Northern Pacific Railway Company. Engineering Department Records.

Version 3
August 20, 2018

N. P. 1757/6-24

OFFICE OF CHIEF ENGINEER,
ST. PAUL, MINN.

OFFICE OF

FILE NO. 4082

SUBJECT:

CONTRACT G.N. AND N.P.

COVERING USE OF FACILITIES AT

ADRIAN, WASHINGTON.

4082

B-2

4082

4082

Saint Paul, November 20, 1934.

Mr. H. E. Stevens:

In accordance with your verbal request I am sending you herewith two additional prints of NP-GN connection at Adrian, Washington, also three prints of profile.

Bernard Blum

408

Saint Paul, November 19, 1934

Mr. H. E. Stevens:

Our discussion at Seattle about track layout at Adrian for interchange of cars with the Great Northern:

I found our maps were not complete as to the Great Northern layout and the plan that Mr. Stotler had of Adrian did not show the gravel pit tracks or the connection to our line at Adco. I accordingly had a new sketch prepared, print of which is attached, showing in red the Northern Pacific tracks, and in yellow the Great Northern tracks.

BB h

N. P. 1386 12-24

TELEGRAM—BE BRIEF

TIME FILED

M.

155 GI N

On [redacted] S Divn
Custer Nov 14 1934

R E Gemmell

StPaul

Have Larson prepare print of interchange track at Adrian to connection at Adco B-143

Bernard Blum

1023pm

Mr. Blum

Herewith print of sketch detail Nov. 17. N.P. tracks shown in red, G.N. in yellow

PHL, 11/17

N. P. 1386/12-24

TELEGRAM—BE BRIEF

TIME FILED

M.

4082

On Yell Divn 11-14-34

R E Gemmell St Paul

Have Larson prepare print of interchange track at Adrian to connection at Adco B 143

Bernard Blum

Mr. Blum:-

In accordance with your mailgram of Nov. 11th, pls find attached hereto print of Adrian station Plat showing G.N.trackage and connetcions.

A.F.S.-b
11-12-34

N. P. 1386/12-24

TELEGRAM—BE BRIEF

TIME FILED

M.

Mailgram

Seattle 11-11-54

Mr Stotler:

Please send me No. 2 Monday night to Livingston blueprint of station plat Adrian showing GN trackage and connection colored to show ownership. As I recall the station plat does not include the connection clear up to Adco but that is not important so long as it shows all the tracks that would be available for interchange with the GN.

Bernard Blum

N.P. Ry.
Idaho Division - W.C. Branch.

ADRIAN

Grant Co., Wn.
Sec. 24 Tp. 22 N. R. 27 E. W.M.
Office Div. Eng'r. Tacoma, Wn. March 2d, 1904.
Scale 100' = 1".

N.P. Tracks shown thus ═
G.N. " " 🟨
G.N. " to be used by N.P. 🟥 see below Agr. #1962

Corrected to Apr. 21-27.

Note
G.N. Ry. leases to N.P.R. site for bldgs at Adrian in exchange for use of N.P. water supply. See Agr. #2044. 10-31-1933.

See Agreement dated 1-17-1931 between N.P.R. and G.N. Ry. for use of facilities at Adrian. (File #1962.) Terminated as of 11-1-1953

Adrian

4082
act

February 19, 1934

Mr. J. R. W. Davis,
Chief Engineer,
Great Northern Ry. Co.,
St. Paul, Minnesota

Dear Sir:

Your letter of the seventh requesting information about track purchased by your company at Adrian, Washington, from the Northern Pacific:

I am returning your letter with the information requested by you shown thereon in pencil. I trust this will meet your requirements for BV Form 588.

Yours truly,

BB h

Mr. Jenell

Mr Blum

Presume no objection to furnishing this page 2/17

Information supplied on face of letter

HWL

2-10-34

Mr. Blum - Herewith as requested. A.T.T. 2/10/34

C O P Y

~~5501~~

Nov. 22, 1933.

Mr. J.R.W. Davis,
Chief Engineer,
Great Northern Ry.Co.,
St. Paul, Minnesota.

Dear Sir:

Referring to your letter of the 9th inst. file JBM-MEJ-4, relative to supplying you a copy of our Roadway Completion Report for AFE 533-31:

Under instructions from our Executive Department it has been our policy for many years not to furnish other companies copies of our completion reports, except in cases of jointly owned property.

In the case of the project mentioned above, we have furnished you a statement showing the quantities in which you are interested by purchase, and you have the cost through our bill. This should furnish you data for the preparation of your record of the elements of property purchased.

Yours truly,

Chief Engineer.

J A Young. called

Look up & see if we have an agreement betw N.P and G.N cover interchange at Adrian, Wash

Doc. # 15510 cancells former agreement.

Secy ?
V. P. Office

Doc. # 15510 cancelled Nov. 1, 1933

No agreement to cover interchange

G.N. has no record of Agreement

a H.B.
12/16/58

St. Paul, Minnesota
November 17, 1933

Mr. B. Blum
Chief Engineer

Mr. A. F. Stotler
Asst. Chief Engineer
Seattle, Washington

Mr. H. M. Tremaine
District Engineer
Spokane, Washington

Mr. E. M. Grime
Engineer of Water Service

Mr. A. M. Gottschald
Assistant Secretary

Mr. R. T. Taylor, Supt.
Spokane, Washington

Mr. V. E. Williams
Western Right of Way Agent
Seattle, Washington

Herewith for your information and file copy of G.N. lease No. 29017 dated October 31, 1933, under which the Great Northern permits the Northern Pacific to retain certain Company structures on their right of way at Adrian, Washington, in exchange for which we grant the Great Northern permission to take water from our water supply.

J. L. Watson,
Right of Way Commissioner

W
Enc.

L-J
BB
11/23

PAL
AB 11/23

Record made on the plat OK
HHS 5/16/34.

Recorded
PAL

Washington Central Br. # 299.

G.N. No. 29017

C O P Y

THIS AGREEMENT, made and entered into this 31st day of October, 1933, by and between GREAT NORTHERN RAILWAY COMPANY, a Minnesota corporation, hereinafter called the "Northern Company", and NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereinafter called the "Pacific Company",

WITNESSETH:

WHEREAS, the Pacific Company has heretofore erected upon the right of way of the Northern Company at Adrian, Grant County, Washington, five (5) structures, shown outlined red on the blue-print hereto attached, marked Exhibit "A", and by this reference thereto made a part hereof;

WHEREAS, the Pacific Company owns a certain water supply at said station of Adrian from which the Northern Company secures water for station use; and

WHEREAS, the Northern Company is willing to permit the Pacific Company to retain the structures shown upon said Exhibit "A" in consideration of the Pacific Company granting to the Northern Company the right to continue taking water from the Pacific Company's said water supply.

NOW, THEREFORE, in consideration of the premises and of the covenants and premises hereinafter stated, the parties hereto agree as follows:

(1) The Northern Company grants to the Pacific Company license and permission to retain said structures shown outlined red upon said Exhibit "A", until this agreement shall be cancelled as hereinafter provided.

(2) The Pacific Company hereby grants to the Northern Company license and permission to take water from the Pacific Company's water supply at said station of Adrian for its station use, but on the condition that the Northern Company shall, at its own cost and expense, furnish all gasoline and oil necessary to take care of the pumping of said water; and on the further condition that the Northern Company shall furnish to the Pacific Company free of charge, sufficient water to take care of the needs of the Pacific Company's section head-

quarters at said station of Adrian.

Either party hereto shall have the right to cancel and terminate this agreement at any time, upon giving to the other party thirty (30) days' written notice of its intention so to do.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by its duly authorized officers as of the day and year first hereinabove written.

In presence of:

C. W. Peterson

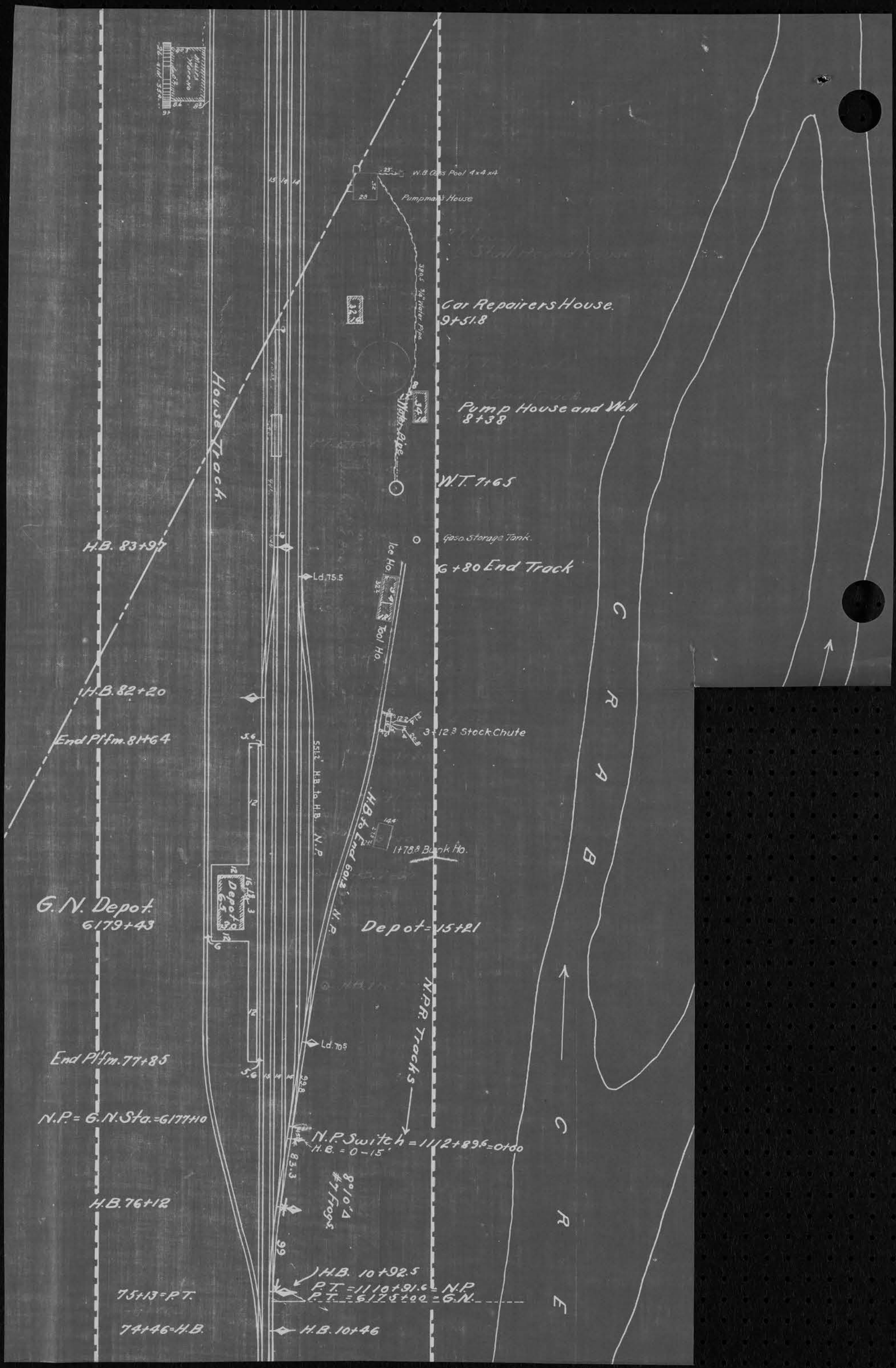
H. E. Hickey

GREAT NORTHERN RAILWAY COMPANY,

By James T. Maher
Right of Way, Land & Tax Commissioner

NORTHERN PACIFIC RAILWAY COMPANY,

By J. L. Watson
Right of Way Commissioner


W.B. Cess Pool 4x4x4
Pumpman's House
Car Repairers House.
9+51.8
Pump House and Well
8+38
W.T. 7+65
Gaso. Storage Tank.
6+80 End Track
Ice Ho.
Tool Ho.
3+12.3 Stock Chute
1+78.8 Bunk Ho.
House Track.
H.B. 83+97
H.B. 82+20
End Pl'fm. 81+64
Ld. 75.5
H.B. to H.B. 2155'
N.P.
H.B. to End 608'
N.P.
G.N. Depot.
6179+43
Depot
Depot = 15+21
N.P. Tracks
Ld. 70.5
End Pl'fm. 77+85
N.P. = G.N. Sta. = 6177+10
N.P. Switch = 1112+89.6 = 0+00
H.B. = 0-15'
Pool & Floats
H.B. 76+12
H.B. 10+92.5
P.T. = 1110+91.6 = N.P.
P.T. = 6175+00 = G.N.
75+13 = P.T.
74+46 = H.B.
H.B. 10+46
GRADE

4082

Doc. 15510

Saint Paul, Minnesota,
May 18, 1933.

Mr. H. E. Stevens, Vice President
Mr. W. E. Coman, Vice President, Seattle
Mr. L. B. daPonte, Western Counsel, Seattle
Mr. F. W. Sweney, Comptroller (3)
Mr. E. A. Gay, Secretary
Mr. E. R. Wales, District Accountant, Tacoma
Mr. J. L. Watson, Right of Way Commissioner
Mr. V. E. Williams, Western R/W Agent, Seattle
Mr. E. A. McCrary, Tax Commissioner
Mr. C. A. Murray, W. Tax Att'y & Comm'r, Seattle
Mr. R. W. Clark, General Traffic Manager
Mr. L. R. Capron, Freight Traffic Manager
Mr. J. L. Burnham, Western Traffic Mgr., Seattle
Mr. E. E. Nelson, Passenger Traffic Manager
Mr. W. C. Sloan, General Manager, Seattle
Mr. R. T. Taylor, Superintendent, Spokane
Mr. C. H. Goodhue, Manager Mail Traffic
Mr. Bernard Blum, Chief Engineer (2)
Mr. A. F. Stotler, Ass't Chief Engineer, Seattle

Referring to agreement dated January 17, 1931, between Great Northern Railway Company and Nor. Pac. Ry. Co., covering use of facilities at Adrian, Washington:

Herewith copy of letter dated May 1, 1933, from Mr. H. E. Stevens to Mr. C. O. Jenks and a copy of his reply dated May 4, 1933, terminating above agreement as of November 1, 1933.

Please acknowledge receipt on the enclosed form.

Stomat Profile 6/1/33 Hal

A. M. Gottschald,
Assistant Secretary.

L.S.

5/19 PAG

Enclosure
b

5/1/33

MR. C. O. JENKS
Vice President, Great Northern Ry.
Saint Paul

Dear Sir:

This letter is to advise you that the Northern Pacific Railway Company desires to cancel, effective as of November 1, 1933, contract between the Great Northern and Northern Pacific dated January 17, 1931, as supplemented by contract of May 6, 1931, covering use of certain Great Northern property at ADRIAN, Washington.

Will you please acknowledge receipt?

Yours truly,

H. E. Stevens.

- -

GREAT NORTHERN RAILWAY COMPANY

Operating Department

C. O. Jenks
Vice President.

Saint Paul, Minnesota,
May 4, 1933.

Mr. H. E. Stevens, Vice President,
Northern Pacific Railway Company,
Saint Paul, Minnesota.

Dear Sir:

Receipt is acknowledged of your letter of May 1st, cancelling, as of November 1, 1933, contract between Great Northern and Northern Pacific, dated January 17, 1931, supplemented by contract of May 6, 1931, covering the use of facilities at Adrian, Washington.

Yours very truly,

C. O. Jenks

Doc. 15510

4082

Saint Paul, Minnesota,

October 19, 1931.

Mr. H. E. Stevens, Vice President (2)
Mr. W. E. Coman, Vice President, Seattle
Mr. L. B. daPonte, Western Counsel, Seattle
Mr. F. W. Sweney, Comptroller (3)
Mr. E. A. Gay, Secretary
Mr. J. L. Watson, Right of Way Commissioner
Mr. V. E. Williams, W. R/W Agent, Seattle
Mr. E. A. McCrary, Tax Commissioner
Mr. C. A. Murray, W. Tax Att'y & Comm'r, Seattle
Mr. J. G. Woodworth, Vice President
Mr. R. W. Clark, General Traffic Manager
Mr. L. R. Capron, Freight Traffic Manager
Mr. J. L. Burnham, Western Traffic Manager, Seattle
Mr. E. E. Nelson, Passenger Traffic Manager
Mr. W. C. Sloan, General Manager, Seattle
Mr. L. F. Newton, Superintendent, Pasco
Mr. C. H. Goodhue, Manager Mail Traffic
Mr. Bernard Blum, Chief Engineer (2)
Mr. A. F. Stotler, Ass't Chief Engineer, Seattle
Mr. H. M. Tremaine, District Engineer, Spokane
Mr. E. R. Wales, W. Auditor & Paymaster, Seattle

Referring to agreement dated January 17, 1931, between Great Northern Railway Company and Nor. Pac. Ry. Co., covering use of facilities at Adrian, Washington:

Herewith copy of supplement dated May 6, 1931, which is self explanatory.

Please acknowledge receipt on the enclosed form.

R. H. Relf,
Assistant Secretary.

Enclosure
b

Recorded on station plat of Adrian 11-19-31 PS

SUPPLEMENTAL AGREEMENT made this 6th day of May, 1931, between GREAT NORTHERN RAILWAY COMPANY, a Minnesota corporation, hereinafter called the "Northern Company", and NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereinafter called the "Pacific Company".

WITNESSETH:

FJG
LFN
LBdaP
JLB
JEC
BR
GSC
HES

WHEREAS, the parties hereto upon January 17, 1931, entered into an agreement relating to the sale by Pacific Company to Northern Company of certain facilities of the Pacific Company at Adrian, Washington, and further relating to the use by the Pacific Company in common with the Northern Company of certain facilities of the Northern Company at said station, including Northern Company's depot buildings, and

WHEREAS, the Northern Company has closed its station at Adrian permanently and now has no station employes at that point and the parties hereto desire to alter and amend said agreement of January 17, 1931, in certain respects,

NOW, THEREFORE, in consideration of the premises it is agreed by and between the parties hereto that said agreement dated January 17, 1931, shall be and the same is hereby modified and amended in the following respects:

(a) By striking sections 8 and 10 therefrom.

(b) By striking section 9 therefrom and substituting in lieu thereof the following:

> "9. The Pacific Company shall pay the Northern Company One Hundred Dollars ($100.00) per month for the use by the Pacific Company of the Northern Company's right of way as a site for the Pacific Company's track and structures shown in black within the semi-circle lettered "J" and the tracks shown in black between the points "B" and "D" and "R" and "M" on said Exhibit A, and for the use of the Northern Company's tracks and depot and platform shown in red on said Exhibit A. Bills shall be rendered and payment made monthly."

As modified and amended by this supplemental agreement said agreement of January 17, 1931, shall continue in full force and effect between these parties.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed upon the day and year first hereinabove written.

GREAT NORTHERN RAILWAY COMPANY

In presence of

By G. R. Martin,
Vice President.

Bertha Leistiko.

NORTHERN PACIFIC RAILWAY COMPANY

E. L. Ledding

By H. E. Stevens,
Vice President.

4082

St Paul, August 21, 1931.

Mr. H. E. Stevens:

Yours of the 19th and returning proposed supplemental contract with the Great Northern covering use of their right of way at Adrian, Washington:

I have initialed the agreement which is satisfactory, assuming that the question of compensation was agreed to in conference.

Chief Engineer.

BB h

Saint Paul, August 19, 1931-s

MR. BERNARD BLUM:

Attached is proposed supplementary contract with the Great Northern, covering use of Great Northern right of way at Adrian, Washington.

If satisfactory, will you please initial and return?

See contract Jany 17. 1931 attached revised as proposed

8/20

4082

St.Paul, May 19, 1931.

MR. H. E. STEVENS:

I am handing you herewith for approval Pasco Division AFE ED 34-31, Adrian, Wn.- Abandonment of main track sold to the Great Northern Ry. Co., $-------.

The contract of Jan. 17, 1931, provides that it shall become effective on completion of the relaying by the Great Northern and on payment by the G. N. to the N.P. of the sum of $9561. provided for in the contract.

I am advised that payment of the $9561. was made by the G.N. on March 28, 1931, and we are arranging to make necessary changes in mileage records as effective April 1, 1931.

Chief Engineer.

HAC-ml

enc

4082

Saint Paul, May 19, 1931.

MR. A. F. STOTLER:

Reference is made to my letter of April 7th and your reply of May 4th in regard to sale of track to Great Northern at Adrian, Wash., contract of Jan. 17, 1931, AFE ED 34-1931.

I am advised that payment of the sum to the Northern Pacific as stipulated in the agreement, was made by the Great Northern on March 28, 1931, and it is considered that the contract should be treated as effective April 1, 1931. The transfer of 3348.2 feet of track from owned mileage to trackage rights will be made as of April 1, 1931.

Chief Engineer.

CC-J N Pariseau
F W Stotelkluh
A C Terrell
F C Sharood
HAC-al

Mr. Gibbs:

Have checked the contract files on this and we have no information not already in your possession. The change in mileage in my opinion should be made as of April 1, 1931 as the agreement is effective upon the completion of the relay by the GN and the payment to us of $9561.00. The first condition was satisfied in 1930 and the second on March 18, 1931. It seems to me that no one could object to the latter date & the use of April 1, as a matter of expediency.

F. A. Buckwell

5/18/31

27 Saint Paul, May 12, 1931.

MR. BLUM:

Pasco Div. AFE ED 34-1931, for retirement of track at Adrian, Wash., which you signed, has since been revised, as covered by letter to Mr. Stotler, April 11th.

The AFE is now correct and ready for passing, but there is some question about the effective date of the change from use of our own track to use of the G.N. track by the N.P.

The contract of Jan. 17, 1931, with the G.N. provides contract shall become effective upon completion of relay by the G.N. and upon payment by the G.N. to the N.P. of the sum of $9561. Mr. Stotler quotes Mr. Newton as stating that this job was completed about May 15, 1930. The Accounting Dept. advise that payment of the $9561. was made March 28, 1931. That Department also advises that monthly bills are being rendered by the G.N. on basis of former contract, for $100. a month instead of $160. a month as provided by latest contract. We should change our mileage to correspond with date of Accounting and Oper. Dept. change, but perhaps the Operating Dept. should determine the date the contract becomes or became effective.

HAC

HAC-ml

H.A.C.
Will you pls handle
B.B.
5/14

Presume A.F.E. should now be forwarded B.B.
5/14

Saint Paul, May 12, 1931.

MR. BLUM:

Pasco Div. AFE ED 34-1931, for retirement of track at Adrian, Wash., which you signed, has since been revised, as covered by letter to Mr. Stotler, April 11th.

The AFE is now correct and ready for passing, but there is some question about the effective date of the change from use of our own track to use of the G.N. track by the N.P.

The contract of Jan. 17, 1931, with the G.N. provides contract shall become effective upon completion of relay by the G.N. and upon payment by the G.N. to the N.P. of the sum of $9561. Mr. Stotler quotes Mr. Newton as stating that this job was completed about May 15, 1930. The Accounting Dept. advise that payment of the $9561. was made March 28, 1931. That Department also advises that monthly bills are being rendered by the G.N. on basis of former contract, for $100. a month instead of $160. a month as provided by latest contract. We should change our mileage to correspond with Accounting Dept. change, but perhaps the Operating Dept. should determine the date the contract becomes or became effective.

HAC-ml

St.Paul, May 11, 1931.

MR. A. F. STOTLER:

The revised estimate for Pasco Div. AFE ED 34-1931, retirement of track at Adrian, Wash., received with your letter of April 29, has been revised here to show original cost or retirement as $13,986., which is based on inventory figures furnished by Val. Dept. in November 1929. The revised distribution is

Cost of property retired	$13,986.	
Value of Salvage	11,245.	
To P. & L.		$2741.
" M. & S.		1684.
" B/C		9561.
" A.& B.		(13986.)
Total		- - -

Chief Engineer.

HAC-ml

St.Paul, May 11, 1951.

MR. J. N. Parisean,
Mr. F. W. Stoteklum,
Mr. F. C. Sherood,
Mr. A. C. Terrell,

You have copy of my letter of April 7, 1951, in regard to piece of track at Adrian, Mn., sold to the Great Northern, contract of January 17, 1951, Pasco Div. AFE No 34, 1951.

Stationing of N.P. track to be retired, as mentioned in second paragraph of that letter is incorrect, and should be changed to Sta. 1073+00.8 to Sta. 1106+29, equal to 5348.2 track feet.

Chief Engineer.

CC-A F Stotler

HAC-al

Adrian, Wm. Parsotion. E.D. 34-1931

	Set-up for S.N.	Inventory
Grading	8005.34	8005.34
B.S.&C	70.00	70.00
Ties-Sec. Lef. -	312.00	877.40
	8387.34	8952.74
Engineering	335.00	
	8722.34	335.00
		9287.74
General Expense	126.00 x	—
Interest	713.00 -	713.00
	9561.34	10000.74
Rail	1940.16	
O.T.M.	337.45	
Ballast	515.22	
T.F.&S.	1032.13	
Cgs	6.85	
	3831.81	
Engineering	153.27	
	3985.08	3985.08
		~~12707.42~~
Orig. Cost-Inventory-Vac. Sept. 7.4082 →		13985.82
		13986. -

HAC
5/11-31

8722.34	877.40
565.40	312
3985.08	565.40
13272.82	
713	
13985.82	

Seattle, Wash.,
May 4, 1931

1-4

Mr. Bernard Blum:

Adrian - Retirement of trackage
sold to G.N.

Referring to your letter of April 7, relative to date certain work was done in connection with agreement dated January 17, 1931 with the Great Northern account of sale of tracks at Adrian, Wash.

Under date of May 2, District Engineer at Spokane wrote that Superintendent Newton advises, "That this job was completed on or about May 15, 1930. There was no work in connection with it in which the N.P. was involved."

ANB-K
cc JEC
cc CES
cc HMT

O. S. Stokes

N.P. Rec 36233
G.N. Paid 3/26/31 - March-1931 Accounts

Seattle, Washington
April 29, 1931

Mr. Bernard Blum:

Adrian - Retirement of tracks sold
to G.N. - ED 34-31.

In accordance with your letter of April 11, estimate and sketch covering retirement of trackage sold to the Great Northern at Adrian were revised April 23,1931 to agree with amounts carried in our valuation, and I am attaching hereto, two copies of sketch and estimate, which please substitute for the ones you now have, attached to RFA 24, ED 34-31.

Revised distribution will be as follows:

Property retired (P&L)	11,100
Salvage	11,245
Total 619 P&L	145
M&B	1,684
B/C	9,561
A&B	11,100
	Blank
Net expenditure	11,245

Track decrease 3348.2 ft.

O S Stokes

cc HMT
cc JEC
cc LFN

St.Paul, April 11, 1931.

MR. A. F. STOTLER:

Referring to Pasco Division AFE ED 34-1931, and my letter of the 7th, sale to G.N. and retirement of track on G.N. right of way at Adrian:

Attention has been called to apparent error in length of track retired. The estimate and the AFE sketch show retirement between

N.P.sta. 1106+29 and 1069+43.2 - 4686.7 feet

The G.N. stationing shown on AFE sketch is
6170+49 to 6137+41 - 3308 feet and

adding 12 feet for long station - 3320 feet.

The $9561. named in contract of Jan. 17, 1931, to be paid by G.N. for grade, bridges, trestles and culverts, and ties is based on quantities and prices furnished by the Valuation Dept. from 1917 inventory, and covers track between I.C.C. stations 1106+30 and 1072+81.8 equals to 3348.2 track feet.

The stationing shown on sketch dated at Spokane, Nov. 14, 1929, shows stationing as 1106+29 to 1072+80.8 equal to 3348.2 track feet.

Retirement of track metal, estimate MMT 309, March 16, 1931, attached to AFE is based on 4686.7 feet of track, which according to stationing reference shown above, is incorrect. The arrangement with the G.N. was originally made with the Washington Central and aside from Valuation Dept. records, we seem to have no definite record of present length of this track, so apparently we will have to assume that the Valuation records are correct. Unless you have

some definite information to the contrary, you should submit revised estimate and sketch for retirement of 3348.2 feet of track, which will change the original cost and salvage from track metal. The bills for collection item of $9561. (and the corresponding salvage from roadbed, B.T. & C. and ties) is fixed by the contract of Jan. 17, 1931.

Chief Engineer.

HAC-ml

A.R.C.

The contract with the Grt. Nor. Ry dated Jan. 17, 1931, includes the sale of the N.P. Ry track which is on G.N. Ry right of way at Adrian. The exhibit indicates that the N.P. Ry enters G.N. Ry right of way at Sta 1059+42.3

The sketch with A.F.E. E.D. # 34-31 seems to be made from this exhibit, even to the extent of showing a long Sta in the G.N. track at their Sta 6140. This has nothing to do with the N.P. track here.

You will note that the track to be sold is 4686.7 ft. if you use the N.P. Sta at each end while if you use the G.N. Sta at same points the result is 3308 ft.

The trouble with the A.F.E. is that being made from the Grt. Nor. Ry exhibit sketch it uses an equa. = G.N. Sta 6141+30 = N.P. Sta 1063+31.3 which is not correct. The N.P. Sta at this point is 1076+70 approx.

John Mickelsen

6170 - 49
6137 41

3308 + 12 = 3320

1106 - 29
1059 423

4686.7

1108 - 30
1072 - 81.8

3548.2

1106 + 30
1072 81.8

3348.2

1063 + 31.7
1059 + 423

3+89.0

~~1076.70~~

~~1080.59~~

1076.70
3.89

1072.81

~~1063 29~~
~~1080 59~~
~~570~~

1106 29
1072 + 81

3348

St.Paul, April 7, 1931.

MR. A. F. STOTZER:

Referring to contract with the Great Northern, Jan. 17, 1931, sale of track, etc. at Adrian, Tex., and to your AFE ED 74, 1931, for retirement of track sold:

This arrangement means that the track from N.P. stations 1072+80.8 ~~1069+25~~ to 1106+29 will be retired from owned and maintained mileage, but will be continued in operated (or road) mileage under trackage rights on the effective date of the contract.

Please advise promptly when the agreement becomes effective as provided in Section 15 of the contract.

The status of trackage B to D, A to M, R to M, and the track within semi-circle J, as shown on contract exhibit, does not change under the new contract.

Chief Engineer.

CC-JMPerineau
FMStetekleh
FGSharood
ASTerrell

MC-ml

St.Paul, April 7, 1931.

MR. BLUM:

The track in dotted white on AFE sketch, between N.P. Stations 1059+42 and 1106+29 (between letters C and A on contract exhibit) is carried as main track, branch lines, and is owned, maintained and operated by the Northern Pacific.

When the contract of Jan. 17, 1931, becomes effective, as provided in Section 15, it will be proper to eliminate this piece of track from owned and maintained mileage, but to continue to carry it as operated (or road) mileage under trackage rights.

The status of the trackage shown on contract exhibit in black - B to D and west of R within semi-circle J, will not change as we own and maintain this trackage and are given easement for maintenance on G.N. right of way. The red track A to N we will continue to use under trackage rights.

Adrian, Trash.

HAC

HAC-ml

enc

HAC
4/8/31

St.Paul, April 4, 1931.

MR. BLUM:

Pasco Division AFE ED 34-31, Adrian-Abandonment of main track sold to the Great Northern Railway Company, $-----., for approval.

HAC

enc

HAC-ml

H.A.C.

How is this trackage carried in our records?

4/5 B.B.

4082

Doc. 15510

Saint Paul, Minnesota,

February 9, 1931.

Mr. H. E. Stevens, Vice President (2)
Mr. W. E. Coman, Vice President, Seattle
Mr. L. B. daPonte, Western Counsel, Seattle
Mr. F. W. Sweney, Comptroller (3)
Mr. J. L. Watson, Right of Way Commissioner
Mr. V. E. Williams, Western Right of Way Agent, Seattle
Mr. E. A. McCrary, Tax Commissioner
Mr. C. A. Murray, Western Tax Att'y & Comm'r, Seattle
Mr. J. G. Woodworth, Vice President
Mr. R. W. Clark, General Traffic Manager
Mr. L. R. Capron, Freight Traffic Manager
Mr. J. L. Burnham, Western Traffic Manager, Seattle
Mr. E. E. Nelson, Passenger Traffic Manager
Mr. J. E. Craver, General Manager, Seattle
Mr. D. S. Colby, Superintendent, Spokane
Mr. C. H. Goodhue, Manager Mail Traffic
Mr. Bernard Blum, Chief Engineer (2)
Mr. A. F. Stotler, Ass't Chief Engineer, Seattle
Mr. H. M. Tremaine, District Engineer, Spokane
Mr. E. R. Wales, Western Auditor & Paymaster, Seattle

Herewith copy of agreement dated January 17, 1931, between Great Northern Railway Company and Nor. Pac. Ry. Co., covering use of facilities at Adrian, Washington.

This agreement supersedes one dated November 25, 1922, between the same parties.

Please acknowledge receipt on the enclosed form.

R. H. Relf,

Assistant Secretary.

Recorded on station plat of Adrian 6-5-31 PZ

Enclosure
b

AGREEMENT, made this 17th day of January, 1931, between GREAT NORTHERN RAILWAY COMPANY, a corporation of the State of Minnesota, hereinafter called the "Northern Company", and the NORTHERN PACIFIC RAILWAY COMPANY, a corporation of the State of Wisconsin, hereinafter called the "Pacific Company",

WITNESSETH:

DFL
BB
CSC

By agreement made March 15, 1904, the Northern Company granted to the Washington Central Railway Company, a corporation, the right to construct and maintain a single track upon and over the right of way of the Northern Company at Adrian, in the County of Grant, State of Washington, and also to use the depot facilities of the Northern Company at Adrian and certain tracks of the Northern Company within its yard limits. The Pacific Company thereafter became owner by assignment of the rights of the Washington Central Railway Company under said contract. By agreement dated April 18, 1905, the Northern Company granted to the Pacific Company the right to construct and maintain miscellaneous tracks and buildings on its right of way at Adrian. By further agreement between the parties hereto dated May 28, 1913, the agreement of April 18, 1905, was cancelled and terminated and the ownership, use and conditions governing said tracks, buildings and facilities were further defined. By agreement dated November 25, 1922, between the parties hereto, as amended on October 26, 1926, the foregoing agreements were again modified.

The parties hereto now desire to further modify said agreements and to express their agreement in this new contract which shall be substituted for all of said contracts.

NOW, THEREFORE, in consideration of the premises and of the mutual dependent promises hereinafter contained, the parties agree as follows:

1. Upon the effective date of this agreement said agreements of March 15, 1904, April 18, 1905, May 28, 1913, November 25, 1922, and October 26, 1926, and each of them, shall be cancelled and terminated.

2. The track shown in red between the points "A" and "C" on the blue print which is hereto attached, marked Exhibit A, and hereby referred to and made a part of this agreement, is laid with 56-pound rail which is the property of the Pacific Company. The Northern Company at its own expense shall take up said rail and place same on cars to be furnished by the Pacific Company at a convenient point near Adrian for delivery to the Pacific Company. The Northern Company shall, at its own expense, replace said 56-pound rail so taken up with second-hand 90-pound rail.

3. The Northern Company shall purchase from the Pacific Company at the agreed price of Nine Thousand Five Hundred Sixty-one Dollars ($9,561.00), the roadbed heretofore constructed by the Pacific Company under said agreements on the right of way of the Northern Company between the points "A" and "C" on said Exhibit A, and such ties on said roadbed as may be serviceable. The Northern Company agrees to pay the Pacific Company said amount within thirty (30) days from the date of completion of relaying said rail.

4. The Northern Company grants to the Pacific Company the right to continue the maintenance and use on the Northern Company's property of the tracks which the Pacific Company now owns between the points "B" and "D" and between the points "R" and "M" and the track and structures which the Pacific Company now owns within the semicircle lettered "S", all of said tracks and structures

being shown in black on said Exhibit A. Said tracks and structures shown in black shall be maintained by Pacific Company at its sole cost and expense.

5. The Pacific Company shall maintain the tracks and structures above described and shown in black on said Exhibit A, in such a manner as will not interfere with the tracks or structures of the Northern Company now situated on its right of way or hereafter to be constructed by the Northern Company thereon; and in case the Northern Company shall change the grade or location of its tracks upon said right of way, the Pacific Company at its own cost and expense shall change its said tracks and structures to conform to the grade and location of the tracks of the Northern Company.

6. The Northern Company grants to the Pacific Company the right, during the term herein provided, to run its locomotives and trains in charge of its own crews and employes, and in the transaction of its own freight and passenger business at said Adrian upon and over the tracks of the Northern Company between the points "C" and "N" and between the points "G" and "R" shown colored red on said Exhibit A.

The Northern Company further grants to the Pacific Company during the term herein provided, the right to use and enjoy in the transaction of its business the depot buildings and their appurtenances and the depot platform of the Northern Company at Adrian shown colored red on said Exhibit A.

The right hereby granted to use and enjoy said tracks and depot facilities shall be held and enjoyed jointly with the Northern Company and such other companies as may by the Northern Company, from time to time, be admitted to the use and enjoyment of said facilities.

7. The Northern Company shall prescribe all necessary rules and regulations governing the use of said tracks, yards and depot facilities by the Pacific Company, and the Pacific Company shall and will at all times conform to and obey such rules and regulations.

Removed 8 May 1931

8. The Northern Company shall, during the term hereof, cause its employes who handle and transact its ticket, baggage and freight business at Adrian to handle the ticket, baggage and freight business of the Pacific Company at said point, and the Northern Company shall, during said terms, employ such employes and agents for such purpose as it deems necessary.

100

9. The Pacific Company shall pay the Northern Company One Hundred Sixty Dollars (~~$160.00~~) per month for the use by the Pacific Company of the Northern Company's right of way as a site for the Pacific Company's track and structures shown in black within the semicircle lettered "J" and the tracks shown in black between the points "B" and "D" and "R" and "M" on said Exhibit A; for the use of the Northern Company's tracks and depot and platform shown in red on said Exhibit A; and for the Pacific Company's proportion of the payroll for handling its freight, baggage and ticket business at Adrian. Bills shall be rendered and payment made monthly.

10. The employes of the Northern Company at Adrian in the transaction of the ticket, freight and baggage business of the Pacific Company shall be deemed to be solely the employes of the said Pacific Company and said Pacific Company shall be solely liable for their negligence or misconduct, and the Northern Company shall in nowise be responsible to the Pacific Company for

the faithful performance by its said employes of the ticket, freight and baggage business of the Pacific Company, or for their faithful accounting to the Pacific Company for moneys collected in connection therewith.

11. The Northern Company shall be bound to use only reasonable and customary care, skill and diligence in maintaining and repairing the roadway, tracks, structures and appliances of which the Pacific Company is given the equal joint possession and use, and in the managing and operating of the same; and all employes of the Northern Company engaged in maintaining, repairing or operating the said tracks, or in giving orders for or directing the movement of engines, cars or trains or in performing any other service for the common benefit of the parties using the property, (including enginemen and trainmen of work trains engaged in maintaining, repairing or adding to the property, but not including enginemen or trainmen of any other trains) shall, for the purpose of this agreement, be regarded, while engaged in such work, as the joint employes of the parties using said properties.

12. The Pacific Company shall not, by reason of any defect in the property or by reason of the failure or neglect of the Northern Company to repair such defect, or by reason of the failure or neglect of any joint employe as herein defined, make against the Northern Company any claim or demand for loss, damage or injury arising from such defect, negligence or failure, but should the Northern Company fail to repair any defect within a reasonable time after being notified so to do by the Pacific Company, then the Pacific Company may make the necessary repairs at once, and the cost thereof shall be paid by the Northern Company.

13. Each party will assume, bear, settle and pay all loss, cost, damage or injury which its own property or property in its custody, or its passengers or employes, or the property jointly used, may suffer as a result of or in connection with the running of its engines, cars or trains upon or over any part of the property jointly used, no matter how such loss, damage or injury may occur; provided, however, that in case of collision between engines, cars or trains caused solely by the negligence of enginemen or trainmen or other sole employes of either party, or in case of any other accident so caused, the party whose sole employes are alone at fault shall be responsible for and pay the entire loss caused thereby; and provided further, that in case of collision or other accident caused by the fault of employes of both parties or of a joint employe or employes, each party hereto shall bear an equal share of all damage to the property jointly used.

Except as hereinbefore provided, each party from time to time using the property shall assume and pay all loss and damage which its engines, cars or trains may do to third persons or to property of third persons, and each party agrees to indemnify the other against all claims and demands for all loss and damage which it herein agrees itself to bear.

If any injury shall occur to third persons or to property of third persons by the operation of engines, cars or trains in such a way that it cannot be determined what company's engines, cars or trains caused the injury, the compensation, if any is made to the injured party, shall be borne equally by the parties hereto.

Neither party shall under any circumstances have

any cause of action against the other for loss or damage of any kind caused by or resulting from interruption or delay to its business.

In case a suit shall be commenced against either of the parties hereto for damages for which the other party is ultimately liable, the party sued may given notice of such suit to the other party and thereupon the latter shall assume the defense of the suit and save the party sued harmless therefrom.

The parties will settle as between themselves any claim for loss or damage according to the terms of this contract, notwithstanding any judgment or decree of a court or other tribunal in a proceeding brought by third parties.

14. In case any matter of difference or dispute shall arise under this contract, or in connection with anything to be done under or pursuant thereto, the same shall be submitted in writing to the arbitration of three competent and disinterested persons familiar with railroad operation. Such arbitrators shall be chosen, one by each of the parties hereto, and the third by the two so chosen. The arbitrators shall examine into the cause of dispute or difference and determine the same, and the decision of a majority of them shall be final and binding between the parties hereto upon the matter in dispute. If either of the parties hereto shall fail to appoint an arbitrator within thirty (30) days after written notice specifying the matter to be submitted to arbitration shall have been given by the other party hereto, the arbitrator appointed by the party not in default shall appoint an arbitrator for the defaulting party, and the two arbitrators so appointed shall select a third, and the three so chosen shall hear and decide the matter in dispute, and the decision of a majority of them shall be final and binding upon the parties. The matter in dispute shall be submitted within ninety (90) days after the arbitrators shall be appointed. The decision of the arbitrators shall be in writing and shall be made within ninety (90) days after the same is submitted to them. The submission of any matter to arbitration shall not interrupt the transaction of any business hereunder or suspend any payments herein provided for.

15. This agreement shall become effective upon the completion of the relaying by the Northern Company of the 90-pound rail in place of the Pacific Company's 56-pound rail as herein provided, and upon payment by the Northern Company to the Pacific Company of the said sum of Nine Thousand Five Hundred Sixty-one Dollars ($9,561.00), as provided for in Section 3 of this agreement; and this agreement shall be and remain in force thereafter until the same shall be terminated by either of the parties hereto by giving to the other party six (6) months' notice in writing of its intention to terminate the same, and after the expiration of six (6) months from and after notice in writing of the termination of this contract by either party to the other, this contract shall terminate and be at an end, and all rights of the Pacific Company hereunder shall terminate.

16. All the terms, covenants, conditions and agreements herein contained shall bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed the day and year first hereinabove written.

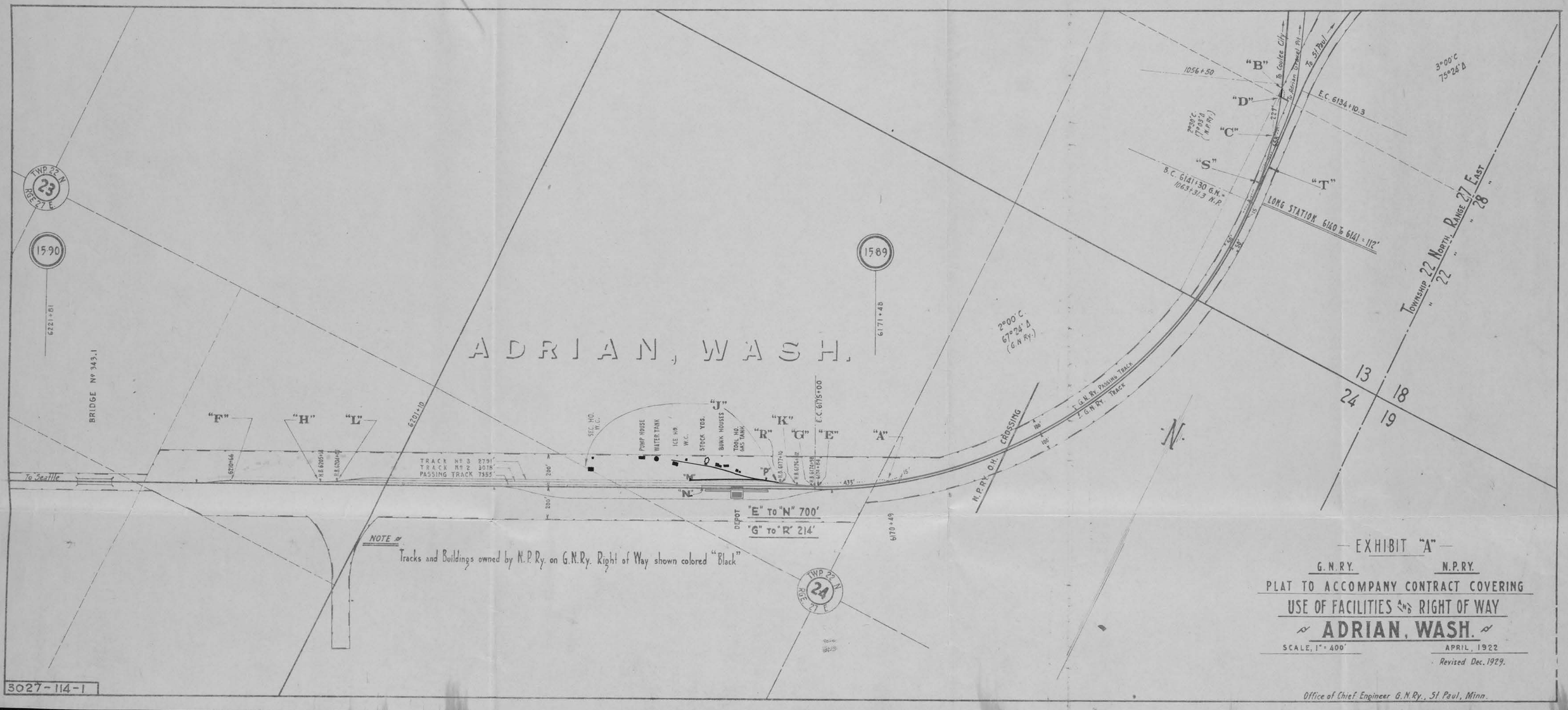
In the presence of:

J. A. Lengby

E. L. Ledding.

GREAT NORTHERN RAILWAY COMPANY
By G. R. Martin, Vice President.

NORTHERN PACIFIC RAILWAY COMPANY
By H. E. Stevens, Vice President



— EXHIBIT "A" —

G.N.RY. N.P.RY.

PLAT TO ACCOMPANY CONTRACT COVERING

USE OF FACILITIES AND RIGHT OF WAY

ADRIAN, WASH.

SCALE, 1" = 400' APRIL, 1922

Revised Dec. 1929.

Office of Chief Engineer G.N.Ry., St Paul, Minn.

3027-114-1

GREAT NORTHERN RAILWAY COMPANY

OFFICE OF THE CHIEF ENGINEER

4082

J. R. W. DAVIS,
CHIEF ENGINEER

ST. PAUL, MINN.

January 31, 1931.
File HSF-rs

Mr. Bernard Blum,
Chief Engineer,
Northern Pacific Ry Co.,
Saint Paul - Minn.

Dear Sir:

In reply to yours January 29th, am sending you under separate cover negative of the exhibit which accompanied the contract between the Great Northern and Northern Pacific covering use of facilities at Adrian, Washington, dated January 17, 1931, our file No. 3027-114-1.

Yours very truly,

J. R. W. Davis

Chief Engineer

Negative filed 1 #187-24 Rec. Sec. 1929

Jan. 29, 1931.

Mr. J. W. R. Davis,
Chief Engineer, GNRyCo.,
St. Paul, Minn.

Dear Sir:

Please furnish negative of exhibit accompanying contract dated January 17th, 1931, between Great Northern Railway Co. and Northern Pacific Railway Co., covering use of facilities at Adrian, Wash.

Yours truly,

KEG-w

Chief Engineer.

4082

St. Paul, Minn., Dec. 10, 1930

Mr. H. E. Stevens:

Your letter of the 6th about proposed contract with the Great Northern covering use of tracks and joint facilities at Adrian.

I have no objection to the revised draft as far as the engineering features are concerned and have initialed it, assuming that you are willing to accept the terms covering responsibility for actions of employees of the Great Northern while transacting our business, although we have nothing to say about these employees. This is an objection that I raised to the original contract and the same provisions are contained in this one.

LS:wp

enc.

Chief Engineer

4082

Saint Paul, December 6th,1930

MR. BERNARD BLUM:

Your letter of February 26th with reference to proposed contract with the GREAT NORTHERN covering use of tracks and joint facilities at ADRIAN:

I am attaching a revised draft of the agreement. Will you please check it and if satisfactory initial and return it.

H E Stevens

St. Paul, Minn., Feb. 26, 1930

4082

Mr. H. E. Stevens:

Your letter of the 20th enclosing contract prepared by the Great Northern to cover our use of certain of its facilities at Adrian, Washington.

There is an incorrect Exhibit designation in that point "P" should be point "R", referred to in paragraphs 4 and 10. This discrepancy has been noted by someone in pencil.

If we ever had any rights under the former agreement we apparently are expected to give them up under the proposed contract, although we are given the right to use certain facilities.

Paragraph 7 provides that the Northern Company shall provide, repair and renew its said tracks, etc., and all appurtenances thereof in such manner and to such extent as it will deem advisable.

Paragraph 9 provides that the Northern Company's employes will transact all business for the Pacific Company, and that the Northern Company will employ all of such employes and agents for such purposes as it deems necessary.

Paragraph 11 provides that the employes of the Northern Company in the transaction of the ticket, freight and baggage business for the Pacific Company shall be deemed to be solely the employes of the Pacific Company and the Pacific Company shall be solely liable for their negligence

or misconduct, etc.

I would suggest that we be given something to say about maintenance under Paragraph 7, although it may be said that if the property is maintained sufficiently well for operation by the Northern Company it should be satisfactory to us.

Under Paragraphs 9 and 11, I would think we should have some rights as to demanding discharge of employes not satisfactory to us, or some such provision inasmuch as we are to be solely responsible for the conduct of these employes while transacting our business.

I am returning contract uninitialed pending your decision as to the necessity of incorporating the changes I have suggested.

Chief Engineer

LS:wp

enc

40812

Saint Paul, February 20th, 1930

MR. BERNARD BLUM:

Attached is proposed contract drawn by the Great Northern to cover the changed conditions at ADRIAN due to that Company taking over the grade and cross ties in our tracks leading to the station.

If you see no objection to the agreement, will you please initial and return?

H E Harris

December 27, 1929

Mr. H. S. Freeman,
Office Engineer,
Great Northern Ry. Co.,
St. Paul, Minnesota.

Dear Sir:

I am attaching revised statement of quantities for Adrian trackage which you are to take over showing total of $9151.00, about $411.00 being deducted on account of former statement taking in more trackage than was intended.

Please substitute this and destroy the other.

Yours truly,

LS:wp

enc

4082

St. Paul, Minn., Dec. 26, 1929.

Mr. Lowry Smith,
Office Engineer.

As per your verbal request today the following deductions should be made in grading on account of only including those quantities which will be used in proposed passing track extension at Adrian, Washington.

Embankment, common borrow - 328 Cu.Yds. at	.23	=	$ 75.44
" hardpan " 364 "	.41	=	149.24
" loose rock " 37 "	.47	=	17.39
Train O.H. over 10,000 under 25,000 - 11737 C. Y. 1000'	.01	=	117.37
Total Account 3 -		=	$359.44

Engineering - 4% of $359.44	=	14.38
General Expenditures - 1½% of $373.82	=	5.61
Interest - 6% for 17 Months of $379.43	=	32.25
Total		$411.68

Yours truly,

A. J. Lunell.
Valuation Engineer.

Inventory of Portion of N.P. Ry. Tracks
Between I.C.C. Sta. 1108 plus 30 & 1072 plus 81.8
equals 3348.2 Track Feet as indicated in the 1917
Inventory

- - -

Account 3 - Grading

Embankment, common borrow	6030 c.y.	@ .23	$1386.90
Excavation, common	37 "	@ .23	8.51
Embankment, hard plan borrow	6435 "	@ .41	2638.35
" loose rock "	643 "	@ .47	302.21
Excavation, solid rock	12 "	@1.03	12.36
Train O.H. over 10000' under 25000'	207207 "	@ .01	2072.07
Protection of Roadway:			
Riprap, loose on slope, haul 42.5 mi.	350 cy	@1.35	472.50
" hand placed " "	612 "	1.23	753.00
Total			$7645.90

Account 6 - Bridges, Trestles & Culverts
Pipe & Timber Culverts:

24" Vit. Tile Pipe Sta. 1093 plus 08
28 lin. ft. @ 2.50 $ 70.00

ACCOUNT 8 - Ties

397 Pcs.	treated	@ .87 @ 50%	.435	173.00
397 "	treated	@ .87 @ 20%	.435	69.00
200 "	untreated	@ .40 @ 50%	.20	40.00
300 "	untreated	@ .40 @ 25%	.10	30.00
532 "	No value			
				$ 312.00

S U M M A R Y

Grading	$7646.00
Bridges, Trestles & Culverts	70.00
Ties	312.00
Total	$8028.00
Engineering 4%	321.00
General Expense 1½%	120.00
Interest @ 6% 17 months	682.00
Total	$9151.00

Inventory of Portion of N.P. Ry. Tracks
Between I.C.C. Sta. 1108 plus 30 & 1072 plus 81.8
equals 3348.2 Track Feet as indicated in the 1917
Inventory

- - -

Account 3 - Grading

Embankment, common borrow	6030 c.y.	@ .23	$1386.90
Excavation, common	37 "	@ .23	8.51
Embankment, hard plan borrow	6435 "	@ .41	2638.35
" loose rock "	643 "	@ .47	302.21
Excavation, solid rock	12 "	@1.03	12.36
Train O.H. over 10000' under 25000'	207207 "	@ .01	2072.07

Protection of Roadway:

Riprap, loose on slope, haul 42.5 mi.	350 cy	@1.35	472.50
" hand placed " "	612 "	1.23	753.00
Total			$7645.90

Account 6 - Bridges, Trestles & Culverts
Pipe & Timber Culverts:

24" Vit. Tile Pipe Sta. 1093 plus 08
28 lin. ft. @ 2.50 $ 70.00

ACCOUNT 8 - Ties

397 Pcs.	treated	@ .87 @ 50%	173.00
397 "	treated	@ .87 @ 20%	69.00
200 "	untreated	@ .40 @ 50%	40.00
300 "	untreated	@ .40 @ 25%	30.00
532 "	No value		-
			$ 312.00

SUMMARY

Grading	$7646.00
Bridges, Trestles & Culverts	70.00
Ties	312.00
Total	$8028.00
Engineering 4%	321.00
General Expense 1½%	120.00
Interest @ 6% 17 months	682.00
Total	$9151.00

I

4082

December 16th, 1929

Mr. H. S. Freeman,
Office Engineer,
Great Northern Ry. Co.,
St. Paul, Minnesota.

Dear Sir:

Referring to the attached papers about trackage at Adrian.

I have had the quantities checked and find that although the train haul may appear excessive it actually took place and we were allowed the figure contained in the inventory. There was a difference in the riprap, and that quantity has been corrected. Interest is on the basis that we have been accustomed to setting up for similar charges, being the amount allowed on the I.C.C. appraisal.

This is as far as I can go as it is in line with former transactions of this character.

Yours truly,

LS:wp

enc

4082

Dec. 3rd, 1929

Mr. J. R. W. Davis,
Chief Engineer,
Great Northern Ry. Co.,
St. Paul, Minn.,

Dear Sir:

As requested in your letter of October 31st, File HSF-rs, I am attaching statement of cost of Accounts 3, 6 and 8, covering trackage at Adrian built by us on your right of way which you are to take over.

You will note that Account 8 - Ties, is made up on the basis of the usable life remaining as we estimate. All other quantities and prices are made up on the basis of the I. C. C. inventory of 1917.

Yours truly,

LS:wp

enc
cc: H.E.Stevens

Inventory of Portion of N. P. Ry. Tracks
Between I.C.C. Sta. 1106 plus 30 & 1072 plus 81.8
equals 3348.2 Track Feet as indicated in the 1917
Inventory

- - -

Account 3 - Grading

Embankment, common borrow	~~6358~~ 6030	c. y.	@ .23	$1462.34	1386.90
Excavation, common	37	"	@ .23	8.51	8.51
Embankment, hard pan borrow	6799 6435	"	@ .41	2787.59	2638.35
" loose rock "	680 643	"	@ .47	319.60	302.21
Excavation, solid rock	12	"	@1.03	12.36	12.36
Train O.H. over 10000'	207207				
under 25000'	~~218944~~	"	@ .01	2189.44	2072.07

Protection of Roadway:

Riprap, loose on slope, haul 42.5 mi.	350	cy	@1.35	472.50	472.50
" hand placed " "	612	"	1.23	753.00	753.00
Total				$8005.34	7645.90

Account 6 - Bridges, Trestles & Culverts
Pipe & Timber Culverts:

24" Vit. Tile Pipe Sta. 1093 plus 08
28 lin. ft. @ 2.50 $ 70.00

Account 8 - Ties

397 Pos.	treated	@ .87 @ 50%	173.00
397 "	"	@ .87 @ 20%	69.00
200 "	untreated	@ .40 @ 50%	40.00
300 "	"	@ .40 @ 25%	30.00
532 "	No value		-
			$ 312.00

S U M M A R Y

Grading	$8005.00	7646.90
Bridges, Trestles & Culverts	70.00	70.00
Ties	312.00	312
Total	$8387.00	8028
Engineering 4%	335.00	321
General Expense 1½%	126.00	120
Interest @ 6% 17 months	713.00	682
Total	$9561.00	9151

Inventory of Portion of N. P. Ry. Tracks
Between I.C.C. Sta. 1106 plus 30 & 1072 plus 81.8
equals 3348.2 Track Feet as indicated in the 1917
Inventory

- -

Account 3 - Grading

Embankment, common borrow	6358	cu.yds	@ .23	$1462.34	
Excavation, common	37	"	@ .23	8.51	
Embankment, hard pan borrow	6799	"	@ .41	2787.59	4577
" loose rock "	680	"	@ .47	319.60	
Excavation, solid rock	12	"	@1.03	12.36	
Train O.H. over 10000' under 25000'	218944	"	@ .01	2189.44	145.00

Protection of Roadway:

Riprap on slope loose, haul 42.5 mi	350 c.y.	@1.35	472.50	
" Hand placed on slope haul	612 c.y.	@1.23	753.50	1/4
~~36.4 miles~~	~~975 c.y.~~	~~@ 2.00~~	~~1950.00~~	
Total			~~$8202.34~~	8005.34

Account 6 - Bridges, Trestles & Culverts
Pipe & Timber Culverts:

24" Vit. Tile Pipe Sta. 1093 plus 08 28 lin. ft. @ 2.50	$ 70.00

Account 8 - Ties

397 Pcs.	treated	@ .87	@ 50%	173.00
397 "	"	@ .87	@ 20%	69.00
200 "	untreated	@ .40	@ 50%	40.00
300 "	"	@ .40	@ 25%	30.00
532 "	No value			-
			Total	$ 312.00

Void

1 per cent per mile

SUMMARY

Grading	~~$8202.00~~	8005
Bridges, Trestles & Culverts	70.00	70
Ties	312.00	312
Total	~~9584.00~~	8387
Engineering 4%	~~383.00~~	335
General Expense 1½%	~~148.00~~	126
Interest @ 6% 17 months	~~858.00~~	713
		275.00
Total	~~$10973.00~~	$9561.

N.P. 7472B
9-24

NORTHERN PACIFIC RAILWAY COMPANY

VALUATION DEPARTMENT

VAL. SEC. Wash. 12 LOCATION Adrian A. F. E.

TITLE OF WORK

STATEMENT OF ~~RETIREMENT~~ Quantities FROM

THE I. C. C. APPRAISAL AS OF JUNE 30, 1917, AS REVISED AUGUST 1, 1926

CHARACTER OF PROPERTY AND DESCRIPTION	UNIT	NO. OF UNITS	I.C.C. REPROD. COST NEW PER UNIT	I.C.C. REPROD. COST NEW TOTAL	TOTALS PER ACCOUNT
			$	$	$
Inventory of Portion of N.P. Ry.					
Track between I.C.C. Sta. 1106+30 & 1072+81.8			= 3348.2' Tr.Ft.		
as Included in the 1917 inventory					
Acc't. 3- Grading					
Embankment, Common, Borrow	Cu. yd.	6358	0.23	1462.34	
Excavation, Common	" "	37	0.23	8.51	
Embankment, Hardpan, Borrow	" "	6799	0.41	2787.59	
" Loose Rock, "	" "	680	0.47	319.60	
Excavation Solid "	" "	12	1.03	12.36	
Train O.H. over 10000' under 25000'	C.Y. 1000'	218944	0.01	2189.44	
Protection of Roadway					
Riprap, Loose on Slope, Haul 42.5 Miles	Cu. yd.	350	1.35	472.50	7252.34
~~Hand placed on " " 36.4 "~~	~~" "~~	~~975~~	~~2.00~~	~~1950.00~~	~~9202.34~~
Placed under A.F.E. 167-17					
612 cu yds hand placed Rip Rap					753.31
Acc't. 6- Bridges, Trestles & Culverts					
Pipe & Timber Culverts					
24" Vit. Tile pipe Sta. 1093+08	Lin. ft.	28	2.50	70.00	70.00
Acc't. 8- Ties Main Tracks					
Cross ties, fir	Each	979	0.40	391.60	
" " Tam	"	418	0.40	167.20	
" " Cedar	"	57	0.40	22.80	
" " Treated	"	340	0.87	295.80	877.40
		1794			
Acc't. 9- Rail Main Tracks					
Relay 66# Bessemer rail 66964 Lin ft.	Gr. Ton	65.968	29.50	1940.16	1940.16
Contd on next page.					

3-¼" R. H. 8-½" C. TO C. OUTSIDE HOLES

Substitute #3

N.P. 7472 D
9-24

VAL. SEC. Wash 12 LOCATION Adrian A. F. E.

STATEMENT OF RETIREMENT FROM THE I. C. C. APPRAISAL
AS OF JUNE 30, 1917, AS REVISED AUGUST 1, 1926—CONTINUED

CHARACTER OF PROPERTY AND DESCRIPTION	UNIT	NO. OF UNITS	I.C.C. REPROD. COST NEW PER UNIT	I.C.C. REPROD. COST NEW TOTAL	TOTALS PER ACCOUNT
			$	$	$
Acc't. 10- O.T. Mat'l Main Tracks					
Joints, Relay 66# Ang. Bars. 234 pr. @ 34.72#	Cwt.	81.24	1.30	105.61	
Track Bolts 3/4" x 3 3/8" H.G. 925 pcs @ 0.77#	"	7.12	2.63	18.73	
" Spikes 9/16" x 5 1/2" 7391 " @ 0.555#	"	41.02	2.13	87.37	
Tie plates 6"x8" Sellars. 114 " @ 6.93#	"	7.90	2.08	16.43	
" " 6"x8" 66# 386 " @ 6.37#	"	24.59	2.08	51.15	
Rail Braces P.M.Co 66# 481 " @ 3.60#	"	17.32	3.30	57.16	
Rail Rack	Each	1	1.00	1.00	337.45
Acc't. 11 Ballast Main Tracks					
Gravel ballast from M.P. 17.18 Av. haul 9 Miles	Cu.yd.	1662	0.31	515.22	515.22
Acc't. 12- T. L. + Surf. Main Tracks					
Trk laying + Initial Surf. 90# rail 33482'	Mile	0.634	1000.00	634.00	
Placing Gravel Ballast All Tracks	Cu.yd.	1662	0.23	382.26	
Placing Tie plates	Each	500	0.0125	6.25	
" Rail Braces	"	481	0.02	9.62	1032.13
Acc't. 15- Crossings + Signs					
Signs					
Station 1 Mile #3	Each	1	2.75	2.75	
Whistle sign std	"	1	2.00	2.00	
Cobble Paving	Cu.yd.	1	2.10	2.10	6.85

ACCT. 1 — ENGINEERING 4 % OF $ ~~13981.55~~ 12031.55 — 481.26 ~~559.26~~

ACCT. 71 TO 75 & 77 — GENERAL EXPENDITURES, 1½ % OF $ ~~14540.81~~ 12512.81 — 187.69 ~~218.11~~

ACCT. 76 — INTEREST DURING CONSTRUCTION, 6% FOR 17 MONTHS OF $ ~~14758.92~~ 12700.50 — 1079.54 ~~1254.51~~

TOTAL RETIREMENT $ ~~16013.43~~ 13780.04

H.A.S. 11/26/29

A. C. TERRELL, VALUATION ENGINEER

ST. PAUL, MINNESOTA Nov. 26 - 1929 PER H.a.

3-14" R. H. 8-12" C. TO C. OUTSIDE HOLES

#3

Acct # 8 Ties

397 pcs Treated @ $.87 @ 50%		173.
397 " " @ .87 @ 20%		69
200 " Untreated @ .40 @ 50%		40
300 " " @ .40 @ 25%		30
1294		
532 pcs no value -		0
		$312

Summary —	Grading	$ 9202.
	Bridges Trestles Culverts	70.
	Ties	312. —
		9584
	Engineering 4%	383
	General Expense 1½%	148
	Interest @ 6% 17 months	858
	Total —	$10973

St. Paul, Nov. 29, 1929.

Mr. Bernard Blum,
Chief Engineer.

Replying to your letter of November 23rd, 1929, in reference to certain piece of track at Adrian, Washington to be taken over by the Great Northern Railway.

I hand you herewith pencil statement showing the quantities and amounts allowed us by the Interstate Commerce Commission in their appraisal of June 30th, 1917, between points "A" and "C" as noted on sketch.

We were unable to find any additions and betterments that would affect this work except that some tie plate AFEs were approved for this territory, but which we were unable to allocate to this track. Therefore, there might be a few more tie plates than the I. C. C. allowed us.

You will note some difference between this inventory and the inventory prepared by the Great Northern and that of Mr. Stotler. The I. C. C. allowed us 28' of 24" vitrified tile pipe, while both the Great Northern inventory and Mr. Stotler's show 16 feet. 16 feet is probably all we placed as the Great Northern was constructed before we reached that point. The I. C. C. divides the pipe at the center between two tracks and we find that the total length of the culvert at the time the Northern Pacific constructed their line was 57.8 feet and half of that would be 28.9 feet, which checks closely with what the I. C. C. allowed us as one half of the culvert. There are also other differences due probably to maintenance work which has not been reported.

The I. C. C. prices are not sufficient to cover cost of doing the work today, but probably approximately equal the original cost.

A. T. Lovell.
Valuation Engineer

ACT:FJ
enc.
File returned

4082

St. Paul, Minn., Nov. 23, 1929

Mr. A. C. Terrell:

Attached is file about Northern Pacific track at Adrian to be taken over by the Great Northern.

Please furnish the information requested by Mr. Davis of the Great Northern, in his letter of October 31st, among the papers. I think you will find all the information that you require, outside of your own records, for working up the data in the statement accompanying Mr. Stotler's letter of the 19th.

Chief Engineer

LS:wp

enc

Seattle, Wash.,
November 19, 1929

Mr. Bernard Blum,
Chief Engineer,
St.Paul, Minn.

Re: Adrian - Inventory of material in
N.P. Ry tracks, occupying G.N. Ry R/W

Referring to your letter of October 11, relative to furnishing an inventory of material in Northern Pacific Ry tracks, occupying Great Northern Ry right-of-way at Adrian, under agreement dated October 26, 1928, a field inventory has been made within points "A" and "C", which corresponds with the limits defined in the contract. The Great Northern Ry intends to relay only that portion between "A" and "C", and to place a new turnout along the easterly (north geographically) end for a track to the gravel pit, removing an existing turnout to the gravel pit now in their main track.

This inventory does not include the very indeterminate piece of track referred to as "B" to "D" in the contract exhibit.

In arriving at the grading quantities, the original ground line had to be assumed.

A copy of Great Northern inventory is also attached, which refers only to items of grading, riprap, culvert and ties. It is understood theirs was a superficial check. It is understood that the Great Northern propose to remove the steel and track fastenings, turn same over to the Northern Pacific Ry, and take over for their use the items of grading, culvert and re-usable ties.

The Great Northern does not propose to make any changes in the two spurs, nor other Northern Pacific Ry facilities opposite the Great Northern yard tracks, and these have not been inventoried.

A sketch is attached showing the limits of the inventory, ~~also~~ two copies of inventories referred to.

422-104
11-14-29

A. F. Stoller

MJW-K

ADRIAN

PASCO DIVISION. ADRIAN BRANCH

INVENTORY OF THAT PORTION OF N. P. RY. TRACK ON G. N. RIGHT OF WAY LYING BETWEEN POINTS "A" & "C" (6170+49 to 1072+80.8) AS PER SKETCH DATED NOVEMBER 14, 1929.

GRADING

12,700 Cu. Yds. embankment
665 " " hand placed riprap

BRIDHES, TRESTLES & CULVERTS.

16 Lin. Ft. 24" V.T.P.

TIES

397 Pcs. treated cross ties; Avg. remaining life of 8 years
397 " " " " " " " 3 "
200 " untreated " " " " " " 4 "
300 " " " " " " " 2 "
63 " treated " " No value
469 " untreated " " " "
1,826 " Total number of cross ties

The following material to be removed by G. N. Ry. and turned back to N. P. RY.

RAIL

6696.4 Lin. Ft. 3/66# Rail, 65.76 GT

OTHER TRACK MATERIAL

235 Pcs. Angle bars 66# SH
245 " Rail braces 66# P.M. Co. SH
230 " Tie plates 66# 2-hole 6x8 SH
239 " " " " 3-hole 6x8 SH
1099 " " " " 4-hole 6x8 SH
Scrap.
440 Pcs. track bolts 66# (23/32"x3-3/8")
4020 " 5½" Track spikes
4019 " 6" " "

Office of District Engineer,
Spokane, Wash., Nov. 18, 1929.

ADRIAN

PASCO DIVISION. ADRIAN BRANCH

INVENTORY OF THAT PORTION OF N. P. RY. TRACK ON G. N. RIGHT OF WAY LYING BETWEEN POINTS "A" & "C" (6170+49 to 1072+80.8) AS PER SKETCH DATED NOVEMBER 14, 1929.

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4020 " 5½" Track spikes
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Office of District Engineer,
Spokane, Wash., Nov. 18, 1929.

STATEMENT OF G. N. ESTIMATE OF QUANTITIES IN N. P. TRACK AT ADRIAN, WHICH THE G. N. RY. PROPOSE TO ACQUIRE.

GRADING

16,850 Cu. Yds. of embankment

245 " " " hand placed riprap.

BRIDGES, TRESTLES & CULVERTS

16 Lin. Ft. of 24" V.T.P.

TIES

1,113 Pcs. cross ties, untreated

434 " " " treated

290 " " " no value

1,837 " Total.

Office of Dist. Engineer,
Spokane, Wash. Nov. 18, 1929.

STATEMENT OF G. N. ESTIMATE OF QUANTITIES IN N. P. TRACK AT ADRIAN, WHICH THE G. N. RY. PROPOSE TO ACQUIRE.

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434 " " " treated

290 " " " no value

1,837 " Total.

Office of Dist. Engineer,
Spokane, Wash. Nov. 18, 1929.

St. Paul, Minn., Nov. 18, 1929.

Mr. A. F. Stotler:

I will be glad to have your reply to my letter of October 11th in regard to inventory of track material, etc., at Adrian, Wash.

REG-w

Chief Engineer.

GREAT NORTHERN RAILWAY COMPANY

OFFICE OF THE CHIEF ENGINEER

J. R. W. DAVIS,
CHIEF ENGINEER

ST. PAUL, MINN.

October 31, 1929.
File HSF-rs

Mr. Bernard Blum,
Chief Engineer,
Northern Pacific Ry Co.,
Saint Paul - Minn.

Dear Sir:

Please be referred to Mr. Stevens' letter of October 7th to Mr. Jenks, in regard to this company using a portion of the Northern Pacific grade at Adrian in order to extend its passing track easterly.

Will you kindly let me have a detailed estimate of the cost of that part of your roadbed which we will use for this passing track extension, also include the present value of any of the ties that are useable for passing track purposes.

With this information we can probably arrive at a rental figure to be used in the proposed contract.

Yours very truly,

J. R. W. Davis

Chief Engineer

4082

St. Paul, Minn., Oct. 11, 1929

Mr. A. F. Stotler:

The Great Northern has cancelled our contract at Adrian, Wash., under which we occupy a portion of its right of way with a track giving access to the depot and station grounds. It is their intention to take over the track and rehabilitate it, turning back to us such salvage as we may decide upon for credit. We will then enter into a contract on a rental basis for the use of the new facilities.

Please have inventory made of the track material in our track with an estimate of the number of serviceable ties that can be salvaged.

Chief Engineer

LS:wp

4082

St. Paul, Minnesota, October 10, 1929.

Mr. Lowry Smith,
Office Engineer.

Referring to your letter of October 9, 1929 relative to our records on Grading Quantities for that portion of the Nor. Pac. Ry. Co's Tracks which lie upon the Right of Way of the G.N. Road at Adrian, Washington.

Our records will show the grading for these tracks as allowed by the I.C.C. in its Engineering Report. Any Grading done since date of Inventory will appear on the Completion Report covering that improvement.

Yours truly,

A. C. Jenell WHF

Valuation Engineer.

WHF-d

4082

St. Paul, Minn., Oct. 9, 1929

Mr. A. C. Terrell:

The Great Northern has cancelled contract under which we occupy a portion of its right of way at Adrian, Wash. It intends to take over the track owned by us and rehabilitate it, and we will pay for the use of its property on new contract basis.

When this is done it will be necessary that we make some ownership adjustments and I will ask Mr. Stotler to furnish a check of the track material. I am wondering if you have information in your records as to the grading involved or if this should also be obtained from the field.

LS:wp

Office Engineer

4082

October 7, 1929.

Dear Sir -

Referring to your letter of September 26th and to discussion between Mr. Kerr and Mr. Johnson the following day with reference to track changes which your company is about to make at Adrian.

We are agreeable to your proposal that crossover be moved from Station 6173 to Station 6140 and that we abandon our track, you to take up rail, load same on Northern Pacific cars at Adrain subject to our disposition. Possibly you would care to buy and use some of the old ties. We will pay you for the labor which you use taking up and loading this rail.

We are then agreeable to taking trackage rights on your extended passing track from Station 6170 plus 49 to Station 6140 (approximately) and are furthermore agreeable to paying you for the use of this piece of your passing track a lump sum per month, arrived at from the following formula.

Our Chief Engineers will agree on valuation of Northern Pacific grade plus such old Northern Pacific ties as you may use and of piece of side track on which we propose to take trackage after work has been finished. We will then pay an interest proportion on this, less valuation of the Northern Pacific grade on which you will place your side track extension. To this rental will be added estimated cost of maintenance, this figure divided by twelve to be the monthly charge for use of this siding extension.

My understanding is that our $100 per month rental figure includes interest on right of way which we occupy from point we enter your right of way to Station 6170 plus 49. This being the case, there will be no rental for us to pay on right of way when we commence using your side track extension.

I am sending copy of this letter to our Chief Engineer so he will understand situation when it comes time to figure out valuation referred to above.

Yours very truly,

Mr. C. O. Jenks,
Vice President, G. N. Ry.,
St. Paul, Minn.

Copy Mr. B. Blum - This refers to yours of October 4th.

H. E. STEVENS

4082

Nov. 5, 1929

Mr. J. R. W. Davis,
Chief Engineer,
Great Northern Ry. Co.,
St. Paul, Minnesota.

Dear Sir:

Your letter of October 31st, File HSF-rs, about track at Adrian owned by us which you are to take over.

I have requested information that you want and will furnish it as soon as received.

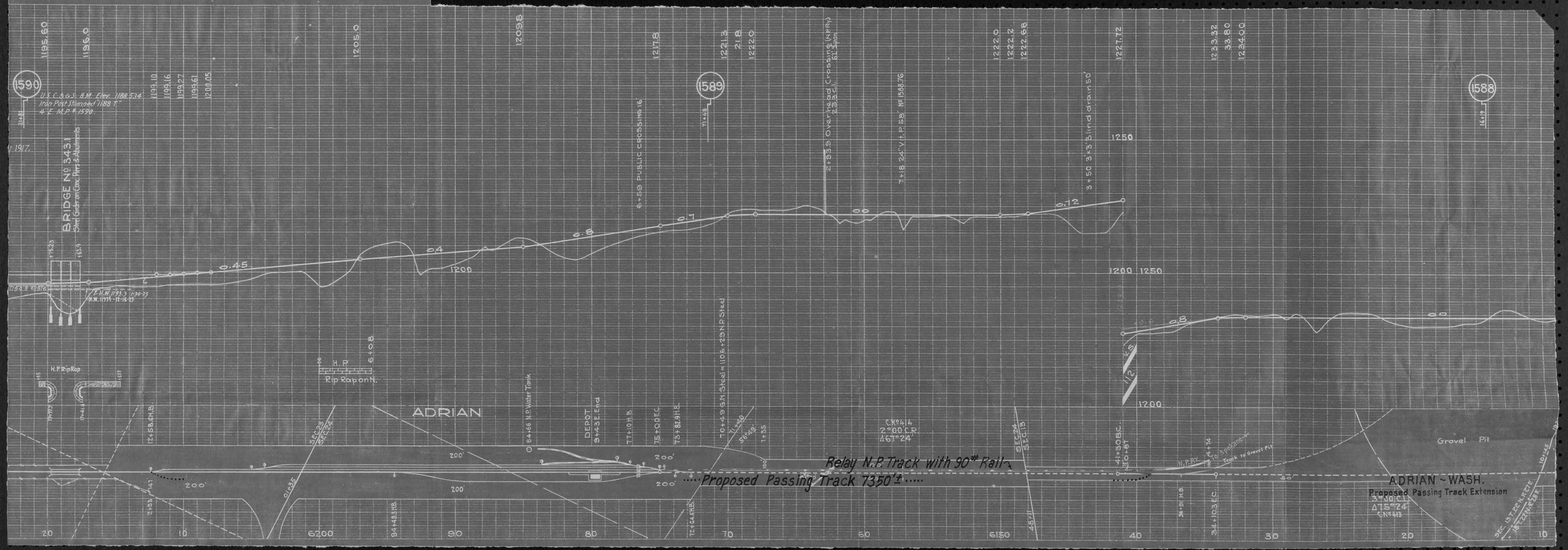
Yours truly,

LS:wp

cc: A.F.Stotler

Attached is copy of Mr. Davis' letter

L.S.


ADRIAN ~ WASH.
Proposed Passing Track Extension
Relay N.P. Track with 90# Rail
Proposed Passing Track 7350'±
ADRIAN
Gravel Pit
BRIDGE No 343.1
Steel Girder on Conc. Pier & Abutments
U.S.C.&G.S. B.M. Elev. 1188.534
Iron Post Stamped 1188 T
4 E. N.P. # 1590
6+59 PUBLIC CROSSING 16'
2+93.5 Overhead Crossing (N.P.R.)
7+18.24" V.I.P. 58' No 1588.76
3+50 3'x3' Blind drain 50'
DEPOT
94+35 E. End
84+66 N.P. Water Tank
H.P. Rip Rap on ft.
H.P. Rip Rap
Track to Gravel Pit
Relay N.P. Track
Δ 75°24'
CN No 4
2°00' C.R.
46°24'
1590
1589
1588
1195.60
1196.0
1205.0
1209.8
1217.8
1221.3
1222.0
1222.7
1222.66
1227.72
1233.32
1234.00
1250
1200
0.45
0.4
0.8
0.7
0.6
0.72
0.0
200'
6200
6150
90
80
70
60
40
30
20
10

4082

St. Paul, Minn., Oct. 4, 1929

Mr. H. E. Stevens:

Your letter of the 1st about Great Northern cancelling contract permitting us to occupy a portion of its right of way at Adrian, Wash.

The approximate cost to the Great Northern for rehabilitating the track between the stations in question would be about $11,000. The maintenance per year would be probably $450. The cost of moving the crossover would be about $350. There would be a salvage to our account, from our track which we will have to give up, amounting to about $1200.

These figures are only approximate, and I presume that this cancellation will require considerable adjustment due to the Great Northern taking over the track and grading that we now occupy and for which we should receive commensurate credit. Rental charge would then be set up, I suppose, based on the value of the Great Northern facilities that we would make use of.

LS:wp

Chief Engineer

4082

Saint Paul, October 1st, 1929

MR. BERNARD BLUM:

The Great Northern has served notice of cancellation of contract dated November 25, 1922, covering use of facilities and right of way at Adrian, Washington.

The Great Northern proposes to relay our present 56-lb steel between stations 6139 plus 60 and 6170 plus 19, and moving the crossover from station 6173 to station 6140.

with what weight & Class?

90#

I should like to have an estimate of what the total cost to the Great Northern will be for carrying out this work, in order that we may arrive at a conclusion as to the rental which we would be required to pay on the value of the Great Northern facilities thus established; also, of what the approximate maintenance charge will be annually.

Will you please let me have this information as soon as possible?

Relay-

H E Stevens

L. S.

Pls advise B.B.

10/1

If - Relad with 90 cl	$ 10988
Salvage - Cartridges	1200
	9788
Cost of removing Kover	350
Maint	$ 450

N. P. 1344 5-25

Adrian

Relay - 3071 Lin ft 56# Track -

Rail 90# 1st 82.3 Tons @ $45	3703
Angle Bars 187 Prs @ 2.13	398
Track bolts 748 @ 9.1¢	68
Tie Plates - 3071 @ 21¢	645
Track Spikes - 20 Kegs @ 6.00	121
Nut Locks 748 @ 4.5¢	34
	4969
Freight -	240
	$5209
O.E. Relaying 3071 lin ft track @ 35¢	1075
Reproduction Cost 3071 lin ft @ 45¢	1382
Salvage - MOS -	600

ATB -	OE -	MOS	Reproduction
5209 -	1075	600	2600 -
2600	2600		
2609 -	3675 -		
	600		
2609 -	3075 -	600	

If 2nd Class Rail used -

Basis of new Track - .58 mile @ 10573 =	$6132
Lin @ 30¢ per ft	121
	$7053
Freight	865
	7918
Ties	2970
Freight -	100
	$10988

ATB -	OE -	Salvage
5209 -	1075	600
1075		
Maint	$450	

If 2nd Class Rail used Deduct $1650

Moving Xing $350

Doc. 12635

408

Saint Paul, Minnesota,

November 22, 1926.

Mr. F. E. Williamson, Vice president
Mr. Geo. T. Reid, Vice president & Western Counsel, Seattle
Mr. F. W. Sweney, Comptroller
Mr. J. L. Watson, Right of Way Commissioner
Mr. V. E. Williams, Western Right of Way Agent, Seattle
Mr. M. T. Sanders, Tax Commissioner
Mr. C. A. Murray, Western Tax Attorney & Commissioner, Seattle
Mr. J. G. Woodworth, Vice president
Mr. L. R. Capron, Freight Traffic Manager
Mr. W. E. Coman, Western Traffic Manager, Seattle
Mr. A. B. Smith, Passenger Traffic Manager
Mr. A. V. Brown, General Manager, Seattle
Mr. J. E. Craver, General Superintendent, Seattle
Mr. James Shannon, Superintendent, Spokane
Mr. H. E. Stevens, Chief Engineer (2)
Mr. A. R. Cook, Ass't Chf. Engr. & Engr. Mtnce. of Way, Seattle
Mr. C. I. Hayward, District Engineer, Spokane
Mr. E. R. Wales, Western Auditor and Paymaster, Seattle

Referring to agreement dated November 25, 1922, with Great Northern Railway Company, covering use of facilities and right of way at Adrian, Washington:

Herewith copy of supplement dated October 26, 1926, effective July 1, 1925, covering use of property at Adrian.

Please acknowledge receipt on the enclosed form.

Recorded on station plat of Adrian 11-30-26 PS

R. H. Relf,

Assistant Secretary.

Encl.
f

AGREEMENT, made this 26th day of October, 1926, between GREAT NORTHERN RAILWAY COMPANY, a corporation of the State of Minnesota, hereinafter called the "Northern Company", and the NORTHERN PACIFIC RAILWAY COMPANY, a corporation of the State of Wisconsin, hereinafter called the "Pacific Company",

WITNESSETH:

By agreement made November 25, 1922, the Northern Company granted to the pacific Company the right to construct and maintain a single track upon and over the right of way of the Northern Company at Adrian, in the County of Grant, State of Washington, and also the right to use depot facilities of the Northern Company at Adrian and certain tracks of the Northern Company within its yard limits and also the right to construct and maintain upon the right of way of the Northern Company certain tracks and structures.

HES
CSC
FWS
JS
AVB
BWS
FEW

The pacific Company has heretofore on June 27, 1925, discontinued the use of certain of the tracks and structures which were the subject of said agreement of November 25, 1922.

The parties hereto desire to amend the said contract of November 25, 1922, because of such discontinuance of use by the Pacific Company.

NOW THEREFORE, in consideration of the premises the parties agree that the said contract of November 25, 1922, shall be altered and amended in the following respects:

1. Section 2 of said contract is hereby stricken out and the pacific Company agrees that it will promptly remove (if not already removed) from the right of way of the Northern Company all facilities constructed by the pacific Company under the terms of the said contract of November 25, 1922, except the single main track shown in solid black upon Exhibit A hereto attached between the letters "B" and "D" and "C" and "A", and the trackage and structures shown in solid black within the semi-circle lettered "J". Particularly the Pacific Company agrees to remove all property constructed by it shown in yellow lying in a semi-circle lettered "J" on Exhibit A. The Northern Company confirms the grant heretofore made to the Pacific Company to construct and maintain on the right of way of the Northern Company the tracks and structures shown colored in solid black within the semi-circle lettered "J". The Northern Company grants to the Pacific Company the right to construct and maintain at the sole expense of the pacific Company the track shown in broken black line between the letters "P" and "M".

2. Section 4 of said contract of November 25, 1922, is amended to read as follows:

The Northern Company grants to the pacific Company the right, during the term herein provided, to run its locomotives and trains in charge of its own crews and employes, and in the transaction of its own freight and passenger business at said Adrian upon and over the following tracks of the Northern Company, shown colored red on Exhibit A hereto attached and made a part of this amendatory agreement; connecting track between points "E" and "A", the track between "E" and "N" and the track between "G" and "R". The Northern Company further grants to the Pacific Company the right, during the term herein provided, to use and enjoy in the transaction of its business the depot buildings and its appurtenances of the Northern Company at Adrian shown colored red on Exhibit A. The right hereby granted to use and enjoy said tracks and depot facilities shall be held and enjoyed jointly with the Northern Company and such other companies as may by the

Northern Company from time to time be admitted to the use and enjoyment of said facilities.

3. Section 8 of said agreement of November 25, 1922, is amended to read as follows:

The Pacific Company shall at its own expense maintain the trackage and facilities shown colored black between the letters "B" and "D" and "C" and "A", and within the semi-circle lettered "J" and between the letters "P" and "M". The Northern Company shall perform the maintenance of the balance of the facilities which are the subject of this agreement and the right to the use of which is herein granted to the pacific Company.

The pacific Company shall pay a fixed rental of One Hundred Dollars ($100) per month for the use of the right of way of the Northern Company by the pacific Company for its single track of railway upon the right of way of the Northern Company between the letters "B" and "D" and "C" and "A", and for the use of of the right of way of the Northern Company as the site of the facilities shown in black within the semi-circle lettered "J" and shown in dotted black lines between the letters "P" and "M"; and for the share of the cost of the maintenance to be borne by the pacific Company of the balance of the facilities which are the subject of this agreement, the use of which is herein granted by the Northern Company to the pacific Company; and for the share of the pacific Company of the station payroll at the station of Adrian as its proportion of the cost of handling freight, baggage and ticket business thereat. It is the intention of the parties that the said sum of $100 per month to be paid by the pacific Company to the Northern Company shall be in full payment for the rights of use of the property of the Northern Company, the use of which is herein granted to the Pacific Company, with the exception of the cost of the maintenance of those certain facilities, the maintenance of which is to be performed by the Pacific Company at its own expense.

4. This agreement shall be effective as of date of July 1, 1925.

5. Except as herein specifically amended by the terms of this agreement the said contract of November 25, 1922, shall remain in full force and effect for the full term as set out in said contract of November 25, 1922.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed the day and year first hereinabove written.

In presence of:

I. H. M. Johnson

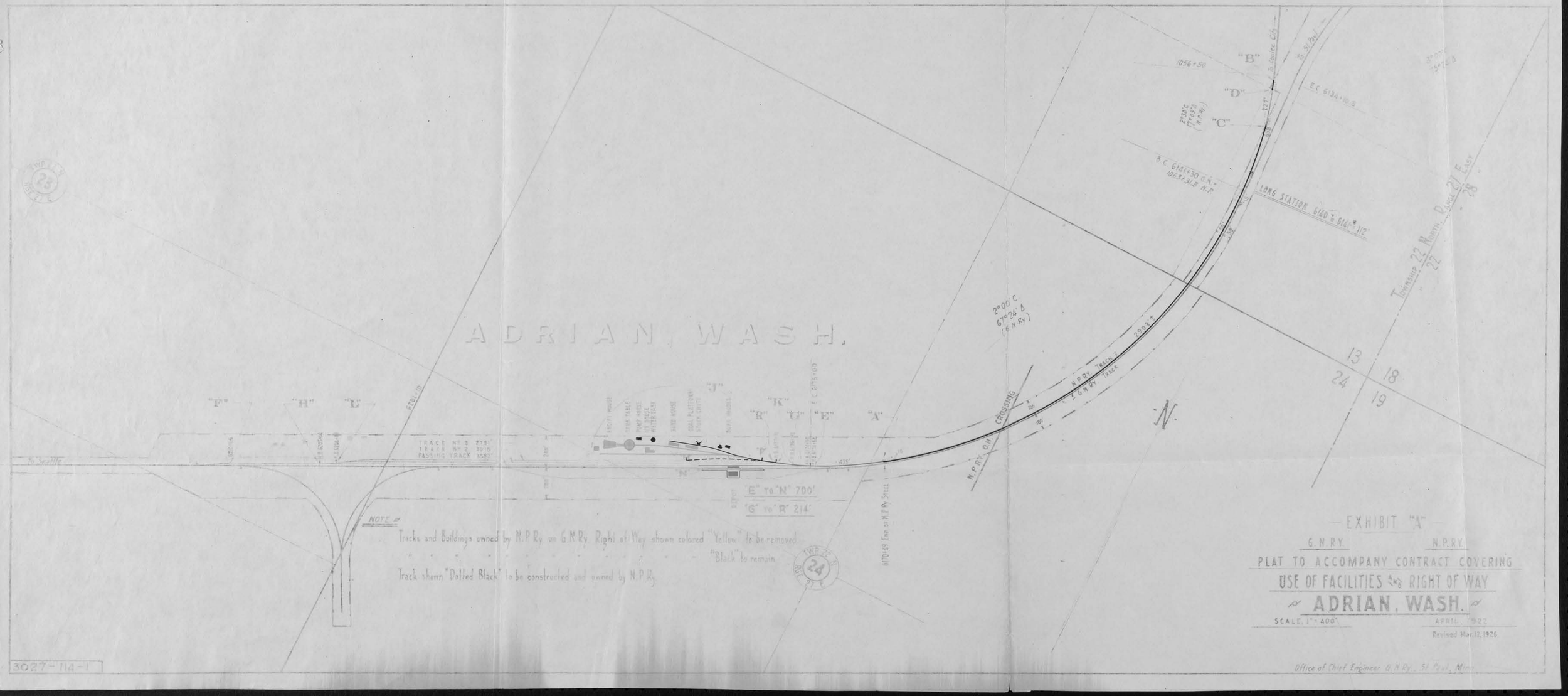
A. M. Gottschald

GREAT NORTHERN RAILWAY COMPANY,

By G. R. Martin
Vice President

NORTHERN PACIFIC RAILWAY COMPANY,

By Charles Donnelly
President


ADRIAN, WASH.
"F"
"H"
"L"
"J"
"K"
"R"
"U"
"E"
"A"
"B"
"D"
"C"
"N"
TRACK No 3 271'
TRACK No 2 3916'
PASSING TRACK 3583'
To Seattle
E" to "N" 700'
"G" to "R" 214'
2°00' C
67°24' Δ
(G.N.Ry.)
CROSSING
N.P.Ry. O.H.
N.P.Ry. Track
G.N.Ry. Track
1056+50
E.C. 6134+10.5
B.C. 6141+30 G.N.
1061+31.3 N.P.
LONG STATION 6140 to 6141+112'
To St. Paul
To Seattle City
Township 22 North, Range 27 East
13
24
18
19
N
NOTE
Tracks and Buildings owned by N.P.Ry. on G.N.Ry. Right of Way shown colored "Yellow" to be removed.
" " " " " " "Black" to remain.
Track shown "Dotted Black" to be constructed and owned by N.P.Ry.
EXHIBIT "A"
G.N.RY.
N.P.RY.
PLAT TO ACCOMPANY CONTRACT COVERING
USE OF FACILITIES & RIGHT OF WAY
ADRIAN, WASH.
SCALE, 1" = 400'
APRIL, 1922
Revised Mar. 12, 1926
Office of Chief Engineer G.N.Ry., St. Paul, Minn.
3027-114-1

Saint Paul, September 28, 1922.

Mr. J. M. Rapelje:

As requested in your letter of the 26th, I have initialed and am returning you herewith contract between the Great Northern and Northern Pacific covering track facilities at Adrian.

Chief Engineer.

HES-ar

Encl.

St. Paul, Minn., Sept 26, 1922. b.

Mr. H. E. Stevens,

Enclosed is proposed contract with the Great Northern covering use of facilities at Adrian. In this connection please refer to your letter of May 13, 1922 in regard to valuation of these facilities.

The Great Northern has agreed to waive the proposed increase in valuation figures and I shall be glad if you will have the contract checked and if satisfactory initial duplicate copy and return.

J M Rapelyea

P.E.T. Re look over as to description etc
Any file allowed
9/27

ACJ H.E.S. 9/28/22

T-9/26

Mr. Stevens - Contract Includ
Send to
P E Thomas
9/27/22

X

4082

Saint Paul, May 13th, 1922.

Mr. A.M.Burt:

Your several letters and tracers about valuation of Great Northern facilities at Adrian.

This matter is rather complicated and after discussing the details with Mr. Thian, I thought it would be advisable for him to make a complete report and sketch, outlining the matter as we understand it. Copy of this report dated May 12th, next attached.

Mr. Thian has checked over with the Great Northern their detailed valuation and find that on a reproduction basis the prices used are not excessive; in fact, are somewhat less than the Northern Pacific are claiming in similar work as estimated cost of reproduction. The prices are somewhat higher than was actually allowed the Great Northern by the ICC Engineers in their Engineering Report, but I do not see that we can consistently contest them, inasmuch as we are claiming as high or higher prices on our own work.

The result is of course a very heavy increase in the valuation, but as stated by Mr. Thian, the former valuation was not a valuation but simply a price which the Great Northern agreed to let the Northern Pacific in on this trackage. If we are now to revise all our contracts and place them on a valuation basis, we must expect to find contracts where the valuation on which we pay rental will be increased sometimes very substantially.

Mr. A.M.Burt:#3

I agree with Mr. Thian that we should accept the Great Northern valuation of this trackage, provided, of course, that our understanding as to exclusive use and tracks to be included in the contract are correct.

File returned you herewith.

Chief Engineer.

HES-ar

St. Paul, Minn., May 12, 1922.

Mr. H. E. Stevens,
Chief Engineer.

Dear Sir:-

Yours of the 24th ultimo with attached letter from Mr. Burt, same date, re use of Great Northern facilities at Adrian, Washington.

It is true as stated by Mr. Burt that the present estimate very much exceeds the original one, but the fact is that the "original" was not an estimate at all, but merely an agreement arrived at covering opinion value of the facilities to be used.

When we first discussed this matter with the Great Northern under date of February 28, 1922, I wrote Mr. Eddy as follows:

"Re proposed trackage facilities at Adrian, Washington, please note the following:

							Per Mile
Estimate	1904	covering	3.168	miles	track	=$39402	$12438
"	1913	"	1.139	"	"	= 15602	13699
"	1922	"	1.861	"	"	= 49799	26759

This shows a large increase in cost per mile. As you have all the estimates, including the originals, will you kindly have same investigated and advise."

Mr. Eddy investigated and advised as above, that the 1913 contract was not based on an estimate at all, but merely on an agreement covering opinion value of the facilities as stated above.

Attached hereto is a sketch showing trackage included in the 1904 and 1913 contracts, and in the 1922 estimate; the latter as interpreted by us from Mr. Jenks's letters as follows:

From letter of Mr. Jenks to Mr. Rapelje dated February 27, 1922, re track No. 2, as follows:

"I assume from your letter of the 21st inst. that you do not require the use of track No. 2 for your business and do not care to have same covered by contract."

Also Mr. Jenks's letter of April 3, 1922, to Mr. Rapelje re Track No. 3:

"We will endeavor to see that it is not used by our people, and, of course, you will be willing to pay maintenance and 6 percent on the total investment incurred account of number three track."

The Great Northern estimate is not in accordance with the terms of Mr. Jenks's letters as to Northern Pacific portion of same, but it so happens that their inclusion of half of track No. 2 (L to K) which should not be included, just about balances their exclusion of one-half of track No. 3, which should be included in its entirety. Therefore, the total estimate of $48,000.00 as prepared by the Great Northern, is found by us to be correct, or a total of $24,000.00, on which the Northern Pacific would have to pay 6% interest.

We have checked this estimate over in detail and find the following:

1. Estimate includes track No. 2, which according to Mr. Jenks's letter of April 3, 1922, should not be included. Cost of this track is $12,298.00.

2. Mr. Jenks's letter indicates that the intention was to charge the Northern Pacific Railway 100% use of track No. 3. Lease as drawn charges only 50% use of track No. 3, which has been so included in the estimate and practically balances error under No. 1, as far as Northern Pacific portion is concerned.

3. Grading quantities are as actually measured by the Interstate Commerce Commission in their 1917 Inventory, and should be accepted.

4. OTHER TRACK MATERIAL: While certain prices seem high, such, for instance, as $5.85 for track bolts, these are actual war prices. This is entirely due to relay of certain tracks in 1920 with 90# steel.

5. Ballast quantities are as per I. C. C. Inventory.

6. STATION AND OFFICE BUILDINGS: While the price given for 30' x 65' depot, namely $4,313.00 seems high, the Great Northern advise that this depot has water supply and other facilities, which account for the increased price.

There is also an item of 4380 cu. yds. of grading for depot. We have checked this over and find that these quantities are correct and that this yardage is not included in grading quantities of the tracks.

Below is a table of comparative prices as between those used by the Great Northern in this estimate; I. C. C. prices and Northern Pacific Reproduction prices:

I T E M	UNIT COST		
	GREAT NORTHERN	I. C. C.	NORTHERN PCIFIC REPRODUCTION
Common Excavation	.24	.23	.25
Hard Pan "	.415	.39	.44
Loose Rock "	.455	.43	.51
Hand Placed Rip Rap	3.75	2.05	2.90
Treated Cross Ties	1.13	0.98	1.69
No. 2 Untreated Ties	0.49	0.52	0.78
Treated Switch Ties	28.50	26.80	- -
Rail, Relay	37.25	31.75	46.55 (New)
90# Wolh. Joints	2.80		
Angle Bars, Relay	2.30	1.75	2.50 (New)
Tie Plates	2.30	2.25	2.45
Rig. #9 - 90# 15' Frog	118.00		51.00
16½' 90# Split Switch	103.00		82.21
Gravel Ballast	.40	.31	.48
Trk.L& S. 90/61 R., R.S.	1200.00	1035.00	1223.00
" " " 60/0 " " "	1000.00	887.00	1072.00
Placing Ballast	0.35	0.23	0.35
" T. Outs. 90/61	40.00	35.00	38.00
" " 60/0	35.00	32.50	38.00

From above it will be seen that the prices used by the Great Northern are generally lower than our own Reproduction Prices, which we would use in preparing such an estimate.

Under the circumstances, I think the estimate as prepared by the Great Northern is correct and should be accepted; the fact of the matter being that the Northern Pacific has in the years past had the use of these facilities at an absurdly low valuation.

If our understanding of the trackage to be included, as shown on sketch attached, under 1922 estimate is correct, both

the exhibit attached to the contract and the Great Northern estimate itself, should be corrected.

It should be noted that there is a notation in pencil on the exhibit, showing that track No. 2 should not be colored (included).

Portion "E" to "A" is shown in contract at a valuation of $1,850.00, in addition to the above estimate of $48,000.00. This covers 435 feet of track, and on a mileage basis, compared to balance of estimate, is conservative.

It should also be noted that designation of tracks 1 and 2 in Great Northern estimate should be changed to 2 and 3, to agree with correspondence.

Great Northern 1922 estimate of $48,000.00, plus $1,850.00 for line "E" to "A" covers 0.722 miles more track than the 1913 estimate, and balance of difference is made up of corrected quantities and increased prices due to relay with much heavier rail (90#) in 1920.

Files returned herewith.

Yours truly,

P. E. Shiar

VALUATION ENGINEER.

PET:jl

encl.

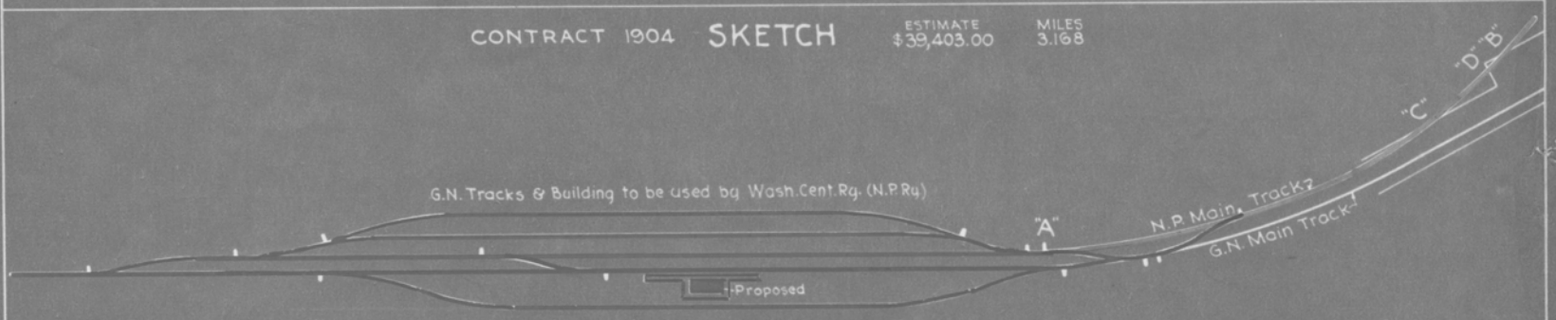
N. P. RY.
VALUATION DEPARTMENT

G. N. YARD TRACKS AT ADRIAN, WASH.

St. Paul, Minn.

CONTRACT 1904 SKETCH

ESTIMATE $39,403.00 MILES 3.168

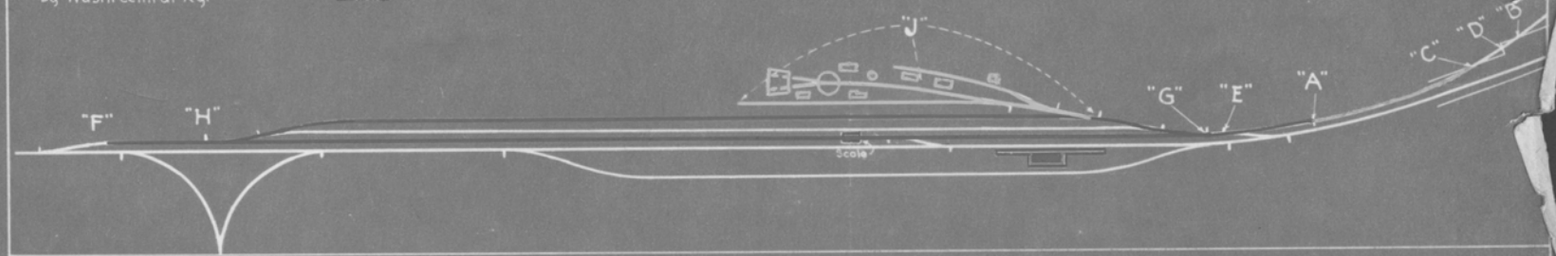


CONTRACT 1913 SKETCH

ESTIMATE $15,602.00 MILES 1.139

Tracks & Buildings owned by Wash. Central Rq. (N.P. Rq.) on G.N. Right of Way------

Tracks & Buildings owned by G.N. to be used by Wash. Central Rq.----------

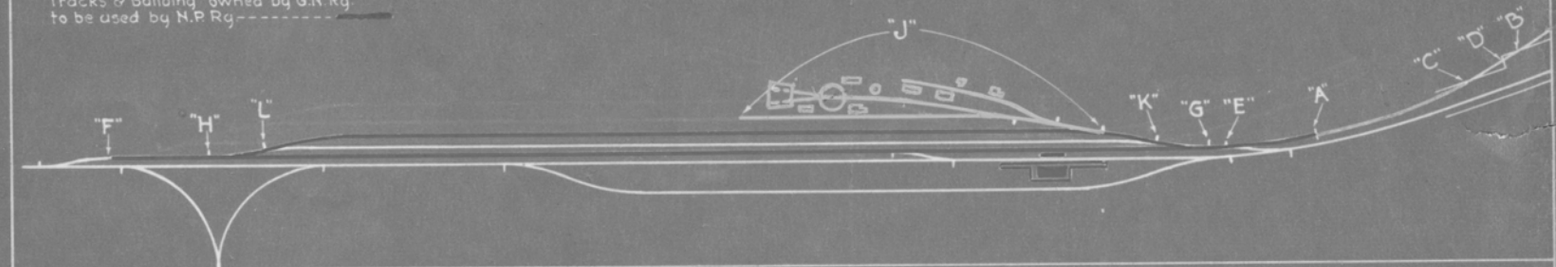


ESTIMATE 1922 as per Mr. Jenks letters SKETCH

ESTIMATE $ 48,000.00
"E" to "A" 1,850.00
Total $ 49,850.00 MILES 1.861

Tracks & Buildings owned by N.P. Rq. on G.N. Right of Way----------

Tracks & Building owned by G.N. Rq. to be used by N.P. Rq.---------



G. N. ESTIMATE, 1922 INCLUDES 1/2 OF TRACK 2 INCLUDES ONLY 1/2 OF TRACK 3 ON WHICH N. P. IS TO PAY 6% INTEREST				N. P. ESTIMATE, 1922 ON WHICH N.P. IS TO PAY 6% INTEREST EXCLUDES TRK. #2, JENKS' LETTER 2/27/22 INCLUDES ALL OF TRK. #3, JENKS' LETTER 4/3/22			
ITEM	TOTAL COST	N. P. PORTION %	N. P. PORTION COST	ITEM	TOTAL COST	N. P. PORTION %	N. P. PORTION COST
Passing Trk. F to E	$17,864	50%	$8,932	Passing Trk. F to E	$17,864	50%	$8,932
Yd. Trk. #2, H to G	12,298	50%	6,149	(Yd. Trk. #2, L to K	11,239)	0	0
" " #3, L to K	11,239	50%	5,619½	(" " #2, H to L & K to G	1,059)	50%	529½
Land	118	50%	59	Yd. Trk. #3, L to K	11,239	100%	11,239
Station & Off. Bldgs.	6,481	50%	3,240½	Land	118	50%	59
				Sta. & Off. Bldgs.	6,481	50%	3,240½
TOTAL -	$ 48,000		$ 24,000		$ 48,000		$24,000

Above N.P. Estimate 1922 is on basis of Mr. Jenks' letters. If however, lease as drawn is to be used, estimate of costs on which N.P. is to pay on a 3% basis, would be reduced to $36,761. The decrease from the G. N. 1922 Estimate being the value of Track 2, less portions H to L and K to G, viz.:-

Track 2	-	12,298
Less H-L & K-G	-	1,059
		11,239

- M E M O R A N D U M -

Grading:
Grading for tracks is divided giving actual quantities for each track.

Grading for Channel Changes is prorated on lineal foot basis.

Grading for Depot is charged to Depot.

Ties:)
Rail:)
Other Track Material:) Are divided on actual quantities in each track.
Ballast:)
Tracklaying & Surfacing:)

Crossings & Signs:
Quantities in Crossing are divided equally for each track.

Roadway Buildings:
Prorated on a Mileage basis.

GREAT NORTHERN RAILWAY COMPANY

Estimated Cost of Reproduction of Facilities at Adrian, Washington, used jointly with the Northern Pacific Railway Company, comparison.

Passing Track - - - - - - - - - - - - - 3582'
Yard Track #1.- - - - - - - - - - - - - 3018'
Yard Track #2.- - - - - - - - - - - - - 2791'
Depot.
(All as colored in red on attached print.)

---------0---------

	Total				Passing Track			Yard Track #1.			Yard Track #2.		
Grading:													
Common.	19037	C.Y.	@ .24¢	$4549.	8557	C.Y.	$2034	4973	C.Y.	$1193	5507	C.Y.	$1322
Hard Pan.	8825	"	" .41½	3662	3525	"	1463	2699	"	1120	2601	"	1079
Loose Rock.	3675	"	" .45½	1672	1400	"	637	1180	"	537	1095	"	498
Rip Rap-Hand Placed.	663	"	" 3.75	2485	253	""	949	210	"	787	200	"	750
Total Grading.				$12369			$5083			$3637			$3649
Ties.													
#1 Trtd. Cross Ties.	2945	Ea.	@ 1.13	3328	829	Ea.	937	1100	Ea.	1243	1016	Ea.	1148
#2 Untrd.	1482	"	" 0.49	726	1005	"	492	190	"	93	287	"	141
Treated Sw. Ties.	10.182	MBM.	" 28.50	290		-		5.326	MBM.	152	4.856	MBM.	138
Total Ties.				$ 4344			$1429			$1488			$1427
Rail:													
Gross Tons.	199.24	G.T.	@ 37.25	7422	95.95	G.T.	3574	54.06	G.T.	2014	49.23	G.T.	1834
Other Track Material:													
90# Wolh. Joints.	210	Ea.	@ 2.80	588	198	Ea.	554	12	Ea.	34		-	
Comp. Joints (6)	3.9	Cwt.	" 10.00	39		-		3.9	Cwt.	39		-	
Angle Bars. (384)	137.2	"	" 2.30	316	1.21	Cwt.	3	67.3	"	155	68.7	Cwt.	158
Bolts 3/4x3-3/4"	15.7	"	" 3.00	47		-		7.7	"	23	8.0	"	24
" 4½"	15.9	"	" 5.85	93	15.0	Cwt.	88	0.9	"	5		-	
Spikes 6"	72.3	"	" 2.55	184	69.5	"	177	2.8	"	7		-	
" 5½"	73.2	"	" 2.50	183		-		36.8	"	92	36.4	Cwt.	91
Spread Rods.	11.1	"	" 2.30	26	3.0	Cwt.	7	6.7	"	16	1.4	"	3
Rail Braces.	7.8	"	" 3.15	25		-		5.5	"	18	2.3	"	7

	Total			Passing Track		Yard Track #~~1~~ 2.		Yard Track #~~2~~ 3.	
Other Track Material-Continued.									
Tie Plates	14.0	Cwt. @ 2.30	$ 32	4.8 Cwt.	$11	9.2 Cwt.	$21	-	
Split Sw. 90#-16½'	2	Ea. "103.00	206	-		2 Ea.	206	-	
" " 60#-10'	2	" " 43.00	86	-		-		2 Ea.	$ 86
Rigid Frogs #9-90#-15'	2	" "118.00	236	-		2 Ea.	236	-	
" " #7-60#-7'	2	" " 20.00	40.	-		-		2 Ea.	40
Guard Rail 90#	40	L.Ft. "	53	-		40 L.Ft.	53	-	
" " 68#	60	"	95	-		-		60 L.Ft.	95
Switch Stands L.D.T.L.	4	Ea. " 9.50	38	-		2 Ea.	19	2 Ea.	19
Total Other Track Material.			$ 2287		$ 840		$ 924		$ 523
Ballast:									
Gravel.	7370 C,Y.	@ .40	$ 2948	3970 C.Y.	1588	1800 C.Y.	720	1600 C.Y.	640
Tracklaying & Surfacing:									
Laying 85#-90# rail Running Surface 3792' 0.718 Mi.	0.718 Miles	@ $1200.	862	0.679 Miles	814	0.040 Miles	48	-	
Laying 60# Rail Running Surface 5599' 1.060 Mi.	1.060 "	" 1000.	1060.	-		0.531 "	531	0.529 Miles	529
Placing Ballast	7370 C.Y.	" 0.35	2580	3970 C.Y.	1390	1800 C,Y.	630	1600 C.Y.	560
" Turnouts 90#	2 Ea.	" 40.00	80	-		2 Ea.	80	-	
" " 60#	2 "	" 35.00	70	-		-		2 Ea.	70
" Tie Plates	-			-		-		-	
" Braces-Spread Rods.			75		11		48		16
Total Tracklaying & Surfacing.			$4727		$2215		$ 1337		$ 1175
Crossings & Signs:									
Embankment-Common	109 C.Y.	@ .24¢	26	37 C.Y.	9	36 C.Y.	9	36 C.Y.	8
Planking.	1.024 MBM.	" 22.75	23	0.342 MBM.	8	0.341 MBM.	8	0.341 MBM.	7
Total Crossings & Signs			$ 49		$ 17		$ 17		$ 15
Roadway Buildings:									
Machines and Tools.									
Miles of Side Track.	1.778 Mi.	@ 140.	249	0.679 Mi.	95	0.571 Mi.	80	0.528 Mi.	74

	Total	Passing Track	Yard Track #1	Yard Track #2.
Total Tracks.	$34,395	$14,841	$10,217	$ 9,337
Engineering 5%.	1,720	742	511	467
	36,115	15,583	10,728	9,804
General Expenses 3%.	1,083	467	322	294
	37,198	16,050	11,050	10,098
Contingencies 5%.	1,860	803	552	505
	39,058	16,853	11,602	10,603
Interest- 1 Year 6%.	2,343	1,011	696	636
	41,401	17,864	12,298	11,239
Land. (for all facilities)	118			
Total Tracks.	$ 41,519.			

Station and Office Buildings:

Depot Platforms & Furniture.	$ 4,313
Grading 4380 C.Y. @ .24¢	1,071
	5,384
Engineering 5%.	269
	5,653
General Expenses 3%.	170
	5,823
Contingencies 5%.	291
	6,114
Interest 6%.	367
Total.	$ 6,481.

NOTE:- The above statement is made for the purpose of showing separately the Cost of Reproduction New of each of the facilities included in the Statement dated February 20th, 1922. amounting to $48,000.

S U M M A R Y

Total Tracks ----------	$41,519.
Total Depot. ----------	6,481.
T O T A L:	$48,000.

Office of Valuation Engineer.
April 17th. 1922.

48
12 300
35700

4082

St.Paul, Minn., May 10, 1922. D

Mr. H. E. Stevens:

I wrote you on April ~~26~~ 24th in regard to valuation of facilities at Adrian Washington, and shall be glad to have as early a reply as possible inasmuch as the Great Northern is anxious to get the matter settled.

A. M. Burt

4082

Saint Paul, April 24, 1922.

Mr. P. E. Thian,

Valuation Engineer.

Dear Sir:

Herewith I hand you Mr. Burt's letter of April 24th and file in regard to use of G. N. facilities at Adrian, Washington.

Please have the valuation figures checked as requested with return of Mr. Burt's file and also with return of Chief Engineer's file No. 4082 which is also attached.

Yours truly,

SJB/ES

Encl.

Chief Engineer.

St.Paul, Minn., April 24, 1922. D

Mr. H. E. Stevens:

Attached is my file in regard to use of Great Northern facilities at Adrian, Washington.

This matter was turned over to me for discussion and settlement with Mr. Kerr who left with me the proposed new contract and revised valuation statements next attached. He also stated that it was his understanding that valuations shown had been agreed to between Mr. Thian and the Valuation Engineer of the Great Northern.

The present valuation upon which we pay rental of 2½% is $13165.18. The increase as shown in the contract is about 250% which appears abnormal, and I shall be glad if you will advise whether the valuation shown in the contract is proper.

A. M. Burt.

Enclo

COPY

St. Paul, Minn., April 24, 1922. D

Mr. H. E. Stevens:

Attached is my file in regard to use of Great Northern Facilities at Adrian, Washington.

This matter was turned over to me for discussion and settlement with Mr. Kerr who left with me the proposed new contract and revised valuation statements next attached. He also stated that it was his understanding that valuations shown had been agreed to between Mr. Thian and the Valuation Engineer of the Great Northern.

The present valuation upon which we pay rental of 2½% is $13165.18. The increase as shown in the contract is about 250% which appears abnormal, and I shall be glad if you will advise whether the valuation shown in the contract is proper.

(Signed) A. M. Burt.

Encl.

GREAT NORTHERN RAILWAY COMPANY

OFFICE OF THE CHIEF ENGINEER

A. H. HOGELAND,
CHIEF ENGINEER.

4082

ST. PAUL, MINN.,

May 12, 1919.

Mr. H. E. Stevens,

Chief Engineer, N. P. R. R.,

St. Paul, Minn.

Dear Sir:

Complying with your request of May fifth, I am sending you, under separate cover, negative from Great Northern yard map for use in preparing exhibits to accompany contract between Great Northern and Northern Pacific for telephone wires on Great Northern right of way at Adrian, Washington.

Yours truly,

A. H. Hogeland

HSF N

JNP Hereunto RSG 5/13

#9-15

RSG Tract filed! JNB. JM 5/14

May 5th, 1919.

Mr. A. H. Hogeland,

Chief Engineer, G. N. R.R.,

St. Paul, Minn.

Dear Sir:

If consistent, will you please furnish negative of exhibit attached to contract dated January 17th, 1919 covering the attachment of N. P. telephone wires to Great Northern poles at Adrian, Washington.

Yours truly,

REG/FS

Chief Engineer.

New

St. Paul, Minnesota
July 10, 1913

J Dec 1691

408

Mr G T Reid, Ass't to the President, Tacoma,
Mr J M Hannaford, Second Vice President,
Mr G T Slade, Third Vice President,
Mr H A Gray, Comptroller,
Mr N L Darling, Chief Engineer,
Mr Thomas Cooper, Land Commissioner,
Mr F C Blanchard, General Manager, Tacoma,
Mr I B Richards, General Superintendent, Tacoma,
Mr W S Smith, Chief Engineer Mtnce of Way,
Mr M T Sanders, Tax Commissioner,
Mr C A Murray, Ass't Tax Commissioner, Tacoma,
Mr J B Baird, General Freight Agent,
Mr H Blakeley, General Western Freight Agent, Tacoma,
Mr G H Plumker, Western Land Agent,
Mr A M Cleland, General Passenger Agent,
Mr A R Cook, Principal Ass't Engineer, Tacoma,
Mr L H Perkins, Engineer Mtnce of Way, Tacoma,
Mr J D Keron, Division Engineer, Spokane,
Mr A M Hurt, Superintendent, Spokane

Dear Sir:

Herewith copy of contract between the Great Northern Railway Company and the Northern Pacific Railway Company dated May 28, 1913 which modifies the agreement of March 15, 1904 and supports permit of April 18, 1905, covering use of facilities at Adrian.

Yours truly

Assistant Secretary

Enclosure

RGC Record made on adrian sta. plat. W. G. B.
7/14/13.

St. Paul, July 9th, 1913..

Mr. R. H. Relf,

Assistant Secretary.

Dear Sir:-

Referring to your letter of June 11th File 1691. I hand you herewith thirty copies of exhibit attached to contract with the Great Northern dated May 28th, 1913, covering joint use of facilities at Adrian, Washington.

The original contract is returned herewith.

Yours truly,

COPY.

Chief Engineer.

SJB R

Encl.

000

St.Paul, Minnesota
June 11, 1913

File 1691

Mr W L Darling,

Chief Engineer.

Dear Sir:

Will you please furnish 30 copies of the exhibit attached to contract with the Great Northern Railway Company dated May 28, 1913 covering joint use of facilities at Adrian, Washington?

The original contract is attached hereto.

Yours truly

R A Relf

Assistant Secretary

Enclosure
ORIGINAL

S. B. Smith, Secretary
7/9

P.S. In this instance copies are required for the book of synopsis of contracts, hence the large number asked for

R A R

Reg. requested of Sec'y by REG. 6-14-13 Recd 7/1/13

JWP
Pls furnish
6/14

SJB

THIS AGREEMENT, made and entered into the date hereinafter written, between the GREAT NORTHERN RAILWAY COMPANY, a corporation of the State of Minnesota, hereinafter called the "Northern Company", and the NORTHERN PACIFIC RAILWAY COMPANY, a corporation of the State of Wisconsin, hereinafter called the "Pacific Company",

WITNESSETH:

That it is agreed between the parties hereto that this agreement is made for the purpose of limiting and modifying the grants made, rights created and undertakings and agreements entered into in that certain agreement in writing made and entered into between the Northern Company and the Washington Central Railway Company, dated on the 15th day of March, 1904, afterward assigned by the Central Company to the Pacific Company, and of terminating the contract between the parties hereto dated the 18th day of April, 1905, both relating to the railroad and station facilities of the parties hereto at the station of Adrian in the State of Washington; and

It is agreed that, except as herein limited, annulled, cancelled, modified or changed, all of the grants made, rights created and undertakings and agreements entered into by and in said agreement of March 15, 1904, are hereby confirmed, and that on delivery hereof the said agreement of April 18, 1905, is terminated.

It is agreed that the grant contained in said agreement of March 15, 1904, by the Northern Company to the Central Company upon and over the main line track of the Northern Company, the house track of said company and the track of said company known and designated as "Track No. 2" is hereby in all things cancelled and annulled; and it is agreed that from and after the date of this agreement said Pacific Company shall not, by reason of the said agreement of March 15, 1904, or of this agreement, have any right to run its locomotives and trains upon and over said main line track, house track and track No.2, except as such right or privilege may be agreed upon specially by other agreement between the parties hereto.

It is agreed that the blue print map hereto attached, which is marked "Exhibit A", correctly exhibits the tracks and appurtenances which are the subject of this agreement, and that said map shall be and hereby is referred to and made a part of this agreement; that the tracks and facilities of the Northern Company which the Pacific Company is granted the right to use jointly with the Northern Company from and after the date of this agreement are shown in lines colored red, and are as follows, namely:

Passing track between points "F" and "E"; Connecting track between points "E" and "A"; Track Number Three between points "G" and "H"; depot building and appurtenances and track scales; that the tracks and improvements, right of way and ground room for which are granted by the Northern Company to the Pacific Company from and after the date of this agreement, are shown thereon in lines colored yellow, namely:

Main line track between points "A" and "C" and points "D" and "B"; also miscellaneous tracks and buildings indicated on blue print between the points of the semi-circle lettered "J".

It is agreed that the original cost of the tracks, depot and yards and the appurtenances thereof upon which cost the Pacific Company is to pay, under the terms of said contract of March 15, 1904, as rental

A true copy

LRL

one-half of five per cent (5%) per annum, amounts to and is the sum of fifteen thousand six hundred and two dollars ($15,602) upon which basis the rental of such facilities shall be paid in the future.

It is agreed that in addition to the fixed rental of ten dollars ($10.00) per year for the use of right of way of the Northern Company by the Pacific Company for its single track of railway upon the right of way of the Northern Company, the Pacific Company shall also pay to the Northern Company hereafter the sum of ten dollars ($10.00) per year for the use of the connecting track of the Northern Company between the points "E" and "A"; and the Pacific Company shall also pay to the Northern Company for the use of the right of way and ground room occupied by its miscellaneous tracks and buildings indicated on said blue print under the letter "J", and the ground used in connection therewith, the sum of ten dollars ($10.00) per year.

It is agreed that the Pacific Company shall continue to pay, as its proportion of the cost of maintenance, repair and renewal thereof, including insurance on buildings, one-half of the cost of maintenance, repair and renewal of the side tracks, yards and depot facilities, the joint use thereof the Pacific Company is to continue to have under the grant contained in said contract of March 15, 1904, and the modifications made in this agreement. And it is agreed that the Pacific Company shall pay to the Northern Company hereafter forty per cent (40%) of the entire station pay roll at said station of Adrian as and for its proportion of the cost of handling the freight, baggage and ticket business thereat in lieu and instead of the proportion of such cost provided for in said contract of March 15, 1904. And it is agreed that this contract shall be attached to said contract of March 15, 1904, and from and after the date hereof shall form a part of said first mentioned contract.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be duly executed by their respective officers this 28th day of May, 1913.

GREAT NORTHERN RAILWAY COMPANY

By C.R.Gray,
President.

NORTHERN PACIFIC RAILWAY COMPANY,

By Howard Elliott
President.

39.403

Note:
Tracks and Buildings owned by Washington Central Ry, (N.P.Ry.) on G.N. Right of Way shown Yellow.

Tracks and Buildings owned by G.N. Ry to be used by Washington Central Ry, shown Red.

G.N. RY

TRACKS AND CONNECTIONS
WITH
WASHINGTON CENTRAL Ry. (N.P.Ry.)
AT
ADRIAN, GRANT CO., WASHINGTON.

SECTIONS 13 AND 24, T. 22 N, R. 27 E.W.M.

Scale, 1" = 400' Oct., 1912

Exhibit "A"

Great Northern Railway Company.

408

R. Budd,
Chief Engineer.

Office of the Chief Engineer.

St. Paul, Minn., June 30, 1913.

Mr. W. L. Darling,
Chief Engineer, N. P. Ry.,
St. Paul, Minn.

Dear Sir:-

As requested in your favor of the 16th inst. I enclose herewith negative showing tracks and connections with the Washington Central Railway at Adrian, Washington.

Yours truly,

R. Budd

rjr-d

Reg rec'd
7/1

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June 16th, 1913..

Mr. R. Budd, Chief Engineer,
Great Northern Railway Company,
Saint Paul, Minnesota.

Dear Sir:-

If consistent will you please furnish negative of plat showing tracks and connections with Washington Central Ry. at Adrian, Wash, dated October 1912, scale 1" equals 400'.

Yours truly,

Chief Engineer.

REG-R

R.E.G.

Please ask the Chief Engineer of the Gt. Nor Ry to send us a negative of the plat showing tracks and connections with Washington Central Ry at Adrian Wash. Plat dated Oct. 1912. Scale 1" = 100'. Prints of this are wanted by Mr. Relf.

J.M.P.
J.M.

6-14-13.

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