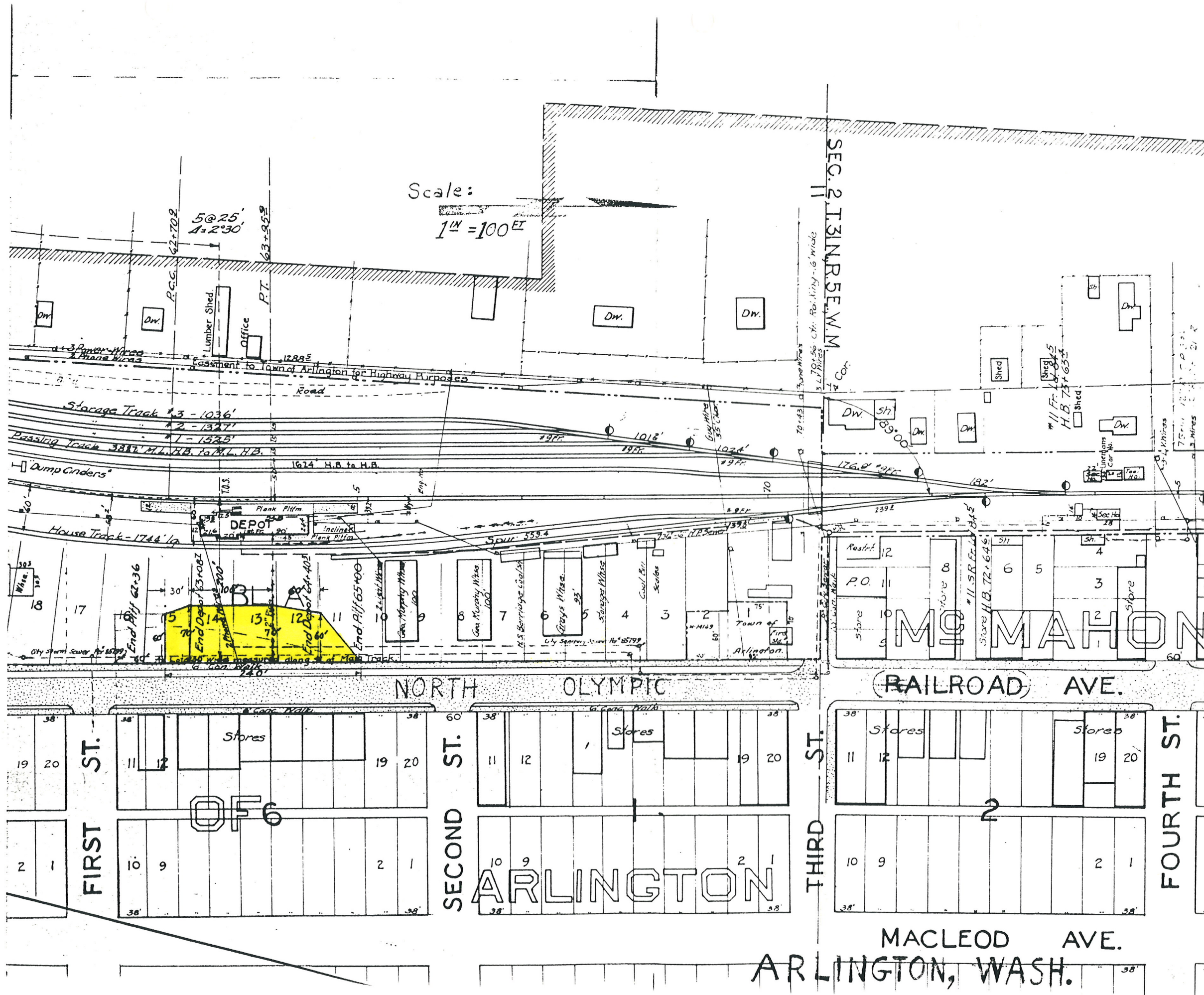
Witness to signature of lessee:

Anna M. Landon
William L. Ladd

NOTE: If the Lessee is a corporation sign the corporate name, then the name of the officer executing, followed by his title.

Scale:
1" = 100'

SEC. 2, T. 31 N. R. 5 E. W. 1/4



FIRST ST.

SECOND ST.

THIRD ST.

FOURTH ST.

OF 6

ARLINGTON

MACLEOD AVE.

ARLINGTON, WASH.