

Case: RFD #2285, Hilared M. O'Donnell, November 30, 1965 expired November 1, 1970

MISCELLANEOUS  
No.: 802,641  
Case No.:

AGREEMENT, made this 16th day of February, 1971

between ~~ORLANDO, PORTLAND AND SEATTLE RAILWAY COMPANY, a Washington corporation, and its Lessee, BURLINGTON NORTHERN INC., a Delaware corporation, hereinafter jointly called the "Railroad", and LEON MONTCHALIN and YVONNE MONTCHALIN, husband and wife, whose post office address is Route 3, Box 370A, Washouak, Washington, hereinafter jointly WITNESSETH;~~ called the "Applicant,"

WHEREAS, this Applicant desires to construct, maintain and use an existing roadway (hereinafter termed the "facility"), upon the right of way of the Railroad located at St. Cloud, Shesania County, Washington as shown in Red upon the plan which is attached hereto and made a part hereof, marked Exhibit "A" the Railroad consents thereto upon the following terms and conditions: and dated January 7, 1971

1. Applicant shall pay to the Railroad the sum of Twenty-five dollars (\$ 25.00 ) upon the execution hereof, and each five (5) year period thereafter, during the continuance of the license and permission hereby granted.

2. The Applicant shall construct and maintain the said facility at the Applicant's sole cost and expense and in a manner in all its satisfactory to the Railroad.

3. This permit is effective as of November 1, 1970.

4. The Applicant shall and hereby does release and discharge the Railroad of and from any and all liability for damage to or destruction of said facility or any property of the Applicant upon the premises of the Railroad in connection with the construction, maintenance and use thereof, and the Applicant shall and hereby does assume any and all liability for injury to or death of persons or loss of or damage to property in any manner arising from or during the construction, use, maintenance or removal of said facility, however such injury, death, loss, damage or destruction aforesaid may occur or be caused; and the Applicant shall and hereby does indemnify and save harmless the Railroad of and from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs or expenses arising, growing out of or in connection with any such injury, death, loss, damage or destruction aforesaid.

5. Upon the cancellation or termination otherwise of this agreement the Applicant shall at the Applicant's own sole cost and expense and to the satisfaction of the Railroad remove ~~the said facility~~ and restore the premises of the Railroad as near as may be to their now existing condition.

In the event that the Applicant shall fail to remove or cause to be removed from ~~the premises~~ the said facility prior to the effective date of the cancellation or termination otherwise of this agreement, the Railroad may appropriate the said facility or any part thereof to its own use without compensation to the Applicant ~~and may remove the same at the cost and expense of the Applicant.~~

6. The Applicant shall not assign this agreement or permit any other person or persons to use or occupy any portion of the premises of the Railroad occupied by the said facility without first having obtained the written consent of the Railroad.

7. Either party hereto may cancel and terminate this agreement at any time upon thirty day notice in writing to the other of its intention so to do.

8. All notices to be given by the Railroad to the Applicant hereunder may be effectually given by letter from the Railroad or its agent or attorney deposited postpaid in a United States post office addressed to the Applicant at the Post Office address above stated.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

In presence of:

Joyce M. Brinkman

E. D. Bright

Carol A. Heeler

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY  
and its Lessee, BURLINGTON NORTHERN INC.

By: [Signature]  
GEN. MGR. - PASSENGER & CONTRACTS

Leon Montchalin  
(LEON MONTCHALIN - husband)

Yvonne Montchalin  
(YVONNE MONTCHALIN - wife)



ST. CLOUD

Lot A

Lot 3

Lot 2

EXHIBIT "A"  
BURLINGTON NORTHERN INC  
ST. CLOUD, WASH.

SCALE 1 IN. = 400 FT.

JAN 27 1971

1771

17° 18' C  
4 44° 36'

#33

631057 264.1 P. 122  
NO 198.53

ST. CLOUD  
ST. CLOUD  
ST. CLOUD

631051 since 30.14

631052 since 1.172  
NO 353.55  
631053 since 1.172  
NO 391.274

631054 since 1.172  
NO 353.55

631055 since 1.172  
NO 353.55

NO 198.53

NO 198.53

NO 198.53

7 A. 53.28

7 A. 53.28

