

Copy of original document on file in Railroad file, Edgemoor Association – Scanned 6/04 SK
File Name: 1971 Kingsbury & RR agreement.doc

February 10, 1971

Mr. R. M. Boyd
Assistant Regional Manager, Real Estate
Burlington Northern
820 Central Building
Seattle, Washington 98104

Dear Mr. Boyd:

Since our telephone conversation of 10 days or so ago, and receipt of your letter of February 2, 1971, respecting the installation of your electric service line off Willow Road across a reserve area, I have given the matter some thought and have discussed it with my predecessor as secretary of the Edgemoor Association (not Edgemoor Community Group) and with Sam Peach, attorney, who brought the suit against the Burlington Northern to require that some opening be made under the Burlington Northern's track to allow boats and access to large lagoon which this reserve borders. I have been secretary of this association for more than 10 years being a holdover since there has been no meeting of the association in that time. The president who was elected when I was elected secretary was H. R. Main; he died some years ago. I have been the only active officer since.

No meeting of the members of the association has been held for more than 10 years nor is any contemplated in the immediate future. I, personally, have attended to such affairs and business as the association has had during all this time, the principal business being the annual payment of taxes. I consider the former secretary, Robert Sherwood, and Mr. Sam Peach as being quite representative of sentiment in the area and as a result of my conferences and my consideration, I think that you may consider it as quite safe for you to lay the single phase service line through the reserve area of the Edgemoor Association if the following is agreed to by you:

1. That you will remove the line and leave the ground in good condition at any time on six (6) months notice given by a proper officer of the Edgemoor Association.
2. That you will pay \$25.00 per year as a rental or license fee for the use of the ground, to commence, let us say, March 1, 1971.

I trust you will find this satisfactory and again, I think that there will be no difficulty about the matter.

Very truly yours,
KINGSBURY, LIVESEY & LUDWIGSON

Burton A. Kingsbury

BAK/dah

Copy of original document on file in Railroad file, Edgemoor Association – Scanned 6/04 SK
File Name: 1971 Kingsbury & RR agreement.doc

EDGEMOOR ASSOCIATION, of Bellingham, Washington, hereinafter called Grantor, hereby grants permission to BURLINGTON NORTHERN INC., a Delaware corporation, hereinafter called Permittee, to construct, maintain and operate an underground electric power line across the premises of Grantor along the course described as follows:

That portion of Grantor's ownership in the SE ¼ of Section 11, Township 37 North, Range 2 East, W.M., as shown in red outline on the print marked Exhibit "A" dated March 23, 1971, and by this reference made a part hereof.

This permission is given upon the following terms:

1. Permittee will pay annually in advance commencing March 1, 1971, the sum of twenty-five and no/100 dollars (\$25.00).
2. All cost of construction and maintenance shall be paid by Permittee.
3. After the completion of construction of said electric line and appurtenances or any repairs thereto, Permittee shall remove from the premises of Grantor, all false work and equipment used in the installation or repair work.
4. Each party shall have the right to terminate this permit at the expiration of six (6) months written notice of intention to terminate the same. Any such notice shall be good if deposited in the United States mails addressed to Permittee at 820 Central Building, Seattle, Washington 98104.

IN WITNESS WHEREOF, the parties hereto have executed these presents this 18th day of May, 1971.

EDGEMOOR ASSOCIATION

By: (Signature of Burton Kingsbury)

Title: Secretary

BURLINGTON NORTHERN INC.

By: (Signature on Original Document)

Vice President