

## Ordinance No. 57179

Granting to the Great Northern Railway Company and the Northern Pacific Railway Company, rights of way for, and the right, privilege and authority to locate, lay down, construct, maintain and operate sundry railway tracks in, along and across sundry streets, avenues and other public places within the limits of the City of Seattle.

## Council Bill No. 42343

INTRODUCED JAN 28	BY:
REFERRED FEB 1 1929	TO:
REFERRED:	
REPORTED FEB 1	VETO:
SECOND READING FEB 1	PUBLISHED:
THIRD READING MAR 5	VETO SUSTAINED:
SIGNED 3	PASSED OVER VETO:
PRESENTED TO MAYOR MAR 8	APPROVED:
FILED MAR 8	PUBLISHED MAR 5
ENROLLED VOL 62 PAGE 236	BY: Cm
COMPALED BY:	
AND	

AMENDED ORD. 92566

J. V. O'NEILL & Co

1. G.P.Ry Co

Can't get P. Ryco

See Back Cover

149154 - assignment of interest of C&W RR, char. Co. to W.P. RR Co

# B 34322 - Bond-Spur Track, Georgetown Realty, Inc.  
# B 38083 - " " " " " "

67873- Auth collection of cost of work

ORDINANCE No. 57179

AN ORDINANCE Granting to the Great Northern Railway Company and the Northern Pacific Railway Company, rights of way for, and the right, privilege and authority to locate, lay down, construct, maintain and operate sundry railway tracks in, along and across sundry streets, avenues and other public places within the limits of the City of Seattle.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

AMENDED ORD.

92566

Section 1. That the City of Seattle does hereby grant to the Great Northern Railway Company, a corporation, and the Northern Pacific Railway Company, a corporation, in perpetuity, the right, privilege and authority to locate, lay down, construct, maintain and operate sundry tracks of standard gauge railway upon the franchise rights of way hereinafter designated and specified, and such cross-overs and connections between said tracks, or between said tracks and any other tracks adjacent thereto as may be reasonably necessary, and upon permit granted by the Board of Public Works, or such other body as may in the future be by law authorized to act; Provided, however, that no crossovers are to be permitted across the main line tracks hereinafter designated between Wall Street and West Prospect Street except by authority of the City Council, all of which rights, privileges and authorities and franchise rights of way, are hereby granted, subject to all the conditions, restrictions, specifications and requirements in this ordinance expressed.

For the purpose of more readily determining the track or tracks in question in the sections and paragraphs hereinafter mentioning particular tracks, the following numbers or designations will govern:

Track No. 1. The track on the franchise rights of way described in Section 2, paragraphs 4, 8 and 9, and the most westerly track on the right of way described in Section 2, paragraph 7, designated the Westerly Switching track.

Track No. 2. The track on the franchise rights of way described in Section 2, paragraphs 2 and 10, the most westerly track on the franchise right of way described in Section 2, paragraph 3, and the most easterly track on the right of way described in Section 2, paragraph 7, designated the Westerly Running track.

Track No. 3. The most westerly track on the franchise right of way described in Section 2, paragraph 11, designated the South Bound Main track.

Track No. 4. The most easterly track on the franchise right of way described in Section 2, paragraph 11, designated the North Bound Main track.

Track No. 5. The most westerly track on the franchise right of way described in the first part of Section 2, paragraph 1, and the middle track on the franchise right of way described in the second part of Section 2, paragraph 1, the middle track on the franchise right of way described in Section 2, paragraph 3, the track on the franchise right of way described in Section 2, paragraph 6, designated the Easterly Running track.

Track No. 6. The most easterly track on the franchise right of way described in Section 2, paragraphs 1 and 3, the track on the franchise right of way described in Section 2, paragraph 5, designated the Easterly Switching track.

Section 2. The franchise rights of way hereby granted for the tracks of standard gauge railway, the laying down, construction, maintenance and operation whereof are authorized by this ordinance, are described as follows, to-wit:

(1) A right of way thirty (30) feet in width, being the most easterly thirty (30) feet of Railroad Avenue from a connection with existing right of way of the railway companies at a line drawn at right angles to the east line of Railroad Avenue at its intersection with

the north line of Yesler Way and extending northerly to a line drawn at right angles to Railroad Avenue at a point two hundred seventy-three and seven one-hundredths (273.07) feet, more or less, north of the north line of University Street.

Thence a right of way of variable width in Railroad Avenue, the center line of which is described as follows: beginning at a point in the northerly boundary of the above description, being two hundred seventy-three and seven one-hundredths (273.07) feet, more or less, north of the north line of University Street and fifteen (15) feet measured westerly at right angles from the east line of Railroad Avenue; thence northerly along a seven degree thirty minute ( $7^{\circ}30'$ ) curve to the left through an angle of seventeen degrees four minutes forty-one seconds ( $17^{\circ}04'41''$ ) a distance of two hundred twenty-seven and eighty-seven one-hundredths (227.87) feet, to a point of tangency on a line twenty-one and five-tenths (21.5) feet measured westerly at right angles from the east line of Railroad Avenue produced southerly, said right of way being thirty (30) feet in width at the point of beginning and increasing uniformly to forty-three (43) feet in width at the end of the last described curve; thence a right of way forty-three (43) feet in width, and continuing northerly parallel to the east boundary of Railroad Avenue to a line drawn at right angles thereto from the northwest corner of Block One Hundred Seventy-five (175), Seattle Tide Lands, at which point the northerly boundary of the right of way above described is coincident with the southerly boundary of the easterly forty-three (43) foot <sup>right of way</sup> described in paragraph 3.

(2) A right of way fourteen (14) feet in width in Railroad Avenue, the center line of which is described as follows: Commencing at the intersection of the east line of Railroad Avenue with the north line of Yesler Way; thence westerly at right angles to Railroad Avenue a distance of ninety-one and five-tenths (91.5) feet to the true point of beginning of this description; thence northerly ninety-one and five-tenths

(91.5) feet westerly from and parallel to that portion of the east line of Railroad Avenue lying south of Union Street and said portion produced northerly to a point forty-six and seventy one-hundredths (46.70) feet, more or less, north of the north line of Union Street; thence along a seven degree thirty minute ( $7^{\circ}30'$ ) curve to the left through an angle of seventeen degrees four minutes forty-one seconds ( $17^{\circ}04'41''$ ) a distance of two hundred twenty-seven and eighty-seven one-hundredths (227.87) feet to a point of tangency on a line thirty-six (36) feet westerly, measured at right angles from the easterly line of Railroad Avenue produced southerly; thence continuing northerly parallel to the easterly line of Railroad Avenue produced southerly to a line drawn at right angles thereto from the northwest corner of Block One Hundred Seventy-five (175), Seattle Tide Lands, at which point the northerly boundary of the right of way above described is coincident with the southerly boundary of the westerly fourteen (14) feet of the forty-three (43) foot right of way described in paragraph 3.

(3) A right of way forty-three (43) feet in width in Railroad Avenue, beginning at a line at right angles to the east line of Railroad Avenue produced southerly drawn from the northwest corner of Block One Hundred Seventy-five (175), Seattle Tide Lands, and extending northerly to the center line of the right of way of the Tunnel tracks described in paragraph 11, said forty-three (43) foot right of way being the most easterly forty-three (43) feet of Railroad Avenue.

(4) A right of way fourteen (14) feet in width in Railroad Avenue, beginning at a line at right angles to Railroad Avenue drawn from the intersection of the easterly line thereof with the northerly line of Yesler Way and extending northerly to the southwesterly boundary of the right of way of the Tunnel tracks in the vicinity of Battery Street described in Paragraph 11, the easterly boundary of said fourteen (14) foot right of way being coincident with the westerly



boundary of the rights of way described in paragraphs 2 and 3.

(5) A right of way fifteen (15) feet in width in Railroad Avenue and Railroad Avenue West, beginning at the center line of the right of way of the Tunnel tracks in the vicinity of Battery Street, described in paragraph 11, and extending northerly along Railroad Avenue and Railroad Avenue West to a line drawn at right angles to Railroad Avenue West from a point on the east line thereof three hundred sixty-two and ninety-nine one-thousandths (362.099) feet northerly from the north line of West Galer Street, the east boundary of said fifteen (15) foot right of way being coincident with the east line of Railroad Avenue, and the east line of Railroad Avenue West. Also a right of way fifteen (15) feet in width, beginning at the end of the above description and extending northerly to the west line of 17th Avenue West, the easterly boundary line of said fifteen (15) foot right of way being the production northerly of the east boundary of the right of way first above described.

(6) A right of way fifteen and five-tenths (15.5) feet in width in Railroad Avenue ~~and Railroad Avenue West~~ beginning at the center line of the right of way of the Tunnel tracks in the vicinity of Battery Street described in paragraph 11, and extending northerly along Railroad Avenue and Railroad Avenue West to the west line of 17th Avenue West, the easterly boundary of said fifteen and five-tenths (15.5) foot right of way being coincident with the westerly boundary of the fifteen (15) foot right of way described in paragraph 5.

(7) A right of way of irregular width in Railroad Avenue for turnout tracks and to connect the rights of way described in paragraphs 4, 8 and 10, said right of way being described as follows:

Beginning at the intersection of the north line of Battery Street produced westerly, with the westerly boundary of the right of way described in paragraph 4; thence northerly along a direct line to a line fifty-eight (58) feet southerly from and parallel to the center line of Vine Street, and ninety-three (93) feet westerly of, measured at right

angles to the easterly line of Railroad Avenue; thence easterly along said parallel line to the west boundary of the right of way for Tunnel tracks described in paragraph 11, a distance of twenty-nine and five-tenths (29.5) feet; thence southerly along said west boundary of right of way for Tunnel tracks to the westerly boundary of the right of way described in paragraph 4; thence southerly along said westerly boundary to the point of beginning.

(8) A right of way fourteen (14) feet in width in Railroad Avenue, beginning at a line fifty-eight (58) feet southerly from and parallel to the center line of Vine Street; thence northerly to the north line of Broad Street produced westerly, the center line of said fourteen (14) foot right of way being fifty-five and five-tenths (55.5) feet west of the westerly boundary of the fifteen and five-tenths (15.5) foot right of way described in paragraph 6.

(9) A right of way fourteen (14) feet in width in Railroad Avenue and Railroad Avenue West, beginning at the north line of Broad Street produced westerly; thence northerly to the north line of West Garfield Street, the center line of said fourteen (14) foot right of way being fifty-five and five-tenths (55.5) feet west of the west boundary of the fifteen and five-tenths (15.5) foot right of way described in paragraph 6.

(10) A right of way fifteen and five-tenths (15.5) feet in width in Railroad Avenue and Railroad Avenue West, beginning at a line fifty-eight (58) feet southerly from and parallel to the center line of Vine Street; thence northerly to the north line of West Garfield Street and the west line of Seventeenth Avenue West, the center line of said fifteen and five-tenths (15.5) foot right of way being forty and seventy-five one-hundredths (40.75) feet west of the west boundary of the fifteen and five tenths (15.5) foot right of way described in paragraph 6.

(11) A right of way thirty-three (33) feet in width for main ~~Battery Street~~ or tunnel tracks in ~~Railroad Avenue~~ and Railroad Avenue West, the center line of which is described as follows, to - wit: Beginning at a point in



the east line of Railroad Avenue sixty-three (63) feet southerly from the south line of Battery Street; thence northwesterly three hundred forty-four and sixteen one-hundredths (344.16) feet along a tangent making a northwesterly included angle of six degrees twenty-two minutes ( $6^{\circ}22'$ ) with said east boundary of Railroad Avenue; thence along a four degree no minute ( $4^{\circ}00'$ ) curve to the right one hundred fifty-nine and seventeen one-hundredths (159.17) feet to a point sixteen and five-tenths (16.5) feet westerly at right angles from the west boundary of the right of way described in Paragraph 6; thence northerly sixteen and five-tenths (16.5) feet westerly from and parallel to said west boundary of right of way described in Paragraph 6 to the west line of Seventeenth Avenue West.

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 in said City, and shall have the right at all times, by general ordinance, to regulate the speed of the locomotives, cars and trains within the limits of the franchise 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 power over such franchise rights of way and the use thereof, as the City Charter and the State Constitution and laws may now or hereafter permit.

SECOND: The City of Seattle hereby reserves to itself, and its grantees the right to install and carry all public utility facilities underneath, or above, any and all of the tracks hereby authorized, and above or below any and all bridges, trestles or culverts, if any, which

may be constructed or installed under the provisions of this ordinance, and the City reserves to itself full and complete right of access to any space occupied by any of such tracks and to all of said franchise rights of way, within the limits of any streets, alleys, avenues or other public places, together with the right to open and excavate the ground beneath said tracks, or within said franchise rights of way, for all purposes of construction, maintenance, repair, operation and inspection of any public utilities, which rights shall, however, be exercised in such manner as not to interfere with the safe operation of trains on said tracks. In all cases involving a possibility of such interference or of removal of lateral support or excavation beneath the tracks of the grantees, fifteen (15) days written notice shall be given the railroad or railroads whose track or tracks are affected, and such railroad or railroads shall furnish an authorized agent or representative who shall supervise such removal or excavation, or other work. If it be necessary that such tracks should be supported or reinforced during the progress of the construction, repair, renewal, maintenance or inspection of any municipally operated utility, the said grantees, their successors or assigns, shall construct and place such support and will attend to the readjustment of their tracks at their own cost and expense.

THIRD: Said grantees, their successors or assigns, shall, to such width or extent within said franchise rights of way as the City of Seattle may from time to time by ordinance require to be improved or reimproved, cause such parts of the streets, avenues or other public places lying within the franchise rights of way as herein defined, to be planked, replanked, paved, repaved, graded, regraded or otherwise improved or reimproved at the same time with the same material and in the same manner as the adjoining parts of such streets, avenues or other public places shall be so planked, replanked, paved, repaved, graded, regraded or otherwise improved or reimproved by the City. All such original or subsequent improvement and the maintenance thereof

shall be done wholly at the cost of said grantees, their successors and assigns, and under the supervision and subject to the approval and acceptance of the Board of Public Works of the City, or such board or body as may be its successor.

FOURTH: The grantees, by their acceptance of this ordinance, and such other railway company or companies, as may hereafter acquire a joint interest by the acquisition of such interest, do covenant and agree with the City of Seattle, for themselves, their successors and assigns, as follows:

(a) To erect and maintain all such safety devices, warning signals, lights and appliances as may be necessary to protect and facilitate public travel;

(( (b) To protect and save harmless the City of Seattle from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or property by reason of any defective construction or maintenance of any part of the jointly owned franchise rights of way. That in case any suit or action shall be begun against the City of Seattle for damages arising out of such defective construction or maintenance, then the grantees, their successors and assigns, shall, upon notice to them of the commencement of such suit or action, defend the same at their sole cost and expense;

(c) That if any of the grantees, their successors or assigns, shall carelessly or negligently operate over any of the tracks constructed under this ordinance, and through such careless or negligent operation damage shall result to any person, or property, the Railway Company or Railway Companies so carelessly or negligently causing such damage shall protect and save harmless the City of Seattle from all claims, actions or damages by reason thereof; that in case any suit or action shall be begun against the City of Seattle because of careless or negligent operation, the Railway Company or Railway Companies alleged at fault shall, upon notice to it or them of such suit or action, defend the same at its or their sole cost and expense.

(d) In case judgment shall be rendered against the City, the Railway Company or Railway Companies made responsible by this ordinance for the protection of the City shall fully satisfy such judgment within ninety (90) days after such suit or action shall have been finally determined, if determined adversely to the City.

FIFTH: Said Grantees, their successors or assigns, shall, upon permit issued by the Board of Public Works, or such other body as may in the future be by law authorized to act, allow each owner or occupant of a wharf, warehouse or industry contiguous or adjacent to the most westerly or the most easterly switching tracks herein authorized, or to any street, avenue or other public place along or across which either of said tracks shall be constructed, a spur track or tracks connecting said track with such wharf, warehouse or industry; provided, however, that no crossovers of main line tracks will be permitted north of Wall Street, except as provided in Section 1 of this ordinance, and that said grantees, their successors and assigns, may, at their option, require that such spur track or tracks and all street grading, planking or paving appertaining to the right of way of such spur track or tracks be constructed and maintained at the expense of such owner or occupant of such wharf, warehouse or industry; and provided, further, that any such spur track shall start from such point on the said easterly or westerly switching tracks to be constructed as the grantees, their successors and assigns, shall determine upon as the most proper therefor, consistent with the right of the public at street crossings, and shall be subject to such reasonable rules and regulations as to the opening and closing of the switch controlling access thereto, and as to the use of such track, as said grantees, their successors or assigns, may from time to time establish. And said grantees, their successors or assigns, or either or any of them, shall have the right to lay down, construct, maintain and operate any such spur track or tracks, for the use of the owner or occupant of any such wharf, warehouse or industry, crossing when necessary any other railway track

or tracks, consistent with the provisions of the franchise herein granted; provided, however, if all of the then joint owners of the portion of the track from which said industrial spur leads do not at the time of construction join therein, the owner or owners not so joining, or any subsequent joint owner of such portion of such track, may thereafter acquire an equal interest therein and the right to use the same, upon paying such proportion of the cost of construction, with interest during construction at the rate of five per cent (5%) per annum, plus interest from the date of completion of construction at the rate of four per cent (4%) per annum, as one is to the number of railroads having ownership in said spur track, and in no case shall said grantees, their successors or assigns, occupy any more of the right of way, for the purpose of such crossing, than shall be reasonably necessary therefor, nor shall such space be occupied otherwise than for the transit of locomotives and cars across the same, nor for that purpose any oftener or longer than shall be reasonably necessary.

SIXTH: The said grantees, their successors or assigns, shall construct and maintain the track or tracks herein authorized so that the top of rail thereof shall at all times conform to the street grade (except where change is made in separation of grades), and the said City hereby reserves the right to change the grade of any streets at any time, and when the said City shall change such grade the said grantees, by the acceptance of this ordinance, hereby covenant and agree with the City, for themselves, their successors and assigns, to waive any and all damages that they, or any of them, may sustain on account of having to readjust their track or tracks by reason of such change of grade. Such waiver is made, however, only upon condition that any change of grade hereafter made by the said City in the Streets upon which the franchise is hereby granted shall not be unreasonable, or such as to interfere with the proper and practical operation of said tracks herein authorized, or any of them, when the same shall have

been adjusted to said new grade.

Section 4. The said grantees, in and by their acceptance of the benefits of this ordinance, agree for themselves, their successors and assigns, that the franchise rights of way and tracks mentioned and described in this ordinance shall be subject to the following provisions, to-wit: That any railway company now owning or operating a standard gauge railway in the City of Seattle under franchise from said city, or any railway company or terminal railway company hereafter receiving a franchise from the City of Seattle and constructing and operating or operating thereunder a standard gauge railway, 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 the completion of construction at the rate of four per cent (4%) per annum (except as hereinafter provided), an absolute equal joint interest with the grantees herein, or with any of the successors or assigns of the grantees, or the then joint owners thereof, in and to the franchise rights of way and tracks constructed and operated under this franchise, and in and to the rights and privileges conferred hereby, subject to all the provisions of this ordinance; except that no such railway company shall have the right under this ordinance to acquire any interest in the main or tunnel tracks described in Section 2, paragraph 11, hereof, nor shall any such railway company have the right under this ordinance to acquire by purchase any interest in the franchise right of way for said main or tunnel tracks, or in and to the rights and privileges therefor conferred by this ordinance; and said grantees, their successors and assigns, or the then joint owners of said tracks and franchise, upon receiving a tender of their pro-rata proportion of such purchase price, as aforesaid, shall join in a conveyance to such purchaser of such equal joint interest in said franchise rights of way and tracks and this franchise, except the main or



tunnel tracks and the rights of way and franchise therefor. Provided, however, that the foregoing exceptions shall not affect or impair the equal rights granted by this ordinance to acquire an interest in all other tracks, crossovers and connections authorized by this ordinance and the franchise and rights of way therefor. Thereafter such joint owners shall maintain the tracks jointly owned by them under the terms of this franchise, as follows: The cost of maintenance of jointly owned tracks shall be apportioned between and borne by the joint owners thereof as follows: Sixty per cent (60%) of such cost shall be apportioned between and borne by the joint owners in equal proportions, and forty per cent (40%) of such cost shall be apportioned between and borne by the joint owners upon a car basis, or upon such other basis as may be agreed upon by the joint owners thereof.

The rights and obligations of any owners of an interest in any part of the rights of way, tracks and this franchise, shall not be increased or diminished by the consolidation or merger, howsoever effected, of such owner with any other such owner, or of the property or interests of such owner.

Any railway company now owning separately or jointly a franchise right in Railroad Avenue and Railroad Avenue West, within the limits of the franchise herein granted, which said franchise or rights are surrendered as hereinafter provided, shall have the right to purchase an equal joint interest in both running tracks, being Tracks 2 and 5, as described in Section 1 of this ordinance, from Yesler Way to the south line of West Garfield Street, under the provision for maintenance hereinbefore imposed; and having purchased such interest in said running tracks, may purchase an equal joint interest in one or both of the switching or outside tracks, being Tracks 1 and 6, under the provisions hereinbefore stated; and if it first purchase only one of such tracks, it may later so purchase the other; provided, that it may elect, at the time of so purchasing an equal joint interest in either of said switching or outside tracks, to except therefrom any portion or portions thereof where the property abutting thereon, other than streets, is owned or controlled exclusively by another railway company operating upon said Railroad Avenue and Railroad Avenue West under this

franchise; provided further, that no portion or portions of said track or tracks shall be so excepted which are less than fifteen hundred (1500) feet in continuous length; and provided further, that any one or all of such excepted portion of either of said switching tracks, or any part thereof, not less than fifteen hundred (1500) feet in length, may at any time thereafter be purchased by such railway company under the provisions hereinbefore stated. No purchase of a portion of any one of such excepted portions of Tracks 1 or 6 shall be permitted if the portion of the excepted track remaining unpurchased shall abut upon railroad owned or railroad controlled property fronting upon Railroad Avenue or Railroad Avenue West which is less than fifteen hundred (1500) feet in continuous length (streets included) but in such case the entire excepted portion must be purchased. The limitation as to the length of the excepted portions of said Tracks 1 and 6 that may be purchased as above provided, shall not prevent the purchase of less than fifteen hundred (1500) feet for use in connection with crossovers or interlocking systems at or near the northerly terminals of said tracks.

The foregoing provisions in respect of the rights of railway companies other than the grantees to purchase an interest in the rights and franchises hereby granted, and the tracks laid pursuant thereto, shall not apply to the interest in Track No. 1, which may be acquired by certain railroad companies upon the terms provided in Section 5 of this ordinance.

Interest during construction at the rate of five per cent (5%) per annum shall be allowed as a part of the cost of construction. In computing the purchase price for such equal interest in said franchise rights of way, tracks and franchise, no interest subsequent to completion of construction shall be paid by any new railway company or terminal company not now owning or operating, but hereafter receiving a franchise from the City of Seattle and constructing and operating

or operating thereunder a standard gauge railway therein; provided such purchaser acquire and pay for such interest in said franchise rights of way, tracks and this franchise within one (1) year from the date of the acceptance by it of such franchise from said City, but as to any such purchaser 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 per cent (4%) per annum upon the cost of construction thereof shall be computed and paid by it from the date of the acceptance by it of such franchise to the date of such purchase.

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, but to the extent that filling, riprapping, bridging or other work heretofore done, shall become a part of the roadbed and tracks to be laid down under this franchise, the party who placed it shall have credit, calculated at the cost of reproducing the work at the unit prices prevailing at the time such material was placed, but without depreciation or interest during construction. If the grantees, their successors and assigns, shall make any improvements, additions or betterments, properly chargeable to capital account, to the tracks or right of way herein authorized, the cost thereof so chargeable to capital account shall be included in the cost of construction.

In case such purchaser cannot agree with the then joint owners of the railway tracks constructed or to be constructed under this franchise as to the compensation to be paid for the acquisition of such equal joint interest in such franchise rights of way, tracks and franchise, or in case of a controversy as to any matter arising under this franchise or the construction or operation of the tracks constructed or to be constructed thereunder, such controversy shall be submitted for arbitration to a board of disinterested arbitrators, one to be appointed by the then owners of said franchise rights of way, tracks

and franchise, and another by the party desiring to purchase a joint interest therein and in case they cannot agree within fifteen (15) days after appointment, the Board of Public Works of the City of Seattle, or such board or body as may be its successor, shall appoint an additional arbitrator. The controversy shall be submitted without delay to such board of arbitrators, appointed as aforesaid, according to the laws in force in the State of Washington relating to arbitration, 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.

Within nine (9) months from and after the time of the completion of each of the tracks hereinafter referred to in this paragraph, the grantees, or the one of them that constructs such tracks shall, for the purpose of preserving evidence of the cost thereof, file with the City Comptroller and ex-officio City Clerk of said City of Seattle a sworn statement of the cost of such construction. Such sworn statement shall separately show the cost of construction of the following: (a) Westerly Switching track, Yesler Way to Broad Street; (b) Westerly Switching track, Broad Street North; (c) Easterly Switching track; (d) Westerly Running track; (e) Easterly Running track; (f) Those portions of the Easterly and Westerly Switching tracks abutting on exclusively owned railway property in excess of fifteen hundred (1500) feet in length; and upon being required so to do by either the City Council or the Board of Public Works or such other body as may in the future be by law authorized to act, shall submit the items of such cost, together with the vouchers therefor. The tracks authorized hereby may be constructed by said grantees jointly, but if either of the grantees shall refuse to join the other in the construction of such tracks, such other grantee may construct the same at its own cost and expense.

Section 5. The most westerly track now existing on Railroad Avenue between the north line of Yesler Way and the north line of Broad Street, and the franchise authorizing the same, is now owned jointly by the grantees herein, the Oregon-Washington Railroad & Navigation Company, and the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, each owning one-fourth thereof. The grant herein for a franchise for Track No. 1 is coincident with said track between Yesler Way and Union Street. It is understood that the said Oregon-Washington Railroad & Navigation Company and the Chicago, Milwaukee, St. Paul and Pacific Railroad Company will surrender all their existing franchises on Railroad Avenue and Railroad Avenue West north of the north line of Yesler Way and south of the north line of West Garfield Street except such parts of the existing franchises as may be necessary for connections between the tracks thereby authorized and the tracks herein provided for, at or near the terminals of the rights of way described in Section 2 hereof, and it is desired by said Railroad Companies, the grantees and the City to preserve to said companies, upon equitable terms, rights similar to those they now have in said track, and if the said Oregon-Washington Railroad & Navigation Company and the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, having surrendered and released their franchises on Railroad Avenue and Railroad Avenue West, as aforesaid, shall within ninety (90) days from the acceptance of this ordinance by the grantees herein each pay to the grantees herein one-fourth of the cost of the readjusting and reconstructing said most westerly track, being designated herein as Track No. 1, between the north line of Yesler Way and the north line of Broad Street, or shall agree in writing to make such payment within thirty (30) days from the rendition of proper bills by the grantees to said companies for their proportionate parts of the cost of said readjustment and reconstruction, which bills shall be rendered during the progress of, or promptly upon completion of said work, then the

said grantees, their successors and assigns, shall convey to the Oregon-Washington Railroad & Navigation Company and the Chicago, Milwaukee, St. Paul and Pacific Railroad Company each a one-fourth interest in said most westerly track No. 1 south of the north line of Broad Street, and the franchise rights therefor. In case only one of said companies shall pay or agree to pay the cost before mentioned, then such company shall be entitled to a conveyance of its one-fourth interest. If either said Oregon-Washington Railroad & Navigation Company or said Chicago, Milwaukee, St. Paul and Pacific Railroad Company shall fail to release and surrender its franchises on Railroad Avenue and Railroad Avenue West, as hereinbefore provided, or shall fail to make the payment or agree in writing, as herein provided, all rights given it under this section shall cease and terminate so far as concerns the company so failing. That portion of said Track No. 1 and the franchise rights therefor lying between the north line of Broad Street and the northerly terminus shall be in all respects subject to the provisions of Section 4 hereof.

Section 6. In the operation of the tracks authorized by this ordinance, said grantees, their successors and assigns, shall have the right to use steam, electric or any other suitable motive power subject to the reasonable control and regulations of the City of Seattle.

Section 7. Said grantees, their successors or assigns, shall begin work upon the readjustment and reconstruction of the railway tracks now occupying Railroad Avenue between the north line of Yesler Way and the south line of Union Street, within one year from the time this ordinance becomes operative under the terms and conditions of Section 10 herein, and shall complete said work within six (6) months from the date of the completion of the filling of Railroad Avenue from Madison Street to the south line of Union Street,<sup>x</sup> and shall complete the readjustment and reconstruction of the remainder of the



tracks lying between the northerly and southerly ends of the rights of way described in Section 2 hereof, within one year after Railroad Avenue and Railroad Avenue West, from the south line of Union Street to the northerly terminal under this ordinance, shall have been completely filled. <sup>x</sup> Provided, however, that upon those portions of Railroad Avenue and Railroad Avenue West as may be from time to time permanently improved by or under directions of the City of Seattle, the grantees herein, their successors and assigns, shall at the same time readjust and relocate such of their present tracks as may fall within the area between the new location of Track No. 1 (the Westerly Switching track) and the westerly line of Railroad Avenue and Railroad Avenue West, in such manner that their most westerly track shall be coincident with the location provided for said Track No. 1 in this ordinance. <sup>x</sup> If said readjustment and reconstruction shall not be begun within the time in this section prescribed, or if said tracks shall not be completed and ready for use within the time in this section prescribed, or within such further period of time as shall be granted by ordinance, then, unless the beginning of said work or the completion of such tracks to the extent aforesaid, as the case may be, shall have been prevented by injunctions, unavoidable delays in terminating condemnation suits, strikes, riots or some other occurrence beyond the control of said grantees, their successors and assigns, the City Council of said City shall have the right after sixty (60) days' notice to said grantees, their successors and assigns, to declare by ordinance the forfeiture of all rights, privileges and authorities herein granted, excepting only those pertaining to Track No. 1 south of the north line of Broad Street.

Section 8. The grantees, for themselves and their successors and assigns, do severally agree with the City of Seattle by the acceptance of this ordinance that they will, within the time specified in

Section 7 of this ordinance, readjust all railway tracks which they may have within those parts of Railroad Avenue and Railroad Avenue West lying between the northerly and southerly ends of the franchise rights of way described in Section 2 hereof, so that such tracks shall conform substantially in their alignment to the alignment of the rights of way described in Section 2 of this Ordinance.

Section 9. 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, with due regard to the rights of the grantees, their successors and assigns, and the interest of the public.

Section 10. In order to claim the benefits of this ordinance and to acquire the rights, privileges and authorities hereby granted, the grantees, in behalf of themselves, their successors or assigns, must, within ninety (90) days after this ordinance becomes effective, file in the office of the City Comptroller and ex-officio City Clerk, a copy of a resolution, duly adopted by their Board of Directors, which copy shall be duly certified and attested by their proper officers under their corporate seal, accepting the benefits of this ordinance and the rights, privileges and authorities hereby granted, subject to all the conditions, restrictions, specifications and requirements herein expressed, and also relinquishing and surrendering all franchises heretofore granted by the City of Seattle to them or their predecessors in interest in so far as such franchises appertain to that part of Railroad Avenue and Railroad Avenue West, north of the north line of

Yesler way and south and east of the north line of West Garfield Street, and of the west line of Seventeenth Avenue west, except such parts of such franchises as may be necessary for connections between the tracks thereby authorized and the tracks herein provided for, at or near the terminals of the rights of way described in Section 2 hereof.

Section 11. In order to claim the benefits of this ordinance, and to acquire the right to purchase an interest in the rights of way, tracks, privileges and authorities hereby granted, in accordance with the terms hereof, the Oregon-Washington Railroad & Navigation Company and the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, each in behalf of itself, its successors and assigns, shall concurrently with the acceptance of this ordinance by the grantees herein, as provided in Section 10 hereof, file in the office of the City Comptroller and ex-officio City Clerk a certified copy of a resolution duly adopted by its Board of Directors, which copy shall be duly certified and attested by its proper officers under its corporate seal, relinquishing and surrendering all franchises heretofore granted by the City of Seattle to it or its predecessors in interest, in so far as such franchises appertain to that part of Railroad Avenue and Railroad Avenue West, north of the north line of Yesler Way and southeasterly of the north line of West Garfield Street, and the westerly line of Seventeenth Avenue West, except such parts of such franchises as may be necessary for connections between the tracks thereby authorized and the tracks herein provided for, at or near the terminals of the rights of way described in Section 2 hereof. The Oregon-Washington Railroad & Navigation Company, its successors and assigns, shall not be required under this section, to relinquish and surrender any franchise right of way heretofore granted on Railroad Avenue West and Seventeenth Avenue West, lying northerly of the easterly line of the right of way described in Paragraph 5, Section 2, of this ordinance.

Section 12. Notwithstanding the surrender and release of franchises made pursuant to Sections 10 and 11 hereof, the grantees, the Oregon-Washington Railroad & Navigation Company and the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, shall, until the completion of the work of reconstruction and readjustment of the trackage on Railroad Avenue and Railroad Avenue West have, and they hereby are granted the right to operate on and over the tracks on Railroad Avenue and Railroad Avenue West, in accordance with the terms of franchises now existing so long as such operation does not interfere with the work of reconstruction and readjustment.

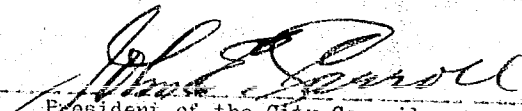
Section 13. At the expiration of ninety (90) days from the date on which this ordinance becomes effective and upon compliance with the terms and conditions of Section 10 herein by said grantees, this ordinance shall become, as to such grantees, fully operative, and they shall proceed to carry out the provisions thereof.

Section 14. Except as herein provided, this franchise and the rights herein granted or any interest in them, shall not be sold, assigned or mortgaged without the consent of the City Council by ordinance. Nor shall the same in such event accrue to the benefit of the purchaser, assignee or mortgagee unless within sixty (60) days after such consent it or they shall file with the City Comptroller and ex-officio City Clerk of the City of Seattle, an acceptance of all the rights, privileges and authorities hereby granted, subject to all the conditions, restrictions, specifications and requirements herein expressed. Provided, that the rights acquired hereunder by the grantees, their successors and assigns, shall be deemed appurtenant to and running with the railroad of each thereof, and each may sell, assign, lease or mortgage such rights as an entirety in connection with and as a part of its railroad, without such consent or acceptance.

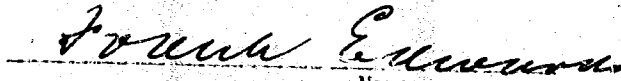
Section 15. This ordinance shall take effect and be in force thirty (30) days from and after its passage and approval, if approved by the mayor; otherwise it shall take effect at the time it shall

become a law under the provisions of the City Charter.

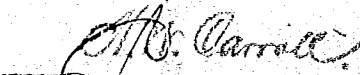
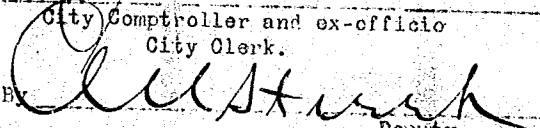
Passed the City Council the 18th day of March, 1929, and signed by  
me in open session in authentication of its passage this 18th day of March,  
1929.

  
President of the City Council.

Approved by me this 21 day of March, 1929.

  
Mayor.

Filed by me this 21 day of March, 1929.

  
City Comptroller and ex-officio  
City Clerk.  
By   
Deputy.

Date of first publication in Daily of Journal of Commerce, Seattle this 25<sup>th</sup>  
day of March, 1929.