



Northern Pacific Railway Company.
Engineering Department Records.

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Form 1757

9-30-14 5M RP



N. P. RY. CO.

OFFICE OF CHIEF ENGINEER

FILE NO. 4477

SUBJECT:

4477
Contract joint right of
way in Benton County, Wash.,
betw. C M & N P Ry and
Kennewick & Nor. Ry.

4 477

4477

B-2

Docket No. 8321
St. Paul, Minnesota
March 6, 1962

Mr. C. H. Burgess, Vice President
Mr. F. L. Steinbright, General Manager, Seattle
Mr. E. L. Ordell, Comptroller (3)
Mr. M. F. Galbraith, District Accountant, Tacoma
Mr. F. C. Sempf, Manager, Industrial Development
Mr. M. H. Nixon, Western Manager, Industrial Development, Seattle
Mr. N. M. Lorentzsen, Superintendent, Spokane
Mr. H. R. Peterson, Chief Engineer (2)
Mr. J. E. Hoving, Assistant Chief Engineer, Seattle

Referring to agreement dated March 10, 1915, between Chicago, Milwaukee & St. Paul Railway Company (now known as Chicago, Milwaukee, St. Paul and Pacific Railroad Company) and Kennewick Northern Railway Company (now known as Northern Pacific Railway Company) providing for purchase by the former company of right of way for its railway along the Columbia River near Priest Rapids, Washington, and giving the Kennewick Company the right of joint ownership in said railway;

Attached hereto is copy of agreement dated February 17, 1962, terminating the aforesaid agreement.

Distribution of this instrument is limited to the list shown hereon. It must not be copied and distributed to other departments or subordinate officers without the approval of the Secretary.

A. M. GOTTSCHALD
Secretary

ds
attach

TERMINATION AGREEMENT

1798
F.L.H.

It is mutually agreed by and between the NORTHERN PACIFIC RAILWAY COMPANY, Assignee of KENNEWICK NORTHERN RAILWAY COMPANY, and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, successor in interest to CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, that that certain agreement between Kennewick Northern Railway Company and Chicago, Milwaukee & St. Paul Railway Company, dated March 10, 1915, covering the purchase and sale of right-of-way near Priest Rapids, Washington, shall be and the same is hereby terminated; provided, however, that such termination shall not affect or impair any right or obligation of either party to said agreement which had accrued prior to the date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the 17th day of February, 1962.

NORTHERN PACIFIC RAILWAY COMPANY

By

C.H. Burgess
VICE PRESIDENT

CHICAGO, MILWAUKEE, ST. PAUL and
PACIFIC RAILROAD COMPANY

By

J. McLean
VICE PRESIDENT

4477

St. Paul, Minnesota
May 17, 1915

Doc 8321



Mr. Geo T Slade, First Vice President
Mr. Geo T Reid, Ass't to the President, Tacoma
Mr. J G Woodworth, Second Vice President
Mr. H A Gray, Comptroller
Mr. Thomas Cooper, Land Commissioner
Mr. G H Plummer, Western Land Agent, Tacoma
Mr. E C Blanchard, Gen'l Manager, Tacoma
Mr. M P Martin, Secretary, Kennewick Nor. Ry. Co. Tacoma
Mr. W L Darling, Chief Engineer
Mr. A B Cook, Prin Ass't Engineer, Tacoma

Dear Sir:

Herewith copy of agreement dated March 10, 1915 between the C.M. & St. P. Ry. Co and the Kennewick Northern Railway Company providing for purchase by the former company of right of way for its railway along the Columbia River near Priests Rapids, and giving the Kennewick Company the right of joint ownership in said railway.

This agreement supersedes the one between the parties dated February 14, 1910 (Doc 5172)

Yours truly

R H RELE

Assistant Secretary

Enclosure

*Record made on Map
No. 367-6.
6/2/15.
W. J. B. J.*

THIS AGREEMENT, made and entered into this 10th day of March, A. D. 1915, by and between the CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, a Wisconsin corporation authorized to do business in the State of Washington, hereinafter designated as the "Milwaukee Company" and the KENNEWICK NORTHERN RAILWAY COMPANY, a Washington corporation, hereinafter designated as the "Kennewick Company".

W I T N E S S E T H :

WHEREAS, by a certain written agreement dated February 14, 1910, between the Chicago, Milwaukee & Puget Sound Railway Company, a Washington corporation, and the said Kennewick Company, it was, for the reasons therein specified, stipulated and agreed, among other things, that the Chicago, Milwaukee and Puget Sound Railway Company should acquire certain rights of way for the construction of a proposed railway extending in part between the west line of section ten (10), township thirteen (13) north, of range twenty-five (25) East, W.M., Washington, and the west line of section twelve (12), in township thirteen (13) north, of range twenty-three (23) East, W. M., and should construct upon the right of way so acquired, between said designated points, a single track of standard gauge railroad with all necessary stations, spurs, sidings, conveniences and appurtenances for the operation of the same, the proposed route and elevations of said track being designated in said contract; and it was further in said contract provided that the Kennewick Company, or its successors or assigns might, at any time after the construction and completion of the railroad by the Chicago, Milwaukee and Puget Sound Railway Company, at its election become an equal joint owner with the Milwaukee Company of that portion of the railroad situated between said designated points, including the stations, spurs, sidings and other conveniences and appurtenances thereto belonging upon paying to the said Chicago, Milwaukee & Puget Sound Company the consideration therefor in said contract specified; and

WHEREAS, the said Chicago, Milwaukee & Puget Sound Railway Company has constructed said railway but has, in the construction thereof, changed the location and elevations of the portions of said railway referred to in said contract; and

WHEREAS, the said Milwaukee Company has succeeded to all of the rights and interests of the said Chicago, Milwaukee & Puget Sound Railway Company in and to said railway line;

NOW THEREFORE, the said parties hereto, for and in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, do hereby covenant and agree, the one with the other, as follows, to wit:

1. That the location of the railway constructed by the Chicago, Milwaukee and Puget Sound Railway Company and now owned and operated by the Milwaukee Company, as aforesaid, is correctly shown upon the plat Exhibit "A" hereunto attached and hereby referred to and made a part of this agreement, said exhibit being for greater certainty identified by the signatures of the assistant chief engineers of the parties hereto.

2. That the Kennewick Company shall convey, or secure the conveyance by the Northern Pacific Railway Company, to the Milwaukee Company, of all rights of way for said railway over lands owned by the said Kennewick Company, or by the said Northern Pacific Railway Company, such rights of way to be one hundred (100) feet in width, having fifty (50) feet on each side of the center line of the railroad of the Milwaukee Company constructed as aforesaid, with such extra widths as may be necessary for the construction, maintenance and operation of said railway. The purchase price for such rights of way shall be agreed upon between the par-

ties hereto and in the event the said parties are unable to agree upon ^{such} price, the Milwaukee Company shall have the right to have such compensation assessed and determined in proceedings under the eminent domain statutes of the State of Washington.

3. If at any time the Kennewick Company shall so elect it may, upon written notice to the Milwaukee Company, become an equal joint owner with the Milwaukee Company, of all of that portion of said railway extending between the west line of section ten (10), in township thirteen (13) north, range twenty-five (25) E.W.M. and the north line of section eleven (11), township thirteen (13) north, range twenty-three (23) East, W.M., including all stations, spurs, sidings and other conveniences and appurtenances appertaining unto said portion of said railway, upon paying to the Milwaukee Company one-half of the total cost and expense of the construction of said portion of said railway, including the stations, spurs, sidings, conveniences and appurtenances appertaining thereto; and upon making such payment the Kennewick Company shall have the right to enter upon, occupy and operate jointly with the Milwaukee Company, its successors and assigns, all that portion of said railroad and appurtenances between the west line of section ten (10), township thirteen (13) north, range twenty-five (25) East, W. M. and the north line of section eleven (11) township thirteen (13) north, range twenty-three (23) East, W. M. and shall have the right to connect any railway constructed or owned by it with the said joint railway at said termini, or either thereof; Provided, however, that the Milwaukee Company may, notwithstanding anything herein contained, make all necessary or desirable changes in the elevation and alignment of its said railway, or otherwise improve the same, not, however, so as by such changes or improvements to render its use impracticable to the Kennewick Company, and the cost of such changes and improvements shall be deemed and considered as a part of the cost of said railway and shall be included in determining the amount which the Kennewick Company shall pay to the Milwaukee Company for the one-half interest in said railway as aforesaid.

4. In case the Kennewick Company shall purchase and acquire said equal and undivided one-half interest in said portion of said railway and its appurtenances as aforesaid, the parties hereto shall thereupon enter into an arrangement or agreement for the joint use and operation thereof, which agreement shall reserve to the Milwaukee Company the control of the operation and maintenance of the railway between said termini and shall contain other provisions such as are usual in agreements for the joint operation of a railway under similar conditions; and if the said parties shall not be able to agree upon the terms and conditions of said agreement, or any thereof, the same shall be submitted to arbitration in the usual manner of arbitration between railway companies, or if the parties do not so agree, then an arbitration shall be had in accordance with the provisions of the laws of the State of Washington.

5. If and whenever, by reason of the amount of business that shall be transacted by the parties hereto, as such equal joint owners upon that portion of the railroad and appurtenances between the termini hereinbefore described, the said single track, in the judgment of either such joint owner, is inadequate or too congested to accommodate the traffic of such joint owners, it is further agreed that the Milwaukee Company, its successors or assigns, shall construct a second track upon such right of way between said termini, or a center line and grade to be mutually agreed upon; and in the event of disagreement as to any question pertaining to said second track, the controversy shall be arbitrated in the manner hereinbefore provided; and each such joint owner shall pay one-half of the cost of construction of said second track, and, upon the completion thereof, ready for operation, the said joint ownership shall ter-

minate, and thereafter, each party then being the owner of such undivided one-half interest, shall own and operate its own individual track, the Milwaukee Company, its successors or assigns, to have, own and retain the northerly track, and the Kennewick Company, its successors or assigns, to have, own and retain the southerly track, and each such individual owner shall thereafter own and have the possession of that portion of the right of way pertaining to its own track and bounded and divided by a line midway between the center lines of said respective tracks, unless some other division shall then and there be agreed upon between such individual owners.

6. The covenants and agreements contained herein shall bind the parties hereto, their successors and assigns, and shall inure in favor of the successors and assigns of the party for whose benefit made.

7. This agreement shall be deemed and considered as a substitute for the said agreement of February 14, 1910, between the Chicago, Milwaukee & Puget Sound Railway Company and the said Kennewick Company and the said agreement of February 14, 1910 is hereby by mutual consent abrogated and rescinded.

IN WITNESS WHEREOF, the parties hereto have caused these articles to be executed and acknowledged by their respective officers thereunto duly authorized and attested with their corporate seals.

Done in duplicate originals the day and year first herein set forth.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY,

By A. J. Earling
President.

Attest:

(Seal)
E. W. Adams
Secretary.

KENNEWICK NORTHERN RAILWAY COMPANY

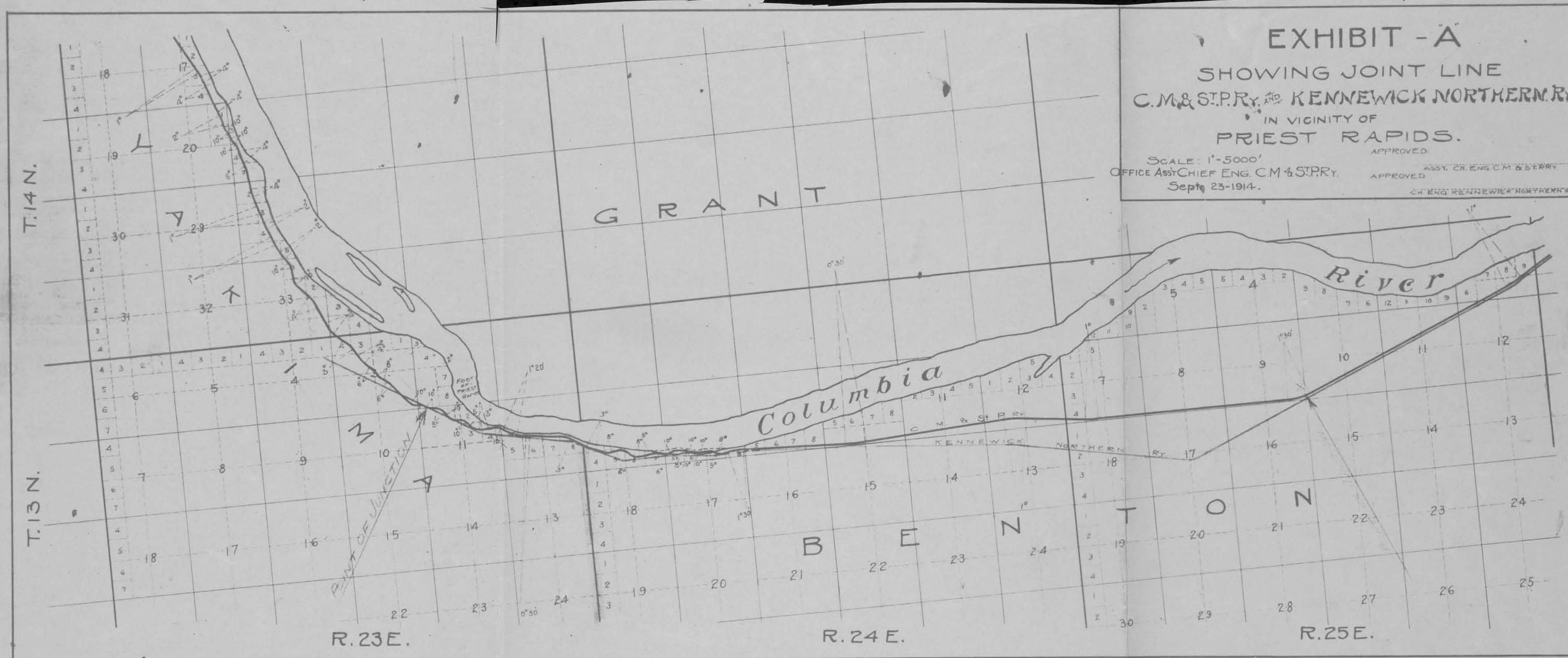
By George T. Reid
President.

Attest:

(Seal)
M. P. Martin
Secretary.

1888
15-D

See map for details of joint line
between C.M. & St. P. Ry. and
Kennewick Northern Ry.



OFFICE OF
CHIEF ENGINEER
MAY
6
1915
NOR. PAC. RY.
ST. PAUL, MINN.

4477

K-177

Tacoma, Washington, May 3, 1915.

Mr. W. L. Darling,
Chief Engineer.

Dear Sir:

As per your request of the 13th ultimo I am forwarding under separate cover one negative print of exhibit map attached to contract dated March 10, 1915, between the Chicago, Milwaukee and St. Paul Railway and the Kennewick and Northern Railway covering joint use of right of way along the Columbia River near Priest Rapids.

Yours truly,

110-8
9-23-1914

W-P

Enc

A. R. Coon
Principal Assistant Engineer.

Imp
709m
NSG 3/6

RE.S.
Rec'd + filed
as noted
5/7

St. Paul, Minn., April 13, 1915.

Mr. A. R. Cook,
Prin. Asst. Engr.,
Tacoma, Washington.

Dear Sir:

Will you please request from the Chicago, Milwaukee and St. Paul Railway a copy of solar negative of the exhibit attached to contract dated March 10, 1915, with the Chicago, Milwaukee & St. Paul Railway and the Kennewick Northern Railway covering adjustment of right of way along the Columbia River near Priests Rapids. The exhibit being dated September 23rd, 1914.

Yours truly,

Chief Engineer.

REG-A

X

mw

St. Paul, Minnesota. December 23, 1914.

WLD-0

Mr. George T. Slade,
First Vice President.

Dear Sir:-

In accordance with your letter of the 22nd instant I have initialed the contract and signed the exhibit. I call your attention to the fact that it is a controlling situation for a low grade line. The Kennewick & Northern Railway had rights along the bluffs which the Milwaukee respected in making the former contract. The Milwaukee line as now constructed might seriously interfere with such a line, or at least materially increase its construction cost. This is called to your attention so it can be considered before concluding contract.

Yours truly,

Chief Engineer.


Encl.

St. Paul, December 22, 1914.

Mr. W. L. Darling:

I have discussed with Mr. Cooper the matter referred to in your letter of the 21st, proposed joint right of way and tracks with the Chicago, Milwaukee & St. Paul Railway in Benton County, Washington.

The possibility, however, of our wishing to avail ourselves of the privilege given by this contract is, as you know, extremely remote. It happened that we had a little property which the Milwaukee wanted to use. Instead of selling this property outright, we retained, for ourselves, the right to use the track which the Milwaukee might build in common with that Company, as recited in the contract. If we should ever wish to avail ourselves of this contract, other supplemental agreements would have to be made. It, therefore, seems, as there are no glaring errors in the contract which Judge Reid has executed, that we had better put it through as it stands. Will you, therefore, please initial the contract and sign the exhibit?



St. Paul, Minnesota. December 21, 1914.

WLD-0

Mr. George T. Slade,
First Vice President.

Dear Sir:-

I return herewith contract with the Milwaukee Company for proposed joint right of way and tracks in Benton County.

The contract recites that there has been a change in the location and grade line but there is no profile exhibit attached to show what this change is in profile.

The contract also provides that the Kennewick Northern Railway Company has the right to occupy jointly with the Milwaukee Company that portion of the line between terminals indicated. It would be much more satisfactory if the contract should read "all or any portion" of the line between those points.

Possibly it will be more desirable to use the first six southerly miles on the old Kennewick Northern location where it does not conflict with the Milwaukee.

Yours truly,

Encl.

Chief Engineer.

St. Paul, Minn., December 16, 1914.

Mr. W. L. Darling:

I enclose herewith a proposed contract between the Chicago, Milwaukee and Puget Sound Railway Company and the Kennewick Northern Railway Company, relative to certain joint right of way matters and tracks in Benton County, Washington, together with a letter from Judge Reid in connection therewith.

Will you kindly look this over at your convenience and initial the contract and approve the exhibit if they meet with your approval, returning papers to me?

George J. Shaden
Pay

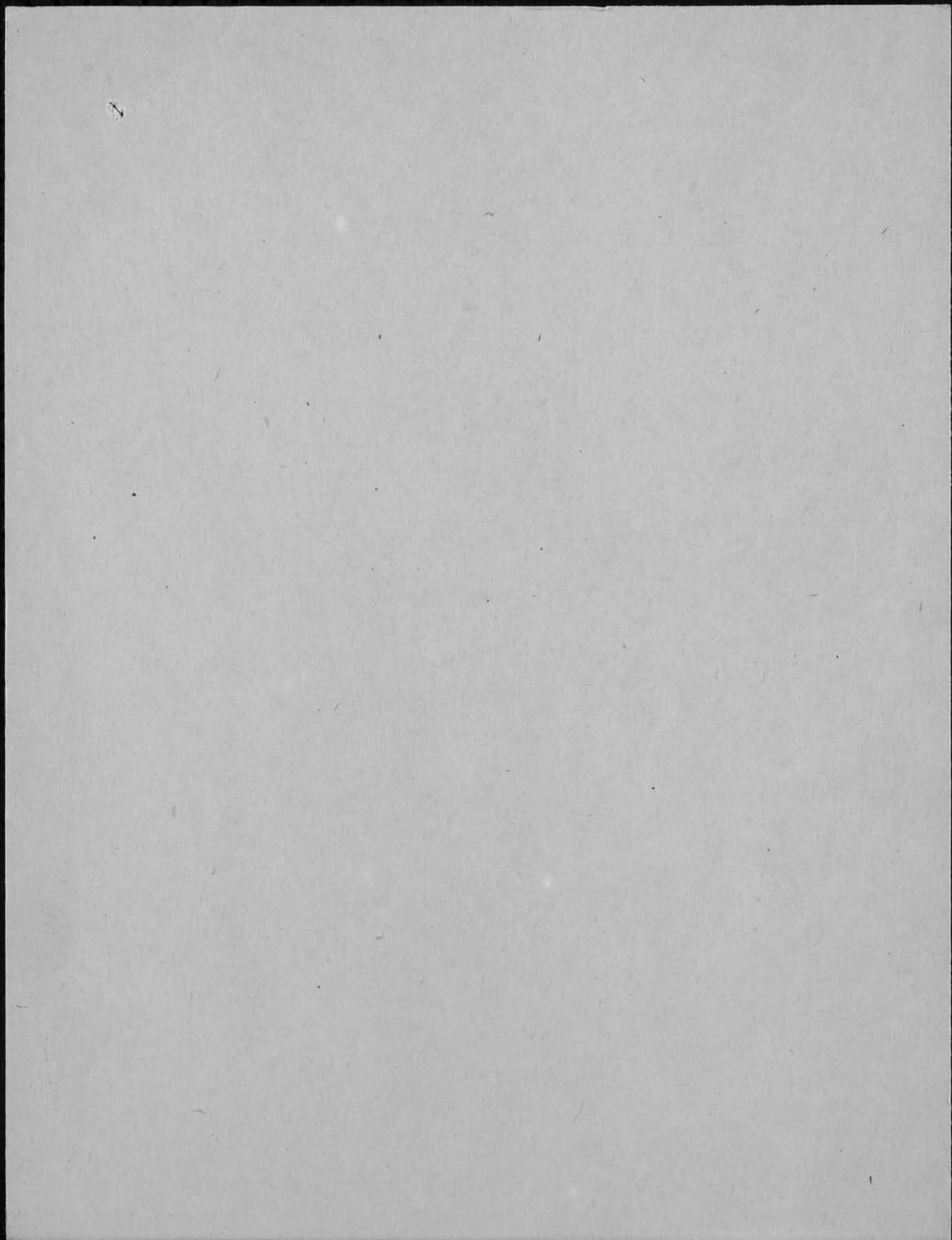
JHR How does this vary in location from original

Contract No. 177

Mr. Darling

The later contract covers, at the extreme west end, about one mile more of railway than the first contract and, with the exception of this additional mile, the two locations, barring slight changes in curvature, are identical. No comparison of grades can be made as the new contract has no profile exhibit

12/18/14



4477