

Ordinance No. 58867

Francisco N. P. Ry Co.
Tracks on R. R. Ave

Small

Council Bill No. 18867

INTRODUCED:	BY: FRANCISCO
REFERRED:	TO: FRANCISCO
REFERRED:	
REPORTED:	VETO:
SECOND READING:	PUBLISHED:
THIRD READING:	VETO SUSTAINED:
SIGNED:	PASSED OVER VETO:
PRESENTED TO MAYOR:	APPROVED:
FILED:	PUBLISHED: JAN 25 1937
ENGROSSED:	BY: Cm ✓
VOL 3-2 PAGE 86	
COMPARED BY:	

AND

ORDINANCE NO. 58867

AN ORDINANCE granting to 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:

Section 1. That the City of Seattle does hereby grant to 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, the location of said track and said right of way to be as shown on Exhibit "A" attached and made a part of this franchise, and such cross-overs and connections 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; 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.

AMENDED ORD.
72867

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:

First: A right of way 14 feet in width, being 7 feet wide on each side of the following described center line.

Beginning at the point of intersection of the north line of Yesler Way, with a line parallel to and 4 feet easterly from when measured at right angles to the easterly line of Railroad Avenue; thence northerly along said parallel line to the northerly line of Union Street produced westerly; thence along the arc of a curve to the right, having a radius of 963.334 feet, subtending an angle of 7°09'15" a distance of 119.99 feet to a point of reverse curve; thence along the arc of a curve to the left, having a radius of 963.334 feet, subtending an angle of 7°09'15" a distance of 119.99 feet to a point of tangency and intersection with the line between Lots 2 and 3 in Block 175, Seattle Tide Lands; thence North 31°

45'10" West, a distance of 119.974 feet to a point on the southerly line of Pike Street, which point is 131.00 feet westerly of the westerly line of Western Avenue, when measured along the southerly line of Pike Street; thence along a curve to the left, having a radius of 557.06 feet to the westerly line of the alley in Block "H" of A. A. Denny's 4th Addition.

Said center line crossing in its course Columbia, Marion, Madison, Spring, Seneca, University, Union and Pike Streets.

Second: Also a right of way of variable width across West Prospect, West Lee and West Galer Streets, being those portions of said streets lying between the easterly margin of Railroad Avenue West and a straight line beginning at a point on the southerly line of West Prospect Street 14.5 feet easterly from the easterly margin of Railroad Avenue West and terminating at a point on the northerly line of West Galer Street 21 ft. easterly from the easterly margin of Railroad Avenue West, said distances being measured along said respective street lines.

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 or-

dinance, 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 grantee, fifteen (15) days written notice shall be given the grantee, its successors or assigns, who shall furnish an authorized agent or representative to 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 grantee, its successors or assigns, shall construct and place such support and will attend to the readjustment of its tracks at its own cost and expense.

THIRD: Said grantee, its 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 grantee, its 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 grantee, by its acceptance of this ordinance does covenant and agree with the City of Seattle for itself, its 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 rights of way herein granted. 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 grantee, its successors and assigns, shall, upon notice to it of the commencement of such suit or action, defend the same at its sole cost and expense;

(c) That if the grantee, its successors or assigns, shall carelessly or negligently operate over the tracks constructed under this ordinance, and through such careless or negligent operation damage shall result to any person, or property, the grantee, its successors or assigns, 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 grantee, its successors or assigns, shall, upon notice to it of such suit or action, defend the same at its sole cost and expense.

(d) In case judgment shall be rendered against the City, the grantee, its successors or assigns, shall fully satisfy such judgment within ninety (90) days after such suit or action shall have been fi-

nally determined, if determined adversely to the City.

FIFTH: The said grantee, its successors or assigns, shall construct and maintain the 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 grantee, by the acceptance of this ordinance, hereby covenants and agrees with the City, for itself, its successors and assigns, to waive any and all damages that it may sustain on account of having to readjust its 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, when the same shall have been adjusted to said new grade.

SIXTH: In the operation of the tracks authorized by this ordinance, said grantee, its 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.

SEVENTH: 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 grantee, its successors and assigns, and the interest of the public.

EIGHTH: In order to claim the benefits of this ordinance and

to acquire the rights, privileges and authorities hereby granted, the grantee, in behalf of itself, its 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 its Board of Directors, which copy shall be duly certified and attested by its proper officers under its corporate seal, accepting the benefits of this ordinance and the rights, privileges and authorities hereby granted, subject to all the conditions, restrictions, specifications and requirements herein expressed.

NINTH: 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 shall be deemed appurtenant to and running with the railroad system of the grantee, its successors or assigns, and may be sold, assigned, leased or mortgaged as an entirety in connection with and as a part of said railroad system without such consent or acceptance.

Section 4. 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 13 day of JANUARY,

1930, and signed by me in open session in authentication of its pas-
sage this 13 day of JANUARY, 1930.

John E. Faison
President of the City Council

Approved by me this 23 day of JANUARY, 1930

James E. Edwards
Mayor

Filed by me this 23 day of JANUARY, 1930

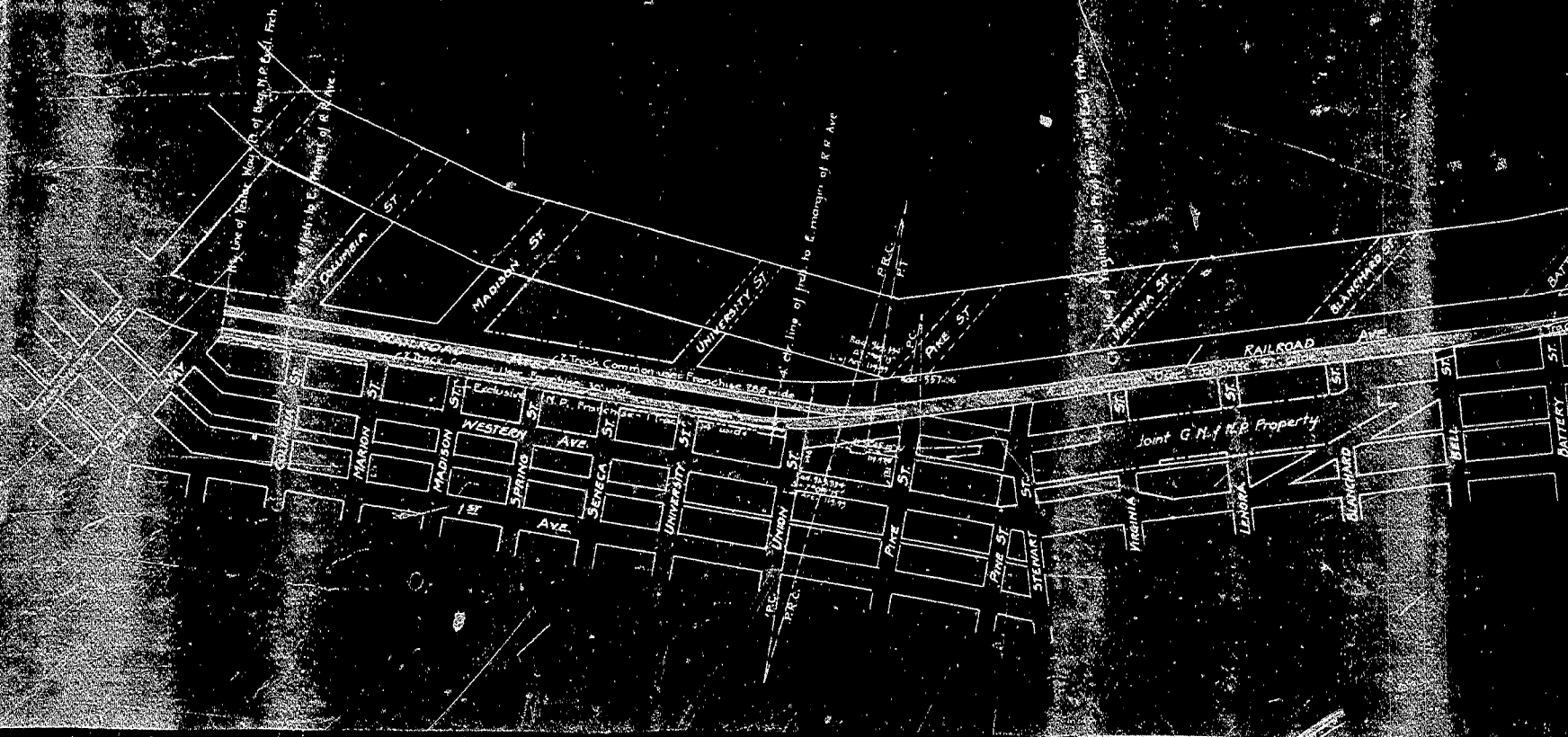
JAN 25 1930

(Seal)

Attest:
City Controller and ex-officio
City Clerk.
By: Charles H. Smith
Deputy Clerk

130-15

51854



ELLIOTT BAY

OUTER HARBOR LINE

1. INNER HARBOR LINE

ELLIOTT

BAY

65-15361-101

5

~~BROAD~~

OUTER HARBOR LINE

1. INNER HARBOR LINE

DENV

25 ST.

W. T. HANCOCK ST.

ELUC

WALL AVE

VINE

1877

BROAD

BA

7

W. JOHN S.

1212 Ave. W.

W. THOMAS



44



N. P. Ry.
Seattle Division - Seattle Terminals
Seattle 11/2/29
Proposed New Franchises
on
Railroad Avenue from
Yesler Way to West Garfield
Office of Asst. Chief Engineer
Scale: 1"=400' - Seattle Mo. Oct. 29, 1929
Grants franchise with Yesler Way to Interoceanic
Streets & Street Names
N. P. Ry. Yesler Way to Alki St.