

## Ordinance No. 24547

An Ordinance of the  
City of Seattle granting  
to the Northern Pacific Ry. Co.  
the right, privi-  
lege and authority to  
locate, etc. railway track  
along and across sundry  
streets from Canal waterway  
to Railroad wh., on the  
West of Occidental Ave.

IN SECTION 3 BY W. F. F.

ORDINANCE No. 2838 / and by 34094

## Council Bill No. 12072

INTRODUCED: MAY 16 1910	BY: <u>REVELLE</u>
REFERRED:	TO: <u>CORPORATIONS</u>
REFERRED:	<u>STREETS</u>
REPORTED:	VETO:
SECOND READING: JUN 20 1910	PUBLISHED:
THIRD READING: JUL 11 1910	VETO SUSTAINED:
SIGNED: JUL 11 1910	PASSED OVER VETO:
PRESENTED TO MAYOR: JUL 6 - 1910	APPROVED: <u>JUL 11 1910</u>
FILED: <u>JUL 11 1910</u>	PUBLISHED:
ENGROSSED:	BY: <u>JSB</u>
VOL <u>1</u> PAGE <u>616</u>	
COMPARED BY: CONFERENCE	AND

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

ORDINANCE No. 28381

ORDINANCE No. 38084

IN SECTION 3 BY

ORDINANCE NO. 24547

ORDINANCE No. 34094

and by ord 42916

52267

by Ord 6055

AMENDED  
IN SECTION 3 BY  
ORDINANCE NO. 24547

AN ORDINANCE of the City of Seattle granting to the Northern Pacific Railway Company, a corporation organized under the laws of the State of Wisconsin, its successors and assigns, in perpetuity, the right, privilege and authority to locate, lay down, construct, maintain and operate sundry railway tracks in, along, upon and across sundry streets, avenues, alleys and other public places, and upon other property, all within the limits of said City, and granting to said Company, its successors and assigns rights of way for such tracks in, along, upon and across such streets, avenues, alleys and other public places and property of and in said City.

BE IT ORDAINED by the City of Seattle as follows;

SECTION I. The City of Seattle does hereby grant to the Northern Pacific Railway Company, a corporation organized under the laws of the State of Wisconsin, its successors and assigns, in perpetuity, 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 cross-overs and connections between any tracks adjacent thereto in, along, upon and across sundry streets, avenues, alleys and other public places and other property within the limits of and in said city, and also rights of way for said tracks in, along, upon and across such streets, avenues, alleys or other public places or property of and in said city as hereinafter described, all of which rights, privileges and authorities are hereby granted subject to all the conditions, restrictions, specifications and requirements in this ordinance expressed.

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

SECTION II. A single track of standard gauge railway and a right of way fifteen (15) feet in width for such track, together with the right to construct and maintain connecting spur tracks, switches, cross-overs and sidings, the center line of which right of way is described as follows:

Beginning at a point on the north line of Canal Waterway seven and one-half ( $7\frac{1}{2}$ ) feet east of the west line of Occidental Avenue, thence north parallel to and seven and one-half ( $7\frac{1}{2}$ )<sup>feet</sup> east of the said west line of Occidental Avenue to the south line of Railroad Way, in the City of Seattle, crossing all streets and public areas.

SECTION III. The grant in this ordinance contained is made expressly subject to the following conditions and requirements, to-wit;

First. The City of Seattle shall retain the same control of the streets in and across which said railway track shall be laid down, as over other streets in said city, and shall have the right at all times, by general ordinance, to regulate the speed of locomotives and trains within the limits of the right of way herein granted, and the maximum period of time for which locomotives, cars or trains shall be allowed to blockade travel along or across the streets embraced in this grant, and shall have such further control and police powers over such right of way as the city charter and state laws may now or hereafter permit.

Second. The City of Seattle hereby reserves to itself and its grantees, the right to carry all water mains, sewer mains, gas pipes, conduits and other public utilities, underneath and wires above any and all tracks herein authorized, and the right of access to any spaces occupied by such tracks within the limits of any such streets, 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 right shall be

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

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 right.

Third. 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 by ordinance or ordinances of the City of Seattle, said grantee, its successors or assigns, shall, to such width or extent within its right of way as the said city may from time to time by ordinance require to be improved, cause such parts of the streets or other public places lying within the right of way of such track as herein defined, to be graded, planked, paved or otherwise improved, whether tracks shall have been constructed therein or not, 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 improvements 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 the 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 improved, said grantee, its successors or assigns, shall cause the parts thereof lying within said right-of-way to be correspondingly regraded, replanked, repaved or otherwise reimproved, all of 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 said city.

Fourth. Said grantee, its successors and assigns, shall

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

allow each owner or occupant of a wharf, warehouse or industry  
1 contiguous to the railway track constructed under this franchise,  
2 and who shall have first procured from the Board of Public  
3 Works of said City, a permit therefor, a spur track connecting  
4 such railway track with such wharf, warehouse or industry;  
5 provided, however, that such grantee, its successors and assigns  
6 may at its or their option require that such spur track shall  
7 be constructed and maintained at the expense of such owner or  
8 occupant of such wharf, warehouse or industry, including the  
9 reasonable value of any right-of-way not within a street, requi-  
10 site thereof.

The use of such spur track shall be subject to such  
12 reasonable rules and regulations as to the opening and closing  
13 of the switch controlling access thereto, as the said grantee, its  
14 successors and assigns may from time to time establish, and said  
15 grantee shall have the right to lay down, construct, maintain  
16 and operate any such spur track for the use of the owner or oc-  
17 cupant of any such wharf, warehouse or industry, crossing in its  
18 course the track or tracks of any other railway company, pro-  
19 vided, however, that in no case shall said grantee, its successors  
20 or assigns, occupy any more of the right-of-way of any such other  
21 railway company for the purpose of such crossing than shall be  
22 reasonably necessary therefor, nor shall such space be occupied ot-  
23 herwise than in the course of transit of locomotives and cars  
24 across the same in the use of such spur tracks, nor for that  
25 purpose any oftener or longer than shall be reasonably necessary.

In case the grantee, its successors or assigns, shall  
27 be the owner or occupant of any wharf or warehouse, or shall  
28 desire to serve any of its own business or works with sidings,  
29 spurs or wyes, the privilege hereinbefore granted to and con-  
30 ferred upon private parties shall be granted, allowed and extended  
31 to said grantee, its successors and assigns.

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

Fifth. 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 erect and maintain at all crossings, by its tracks, of streets at grade, all such safety devices and appurtenances as may be necessary to protect and facilitate public travel; and with reference to all parts of such right-of-way 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 right-of-way, or by reason of the negligent operation by said grantee, its successors and assigns, of its or their railway trains over the right-of-way hereinabove 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 such judgment within ninety (90) days after such action or suit shall have been finally determined, if determined adversely to said city.

Sixth. At every travel street crossed at grade by the right-of-way hereinabove granted and at a distance of not more than one hundred (100) feet apart on any street used for grade travel along the right-of-way granted herein, where 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

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

1 system of the City of Seattle generally may be in operation,  
2 and the streets meeting and forming a "T" shall come under this  
3 provision as well as the streets actually crossed; provided, that  
4 at those intersections upon or across which other railway tracks  
5 may be operated, said grantee, its successors or assigns shall be  
6 required to bear the burden of its proportional part only, such  
7 proportion being measured by the width of the right-of-way owned  
8 by such road at such intersection.

9       Seventh. Said grantee by its acceptance of this grant, does  
10 agree and covenant for itself, its successors and assigns to and  
11 with the City of Seattle with reference to all parts of said right  
12 of way, in the operation over and the use of the tracks authorized  
13 by this ordinance, as far as the same may be upon any public street,  
14 not to place, spot or leave cars standing thereon, except as may  
15 be reasonably necessary in the use of such tracks, in switching,  
16 moving and placing cars upon the different spur tracks constructed  
17 for the purpose of serving warehouses and industries contiguous  
18 to the railway tracks constructed under this grant, and covenants  
19 and agrees for itself, its successors and assigns in the operation  
20 over said tracks and the use thereof not to place or spot cars  
21 thereon within the boundaries of any street for the purpose of  
22 being loaded or unloaded, or for any other purpose or use except  
23 as it may be necessary in switching thereover.

24       Eighth. At all the places where the track herein authorized  
25 shall cross any street at grade, the said grantee, its successors  
26 or assigns, shall construct the track so that the top thereof shall  
27 be of the same height as the street grade, and conform thereto,  
28 and the same shall be maintained in such manner at all times(ex-  
29 cept where a change is made because of the construction of a bridge)  
30 and the said city hereby reserves the right under ordinance to be  
31 duly enacted to raise or lower the grades of any streets at any



1 time, and when the said city shall by such ordinance raise or lower  
2 the grade of any such street, the said grantee, its successors  
3 or assigns, by the acceptance of this grant, hereby waives any  
4 and all damage that it or they may sustain by reason of such change  
5 of grade. Such waiver is made by the grantee hereunder, however,  
6 only upon condition that any change of grade hereafter made by the  
7 said city in the streets upon which the franchise is hereby granted  
8 shall not be unreasonable or such as to interfere with the proper  
9 and practical operation of said line of railway of said grantee, its  
10 successors or assigns, when the same shall have been adjusted to  
11 said new grade.

12 SECTION IV. Any other railway company heretofore having  
13 constructed or hereafter constructing a standard gauge railway to  
14 and in the City of Seattle upon obtaining a franchise from said city,  
15 giving access to any point therein, from which it can reach with  
16 its engines and cars any point upon the tracks laid upon that  
17 part of the right of way herein granted, including spurs leading there-  
18 from and lying within the limits of any public street, shall,  
19 subject to all the provisions and requirements of this ordinance,  
20 have the right to the common use with the grantee herein, its  
21 successors and assigns, and the companies hereafter acquiring a  
22 joint interest in this franchise and the tracks herein mentioned,  
23 for the running thereon of the engines and cars of such other rail-  
24 way company upon the payment to the grantee herein, its succe-  
25 ssors and assigns, of such monthly or annual rental or other com-  
26 pensation as may be just and equitable, and subject to such rea-  
27 sonable rules and regulations as may be consistent with the prior  
28 rights of the grantee herein, its successors and assigns, and as  
29 shall not unnecessarily interfere with or impede the transaction and  
30 dispatch of the business of the grantee herein, its successors or  
31



1 assigns. In case such railway company cannot agree with the  
2 grantee herein, its successors or assigns, upon the rental or  
3 compensation to be paid for such use of said tracks as aforesaid,  
4 any controversy or difference between them respecting the proper  
5 amount of such rental or other compensation, or respecting the  
6 conditions, terms, rules and regulations of such use shall be  
7 submitted to arbitration in conformity to the laws of the State  
8 of Washington in that regard, and such submission shall have the  
9 same force and binding effect upon the parties thereto as shall  
10 be provided by law in all other cases of arbitration.

11 SECTION V. The City of Seattle hereby reserves the  
12 right in the exercise of its police powers, to provide by ordinance  
13 for the construction, renewal and maintenance of a system of  
14 overhead bridges in that part of the city of Seattle lying east  
15 of East Waterway and extending to or near Tenth Avenue, South,  
16 between Jackson Street and Dakota Street, where such bridges may  
17 hereafter be deemed necessary by the City of Seattle, together  
18 with the necessary approaches thereto, and to prescribe by ordi-  
19 nance the width, height and character of the said bridges and  
20 approaches and the time when the same or any portion thereof shall  
21 be so constructed or widened, and the said grantee, its successors  
22 and assigns shall, and by the acceptance of this ordinance does  
23 agree that it will bear an equitable proportion of the cost of  
24 erecting and maintaining as between all the railroad companies  
25 affected thereby, such portion of such overhead bridges and approach-  
26 es thereto as may be constructed over such portion of the street  
27 or streets covered by this grant, or such proportion of the cost  
28 of construction over such portion of such streets, as may from time  
29 to time be lawfully required by ordinance of said city to be con-  
30 structed, renewed or maintained by said railway company; provided,  
31

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

1 however, that in case any railway company shall hereafter by or-  
2 dinance be granted the right to lay, maintain and operate tracks  
3 on any street or streets covered by this grant, which said  
4 tracks shall be afforded any benefit or protection by said overhead  
5 bridges and approaches, for the construction of which the grantee  
6 shall have contributed its equitable and ratable proportion of  
7 the costs thereof, a like burden with respect to the construction  
8 and maintenance of said bridges and approaches shall be imposed  
9 upon the holder of such franchise, and in case any portion of such  
10 overhead bridges and approaches shall have been theretofore con-  
11 structed it shall be required to repay the company or companies  
12 constructing the same a ratable and equitable proportion of the  
13 value thereof; and provided further that in case said City of Seattle  
14 shall hereafter grant to any railway company the right to lay,  
15 maintain and operate tracks in any street or streets in said city  
16 intersected by said bridges or approaches, but whose tracks shall  
17 be protected thereby, and more favorable terms and conditions by  
18 said ordinance be granted or imposed upon the grantee therein, the  
19 benefit of every such condition or provision of such ordinance  
20 shall inure to and be received and enjoyed by the grantee herein.

21 The bridges with approaches when required shall be constructed  
22 by and under the authority and direction of the Board of Public  
23 Works of the City of Seattle, and shall at all times be under the  
24 sole control and supervision of the City of Seattle.

25 In the construction of any and all bridges required under  
26 the provisions of this ordinance, the clearance between the under-  
27 side of the girders thereof and the top of the rails of the track  
28 of the grantee, its successors or assigns, shall not be less than  
29 twenty-two (22) feet.

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

SECTION VI. Said grantee, its successors and assigns, shall switch and transfer cars shipped from any point on the lines of any other railway companies outside of the present limits of the City of Seattle, and deliver <sup>such other</sup> via the tracks of any railway companies to said grantee, its successors or assigns, at a point on the aforesaid track of the grantee, its successors or assigns, for transfer to the consignee at a point situated on the said track of said grantee, its successors or assigns, or shipped <sup>from</sup> on a point on the tracks of said grantee, its successors or assigns, and consigned via the lines of any other railway companies to a point outside of the present 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 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 practical track route, shall not exceed one half ( $\frac{1}{2}$ ) mile, seven and one half ( $7\frac{1}{2}$ ) cents per ton for each ton of load in such car, subject however to the minimum of twenty (20) tons of load as hereinafter provided.

Where the length of such switching service as aforesaid is more than one half ( $\frac{1}{2}$ ) mile, and does not exceed one and one half ( $1\frac{1}{2}$ ) miles, ten (10) cents per ton for each ton of load in such car, subject however to a minimum of twenty (20) tons of load as hereinafter provided.

Where the length of such switching service as aforesaid is more than one and one half ( $1\frac{1}{2}$ ) miles and does not exceed two and one half ( $2\frac{1}{2}$ ) miles, twelve and one half ( $12\frac{1}{2}$ ) cents per ton for each ton of load in such car, subject however to a minimum of twenty (20) tons of load as hereinafter provided.

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

1           Where the length of such switching service as aforesaid  
2 is more than two and one half (2½) miles and does not exceed four  
3 (4) miles, twenty (20) cents per ton for each ton of load in such  
4 car, subject however to the minimum of twenty (20) tons as herein-  
5 after provided.

6           Provided further that where any such switching service  
7 shall involve the crossing of any water way upon any draw bridge  
8 that may hereafter be constructed over the same, the actual cost  
9 of the draw bridge service necessitated by such switching may be  
10 added to the charges above prescribed therefor.

11           All freight so switched shall be loaded by the  
12 consignor and unloaded by the consignee. The above specified  
13 charges shall include the services of return of empty car, or  
14 plading the empty car to be loaded, as the case may be, but if  
15 the car is loaded both ways then charges shall be collected on the  
16 basis of the weight of each load each way. Cars containing a load  
17 of less than twenty (20) tons shall be subject to a minimum charge  
18 equal to the amount which would be charged on a car containing a  
19 load of twenty (20) tons. In case a car is moved empty both ways  
20 the charge for the double movement shall be the same as though  
21 said car had been loaded with twenty (20) tons one (1) way.

22           Provided however that the foregoing shall not be  
23 considered as requiring said grantee, its successors or assigns,  
24 to switch cars for any person whomsoever to or from the tracks of  
25 any other railway company which shall not perform a like switching  
26 service and at the rates aforesaid, or rates equal thereto, in  
27 respect to cars received from or delivered to the tracks of said  
28 grantee, its successors or assigns by such other railway company  
29 as aforesaid. And this provision shall apply to any other company  
30 operating under the common user provision of this Ordinance under  
31 a franchise properly granted.

1            Provided however cars moved in dayage service  
2    fifty (50) cents per loaded car may be added to the charges named  
3    in the last mentioned schedule.

4            SECTION VII. In the operation of the track authorized  
5    by this Ordinance, said grantee, its successors and assigns, shall  
6    have the right to use steam power or any other motive power, that  
7    it or they may deem suitable, subject to the reasonable control  
8    and regulation of the City of Seattle.

9            SECTION VIII. The right of way and all the rights,  
10    privileges and authorities granted by this Ordinance, and all  
11    benefit hereof, shall be assignable by said grantee, its successors  
12    and assigns, as it or they may at any time see fit, either as an  
13    entirety, or as respects <sup>any interest therein or</sup> any part of its or their track embraced  
14    within the scope of such grant, provided however, that no such  
15    assignment, either total or partial, shall be of any force or  
16    effect until a copy thereof, certified as such by the secretary  
17    of the assignees, or other officer or person having the proper  
18    custody of such assignment in its behalf, shall be filed in the  
19    office of the City Comptroller, ex-officio City Clerk, of the City  
20    of Seattle.

21           SECTION IX. The said grantee, its successors and  
22    assigns, shall, within a period of twelve (12) months from the  
23    taking effect of this ordinance, construct and have in operation  
24    the track upon the right of way herein granted and described in  
25    section 2 hereof.

26           SECTION X. Nothing in this Ordinance contained shall  
27    be construed as granting an exclusive franchise or privilege for  
28    the use of any street, avenue, alley, highway or other public  
29    place, or any part thereof, and the grant herein contained shall  
30    be subject to the right of the City Council at any time hereafter  
31

1 to repeal, change or modify said grant if the franchise hereby  
2 granted is not operated in accordance with the provisions of such  
3 grant, or at all, and the City of Seattle reserves the right at  
4 any time hereafter so to repeal, amend or modify said grant.

5 SECTION XI. In order to claim the benefits of this  
6 Ordinance and to acquire the rights, privileges and authorities  
7 hereby granted, said grantee, its successors or assigns, must,  
8 within ninety (90) days after the taking effect of this Ordinance,  
9 file in the office of the City Comptroller, ex-officio City Clerk,  
10 a copy duly certified and attested by its secretary, under its  
11 corporate seal, of a resolution duly adopted by its Board of  
12 Directors, accepting the benefits of this Ordinance, and the rights,  
13 privileges and authorities hereby granted, subject to all the  
14 conditions, restrictions, specifications and requirements herein  
15 expressed, and if such certified copy of such resolution of  
16 acceptance shall not be filed before the expiration of said time,  
17 this Ordinance shall thereupon become void and of no effect.

18 SECTION XII. All the rights granted hereby, and all  
19 the conditions, restrictions, specifications and agreements  
20 expressed in this Ordinance shall inure to and for the benefit of,  
21 and be binding upon the successors and assigns of both the City of  
22 Seattle and the grantee herein.

23 XIII. This Ordinance shall take effect and be in  
24 force from and after its passage and approval, if approved by  
25 the Mayor; otherwise, it shall take effect at the time it shall  
26 become a law under the provisions of the City Charter.

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

1  
2  
3 Passed the City Council the 5<sup>th</sup> day of JULY,  
4 1910, and signed by me in open session in authentication of its  
5 passage this 5<sup>th</sup> day of JULY 1910.

6  
7 W. H. Murphy  
8 President of the City Council

9 Approved by me this 11<sup>th</sup> day of JULY, 1910.

10  
11 W. H. Murphy  
12 Mayor.

13 Filed by me this 11<sup>th</sup> day of JULY, 1910.

14 Attest: Wm J. Rothwell  
15 City Comptroller and ex-officio City Clerk.

16 By A. E. Ashcraft  
17 Deputy Clerk.

18 (SEAL)  
19 Published JUL 12 1910

20 Wm J. Rothwell  
21 City Comptroller and ex-officio City Clerk.

22 By A. E. Ashcraft  
23 Deputy Clerk.

24  
25  
26  
27  
28  
29  
30  
31  
NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
IT IS DUE TO THE QUALITY OF THE DOCUMENT.



## Affidavit of Publication

STATE OF WASHINGTON,  
County of King,

} ss.

JOSEPH BLETHEN, being duly 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

*Council Bill # 12072*, 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 for a period

of *ten* days, commencing on the *24<sup>th</sup>* day of

*June*, 19 *10*, and ending on the *5<sup>th</sup>* day of

*July*, 19 *10*, and that the said newspaper was regularly dis-

tributed to its subscribers during all of said period.

*Joseph Blethen*

Subscribed and sworn to before me this *5<sup>th</sup>* day

of *July* 19 *10*

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.