



Northern Pacific Railway Company.
Engineering Department Records.

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N. P. 1757
6-24

CHIEF ENGINEER

OFFICE OF _____

FILE NO. _____

11619

SUBJECT:

Jeffora Wash

General

11619

St. Paul, Minn.
Feb. 10, 1960.

11619

Messrs. D. H. Shoemaker
J. E. Hoving
A. J. Hendry
J. P. Titus
C. E. Ekberg
M. C. Wolf:

For your information I am quoting below Mr. Burgess' letter of February 8th to Mr. Steinbright:

"Your letter of January 6, file 2200-8, about removal of spur track at Telford on the Eighth Sub of the Idaho Division.

"Removal of this station from the time table, tariffs, station book, etc., meets with my approval. Traffic Department advise that removal of Telford from our tariffs is being arranged. They also advise that they are arranging to eliminate Telford from our system time table and the Official Guide in the next issue of these publications."

PTL:l

cc: Mr. R. A. Skooglun

H. R. Peterson
Chief Engineer

St. Paul, Minn.
Feb. 10, 1960.

11619

Messrs. D. H. Shoemaker
J. E. Hoving
A. J. Hendry
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H. R. PETERSON

Chief Engineer

PTL:l

cc: Mr. R. A. Skooglund

11619

OFFICE OF
CHIEF

FEB 8 1960

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

St. Paul, Minnesota
February 8, 1960

Mr. F. L. Steinbright:

Your letter of January 6, file 2200-8, about removal of spur track at Telford on the Eighth Sub of the Idaho Division.

Removal of this station from the time table, tariffs, station book, etc., meets with my approval. Traffic Department advise that removal of Telford from our tariffs is being arranged. They also advise that they are arranging to eliminate Telford from our system time table and the Official Guide in the next issue of these publications.

C. H. BURGESS

cc: Mr. Otto Kopp
Mr. E. L. Ordell
~~Mr. H. R. Peterson~~

PTL
Plo hdl as
advisable re
Engng Dept.
HPP 2/9

H R Peterson 11619

NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called the Railway Company, hereby grants to
GENERAL TELEPHONE COMPANY OF THE NORTHWEST, an Idaho corporation,

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

A telephone line crossing Railway Company's 200-foot right of way for its Washington Central Branch in the NE¹/₄ of Section 14, Township 25 North, Range 35 East, W.M., in Lincoln County, State of Washington, near Telford station, intersecting the center line of Railway Company's main track as now constructed, at a point therein distant 4305 feet northwesterly, measured along said center line, from Mile Post 53 (which mile post is located 2252.6 feet southeasterly, measured along said center line from the east line of said section.).

11/1/59
PPT
noted
axb
This permission is granted upon the following terms:

1. The Permittee will pay a rental of ~~ten and no/100 dollars (\$10.00)~~ in advance for the full term hereof and will also pay all taxes and assessments that may be levied or assessed against the improvements.
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 the Permittee and approved by the Railway Company.
3. All cost of construction and maintenance shall be paid by the Permittee; the Superintendent of Communications of the Railway Company will decide what portion, if any, of the work will be done by the Railway Company, and for such work the Permittee will pay the estimated cost thereof before the work is commenced. If the actual cost exceeds the estimate, the Permittee will pay the additional amount when called upon and if the actual cost is less than the estimate the Railway Company will repay the surplus.
4. If in the judgment of the Superintendent of Communications of the 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 the Railway Company, the cost of such change or alteration will be paid by the Permittee.
5. The Railway Company shall have the right to decide of the necessity of repairs to said electric line or appurtenances and upon written request from the Railway Company the Permittee shall promptly make such repairs. If at any time it becomes necessary in the judgment of the 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 the Permittee within thirty days after being requested to do so and in such manner as the Railway Company shall direct.
6. The electric line shall be used for the sole purpose of conducting electric currents at a potential not to exceed ~~210~~ volts.
7. This permit shall not be transferred or assigned by the Permittee without the written consent of the Railway Company.
8. The 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 the Railway Company, or the property of The Western Union Telegraph Company, or any other property upon the premises of the Railway Company, or be a menace to the safety of the Railway Company's operations or any other operations conducted on said premises. The Permittee will release, indemnify and save harmless the 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, or from loss of or damage to property of any kind or nature to whomsoever belonging, 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 said electric line and appurtenances or any subsequent repairs thereof the Permittee shall remove from the premises of the Railway Company, to the satisfaction of the Superintendent of Communications of the Railway Company, all false work and equipment used in the installation or repair work.
10. The 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 the Permittee at ~~145 South River Street, Spokane, Washington~~. If the Permittee shall fail to remove any material or property owned by it within the time prescribed in a notice of termination, the Railway Company may appropriate such property to its own use without compensation, or may remove the same at the expense of the 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 the 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 the Permittee 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 the Railway Company, or of defective appliances, engines or machinery, and the Permittee shall save and hold harmless the 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 the Railway Company's property upon which the above described electric current line is located.

IN WITNESS WHEREOF the parties hereto have executed these presents this

5th

day

January

19 39

NORTHERN PACIFIC RAILWAY COMPANY,By J. T. MOORE

Western Manager, Industrial Development

Witnesses to Signature of Permittee:

GENERAL TELEPHONE COMPANY OF THE NORTHWEST,

J. T. JonesBy A. J. Sauer (?)
PresidentEugene DoppelAttenti: Robert E. J. Jeline
Secretary

11619

NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called the Railway Company, hereby grants to

GENERAL TELEPHONE COMPANY OF THE NORTHWEST, an Idaho corporation, hereinafter called the Permittee, the right to construct,

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

Crossing the Railway Company's 100-foot right of way for its Washington Central Branch in the NW 1/4 of Section 11, Township 25 North, Range 35 East, N.M., in Lincoln County, State of Washington, near Telford station, making an angle of 77° 11' in the south-easterly quadrant with the center line of the Railway Company's main track as now constructed and intersecting said center line at a point therein distant 2836 feet north-westerly, measured along said center line, from Mile Post 54 (which mile post is located at survey station 2850 plus 97.3 in said center line).

OFFICE OF
CHIEF ENGINEER

OCT 3 1957

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

This permission is granted upon the following terms:

1. The Permittee will pay a rental of \$100.00 in advance for the full term hereof and will also pay all taxes and assessments that may be levied or assessed against the improvements.
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 the Permittee and approved by the Railway Company.
3. All cost of construction and maintenance shall be paid by the Permittee; the Superintendent of Communications of the Railway Company will decide what portion, if any, of the work will be done by the Railway Company, and for such work the Permittee will pay the estimated cost thereof before the work is commenced. If the actual cost exceeds the estimate, the Permittee will pay the additional amount when called upon and if the actual cost is less than the estimate the Railway Company will repay the surplus.
4. If in the judgment of the Superintendent of Communications of the 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 the Railway Company, the cost of such change or alteration will be paid by the Permittee.
5. The Railway Company shall have the right to decide of the necessity of repairs to said electric line or appurtenances and upon written request from the Railway Company the Permittee shall promptly make such repairs. If at any time it becomes necessary in the judgment of the 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 the Permittee within thirty days after being requested to do so and in such manner as the Railway Company shall direct.
6. The electric line shall be used for the sole purpose of conducting electric currents at a potential not to exceed 210 volts.
7. This permit shall not be transferred or assigned by the Permittee without the written consent of the Railway Company.
8. The 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 the Railway Company, or the property of The Western Union Telegraph Company, or any other property upon the premises of the Railway Company, or be a menace to the safety of the Railway Company's operations or any other operations conducted on said premises. The Permittee will release, indemnify and save harmless the 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, or from loss of or damage to property of any kind or nature to whomsoever belonging, 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 said electric line and appurtenances or any subsequent repairs thereof the Permittee shall remove from the premises of the Railway Company, to the satisfaction of the Superintendent of Communications of the Railway Company, all false work and equipment used in the installation or repair work.
10. The 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 the Permittee at Seattle, Washington. If the Permittee shall fail to remove any material or property owned by it within the time prescribed in a notice of termination, the Railway Company may appropriate such property to its own use without compensation, or may remove the same at the expense of the 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 the 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 the Permittee 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 the Railway Company, or of defective appliances, engines or machinery, and the Permittee shall save and hold harmless the 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 the Railway Company's property upon which the above described electric current line is located.

IN WITNESS WHEREOF the parties hereto have executed these presents this

16th

day

September

19

57

NORTHERN PACIFIC RAILWAY COMPANY,

(Signed) J. I. MOORE

By

Western Manager, Industrial Development

Witnesses to Signature of Permittee:

GENERAL TELEPHONE COMPANY OF THE NORTHWEST

L. J. Shannon

By

Marvin L. Myrick

Vice

President

Geneva E. Chamberlain

Attest

R. F. Williams

Secretary

11619