



Northern Pacific Railway Company.  
Engineering Department Records.

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N. P. 1757  
6-24

OFFICE OF

*Chief Engineer*

FILE NO.

*82 11*

SUBJECT:

*Govan Wash*

*General*

*8211*

82 11

B-2

cc: Mr. R. A. Juba - Original of permit is attached. Please note it supersedes and terminates as of August 1, 1967 Permit No. 58813.

Mr. G. W. Thompson ) Copy attached.  
Mr. D. Feinovich )  
Mr. D. H. Shoemaker )  
Mr. G. F. Hill )

8211

Oct. 4, 1967

Mr. Paul Davis, Night of Day Supervisor  
Pacific Northwest Bell Telephone Company  
1201 East Union Street  
Seattle, Wash. 98122

File Ref.: #16496

Dear Mr. Davis:

Thank you for your letter of Sept. 25 in connection with Permit No. 98608 covering installation of a telephone cable crossing at Govan.

An executed copy of the permit is returned herewith. Please note that we have taken the liberty of making the rental shown in Paragraph 1 effective Jan. 1, 1968. This was done in order that the billing date would coincide with that under Permit No. 58813 which is being terminated by the attached permit. Incidentally your check has not yet been received but it is assumed it will reach us in due course.

Yours very truly,  
RICHARD D. LARSON  
Western Manager  
Industrial Development

CHIEF OF  
ENGINEER

By: Katherine Goforth  
Lease Clerk

OCT 7 1967

NORTHERN PACIFIC RY. CO.  
ST. PAUL, MINN.



NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called Railway Company, hereby grants permission to **PACIFIC NORTHWEST BELL TELEPHONE COMPANY, a Washington corporation,**

hereinafter called Permittee, to construct, maintain, and operate an electric line with the necessary poles, crossarms, wires, conduits, and other fixtures appurtenant thereto across the premises of Railway Company along the course described as follows:

An underground telephone cable crossing Railway Company's 200-foot right of way for its Washington Central Branch and beneath its tracks in the SW1/4 of Section 20, Township 26 North, Range 32 East, W.M., in the County of Lincoln, State of Washington, at Govan station, intersecting the center line of Railway Company's main track as now constructed at a point therein distant 376 feet easterly, measured along said center line, from Mile Post 81 (which mile post is 3553 feet westerly, measured along said center line, from the east line of said section).

This permission is given upon the following terms:

1. Permittee will pay in advance **thirty five and no/100 dollars (\$35.00)**

for the first five-year period and **ten and no/100 dollars (\$10.00)**

for each subsequent five years that this permit remains in effect and will also pay all taxes and assessments that may be levied or assessed against the improvements. Railway Company reserves the right to change the said charge at any time while this permit remains in effect upon thirty (30) days' written notice. The provision for payment for each five years in no way impairs Railway Company's right to terminate this permit pursuant to Paragraph 10 hereof.

2. The electric line and appurtenances shall be constructed and maintained in accordance with the National Electric Safety Code and laws of the State of **Washington** and in accordance with plans heretofore submitted by Permittee and approved by Railway Company.

3. All cost of construction and maintenance shall be paid by Permittee. The Superintendent of Communications of Railway Company will decide what portion, if any, of the work will be done by Railway Company, and for such work Permittee will pay the estimated cost thereof before the work is commenced. If the actual cost exceeds the estimate, Permittee will pay the additional amount when called upon, and if the actual cost is less than the estimate Railway Company will repay the surplus.

4. If in the judgment of the Superintendent of Communications of Railway Company, the construction or maintenance of the electric line herein contemplated necessitates any change or alteration in the location or arrangement of any other electric wires or appurtenances located upon the premises of Railway Company, the cost of such change or alteration will be paid by Permittee.

5. Railway Company shall have the right to decide the necessity of repairs to said electric line or appurtenances and upon written request from Railway Company Permittee shall promptly make such repairs. If at any time it becomes necessary in the judgment of Railway Company for reasons of safety or otherwise, to change the location, elevation, or method of construction of the electric line and appurtenances, such changes will be made by Permittee within thirty days after being requested to do so and in such manner as Railway Company shall direct. **transmitting telephone signals**

6. The electric line shall be used for the sole purpose of ~~transmitting telephone signals~~ at a potential not to exceed **210** volts.

7. This permit shall be binding upon, and inure to the benefit of the parties, their successors and assigns; provided, however, that Permittee shall not assign this permit or any interest therein without Railway Company's written consent.

8. Permittee agrees that the wires and appurtenances and the use of the same for conducting electric current shall not damage the railroad or structures of Railway Company, or the property of The Western Union Telegraph Company, or any other property upon the premises of Railway Company, or be a menace to the safety of Railway Company's operations or any other operations conducted on said premises. Permittee does hereby release, indemnify, and save harmless Railway Company and The Western Union Telegraph Company, their successors and assigns, from and against all loss, damages, claims, demands, actions, causes of action, costs, and expenses of every character which may result from any injury to or death of any person whomsoever, including but not limited to employees and agents of the parties hereto, or from loss of or damage to property of any kind or nature to whomsoever belonging, including but not limited to property owned by, leased to, or in the care, custody, and control of the parties hereto, when such injury, death, loss, or damage is caused or contributed to by, or arises from, the construction, installation, maintenance, condition, use, operation, or existence of said electric line upon such railroad premises.

9. After the completion of construction of said electric line and appurtenances or any repairs thereto, Permittee shall remove from the premises of Railway Company, to the satisfaction of the Superintendent of Communications of Railway Company, all false work and equipment used in the installation or repair work.

10. Railway Company shall have the right to terminate this permit, and the same shall terminate, at the expiration of ninety (90) days after the giving of written notice of intention to terminate the same. Any such notice shall be good if deposited in the United States mails addressed to Permittee at **1201 East Union St., Seattle, Washington 98121**. Permittee shall fail to remove any material or property owned by it within the time prescribed in a notice of termination, Railway Company may appropriate such property to its own use without compensation, or may remove the same at the expense of Permittee.

11. It is understood by the parties that said electric line will be in danger of injury or destruction by fire or other causes incident to the operation, maintenance, or improvement of the railway, and Permittee accepts this permit subject to such dangers. It is therefore agreed, as one of the material considerations of this permit, without which the same would not be granted, that Permittee hereby assumes all risk of loss, damage, or destruction to said electric line without regard to whether such loss be occasioned by fire or sparks from locomotive engines or other causes incident to or arising from the movement of locomotives, trains, or cars of any kind, misplaced switches, or in any respect from the operation, maintenance, or improvement of the railway, or to whether such loss or damage be the result of negligence or misconduct of any person in the employ or service of Railway Company, or of defective appliances, engines, or machinery, and Permittee does hereby save and hold harmless Railway Company from all such damage, claims, and losses.

12. It is agreed that the provisions of Sections 8 and 11 are for the equal protection of any other railroad company or companies heretofore or hereafter granted the joint use of Railway Company's property upon which the above described electric current line is located.

13. This permission is granted subject to permits, leases, and licenses, if any, heretofore granted by Railway Company affecting the premises upon which said electric line is located.

14. The words "electric line" as used herein shall be deemed to mean "telephone cable".

15. This permit is effective as of the date hereof and supersedes and terminates (over)

IN WITNESS WHEREOF the parties hereto have executed these presents this **first** day of **August** 19 **67**.

NORTHERN PACIFIC RAILWAY COMPANY,

By **Western Manager Industrial Development**

**PACIFIC NORTHWEST BELL TELEPHONE COMPANY**

Witnesses to Signature of Permittee:

By \_\_\_\_\_  
(Title)

15. (cont.) as of that date that certain permit numbered 58813 and dated November 15, 1940 from Railway Company to a predecessor in interest of Permittee herein; provided that such termination shall impair no right or obligation thereunder before the effective date hereof.



No. 110

8211

Deed No. 312 Wash. Central Br.

Plat No. 95

St. Paul, Minn. Oct. 16

19 40

Corres File No. 19270

Authority: Compt. No. 644

19 40

State Wash.

County Lincoln

Imp. Sketch

Permit from Daniel Williams and wife for widening, etc., of  
channel near Govan, Wash.

## RIGHT OF WAY CHANGE MEMORANDUM

Division Idaho

By permit W-11280 dated September 30, 1940 Daniel Williams and Mary J. Williams of Almira, Wash., granted the Northern Pacific Railway Company permission to deepen and widen the channel for the existing creek flowing under Railway Company's bridge #85-1, to construct and maintain a dike off the right of way in the NE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub> of Section 27, Township 26 North, Range 31 East, W. M., also release of all damages.

Note - Permit shown colored red on plat attached.

Recorded October 3, 1940 in Volume 87 of Deeds on page 569.

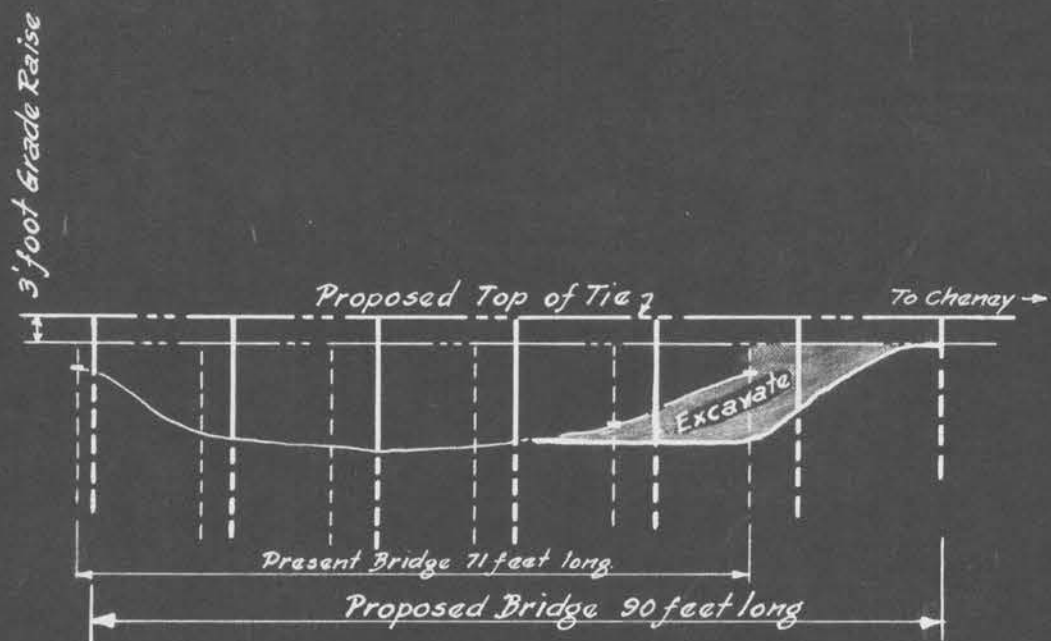
RECORD MADE IN	
DRAFTING ROOM ST. PAUL	
STA. PLAT.....	TRACK PROFILE..... ✓
R/W. MAP.....	COND. PROFILE.....
RAIL PLAT.....	E. & B. CHART.....
TRK. RECORD.....	BLDG. RECORD.....
BY <i>IPW</i>	DATE <i>3/12/41</i>

Chief Engineer  
Asst. Tax Commissioner

Copies to:

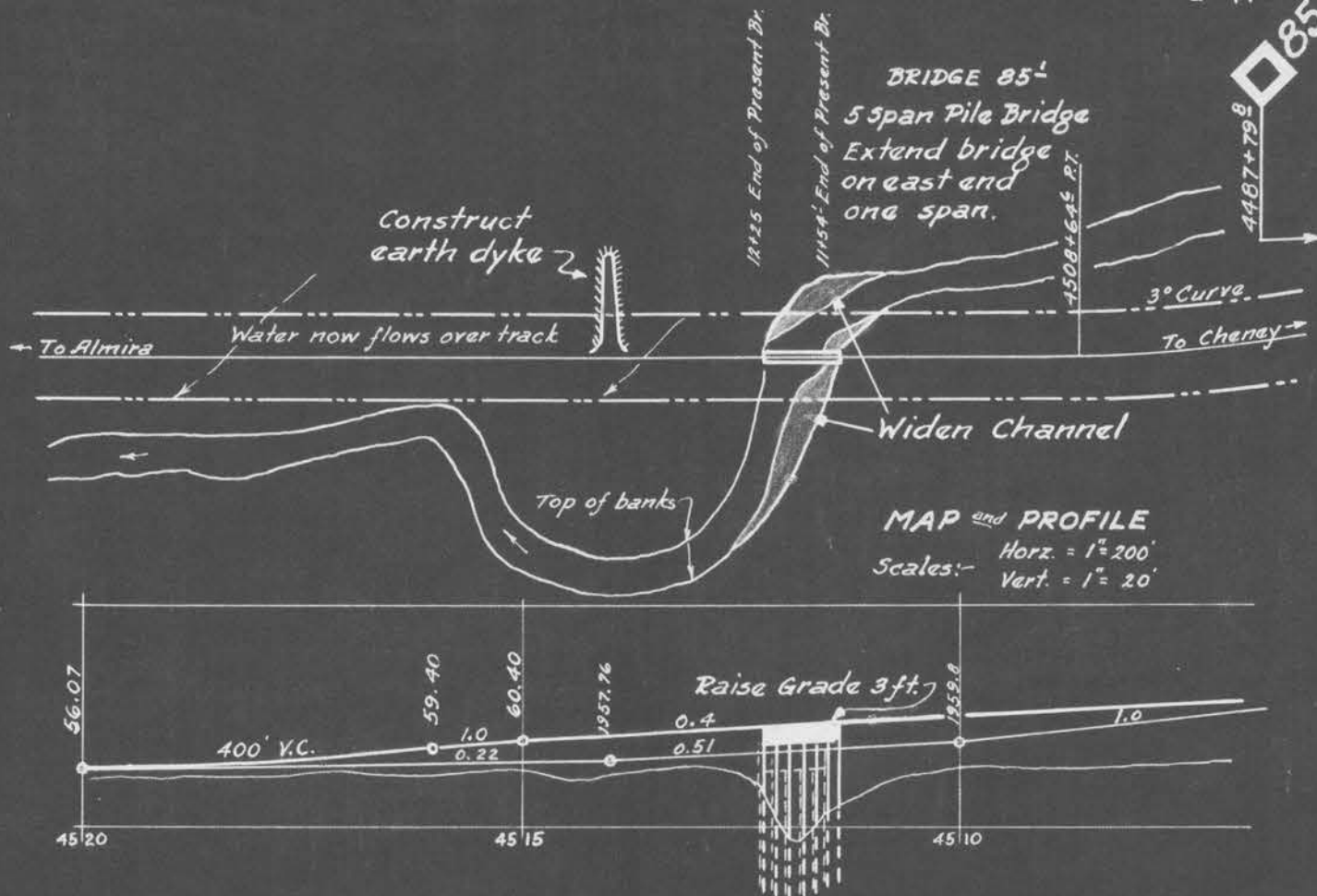
J. E. THAMES,  
Eastern Right of Way Agent

Messrs. Stotler, Tremaine and Brastrup notified by Mr. V.E. Williams



ELEVATION  
Scale 1" = 20'

New bridge as per Std. Plan 8-1-1



Drainage Area = 70 sq. miles

N. P. RY

Idaho Division Washington Central Branch  
BRIDGE 85- NEAR GOVAN, WASH.  
REBUILD, EXTEND AND RAISE BRIDGE  
IMPROVE CHANNEL AND BUILD DYKE

Scales as noted

Office of Bridge Engineer St. Paul, Minn. June 24, 1940.

Valuation Section Washington 12

New Work shown \_\_\_\_\_  
Removals shown - - - - -



8211  
Yell. Divn, Train #206  
August 26, 1933

Mr. A. F. Stotler:

Your letter of the 17th transmitting plans and specifications for overhead crossing of our track by State Road No. 2 at Govan, Wash. -

The plans and specifications have been checked and the bridge is found to be designed for H-15 loading without impact. The wearing surface on the bridge is shown to be concrete. There is a No. 22 gauge galvanized sheet iron fastened to the underside of the stringers over the railroad track evidently as protection against fire. The action of locomotive blast will undoubtedly soon cut away such thin material and it will not be of value for very long. In fact I wonder if later it will not prove to be a fire hazard in that sparks may lodge in the holes that will evidently form. There should be a more substantial construction.

In regard to the 25 ft. vertical clearance called for in our agreement with the State. I am wondering if for this line we should insist on increasing the clearance above 22 ft. 6 in. shown on the plan. We were fortunate in getting the State to agree to bear the entire cost of construction and maintenance, and very possibly any ballasting will be taken care of without limiting the vertical clearance.

BB:wp

B

8211  
MFC

Saint Paul, August 23, 1933.

Mr. Bernard Blum:

I return herewith plans and specifications for an overhead timber highway bridge at Govan, between Almira and Wilbur on the Washington Central Branch.

The bridge is designed for H-15 loading without impact. The side and vertical clearances are O. K. I do not think it necessary to provide a 23 foot vertical clearance.

The wearing surface on the bridge is concrete. Under the timber stringers over the track, galvanized iron will be placed. The action of locomotive blast will soon cut away this thin metal and it is of very little value.

*MB Clements*

Bridge Engineer.

Encl.

ST. PAUL, MINN.  
JAN 14 1933  
1933  
400  
CHIEF OF ENGINEERING



8211

St Paul, August 21, 1933

Mr. M. F. Clements:

We have entered into a contract with the State of Washington permitting them to construct an overhead highway bridge crossing the Washington Central Branch between Almira and Wilbur.

Attached is copy of the State of Washington's plans and specifications covering the overhead, together with Mr. Stotler's letter. Will you please have checked and advise if satisfactory.

I question if we should arbitrarily order the 23 foot vertical clearance inasmuch as the State are going to bear the entire cost of the crossing.

BB h

REH.  
Plans & specifications filed, -  
# 755-31.

J. A. L.  
Jm.

8211  
Seattle, Washington,  
August 17, 1933.

52-2



Mr. Bernard Blum:

Govan - Overhead crossing for  
State Road #2

Our agreement with the State of Washington, dated July 29, 1933, covers an overhead crossing for State Road #2 at Govan, and under paragraph #3 of this agreement the State is to furnish plans of this overhead crossing for our approval.

I am attaching hereto State of Washington plans and specifications covering this overhead crossing and wish you would please have same checked and advise if you consider them satisfactory.

I might add that our agreement mentioned above calls for a 23-ft. vertical clearance; however, I note the plans attached hereto only show 22 ft. 6 inches. Due to a possible track raise in the future, we will insist that the bridge be constructed with a 23-ft. vertical clearance.

You will remember this is the job on which we had trouble about the State furnishing a bond and the outcome was no bond was mentioned in their agreement.

Wish to call your attention to the clause in the specifications attached on page #4 from which it would appear the State admits under Supreme Court decision that they would be found liable for any loss or damage suffered by the Railway Company.

ANB

cc HMT  
CCC

*G. F. Stahl* 2

Doc. 16134

Saint Paul, Minnesota,

August 11, 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. R. Wales, District Accountant, Tacoma  
Mr. J. L. Watson, Right of Way Commissioner  
Mr. V. E. Williams, Western Right of Way Agent, Seattle  
Mr. W. O. Sloan, General Manager, Seattle  
Mr. R. T. Taylor, Superintendent, Spokane  
Mr. E. E. Dildine, Superintendent Telegraph  
Mr. E. L. Mackenroth, Ass't Sup't Telegraph, Seattle  
Mr. Bernard Blum, Chief Engineer (2)  
Mr. A. F. Stotler, Ass't Chief Engineer, Seattle

Herewith copy of agreement dated July 29,  
1933, between State of Washington and Nor. Pac. Ry. Co.,  
covering highway bridge over N. P. tracks near Govan,  
Washington.

Please acknowledge receipt on the enclosed  
form.

A. M. Gottschald,

Assistant Secretary.

Enclosure

b

1244-  
Profile } 8/14/33  
R/W map } Hal  
P/H.



ST. PAUL, MINN.  
JUL 11 1983  
R.Y.  
CHIEF OF ENGINEERING

CONTRACT made this 29th day of July, 1933, between the STATE OF WASHINGTON, acting through its Highway Department, hereinafter called "State", and the NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereinafter called "Railway Company".

In consideration of the mutual dependent promises herein set forth, the parties agree as follows:-

I.

A map hereto attached, identified by signatures of representatives of the respective parties, is hereby made a part of this contract.

LBdap  
BB  
FDMc  
JLW

II.

The Railway Company grants to the State an easement to construct and maintain a highway bridge of permanent or semi-permanent material for its State Road No. 2, on and over the tracks and right of way of the Railway Company for its Washington Central Branch of its Idaho Division in the Southeast Quarter of Northwest Quarter (SE $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section Nineteen (19), Township Twenty-six (26) North, Range Thirty-two (32) East, W.M., Lincoln County, State of Washington, as shown colored solid red on the attached map, near Govan, Washington, together with the right to extend slopes for said highway bridge and the approaches thereto on said right of way of the Railway Company colored solid red on the attached map. The rights hereby granted shall continue so long as they are so used for highway purposes. The only consideration for this grant shall be as hereinafter provided, and the Railway Company hereby expressly releases the State, its officers, agents and employees, from any and all claims for the value of its property so taken and used, and damage to the remainder arising from the proper construction of said bridge.

III.

In consideration of the rights hereby granted by the Railway Company to the State, it is understood and agreed that the entire cost of the construction and maintenance of said bridge and its approaches shall be borne by the State. It is also understood and agreed that detailed plans for the construction of said highway bridge and the approaches thereto, including plans for false work in connection with said bridge, shall be submitted by the Director of Highways for the approval of the Railway Company's Engineer in advance of construction, and that the manner of construction and maintenance of said highway bridge and approaches, including all false work, shall be satisfactory to the Engineer of the Railway Company. Horizontal and vertical clearances for such bridge shall not be less than as shown on the attached map. The slopes of the approaches shall be constructed and maintained so that the theoretical toes shall not be less than twenty (20) feet from the center line of the Railway Company's track at a point equivalent to the bottom of ties in such track.

IV.

Should the construction or maintenance of said highway bridge and its approaches require any changes in the facilities of the Railway Company, including its tracks, roadbed, telegraph or telephone line, or the use of flagmen for the protection of the Railway Company's operation during the time construction or

maintenance work is in progress, the State agrees that it will reimburse the Railway Company, upon bills rendered, for all or any such cost and expense occasioned thereby.

V.

The State further agrees that it will not unnecessarily obstruct any cross or lateral drainage but if it is necessary to do so, the State shall, at its own cost and expense, make such changes as will protect the property.

VI.

The State agrees that in any contract which it shall let for performance of any work contemplated by this contract, it shall be provided that the contractor shall perform all the work in connection therewith, provided in this contract to be done by the State; that said contractor shall do such work in a careful and prudent manner so as not to interfere with or impede the operations of the Railway Company, damage the property of the Railway Company or injure its employees or others upon its property, and that said contractor shall indemnify and save harmless the Railway Company from any and all claims, loss, cost, damage or expense arising in any manner out of or in any manner connected with the work performed by such contractor.

VII.

The State will cut and remove or cause to be cut and removed, without cost or expense to the Railway Company, all noxious weeds and vegetation growing on the tract of land colored in red on the attached map, such work of cutting and removal to be done at such times and with such frequency as to comply with state and local laws and regulations.

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

Approved as to form:-

STATE OF WASHINGTON

E. R. Donnelly.

By L. V. Munrow,  
Director of Highways.

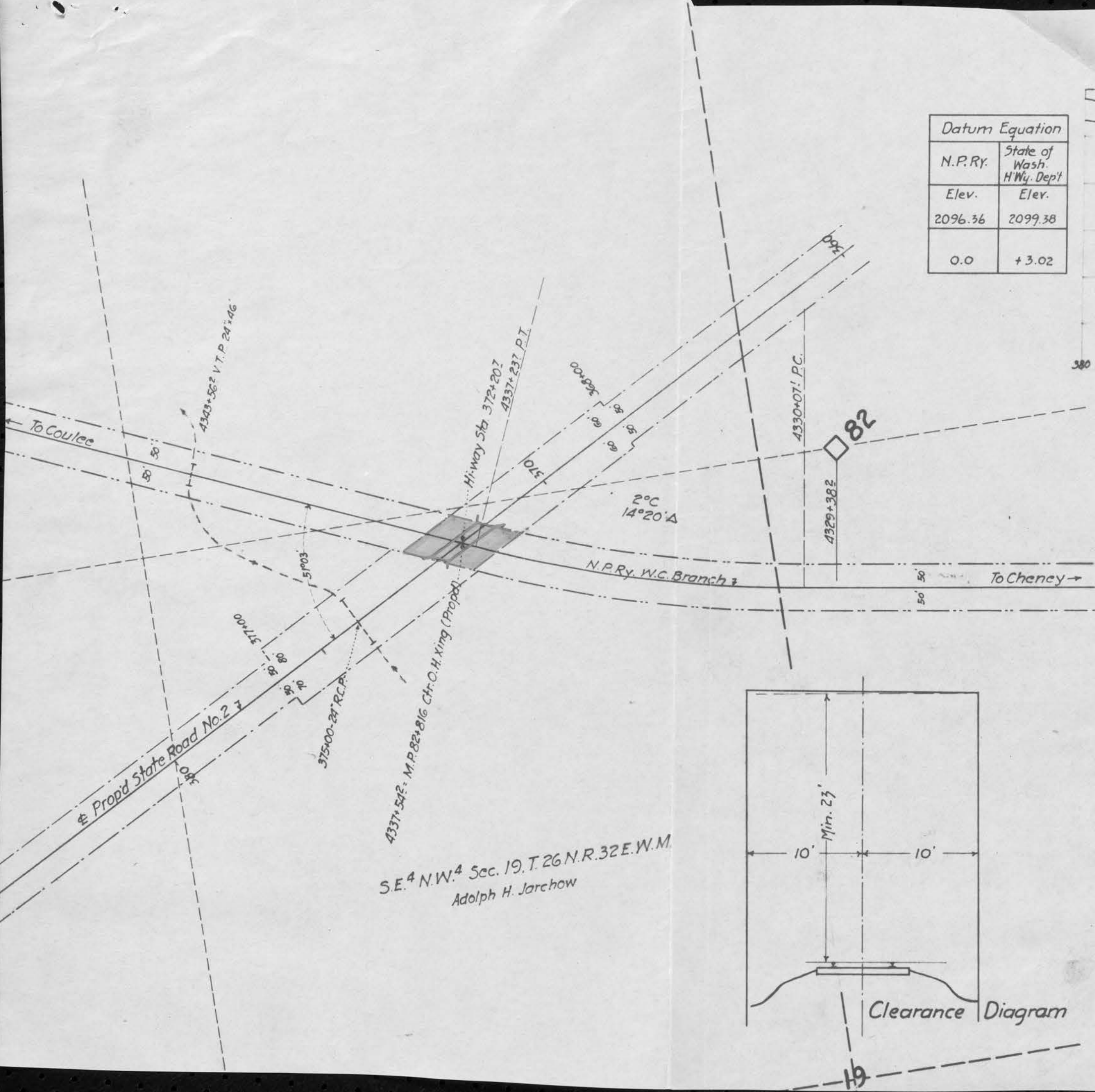
WITNESSES:-

NORTHERN PACIFIC RAILWAY COMPANY

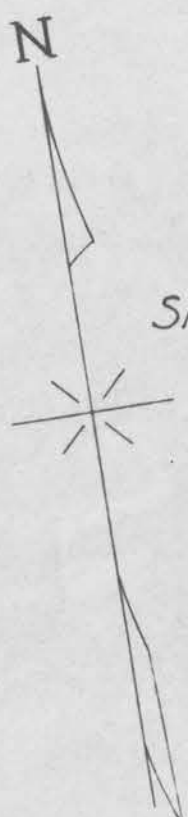
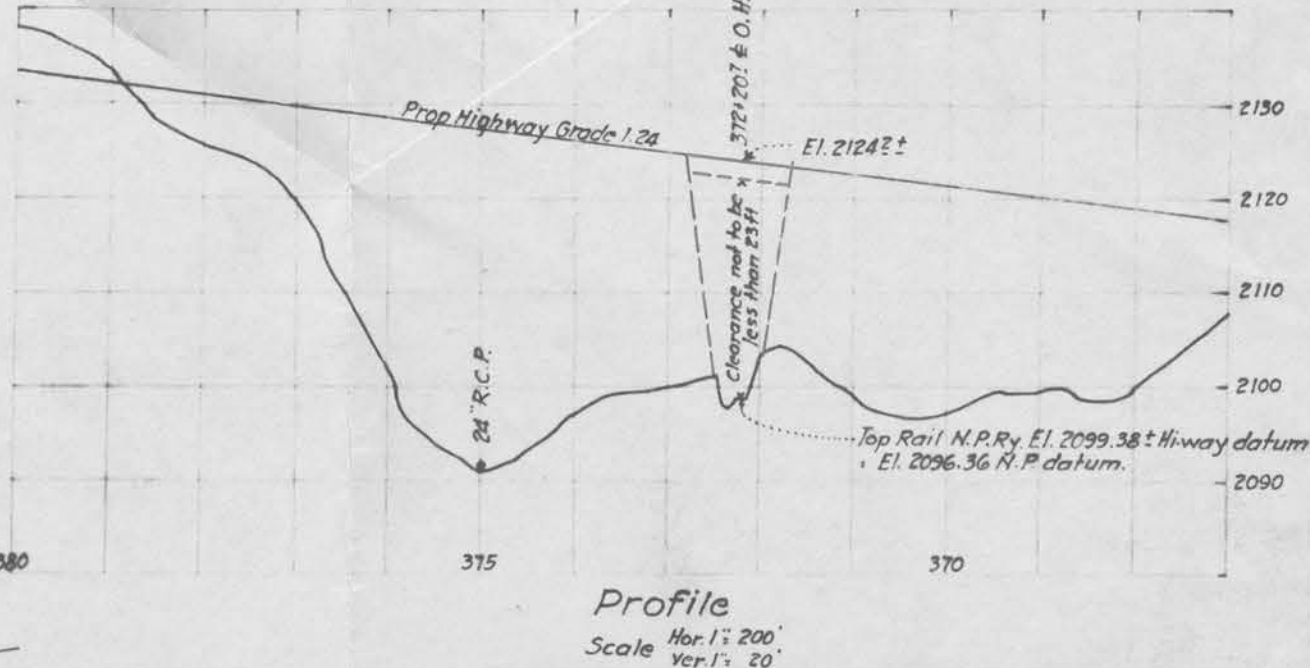
E. L. Ledding  
R. D. VanVoorhis.

By H. E. Stevens,  
Its Vice President.





Datum Equation	
N.P. Ry.	State of Wash. H.Wy. Dep't
Elev.	Elev.
2096.36	2099.38
O.O	+ 3.02



N.P. Ry.  
Idaho Division Wash. Central Br.  
**Exhibit.**  
Showing proposed encroachment of State Road No. 2  
at M.P. 82+816  
in S.E. 4 N.W. 4 Sec. 19, T. 26 N. R. 32 E. W.M. Lincoln Co.  
near  
**Govan, Washington**

Scale 1" = 200'  
Office of Dist. Engr. Spokane, Wash. Nov. 9, 1931  
Revised Dec. 17 - 1932  
Propd. encroachment shown:

Approved  
Northern Pacific Ry.

Asst. Chief Engr.  
State of Washington  
by \_\_\_\_\_  
title \_\_\_\_\_

605-8

205-8

✓

8211

Saint Paul, August 2, 1933

Mr. A. F. Stotler:

Your letter July 7th forwarding agreement with the State of Washington for overhead bridge near Govan, on the Washington Central Branch:

In view of the fact that Mr. DePonte had apparently agreed with the Asst. Attorney General to waive the bond, I forwarded the agreement with the statement that while I was loath to approve without bond protection, I felt the Railway Company was committed in this instance. Mr. Stevens has executed the contract and the State's copy is returned herewith for transmittal to them.

BB h



Saint Paul, July 29th, 1933

MR. BERNARD BLUM:

Your letter of July 12th with which you enclosed proposed contract with the State of Washington for construction and maintenance of a highway bridge on state road No. 2 over our tracks on the Washington Central Branch, near Govan:

I have executed the agreement and return a copy for transmittal to the State.

cc-Mr. A.M. Gottschald

A large, stylized handwritten signature in dark ink, featuring a prominent loop and a long, sweeping tail.



On #3 Rocky Mtn Division,  
July 12th, 1933

8211

Mr. H. E. Stevens:

During the fall of 1931 the Washington Highway Department relocated State Road #2 between Wilbur and Almira and provided for a crossing of our Washington Central Branch near Govan. In connection with that project the State requested easement for approaches to the overhead crossing and they were advised we would permit such encroachment provided they bore the entire expense of the crossing.

Nothing further was done at that time as the State were not ready to proceed but early this spring they advised they were ready to go ahead with the project and matter was negotiated with them for a contract. Contract and form of bond were prepared and sent to the State but there was some delay due to changes in the Highway Commission, and the Assistant Attorney General, who passes on these contracts, objected to the bond clause. The Assistant Attorney General took the matter up with Mr. DePonte and Mr. DePonte, in letter dated June 12th to the Assistant Attorney General agreed to waive the bond requirement. On learning of same I protested to Mr. DePonte and Mr. Stotler also discussed the matter with Mr. DePonte and feels that we should not waive the bond. However, it seems that the Railway Company is committed in the matter, and while I dislike to approve a contract without the bond protection, I think we will have to do so in this case.

The agreement provides that the State are to bear all the cost of the bridge.

I called Mr. Lyons' attention to this situation and under date of July 1st he wrote me that he agreed we ought to secure bonds when work is done on our right of way by outside interests whenever possible, but when we deal with the State we cannot always do what we would like to. I take it in this case Mr. Lyons feels that we will have to waive the bond.

I have initialed the agreement which has been executed by the State.

BB:h  
cc Mr. Stotler





Seattle, Wash.,  
July 7, 1933.

52-2  
0-122-3

Mr. Bernard Blum:

Govan, Wash. Central Branch, Idaho Divn:  
Proposed State highway overhead crossing.

Referring to your letter of June 30, 1933, in reply to mine of June 19, regarding request of the State of Washington that the Railway Company waive bond, in connection with agreement covering construction of an overhead crossing by the State at its entire expense near Govan on the Washington Central Branch, and you consider that to protect the Railway Company the bond should be furnished.

Heretofore we have had no difficulty in securing bond and as I was unaware of the origin of the State's protest, I went to Olympia and met Mr. Hoffman, recently appointed Construction Engineer, who formerly held the same position under former State Highway Director Allen; also his Assistant, Mr. Porak, who was formerly Office Engineer under former State Highway Director Humes, and found that Mr. Porak was the one who objected to the bond, stating that it increased the State's expense. He called attention to the recent bond furnished by Contractors constructing the State highway on right of way near Lyall on the SP&S Ry., which was for \$150,000., premium being \$7,500., and of course premium was included in bid. I believe the Great Northern has similar situations on its main line and also demanded a high bond.

I advised that the situation at Lyle was an exceptional case, and as it was hazardous it was my opinion that a bond of this amount should be furnished. In the discussion I also pointed out that liability insurance would be of no protection to the Railway Company and that, further, it was <sup>not</sup> possible for the State to control the Contractors so as to avoid any accident or blocking of tracks thru shooting. Reply was made that the State would hold out a certain proportion of the estimate to reimburse the Railway Company for any expense it might be put to and I pointed out that there are many of these jobs where the Bonding Company is responsible for the completion of the work and there are prior liens against the work and while the State's performance bond is for the amount of bid, it overruns, in which case there would be no surplus for protection and these are the ones which are the most hazardous to the Railway Company. We took the position

B.B.

-2-

July 7, 1933.

that if we had a bond the State would also be protected, as well as the Railway Company, whereas if we had liability insurance and the State's protection, so far as possible in the way of a performance bond, there would be endless litigation. I also mentioned that the bond had a moral effect on the Contractor and that the Railway Company could not be expected to accept the responsibility of highway construction on its right of way without having proper bond protection.

While Mr. Hoffman did not so state, I gained the impression, after pointing out our position, that hereafter the State would submit proposals, specifications and plans to the Railway Company before they apply for easement and after going over same, if there is any hazard from which the Railway Company wish protection, each case should be treated on its merits as to amount of bond required. However, I do not know just how much authority Mr. Hoffman has in this respect, as the Attorney General may not be in accord with him. This is a matter which we will have to follow up with the State so as to maintain our position.

On my return from Olympia I gave Mr. da Ponte a verbal report of the discussion with the State representatives, as above referred to. He thought that inasmuch as the State is paying the entire expense of this overhead crossing, we should not make this particular case a point of issue but should waive the bond, with the understanding that it should not establish a precedent and that the matter of bond for other highway encroachments will be taken up individually and each be judged on its merits.

I protested and stated that we should have a bond but I have copy of a letter from Mr. da Ponte, addressed to Mr. E.P. Donnelly, Assistant Attorney General, dated June 22, with which he submitted form of agreement for Govan crossing, which does not contain bond requirement, although it is stated that this particular agreement should not establish a precedent in this respect.

On July 3 Mr. Murrow, Director of Highways, returned contract submitted by Mr. da Ponte, duly executed on the part of the State and I am attaching both copies of same for signature on the part of the Railway Company, one copy to be returned to me for transmittal to the State for its files. I note that Mr. da Ponte wrote you on July 3, in reply to yours of June 30 to me, of which he received copy, and that he states his position. However, as I am not in agreement with him, I have not initialed the contract.

AFS:L

Encl.

Copy to Messrs. Coman, Sloan, daPonte

*XC of agreement all for your files*





8170  
copy

CONTRACT made this 29<sup>th</sup> day of July, 1933,  
between the STATE OF WASHINGTON, acting through its Highway Department, hereinafter called "State", and the NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereinafter called "Railway Company".

In consideration of the mutual dependent promises herein set forth, the parties agree as follows:-

I.

A map hereto attached, identified by signatures of representatives of the respective parties, is hereby made a part of this contract.

II.

The Railway Company grants to the State an easement to construct and maintain a highway bridge of permanent or semi-permanent material for its State Road No. 2, on and over the tracks and right of way of the Railway Company for its Washington Central Branch of its Idaho Division in the Southeast Quarter of Northwest Quarter (SE $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section Nineteen (19), Township Twenty-six (26) North, Range Thirty-two (32) East, W.M., Lincoln County, State of Washington, as shown colored solid red on the attached map, near Covan, Washington, together with the right to extend slopes for said highway bridge and the approaches thereto on said right of way of the Railway Company colored solid red on the attached map. The rights hereby granted shall continue so long as they are so used for highway purposes. The only consideration for this grant shall be as hereinafter provided, and the Railway Company hereby expressly releases the State, its officers, agents and employees, from any and all claims for the value of its property so taken and used, and damage to the remainder arising from the proper construction of said bridge.

III.

In consideration of the rights hereby granted by the Railway Company to the State, it is understood and agreed that the entire cost

of the construction and maintenance of said bridge and its approaches shall be borne by the State. It is also understood and agreed that detailed plans for the construction of said highway bridge and the approaches thereto, including plans for false work in connection with said bridge, shall be submitted by the Director of Highways for the approval of the Railway Company's Engineer in advance of construction, and that the manner of construction and maintenance of said highway bridge and approaches, including all false work, shall be satisfactory to the Engineer of the Railway Company. Horizontal and vertical clearances for such bridge shall not be less than as shown on the attached map. The slopes of the approaches shall be constructed and maintained so that the theoretical toes shall not be less than twenty (20) feet from the center line of the Railway Company's track at a point equivalent to the bottom of ties in such track.

#### IV.

Should the construction or maintenance of said highway bridge and its approaches require any changes in the facilities of the Railway Company, including its tracks, roadbed, telegraph or telephone line, or the use of flagmen for the protection of the Railway Company's operation during the time construction or maintenance work is in progress, the State agrees that it will reimburse the Railway Company, upon bills rendered, for all or any such cost and expense occasioned thereby.

#### V.

The State further agrees that it will not unnecessarily obstruct any cross or lateral drainage but if it is necessary to do so, the State shall, at its own cost and expense, make such changes as will protect the property.

#### VI.

The State agrees that in any contract which it shall let for



performance of any work contemplated by this contract, it shall be provided that the contractor shall perform all the work in connection therewith, provided in this contract to be done by the State; that said contractor shall do such work in a careful and prudent manner so as not to interfere with or impede the operations of the Railway Company, damage the property of the Railway Company or injure its employees or others upon its property, and that said contractor shall indemnify and save harmless the Railway Company from any and all claims, loss, cost, damage or expense arising in any manner out of or in any manner connected with the work performed by such contractor.

VII.

The State will cut and remove or cause to be cut and removed, without cost or expense to the Railway Company, all noxious weeds and vegetation growing on the tract of land colored in red on the attached map, such work of cutting and removal to be done at such times and with such frequency as to comply with state and local laws and regulations.

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

Approved as to form:-

E. Donnelly

STATE OF WASHINGTON

By: Z. P. Munson  
Director of Highways

WITNESSES:-

E. L. Leasing  
R. D. Van Voorhis

NORTHERN PACIFIC RAILWAY COMPANY

By: H. B. Stevens  
Its Vice President

8211  
Seattle, Washington,  
July 3, 1933.

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

Dear Sir:-

Re:- Govan Overcrossing.

I have read your letter of the 30th to Mr. Stotler regarding bonds.

Of course I agree with you that we should have a bond, but we are confronted with a condition and not a theory. Uncompromising insistence might result in throwing the matter before the Department and thus destroying the satisfactory working conditions under which we have been operating. We will of course do the best possible as the occasion arises.

The particular crossing involved here would have been a very poor one to bring the matter to a head, as the State is bearing all of the expense.

Yours very truly,

*L. B. De Ponte*

daP-d

cc- A.F. Stotler

*B*

CHIEF  
OFFICE  
ENGINE  
JUL 1983  
JOP. TAC. RY  
ST. PAUL, MINN.



8211

St. Paul, Minn., July 1, 1933.

Subject: 2561-27

Mr. Bernard Blum:

I have your letter of June 30 in regard to securing bonds when work is done on our right of way by outside interests. I agree with you that we ought to secure such bonds whenever possible. As you know, when we deal with the State, we can not always do what we would like to do.

L-b

*D. F. Lyons.*  
General Counsel.

B



ST. PAUL, MINN.  
JUL 1933  
OFFICE OF  
THE  
JUL 1933  
ST. PAUL, MINN.

8211

Saint Paul, June 30, 1933

Mr. D. F. Lyons:

Herewith copy of my letter to Mr. Stotler in regard to obtaining bonds for highway construction work in the State of Washington.

In connection with overhead crossing at Govan, which is to be built by the State at their expense, Mr. daPonte waived the bond requirement at the request of the Assistant Attorney General at Olympia. \$5000 bond had been asked for. In my opinion for such an overhead crossing \$5000 bond is inadequate. I recently advised the State of Montana we would ask a minimum bond of \$10,000 in any case. I think \$15,000 for an overhead crossing is as low as we should go and preferably it should be \$25,000.

Do you agree with me that we should continue to insist so far as possible on being furnished with such protective bonds when work is being done on our right of way by outside interests.

BB h

Saint Paul, June 30, 1933

Mr. A. F. Stetler:

Your letter of the 19th in regard to waiving of bond by the State of Washington covering construction of overhead crossing by them at Coven, on the Washington Central Branch:

I feel, as you do, that we should have a bond for all such construction carried out on the property of the Railway Company whether by the State's forces or under contract let by the State. We have had several cases where injuries occurred in connection with such construction work and our Law Department are now appealing a decision in District Court wherein plaintiff won a suit for \$15,000. Through neglect we failed to obtain bond although we had originally requested that such bond be furnished. Several years ago in Montana in connection with highway construction on the Butte Line it cost the Railway Company several thousand dollars due to our failure to obtain a bond. Recently on the Red Lake Branch the grading contractor's automobile, driven by himself, was wrecked and the contractor badly injured. We waived bond in that case and I do not know what the outcome of the matter is going to be.

We have not had a great deal of difficulty in other States in obtaining bonds and I am of the opinion we should do everything possible to have suitable bonds in sufficient amount furnished in each case.

In the case in question the State will construct an overhead crossing involving considerable hazard to the Railway Company. In my opinion reliance on the State watching the work and seeing that the contractor is careful is not practical at all times. Contractors in doing such work would not knowingly follow out unsafe practices, but we do know that accidents occur. In my opinion it is a protection to the state as well as the Railway Co.

I hope you can work this out further with Mr. dePonte and obtain his support in this view.

BB:h

cc Mr. D F Lyons  
Mr. W E Coman  
Mr L B dePonte

Saint Paul, June 29, 1933



Mr. BERNARD BLUM:

Referring to your notation on Mr. Stotler's letter of June 19th with file attached, in regard to waiving bond of the State's contractor in connection with the construction of overhead highway bridge at Govan, Wash.:

I do not believe that the hazard at this particular location has been to any extent decreased by the fact that it is on a branch line and that we run only a small number of trains. In fact this condition would probably cause the contractor to take chances which he probably would not attempt to do on a main line where trains are more frequently operated. It is, of course obvious that in this particular instance we cannot go through with our usual policy and insist on contractor furnishing bond, since Mr. da Ponte has formally waived the necessity for the State's contractor providing bond.

I cannot quite agree with him that the Railway Company's representative closely watching the work would reduce materially the State's contractor's hazard, as after all the work is done under the supervision of the state, and if we placed a duplicate inspector on the ground, the arrangement usually causes trouble at the expense of the contractor. Furthermore, any defect in construction or design might be attributed to the railway Com-



Mr. Blum - #2

pany if they insisted on any change being made during the period of construction. This situation is likewise true if a hazard actually occurred, because such hazard might be attributed to the position taken by the company's inspector.

I believe that in this instance we should request the Operating Dept. to issue a bulletin requiring all trains to stop before they pass under the structure during the period of construction. It might also be well to have a section flagman assigned for the period during which the contractor is actually working over the track. This expense should, I believe be properly borne by the State.

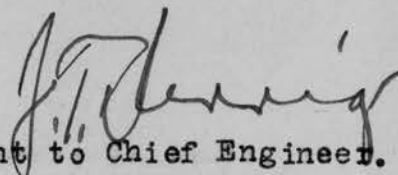
We have made good progress in recent years toward having state highway contractors provide suitable bonds on all other bridges where they are working over our tracks, and in addition we have been obtaining bonds where contractors are working parallel to our track, particularly where there is any shooting being done. In the case of constructing bridge at Mandan, the state's contractor building the approaches to the state bridge provided suitable bond, although the work was not on the railway company's right of way.

It is my opinion that bond should be provided in all cases where the state's contractor is working over the railway's tracks such as the bridge at Govan, and I do not believe that any

Mr. Blum - #3

exceptions should be made. Furthermore, it seems to me that this matter should be determined as a system policy and ruled on by our executive officers. The policy of the Northern Pacific should of course be consistent to that which other roads are following in construction matters of this kind, and possibly it would be well to have all railroads agree on a general policy to follow in the preparation of these bonds.

You will recall sometime ago Mr. Stotler stated that contractors were objecting to providing bond due to the fact that Insurance Companies were charging exorbitant premiums. Our investigation discloses that there has been no material increase in this class of premiums where first class contractors are involved, but Insurance Companies are charging high rates where a contractor is not financially responsible. Contractor's trouble in obtaining bond has been increased in the past year due to the fact that they are taking work with the margin of profit in doubt.

  
Assistant to Chief Engineer.

JTD-w

8211  
Saint Paul, June 29, 1933.

Mr. BERNARD BLUM:

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Mr. Blum - #3

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Assistant to Chief Engineer.

JTD-w

Saint Paul, June 29, 1933.

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Mr. Blum - #2

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Mr. Blum - #3

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You will recall sometime ago Mr. Stotler stated that contractors were objecting to providing bond due to the fact that Insurance Companies were charging exorbitant premiums. Our investigation discloses that there has been no material increase in this class of premiums where first class contractors are involved, but Insurance Companies are charging high rates where a contractor is not financially responsible. Contractor's trouble in obtaining bond has been increased in the past year due to the fact that they are taking work with the margin of profit in doubt.

Assistant to Chief Engineer.

JTD-w



Seattle, Wash.,  
June 19, 1933.

52-2

Mr. Bernard Blum:

Govan, Wash. Central Branch, Idaho Divn:  
Proposed State highway overhead crossing.

Please see my letter to Mr. da Ponte of January 5, 1933, copy to you, with which data was furnished to the Law Dept. for preparation of agreement with the State, covering highway overhead crossing at Govan, on the Wash. Central Branch, the State to bear all expense.

In draft of agreement it was recommended that the State instruct bidders that bond should be furnished, to the amount of \$5,000. for the Railway Company's protection, and contract was written on this basis. The State, however, held same up, I suppose on account of changes in the new Administration, and Mr. Donnelly, Asst. Attorney General, who passes on these contracts, objects to the bond clause. There has been correspondence between Mr. Donnelly and Mr. da Ponte regarding this question and I am attaching copy of Mr. da Ponte's letters to Mr. Donnelly dated May 25 and June 12 and Mr. Donnelly's reply to Mr. da Ponte of June 14.

The State now wishes to proceed with the work at Govan and Mr. da Ponte has agreed to let them go ahead without any bond clause, but we should not establish a precedent and the matter will be further discussed from that standpoint. I discussed this point with Mr. da Ponte, protesting the elimination of the bond clause, with the understanding that it may be advisable for me to go to Olympia and discuss with Mr. Murrow, the new Director of Highways, presenting arguments why we should have bond furnished by Contractor. We do not know who has originated the objection, whether the Bond Company or the Contractors.

✓ AFS:L  
Encl.

Copy to  
Mr. da Ponte

*J.T.D.*  
*6/23*  
*Pls discuss with me*  
*B.B.*  
*Oz Stollen*

(COPY)

STATE OF WASHINGTON  
Office of  
Attorney General

Olympia, June 14, 1933.

Mr. L. B. da Ponte,  
Western Counsel,  
909 Smith Tower,  
Seattle, Washington.

Dear Sir:

Re: Overhead highway crossing, Govan.

I quite agree with you that it will be unnecessary to require a bond or insurance policy in connection with the contract for this bridge. The State will let the work to a reliable Contractor. I appreciate the consideration you have given this matter and before another similar situation arises I will attempt to see if a satisfactory rider for an insurance policy cannot be prepared.

I am sure that our Highway Dept. will watch the Contractor closely as the work progresses and will check up on the work when it is completed to see that it has been performed according to the true meaning of our agreement. As soon as I receive the tentative agreement from the Dept. of Public Works with their approval I will return it to you so that you can strike the provision requiring a bond or insurance policy.

Respectfully yours,

E. P. DONNELLY

Asst. Attorney General.



(COPY)

June 12, 1933.

Mr. E. P. Donnelly,  
Assistant Attorney General,  
Olympia, Washington.

Dear Sir:

Re: Overhead highway crossing, Govan.

Referring to your letter of May 27, 1933:

Public liability and property damage insurance as written covering owners and Contractors in this State, exempts employees of the assured and property of the assured. The assured in such a policy, if written in the name of the Northern Pacific, would, of course, be the Northern Pacific, and its employees and property would be exempted from protection. Those, of course, are some of the very items which we desire to cover.

Public liability insurance is all that the name implies, and is only intended to cover the public and is not intended in any way to cover liability for injury and damage to the employees and property of the assured. This statement is made because after taking up with three of the Companies here engaged in writing such insurance, no form of policy could be found on file that would cover the situation. Any rider attached to such a public liability policy, so changing it as to cover the situation, would probably increase the rate so as to be as high as the bond premium. If the policy is taken in the name of the Contractor on the highway work, if he damaged us or injured one of our employees thru his fault, we could recover, but if we were negligent or the damage occurred thru our fault, of course the Insurance Company would set that up as a defense and the insurance would not avail us anything. Would like to have you examine one of these public liability policies in view of the above, and see if you do not agree with me.

It is my understanding that at Govan, which is on our Washington Central Branch, we do not have very many train movements, and the risk of injury or damage is not so very great. This, of course, accounts for the fact that in the first draft of the contract we only asked for a \$5,000. bond, and in the contract as now drafted only ask for \$5,000. insurance. Possibly in this instance it will be as well to let the work go ahead without any bond or insurance, if let to a reliable Contractor, and then before another similar situation arises, possibly we can come to some agreement as to a bond or insurance. In consenting to let the work go ahead upon execution of the contract and without the giving of bond or insurance, we will rely upon the State's watching the work and seeing that the Contractor is careful, and also that the State check up when the work is completed and advises us and gives us an opportunity to submit bill covering any claim we may have under the contract before making payment to the Contractor.

Yours very truly,

BJ:D cc AFStotler

L. B. da PONTE

(COPY)

May 25, 1933.

Mr. E. P. Donnelly,  
Assistant Attorney General,  
Olympia, Washington.

Dear Sir:

I am sending you original and duplicate original of contract, covering Govan overhead crossing, corrected in accordance with our discussion yesterday.

I am also sending you rough draft of proposed form of insurance, worded to correspond with Paragraph VI of the contract.

You will note the last paragraph, which I believe we did not discuss. We have had this question up a number of times. It is intended to protect the Railway Company from the contention that its employees caused or contributed to the injury and that therefore the Contractor and the insurer are not liable. Our experience has been that a Contractor, or surety company, is liable to set up such a claim, no matter how the accident happened, with the result that, instead of having protection as was intended, we simply have a lawsuit. The Insurance Companies at first were inclined to object but all of them now acquiesce in this term. I might add that we have never had a dispute or controversy concerning it, although it has been inserted in a great many such contracts. You will, of course, readily appreciate that, without such specific protection, insurance is liable to be but little, if any, protection, as it is always possible to quibble over the cause of an accident.

Yours truly,

L. B. da PONTE

daP/EM  
Encls.

cc A.F.Stotler



N. P. 1386  
12-24

# TELEGRAM—BE BRIEF

TIME FILED

M.

St Paul Jan 20 1933

A F Stotler Seattle

L 6 I approve proposed change in type  
of construction B 202

Bernard Blum





N. P. 1386  
12-24

# TELEGRAM—BE BRIEF

TIME FILED

133 CFD

8211  
SEATTLE JAN 19 1933

BERNARD BLUM

ST PAUL

OFFICE OF M.  
CHIEF ENGINEER  
JAN 18  
1933  
DR. PAUL RY.  
ST. PAUL, MINN.

OVERHEAD CROSSING GOVAN WASH CENTRAL BRANCH SEE MY LETTER TO YOU NOV SEVENTH NINETEEN THIRTY ONE AND MY LETTER TO DAPONTE COPY TO YOU JANUARY FIFTH NINETEEN

THIRTY THREE STOP SUBMITTED CONTRACTS TO STATE ON BASIS OF PERMANENT CONSTRUCTION BUT SAME WAS RETURNED WITH REQUEST TO CHANGE WORDING TO READ

PERMANENT OR SEMI-PERMANENT CONSTRUCTION ACCOUNT STATE HAS NO ASSURANCE AT THIS TIME THAT MONEY WILL BE AVAILABLE TO COVER COST OF PERMANENT WORK

ACCORDINGLY STRUCTURE WOULD PROBABLY BE OF CREOSOTED MATERIAL STOP. STATE WILL BEAR ALL COSTS AND WE HAVE ADDED MAINTENANCE CLAUSE STOP

RECOMMEND APPROVAL OF PROPOSED CHANGE IN WORDING ADVISE IF YOU AGREE  
L-6

A F STOTLER

451 PM

✓  
K84 negative filed  
#124-153  
S.A. 8 Jan  
8211

302  
OFFICE OF  
CHIEF JAN  
9  
1933  
NOR. PAC. RY.  
ST. PAUL, MINN.

Seattle, Wash.,  
January 5, 1933.

Mr. L. B. de Ponte:

B  
Held for contract 52-2

Govan, Wash. Central Branch, Idaho Divn:  
Proposed overhead highway crossing.

The State Highway Dept. relocated State Road No. 2, Wilbur to Almira, in the Fall of 1931, so as to cross Northern Pacific tracks near Govan, on the Wash. Central Branch, being located at Northern Pacific Station 4337+54.2, N.P. Mile Post 82+816, being in the SE<sub>1</sub> of NW<sub>4</sub> of Section 19, Township 26 North, Range 32, E.W.M., Lincoln County, and at that time the State requested permission to grade the approaches, same encroaching on the right of way. In that there was no agreement, we had an understanding with the State that we would permit the encroachment, providing the Railway Company would not be required to participate in the cost of the overhead structure.

This is covered in my letter to Mr. Humes, dated October 26, 1931, of which you received copy, and I received a reply from the Director of Highways, Mr. S.J. Humes, by J. D. MacVicar, dated November 4, 1931, stating that he is authorized to inform me that the State will not insist on participation by the Railway Company in the cost of the proposed structure and further, that the State desires permission to make the crossing, which will be accomplished with due regard to the clearances which will be necessary in order to protect the snow removal feature which I mentioned, and that as soon as plans are completed same will be furnished to the Railway Company for approval.

The State has apparently not prepared its plans for going ahead with the overhead crossing and I have inquired of the State what the status is and have advice that other work was pressing and that they were not able to complete plans and while not so stated, it is my opinion that this overhead crossing will probably not be constructed until next year.

In that we have an understanding with the State at this time and I do not want to have the matter deferred until the new Administration takes office, I consider that we should prepare an agreement and submit to the State for execution as soon as we can do so.

I am attaching exhibit, in duplicate, to be made a part of the agreement, and think the usual clauses should be incorporated.

L.B. da P.

-2-

Jan. 5, 1933.

ated in same, for the protection of the Railway Company, including clause that the State, in letting contract, shall advise bidders to furnish bond in the amount of \$5,000. for the Railway Company's protection, in connection with construction of the overhead crossing.

The State to submit its plans to the Railway Company for approval, before commencement of the work.

as

Clearances to be shown on the exhibit, being horizontal clearances on each side of center of track of 10 feet, with vertical clearance of 23 feet.

On account of snow trouble the State should hold toe of slopes of the approaches at least 20 feet out from each side of center line of track.

State should bear expense for any changes in telegraph line which may be necessary.

AFS:L

Encl.

Copy to

Mr. Coman

Mr. Blum ✓

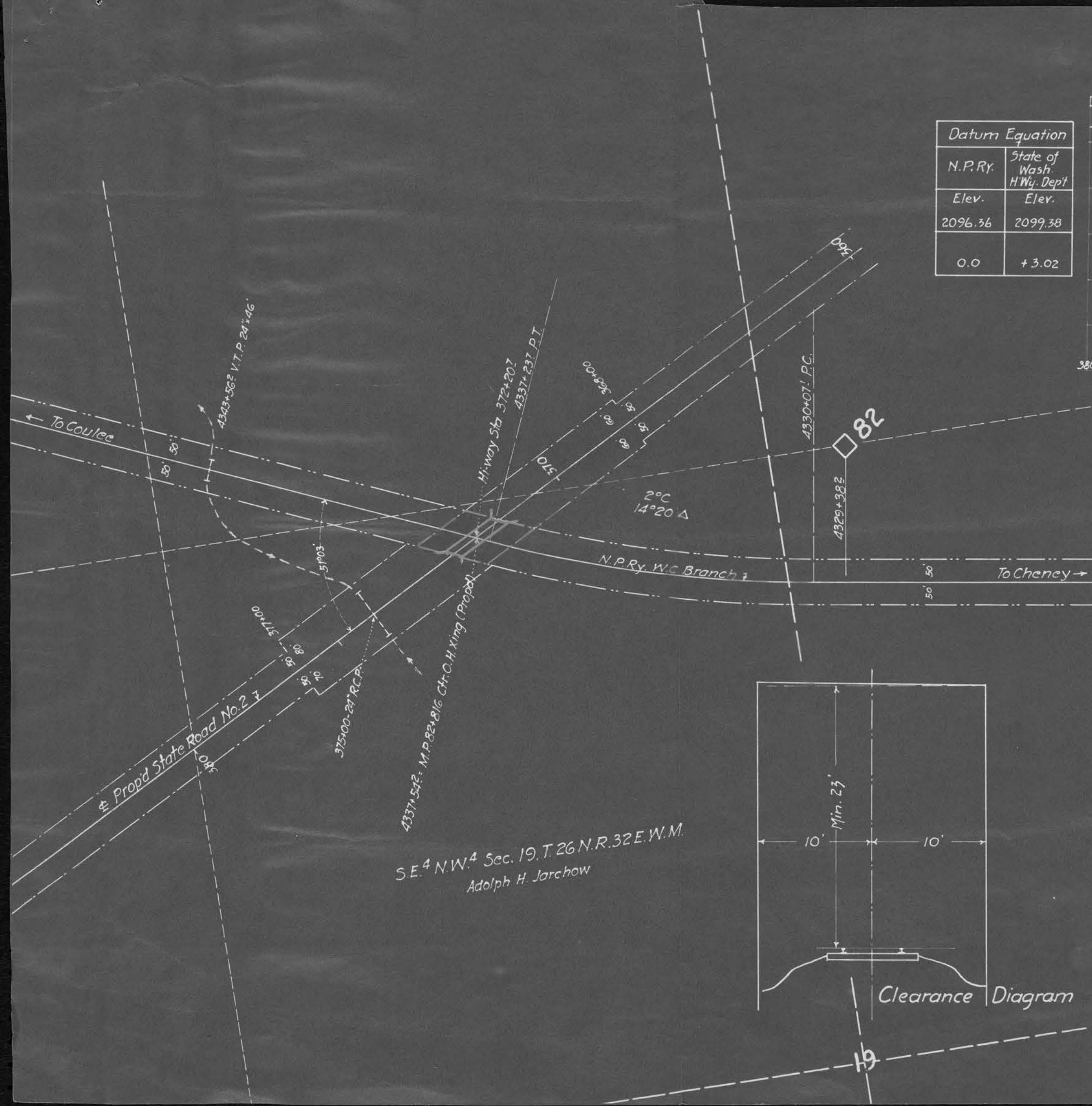
Mr. Sloan

Mr. Tremaine

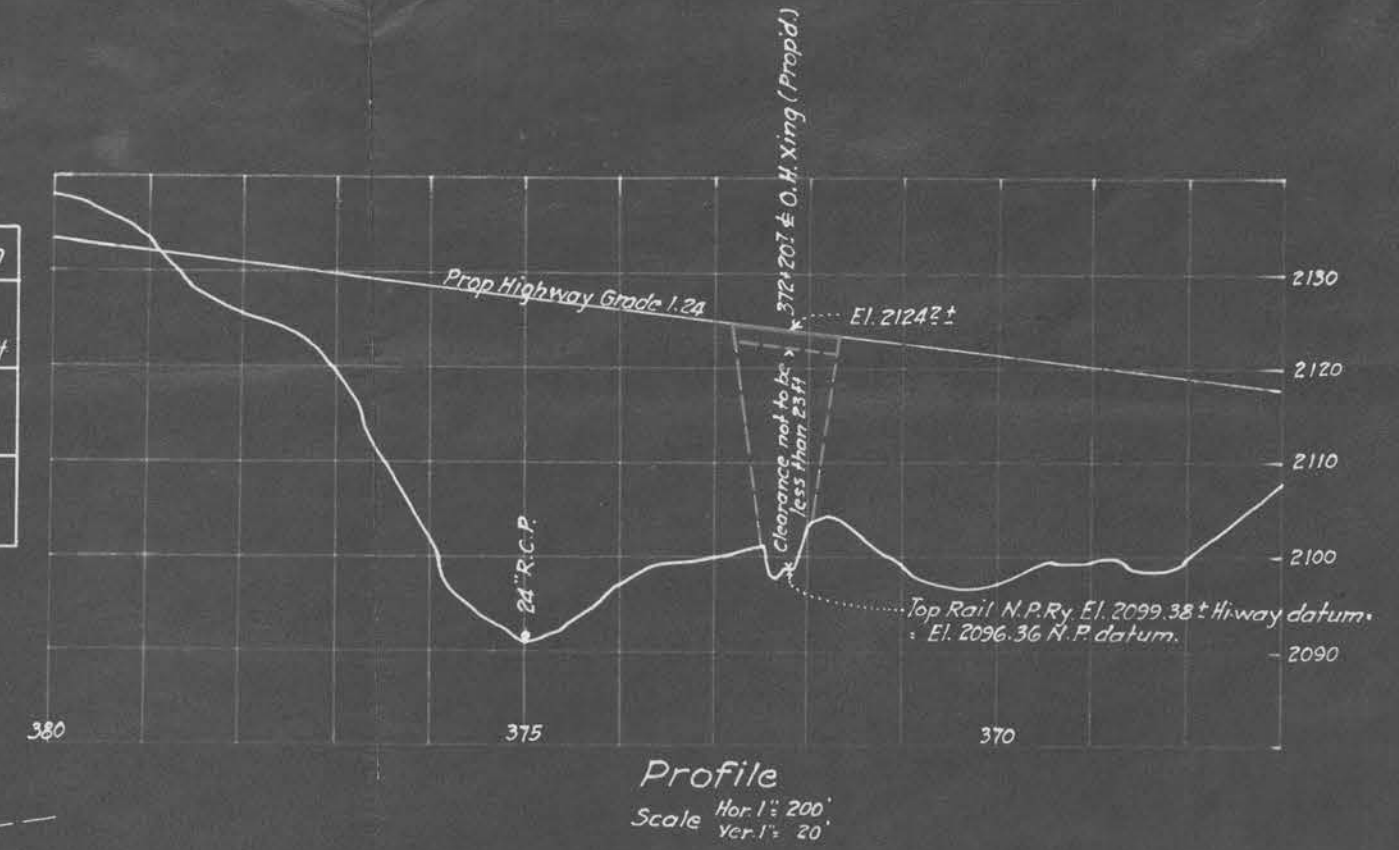
Mr. Taylor

Herewith negative and one print of exhibit. AFS





Datum Equation	
N.P. Ry.	State of Wash. Hwy. Dept
Elev.	Elev.
2096.36	2099.38
O.O	+ 3.02

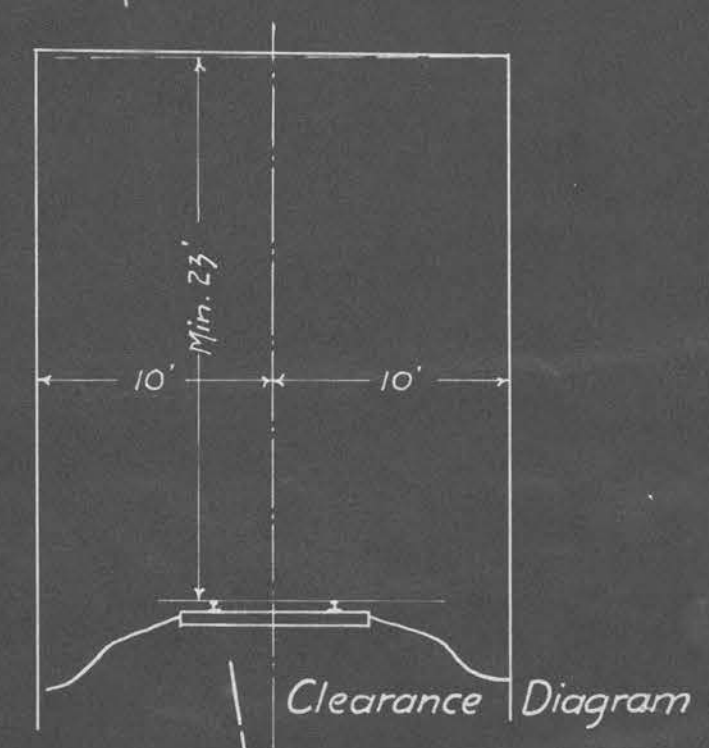


N.P.Ry.  
Idaho Division Wash. Central Br.  
Exhibit  
Showing proposed encroachment of State Road No. 2  
at M.P. 82+816  
in S.E. 4 N.W. 4 Sec. 19, T. 26 N. R. 32 E. W.M. Lincoln Co.  
near  
Govan, Washington

Scale 1" = 200'  
Office of Dist. Engr. Spokane, Wash. Nov. 9, 1931  
Revised Dec. 17 - 1932  
Propd. encroachment shown: ---

Approved  
Northern Pacific Ry.

Asst. Chief Engr.  
State of Washington  
by \_\_\_\_\_  
title \_\_\_\_\_



S.E. 4 N.W. 4 Sec. 19, T. 26 N. R. 32 E. W.M.  
Adolph H. Jarchow

205-8

8211

St Paul, November 10, 1931.

Mr. H. E. Stevens:

Recently the Washington Highway Department took up with us about construction of overhead highway bridge near Govan, on the Washington Central Branch, in connection with reconstruction of State Road #2. Mr. Stotler protested our participation in view of the small amount of business on the branch, furnishing of highway easement by the Railway Company, etc.

Mr. Humes, the State Highway Director, has just advised Mr. Stotler that the State will not insist on participation by the Railway Company in the cost of the structure but they will proceed with the work, the Railway Company to furnish easement to cover.

This shows a growing tendency on the part of the Highway Departments to be more fair with the Railroads and I think is a direct outcome of the progressive work we have been doing with them along these lines.

Chief Engineer.

BB h



8241  
Seattle, Wash.,  
November 7, 1931.

52-2

Mr. Bernard Blum:

Govan, Wash., W.C.B: Proposed new State  
Road No. 2, crossing overhead of Northern  
Pacific tracks.

---

Please be referred to my letter to Mr. Humes of  
October 26, copy to you, protesting the Railway Company's participa-  
tion in the State's proposed construction of overhead crossing of  
Northern Pacific tracks near Govan, Wash.

I have a letter from Mr. Humes, dated November 4,  
advising that he has been authorized to write me that the State will  
not insist on participation by the Railway Company in the cost of the  
structure, as proposed, but he desires that the Railway Company furn-  
ish the State with an easement covering this crossing, in order that  
the work of constructing the embankment for the approaches may proceed,  
as there is an encroachment on the right of way.


The State will submit a general plan showing clear-  
ances and type of construction for approval. When this is received  
will submit data for easement to be prepared by the Right of Way Dept.

This is the fourth overhead crossing in which the  
Railway Company has not been requested to participate and the State  
Highway Dept. has been very fair with the Railway Company.

AFS:L

Copy to

Mr. Coman  
Mr. Sloan  
Mr. Da Ponte  
Mr. Williams  
Mr. Tremaine





RECEIVED  
NOV 17 1931  
U.S. DEPT. OF AGRICULTURE  
WASHINGTON, D.C.

52-2

Mr. Bernard B. B.

Govan, Wash., W.C.B.: Proposed new State  
Road No. 2, crossing overhead of Northern  
Pacific tracks.

Please be referred to my letter to Mr. Humes of  
October 26, copy to you, protesting the Railway Company's participa-  
tion in the State's proposed construction of overhead crossing of  
Northern Pacific tracks near Govan, Wash.

I have a letter from Mr. Humes, dated November 4,  
advising that he has been authorized to write me that the State will  
not insist on participation by the Railway Company in the cost of the  
structure, as proposed, but he desires that the Railway Company main-  
tain the State with an easement covering this crossing, in order that  
the work of constructing the embankment for the approach may proceed,  
as there is an encroachment on the right of way.

The State will submit a general plan showing clear-  
ances and type of construction for approval. When this is received  
will submit data for easement to be prepared by the Right of Way Dept.

This is the fourth overhead crossing in which the  
Railway Company has not been requested to participate and the State  
Highway Dept. has been very fair with the Railway Company.

ATB:I

Copy to

Mr. Connel  
Mr. Sloan  
Mr. De Ponte  
Mr. Williams  
Mr. Tremaine

October 26, 1931.

Mr. S. J. James,  
State Highway Director,  
Olympia, Washington.

Attention: Mr. J.D. MacVicar

Covan, Wash., Washington Central Branch:  
Proposed new State highway crossing over-  
head of Northern Pacific tracks.

Dear Sir:-

Referring to your letter, File JDM SR.2, Wilbur-Almira, dated October 23, with four copies of blueprint, being Sheet 6 of 11 sheets, showing location of State Road No. 2 crossing overhead of Northern Pacific tracks on the Washington Central Branch near Covan, Wash. at N.P. Sta. 4337+56.2. You request that easement be furnished to the State for this overhead crossing and also that consideration be given to participation by the Railway Company in the cost of the structure, which will be approximately \$15,000.

This matter was discussed with you on Sept. 21, 1931, in a preliminary way, with other encroachments (you did not have full information) at which time I stated that a separation of grades was not justified at this location on account of the light rail traffic, due to the automobile truck and buss service and that the Railway Company's business has been falling off and service on this Branch has been reduced and does not average two trains per day, and that with the improvement of highways there will be further business taken from the Railway, resulting in still further reduction of train service. It is unreasonable to expect the Railway Company to participate in a separation of grades on this character of Branch Line and efforts for separations of grade should be held to the main line. Further, the Northern Pacific's revenues do not cover fixed charges and continuous separations of grade are a heavy burden.

Another feature is that the Northern Pacific in the past has furnished the State, without cost, with easements which, in my opinion, is sufficient consideration for taking care of a situation of this kind.

You wish permission to to extend embankments for the overhead crossing which is in process of construction, onto the Railway Company's right of way where the Contractor has been estopped from work, as no easement has been granted.

S.J.H.  
S.J.H.

-2-

Oct. 23, 1931.

In discussing this matter it has been found that your plan provides for a 51° crossing and the filling of the approaches will be at right angles to the highway but the northwesterly quadrant and the southeasterly quadrant of the slopes of the embankment of the approach will encroach extremely close to the track and I advised that on account of snow trouble we should have sufficient clearance and that it may be necessary to place a crib, preferably pre cast concrete, to protect the slopes from encroachment.

The Railway Company has no objection to the construction of an overhead crossing at this location, providing the entire expense is borne by the State and that vertical and horizontal clearances are adequate.

Please advise regarding easement, with exhibit showing clearances.

Yours truly,



ASSISTANT CHIEF ENGINEER.

AFS:L

Copy to

Mr. Conner  
Mr. Blum ✓  
Mr. Sloan  
Mr. da Ponte  
Mr. Tremaine

M.F.C. ✓

note  
B.B.  
10/19

PSB  
note  
11/4



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