

Ordinance No. 10545

(Engrossed Bill)

An Ordinance of the City of Seattle amending Sections 3 and 5 of Ordinance No. 9116 of the City of Seattle entitled: "An Ordinance of the City of Seattle granting to the SEATTLE AND TANA RAILROAD COMPANY and the NORTHERN PACIFIC RAILWAY COMPANY, their successors and assigns, the right, privilege and authority to construct and maintain a tunnel, and to lay down, construct, main-

Council Bill No. 2624.

INTRODUCED:	BY:
Nov 16-1903	
REFERRED:	TO
Nov 16-1903	
REPORTED:	
RECORD READING:	
EMEND READING:	
FINAL PASSAGE:	SIGNED:
PRESENTED TO MAYOR:	APPROVED:
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tain and operate sundry railway tracks through the said and at and beyond each end thereof, along, across and beneath sundry streets, avenues, alleys and other public places within the City of Seattle, and upon other property within the limits of said city; and granting to said companies, their successors and assigns, a right of way for said tunnel and said tracks along, across and beneath all said sundry streets, avenues, alleys and other public places of said city," approved January 6th, 1903.

Witness to the above

Rec'd of acceptance of up: 23445 - From 397
Rep of " " Seattle - Ordinance 123444

From 393

Ord No 770 accepted

ORDINANCE NO.

AN ORDINANCE of the City of Seattle amending Sections 3 and 5 of Ordinance No. 9116 of the City of Seattle entitled: "An ordinance of the City of Seattle granting to the SEATTLE AND MONTANA RAILROAD COMPANY and the NORTHERN PACIFIC RAILWAY COMPANY, their successors and assigns, the right, privilege and authority to construct and maintain a tunnel, and to lay down, construct, maintain and operate sundry railway tracks through the same and at and beyond each end thereof, along, across and beneath sundry streets, avenues, alleys and other public places within the City of Seattle, and upon other property within the limits of said city; and granting to said companies, their successors and assigns, ^a the right of way for said tunnel and said tracks along, across and beneath all said sundry streets, avenues, alleys and other public places of said city," approved January 6th, 1903.

BE IT ORDAINED by the City of Seattle, as follows:

Section 1. That Section 3 of Ordinance No. 9116 entitled: "An ordinance of the City of Seattle granting to the Seattle and Montana Railroad Company and the Northern Pacific Railway Company, their successors and assigns, the right, privilege and authority to construct and maintain a tunnel, and to lay down, construct, maintain and operate sundry railway tracks through the same and at and beyond each end thereof, along, across and beneath sundry streets, avenues, alleys and other public places within the City of Seattle, and upon other property within the limits of said city; and granting to said companies, their successors and assigns, ^a the right of way for said

AVAILABLE
tunnel and said tracks along, across and beneath all said sundry streets, avenues, alleys and other public places of said city," be and the same hereby is amended so as to read as follows: Section 3. The tracks of standard gauge railway the laying down, construction, maintenance and operation whereof are authorized by this ordinance are, as follows:

Firstly, two main tracks, which shall begin respectively at such points in the center lines of the existing main tracks of the Seattle and Montana Railroad Company and the Northern Pacific Railway Company in Railroad Avenue, north of Bell Street, as said grantees, their successors or assigns, may select, and shall run thence, following such curves and tangents as said grantees, their successors or assigns, may determine upon, along or on either side of Elliott Avenue, but wholly between the center line of Railroad Avenue and a line lying one hundred and twenty feet easterly of and parallel with the easterly line of Elliott Avenue to the easterly portal or entrance of the tunnel herein authorized; and thence through said tunnel following the alignment thereof to the westerly portal or exit thereof, and thence following such curves and tangents as said grantees, their successors or assigns, may determine upon, running between Fourth Avenue South on the east and Occidental Avenue on the west to the north line of Atlantic Street, and from the north line of Atlantic Street between Oriental Avenue on the east and Occidental Avenue on the west to the north boundary line of the Canal Waterway, as laid out on the map of the Seattle Tide Lands, filed on March 15th, 1895, in the office of the Board of State Land Commissioners of the State of Washington, said tracks in their course running along a part of Railroad Avenue, crossing the sundry streets northward of Virginia Street, meeting Railroad Avenue on its easterly side, running along a part of Elliott Avenue as hitherto existing, between Blanchard Street and Virginia Street, crossing Virginia Street, passing beneath the sundry streets, avenues, alleys and other public places of the City of Seattle beneath which the tunnel herein authorized shall pass, and passing be-

neath Main Street and Jackson Street, crossing King Street between the west line of Fourth Avenue South and a line one hundred and fifty feet to the west thereof; and crossing Weller Street, Seattle Boulevard, Vermont Street, Connecticut Street, Massachusetts Street, Walker Street, Lander Street and Hanford Street.

Secondly, one or more additional tracks, as said grantees, their successors or assigns, may at any time or times see fit to construct the same, lying between the beginning of the aforesaid two main tracks in Railroad Avenue and the easterly portal or entrance of said tunnel, and the space occupied by or allotted to which shall lie wholly between the center line of Railroad Avenue and a line lying one hundred and twenty feet easterly of and parallel with the easterly line of Elliott Avenue; the center lines of which additional tracks respectively shall be located, within the limits last above prescribed, and shall follow such curves and tangents, as said grantees, their successors or assigns, may determine upon.

Thirdly, such additional tracks as said grantees, their successors or assigns, may at any time or times see fit to construct, lying between the westerly portal of said tunnel and the south line of King Street and within the east one-half (E.1/2) of Block eighteen (18), and blocks thirteen (13), nineteen (19) and twenty (20) of D. S. Maynard's plat of the town (now city) of Seattle; the center lines of which tracks respectively shall be so located within the limits last above prescribed, and shall follow such curves and tangents as said grantees, their successors or assigns, may determine upon, and which tracks shall pass beneath Main Street and Jackson Street, and across King Street within the limits of one hundred and fifty feet in width, as heretofore described, viz: Across King Street between the westerly line of Fourth Avenue South and a line one hundred and fifty feet to the west thereof.

Fourthly, such additional tracks as said grantees, or either of them, their respective successors or assigns, may at any time or

times see fit to construct, occupying the entire space or any parts thereof, between King Street on the north and the north line of Atlantic Street produced westerly on the south, Fourth Avenue South on the east and Occidental Avenue on the west; also between the north line of Atlantic Street produced westerly on the north, the Canal Waterway on the south, Oriental Avenue on the east and Occidental Avenue on the west, such tracks in their course crossing Weller Street, Seattle Boulevard, Vermont Street, Connecticut Street, Massachusetts Street, Walker Street, Lander Street and Hanford Street.

SECTION 2. That Section 5 of said Ordinance No. 9116 entitled: "An ordinance of the City of Seattle granting to the Seattle and Montana Railroad Company and the Northern Pacific Railway Company, their successors and assigns, the right, privilege and authority to construct and maintain a tunnel, and to lay down, construct, maintain and operate sundry railway tracks through the same and at and beyond each end thereof along, across and beneath sundry streets, avenues, alleys and other public places within the City of Seattle, and upon other property within the limits of said city; and granting to said companies, their successors and assigns, ^a the right of way for said tunnel and said tracks along, across and beneath all said sundry streets, avenues, alleys and other public places of said city," be, and the same hereby is, amended so as to read as follows: Section 5. The grant in this ordinance contained is made expressly subject to the following conditions and requirements; *to wit*:--

FIRST: The City of Seattle shall retain the same control of the streets, avenues and alleys in and across which said railway tracks shall be laid down as over other streets, avenues and alleys, and shall have the right at all times, by general ordinance, to regulate the speed of locomotives and trains within the limits of the right of way herein granted, other than between the portals of said tunnel, and the maximum period of time for which locomotives, cars or trains shall be allowed to blockade travel along or across the streets em-

braced in this grant, or intersecting streets, and shall have such further control and police powers over said right of way as the City Charter and State Laws may permit.

SECOND: Wherever any of the tracks herein authorized shall run along or across any street or alley in said ~~City other than those be-~~neath which they shall run within the tunnel herein authorized, and other than those for the travel on which viaducts shall have been constructed as herein provided for, and other than such streets and alleys, if any, as shall be vacated by ordinance or ordinances of the City of Seattle enacted concurrently with or subsequently to the enactment of this ordinance, said grantees, their successors or assigns, shall cause the parts of such streets or alleys lying within the right of way of each such track, as herein defined and granted, to be graded, planked, paved or otherwise improved whenever the adjoining parts of such streets or alleys shall be so graded, planked, paved or otherwise improved by the city if not hitherto done, or, if such improvement of such streets or alleys shall have already been made, to be regraded, replanked, repaved or otherwise reimproved, so as to be, when such tracks shall have been constructed and shall be ready for use, in as good and substantial a condition as the adjoining parts thereof, and whenever any such street or alley, after having been so graded or improved by the city, shall be regraded, replanked, repaved or otherwise reimproved, said grantees, their successors or assigns shall cause the parts thereof lying within such right of way of each such track to be correspondingly regraded, replanked, repaved or otherwise reimproved; all such original or subsequent grading or improvement to be done wholly at the cost and expense of said grantees, their successors and assigns, and under the supervision and control and subject to the acceptance of the board of public works of the City, PROVIDED, however, that said grantees, their successors or assigns, shall not be required to bear the expense or maintenance of so much of the flooring or paving of such streets, or of any of the bridges which

they are required by this ordinance to construct on certain streets as shall have been or shall be required to be borne by the owner or owners of any street railway track or tracks now upon or that may hereafter be laid down upon said streets respectively, by the terms of the franchises granted or to be granted by said City authorizing the laying down and maintenance of said tracks upon such streets, so long as such street railway franchises respectively shall remain in force.

THIRD: At every traveled street intersection crossed at grade by the rights of way hereinabove granted, where directed by the City of Seattle, the grantees hereof, their successors or assigns, shall erect, and at their own cost and expense maintain, lamps of equal power with the lamps maintained by the City of Seattle at street crossings in the central business part of the City, and shall keep each of said lamps illuminated during the same hours of the night during which the street lighting system of the City of Seattle may generally be in operation, and streets meeting and forming a "T" shall come under this provision as well as streets actually crossing; provided, that at those intersections upon or across which other railroad franchises may be operated, said grantees, their successors or assigns, shall be required to bear the burden of their proportional part only, such proportion being measured by the width of the right of way owned by each road at such intersection.

FOURTH: Said grantees, their successors or assigns, by its or their acceptance of this grant, do each of them for themselves, its or their successors or assigns, agree to protect and save harmless the City of Seattle from all claims, actions or damages of every kind and description which may accrue to, or be suffered by, any person or persons by reason of any defective construction or maintenance or improper occupation of said right of way, or by reason of the negligent operation by said grantees, their successors or assigns, of their railway trains over the rights of way hereinbefore described. And in

case suit or action is commenced against the City for damages arising out of, or by reason of, such defective construction or maintenance or improper occupation or negligent operation, said grantees, their successors or assigns, may, and shall upon notice to it or them of the commencement of such action, defend the same at its or their ~~sole cost and expense~~, and, in case judgment shall be rendered against the City of Seattle in such suit or action, will fully satisfy such judgment within ninety (90) days after such suit or action shall have been finally determined, if determined adversely to said City.

FIFTH: Said grantees, their successors or assigns, shall, at the intersections of the rights of way herein granted with Main and Jackson Streets, respectively, construct and maintain overhead bridges to carry travel on such streets above and across said rights of way, which bridges and their abutments shall be built of durable materials and of a permanent character, and to the full width of each of said streets, or to such width as said street may hereafter be widened; and shall bear, and pay to the City upon demand, the cost of reconstructing the following specified parts of streets so as to provide suitable approaches to said bridges, as follows:

That part of Main Street between the east line of Third Avenue South and the west line of Fourth Avenue South, so that it shall run from its present elevation of twenty-one (21) feet above city datum at its intersection with the east line of Third Avenue South, with a uniform ascent, to an elevation of thirty-five and eighty-three one hundredths (35.83) feet above city datum at its intersection with the west line of Fourth Avenue South; that part of Jackson Street between the east line of Second Avenue South and the west line of Fifth Avenue South, so that it shall run from its present elevation of nineteen and ^{twenty five hundredths} ~~five tenths~~ (19.25) feet above city datum at its intersection with the east line of Second Avenue South by proper gradients to an elevation of twenty-nine (29) feet above city datum at a point one hundred and twenty (120) feet east of Third Avenue South;

case suit or action is commenced against the City for damages arising out of, or by reason of, such defective construction or maintenance or improper occupation or negligent operation, said grantees, their successors or assigns, may, and shall upon notice to it or them of the commencement of such action, defend the same at its or their sole cost and expense, and, in case judgment shall be rendered against the City of Seattle in such suit or action, will fully satisfy such judgment within ninety (90) days after such suit or action shall have been finally determined, if determined adversely to said City.

FIFTH: Said grantees, their successors or assigns, shall, at the intersections of the rights of way herein granted with Main and Jackson Streets, respectively, construct and maintain overhead bridges to carry travel on such streets above and across said rights of way, which bridges and their abutments shall be built of durable materials and of a permanent character, and to the full width of each of said streets, or to such width as said street may hereafter be widened; and shall bear, and pay to the City upon demand, the cost of reconstructing the following specified parts of streets so as to provide suitable approaches to said bridges, as follows:

That part of Main Street between the east line of Third Avenue South and the west line of Fourth Avenue South, so that it shall run from its present elevation of twenty-one (21) feet above city datum at its intersection with the east line of Third Avenue South, with a uniform ascent, to an elevation of thirty-five and eighty-three one hundredths (35.83) feet above city datum at its intersection with the west line of Fourth Avenue South; that part of Jackson Street between the east line of Second Avenue South and the west line of Fifth Avenue South, so that it shall run from its present elevation of nineteen and ^{twenty five hundredths} ~~five tenths~~ (19.25) feet above city datum at its intersection with the east line of Second Avenue South by proper gradients to an elevation of twenty-nine (29) feet above city datum at a point one hundred and twenty (120) feet east of Third Avenue South;

the northwest corner of Jackson Street and Third Avenue South being at an elevation of twenty-seven (27) feet above city datum; its elevation at its intersection with the west line of Fourth Avenue South to be twenty-nine (29) feet above city datum, and at its intersection with the west line of Fifth Avenue South to be thirty and seventy-five one hundredths (30.75) feet above city datum. That part of Third Avenue South between the south line of Main Street and the north line of Jackson Street, so that it shall run from its present elevation of twenty-one (21) feet above city datum at its intersection with the south line of Main Street, with a uniform ascent, to an elevation of twenty-seven (27) feet above city datum at its intersection with the north line of Jackson Street, *at the Northwest corner thereof;* and that part of Fourth Avenue South between the south line of Main Street and the north line of Jackson Street, so that it shall run from an elevation of thirty-five and eighty-three one hundredths (35.83) feet above city datum at its intersection with the south line of Main Street, with a uniform descent to an elevation of twenty-nine (29) feet above city datum at its intersection with the north line of Jackson Street; PROVIDED, that nothing in this clause contained shall be deemed to require of said grantees, their successors or assigns, the subsequent maintenance of any of the parts of streets (except the above mentioned bridges thereon) herein required to be reconstructed by them.

There shall be included in the cost of reconstruction of said parts of streets, to be borne by said grantees and paid by them to the city as aforesaid, the cost of the needful temporary changes in the sewers on Main and Jackson Streets where the tracks herein authorized shall cross the same, and of finally severing the connection between the sewers to the eastward of said points of crossing and the portions of said sewers westward thereof, and also so much of the cost of a sewer running southward along Fourth Avenue South and thence to an outlet in Elliott Bay as shall be entailed by the increase

in the size of such sewer needful to provide thereby for such part of the city sewage and drainage as the sewers now existing on Main and Jackson Streets are calculated to discharge; and also the cost of lowering, raising or otherwise changing the water mains on Main and Jackson Streets, at and adjacent to the places where said tracks shall cross the same, in such manner as the board of public works of said City shall direct.

SIXTH: Said grantees, their successors or assigns, shall construct along the west line of Fourth Avenue South from the west portal of the tunnel hereinbefore mentioned, to a point three hundred feet south of the intersection of the southerly line of Seattle Boulevard with the west line of said Fourth Avenue South, a sufficient and suitable retaining wall for the purpose of supporting the soil of the street in said Fourth Avenue South; said wall to be constructed along the west line of said street as the same shall be established at the time when the construction of the wall shall commence, and the top of said wall to be on a level with the grade of said streets as the same shall be established at the time of the said commencement of construction; said grantees, their successors or assigns, shall have the right to build said retaining wall, or such portion thereof as they may deem expedient, within the limits of said Fourth Avenue South; PROVIDED, however, that said wall shall not at any point along said street extend into the same a distance of more than twenty (20) feet east of the west line thereof.

SEVENTH: Any damages resulting from the reconstruction by said grantee, their successors or assigns, of that part of Main Street between the east line of Third Avenue South and the west line of Fourth Avenue South, that part of Jackson Street between the east line of Second Avenue South and the west line of Fifth Avenue South, that part of Third Avenue South between the south line of Main Street and the north line of Jackson Street, and that part of Fourth Avenue South between the south line of Main Street and the north line of

Jackson Street, as said grantees are required to do by the provisions of the fifth clause of this section, to any property abutting upon said parts of said streets, and the cost of changing the elevations of said streets and avenues from those elevations which have heretofore existed to conform to those prescribed in said fifth clause, shall be borne by said grantees, their successors and assigns: PROVIDED, that said grantees by their acceptance of the benefits of this ordinance, shall also be deemed to have waived, for themselves, their successors and assigns, and by force of such acceptance shall be bound to save said city harmless from, any claim of damage to any property abutting on the west side of Fourth Avenue South, between Yesler Way and King Street.

EIGHTH: Said reconstruction required of said grantees, their successors or assigns, by the fifth clause hereof shall be done in a workmanlike manner, so as to leave the reconstructed streets in equally as good a condition as they may have been in at the time of the taking effect of this grant.

NINTH: Said grantees shall agree and covenant, in behalf of themselves, their respective successors and assigns, with the city of Seattle in and by their respective acceptances of the benefit of this ordinance hereinbelow provided for, that whenever the City of Seattle shall have first vacated those parts of Massachusetts Street and Walker Street respectively, lying between Oriental Avenue and Occidental Avenue, by proper ordinances of the City Council passed in conformity with law (proper petitions for which vacations, sufficient in law as a basis therefor, said grantees shall also agree and covenant as aforesaid that they will join in, so far as concerns all property owned by them or either of them abutting on said respective streets to be vacated, whenever said City Council shall by resolution declare its readiness to vacate said streets

upon proper petitions), they, their successors or assigns, will dedicate, for street purposes, as an extension of Holgate Street across the aforesaid terminal grounds, a strip of land running from Oriental Avenue to Occidental Avenue, bounded on the north by the north line of Holgate Street produced westward across said terminal grounds and on the south by the south line of Holgate Street produced westward across said terminal grounds. And said grantees, their successors or assigns, shall construct and maintain at the intersections of the tracks herein authorized with Connecticut Street, and with Holgate Street when so extended across said terminal grounds, and with Lander Street, overhead bridges extending along said streets respectively from Oriental Avenue to Occidental Avenue, to carry travel on said respective streets above and across said tracks, such bridges respectively to be constructed at such time or times as the City of Seattle by resolution or ordinance of the city council shall require the same to be done, but, as to Holgate Street and Lander Street, not until after Massachusetts Street and Walker Street shall have been vacated and Holgate Street shall have been extended across said terminal grounds as aforesaid. Such bridges and their abutments shall be constructed of proper and suitable materials, and in such manner as may be approved by the City of Seattle, and with a clear height of twenty-two (22) feet above the tops of the rails of the tracks crossed thereby, and so as to provide such width of roadways thereon (not exceeding the width of said streets) as the city may from time to time require, at no time less than twenty-six (26) feet in width. Said grantees, their successors or assigns, shall build and maintain the entire length of such bridges, with their abutments, from the west line of Oriental Avenue to the east line of Occidental Avenue, but the City of Seattle shall provide for the erection, maintenance and renewal of the approaches of such bridges at either end, without expense

to said grantees, their successors or assigns, other than by such assessments for local improvements as may be legally made against property owned by them or any of them: PROVIDED, however, that said grantees by their acceptance of the benefit of this ordinance shall be deemed to have waived for themselves, their successors and assigns, any claim of damage, by reason of the erection or maintenance of any of said approaches, to any property that they or either of them, their successors or assigns, may own abutting upon or adjacent to such approaches or any thereof. Said bridges respectively shall be completed and ready for public travel within eighteen months after the City of Seattle shall have required the construction of the same respectively by resolution or ordinance as aforesaid, subject, however, to the limitation hereinabove set forth as to the time when the construction of such bridges on Holgate Street and Lander Street may be required.

TENTH: Temporary bridges over Main Street and Jackson Street may be allowed to be built upon the receipt of a permit for them from the board of public works: PROVIDED, said temporary bridges shall not be allowed to remain a longer period of time than two years after the taking effect of this ordinance.

ELEVENTH: The City of Seattle hereby reserves to itself and its grantees the right to carry all water mains, sewer mains, gas pipes, conduits, subways and other public utilities underheath any and all tracks herein authorized, below any and all bridges herein provided for, and underneath all streets which may be vacated concurrently with or after the enactment of this ordinance, and reserves the right of access to any spaces occupied by such tracks within the limits of any such streets or alleys, and the right to open the ground beneath said tracks, for all purposes of construction, maintenance, repair, alteration and inspection of any such public utilities, which rights shall be exercised, however, so as to interfere as little as

practicable with the use of said tracks and so as to leave the right of way occupied thereby restored to as good a condition as prior to any exercise of such rights. Subject to said rights herein reserved by the city, the grantees herein, their successors or assigns, may occupy and use any of the spaces within the limits of any such streets for the travel on which it is herein provided that bridges shall be in the first instance or may in future be required to be constructed, between the abutments of such bridges (but not in such manner as to hinder access to and beneath such spaces for the construction, maintenance, repair, alteration or inspection of any of said public utilities, nor to increase the cost thereof to said city or its grantees), for the construction, maintenance and use thereon of buildings, platforms, driveways and other railway facilities for terminal purposes.

TWELFTH: Said grantees, their successors or assigns, shall allow each owner or occupant of a wharf or warehouse contiguous to any of the tracks herein authorized, or to any street, avenue or other public place along or across which any of said tracks shall be constructed (within the district lying between the east line of First Avenue South on the west, the west line of Fourth Avenue South on the east, the southerly line of the Seattle Boulevard produced northwestwardly on the north and the north line of the Canal Waterway on the south - PROVIDED, however, that no spur track authorized by this clause shall run lengthwise of any cross street now existing or hereafter to be opened connecting First Avenue South with said Fourth Avenue South, nor in any place where such track will interfere with the construction of necessary approaches to overhead bridges), and who shall have first procured from the board of public works of said City a permit therefor, a spur track connecting the tracks of said railway with such wharf or warehouse: PROVIDED, however, that said grantees, their successors or assigns, may at their option require that such spur track shall be constructed and maintained at the expense of such owner or occupant of such wharf or warehouse, includ-

ing the cost of reasonable value of any right of way, not within a street, requisite therefor, and provided further that any such spur track shall start from such of the railway tracks in the neighborhood of such wharf or warehouse and which said grantees or one of them, their respective successors or assigns, shall own or be entitled to use, as they shall determine upon as the most proper therefor, and shall be subject to such reasonable rules and regulations as to the opening and closing of the switch controlling access thereto, and as to the use of such track, as said grantees, their successors or assigns, may from time to time establish. And said grantees, their successors or assigns, shall have the right to construct, maintain and operate any such spur track for the use of the owner or occupant of any such wharf or warehouse, crossing in its course the track or tracks of any other railway company: PROVIDED, however, that in no case shall said grantees, their successors or assigns, occupy any more of the right of way of any such other railway company for the purpose of such crossing than shall be reasonably necessary for such crossing, nor shall such space be occupied otherwise than in the course of the transit of locomotives and cars across the same in the use of such spur track, nor for that purpose any oftener or longer than shall be reasonably necessary.

THIRTEENTH: Said grantees, their successors or assigns, shall begin work upon the construction of the tunnel and tracks herein authorized within three months after this ordinance shall take effect, and shall complete the construction of said tunnel and of the two main tracks herein authorized to be constructed through the same, from their initial point northward of said tunnel to the southerly line of King Street, so that said tunnel and said tracks for said distance shall be ready for use for railway traffic within two years after this ordinance shall take effect. And if said work shall not be begun within the time in this clause prescribed, or if said tunnel

and said tracks shall not be completed and ready for use to the extent aforesaid within the time in this clause prescribed, or if said tunnel and said tracks to the extent aforesaid, as the case may be, shall have been prevented by injunctions, unavoidable delays in condemnation suits, strikes, riots, or some occurrence beyond the control of said grantees, their successors or assigns, the city council of said city shall have the right, after sixty days' notice to said grantees, their successors or assigns, to declare, by ordinance, the forfeiture of all rights, privileges and authorities herein granted.

FOURTEENTH: Said grantees, or one of them, its or their successors or assigns, shall on or before the First day of March 1904, begin work upon the construction of a suitable and commodious passenger station, designed to cost when completed not less than the sum of Two Hundred Thousand (200,000.00) Dollars, and to furnish proper facilities for handling the passenger traffic of all steam railroads now running passenger trains into the City of Seattle, and shall expend in the construction of such passenger station and of the platforms and train sheds to be used in connection therewith at least the sum of One Hundred Thousand (100,000.00) Dollars, on or before the first day of September 1904, and shall have such passenger station in readiness for occupancy and use on or before the First day of September 1905, the main building of which passenger station shall be placed on such site as said grantees their successors or assigns, may select therefor lying within the area bounded on the north by Jackson Street, on the east by Fourth Avenue South, on the south by the north line of Weller Street produced westerly, and on the west by the west line of Second Avenue South produced southerly.

FIFTEENTH: From and after the time when the tunnel herein authorized and the two main tracks authorized by the first clause of section three of this ordinance, shall have been completed and the running of regular trains along said tracks and through said tunnel shall have been begun, and the passenger station required by the

fourteenth clause of this section shall have been completed and shall be ready for use, said grantees, their respective successors and assigns, shall not, nor shall either or any of them, run passenger or freight trains along any of those tracks owned or controlled by them or which they shall be entitled to use situated upon that part of Railroad Avenue lying between Bell Street and King Street, nor make any use of such tracks other than for switching to and from local wharves or warehouses, except between the hours of nine o'clock in the evening and seven o'clock in the morning (PROVIDED, further, that no switching shall be done between King Street and Union Street on Railroad Avenue between the hours of seven o'clock and nine o'clock A.M., nor between the hours of five o'clock and seven o'clock P.M.), and except at such times, if any, as the two main tracks herein authorized shall be unavailable for use by reason of some unavoidable obstruction thereof: PROVIDED, however, that compliance with this requirement shall not be deemed a violation of the condition imposed upon the Seattle and Montana Railroad Company, its successors and assigns, by the eighth clause of section three of ordinance No. 1305 of the City of Seattle, approved March 10, 1890, or of any similar condition imposed upon the Seattle, Lake Shore and Eastern Railway Company, the Seattle and International Railway Company, the Northern Pacific Railway Company, or the Northern Pacific Railroad Company, in and by any ordinance heretofore passed by the City of Seattle granting to either of said companies, its successors and assigns, the right, privilege and authority to lay down, construct, maintain and operate any railway tracks along that part of Railroad Avenue in this clause specified.

SIXTEENTH: Said grantee the Seattle and Montana Railroad Company shall agree and covenant, in behalf of itself, its successors and assigns, with the City of Seattle, in and by its acceptance of the benefits of this ordinance hereinbelow provided for, that said

grantee, its successors and assigns, will within ninety days after said tunnel shall be completed and in operation, take up and remove all its existing railway tracks laid down and constructed by virtue of the right and authority granted by the City of Seattle to the Seattle and Montana Railway Company, its successors and assigns, in and by ordinance No.2834 of said City, approved June 13, 1893, as amended by ordinance No.4061 of said city, approved January 8th, 1896, or all such parts of said tracks as lie within the limits of Railroad Avenue, Jackson Street, First Avenue South, that part of Occidental Avenue, as formerly existing, lying between the south half of block 5, and the south half of block 12, in D. S. Maynard's Plat of the Town (now City) of Seattle, and Second Avenue South, and that it or they will restore all the parts of said specified streets at present occupied by any such tracks to the same condition as the contiguous portions of each of said streets respectively are now in; and that within ninety days after said tunnel shall be completed and in operation, said grantee, its successors or assigns, will rededicate to the public the alleys heretofore vacated in its or their behalf in blocks 4, 5 and 12 of D. S. Maynard's Plat of the Town (now City) of Seattle, and shall rededicate that part of Occidental Avenue heretofore vacated between blocks 5 and 12 in said Maynard's Plat, and that said grantee, its successors or assigns, will dedicate for street purposes, a strip of land nine (9) feet in width lying along the south side of block nineteen (19) of said plat, also a strip of land ten feet in width along the north side of block twenty in said Maynard's plat, and also a strip of land nine feet in width lying along the east line of block eighteen in said plat, also a strip of land lying between the west line of Fourth Avenue South and a right line drawn from a point fourteen and fifty-three one hundredths (14.53) feet west of the original northeast corner of said block 19 to an intersection with the northeast corner of block 200 Seattle Tide Lands, and that said grantee, its successors or assigns,

will also dedicate for street purposes (subject, however, to the right of way for the tunnel and the tracks herein authorized, beneath the area comprised in such dedication), so much of the strip of land next hereinbelow described as lies within the limits of lots five (5), six (6), seven (7), and eight (8) in block seventeen (17) of said D. S. Maynard's Plat, which strip of land shall be seventy-five (75) feet in width, and the southwesterly boundary line of which strip shall be defined by a straight line drawn from a point in the north line of block eighteen (18) of said D. S. Maynard's Plat, nine (9) feet west of the northeast corner of said block, to a point in the center of block seventeen (17) thence by a straight line to the northeast corner of block sixteen (16) of said D. S. Maynard's Plat and the northeasterly boundary line of which strip shall lie parallel with and seventy-five (75) feet distant, measured at right angles, from said southwesterly boundary line thereof above defined, and that said grantees or one of them, will, within twenty (20) days after their acceptance of this ordinance, convey or cause to be conveyed to the City of Seattle for its use as sites for fire-engine houses, lots one (1) and two (2) in block 243, Seattle Tide Lands, and also another tract one hundred twenty (120) feet square to the westward of Occidental Avenue, said last named tract to be agreed upon between said grantees and the chairman of the corporations committee of the city council and approved by said city council, and that said grantees will within twenty (20) days after their acceptance of this ordinance deposit with the City Comptroller of the City of Seattle, a certified check for the sum of Fifteen thousand (\$15,000) Dollars, payable to the order of said City Comptroller, said sum to be applied by the City of Seattle to the payment of any charges against the general fund of said City which may be incurred in the condemnation of land for street purposes through the west half of block seventeen (17) Maynard's Plat of the Town (now City) of Seattle, as well as to the payment of any assessment on property required by

law to be paid out of the general fund of said City, any surplus remaining from said sum after the application of same as aforesaid to be returned to grantees, their successors or assigns, and that said grantees agree that they will not, nor will either of them, contest any legal assessment levied on their property or the property of either of them for the payment of property condemned for the purpose of establishing a street through the west half of block seventeen (17) Maynard's Plat aforesaid, the assessment district to be established for such payment to extend as far north as Yesler Way and as far south as the Canal Waterway and to include between its easterly and westerly limits all property benefited by such condemnation, PROVIDED, however, that the westerly limits thereof south of King Street shall not extend further west than Oriental Avenue; and that it or they will also file in the office of the City Comptroller, a copy duly certified and attested by its or their secretary, under its or their corporate seal, of a resolution duly adopted by its or their board of trustees, relinquishing and surrendering all franchises, rights, privileges and authorities granted by the City of Seattle in and by said Ordinance No. 2834, and said amendatory Ordinance No. 4061, within ninety days after the tunnel herein authorized, and the two main tracks authorized by the first clause of section three of this ordinance shall have been completed and the running of regular trains along said tracks and through said tunnel shall have been begun: And if said grantee, its successors or assigns, shall fail to perform such agreement and covenant, then the city council of said City shall have the right, after sixty days notice to said grantee, its successors or assigns, to cause all said railroad tracks and said parts thereof hereinabove in this clause specified, to be removed at the expense of the grantee herein, its successors or assigns, and said grantee, its successors and assigns, shall be liable to the city for all the expenses of such

removal: P R O V I D E D , however, that neither the agreement and covenant in this clause required nor the performance of the same, nor anything occurring in consequence of any provisions of this clause, shall be deemed or construed to be a breach by said grantee named in said ordinance No.2834 and said amendatory ordinance No.4061 or by its successors or assigns, of, or a failure or neglect on its or their part to perform, any condition contained in section two (2) of said ordinance No.2834 as originally enacted or as amended by section two (2) of said amendatory ordinance No.4061, or elsewhere contained in said original or said amendatory ordinance.

✓ SEVENTEENTH: Said granteesshall further agree and covenant in behalf of themselves, their respective successors and assigns, with the City of Seattle, in and by their respective acceptances of the benefits of this ordinance hereinbelow provided for, and said grantees, their successors and assigns, will, within seven (7) years after this ordinance shall take effect, take up and remove all the existing railway tracks heretofore laid down and now situated upon a strip of railroad avenue thirty feet in width running from the south line of Vine Street to the north line of Union Street, the center line of which strip is a line lying parallel with and forty-two (42) feet easterly from the westerly margin of said railroad avenue, between the said Vine Street and the said Union Street, and that they and each of them will also, within said period of seven (7) years, file in the office of the City Comptroller of said city duly certified copies of resolutions duly adopted by the Board of Trustees of each of said grantees, their successors or assigns, respectively, relinquishing and surrendering all franchises, rights, privileges and authorities granted by the City of Seattle for the construction, maintenance or operation of said tracks or any tracks upon said strip of Railroad Avenue thirty (30) feet in width, between Vine Street and Union Street, last above defined: P R O V I D E D , that the agreement and covenant in this clause required shall not take effect or be enforceable against the grantees or either of them,

their respective successors or assigns, unless the City of Seattle shall first have vacated, by proper ordinances of the City Council passed in conformity with law and taking effect within six months after the filing of proper petitions for such vacations, all that part of Elliott Avenue lying between a line parallel with and one hundred and twenty feet northerly of the northerly line of Blanchard Street, and the northerly line of Virginia Street, and also the easterly half of that part of Elliott Avenue lying between the southerly line of Virginia Street and a line parallel with and sixty (60) feet southerly of the same, and all those parts of Blanchard Street and Lenora Street, respectively, lying between the westerly line of Elliott Avenue and a line parallel with and one hundred and twenty (120) feet easterly of the easterly line of Elliott Avenue, and also all that part of Virginia Street lying between the center line of Elliott Avenue and a line parallel with and one hundred and twenty (120) feet easterly of the easterly line of Elliott Avenue -- but in case a petition for the vacation of any of the above specified parts of streets respectively, sufficient in law as a basis for such vacation thereof, shall not be presented to the city council of said city within two years after this ordinance shall take effect, then the failure of the city council to pass an ordinance or ordinances, as hereinabove provided for, vacating any one or more of said parts of streets for which no such petition shall have been filed shall not relieve said grantees, their successors or assigns, from the force of the agreement and covenant in this clause required, but the same shall be enforceable notwithstanding: And, PROVIDED, further, that neither the agreement and covenant in this clause required, nor the performance of the same, nor anything occurring in consequence of any provision of this clause, shall in any way affect the force of any franchise, right, privilege or authority heretofore granted by the City of Seattle for the construction, maintenance or operation by said grantees, their respective

successors and assigns, or by any of their respective predecessors in interest, of any railway track or tracks on any part of Railroad Avenue, except in respect of said railway tracks which are to be removed, and the authority for the construction, maintenance and operation of which is to be relinquished, as in this clause specified.

In case said grantees, their respective successors and assigns, shall fail to perform the agreement and covenant in this clause required (provided the same shall have become and shall remain operative under the foregoing provisions of this clause), then the city council of said city shall have the right, after sixty days notice to said grantees, their successors or assigns, to cause said railway tracks on said strip of Railroad Avenue, thirty feet in width, between Vine Street and Union Street, the removal whereof by said grantees, their successors or assigns, is in this clause provided for, to be removed at the expense of said grantees, their successors or assigns; and said grantees, their successors or assigns, shall be liable to the city for all the expenses of such removal.

SECTION 3. In order to claim the benefit of the amendments of said Ordinance No. 2116 enacted in and by this ordinance, or any of the benefits, rights, privileges and authorities hereby granted, said grantees, their respective successors and assigns, shall within sixty (60) days after the taking effect of this ordinance, file in the office of the city comptroller a copy of a resolution duly adopted by the board of trustees of each of said grantees, or of its successors and assigns, which copy shall be duly certified and attested to by its secretary, under its corporate seal, accepting the benefits of this ordinance and the rights, privileges and authorities hereby granted, subject to all the conditions, restrictions, specifications and requirements therein expressed, and which acceptance by said grantee, the Seattle and Montana Railroad Company, shall also contain the agreement and covenant with the City of Seattle required in and by the sixteenth clause of Section Two of this ordin-

ance, and if such certified copy of such resolution of acceptance shall not be filed before the expiration of the said time, this ordinance shall thereupon become void and of no effect.

Sec. 4. This ordinance shall take effect and be in force from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed the City Council the 3rd day of FEBRUARY 1904 and signed by me in open session in authentication of its passage this 3rd day of FEBRUARY 1904

Wm. R. Barry
President of the City Council.

Approved by me this 9th day of MAY 1904

Wm. R. Barry
Mayor.

Filed by me this 9th day of MAY 1904

Attest:

Indigein
City Comptroller and ex officio City Clerk.

By

Published

10, 1904

Indigein
Deputy Clerk

Indigein
City Comptroller and ex officio City Clerk.

By

Indigein
Deputy Clerk