

Ordinance No. 13633

Granting certain franchise for the  
construction of railway line to  
CHICAGO, MILWAUKEE & ST. PAUL R.R.

(Engrossed Bill)

Council Bill No. 1233

INTRODUCED  
MAY 19 1906

REFERRED  
MAY 19 1906

REPORTED

SECOND READING

MAY 21 1906

APR 23 1906

APR 23 1906

APR 24 1906

MAY 2 1906

ENGROSSED

COM. BY

FILE NO.

BY JILL  
BY BEQUICK

TO  
CORP. N. CO.

APR 23 1906

MAY 2 1906

MAY 4 1906

File No. 30049

Extension of time for filing of bill

for the purpose of the bill

for the purpose of the bill

for the purpose of the bill

for the purpose of the bill

for the purpose of the bill

0545m authorizes agreement dated 2/10/03 533 532 & 2/10/03 533 532  
114548 - Transfer ownership C.M. & STP Ry. to C.M. STP & Pa. RR Co. on 1/1/02  
05505 - null deed to C.M. & STP of 2/10/03 533 532. 100% of 0545m  
147154 - assign interest in RR than Co. to UPRR Co. authorizing deed  
Ord. 71138 - 1st narrow gauge permit granted  
71139 - 1st 1/2 mile permit granted  
Amended in Section 2... by ordinance No. 92572

## Ordinance No. 13633.

### AN ORDINANCE OF THE CITY OF SEATTLE

granting to the CHICAGO, MILWAUKEE AND ST PAUL RAILWAY COMPANY  
OF WASHINGTON, its successors and assigns, and to the joint  
owners hereafter acquiring an interest in this franchise, in  
accordance with the provisions thereof, the right, privilege  
and authority to locate, lay down, construct, maintain and  
operate sundry railway tracks in, along and across sundry streets,  
avenues, alleys and other public places within the limits of  
said City, and granting to said Company, its successors and  
assigns, rights of way for such tracks in, along and across all  
such streets, avenues, alleys and other public places of  
said City.

### BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The City of Seattle does hereby grant  
to the CHICAGO, MILWAUKEE AND ST PAUL RAILWAY COMPANY OF  
WASHINGTON, its successors and assigns, and to the joint owners  
hereafter acquiring an interest in this franchise, in accordance  
with the provisions thereof, in perpetuity, the right, privilege  
and authority to lay down, construct, maintain and operate sundry  
tracks of standard gauge railway as herein below designated and  
specified, together with all needful crossovers and connections  
between said tracks and any other thereof, and any other  
tracks adjacent thereto, along and across sundry streets, avenues,  
alleys and other public places within the limits of said City,  
and also, a right of way for said tracks along and across all  
sundry streets, avenues, alleys or other public places of said  
City, as hereinafter described, together with such additional

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

right of way for such tracks, or any thereof, as shall be requisite for the construction thereon of proper slopes and retaining walls for the road-bed of such tracks; provided, however, that after that part of any street or avenue crossed by such tracks shall have been graded, no such additional right of way for slopes or retaining walls within the limits of such street or avenue shall be used; all of which rights, privileges and authorities are hereby granted subject to all the conditions, restrictions, specifications and requirements in this ordinance expressed.

1000-ORD.

2572

Section 2.

The tracks of standard gauge railway, the laying down, construction, maintenance and operation whereof are authorized by this ordinance, and the rights of way hereby granted for the same, are described as follows:-

First. One track of standard gauge railway, the center line whereof shall be, as nearly as may be, coincident with the center line of the right of way fifteen (15) feet in width for such track, the center line of which right of way shall begin at a point in that part of the south boundary line of the City of Seattle which crosses Island Number One (1), one hundred twenty-five (125) feet east of the west line of block three hundred fifty-six (356), Seattle Tide Lands, and which point is on the arc of a curve having a radius of twelve hundred seventy-three and six-tenths (1273.6) feet consuming a total angle of forty-one (41) degrees one (1) minute and forty-five (45) seconds, the beginning of which curve is on a tangent drawn parallel with and eighty-two (82) feet northeasterly of and measured at right angles to the southwesterly line of Duwamish Avenue, produced southeasterly; thence northerly curving to the right on the said curve of said radius to a point where said

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

2

center line becomes tangent to a line drawn parallel with and one hundred and five-tenths (100.5) feet west of the east line of Whatcom Avenue produced south; thence north in said Whatcom Avenue parallel with said east line to an intersection with the north line of the Canal Waterway; thence northerly in said Whatcom Avenue curving to the left with a radius of five hundred seventy-three and seven-tenths (573.7) feet through a total angle of fourteen degrees (14) seven minutes (7) and seven (7) seconds; then on a tangent running north fourteen (14) degrees seven (7) minutes seven (7) seconds west a distance of two hundred ten and forty-seven hundredths (210.47) feet; thence curving to the right with a radius of five hundred seventy-three and seven-tenths (573.7) feet through a total angle of fourteen (14) degrees seven (7) minutes seven (7) seconds to a point where it intersects the south line of block three hundred sixty (360), Seattle Tide Lands, produced west, and where it also becomes tangent to a line parallel with and one hundred eighty-six and one-half (186.5) feet west of the east line of Whatcom Avenue; thence north in said Whatcom Avenue on said last described line to an intersection with the north line of block three hundred sixty-four (364), Seattle Tide Lands, produced westerly; thence curving to the right along the arc of a curve having a radius of six hundred eighteen (618) feet through an angle of thirty-two (32) degrees sixteen (16) minutes twenty-three (23) seconds; thence on a tangent a distance of about four hundred forty-five (445) feet along a line parallel with and one hundred four and one-half (104.5) feet westerly of the west line of lots one (1) two (2) and three (3), Block three hundred sixty-five (365), Seattle Tide Lands, produced; thence curving to the left along the arc of a curve having a radius of fifteen hundred twenty-five and

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

one-half (1525.5) feet through an angle of fifteen (15) degrees two (2) minutes eight (8) seconds to a tangent, which tangent is parallel with and ninety-five and one-half (95.5) feet easterly of the westerly line of Railroad Avenue; thence northeasterly along said tangent in Railroad Avenue to a point where it intersects the north line of lot eight (8), block three hundred sixty-nine (369), Seattle Tide Lands, produced east; thence on a reverse curve having a uniform radius of seven hundred sixty-four and five-tenths (764.5) feet to a connection with a tangent parallel with and one hundred ten and one-half (110.5) feet easterly of the westerly line of Railroad Avenue; thence northerly on said tangent line along Railroad Avenue to a point as near as may be on the north line of lot seventeen (17), block three hundred twenty-nine (329), Seattle Tide Lands, produced westerly; thence on a curve to the left with a radius of nine hundred thirty-two and nine-tenths (932.9) feet through an angle of seventeen (17) degrees fourteen (14) minutes fifteen (15) seconds to a point where said curve is tangent to a line in Railroad Avenue parallel with and ninety and one-half (90.5) feet east of the west line of Railroad Avenue; thence north on said last described line to a point as nearly as may be at the intersection thereof with the north line of lot eight (8), block three hundred sixty-seven (367), Seattle Tide Lands, produced easterly; thence on a reverse curve turning first to the left then to the right with radii of nine hundred thirty-two and nine-tenths (932.9) feet and nine hundred seventy and four-tenths (970.4) feet respectively to a point where the northerly curve becomes tangent to a line in Railroad Avenue parallel with and seventy-five and one-half (75.5) feet east of the west line of Railroad Avenue, and which point is as nearly

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

as may be at the intersection of said last described line with an east and west line drawn through the north line of lot four (4), block three hundred sixty-seven (367), Seattle Tide Lands; thence north on said line parallel with and seventy-five and one-half (75.5) feet east of the west line of said avenue to a point where it intersects the north line of lot three (3), block one hundred ninety-nine (199), Seattle Tide Lands, produced east; thence on a curve to the left with a radius of eight hundred three (803) feet through thirty-one (31) degrees forty-five (45) minutes and ten (10) seconds of curvature to a point where it becomes tangent to a line parallel with and fifty-nine and one-half (59.5) feet northeasterly from the southwesterly line of Railroad Avenue; thence northerly and fifty-nine and one-half (59.5) feet northeasterly from the southwesterly line of said Railroad Avenue to a point where it intersects the north line of Yesler Way, produced west; with the right to said grantee, its successors and assigns, to connect the track so to be laid on the right of way herein above described with the so-called "transfer track" as laid and maintained upon the right of way granted to the Seattle and International Railway Company by Ordinance No. 6094, entitled "An Ordinance granting to the Seattle and International Railway Company, its successors and assigns, and to the joint owners hereafter acquiring an interest in this franchise, in accordance with the provisions thereof, the right and authority to locate, lay down, construct, maintain and operate a railway track in, along, upon and over certain portions of Railroad Avenue and connecting streets in the City of Seattle".

Dec 16 '07

Second. One track of standard gauge railway, the center line whereof shall be, as near as may be, coincident with the center

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

line of the right of way thereof next herein below specified, and a right of way fifteen (15) feet in width for such track, the center line of which right of way shall begin at the intersection thereof with that part of the south boundary line of the City of Seattle which crosses Island Number One (1), one hundred forty-one (141) feet east of the west line of block three hundred fifty-six (356), Seattle Tide Lands, and which point is on the arc of a curve having a radius of twelve hundred fifty-eight and six-tenths (1258.6) feet and with a total angle of forty-one (41) degrees one (1) minute and forty-five (45) seconds, the beginning of which curve is on a tangent drawn parallel with and ninety-seven (97) feet northeasterly measured at right angles to the southwesterly line of Duwamish Avenue, produced southeasterly, thence northerly on a curve of said radius to the right to a point where said curve becomes tangent to a line in Whatcom Avenue drawn parallel with and eighty-five and one-half (85.5) feet west of the east line of said Whatcom Avenue; thence north on said last described line to a point on the north line of the Canal Waterway eighty-five and one-half (85.5) feet west of the east line of said Whatcom Avenue; thence northerly in said Whatcom Avenue curving to the left with a radius of eleven hundred forty-six and three-tenths (1146.3) feet through a total angle of seven (7) degrees thirty-three (33) minutes forty-six (46) seconds; thence on a tangent running north seven (7) degrees thirty-three (33) minutes forty-six (46) seconds west a distance of one hundred eighty-two and seventy-eight hundredths (182.78) feet, thence curving to the right with a radius of eleven hundred forty-six and three-tenths (1146.3) feet through a total angle of seven (7) degrees thirty-three (33) minutes forty-six (46) seconds to a point where it intersects the south line of block

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

three hundred sixty (360), Seattle Tide Lands, produced west, and where it also becomes tangent to a line drawn in said Whatcom Avenue parallel with and one hundred twenty-nine and one-half (129.5) feet west of the east line of said Whatcom Avenue; thence north on said last described line to a point of curve, which point of curve is, as near as may be, one hundred (100) feet south of the south line of Holgate Street produced west one hundred twenty-nine and one-half (129.5) feet; thence on a curve to the right with a radius of eleven hundred forty-six and three-tenths (1146.3) feet through an angle of thirty-two (32) degrees sixteen (16) minutes twenty-three (23) seconds to a point where said curve becomes tangent to a line drawn parallel with and eighty-nine and one-half (89.5) feet northwesterly of the southeasterly line of Railroad Avenue between lots three (3) and eighteen (18) inclusive, of block three hundred sixty-five (365), Seattle Tide Lands; thence northeasterly in Railroad Avenue on said last described line a distance of two hundred five (205) feet, more or less; thence on a curve to the left with a radius of fifteen hundred forty and one-half (1540.5) feet through an angle of fifteen (15) degrees two (2) minutes eight (8) seconds to the point where said curve becomes tangent to a line drawn in Railroad Avenue parallel with and one-hundred ten and one-half (110.5) feet easterly from the westerly line of Railroad Avenue; thence northeasterly along said last described tangent in Railroad Avenue to a point where it becomes identical with the center line of the right of way described in the first paragraph hereof, at or near the intersection of the same with the north line of lot five (5) of block three hundred sixty-nine (369), Seattle Tide Lands, produced east.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.



Third. One track of standard gauge railway, the center line whereof shall be, as near as may be, coincident with the center line of the right of way therefor next herein below specified, and a right of way fifteen (15) feet in width for such track, the center line of which right of way shall begin, as near as may be, at the intersection of that part of the south boundary line of the City of Seattle which crosses Island Number One (1) with a line parallel with and forty-seven and one-half (47.5) feet, measured <sup>V</sup> at right angles, west of the east line of Colorado street produced south, and shall run thence north on said last described line to and in said Colorado Street to a point as near as may be eight (8) feet south of the north line of lot ten (10), block three hundred thirty-one (331), Seattle Tide Lands, produced west; thence on a curve to the right with a radius of nine hundred and ninety-five (995) feet to a point where it becomes tangent to and identical with the center line of the right of way described in the first paragraph of this section at a point, as near as may be, where said center line intersects the north line of lot five (5), block three hundred sixty-nine (369), Seattle Tide Lands, produced east.

Fourth. Also the right and authority to lay down, maintain and operate a terminal yard and yard tracks upon blocks three hundred thirty-nine (339), three hundred thirty-six (336) and three hundred thirty-five (335), and to establish a passenger station upon block three hundred thirty-three (333), Seattle Tide Lands; also a right of way for a single track connecting with the track described in paragraph three (3) hereof at a point not more than sixty (60) feet south of the south line of Stacy Street produced westward, and extending thence on a curve to the

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

right entering upon the west fifty (50) feet of lot eleven (11) in said block three hundred thirty-nine (339); also a right of way for two (2) turnout tracks connecting with the track described in paragraph three (3) hereof at points between the north line of lot seven (7), block three hundred thirty-six (336), Seattle Tide Lands, produced west, and the south line of Holgate Street, and extending thence northeasterly curving to the right, crossing Holgate Street and Utah Street to and upon lots one (1) and two (2) in block three hundred thirty-four (334); also the right of way for four (4) tracks diverging from said last named two tracks at points on said lots one (1) and two (2), block three hundred thirty-four (334), extending thence northerly across Massachusetts Street to and upon said block three hundred thirty-three (333); also the right of way for a single track connecting with the track described in paragraph three (3) hereof at a point not more than sixty (60) feet north of the north line of Massachusetts Street, produced westward, and extending thence southeasterly on a curve to the left across Massachusetts Street, to and upon lot one (1) in said block three hundred thirty-five (335); also the right of way across, over and upon Walker and Folgate Streets between Utah and Colorado Streets, upon which to lay down, maintain and operate terminal yard tracks between the east side of Colorado Street and the west side of Utah Street.

Section 3. The grant in this ordinance contained is made expressly subject to the following conditions and requirements, to wit:

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

9

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 the locomotives and trains within the limits of the rights of way herein granted, and the maximum period of time for which such locomotives, cars and trains shall be allowed to blockade travel along and across the streets embraced in this grant, or intersecting streets, and shall have such further control and police powers over such rights of way as the City Charter and State laws may now or hereafter permit. And said City reserves to itself and its grantees the right to carry all water mains, sewer mains, gas pipes, conduits and other public utilities underneath or wires above any and all of the tracks herein authorized, and underneath or wires above any street, avenue or other public place which may be vacated concurrently with or after the enactment of this ordinance, and the right of access to any spaces occupied by such tracks within the limits of any such street, avenue or other public place, 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.

Second. Whenever any of the tracks herein authorized shall run along or across any street, avenue or other public place in said City, other than such streets if any, as shall be vacated

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

by ordinance or ordinances of the City of Seattle enacted concurrently with or subsequently to the enactment of this ordinance, said grantee, its successors or assigns, shall cause the parts of such streets, avenues or other public places lying within the right of way of each such track, as herein defined, to be graded, planked, paved or otherwise improved whenever the adjoining parts of such streets, avenues or other public places shall be so graded, planked, paved or otherwise improved by the City, if not hitherto done, or, if such improvement shall have been already 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 condition as adjoining parts thereof, and whenever any such street, avenue or other public place, after having been so graded or improved by the City, shall be regraded, replanked, repaved or otherwise reimproved, said grantee, its successors or assigns, shall cause the parts thereof lying within such rights of way of each such tracks to be correspondingly regraded, replanked, repaved, or otherwise reimproved, all such original or subsequent grading or improvement to be done wholly at the cost of said grantee, its successors and assigns, and under the supervision and subject to the acceptance of the Board of Public Works of the City; provided, however, that said grantee, its successors or assigns, shall not be required to bear the expense of maintenance of so much of the flooring or paving of such 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 such streets respectively, by the terms of the

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

franchises granted or to be granted by said City authorizing the laying down and maintenance of such 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 right of way herein above granted, and at distances of not more than one hundred (100) feet apart of any street used for grade travel across or along such rights of way or tracks in the terminal grounds, as directed by the City of Seattle, the grantee herein, its successors or assigns, shall erect, and at its or 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 generally may 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 railway tracks may be operated, said grantee, its successors or assigns, shall be required to bear the burden of its proportional part only, such proportion being measured by the width of right of way owned by each road at such intersection.

Fourth. Said grantee, by its acceptance of this grant, does agree and covenant for itself, its successors and assigns, to and with the City of Seattle, to protect and save harmless said City 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

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

or improper occupation of said rights of way, or by reason of the negligent operation by said grantee, its successors and assigns, of its or their railway trains over the rights of way herein before described. And in case any action or suit shall be begun against said City for damages arising out of or by reason of such defective construction, or maintenance, or improper occupation, or negligent operation, said grantee, its successors or assigns, may and shall upon notice to it or them of the commencement of such action or suit, defend the same at its or their sole cost and expense, and in case judgment shall be rendered against said City in such action or suit, shall fully satisfy said judgment within ninety (90) days after such action or suit shall have been finally determined, if determined adversely to said City.

Fifth. Said grantee, its successors or assigns, shall allow such owner or occupant of a wharf or warehouse contiguous to any of the tracks herein authorized (except as otherwise provided in section five (5) hereof), or to any street, avenue or other public place along which any of said tracks shall be constructed, 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 such railway with such wharf or warehouse; provided, however, that such grantee, its successors and assigns, may at its or 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, including the 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 grantee, its

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

(12)

successors and assigns, shall own or be entitled to use, as it or 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 grantee, its successors or assigns, may from time to time establish. And said grantee, its successors and assigns, shall have the right to lay down, 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 grantee, its successors or assigns, occupy any more of the right of way of any such other railway company for the purposes of such crossing than shall be reasonably necessary therefor, 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 tracks, nor for that purpose any oftener or longer than shall be reasonably necessary.

Section 4. The said grantee, for itself, its successors and assigns, in and by its acceptance of the benefit of this ordinance agrees that the track mentioned and described in paragraph one (1) of section two (2) of this ordinance shall be subject to the following provisions, to wit:

That any railway company or companies now owning or operating a standard gauge railway or railways in the City of Seattle, under franchise from said City, upon and over Whatcom Avenue or Railroad Avenue in said City, or any railway company or companies, or terminal railway company or companies, hereafter receiving a franchise from said City of Seattle and constructing

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

and operating, or operating, thereunder a standard gauge railway or railways, upon and over said avenues or either of them, shall have the right to acquire by purchase upon the basis of cost of construction, as hereinafter fixed, and interest thereon from the date of completion thereof, at the rate of four (4) per cent. per annum (except as hereinafter provided), an absolutely equal joint interest with the grantee herein, or with any of the successors or assigns of the grantee, to any interest thereof, or the then joint owners thereof, in and to the track constructed and operated under this franchise, and in and to the rights and privileges conferred by this franchise, subject to all the provisions of this ordinance, and said grantee, its successors and assigns, or the then joint owners of said track and franchise, upon receiving a tender of its or their pro rata proportion of such purchase price, as aforesaid, shall convey to such company or companies such pro rata proportion of its or their interest in said track and this franchise as to enable such company or companies to become an absolute equal owner with the other then owners of said track and this franchise. Thereafter such joint owners shall own and operate said railway track constructed under the terms of this franchise, so far as concerns the cost of maintenance and operation thereof, upon a wheelage basis, or upon such other basis as may be agreed upon by them.

In computing the purchase price for such equal interest in said track and franchise, no interest shall be paid upon the cost of construction by any railway company or companies now owning or operating a standard gauge railway in the City of Seattle, under a franchise from the said City, provided such railway company or companies shall pay for and acquire such interest within six months after the completion thereof, as herein provided, nor shall any such interest upon the cost of

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.



construction be paid by any new railway company or companies not now owning or operating under, but hereafter receiving a franchise from the City of Seattle, and constructing and operating thereunder a standard gauge railway upon or over said Avenues, or either of them, provided such railway company or companies acquire and pay for such interest in said track and this franchise, within one (1) year from the date of the acceptance by it or them of said franchise from said City; but as to any such railway company or companies last above described so failing to purchase and pay for such interest within said period of one (1) year, but thereafter electing to purchase such interest, interest at the rate of four (4) per cent. per annum upon the cost of construction thereof, as aforesaid, shall be computed and paid by it or them from the date of the acceptance by it or them of its or their franchise or franchises to the date of such purchase.

In case any of the said railway companies or terminal company or companies cannot agree with the said grantee, its successors or assigns, or with any of the then joint owners of the railway track to be constructed under the terms of this franchise, as to the terms and compensation to be paid for the acquisition of their equal joint interest in such track and franchise, or in case of a controversy as to any question arising under the terms of this franchise, or the construction, maintenance and operation of said track to be constructed hereunder, respecting the amount to be paid to the said grantee, its successors and assigns, or such joint owners, for the purchase and acquisition of an equal joint interest in such track and franchise, and the conditions, terms and regulations of such use, such controversy shall be submitted for arbitration to a board of disinterested arbitrators,

(16)

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

one to be appointed by each of the said railway companies so interested in, or desiring to become interested in said track and franchise, and in case such board of arbitrators shall consist of an even number, and they cannot agree upon a basis of arbitration or upon another arbitrator, then the board of Public Works of the City of Seattle, or such board or body as may be its successor, shall have the right to appoint such additional arbitrator. And in case any such company or companies fail, after receiving fifteen (15) days notice in writing requesting the appointment thereof, to appoint such an arbitrator, for the purpose of determining any such dispute or controversy, then the Board of Public Works of the City of Seattle, or such board or body as may be its successors, shall have the right to appoint any such arbitrator for such company or companies so failing to appoint, and such controversy shall be without delay submitted to such board of arbitrators, appointed as aforesaid, according to the laws in force in the State of Washington, relating to arbitrations, and such submission and the decision of such arbitrators thereon shall have the same force and binding effect upon the parties thereto as shall be provided by such laws in other cases of arbitration.

In determining the compensation to be paid for the purchase of any interest therein, as hereinbefore provided, no value shall be assigned to the franchise hereby granted.

Provided, however, that any railway company or companies upon acquiring a right to a joint ownership in said track as herein authorized, shall, as to said track, be subject to and become bound by the terms and provisions of section six (6) hereof, and shall pay an equitable and ratable proportion of the value of any overhead bridges and approaches theretofore constructed, and shall thereafter pay an equitable and ratable

17

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

proportion of the cost of renewal and maintenance of said bridges and approaches theretofore constructed, and of the cost of construction, renewal, and maintenance of any overhead bridges and approaches thereafter required by the City of Seattle, in pursuance of the provisions of section six (6) hereof, and shall also pay an equitable and ratable proportion of all abutting damages which said grantee, its successors or assigns, shall have paid, or become liable to pay, under the provisions of said section six (6) hereof.

Within ninety (90) days from and after the time of the completion of the track referred to in this section, the said grantee shall, for the purpose of preserving evidence of the cost thereof, file with the City Clerk of the said City of Seattle a sworn statement of the cost of such construction, and upon being required so to do by either the City Council or the Board of Public Works, shall submit the items of such cost of construction, together with the vouchers therefor.

Section 5. The use of that part of the track described in paragraph one (1) of section two (2) of this ordinance, lying between the Canal Waterway and a point at or near the intersection of the same with the north line of lot five (5) block three hundred sixty-nine (369), Seattle Tide Lands, produced east, shall be limited strictly to the switching or transfer of cars, and that part of said track shall not be used as a through track nor for the purpose of the transfer and delivery of cars from one railroad company's line to another railroad company's line simply as a transfer, nor from one section of any company's line to another section of the same company's line by transfer and shall be used wholly and strictly

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

as a track for the accommodation of wharves and business interests contiguous thereto in the legitimate switching and transfer of cars destined to or from said warehouses, wharves or docks; and all turnouts, and spurs to docks, wharves, and other industries between Whatcom Avenue and the East Waterway, shall be connected with said track.

Section 6. The City of Seattle hereby reserves the right, in the exercise of its police powers, to provide, by ordinance, for the construction, renewal and maintenance of a system of overhead bridges in that part of the City of Seattle lying east of the East Waterway and extending to or near Tenth Avenue South, in and along Connecticut Street and the streets and avenues south thereof in said City, to and inclusive of Spokane Avenue, where such bridges may hereafter be deemed necessary by the City of Seattle, together with the necessary approaches thereto, and to prescribe by ordinance the height, width and character of such bridges and approaches, and the time when the same or any portion thereof shall be so constructed or widened; and the said grantee, in and by its acceptance of this ordinance, consents and agrees to construct, renew and maintain its ratable and equitable proportion, as between all of the railway companies affected thereby, of such necessary overhead bridges and approaches, or such portions thereof, as may from time to time be lawfully required by ordinances of said City to be constructed, renewed, or maintained by said railway companies; provided, however, that in case any railway company shall hereafter, by ordinance, be granted the right to lay, maintain and operate tracks, or the right to the common use of any tracks, on any street or streets in said City, which said tracks shall be afforded any benefit or protection by said overhead bridges and approaches, a like burden in respect to the

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

construction and maintenance of such bridges and approaches shall be imposed upon the holder of such franchise, and in case any portion of said overhead bridges and approaches shall have been theretofore constructed, it shall also be required to re-pay the company or companies constructing the same a ratable and equitable proportion of the value thereof; and provided, further, that in case said City of Seattle shall hereafter grant to any railway company the right to lay, maintain and operate tracks in any street or streets in said City intersected by said bridges, or whose tracks shall be protected thereby, and more favorable terms or conditions shall in such ordinance be granted or imposed upon the grantee therein, the benefit of every such condition or provision in such ordinance shall inure to and be received and enjoyed by the grantee herein.

The said bridges and approaches shall be constructed by and under the authority and direction of the City of Seattle, and shall at all times be under its sole control and supervision.

And the said grantee, for itself, its successors and assigns, hereby waives any claim for damages by reason of the construction and maintenance of any of said bridges or approaches to any property it, or its successors or assigns, may own abutting upon or adjacent to such bridges or approaches, or any of them.

The City of Seattle shall, as soon as it shall deem practicable, proceed to establish, or reestablish, the grades of said streets and to ascertain by proper proceedings at law the total amount of damages, if any, to abutting property by reason of such overhead bridges and approaches, and shall thereupon take the proper legal steps, by filing a supplementary petition, to levy assessments against the property specially benefitted for the purpose of paying such damage awards; and in the event any

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

portion of said damages shall be ultimately assessed against the City of Seattle and said City be required to pay the same out of its general fund, or in the event of the City of Seattle being required to pay any further damages to abutting property in any action at law, by reason of the construction or maintenance of said overhead bridges or approaches, the grantee herein hereby agrees, for itself, its successors and assigns, to repay to the said City of Seattle its ratable and equitable proportion thereof, which shall be ascertained upon the same ratio as for the construction and maintenance of the said bridges and approaches.

Nothing herein contained shall be construed as a restraint upon the City in granting any franchise, or franchises, for the construction and operation of street railways, or as affecting the terms or conditions to be imposed by the City in granting any such franchise.

Section 7. Any other railway company heretofore having constructed or hereafter constructing a standard gauge railway to the City of Seattle, upon obtaining a franchise from the said City, giving access to any point therein from which it can reach with its engines and cars any point on the tracks herein below specified, and also a franchise permitting it or them to use and run its engines and cars upon the same, shall have the right to the common use, with the grantee herein, its successors or assigns, and the companies hereafter acquiring a joint interest in this franchise and the track herein mentioned, for the running thereon of the <sup>engines and</sup> cars of such other railway company, on all or any part of the tracks specified in the first, second and third paragraphs of section

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

two (2) of this ordinance, upon payment to the grantee herein, its successors or assigns, of such monthly or annual rental or other compensation as may be just and equitable, and subject to such reasonable rules and regulations as may be consistent with the prior rights of the grantee herein, its successors and assigns, and as shall not unnecessarily interfere with or impede the transaction and dispatch of the business of the grantee herein, its successors or assigns. And in case such railway company cannot agree with the grantee herein, its successors or assigns, upon the rental or compensation to be paid for such use of said tracks as aforesaid, any controversy or difference between them respecting the proper amount of such rental or other compensation, or respecting the conditions, terms, rules and regulations of such use, shall be submitted to arbitration as provided in section four (4) hereof. Any railway company or companies acquiring a right to the common use of the tracks mentioned in this section under the terms thereof shall be subject to and become bound by the terms and provisions of section six (6) hereof.

Section 8. Said grantee, its successors or assigns, shall begin work upon the construction of the track authorized in the first paragraph of section two (2) hereof within four (4) months after this ordinance shall take effect, and shall complete the construction of all that portion of said track lying between the Canal Waterway, referred to in said paragraph, and Yesler Way within two (2) years thereafter; and shall begin work upon the construction of the tracks authorized in the third paragraph of section two (2) hereof within four (4) months after this ordinance shall take effect, and shall complete the construction of all that portion of said track

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

between the southerly City boundary, referred to in said paragraph, and the south line of Massachusetts Street within two (2) years thereafter. And if said work shall not be begun within the time in this clause prescribed, or if said track shall not be completed and ready for use to the extent aforesaid, within the time in this clause prescribed, then unless the beginning of said work or the completion of such track, 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 grantee, its successors or assigns, the City Council of said City shall have the right, after sixty (60) days' notice to said grantee, its successors or assigns, to declare, by ordinance, the forfeiture of all rights, privileges and authorities herein granted.

Section 9. Said grantee shall switch and transfer cars shipped from any point on the lines of any other railway company outside the limits of the City of Seattle and delivered via the tracks of any such other railway company to said grantee, its successors or assigns, at a point within that part of the City of Seattle bounded on the north by Yesler Way and on the south by the south boundary line of the City named in Section two (2) hereof, for transfer to the consignee at a point situated on the tracks of said grantee, its successors or assigns, within the said limits, "or shipped from a point on the tracks of said grantee, its successors or assigns, within the said limits" and consigned via the lines of any other railway company to a point outside of the limits of the City of Seattle, at charges not in excess of the following:

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.



Where the length of such switching service between the point of destination or origin of such shipment on the tracks of said grantee, its successors or assigns, and the point of receipt or delivery of such car from or to such other companies measured by the shortest practicable track route, shall not exceed one-half mile, one dollar and fifty cents (\$1.50) per loaded car.

Where the length of such switching service, as aforesaid, shall not exceed one and one-half mile, two dollars (\$2.00) per loaded car.

Where the length of such switching service as aforesaid shall not exceed two and one-half miles, two dollars and fifty cents (\$2.50) per loaded car.

Provided, further, that where any such switching service shall involve the crossing of the Canal Waterway upon any drawbridge that may hereafter be constructed over the same, the actual cost of drawbridge service necessitated by such switching may be added to the charges above described therefor.

The above specified charges shall include the service of returning the empty car, or placing the empty car to be loaded as the case may be. In case an empty car is moved both ways, the charges for the double movement shall be the same as for a loaded car.

Provided, however, that the foregoing shall not be construed as requiring said grantee, its successors or assigns, to switch cars to or from any other railway company which shall not perform a like service, and at the rates aforesaid, in respect to cars received from or delivered to the grantee, its successors or assigns, by such other railway company, as aforesaid.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Said grantee, its successors and assigns, shall switch and transfer cars for any consignor or consignee or any other railway company on the tracks described in the first paragraph of section two (2) hereof at charges not in excess of the following:

Where the length of such switching service, measured along said track, shall not exceed one-half mile, one dollar and fifty cents (\$1.50) per loaded car.

Where the length of such switching service shall not exceed one and one-half miles, two dollars (\$2.00) per loaded car.

Where the length of such switching service as aforesaid shall not exceed two and one-half miles, two dollars and fifty cents (\$2.50) per loaded car.

Provided, however, that when cars move in drayage service only, fifty cents (\$.50) per loaded car may be added to the charges named in the last mentioned schedule.

Section 10. In case the tracks of any other railway company, as now laid and maintained in Colorado Street, between the south boundary of the City and the north line of Atlantic Street, shall prevent the laying of the track herein authorized to be laid, by said grantee, upon the right of way therefor herein granted, the said grantee is authorized to lay such track in said portion of said street, at such distances from the center line of the most easterly track now laid in said street, to the center line of the track to be laid by the grantee, as shall be reasonably necessary for the safe and convenient operation of said tracks; and to maintain such track on such location until said Colorado Street shall have been improved and filled to grade, and until the said existing tracks of any other railway company shall have been readjusted or removed

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

to their proper locations as required by the terms of any existing ordinances of said City, or by the action of said City, and after such readjustment or removal has been made, the grantee herein, its successors or assigns, shall readjust or remove said track to its proper location as provided by this ordinance.

Section 11. Said grantee shall agree and covenant in behalf of itself, its successors and assigns, with the said City of Seattle, in and by its acceptance of the benefits of this ordinance, that it or they will dedicate for street purposes a strip of land ten (10) feet in width, being the east ten (10) feet of block three hundred thirty-three (333), Seattle Tide Lands, said strip to be added to and become and remain a part of First Avenue South so long as said block three hundred thirty-three (333) shall be used for the purposes of a passenger station and no longer; said deed of dedication shall be filed with the City Comptroller of said City within one (1) year from and after the taking effect of this ordinance and shall contain a provision that the title to said strip shall revert to said grantee, its successors and assigns, free from any easement or use created by said dedication, whenever said block shall cease to be used for a passenger station as aforesaid.

Section 12. In the operation of the tracks authorized by this ordinance, said grantee, its successors and assigns, shall have the right to use steam power or any other motive power as it or they may deem suitable, subject to the reasonable control and regulation of the City of Seattle.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Section 13. The rights of way, and all the rights, privileges and authorities granted by this ordinance, and all benefits hereof, shall be assignable by said grantee, its successors or assigns, as it or they may at any time see fit, either as an entirety or as respects any one or more of the tracks, or parts of tracks, embraced within the scope of such grants; provided, however, that no such assignment, either total or partial, shall be of any force or effect until a copy thereof, certified as such by the Secretary of the assignee, or other officer or person having the proper custody of such assignment in its behalf, shall have been filed in the office of the City Comptroller.

Section 14. Nothing in this ordinance contained shall be construed as granting an exclusive franchise or privilege for the use of any street, avenue, alley or highway, or other public place, or any part thereof; and the grant herein contained shall be subject to the right of the City Council at any time hereafter to repeal, change, or modify said grant, if the franchise granted hereby is not operated in accordance with the provisions of such grant or at all, and the City of Seattle reserves the right at any time hereafter so to repeal, amend or modify said grant.

Section 15. In order to claim the benefit of this ordinance and to acquire the rights, privileges, and authorities hereby granted, said grantee, its successors or assigns, must within sixty (60) days after the taking effect of this ordinance, file in the office of the City Comptroller a copy, duly certified and attested by its Secretary, under its corporate seal, of a resolution duly adopted by its Board of Trustees, accepting the benefit of this ordinance and the rights,

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

privileges and authorities hereby granted, subject to all the conditions, restrictions, specifications and requirements herein expressed; and if such certified copy of such a resolution of acceptance shall not be so filed before the expiration of said time, this ordinance shall thereupon become void and of no effect.

Sec. 16 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 23<sup>rd</sup> day of APRIL 1906  
and signed by me in open session in authentication of its passage  
this 23<sup>rd</sup> day of APRIL 1906

*Allen Bowen*  
President of the City Council.

Approved by me this 2<sup>nd</sup> day of MAY 1906

*John Hickman Moore*  
Mayor.

Filed by me this 2<sup>nd</sup> day of MAY 1906

Attest:

*A. N. Carroll*  
City Comptroller and ex-officio City Clerk.

By *F. H. Hanson*  
Deputy Clerk.

Published MAY - 4 1906

*A. N. Carroll*  
City Comptroller and ex-officio City Clerk.

By *F. H. Hanson*  
Deputy Clerk.

Ordinance 13633

Milwaukee  
franchise.

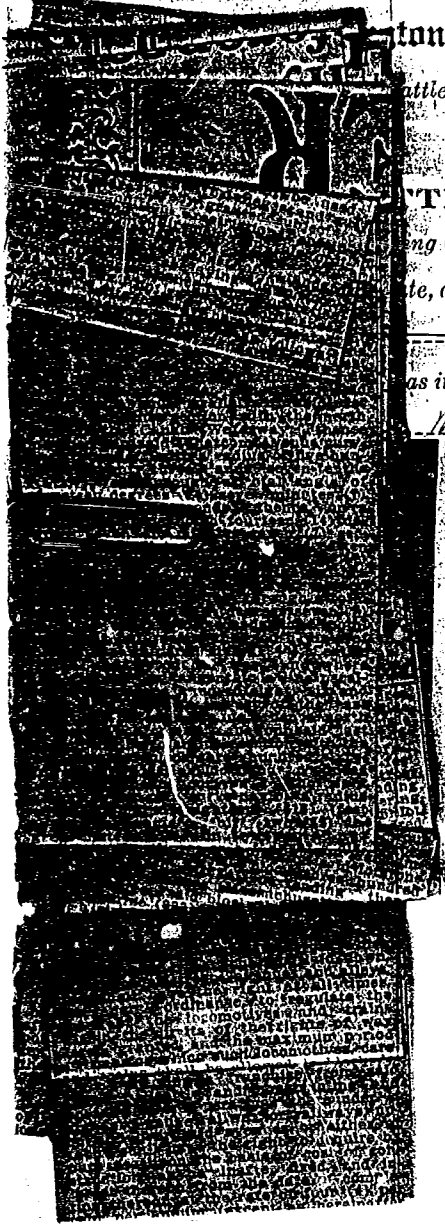
**FILED**

At.....o'clock.....M.

MAY 7 1906

H. W. CARROLL,  
CITY COMPTROLLER  
AND EX OFFICIO CITY CLERK

# Affidavit of Publication.



ton,  
attle,

W. P. HAMMONS, being sworn, says he is the

ATTLE DAILY BULLETIN, a daily newspaper, printed  
ing County, State of Washington; that it is a newspaper of general circula-  
te, and that the annexed, being Ordinance No. 15633

was published in said newspaper, and not in a supplement thereof and  
as it was published in the regular and entire issue of said paper on the  
May 1906, and that said newspaper was regularly dis-  
tributed to its subscribers on said day

*W. P. Hammons*

Subscribed and sworn to before me this 14<sup>th</sup>  
day of May 1906

*Alfred B. Smith*

Notary Public in and for the State of Washington,  
residing at Seattle

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

P. 1-66 P. & H. 1M

# Affidavit of Publication.

State of Washington.)

County of King, City of Seattle.)

W. P. HAMMONS, being sworn, says he is the publisher of the **SEATTLE DAILY BULLETIN**, a daily newspaper, printed and published at Seattle, King County, State of Washington; that it is a newspaper of general circulation in said County and State, and that the annexed, being Ordinance No. 13633

was published in said newspaper, and not in a supplement thereof and is a true copy of the notice, as it was published in the regular and entire issue of said paper on the

10 day of May 1901 and that said newspaper was regularly distributed to its subscribers on said day

ORDINANCE NO. 13633  
AN ORDINANCE OF THE CITY OF SEATTLE granting to the Chicago, Milwaukee & St. Paul Railway Company of Washington, its successors and assigns, and to the joint owners hereafter acquiring an interest in this franchise, in accordance with the provisions thereof, the right, privilege and authority to locate, lay down, construct, maintain and operate sundry tracks in, along and across sundry streets, avenues, alleys and other public places within the limits of said city, and granting to said Company, its successors and assigns, the right of way for such tracks in, along and across all such streets, avenues, alleys and other public places of said city.

Be it Obtained by the City of Seattle as follows:

Section 1. The City of Seattle does hereby grant to the Chicago, Milwaukee & St. Paul Railway Company of Washington, its successors and assigns, and to the joint owners hereafter acquiring an interest in this franchise, in accordance with the provisions thereof, the right, privilege and authority to locate, lay down, construct, maintain and operate sundry tracks of standard gauge railway as hereinbelow designated and specified, together with all needful crossovers and connections between any of said tracks and any other thereof, or any other tracks adjacent thereto, along and across sundry streets, avenues, alleys and other public places within the limits of said city; and also, a right of way for said tracks along and across all sundry streets, avenues, alleys or other public places of said city, as hereinafter described, together with such additional right of way for such tracks, or any thereof, as shall be requisite for the construction thereof of proper slopes and retaining walls for the road-bed of such tracks; provided, however, that after that part of any street or avenue crossed by such tracks shall have been graded, no such additional right of way for slopes or retaining walls within the limits of such street or avenue shall be used; all of which rights, privileges and authorities are hereby granted subject to all the conditions, restrictions, specifications and requirements in this ordinance expressed.

Section 2. The tracks of standard gauge railway, the laying down, construction, maintenance and operation thereof are authorized by this ordinance, and the right of way hereby granted for the same, are described as follows: First—One track of standard gauge railway, the center line whereof shall be, as nearly as may be, coincident with the center line of the right of way fifteen feet in width, for such track, the center line of which right of way shall begin at a point in that part of the south boundary line of the City of Seattle which crosses Island Number One (1), one hundred twenty-five (125) feet east of the west line of block three hundred thirty-six (336), Seattle Tide Lands, and which point is on the arc of a curve having a radius of twelve hundred seventy-three and six-tenths (12,733.6) feet, comprising a total angle of thirty-one (31) degrees one (1) minute and forty-five (45) seconds; the beginning of which curve is on a tangent drawn parallel with and eighty-two (82) feet northwesterly of and measured at right angles to the southwesterly line of Duwamish Avenue, produced southeasterly; thence northerly curving to the right on the said curve of said radius to a point where said center line becomes tangent to a line drawn parallel with and one hundred and five-tenths (105.5) feet west of the east line of Duwamish Avenue, produced south; thence north to an intersection with the north line of the Canal Waterway; thence northerly in said Duwamish Avenue curving to the left with a radius of five hundred seventy-three and seven-tenths (573.7) feet through a total angle of fourteen degrees (14) seven minutes (7) and seven (7) seconds; thence on a tangent running north fourteen (14) degrees seven (7) minutes seven (7) seconds west a distance of two hundred and forty-seven hundredths (240.47) feet; thence curving to the right, with a radius of five hundred seventy-three and seven-tenths (573.7) feet through a total angle of fourteen (14) degrees seven (7) minutes seven (7) seconds to a point where it intersects the south line of block three hundred sixty (360), Seattle Tide Lands, produced west, and where it also becomes tangent to a line parallel with and one hundred eighty-six and one-half (186.5) feet west of the east line of Duwamish Avenue; thence north in said Duwamish Avenue on said line described line to an intersection with the north line of block three hundred thirty-four (334), Seattle Tide Lands, produced westerly; thence curving to the right along the arc of a curve having a radius of six hundred eighty-four (684) feet through an angle of thirty-two (32) degrees seven (7) minutes twenty (20) seconds; thence on a tangent a distance of about four hundred (400) feet

Subscribed and sworn to before me this 10 day of May 1901

day of May 1901

Notary Public in and for the State of Washington  
Residing at Seattle



REPRODUCED FROM  
AVAILABLE DOCUMENT

the left along the line of a curve having a radius of 112.5 feet through an angle of fifteen (15) degrees two (2) minutes eight (8) seconds is a tangent which is parallel with and ninety-five and one-half (95.5) feet easterly of the westerly line of Railroad Avenue; thence northeasterly along Railroad Avenue to a point where it intersects the north line of lot eight (8), block three hundred sixty-nine (369), Seattle Tide Lands, produced east; thence on a reverse curve having a radius of seven hundred sixty-four (764) feet to a connection with a tangent parallel with and one hundred ten and one-half (110.5) feet easterly of the westerly line of Railroad Avenue; thence northerly on said last described line to a point where said curve is tangent to a line in Railroad Avenue parallel with and ninety and one-half (90.5) feet east of the westerly line of Railroad Avenue; thence north on said last described line to a point as nearly as may be at the intersection thereof with the north line of lot eight (8), block three hundred sixty-seven (367), Seattle Tide Lands, produced easterly; thence on a reverse curve turning first to the left then to the right with radii of nine hundred thirty-two (932) feet and one hundred seventy and four-tenths (170.4) feet respectively to a point where the northerly curve becomes tangent to a line in Railroad Avenue parallel with and seventy-five and one-half (75.5) feet east of the westerly line of Railroad Avenue; and which point is as nearly as may be at the intersection of said last described line with an east and west line drawn through the north line of lot four (4), block three hundred sixty-seven (367), Seattle Tide Lands; thence north on said line parallel with and seventy-five and one-half (75.5) feet east of the westerly line of said avenue to a point where it intersects the north line of lot three (3), block one hundred ninety-nine (199), Seattle Tide Lands, produced east; thence on a curve to the left with a radius of eight hundred three (803) feet through thirty-one (31) degrees forty-five (45) minutes and ten (10) seconds of curvature to a point where it becomes tangent to a line parallel with and fifty-nine and one-half (59.5) feet northeasterly from the southwesterly line of Railroad Avenue; thence northerly and fifty-nine and one-half (59.5) feet northeasterly from the southwesterly line of said Railroad Avenue to a point where it intersects the north line of Vesley Way, produced west; with the right of said grantee, its successors and assigns, to connect the track so to be laid on the right of way herein above described with the so-called "transfer track" as laid and maintained upon the right of way granted to the Seattle and International Railway Company by Ordinance No. 6094, entitled "An Ordinance granting to the Seattle and International Railway Company, its successors and assigns, and to the joint owners hereafter acquiring an interest in this franchise, in accordance with the provisions thereof, the right and authority to locate, lay down, construct, maintain and operate a railway track in, along, upon and over certain portions of Railroad Avenue and intersecting streets in the City of Seattle."

Second—One track of standard gauge railway, the center line whereof shall be, as near as may be, coincident with the center line of the right of way for such track, the center line of which right of way shall begin at the intersection thereof with the part of the south boundary line of the City of Seattle which crosses Island Number One (1), one hundred forty-one (141) feet east of the west line of block three hundred fifty-six (356), Seattle Tide Lands, and which point is on the arc of a curve having a radius of twelve hundred fifty-eight and six-tenths (1258.6) feet and with a total angle of forty-one (41) degrees one (1) minute and forty-five (45) seconds, the beginning of which curve is on a tangent drawn northeasterly measured at right angles to the southwesterly line of Duwamish Avenue, produced southeasterly, thence northerly on a curve of said radius to the right to a point where said curve becomes tangent to a line in Whitcomb Avenue drawn parallel with and eighty-five and one-half (85.5) feet east of the five and one-half (5.5) feet east line of said Whitcomb Avenue; thence north on said last described line to a point on the north line of the Canal Waterway, eighty-five and one-half (85.5) feet west of the east line of said Whitcomb Avenue; thence northerly in said Whitcomb Avenue curving to the left with a radius of eleven hundred forty-six and three-tenths (1146.3) feet through a total angle of seven (7) degrees thirty-three (33) minutes forty-six (46) seconds; thence on a tangent running north seven (7) degrees thirty-three (33) minutes forty-six (46) seconds west a distance of one hundred eighty-two and seventy-eight hundredths (182.78) feet; thence curving to the right with a radius of eleven hundred forty-six and three-tenths (1146.3) feet through a total angle of seven (7) degrees thirty-three (33) minutes forty-six (46) seconds to a point where it intersects the south line of block three hundred sixty (360), Seattle Tide Lands, produced west; and where it also becomes tangent to a line drawn in said Whitcomb Avenue parallel with and one hundred twenty-nine and one-half (129.5) feet west of the east line of said Whitcomb Avenue; thence north on said last described line to a point as nearly as may be, one hundred (100) feet south of the south line of Holgate Street produced west one hundred twenty-nine and one-half (129.5) feet; thence on a curve to the right with a radius of eleven hundred forty-six and three-tenths (1146.3) feet through an angle of thirty-two (32) degrees sixteen (16) minutes two (2) seconds to a point twenty-three (23) seconds to a point where said curve becomes tangent to a line drawn parallel with and eighty-nine and one-half (89.5) feet northeasterly of the southeasterly line of Railroad Avenue between lots three (3) and eleven (11) inclusive, of block three hundred sixty-five (365), Seattle Tide Lands; thence northeasterly in Railroad Avenue on said last described line a distance of two hundred five (205) feet; thence on a curve to the left with a radius of fifteen hundred forty and one-half (1540.5) feet through an angle of fifteen (15) degrees two (2) minutes eight (8) seconds to a point where said curve becomes tangent to a line drawn in Railroad Avenue parallel with and one hundred ten and one-half (110.5) feet easterly from the westerly line of Railroad Avenue; thence northerly on said last described line to a point where it becomes identical with the center line of the right of way described in the first paragraph hereof, at or near the intersection of the same with the north line of lot five (5) of block three hundred sixty-nine (369), Seattle Tide Lands, produced east.

Third—One track of standard gauge railway, the center line whereof shall be, as near as may be, coincident with the center line of the right of way therefor, the center line of which right of way shall begin, as near as may be, at the intersection of that part of the south boundary line of the City of Seattle which crosses Island Number One (1), one hundred forty-one (141) feet east of the west line of block three hundred fifty-six (356), Seattle Tide Lands, and which point is on the arc of a curve having a radius of twelve hundred fifty-eight and six-tenths (1258.6) feet and with a total angle of forty-one (41) degrees one (1) minute and forty-five (45) seconds, the beginning of which curve is on a tangent drawn northeasterly measured at right angles to the southwesterly line of Duwamish Avenue, produced southeasterly, thence northerly on a curve of said radius to the right to a point where said curve becomes tangent to a line in Whitcomb Avenue drawn parallel with and eighty-five and one-half (85.5) feet east of the five and one-half (5.5) feet east line of said Whitcomb Avenue; thence north on said last described line to a point on the north line of the Canal Waterway, eighty-five and one-half (85.5) feet west of the east line of said Whitcomb Avenue; thence northerly in said Whitcomb Avenue curving to the left with a radius of eleven hundred forty-six and three-tenths (1146.3) feet through a total angle of seven (7) degrees thirty-three (33) minutes forty-six (46) seconds; thence on a tangent running north seven (7) degrees thirty-three (33) minutes forty-six (46) seconds west a distance of one hundred eighty-two and seventy-eight hundredths (182.78) feet; thence curving to the right with a radius of eleven hundred forty-six and three-tenths (1146.3) feet through a total angle of seven (7) degrees thirty-three (33) minutes forty-six (46) seconds to a point where it intersects the south line of block three hundred sixty (360), Seattle Tide Lands, produced west; and where it also becomes tangent to a line drawn in said Whitcomb Avenue parallel with and one hundred twenty-nine and one-half (129.5) feet west of the east line of said Whitcomb Avenue; thence north on said last described line to a point as nearly as may be, one hundred (100) feet south of the south line of Holgate Street produced west one hundred twenty-nine and one-half (129.5) feet; thence on a curve to the right with a radius of eleven hundred forty-six and three-tenths (1146.3) feet through an angle of thirty-two (32) degrees sixteen (16) minutes two (2) seconds to a point twenty-three (23) seconds to a point where said curve becomes tangent to a line drawn parallel with and eighty-nine and one-half (89.5) feet northeasterly of the southeasterly line of Railroad Avenue between lots three (3) and eleven (11) inclusive, of block three hundred sixty-five (365), Seattle Tide Lands; thence northeasterly in Railroad Avenue on said last described line a distance of two hundred five (205) feet; thence on a curve to the left with a radius of fifteen hundred forty and one-half (1540.5) feet through an angle of fifteen (15) degrees two (2) minutes eight (8) seconds to a point where said curve becomes tangent to a line drawn in Railroad Avenue parallel with and one hundred ten and one-half (110.5) feet easterly from the westerly line of Railroad Avenue; thence northerly on said last described line to a point where it becomes identical with the center line of the right of way described in the first paragraph hereof, at or near the intersection of the same with the north line of lot five (5) of block three hundred sixty-nine (369), Seattle Tide Lands, produced east.

REPRODUCED FROM B1  
AVAILABLE DOCUMENT

Line drawn in Railroad Avenue parallel

1110.5 feet easterly from the western  
line of Railroad Avenue, thence north-  
easterly along said last described line  
to the intersection of Railroad Avenue to a point  
where it becomes identical with the center  
line of the right of way described in  
the first paragraph hereof, at or near  
the intersection of the same with the  
north line of lot five (5) of block three  
hundred sixty-nine (269), Seattle Tide

[illegible][illegible]

Section 3. The grant in this ordinance contained is made expressly subject to the following conditions and require

[illegible][illegible]

Third—At every traveled street intersection crossed at grade by the rights of way herein above granted and at distances of not more than one hundred (100) feet apart of any street used for grade travel across or along such rights of way or

Figure 1. Schematic representation of the experimental design. The subjects were divided into two groups: the control group and the experimental group. The control group was exposed to the control condition, and the experimental group was exposed to the experimental condition. The control condition was a standard condition, and the experimental condition was a modified condition. The subjects were exposed to the conditions for a period of time, and their responses were recorded. The results were then compared between the two groups.

REPRODUCED  
AVAILABLE D

such rights of way of each such tracks to be correspondingly recorded, replanked, repaved or otherwise improved, all such original or subsequent grading or improvement to be done wholly at the cost of said grantee, its successors and assigns, and under the supervision and subject to the acceptance of the Board of Public Works of the City of Seattle, provided, however, that said grantee, its successors or assigns, shall not be required to bear the expense of maintenance of so much of the flooring or paving of such streets as shall have been or shall be required to be borne by the owner or owners of any street or railway track or tracks now upon or that may hereafter be laid down upon such streets respectively by the terms of the franchise granted or to be granted by said city authorizing the laying down and maintenance of such 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 herein above granted, and at distances of not more than one hundred (100) feet apart of any street used for grade travel across or along such rights of way or tracks in the terminal grounds, as directed by the City of Seattle, the grantee herein, its successors or assigns, shall erect, and at its or 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 generally may 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 railway tracks may be operated, said grantee, its successors or assigns, shall be required to bear the burden of its proportional part only, such proportion being measured by the width of right of way owned by such road at such intersection.

Fourth—Said grantee, by its acceptance of this grant, does agree and covenant for itself, its successors and assigns, to and with the City of Seattle, to protect and save harmless said City 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 rights of way, or by reason of the negligent operation of said tracks, its successors and assigns, or of their railway tracks over the rights of way hereinbefore described. And in case any action or suit shall be begun against said City for damages arising out of or by reason of such defective construction, or maintenance, or improper occupation, or negligent operation, said grantee, its successors or assigns, may and shall upon notice to it or them of the commencement of such action or suit, defend the same at its or their sole cost and expense, and in case judgment shall be rendered against said City in such action or suit, shall fully satisfy said judgment within ninety (90) days after such action or suit, shall have been finally determined, if determined adversely to said City.

Fifth—Said grantee, its successors or assigns, shall allow such owner or occupant of a wharf or warehouse contiguous to any of the tracks herein authorized (except as otherwise provided in section five (5) hereof), or to any street, avenue, or other public place along which any of said tracks shall be constructed, and who shall have first procured from the Board of Public Works of said City a permit therefor, to use such track something the tracks of such railway with such wharf or warehouse; provided, however, that such grantee, its successors and assigns may at its or 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, including the reasonable value of any right of way, not within a street regulated 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 grantee, its successors and assigns, shall own or be entitled to use, as it or they shall determine upon the most proper therefore, and shall be subject to such reasonable rules and regulations as to the spacing and closing of the switch connecting access thereto, and as to the use of such track, as said grantee, its successors or assigns, may from time to time establish. And said grantee, its successors and assigns, shall have the right to lay down, 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 grantee, its successors or assigns, occupy any more of the right of way of any such other railway company for the purposes of such crossing, than shall be reasonably necessary therefor, 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 tracks, nor for that purpose any officer or longer than shall be reasonably necessary.

Section 4. The said grantee, for itself, its successors and assigns, in and by its acceptance of the benefit of this ordinance agrees that the track mentioned and described in paragraph one (1) of section two (2) of this ordinance shall be subject to the following provisions.

That any railway company or companies now owning or operating a standard gauge railway or railways in the City of Seattle, under franchise from said City, upon and over Westown Avenue or Railroad Avenue in said City, or any railway company or companies, or terminal railway company or companies, hereafter receiving a franchise from said City of Seattle and constructing and operating, or operating, thereunder a standard gauge railway or railways upon and over said avenues or either of them, shall have the right to acquire by purchase upon the basis of cost of construction, as hereinafter fixed, and interest thereon from the date of completion thereof, at the rate of four (4) per cent per annum (except as hereinafter provided), an absolutely equal joint interest with the grantee herein, or with any of the successors or assigns of the grantee, to any interest thereof, or the then joint owners thereof in and to the track constructed and operated under this franchise, and in and to the rights and privileges conferred by this franchise, subject to all the provisions of this ordinance, as to said grantee, its successors and assigns, or the then joint owners of said track and franchise, upon receiving a tender of its or their pro rata proportion of such purchase price, as aforesaid, shall convey to such company or companies such pro rata proportion of its or their interest in said track and this franchise as to enable such company or companies to become an absolute equal owner with the other then owners of said track and this franchise. Thereafter such joint owners shall own and operate said railway track constructed under the terms of this franchise, so far as concerns the cost of maintenance and operation thereof, upon a wholesale basis, or upon such other basis as may be agreed upon by them.

In computing the purchase price for such equal interest in said track and franchise, no interest shall be paid upon the cost of construction by any railway

REPRODUCED  
AVAILABLE

[illegible][illegible]

REPRODUCED FROM  
AVAILABLE DOCUMENTS

any portion thereof shall be so constructed, renewed, or maintained, in and by its acceptance of this ordinance, consents and agrees to construct, renew and maintain, its tracks and approaches, and to pay the cost of such necessary structural bridges and approaches, of such portions thereof as may from time to time be fully required by ordinances of said City to be constructed, renewed, or maintained by said railway companies; provided, however, that in case any railway company shall hereafter, by ordinance, be granted the right to lay, maintain and operate tracks, or the right to the common use of any tracks, on any street or streets in said City, which said tracks shall be afforded any benefit or protection as and to the extent of approaches, a like burden in respect to the construction and maintenance of such bridges and approaches shall be imposed upon the holder of such franchise, and in case any portion of said overhead bridges and approaches shall have been theretofore constructed, it shall also be required to repay the company or companies constructing the same a reasonable and equitable proportion of the value thereof; and provided, further, that in case said City of Seattle shall hereafter grant to any railway company the right to lay, maintain and operate tracks in any street or streets in said City intersected by said bridges, or whose tracks shall be protected therefrom by and more favorable terms or conditions shall in such ordinance be granted or imposed upon the grantees therein, the benefit of every such condition or provision in such ordinance shall inure to and be received and enjoyed by the grantee herein.

The said bridges and approaches shall be constructed by and under the authority and direction of the City of Seattle, and shall at all times be under its sole control and supervision.

And the said grantees, for itself, its successors and assigns, hereby waives any claim for damages by reason of the construction and maintenance of any of said bridges or approaches to any property, or the successors or assigns, may be abutting upon or adjacent to said bridges or approaches, or any of them.

The City of Seattle shall, as soon as it shall deem practicable, proceed to establish, or reestablish, the grades of said streets and to ascertain by proper proceedings at law the total amount of damages, if any, to abutting property by reason of such overhead bridges and approaches, and shall thereupon take the proper legal steps, by filing a supplementary petition, to levy assessments against the property specially benefited for the purpose of paying such damage awards; and in the event any portion of said damages shall be ultimately assessed against the City of Seattle, said city be required to pay the same out of its general fund, or in the event of the City of Seattle being required to pay any further damages to abutting property in connection with the construction or maintenance of said overhead bridges or approaches, the grantee herein hereby agrees, for itself, its successors and assigns, to repay to the said City of Seattle its reasonable and equitable proportion thereof, which shall be ascertained upon the same ratio as for the construction and maintenance of the said bridges and approaches.

Said ordinance contained shall be construed as a restraint upon the city in granting any franchise, or franchises, for the construction and operation of street railways, or an affecting the terms or conditions to be imposed by the city in granting any such franchise.

Section 4. Any other railway company heretofore having constructed or hereafter constructing a standard gauge railway to the City of Seattle, upon obtaining a franchise from the said city, having access to any point therefrom from which it can reach with its engines and cars any point on the tracks herein below specified, and also a franchise permitting it or them to use and run its engines and cars upon the same shall have the right to the common use, with the grantee herein, its successors or assigns, and the companies hereafter acquiring a joint interest in this franchise and the track herein mentioned, for the running thereon of the engines and cars of such other railway company, and all or any part of the tracks specified in the first, second and third paragraphs of section two (2) of this ordinance, upon payment to the grantee herein, its successors or assigns, of such monthly or annual rental or other compensation as may be just and equitable, and subject to such reasonable rules and regulations as may be consistent with the prior rights of the grantee herein, its successors and assigns, and shall not unnecessarily interfere with or impede the transaction and dispatch of the business of the grantee herein, its successors or assigns. And in case such railway company cannot agree with the grantee herein, its successors or assigns, upon the rental or compensation to be paid for such use of said tracks as aforesaid, any controversy or difference between them respecting the proper amount of such rental or other compensation, or respecting the conditions, terms, rules and regulations of such use, shall be submitted to arbitration as provided in section four (4) hereof. Any railway company or companies acquiring a right to the common use of the tracks mentioned in this section under the terms thereof shall be subject to and become bound by the terms and provisions of section six (6) hereof.

Section 5. Said grantees, its successors or assigns, shall begin work upon the construction of the track authorized in the first paragraph of section two (2) hereof within four (4) months after this ordinance shall take effect, and shall complete the construction of all that portion of said track lying between the Canal Waterway, referred to in said paragraph, and Yeager Way within two (2) years thereafter; and shall begin work upon the construction of the tracks authorized in the third paragraph of section two (2) hereof within four (4) months after this ordinance shall take effect, and shall complete the construction of all that portion of said track between the southern city boundary, referred to in said paragraph, and the south line of Massachusetts Street within two (2) years thereafter. And said work shall not be begun within the time in this clause prescribed, or if said track shall not be completed and ready for use to the extent aforesaid, within the time in this clause prescribed, then unless the beginning of said work, or the completion of such track, to the extent aforesaid, is the cause may be, shall have been prevented by injunctions, unavoidable delays or condemnation suits, strikes, riots, or some occurrence beyond the control of the City Council of said City shall have the right, after sixty (60) days' notice to said grantees, its successors or assigns, to declare, by ordinance, the forfeiture of all rights, privileges and authorities herein granted.

Section 6. Said grantees shall switch and transfer cars shipped from any point on the lines of any other railway company outside the limits of the City of Seattle and delivered via the tracks of any such other railway company to said grantees, its successors or assigns, at a point within that part of the City of Seattle bounded on the north by Yeager Way and on the south by the south boundary line of the City named in Section two (2) hereof, for transfer to the consignee at a point situated on the tracks of said grantees, its successors or assigns, within the said limits, or shipped from a point on the tracks of said grantees, its successors or assigns, within the said limits and consigned via the lines of any other railway company to a point outside the limits of the City of Seattle, at charges not in excess of the following:

REPRODUCED FROM  
AVAILABLE DOCUMENTS

REPRODUCED  
AVAILABLE

in the city of Seattle, Washington, and hereof within four (4) months after the date of the adoption of this ordinance shall take effect, and shall complete the construction of all that portion of said track lying between the Canal Waterway, referred to in said paragraph, and Yesler Way within two (2) years thereafter, and shall begin work upon the construction of the track authorized in the third paragraph of section two (2) hereof within four (4) months after this ordinance shall take effect, and shall complete the construction of all that portion of said track between the southerly City boundary, referred to in said paragraph, and the south line of Massachusetts Street within two (2) years thereafter. And if said work shall not be begun within the time in this ordinance prescribed, then unless the beginning of said work or the completion of such track, 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 grantee, its successors or assigns, the City Council of said City shall have the right, after sixty (60) days' notice to said grantee, its successors or assigns to declare, by ordinance, the forfeiture of all rights, privileges and authorities herein granted.

Section 2. Said grantee shall switch and transfer cars shipped from any point on the lines of any other railway company outside the limits of the City of Seattle and delivered via its tracks to any such other railway company to said grantee, its successors or assigns, at a point within that part of the City of Seattle bounded on the north by Yesler Way and on the south by the south boundary line of the City named in Section two (2) hereof, for transfer to the consignee at a point situated on the tracks of said grantee, its successors or assigns, within the said limits, or shipped from a point on the tracks of said grantee, its successors or assigns, within the said limits and consigned via the lines of any other railway company to a point outside of the limits of the City of Seattle, at charges not in excess of the following:

Where the length of such switching service between the point of destination or origin of such shipment on the tracks of said grantee, its successors or assigns, and the point of receipt or delivery of such car from or to such other railway company, shall not exceed one-half mile, one dollar and fifty cents (\$1.50) per loaded car.

Where the length of such switching service, as aforesaid, shall not exceed one and one-half miles, two dollars (\$2.00) per loaded car.

Where the length of such switching service, as aforesaid, shall not exceed two and one-half miles, two dollars and fifty cents (\$2.50) per loaded car.

Provided, further, that where any crossing of the Canal Waterway upon any drawbridge that may hereafter be constructed over the same, the actual cost of drawbridge service necessitated by such switching may be added to the charges above described therefor.

The above specified charges shall include the service of returning the empty car, or placing the empty car to be loaded as the case may be. In case an empty car is moved both ways, the charges for the double movement shall be the same as for a loaded car.

Provided, however, that the foregoing shall not be construed as requiring said grantee, its successors or assigns, to switch cars to or from any other railway company which shall not perform a like service, and at the rates aforesaid, in respect to cars received from or delivered to the grantee, its successors or assigns, by such other railway company, as aforesaid.

Said grantee, its successors and assigns, shall switch and transfer cars for any consignee or consignee or any other railway company on the tracks described in the first paragraph of section two (2) hereof at charges not in excess of the following:

Where the length of such switching service, measured along said track, shall not exceed one-half mile, one dollar and fifty cents (\$1.50) per loaded car.

Where the length of such switching service shall not exceed one and one-half miles, two dollars (\$2.00) per loaded car.

Where the length of such switching service, as aforesaid, shall not exceed two and one-half miles, two dollars and fifty cents (\$2.50) per loaded car.

Provided, however, that when cars move in drayage service only, fifty cents (\$0.50) per loaded car may be added to the charges named in the last-mentioned schedule.

Section 10. In case the tracks of any other railway company, as now laid and maintained in Colorado Street, between the southerly City boundary and the north line of Atlantic Street, shall prevent the laying of the track herein authorized to be laid by said grantee, upon the right-of-way therefor herein granted, the said grantee is authorized to lay such track in said portion of said street, at such distances from the center line of the track to be laid by the grantee, as shall be reasonably necessary for the safe and convenient operation of said track; and to maintain such track on such location until said Colorado Street shall have been improved and filled to grade, and until the said existing tracks of any other railway company shall have been readjusted or removed to their proper locations, as required by the terms of any existing ordinances of said City, and after such readjustment or removal has been made, the grantee herein, its successors or assigns, shall readjust or remove said track to its proper location as provided by this ordinance.

Section 11. Said grantee shall agree and covenant in behalf of itself, its successors and assigns, with the said City of Seattle, and by its acceptance of the benefits of this ordinance, that it or they will dedicate for street purposes a strip of land ten (10) feet in width, beginning on the east line of block three hundred thirty-three (333), Seattle, and extend south to and include the south line of said block three hundred thirty-three (333) shall be used for the purposes of a passenger station and for the use of the City of Seattle, and shall contain a provision that the title to said strip shall revert to said grantee, its successors and assigns, free from any easement or lien created by said dedication, whenever said block shall cease to be used for a passenger station as aforesaid.

Section 12. In the operation of the tracks authorized by this ordinance, said grantee, its successors and assigns, shall have the right to use steam power or any other motive power as it or they may deem best, subject to the reasonable control and regulation of the City of Seattle.

Section 13. The rights of way, and all the rights, privileges and authorities herein granted, shall be assignable by said grantee, its successors or assigns, as it or they may at any time see fit, either in entirety or as respects any part or more of the tracks, or parts of tracks, embraced within the scope of such assignment; provided, however, that no assignment, either total or partial, shall be of any force or effect until a copy thereof, certified as such by the Secretary of the designee, or other officer authorized by the proper authority of said grantee, shall have been

REPRODUCED  
AVAILABLE

REPRODUCE  
AVAILABLE

herein, its successors or assigns, shall readjust or remove said track to its proper location, as provided by this ordinance.

Section 11. Said grantee shall agree and covenant in behalf of itself, its successors and assigns, with the said City of Seattle, to and by its acceptance of the benefits of this ordinance, that it or they will dedicate for street purposes a strip of land ten (10) feet in width, bearing the east line (100) feet of block three hundred thirty-three (333), Seattle Title & Land Co. strip to be added to and become and remain a part of First Avenue south ten (10) feet of block three hundred thirty-three (333) shall be used for the purposes of a passenger station and no longer; said deed of dedication shall be filed with the City Comptroller of the City within one (1) year from and after the taking effect of this ordinance and shall contain a provision that the title to said strip shall revert to said grantee, its successors and assigns, free from any easement or use created by said dedication, whenever said land shall cease to be used for a passenger station as aforesaid.

Section 12. In the operation of the tracks authorized by this ordinance, said grantee, its successors and assigns, shall have the right to use steam power or any other motive power as it or they may deem suitable, subject to the reasonable control and regulation of the City of Seattle.

Section 13. The rights of way, and all the rights, privileges and easements granted by this ordinance, and all benefits hereof, shall be assignable by said grantee, its successors or assigns, as it or they may at any time see fit, either as an entirety or as respects any one or more of the tracks, or parts of tracks embraced within the scope of such grant; provided, however, that no such assignment, either total or partial, shall be of any force or effect until a copy thereof, certified as such by the Secretary of the assignee, or other officer or person having the proper custody of such assignment in its behalf, shall have been filed in the office of the City Comptroller.

Section 14. Nothing in this ordinance contained shall be construed as granting an exclusive franchise or privilege for the use of any street, avenue, alley or highway, or other public place, or any part thereof; and the grant herein contained shall be subject to the right of the City Council at any time hereafter to repeal, change or modify said grant, if the franchise granted hereby is not operated in accordance with the provisions of such grant or at all, and the City of Seattle reserves the right at any time hereafter so to repeal, amend or modify said grant.

Section 15. In order to claim the benefit of this ordinance and to acquire the rights, privileges and authorities hereby granted, said grantee, its successors or assigns, must within sixty (60) days after the taking effect of this ordinance, file in the office of the City Comptroller a copy duly certified and attested by its Secretary, under its corporate seal, of a resolution duly adopted by its Board of Trustees, accepting the benefit of this ordinance and the rights, privileges and authorities hereby granted, subject to all the conditions, restrictions, specifications, and requirements herein expressed; and if such certified copy of such a resolution of acceptance shall not be so filed before the expiration of said time, this ordinance shall thereupon become void and of no effect.

Sec 16. 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 by the City Council the 23rd day of April, 1906, and signed by me in open session in authentication of its passage this 23rd day of April, 1906.

D. W. BOWEN,  
President of the City Council.

Approved by me this 2nd day of May, 1906.

WM. HICKMAN MOORE, Mayor.

Filed by me this 2nd day of May, 1906.

Attest (Seal) H. W. CARROLL,  
City Comptroller and ex-officio City Clerk.

Published May 4, 1906.

REPRODUCED FROM BEST  
AVAILABLE DOCUMENT.