

No. 98611

NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called Railway Company, hereby permits CITY 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 track in the City of Arlington, Snohomish County, Washington, to-wit:

A 10-inch asbestos cement water main encased in an 18-inch steel pipe, crossing Railway Company's 100-foot right of way for its Sumas Branch in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, Township 31 North, Range 5 East, W.M., intersecting the center line of Railway Company's main track as now constructed at a point therein distant 2950 feet northerly, measured along said center line, from Mile Post 59 (which mile post is 3009 feet southerly, measured along said center line, from the north line of said section).

This permission is given upon the following terms:

1. Permittee will pay in advance to Railway Company for this permit the sum of forty and no/100 dollars (\$40.00) for the first 5-year period and fifteen and no/100 dollars (\$15.00) for each 5-year period thereafter.

also all taxes and assessments that may be levied or assessed against said facilities. Railway Company 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 Railway Company's right of termination under Paragraph 6 hereof.

2. (a) The entire cost shall be borne by Permittee, including but not limited to the cost of construction, reconstruction, repair, 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.

(b) In the event that at any time hereafter any changes, alterations, or relocation of said facilities hereby covered are to be made or any other work of any kind is to be done in connection with said facilities, whether at the request of Railway Company or for any cause whatever, Railway Company may require the furnishing by Permittee or its contractor of insurance satisfactory to Railway Company to protect it against any loss or damage in any way arising out of or in any way connected with the work.

(c) In the event Railway Company deems it necessary to provide either flagmen or inspectors, or both, during the period of construction, reconstruction, repair, operation, maintenance, and removal of said facilities by either party as provided for in Paragraph 2. (a), Permittee shall bear the expense incurred by Railway Company for such flagging or inspection service. Railway Company will notify Permittee of the estimated cost of such flagging or inspection service, and Permittee will pay such estimated and actual cost in the same manner as provided for in Paragraph 2. (a).

3. (a) Permittee agrees that said 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 said facilities, the installation of which is hereby permitted on the premises of Railway Company.

4. It is agreed that the provisions of Paragraph 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. Railway Company reserves the right to terminate this permit at any time upon the giving of six (6) months ~~ten~~ 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 shall restore the premises of Railway Company to their former state. Upon termination of this permit any unearned portion of the annual charge paid hereunder shall be refunded.

7. This permit is granted subject to permits, leases, and licenses, if any, heretofore granted by Railway Company affecting the premises upon which said facilities are located.

8. Said facilities shall be constructed, reconstructed, repaired, and maintained in accordance with the specifications hereto attached, marked Exhibit "A" and made a part hereof.

IN WITNESS WHEREOF the parties have executed this permit this 15th day of August 19 67.

NORTHERN PACIFIC RAILWAY COMPANY,

By Richard O. Faxon
Western Manager Industrial Development

Witnesses to signature of Permittee:

CITY OF ARLINGTON

By A. James Caw

Attest: Helen Bergan
Mayor
City Clerk

SPECIAL ENDORSEMENT

(Northern Pacific Railway Company)

In consideration of the premium at which this policy is written, it is agreed that:

1. Any exclusion or provision appearing in this policy or in any endorsement attached thereto, eliminating coverage for any obligation or liability assumed by the insured under any contract or agreement or for damage or injury to or destruction of property occupied or used by, or in the care, custody or control of the insured is deleted, but only as respects that contract entered into between CITY OF ARLINGTON and

, dated
and the insuring agreements are hereby extended to cover the obligations assumed by the contractor under the terms of the following provisions of said contract:

"The Contractor shall indemnify and save harmless the Northern Pacific Railway Company from any and all claims, suits, losses, damages or expenses on account of injuries to or death of any and all persons whomsoever, including the Contractor, subcontractors, employees of the Contractor, subcontractors and of said Railway Company, and any and all property damage, arising or growing out of, or in any manner connected with the work performed under this contract, or caused or occasioned in whole or in part by reason of the presence of the person or of the property of the Contractor, subcontractors, their employees or agents, upon or in proximity to the property of said Railway Company."

"The Contractor further agrees that it will defend, at its own expense, in the name and on behalf of said Railway Company, all claims, or suits for injuries to persons or damage to property arising or growing out of the work carried on under this contract, for which said Railway Company is liable, or is alleged to be liable."

2. The Northern Pacific Railway Company and any other railroad company or companies heretofore or hereafter granted the joint use of the Northern Pacific Railway Company's property are named as additional insureds under this policy, but only as respects the coverage required by the above contract.

3. The cancellation period provided for under this policy shall be extended to 30 days, but only as respects the coverage required by the above contract.

NORTHERN PACIFIC RAILWAY COMPANY

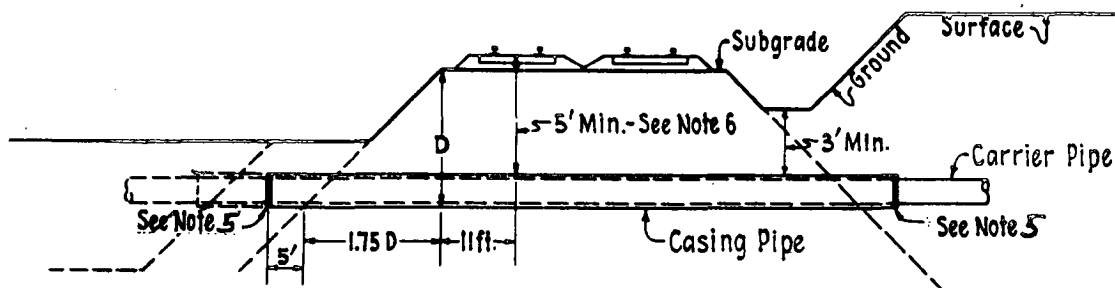
EXHIBIT "A"
Specifications
for Pressure Pipe Line Crossings under Railway Tracks
for Non-Flammable Substances.

1. Pipe lines included under these specifications are those installed to carry steam, water, or any non-flammable substance which from its nature or pressure might cause damage if escaping on or in the vicinity of railway property.
2. Pipe lines under railway track shall be encased in a larger pipe as per sketch at bottom of this Exhibit.
3. Carrier line pipe inside the casing under the railway track and right-of-way shall be of approved construction. Carrier line shall be subjected to a pressure test of 50 pounds greater than the maximum working pressure for the line and must remain tight when tested.
4. Casing pipe and joints may be of any approved conduit construction and shall be capable of withstanding the load of railway roadbed, track and traffic; also shall be so constructed as to prevent leakage of any matter from the casing or conduit throughout its length under the track and railway right-of-way except at the ends. The casing shall be so installed as to prevent the formation of a waterway under the railway. Approved casings are as follows:
 - Cast Iron Pipe -- Extra Heavy, ASTM A-142-38.
 - Concrete Pipe -- ASTM C-76-57T Class IV, Wall B, circular reinforcement in circular pipe, for pipes installed with less than 15 feet between top of pipe and top of tie. ASTM C-76-57T Class V, Wall C, circular reinforcement in circular pipe, for pipes installed with greater than 15 feet between top of pipe and top of tie.

Corrugated Metal Pipe - Gauge and coating subject to review by Railway Company. Casing shall be installed with even bearing throughout its length and shall slope to one end.

The inside diameter of the casing shall be at least 2 inches greater than the largest outside diameter of the carrier pipe; joints, or couplings.

5. Where the ends of the casing are below ground they shall be suitably protected against the entrance of foreign material which might prevent ready removal of the carrier pipe but shall not be tightly sealed. Where the ends of the casing are at or above ground surface and above high water level they may be left open, provided drainage is afforded in such a manner that leakage will be conducted away from the roadbed and structures.
6. The top of the carrier pipe shall be below the frost line, and at its closest point shall not be less than 5 feet below base of railway rail. On other portions of the railway right-of-way where the casing is not directly beneath any track the depth from the surface of the ground and from the bottom of ditches to the top of the casing, shall be not less than 3 feet. Where it is not practicable to secure the above depths, approved special construction shall be used. Length of casing shall be in accordance with sketch at bottom of this Exhibit.
7. Where warranted, accessible emergency shut-off valves shall be installed within effective distance at each side of the crossing.
8. Where laws, codes, or orders of competent public authority prescribe a higher degree of protection than specified herein, then the higher degree of protection shall be deemed a part of the specifications set forth in this Exhibit.



TYPICAL SKETCH OF PIPE LINE CROSSING
FOR
NON-FLAMMABLE SUBSTANCES
OPERATING UNDER PRESSURE

ADDENDUM TO PERMIT NO. 98611



9. The Permittee shall bear the cost of:

(a) Any changes, including but not limited to any temporary changes and permanent restoration, in Railway Company's communication or signal line made necessary by the exercise of this permit.

(b) Such engineering inspector as the Railway Company may detail to observe construction of the facilities.

(c) All flag protection and supervision deemed necessary by the Railway Company during construction of the facilities.

10. The Railway Company reserves the right to use and to permit other parties to use the land in the above-described locations for any and all purposes not inconsistent with the exercise of this permit.

11. The Permittee agrees that any contract which it shall let for the construction of the facilities on said right of way shall provide as follows:

(a) The Contractor shall indemnify and save harmless Northern Pacific Railway Company from any and all claims, suits, losses, damages or expenses on account of injuries to or death of any and all persons whomsoever, including the Contractor, subcontractors and of said Railway Company and any and all property damage, arising or growing out of or in any manner connected with the work performed under this contract, or caused or occasioned in whole or in part by reason of the presence of the person or of the property of the Contractor, subcontractor, their employees or agents, upon or in proximity to the property of said Railway Company.

(b) The Contractor further agrees that it will defend, at its own expense in the name and on behalf of said Railway Company all claims or suits or injuries to persons or damage to property arising or growing out of the work carried on under this contract, for which said Railway Company is liable, or is alleged to be liable.

(c) The Contractor shall carry regular Contractor's Public Liability Insurance providing for a limit of not less than \$ 250,000 for all damage arising out of the bodily injuries to or death of one person, and subject to that limit for each person, a total limit of \$ 500,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and for a limit of not less than \$ 250,000 for all damages arising out of damage to or destruction of property in any one accident, and subject to that limit, a total (or aggregate) limit of \$ 500,000 for all damages arising out of damage to or destruction of property during the policy period. All such policies, and endorsements thereto, shall be executed by a corporation qualified to write the same in the State of Washington, shall be approved by said Railway Company as to the insurance company writing same, the amount, form and substance thereof. The Contractor shall procure and furnish to said Railway Company, prior to the entry upon or use of said Railway Company's property by the Contractor, the insurance policy, or in lieu thereof a certified copy of such policy, together with an endorsement thereto, under the terms of which the insurance company insures the liability assumed by the Contractor hereunder, substantially in the form of Special Endorsement, attached hereto and made a part hereof.