

AN ORDINANCE OF THE CITY OF SEATTLE granting to the OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, a corporation organized under the laws of the State of Oregon, its successors and assigns, 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 OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, a corporation organized under the laws of the State of Oregon, its successors and assigns, in perpetuity, the right, privilege and authority to 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 of said tracks 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 rights of way for 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 thereon of proper slopes and retaining walls for the roadbed 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 and rights of way 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 whereof are authorized by this Ordinance and the rights of way hereby granted for the same are described as follows, to-wit:

A right of way thirty (30) feet in width for two (2) tracks of standard gauge railway, 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 east line of Lot Six (6), Block Six (6), Seattle Tide Lands produced south, said point being distant fifty (50) feet northeasterly from, and measured at right angles to the northerly line of Commodore Way; thence north sixty degrees (60°) thirty-eight minutes (38') west along a line parallel to said northerly line for a distance of One Hundred Eighty (180) feet more or less to a point in the center line of Twenty-seventh Avenue West produced north, thence continuing north sixty degrees (60°) thirty-eight minutes (38') west for a distance of Twenty-seven and nine tenths (27.9) feet; thence northwesterly along a six degree (6°) curve to the left through an angle of twenty-nine degrees (29°) and nineteen minutes (19') for a distance of four hundred eighty-eight and six tenths (488.6) feet; thence north eighty-nine degrees (89°) and fifty-seven minutes (57') west for a distance of seven hundred forty-one and six tenths (741.6) feet, said course crossing the center line of Commodore Way at a point distant one hundred fifty-four and four tenths (154.4) feet northwesterly from the stone monument at the intersection of the center line of Commodore Way, Lawton Place and Thirtieth Avenue West, making an angle of Thirty-five degrees (35°) and fifty-three minutes (53') with the center line of Commodore Way; thence along a five degree (5°) curve to the right through an angle of twenty-

three degrees (23°) forty-three minutes (43') for a distance of four hundred seventy-four and three tenths (474.3) feet; thence north sixty-six degrees (66°) fourteen minutes (14') west for a distance of Three hundred fifty-eight and four tenths (358.4) feet, said course crossing the center line of Thirty-second Avenue West at a point, distant one hundred seventy-five and one tenths (175.1) feet north of the intersection of the center line of Lawton Place and Thirty-second Avenue West making an angle of Sixty-six degrees (66°) and seventeen minutes (17') with the center line of Thirty-second Avenue West; thence northwesterly along a five degree (5°) thirteen minute (13') curve to the right through an angle of forty-eight degrees (48°) seventeen minutes (17') for a distance of nine hundred twenty-five and five tenths (925.5) feet; thence continuing to the right along a ten degree (10°) curve through an angle of fifteen degrees (15°) fifty-two minutes (52') for a distance of one hundred fifty-eight and seven tenths (158.7) feet; thence north ^{two} degrees (2°) five minutes (5') west for a distance of eight hundred and four (804) feet; thence northwesterly along a five degree (5°) curve to the left through an angle of twenty degrees (20°) twenty-six minutes (26') for a distance of four hundred eight and seven tenths (408.7) feet, said curve crossing the center line of Market Street at a point distant two hundred twenty and nine tenths (220.9) feet west from the stone monument at the intersection of the center lines of Market Street and Thirty-fourth Avenue Northwest; thence north twenty-two degrees (22°) Thirty-one minutes (31') west for a distance of One Thousand and Ten (1010) feet, said course crossing the center line of Thirty-sixth Avenue Northwest making an angle of Twenty-two degrees (22°) fifty-nine minutes (59') therewith, at a point distant thirteen (13) feet south of the intersection of the center lines of West Fifty-ninth Street and Thirty-sixth Avenue Northwest; thence northwesterly along a one degree (1°)

thirty minute (30') curve to the right through an angle of thirty-seven degrees (37°) thirty-six minutes (36') thirty seconds (30") for a distance of two thousand five hundred seven and twenty hundredths (2507.20) feet to a point of compound curve, thence along a two degree (2°) thirty minute (30') curve to the right through an angle of eight degrees (8°) fifty-nine minutes (59') thirty seconds (30") a distance of three hundred fifty-nine and sixty-seven hundredths (359.67) feet, said one degree (1°) thirty minute (30') curve crossing the center line of West Sixtieth Street at a point distant one hundred thirty-two and three tenths (132.3) feet west of the intersection of Thirty-sixth Avenue Northwest with West Sixtieth Street; thence North Twenty-four degrees (24°) five minutes (5') east for a distance of one thousand two hundred thirty-nine and seventy-one hundredths (1239.71) feet; thence northerly along a four degree (4°) curve to the left through an angle of thirty-two degrees (32°) thirty-two minutes (32') for a distance of eight hundred thirteen and thirty-seven hundredths (813.37) feet; thence north eight degrees (8°) twenty-seven minutes (27') west for a distance of One hundred fifty-three and three tenths (153.3) feet; thence northerly along a four degree (4°) curve to the right through an angle of twenty-six degrees (26°) ten minutes (10') for a distance of six hundred fifty-four and two tenths (654.2) feet, said curve crossing the center line of West Eightieth Street at a point distant seven hundred fifty-five and seven tenths (755.7) feet west of the southeast corner of the northeast one-quarter ($\frac{1}{4}$) of the northeast one-quarter ($\frac{1}{4}$) of Section Three (3), Township Twenty-five (25) N, Range Three (3) East, W.M., making an angle of one hundred six degrees (106°) forty-six minutes (46') with said center line of West Eightieth Street; thence north seventeen degrees (17°) forty-three minutes (43') east for a distance of three hundred ninety-three and five tenths (393.5) feet; thence

northerly along a four degree (4°) curve to the left through an angle of thirty-one degrees (31°) twenty-four minutes (24') for a distance of seven hundred eighty-five (785) feet; thence north thirteen degrees (13°) forty-one minutes (41') West for a distance of two hundred thirty and six tenths (230.6) feet to a point on the north line of Section Three (3), Township Twenty-five (25) North, Range Three (3) East, W.M., being the north City Limits of Seattle, distant six hundred fifty-six and four tenths (656.4) feet west of the northeast corner of Section Three (3) said course making an angle of seventy-six degrees (76°), twenty-two minutes (22') with the north line of said Section Three (3).

Said right of way crossing in its course, the U.S. Government Road, Government Lots Five (5) and Six (6), Section Eleven (11) Township Twenty-five (25) North, Range Three (3) East, W.M., Commodore Way, Block Six (6) Lawton Park Addition, Harley Avenue, Block Seven (7) Lawton Park Addition, 32nd Avenue West, Blocks Eight (8) and Twelve (12) Lawton Park Addition, the alley lying between said Blocks Eight (8) and Twelve (12), 33rd Avenue West, Block Thirteen (13), Lawton Park Addition, Johnson Avenue, Block Fourteen (14) Lawton Park Addition, the alleys in said Block Fourteen (14), 34th Avenue West, Commodore Way, Government Lot Six (6), Section Ten (10), Township Twenty-five (25) North, Range Three (3) East, Block Nine (9) of Seattle Tide Lands, Salmon Bay Waterway, Block Fourteen (14), Ballard Tide Lands, Reserve No. Four (4), Bryggers' Second Home Addition, Great Northern Railway Company's right of way, Seaview Avenue, Blocks Twelve (12), Eleven (11), Eight (8), Five (5) and One (1), Bryggers' Second Home Addition, the alleys lying in said Blocks, Market Street, West 56th Street, West 57th Street, West 59th Street, 36th Avenue Northwest, West 60th Street, unplatted tract of land lying between Bryggers' Second Home Addition and Prospect Beach Addition, Blocks Seven (7), Eleven (11) and Ten (10) Prospect Beach Addition,

Street to be dedicated to be known as West 61st Street, 37th Avenue Northwest, West 62nd Street, West 65th Street, unnamed Street lying north of Block Ten (10) said Addition, Tracts Eleven (11), Ten (10) and Nine (9), Ballard's Four (4) Acre Home Tracts, West 67th Street, West 68th Street, West 70th Street, Blocks four (4) and Five (5) Summit Heights First Addition, Reserve "A" Summit Heights Second Addition, West 71st Street, West 75th Street, Blocks Seven (7) and Eight (8) Ballard Water Front Addition, 35th Avenue Northwest, West 77th Street, West 80th Street, Lots fourteen (14), Thirteen (13), Twelve (12), Ten (10), Nine (9), Eight (8), Seven (7), Loyal Heights Addition Division No. 1, and the unplatted tract of ground lying west of said Addition.

Also, a right of way fifteen (15) feet in width for one track of standard gauge railway, 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:

Commencing at a point on the center line of West 56th Street distant two hundred sixty-five and six tenths (265.6) feet east from the center line of Thirty-sixth Avenue Northwest; thence south twenty-two degrees (22°) thirty-one minutes (31') east one hundred seventy-two and six tenths (172.6) feet; thence southeasterly along a six degree (6°) curve to the left through an angle of seventy-six degrees (76°) twenty-one minutes (21') for a distance of one thousand two hundred seventy-two and five tenths (1,272.5) feet, said curve crossing the center line of Market Street, at a point distant one hundred sixty-three and six tenths (163.6) feet west of the center line of Thirty-fourth Avenue Northwest and the center line of 32nd Avenue Northwest distant four hundred fourteen and eight tenths (414.8) feet south from the center line of Market Street; thence north eighty-one degrees (81°) eight minutes (8') east along a line parallel to and distant thirty-two and five tenths (32.5) feet southerly from the south-

erly from the southerly line of Reserve "A" and "B" Brygger's First Home Addition to the City of Ballard for a distance of two thousand one hundred ninety-eight and eight tenths (2,198.8) feet; thence easterly along a ten degree (10°) curve to the right through an angle of fifty-four degrees (54°) eighteen minutes (18') for a distance of five hundred forty-three (543) feet to a point on the center line of the franchise, thirty (30) feet in width immediately joining on the northerly and easterly side of the southerly and westerly line of Shilshole Avenue, being common user and granted to the Seattle & Montana Railway Company by the town of Ballard, being Ordinance No. 46; thence a right of way thirty (30) feet in width for two (2) tracks of standard gauge railway, extending in a southerly and easterly direction along said franchise of the Great Northern Railway, to the easterly extremity of Shilshole Avenue, together with the right to construct, maintain and operate connecting spur tracks, spur track switches, crossovers and sidings.

Said right of way crossing in its course, the south one-half of 56th Street, Block Eleven (11) and Twelve (12), Brygger's Second Home Addition, and the alleys lying in said blocks, Market Street, 34th Avenue Northwest, Reserve No. One (1), Brygger's 2nd Home Addition, 32nd Avenue Northwest, 30th Avenue Northwest, West 54th Street, H.W. Treat's Creosote Tract, sometimes known as H.W. Treat's Second Addition, 28th Avenue Northwest, Block "A", H.W. Treat's First Addition, 26th Avenue Northwest, Farmdale Acre Tract No. 49, 24th Avenue Northwest, Shilshole Avenue.

Also, the right, privilege and authority to lay down, construct, maintain and operate such tracks as said grantee, its successors and assigns may at any time elect, within the following described property:

The southerly one hundred fifteen (115) feet of H.W. Treat's Creosote Tract, sometimes known as H.W. Treat's Second

Addition; all of Block "A", H.W.Treat's First Addition; all that part of Farmdale Tract Forty-nine (49), lying between the south line of Market Street and the northerly right of way of the Great Northern Railway; all that part of Twenty-eighth Avenue Northwest lying west of Block "A", H.W.Treat's First Addition, and all that part of 26th Avenue Northwest, lying east of said Block "A", all of 24th Avenue Northwest lying between the south line of Market Street and the northerly right of way line of the Great Northern Railway.

Also a right of way fifteen (15) feet in width for one track of standard gauge railway, together with the right to construct and maintain connecting spur tracks, switches, cross-overs and sidings on Commodore Way, from a point near 30th Avenue West to the westerly end of said Commodore Way near 35th Avenue West, the center line of which right of way is described as follows:

Beginning at a point which is North thirty-three degrees, fifty-two minutes fifty-eight seconds ($33^{\circ} 52' 58''$) East a distance of one hundred eight and nine hundred forty-eight thousandths (108.948) feet from the Stone Monument at the intersection of the center lines of Commodore Way, Lawton Place and 30th Ave. West; thence northwesterly along a ten degree (10°) curve to the right through an angle of thirty-five degrees, fifty-three minutes ($35^{\circ} 53'$) a distance of three hundred fifty-eight and eighty-three hundredths (358.83) feet to a point on the center line of Commodore Way; thence North fifty-four degrees, four minutes ($54^{\circ} 04'$) West along the center line of Commodore Way a distance of five hundred sixty-seven and ninety-seven hundredths (567.97) feet; thence along an eight degree (8°) curve to the left through an angle of sixteen degrees, thirty-seven minutes ($16^{\circ} 37'$) a distance of two hundred seven and seventy-one hundredths (207.71) feet; thence North seventy degrees, forty-one minutes ($70^{\circ} 41'$) West a distance of one hundred forty-four and fifty-four hundredths (144.54) feet; thence along a ten (10°) degree curve to the right through an angle of twenty degrees, twenty-two minutes, thirty-five seconds ($20^{\circ} 22' 35''$) a distance of two hundred three and seventy-six hundredths (203.76) feet; thence North fifty degrees, eighteen minutes twenty-five seconds ($50^{\circ} 18' 25''$) West a distance of one hundred forty and sixty hundredths (140.60) feet; thence along an eight degree (8°) curve to the left through an angle of eight degrees, twenty-five minutes, nineteen seconds ($8^{\circ} 25' 19''$) a distance of one hundred five and twenty-seven hundredths (105.27) feet; thence North fifty-eight degrees, forty-three minutes, forty-four seconds ($58^{\circ} 43' 44''$) west a distance of four hundred eighty and seventeen hundredths feet (480.17) to the westerly end of Commodore Way.

Provided, however, that the grantee, its successors and assigns, shall not be required to construct any track or tracks upon the right of way on said Commodore Way hereinabove granted, until it shall have constructed its main line under the grants in this Ordinance contained, nor until such time thereafter as the United States shall request the construction of said track to a connection with the grounds owned by the United States at Fort Lawton. If, at the time the grantee is requested to construct said track, as above provided, the City of Seattle has extended Commodore Way from its present westerly end to or near the grounds owned by the United States at Fort Lawton, the City agrees to grant the said grantee an extension of said right of way for the full length of said Commodore Way as extended; and if at such time the City has not acquired the right of way for such extension of Commodore Way, it will, on request of the grantee herein, condemn and acquire a right of way sixteen (16) feet in width from the westerly end of Commodore Way to the said grounds of the United States, and will grant to the grantee herein a right of way over such extension, and the grantee will thereupon pay to the City the award in condemnation for said extended right of way; provided further, that the grantee herein, as to said right of way on Commodore Way, shall not be subject to any of the conditions and requirements contained in Section 3 of this Ordinance until it shall have constructed its track or tracks thereon, and then only to the extent of the width of the right of way upon which such track or tracks are constructed.

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

FIRST: The City of Seattle shall retain the same control of the streets, avenues and alleys in and across which said railway tracks shall be laid down, as over other streets, avenues and alleys, and shall have the right at all times, by general Ordinance, to regulate the speed of the locomotives and trains within the limits of the rights of way herein granted, and the maximum period of time for which said 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 power 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 in 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 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 any of the rights of way herein granted, whether tracks shall have been constructed thereon or not, to be graded, planked, paved or otherwise improved, for the full width of said right of way, 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 re-graded, re-planked, re-paved or otherwise re-improved, 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 re-graded, re-planked, re-paved or otherwise re-improved, said grantee, its successors or assigns, shall cause the parts thereof lying within any of said rights of way herein granted, whether tracks shall have been constructed thereon or not, to be correspondingly re-graded, re-planked, re-paved or otherwise re-improved, for the full width of said right of way, all such original or subsequent grading or improvement to be done wholly at the cost of said grantee, its successors or 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 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 franchise respectively shall remain in force.

THIRD: At every travelled street crossed at grade by the rights 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, and also at every travelled street where the railroad trains are carried over said street by viaducts, 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 system of the City of Seattle generally may be in operation, and the streets meeting and forming a "T" shall come under this provision as well as streets actually crossed; 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 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 said rights of way, 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 of said grantee, its successors and assigns, of its or their railway trains 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 them or it 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.

FIFTH: Said grantee, its successors or assigns, shall allow each owner or occupant of a warehouse or industry contiguous to any of the tracks herein authorized, 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 warehouse or industry, provided, however, that said grantee, its successors and assigns, may at its or their option require that such spur track and all street grading, planking or paving appertaining to the right of way of such spur track, shall be constructed and maintained at the expense of such owner or occupant of such warehouse or industry, including the reasonable value of any right of way, not within the street and requisite therefor, and provided further, that any such spur track shall start from such of the railway tracks in the neighborhood of such warehouse or industry, and which said grantee, its 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 sai/

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 warehouse or industry 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 purpose 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: Said grantee, its successors and assigns, 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 on the track of the grantee, its successors or assigns, for transfer to the consignee at a point situated on the tracks of said grantee, its successors or assigns, or shipped from a point on the tracks of said grantee, its successors or assigns, 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 companies measured by the shortest practicable track route shall not exceed one-half mile, seven and one-half (7½) 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 shall not exceed one and one-half mile, 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 shall not exceed two and one-half miles, twelve and one-half (12½) 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, shall not exceed four miles, twenty (20) 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 shall be in excess of four miles upon any of the aforesaid tracks granted by this franchise and within the corporate limits of the City of Seattle, twenty-five (25) 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.

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 the drawbridge service necessitated by such switching may be added to the charges above described therefor.

All freight so switched shall be loaded by the consignor and unloaded by the consignee. The above specified charges shall include the service of returning the empty car or of placing the empty car to be loaded, as the case may be, but if the car is loaded both ways, then charges shall be collected on the basis of the weight of each load, each way. Cars containing a load of less than twenty (20) tons shall be subject to a minimum charge equal to the amount which would be charged on a car containing a load

of twenty (20) tons. Cars loaded in excess of twenty (20) tons shall be subject to charges based on the actual weight of the load. In case a car is moved empty both ways, the charge for the double empty movement shall be the same as though said car had been loaded with twenty (20) tons one way.

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

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 5: That any other railway company heretofore having constructed or hereafter constructing a standard gauge railway to the City of Seattle, or any public or municipal agency for the operation of railroads other than street railways, or any terminal railway company 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 hereinbelow specified, so far as such right of way may lie within or along any public street or highway, 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 of such right of way and tracks lying within such public street or highway, with the grantee herein, its successors or assigns, and the companies hereafter acquiring a joint interest in this franchise; upon the 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

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 successor, 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 herein granted.

provided however, that any railway company or companies, upon acquiring a right to a joint ownership in said tracks as herein authorized, shall, as to said tracks, be subject to and become bound by the terms and provisions of this ordinance, and shall pay an equitable and ratable proportion of the value of any bridges theretofore constructed, and shall thereafter pay an equitable and ratable proportion of the cost and renewal and maintenance of said bridges theretofore constructed, and of the cost of construction, renewal and maintenance of any overhead bridges and approaches thereafter required by the City of Seattle.

Section 6: The tracks of the Railroad Company herein provided for shall be constructed across Harley Avenue at an elevation above City datum of approximately forty-six (46) feet, and in case said street shall not be vacated, and shall be improved across the right of way strip hereby granted, the same shall be carried over the tracks of the Railroad Company so as to provide a vertical clearance of at least twenty-two (22) feet

above the top of the rails of said tracks, and the Railroad Company shall construct a suitable bridge over its said right of way to carry said street, at such time during or after the construction of its said railroad line, upon the right of way hereby granted, as it may be required so to do by the City Council.

The said railroad tracks shall be constructed across 32nd Avenue West at an elevation above City datum of approximately forty-seven (47) feet, and in case said street shall not be vacated, and shall be improved across the right of way strip hereby granted, the same shall be carried over the tracks of the Railroad Company so as to provide a vertical clearance of at least twenty-two (22) feet above the rails of said track, and the Railroad Company shall construct a suitable bridge over its said right of way to carry said street, at such time during or after the construction of its said railroad line, upon the right of way hereby granted, as it may be required so to do by the City Council.

The said railroad tracks shall be constructed across 33rd Avenue West at an elevation above City datum of approximately forty-seven (47) feet, and in case said street shall not be vacated, and shall be improved across the right of way strip hereby granted, the same shall be carried over the tracks of the Railroad Company so as to provide a vertical clearance of at least twenty-two (22) feet above the top of the rails of said tracks, and the Railroad Company shall construct a suitable bridge over its said right of way to carry said street, at such time during or after the construction of its said railroad line, upon the right of way hereby granted, as it may be required to do by the City Council.

The said railroad tracks shall be constructed across Johnson Avenue at an elevation above City datum of approximately forty-seven (47) feet, and in case said street shall not be

vacated, and shall be improved across the right of way strip hereby granted, the same shall be carried over the tracks of the Railroad Company so as to provide a vertical clearance of at least twenty-two (22) feet above the top of the rails of said tracks, and the Railroad Company shall construct a suitable bridge over its said right of way to carry said street, at such time during or after the construction of its said railroad line, upon the right of way hereby granted, as it may be required so to do by the City Council.

Said railroad tracks shall cross 34th Avenue West and the intersection of 34th Avenue West and Commodore Way at an elevation above City datum of approximately forty-seven (47) feet, and at this point the Railroad Company shall carry its track over said street by a suitable viaduct.

Section 7: The tracks of the Railroad Company herein provided for shall be constructed across Seaview Avenue and Market Street at an elevation above City datum of approximately forty-seven (47) feet at Seaview Avenue and approximately forty-eight (48) feet at Market Street. At this point the Railroad Company shall carry its tracks over said streets by a suitable railroad viaduct.

Said railroad tracks shall be constructed across West 56th Street at an elevation above City datum of approximately fifty-one (51) feet. At this point the Railroad Company shall carry its tracks over said street by a suitable railroad viaduct.

Said railroad tracks shall be constructed across West 57th Street at an elevation above City datum of approximately fifty-three (53) feet, and in case said street shall not be vacated and shall be improved across the right of way strip hereby granted, the same shall be carried over the tracks of the Railroad

Company so as to provide a vertical clearance of at least twenty-two (22) feet above the top of the rails of said tracks, and the Railroad Company shall construct a suitable bridge over its said right of way to carry said street, at such time during or after the construction of its said railroad line, upon the right of way hereby granted, as it may be required so to do by the City Council.

Said railroad tracks shall be constructed across West 59th Street and 36th Avenue Northwest, at the intersection thereof, at an elevation above City datum of approximately fifty-six (56) feet, and in case said streets shall not be vacated and shall be improved across the right of way hereby granted, the same shall be carried over the tracks of the Railroad Company so as to provide a vertical clearance of at least twenty-two (22) feet above the top of the rails of said tracks, and the Railroad Company shall construct a suitable bridge over its said right of way to carry said street, at such time during or after the construction of its said railroad line, upon the right of way hereby granted, as it may be required so to do by the City Council.

Said railroad tracks shall be constructed across West 60th Street at an elevation above City datum of approximately fifty-nine (59) feet, and in case said street shall not be vacated and shall be improved across the right of way strip hereby granted, the same shall be carried over the tracks of the Railroad Company so as to provide a vertical clearance of at least twenty-two (22) feet above the top of the rails of said tracks, and the Railroad Company shall construct a suitable bridge over its said right of way to carry said street, at such time during or after the construction of its said railroad line, upon the right of way hereby granted, as it may be required ^{so} to do by the City Council.

Said railroad tracks shall be constructed across 37th Avenue Northwest at an elevation above City datum of approximately sixty-three (63) feet, and across West 62nd Street at its intersection with 37th Avenue Northwest at an elevation above City datum of approximately sixty-four (64) feet, and in case said streets shall not be vacated and shall be improved across the right of way strip hereby granted, the Railroad Company shall carry its tracks over the said street by a suitable railroad viaduct.

Said railroad tracks shall be constructed across that portion of the south branch of West 65th Street, between blocks Ten (10) and Eleven (11), Prospect Beach Addition to the City of Ballard, now of Seattle, at an elevation above City datum of approximately sixty-seven (67) feet, and in case said street shall not be vacated and shall be improved across the right of way strip hereby granted, the Railroad Company shall carry its tracks over the said street by a suitable railroad viaduct.

Said railroad tracks shall be constructed across West 67th Street at an elevation above City datum of approximately seventy-two (72) feet, and in case said street shall not be vacated and shall be improved across the right of way strip hereby granted, the Railroad Company shall carry its tracks over the said street by a suitable railroad viaduct.

Said railroad tracks shall be constructed across West 70th Street at an elevation above City datum of approximately seventy-nine (79) feet, and in case said street shall not be vacated and shall be improved across the right of way strip hereby granted, the Railroad Company shall carry its

tracks over the said street by a suitable railroad viaduct .

Whenever the track or tracks of said grantee, its successors or assigns, as constructed along the right of way hereby granted, shall cross any other streets or avenues, if the said streets or avenues are not vacated and are improved so as to require a bridge or under crossing, then the said Railroad Company, during or after the construction of its said line along the right of way hereby granted, shall build such bridges or under crossing over or under its said right of way as the City of Seattle may require.

Section 8: The grantee, its successors or assigns, shall at such time as the City Council may require, during or after the construction of its said railroad line upon the right of way herein granted, acquire and dedicate to the public a right of way thirty (30) feet in width, for a public street, beginning on the westerly line of Harley Avenue, at the easterly end of Lot Fifteen (15), and the southerly end of Lot One (1), Block Seven (7), Lawton Park Addition, and extending from said point in a northwesterly direction across Blocks Seven (7), Eight (8) and Twelve (12) of Lawton Park Addition, to 33rd Avenue West, and shall construct bridges similar in all respects to the bridges to be constructed by the Great Northern Railway Company over their right of way across Harley Avenue, over the right of way hereby granted, and at such time as the Council may require, during or after the construction of its said railway line.

The grantee, its successors or assigns, shall, at the time of commencing the construction of that portion of its line commencing at a point on the center line of West 56th Street, distant two hundred sixty-five and six tenths (265.6) feet east from the center line of 36th Avenue Northwest, thence southerly across Reserve No. 1 to Seaview Avenue, and easterly along Seaview

Avenue, and easterly along Seaview Avenue to the south line of 14th Avenue Northwest, provide a strip of land forty (40) feet in width, north of and adjacent to its right of way through Reserve No. 1, between 34th Avenue Northwest and 32nd Avenue Northwest, and dedicate the same for a public street, and shall also provide for widening the alley in Block Twelve (12), Brygger's Second Home Addition, to a width of forty (40) feet, and shall dedicate the same as a public street.

Said grantee, its successors or assigns, shall, at such time as 36th Avenue Northwest has been dedicated and improved from West 60th Street to the southerly line of Prospect Beach Addition, and when so ordered by the City Council, provide a strip of land, or an easement for a street, sixty (60) feet in width, lying within the limits of the northerly and southerly lines of West 61st Street produced westerly, from a westerly line of the said 36th Avenue Northwest, as produced and dedicated, to the easterly line of new Seaview Avenue, as provided and dedicated by the Great Northern Railway Company, and shall dedicate the said strip of land to the public as a public street to be known as West 61st Street.

Said grantee, its successors or assigns, shall give and grant to the City of Seattle, an easement for the purpose of constructing and maintaining a sewer, twenty (20) feet in width across the right of way of said grantee, its successors or assigns, between 32nd Avenue West and 34th Avenue West.

Section 9: Any other railway company heretofore having constructed or hereafter constructing a standard gauge railway to and in the City of Seattle, or any public or municipal agency for the operation of railroads other than street railways, upon obtaining a franchise from said City, giving access thereto, with its engines and cars, shall, subject to all the provisions and requirements of this Ordinance, have the right to the common use with the grantee herein, its successors and assigns, of any bridge and tracks

thereon, which shall be constructed by such grantee, its successors or assigns, across Salmon Bay Waterway in the City of Seattle, in connection with the construction of the railroad tracks contemplated by this Ordinance, and upon the tracks of said grantee for a distance

of ^{Three} Hundred (300) feet from either end thereof to the extent of the reasonable capacity thereof, upon the payment of a just and reasonable compensation for said use; the just and reasonable compensation to be paid by any such Railway Company for the use of such bridge and tracks, shall in no event be less than its use proportion thereof, upon a car basis, of five (5) per cent per annum, on the cost of such bridge and tracks and the property so used and the same proportion of the cost of subsequent maintenance and operation thereof including taxes.

The Railroad Company shall within two (2) years from the time of the completion of such bridge, file with the Comptroller of the City of Seattle a statement under the oath of its Chief Engineer or Chief Auditing Official, of the total cost thereof; and thereafter, within six (6) months after the construction of any enlargement thereof, or any permanent additions thereto, file a similar statement of the cost thereof.

The use by such other Railway Company of such bridge and tracks shall however, be 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 despatch of the business of the grantee herein, its successors or assigns.

Section 10: All bridges herein required to be constructed by the grantee, its successors or assigns, for the purpose of carrying any improved street and the traffic thereon, above and across the rights of way hereby granted, and the tracks constructed thereon, shall be constructed at such time during or after the construction of its said line of railroad upon the right

of way herein granted, as required by the City Council, and upon eighteen (18) months notice of such requirement. Such bridges and their abutments shall be constructed of proper and suitable materials, and in such manner as may be approved by the proper officers of the City of Seattle, and with a vertical clearance in all cases of at least twenty-two (22) feet from the under side of the girders thereof to the top of the rails of the tracks of grantee, its successors or assigns, and so as to provide such width of roadway thereon not exceeding the width of the streets, as the City may require.

The Oregon-Washington Railroad & Navigation Company, its successors and assigns, shall build and maintain such bridges with their abutments, throughout the entire length thereof, across the right of way hereby granted and the tracks constructed thereon, provided that the City of Seattle shall maintain the planking or paving, sidewalks and lights on said bridges, subsequent to the original construction thereof; but this proviso shall not be construed as relieving the grantee from local assessments incident to such maintenance in common with other property subject to such assessments.

The Railway Company, by its acceptance of the benefits of this franchise Ordinance, shall be deemed to have waived, for itself, its successors or assigns, any claim for damages, by reason of the erection or maintenance of any such bridges, to any property it, its successors or assigns, may own abutting upon or adjacent to such bridges, or any of the approaches thereof.

Section 11: Whenever, by the provision of this Ordinance, the grantee, its successors or assigns, is or shall be required to construct and maintain a bridge for carrying a street across its right of way, or shall be required to furnish and dedicate a new street, and the Great Northern Railway Company shall be, by another Ordinance of this City, required to construct and maintain a bridge or shall be required to furnish and dedicate a street at the same location, the construction and maintenance or dedication thereof by either of said Companies shall fully

discharge the obligation of both Companies.

Section 12: The City of Seattle shall have the right and the right is hereby expressly reserved, to prescribe by Ordinance the hours during which the grantee, its successors or assigns, may move and operate cars, trains and locomotives over, on and along Seaview Avenue.

Section 13: Said grantee, its successors or assigns, shall complete the construction of its said railroad line along the right of way herein granted, on or before the 31st day of December, 1917, and if the construction of said line is not completed within the times in this clause prescribed, or within such further periods of time as shall have been granted by ordinance, then unless the completion of the construction of said line shall have been prevented by injunction, unavoidable delays in terminating 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 14: 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 that they or either of them may deem suitable, subject to the reasonable control and regulations of the City of Seattle.

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Section 15: The rights of way, and all the rights, privileges and authorities granted by this Ordinance, and all the benefit hereof, shall be assignable by said grantee, its successors or assigns, as it or they may at any time elect, 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 ^{by} such 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 16: 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 hereby granted 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 17: 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 Directors, 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.

Section 18: 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 7th day of JUNE 1912, and signed by me in open session in authentication of its passage this 7th day of JUNE, 1912.

Robert A. Hesketh
President _____ of the City
Council.

APPROVED by me this 17th day of JUNE, 1912.

[Signature]
Mayor.

FILED by me this 17th day of JUNE, 1912.

Attest:

A. W. Carroll
City Comptroller and ex-officio City
Clerk.

By _____
Deputy Clerk.

A. W. Carroll
City Comptroller and ex-officio
City Clerk.

Published

JUN 10 1912

By

[Signature]
Deputy Clerk.