

Ordinance No. 118599

Council Bill No. 11662

AN ORDINANCE granting The Burlington Northern and Santa Fe Railway Company a railway franchise and the right, privilege and authority to locate, lay down, construct, maintain and operate standard gauge railway tracks in, upon, along and across West Marginal Way Southwest, Southwest Hinds Street and Chelan Avenue Southwest for term of thirty years from the date of expiration of the franchise granted by Ordinance 99187; amending railroad franchise granted to the former Northern Pacific Railway Company in 1904 by King County in Proceedings of the County Commissioners found in Volume 14, Page 439, as amended by Volume 14, Page 497; amending Ordinance 61704; repealing Ordinance 101942; providing for acceptance of the permit and conditions; and superseding Ordinance 99187.

The City of Seattle - Legislative
Council Bill/Ordinance sponsored by

Law Department

INDEXED

Committee

5/20/97 Pass 7-0

CF No. _____

Date Introduced: <u>3/10/97</u>		
Date 1st Referred: <u>3/10/97</u>	To: (committee) <u>Public Transit</u>	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage: <u>MAY 27 1997</u>	Full Council Vote: <u>9-0</u>	
Date Presented to Mayor: <u>MAY 28 1997</u>	Date Approved: <u>JUN - 4 1997</u>	
Date Returned to City Clerk: <u>JUN - 4 1997</u>	Date Published: <u>11 pag.</u>	T.O. <input type="checkbox"/>
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Date Passed Over Veto:	Veto Sustained:	

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This file is complete and ready for presentation to Full Council

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The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: McIver
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Councilmember

Law Department

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Committee Action:

5/20/97 Pass 1-0

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need to publish 10 days

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ORDINANCE

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3 AN ORDINANCE granting The Burlington Northern and Santa Fe
4 Railway Company a railway franchise and the right, privilege
5 and authority to locate, lay down, construct, maintain and
6 operate standard gauge railway tracks in, upon, along and
7 across West Marginal Way Southwest, Southwest Hinds Street
8 and Chelan Avenue Southwest for term of thirty years from
9 the date of expiration of the franchise granted by Ordinance
10 99187; amending the railroad franchise granted to the former
11 Northern Pacific Railway Company in 1904 by King County in
12 Proceedings of the County Commissioners found in Volume 14,
13 Page 439; amending Section 1 of Ordinance 61704; and
14 repealing Ordinance 101942.

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

16 Section 1. The City of Seattle (hereinafter referred to
17 as the "City") does hereby grant a franchise, for a term of
18 thirty years, to The Burlington Northern and Santa Fe Railway
19 Company (hereinafter referred to as "Grantee") and the right,
20 privilege and authority to locate, lay down, construct,
21 maintain and operate tracks of standard gauge railway in, upon,
22 along and across the franchise rights-of-way hereinafter
23 designated and specified, and such cross-overs and connections
24 between said tracks as may be reasonably necessary, all of
25 which rights, privileges, authority and franchise rights-of-way
26 are hereby granted, subject to the conditions, restrictions,
27 specifications and requirements set forth in this ordinance.

28 Section 2. The franchise rights-of-way hereby granted for
the tracks of standard gauge railway, the maintenance and
operation of which are authorized by this ordinance, are
described as follows:

Those portions of West Marginal Way Southwest, Southwest
Hinds Street, Chelan Avenue Southwest and Southwest Spokane
Street, described as a whole as follows:

Beginning at the most southerly corner of Lot 14, Block
427, Seattle Tide Lands Volume 2, according to the
official maps thereof on file in the Office of the
Commissioner of Public Lands at Olympia, Washington,
thence north 54°55'07" east 3.94 feet along the
southeasterly line of said Lot 14 and the northwesterly
margin of said Southwest Hinds Street to the beginning
of a non-tangent curve concave southwesterly having a
radius of 618.81 feet (a radial line through said
beginning bears north 24°07'22" east);
thence southeasterly 83.55 feet along said curve through
a central angle of 07°44'10";
thence south 58°08'28" east 116.38 feet to the beginning
of a curve concave northeasterly having a radius of
426.68 feet;
thence southeasterly 19.89 feet along said curve through
a central angle of 02°40'16";
thence south 60°48'44" east 180.21 feet to the beginning
of a curve concave northeasterly having a radius of
588.81 feet;
thence southeasterly and easterly 115.89 feet along said
curve through a central angle of 11°16'39";

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1 thence south 72°05'23" east 192.16 feet to the beginning
 of a curve concave southerly having a radius of 618.81
 feet;
 2 thence easterly and southeasterly 62.68 feet along said
 curve through a central angle of 05°48'13";
 3 thence south 66°17'10" east 36.81;
 4 thence south 58°50'04" east 21.73 feet to the beginning
 of a curve concave northeasterly having a radius of
 109.89 feet;
 5 thence southeasterly and easterly 27.40 feet along said
 curve through a central angle of 15°41'54";
 6 thence south 74°31'58" east 68.59 feet;
 7 thence south 72°53'13";
 8 thence south 71°45'27" east 55.21 feet;
 9 thence south 71°10'30" east 18.52 feet;
 10 thence south 68°22'32" east 32.80 feet;
 11 thence south 72°38'40" east 249.68 feet to the
 northeasterly margin of said West Marginal Way
 Southwest;
 12 thence south 67°38'33" east 124.61 feet along said
 northerly margin to the north margin of said Southwest
 Spokane Street;
 13 thence north 89°59'52" east 8.54 feet along said north
 margin to the beginning of a non-tangent curve concave
 14 southwesterly having a radius of 536.67 feet (a radial
 line through said beginning bears north 30°09'28" east);
 15 thence southeasterly 73.69 feet along said curve through
 a central angle of 07°52'01" to the beginning of a
 16 compound curve concave southwesterly having a radius of
 618.80 feet;
 17 thence southeasterly 8.34 feet along said curve through
 a central angle of 00°46'19";
 18 thence non-tangent to the preceding curve south
 51°16'17" east 213.45 feet to the south margin of said
 Southwest Spokane Street;
 19 thence south 89°59'52" west 41.33 feet along said south
 margin to the northeasterly margin of said West Marginal
 Way Southwest;
 20 thence south 23°02'07" east 584.89 feet along said
 northeasterly margin to the beginning of a non-tangent
 21 curve concave northeasterly having a radius of 459.52
 feet (a radial line through said beginning bears south
 45°48'52" west);
 22 thence northwesterly 21.06 feet along said curve through
 a central angle of 02°37'35";
 23 thence non-tangent to the preceding curve south
 27°49'37" east 21.01 feet to the beginning of a curve
 concave southwesterly having a radius of 896.95 feet;
 24 thence southeasterly 70.36 feet along said curve through
 a central angle of 04°29'41";
 25 thence south 23°19'56" east 77.95 feet;
 26 thence south 66°40'04" west 15.00 feet to a point
 hereinafter referred to as point "A";
 27 thence continuing south 66°40'04" west 15.00 feet;
 28 thence north 23°19'56" west 77.95 feet to the beginning
 of a curve concave southwesterly having a radius of
 866.95 feet;
 thence northwesterly 68.01 feet along said curve through
 a central angle of 04°29'41";
 thence north 27°49'37" west 103.00 feet to the beginning
 of a curve concave northeasterly having a radius of
 970.37 feet;
 thence northwesterly and northerly 124.16 feet along
 said curve through a central angle of 07°19'52";
 thence north 20°29'45" west 225.32 feet to the beginning
 of a curve concave southwesterly having a radius of
 531.44 feet;
 thence northerly, northwesterly and westerly 483.71 feet
 along said curve through a central angle of 52°09'00";
 thence north 72°38'45" west 582.98 feet to the beginning
 of a curve concave southerly having a radius of 588.80
 feet;
 thence westerly 211.66 feet along said curve through a
 central angle of 20°35'47" to the northwesterly margin
 of said Chelan Avenue Southwest;

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1 thence north 54°56'00 east 0.29 foot along said
 2 northwesterly margin to the southerly margin of said
 West Marginal Way Southwest;
 3 thence north 67°38'38" west 93.28 feet along said
 southerly margin to the beginning of a non-tangent curve
 4 concave southerly having a radius of 618.80 feet (a
 radial line through said beginning bears north 11°58'07"
 5 west);
 6 thence easterly 172.28 feet along said curve through a
 central angle of 15°57'05";
 7 thence non-tangent to the preceding curve north
 8 72°05'23" west 89.25 feet to the beginning of a curve
 concave northeasterly having a radius of 618.81 feet;
 9 thence westerly and northwesterly 121.80 feet along said
 curve through a central angle of 11°16'39";
 10 thence north 60°48'44" west 180.21 feet to the beginning
 of a curve concave northeasterly having a radius of
 456.68 feet;
 11 thence northwesterly 21.29 feet along said curve through
 a central angle of 02°40'16";
 12 thence north 58°08'28" west 116.38 feet to the beginning
 of a curve concave southwesterly having a radius of
 588.81 feet;
 13 thence northwesterly 97.55 feet along said curve through
 a central angle of 09°29'32" to the southwesterly
 14 prolongation of said northwesterly margin of Southwest
 Hinds Street;
 15 thence north 54°55'07" east 31.31 feet along said
 prolongation to the point of beginning;

16 TOGETHER, with that portion of said West Marginal Way
 17 Southwest lying within a strip of land 17.00 feet in
 18 width, having 8.50 feet of such width on each side of
 19 the existing main line track centerline, described as
 20 follows:

21 Beginning at point "A" described above, thence
 22 southeasterly 968.9 feet along a line parallel with the
 23 northeasterly margin of said West Marginal Way Southwest
 to a point of curvature;
 24 thence southerly along a 7°30' curve to the right
 through a central angle of 9°52', a distance of 131.6
 25 feet to a line 17 feet westerly of and parallel with the
 26 easterly line of West Marginal Way Southwest;
 27 thence southerly along said parallel line 1,804.7 feet
 to a point of curvature;
 28 thence southerly along a 7°45' curve to the right
 through a central angle of 12°33'14", a distance of
 162.0 feet to a line 17 feet westerly of and parallel
 with the easterly line of West Marginal Way Southwest;
 thence southerly along said parallel line 706.7 feet to
 its intersection with the centerline of Southwest
 Edmunds Street;
 thence continuing southerly along said parallel line
 466.8 feet to a point of curvature;
 thence southerly along a 6°46'10" curve to the left
 through a central angle of 28°30', a distance of 420.96
 feet to a point of compound curve;
 thence continuing southerly on a 10°51'40" curve to the
 left through a central angle of 18°06' for a distance of
 166.65 feet to a point of tangency on a line 8.5 feet
 easterly of and parallel with the easterly line of West
 Marginal Way Southwest (said described centerline
 leaving the street area at a point on said easterly line
 approximately 1,047.6 feet southerly of its intersection
 with the centerline of Southwest Edmunds Street);
 thence continuing southerly along said parallel line
 667.99 feet to a point of curvature;
 thence southerly along a 7°30' curve to the right having
 a central angle of 7°46', a distance of 103.6 feet to a
 point of reverse curve;
 thence southerly along a 7°30' curve to the left,
 through a central angle of 0°58'30" for 13.0 feet to a
 point on the easterly line of West Marginal Way

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Southwest, (said point being the point of re-entry into the street area);
thence continuing along said 7°30' curve to the left through a central angle of 6°47'30" for a distance of 90.6 feet to the point of tangency;
thence southeasterly on said tangent for 24.4 feet to a point of curvature;
thence continuing southeasterly on a 9°13' curve to the right through a central angle of 8°32' for a distance of 92.6 feet to a point of reverse curve;
thence on a 9°13' curve to the left through a central angle of 9°47' for a distance of 106.2 feet to a point of reverse curve;
thence continuing southeasterly on a 12°00' curve to the right through a central angle of 1°24' for a distance of 11.7 feet to a point on the easterly line of West Marginal Way Southwest, (said point being the point of leaving the street area);
thence continuing along said 12°00' curve to the right through a central angle of 19°43'44" for a distance of 164.1 feet to a point of compound curve;
thence on a 15° curve to the right through a central angle of 3°47'45" for a distance of 25.3 feet to a point on the easterly line of West Marginal Way Southwest, (said point being the point of re-entry into the street area);
thence continuing on the 15° curve to the right through a central angle of 2°12'15" for a distance of 14.7 feet to a point of reverse curve;
thence continuing southerly on a 13°14' curve to the left through a central angel of 6°52' for a distance of 52.3 feet to a point of reverse curve;
thence continuing southeasterly on a 4°16' curve to the right through a central angle of 17°47'30" for a distance of 417.4 reet to a line being 8.5 feet westerly of and parallel with the easterly line of West Marginal Way Southwest;
thence southerly along said parallel line a distance of 1,812.8 feet to a point opposite and at right angles to the point of curvature on the easterly line of West Marginal Way Southwest;
thence continuing along said tangent line, a distance of 191.0 feet to its intersection with the easterly line of West Marginal Way Southwest at a point thereon distant 383 feet northerly of its intersection with the south line of Section 19, Township 24 North, Range 4 East, W.M.,

situate in the City of Seattle, King County, Washington.

Section 3. That the railroad franchise granted to the Northern Pacific Railway Company, in 1904 by King County in Proceedings of the County Commissioners found in Volume 14, Page 439, to construct, lay down, maintain and operate a single or double line track on, over, through and across the streets herein described, including Iowa Street (now Iowa Avenue Southwest), is hereby amended to read as follows:

Entering (~~Montana Street~~) Duwamish Avenue Southwest on the easterly side thereof approximately at the northmost corner of Block 378, Seattle Tide Lands: thence on a six degree curve to the left which curve connects with a tangent in Block Three Hundred Eighty-Five (385) at a point which is one hundred ninety five (195) feet southerly from when measured at right angles to the south line of (~~Spokane Avenue~~) Southwest Spokane Street, and the produced southerly line thereof, and which runs thence west parallel with and distant one hundred ninety five (195) feet measured at right angles from said southerly line of said (~~Spokane Avenue~~) Southwest Spokane Street, to the westerly margin of Klickitat Avenue Southwest. (~~to a point~~)

1 of curve located in the West Waterway according to the
2 official platting of Seattle Tide Lands, thence by a curve
3 to the right connecting the last described tangent with a
4 tangent the commencement of which is located in Indiana
5 Street, thence westerly on a tangent which is parallel with
6 and distant forty five (45) feet northwesterly from and
7 measured at right angles to the southwesterly line of
8 Spokane Avenue to a point of curve located in said Spokane
9 Avenue opposite the southwesterly corner of lot ten (10)
10 in tide land block four hundred twenty seven (427) measured
11 at right angles to the northeasterly line of Spokane
12 Avenue, thence on a curve to the right connecting the last
13 described tangent with a tangent the commencement of which
14 is in block four hundred thirty four (434), thence on a
15 tangent from said point to a point of curve in block four
16 hundred forty one (441); thence on a curve to the left
17 connecting the last described tangent with a tangent
18 beginning in Arizona Street near the intersection of the
19 westerly line thereof Railroad Avenue thence parallel with
20 and distant fifteen (15) feet northeasterly from, when
21 measured at right angles to the southwesterly line of
22 Railroad Avenue to the southerly limits of the town of West
23 Seattle and crossing the following streets, to-wit:

24 ~~Montana Street, Wyoming Street, Missouri Street, Klickitat~~
25 ~~Avenue, Indiana Street, Iowa Street Oregon Street~~
26 ~~Wenatchee Avenue, Chelan Avenue Minnesota street,~~
27 ~~Mississippi Street Arizona Street, and Florida Street,~~
28 ~~running on, over and along Spokane Avenue from its~~
~~intersection with Iowa Street to the intersection of the~~
~~west line of Wenatchee Avenue and running on, over and~~
~~along Railroad Avenue, from its intersection with Arizona~~
~~Street, to the south limits of West Seattle, said~~
~~centerline being shown by red ink line upon the plan~~
~~attached to said petition.))~~

Section 4. That Section 1 of Ordinance 61704 is hereby amended to read as follows:

Section 1. That the City of Seattle does hereby grant to The ~~((Northern Pacific Railway Company))~~ Burlington Northern and Santa Fe Railway Company, ~~((a corporation, its successors and assigns)),~~ in perpetuity, the rights, privilege and authority to locate, lay down, construct maintain and operate a track of standard gauge railway in, along, over and across ~~((Iowa Avenue and))~~ Klickitat Avenue Southwest in the City of Seattle, and also a right of way for said track more particularly described as follows, to-wit:

A right of way ~~((13))~~ 17 feet in width being ~~((6.5))~~ 8.5 feet wide on each side of the following described center line:

Beginning at a point in the center line of the present track of The ~~((Northern Pacific Railway Company's))~~ Burlington Northern and Santa Fe Railway Company's West Seattle Line 284.556 feet east of and 157.5 feet south of the northwest corner on Block 391, Seattle Tide Lands as established by Ordinance 55262, thence westerly and southwesterly across Block 391, Klickitat Avenue Southwest to the westerly margin of Klickitat Avenue Southwest. ~~((and Block 409 S.T.L. along the arc of a curve to the left, having a radius of 603.805 feet through an angle of 42 degrees 15 minutes a distance of 445.247 feet to a point of tangency, the radial line of said curve at the point of beginning bearing due south, thence across the~~

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1 ~~West Waterway along a tangent S 47 degrees, 45 minutes W a~~
2 ~~distance of 345.360 feet to a point of curvature, thence~~
3 ~~southwesterly, westerly and northwesterly across Block 412~~
4 ~~S.T.L., vacated Indiana Avenue, Block 413 S.T.L. and part~~
5 ~~of Iowa Avenue along the arc of a curve to the right,~~
6 ~~having a radius of 459.276 feet through an angle of 102~~
7 ~~degrees, 50 minutes, 55 seconds a distance of 824.403 feet~~
8 ~~to a point of compound curvature, thence northwesterly~~
9 ~~across a part of Iowa Avenue along the arc of a curve to~~
10 ~~the right, having a radius of 762.696 feet through an~~
11 ~~angle of 6 degrees, 21 minutes, 35 seconds a distance of~~
12 ~~84.658 feet to a point of tangency with the center line of~~
13 ~~the present track of the Northern Pacific Railway Company~~
14 ~~in Iowa Avenue, said point of tangency being 36.25 feet~~
15 ~~distant southwesterly from, when measured at right angles~~
16 ~~to, the northeasterly margin of said Iowa Avenue, thence~~
17 ~~in Iowa Avenue along a tangent parallel to and 36.25 feet~~
18 ~~distant southwesterly from the said northeasterly margin~~
19 ~~of Iowa Ave., North 23 degrees, 02 minutes, 30 seconds~~
20 ~~West a distance of 208.776 feet to a point of curvature,~~
21 ~~thence northwesterly in Iowa Avenue and West Spokane~~
22 ~~Street, along the arc of a curve to the left, having a~~
23 ~~radius of 459.276 feet through an angle of 44 degrees, 35~~
24 ~~minutes, 26 seconds a distance of 357.434 feet to a point~~
25 ~~of tangency with the center line of the present track of~~
26 ~~the Northern Pacific Railway Company's West Seattle Line,~~
27 ~~said point of tangency being 97.5 feet distant~~
28 ~~southwesterly from, when measured at right angles to, the~~
~~northeasterly margin produced southeasterly of Iowa Avenue~~
~~and 15.6 feet west of and 99.0 feet south of the southwest~~
~~corner of Block 424 Seattle Tide Lands.}}~~

13 Section 5. That Ordinance 101942 amending the railroad
14 franchise granted to the Northern Pacific Railway Company in
15 1904 by King County in Proceedings of the County Commissioners
16 found in Volume 14, Page 439, entitled:

16 AN ORDINANCE amending a railroad franchise granted to
17 the former Northern Pacific Railway Company in 1904
18 (before annexation to Seattle) by King County in
19 Proceedings of the County Commissioners found in Volume
20 14, Page 437, to construct, lay down, maintain and operate
21 a single or double line track on, over, through and across
22 the streets therein described, including Iowa Street (now
23 Iowa Avenue Southwest); to provide for the corrected
24 location of said franchise track in Iowa Avenue Southwest
25 which was required to be relocated by reason of the City
26 of Seattle's improvement and widening of said Iowa Avenue
27 Southwest,

21 is hereby repealed and all rights-of-way granted thereunder and
22 all rights, privileges and benefits conferred thereby are,
23 hereby declared forfeited and to be null and void and of no
24 force or effect.

24 Section 6. The City of Seattle shall retain the same
25 control of the streets and avenues in and across which said
26 railway tracks shall be laid down as over other streets and
27 avenues in said city, and shall have the right at all times by
28 general ordinance, to regulate the speed of the locomotives,
cars and trains within the limits of the franchise right-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, avenues, and intersecting
streets embraced in this grant, and shall have such further

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control and police power over such franchise rights-of-way and tracks, and the use thereof, as the City Charter and the Federal and State Constitutions and laws may now or hereafter permit. Grantee shall erect and maintain all such safety devices, warning signs and signals, lights and appliances as may be necessary to protect and facilitate public travel across each and every track herein authorized.

Section 7. The City hereby reserves to itself and its Grantee the right to construct all public improvements and to install and carry all public utility facilities across, underneath or above the tracks hereby authorized, and the City reserves to itself full and complete right of access to any space occupied by such tracks and to all of said franchise right-of-way within the limits of West Marginal Way Southwest, Southwest Hinds Street and Chelan Avenue Southwest, together with the right to open and excavate the ground beneath said tracks, or within said franchise right-of-way, for all purposes of construction, maintenance, repair, operation and inspection of any public utilities and public improvements which rights shall, however, be exercised in such manner as not to interfere with the safe operation of locomotives, cars and trains on said tracks. In all cases involving a possibility of such interference, or removal of lateral support or excavation beneath the tracks of Grantee, sixty (60) days' written notice shall be given Grantee, and said Grantee shall, at its own cost and expense, remove, relocate, support, reinforce said tracks as necessary, provide flagging, and shall also furnish an authorized agent or representative at Grantee's own cost and expense, who shall supervise such removal, relocation, support, reinforcement or excavation or other work; provided that, in case of emergency repairs, the length of such notice may be less than sixty (60) days, but not less than twelve (12) hours. Grantee shall have the option of requiring that any such construction, repair, renewal, maintenance or inspection of municipally owned utility be done by tunnelling or jacking beneath said tracks, if such utility determines that tunnelling or jacking is practicable, and upon Grantee's providing assurances, satisfactory to such municipally owned utility, that Grantee will pay the extra cost of tunnelling or jacking, over the cost of open cutting. If it is necessary that such tracks should be removed, relocated, supported, or reinforced during the progress of the construction, repair, renewal, maintenance, or inspection of any municipally operated utility, or for any public improvement, Grantee shall remove or relocate said tracks and shall construct and place such support and provide a flagman as necessary, and shall attend to the replacement and readjustment of its tracks, all at its own cost and expense.

Section 8. Grantee shall be solely responsible for the maintenance and safety of the right-of-way granted herein, including all tracks and all grade crossings, and shall cooperate and coordinate with the City of Seattle Director of Seattle Transportation to assure adequate rehabilitation, repair and maintenance of all tracks and grade crossings herein authorized, in compliance with the Letter of Understanding between Burlington Northern Railroad (now Burlington Northern and Santa Fe Railway Company), Union Pacific Railroad and the City of Seattle (City of Seattle Comptroller File No. 296593) dated July 18, 1988, and with all existing and future City of Seattle, State and/or Federal railroad grade crossing standards and regulations, and under the direction of and to the satisfaction of the Director of Seattle Transportation, all at

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1 Grantee's sole cost and expense. Grantor shall issue permits
2 to Grantee which shall set forth the terms and conditions for
3 railroad track work within the limits of the City of Seattle,
4 one permit that will be effective for a two-year period for the
5 performance of minor maintenance work and temporary repairs of
6 railroad grade crossings; and individual permits for the
7 performance of major railroad track work that will impact
8 vehicular and/or pedestrian traffic, to the extent the issuance
9 or terms and conditions of the permits are not inconsistent
10 with State and Federal Law.

11 Section 9. Grantee shall construct and maintain the
12 tracks herein authorized so that the top of the rail thereof
13 shall at all times conform to the street grade (except where
14 change is made in separation of grades), and the City hereby
15 reserves the right to change the grade of any streets, avenues
16 or public places at any time, and when the said City shall
17 change such grade the Grantee, by acceptance of this ordinance,
18 hereby covenants and agrees with the City, to waive any and all
19 damages that it may sustain on account of having to readjust
20 its tracks by reason of such change of grade. Such waiver is
21 made upon condition that any change of grade hereafter made by
22 the City to the streets and avenues upon which the franchise is
23 hereby granted, shall not be unreasonable, or such as to
24 interfere with the proper and practical operation of said track
25 when the same shall have been adjusted to said new grade.

26 Section 10. Grantee shall, upon permit issued by the
27 Director of Seattle Transportation or such other body as may in
28 the future be by law authorized to act, allow each owner or
occupant of a warehouse or industry contiguous or adjacent to
said track herein authorized, or to any street, avenue or other
public place along or across which said tracks shall be
constructed, a spur track or tracks connecting said track with
such warehouse or industry; provided, however, that Grantee may
require that such spur track or tracks and all street grading,
surfacing 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 warehouse or
industry; and provided further that any such spur track shall
start from such point on said track as Grantee shall determine
upon as the most proper therefor; and shall be subject to such
rules and regulations as to the opening and closing of switches
controlling access to and as to the use of said track as
Grantee may from time-to-time establish. All of the
obligations and duties of Grantee expressed in this franchise
shall apply with full force and effect to each and every spur
track laid down, constructed, maintained or operated by Grantee
connecting with the tracks or right-of-way granted in Section 1
of this franchise.

22 Section 11. Nothing contained in this ordinance shall be
23 construed as granting an exclusive franchise or privilege for
24 the use of West Marginal Way Southwest, Southwest Hinds Street
25 or Chelan Avenue Southwest, or any portion thereof, and the
26 rights granted by this ordinance shall be subject to the right
27 of the City Council to at any time hereafter, to repeal, amend
28 or modify this ordinance and grant, with due regard to the
rights of Grantee and of the interests of the public, and to
cancel, forfeit and abrogate any right or privilege granted by
this ordinance if the franchise hereby granted is not operated
in full accordance with the provisions hereof, or at all, and
at any time during the grant to acquire by purchase or
condemnation, for use of the City itself, all the property of
the Grantee within the limits of said streets at a fair and

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just value, which shall not include any valuation of the franchise itself, which franchise shall thereupon terminate.

1 Section 12. Except as herein provided, this franchise and
2 the rights herein granted, or any interest in them, shall not
3 be sold, assigned or mortgaged without the consent of the City
4 by ordinance. Nor shall the same in such event accrue to the
5 benefit of the purchaser, assignee or mortgagee unless within
6 sixty (60) days after such consent it or they shall file with
7 the Finance Department and City Clerk of the City of Seattle an
8 acceptance of all the rights, privileges and authorities hereby
9 granted, subject to all the conditions, restrictions,
10 specifications and requirements herein expressed. Provided,
11 that the rights acquired hereunder shall be deemed appurtenant
12 to and running with the railroad system of the Grantee, and may
13 be sold, assigned, leased or mortgaged as an entirety in
14 connection with and as a part of said railroad system without
15 such consent or acceptance.

7 Section 13. Grantee, by its acceptance of this grant,
8 does agree and covenant for itself, to protect, indemnify and
9 save harmless The City of Seattle from all claims, actions,
10 suits, liability, loss, costs, expenses or damages of every
11 kind and description which may accrue to, or be suffered by,
12 any person or persons, or property, including without
13 limitation damage or injury to Grantee, its officers, agents,
14 employees, contractors, successors and assigns, arising in any
15 way from, or alleged to arise from, or by reason of any of the
16 following:

- 13 (1) The operation, loading, unloading or use of any and
14 all locomotives, cars, trains, railroad equipment or
15 other machinery and railway vehicles in or over said
16 right-of-way;
- 16 (2) Any defective, unsafe or misleading condition
17 created, caused or contributed to by Grantee in or on
18 said right-of-way and/or railroad tracks, or
19 condition which endangers the safety, use of or
20 travel upon or across said right-of-way;
- 18 (3) Any deficiency in the construction, maintenance or
19 operation of any barricades, fences, signs, signals,
20 warning devices and other protective devices that
21 Grantee is required to establish or maintain, by law,
22 by ordinance or mutual agreement with the City;
- 21 (4) The actions, negligence, or omissions of Grantee, its
22 forces, agents, contractors, or any of them, in or
23 using said right-of-way;
- 22 (5) Damage to any municipally owned utility within the
23 franchise right-of-way, and any resulting damages for
24 which said municipally owned utility may be liable to
25 any person, persons or property because of damage to
26 said municipally owned utility, including without
27 limitation: flooding from broken watermains, storm
28 drains or sewers, electrical damage, interruption of
municipally owned utility service, resulting from the
construction, maintenance or operation of the
railroad and rail equipment within the franchise
right-of-way.

28 The above liability shall not be diminished by the fact, if it
be a fact, that any such death, injury, damage, loss, cost or

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expense may have been contributed to, or alleged to have been contributed to, by the negligence of the City, its agents or employees; provided, however, that nothing herein contained shall be construed as requiring Grantee to indemnify the City against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the City.

Upon commencement of any such suit or action against the City, Grantee shall upon notice, defend the same at its sole cost and expense, and in case judgement shall be rendered against the City in such action or suit, shall fully satisfy such judgement within ninety (90) days after such action or suit shall have been finally determined, if determined adversely to the City.

Section 14. Grantee, by its acceptance of this ordinance, does covenant and agree with the City of Seattle, that whenever the City of Seattle separates the grades of existing or future streets by the construction, reconstruction, renewal, maintenance, and/or widening of any overhead structure across the right-of-way herein granted, Grantee will bear its proportionate share of all costs incident to the span crossing said right-of-way and the piers or abutments supporting such span. Such proportionate share shall be determined on the ratio the length of the portion of the span crossing said right-of-way bears to the total length of said span, and Grantee shall pay its aforesaid share upon proper billing therefore by the Director of Seattle Transportation.

Section 15. That any other railway company having heretofore constructed or hereafter constructing a standard gauge railway to or in the City of Seattle, upon obtaining a franchise from the City giving access to any point therein from which it can reach with its engines and cars any point upon the track laid upon the right-of-way hereinabove described, or any portion thereof, shall, subject to all the provisions and requirements of this ordinance, have the right to the common use with Grantee, of the track constructed upon the right-of-way herein granted, or any portion of said track, upon the payment 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 Grantee, and shall not unnecessarily interfere with or impede the transaction and dispatch of the business of Grantee. In case such railway company cannot agree with Grantee upon the rental or compensation to be paid for such use of said track, or upon the reasonable rules and regulations of such use, any controversy or difference between them respecting the proper amount of such rental or other compensation, or respecting the rules and regulations of such use, shall be submitted to arbitration in conformity to the laws of the State of Washington in that regard, and said submission shall have the same force and binding effect upon the parties thereto as shall be provided by such law in all other cases of arbitration.

Section 16. In order to claim the benefits of this ordinance and to acquire the rights, privileges and authorities hereby granted, Grantee must, within six (6) months after this ordinance becomes effective file in the office of the City of Seattle Finance Department and City Clerk a copy of a resolution duly adopted by its Board of Directors, or by the Executive Committee of said Board, which copy shall be duly certified and attested by its proper officer, under its corporate seal, accepting the benefits of this ordinance, and

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the rights, privileges and authorities hereby granted, subject to all the conditions, restrictions, specifications and requirements expressed.

Section 17. The franchise hereby granted relates back to the date of expiration of the franchise granted by Ordinance 99187 and any acts undertaken consistent with the authority and prior to the effective date of this ordinance are hereby ratified and confirmed.

Section 18. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after its presentation, it shall take effect as provided by Seattle Municipal Code 1.04.020.

Passed by the City Council the 27 day of May, 1997, and signed by me in open session in authentication of its passage this 27 day of May, 1997.

[Signature]
President of the City Council

Approved by me this 4 day of June, 1997.

[Signature]
Mayor

File by me this 4 day of June, 1997.

[Signature]
Clerk

(SEAL)

Published _____

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THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY
BOARD OF DIRECTORS
UNANIMOUS WRITTEN CONSENT

FILED
CITY OF SEATTLE
91 DEC - 9 PM 3:42
CITY CLERK

We, the undersigned, being all of the Directors, hereby waive all notice of the time, place or purpose of a meeting, consent in writing to adoption of the following resolutions as being the action of the Board of Directors of The Burlington Northern and Santa Fe Railway Company ("Company"), pursuant to the provisions of Section 141(f) of the Delaware Corporation Law and Article III, Section 11 of the By-Laws of the Company, and direct that this unanimous consent be filed with the minutes of the proceedings of the Board of Directors of the Company:

RECITAL:

It has been recommended that the Company accept the rights, privileges, authority, conditions and requirements of a rail franchise from the City of Seattle, Washington, as set forth in Ordinance No. 118599. Ordinance No. 118599 authorizes the Company to continue to use for rail purposes its rail corridor across and along West Marginal Way Southwest, Southwest Hinds Street and Chelan Avenue Southwest, all in the City of Seattle. The terms of the rail franchise ordinance will not adversely affect BNSF's ability to operate and maintain its rail corridor at the franchise locations. The ordinance clarifies some of the rights and obligations of the City of Seattle and the Company at the franchise locations. The term of the franchise is thirty years.

RESOLVED:

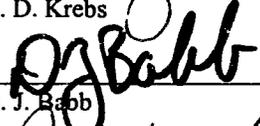
1. The Company's acceptance of the rights, privileges, authority, conditions and requirements of the rail franchise described in the Recital to this Resolution is hereby approved. The Chairman, President and Chief Executive Officer, any Senior Vice President, Vice President, or one of their designees, are each hereby authorized and empowered on behalf and in the name of the Company to execute and deliver any documents, or take such other actions, that in his or her judgment are necessary to accomplish the purpose approved hereby.

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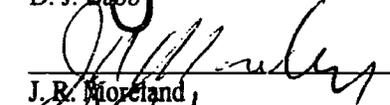
IN WITNESS WHEREOF, we have hereunto affixed our signatures this
25th day of November, 1997.



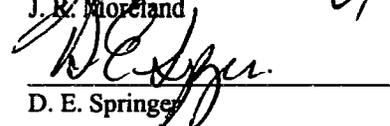
R. D. Krebs



D. J. Babb



J. R. Moreland



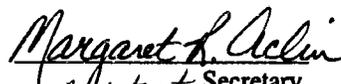
D. E. Springer

Being all of the Directors of The
Burlington Northern and Santa Fe
Railway Company



(SEAL)

ATTEST:



Assistant Secretary

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SEATRAN

Seattle Transportation
City of Seattle



Daryl R. Grigsby, Director
Norman B. Rice, Mayor

February 21, 1997

The Honorable Jan Drago, President
Seattle City Council
1100 Municipal Building
600 Fourth Avenue
Seattle, Washington 98104

VIA: Mayor Norman B. Rice

Attention: Tom Tierney, Director
Office of Management and Planning

Subject: Burlington Northern and Santa Fe Railway Company
Franchise - West Marginal Way Southwest, Chelan
Avenue Southwest and Southwest Hinds Street

Honorable Members:

Ordinance 99187 granted Burlington Northern Railroad a franchise to maintain and operate railroad tracks in, along and across West Marginal Way Southwest from Southwest Spokane Street, southerly, to near Southwest Michigan Street. The franchise has now expired, and The Burlington Northern and Santa Fe Railway Company (formerly Burlington Northern Railroad) has requested that a new franchise be granted for the continued use of the right-of-way. Also, because of the Port of Seattle's Terminal 5 Project, it is necessary that the existing tracks in West Marginal Way Southwest, from several hundred feet south of Southwest Spokane Street, to Southwest Hinds Street, be relocated to the north, and that a second set of tracks and sidings be installed along the same area.

The enclosed draft ordinance proposes to grant The Burlington Northern and Santa Fe Railway Company a thirty year franchise to construct, maintain and operate railroad tracks in, upon, along and across West Marginal Way Southwest, from north of Southwest Michigan Street, to Southwest Hinds Street. The draft ordinance also proposes to amend the franchise granted to the former Northern Pacific Railway Company in 1904 by King County in Proceedings of the County Commissioners found in Volume 14, Page 439, as previously amended; amend Ordinance 61704; and repeal Ordinance 101942.

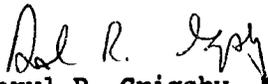
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Seattle Municipal Building, 600 Fourth Avenue, Seattle, Washington 98104-1879 (206) 684-7623
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The Honorable Jan Drago
February 21, 1997
Page 2

I recommend that the City Council approve the draft ordinance granting The Burlington Northern and Santa Fe Railway Company permission to construct, maintain and operate railroad tracks in upon, along and across West Marginal Way Southwest, from north of Southwest Michigan Street, to Southwest Hinds Street.

Respectfully Submitted,


Daryl R. Grigsby, Director
Seattle Transportation

DRGJ/KTJ:rha

Enclosures

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ORDINANCE

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AN ORDINANCE granting The Burlington Northern and Santa Fe Railway Company a railway franchise and the right, privilege and authority to locate, lay down, construct, maintain and operate standard gauge railway tracks in, upon, along and across West Marginal Way Southwest, Southwest Hinds Street and Chelan Avenue Southwest for term of thirty years from the date of expiration of the franchise granted by Ordinance 99187; amending the railroad franchise granted to the former Northern Pacific Railway Company in 1904 by King County in Proceedings of the County Commissioners found in Volume 14, Page 439, as amended by Volume 14, Page 497; amending Ordinance 61704; repealing Ordinance 101942; providing for acceptance of the permit and conditions; and superseding Ordinance 99187.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The City of Seattle (hereinafter referred to as the "City") does hereby grant a franchise, for a term of thirty years, to The Burlington Northern and Santa Fe Railway Company (hereinafter referred to as "Grantee") and the right, privilege and authority to locate, lay down, construct, maintain and operate tracks of standard gauge railway in, upon, along and across the franchise rights-of-way hereinafter designated and specified, and such cross-overs and connections between said tracks as may be reasonably necessary, all of which rights, privileges, authority and franchise rights-of-way are hereby granted, subject to the conditions, restrictions, specifications and requirements set forth in this ordinance.

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

A right-of-way of variable widths in, upon, along and across West Marginal Way Southwest, Southwest Hinds Street and Chelan Avenue Southwest described as follows:

Beginning at the most southerly corner of Lot 14, Block 427, Seattle Tide Lands, Volume 2, according to the official maps thereof on file in the Office of the Commissioner of Public Lands at Olympia, Washington, thence North 54 degrees, 55 minutes, 07 seconds East, a distance of 3.94 feet along the southeasterly line of said Lot 14, and the northwesterly margin of Southwest Hinds Street, to the beginning of a non-tangent curve concave southwesterly having a radius of 618.81 feet (a radial line through said beginning bears North 24 degrees, 07 minutes, 22 seconds East); thence southeasterly a distance of 83.55 feet along said curve through a central angle of 07 degrees, 44 minutes, 10 seconds; thence South 58 degrees, 08 minutes, 28 seconds East, a distance of 116.38 feet to the beginning of a curve concave northeasterly having a radius of 426.68 feet; thence southeasterly a distance of 19.89 feet along said curve through a central angle of 02 degrees, 40 minutes, 16 seconds; thence South 60 degrees, 48 minutes, 44 seconds East, a distance of 180.21 feet to the beginning of a curve concave northeasterly having a radius of 588.81 feet; thence southeasterly and easterly a distance of 115.89 feet along said curve through a central angle of 11 degrees, 16 minutes, 39 seconds; thence South 72 degrees, 05 minutes, 23 seconds East, a distance of 74.48 feet; thence North 24 degrees, 19 minutes,

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51 seconds East, a distance of 24.87 feet to the beginning of a non-tangent curve concave northerly having a radius of 444.28 feet (a radial line through said beginning bears South 24 degrees, 19 minutes, 51 seconds West); thence southeasterly and easterly a distance of 57.86 feet along said curve through a central angle of 07 degrees, 27 minutes, 41 seconds; thence South 73 degrees, 07 minutes, 50 seconds East, a distance of 91.03 feet to the beginning of a curve concave southwesterly having a radius of 474.28 feet; thence easterly and southeasterly a distance of 106.48 feet along said curve through a central angle of 12 degrees, 51 minutes, 50 seconds; thence South 60 degrees, 16 minutes, 00 seconds East, a distance of 35.88 feet to the beginning of a curve concave northeasterly having a radius of 444.28 feet; thence southeasterly and easterly a distance of 57.85 feet along said curve through a central angle of 07 degrees, 27 minutes, 40 seconds; thence South 67 degrees, 43 minutes, 40 seconds East, a distance of 71.17 feet to the beginning of a curve concave northerly having a radius of 558.69 feet; thence easterly a distance of 47.96 feet along said curve through a central angle of 04 degrees, 55 minutes, 05 seconds; thence South 72 degrees, 38 minutes, 45 seconds East, a distance of 200.36 feet to the northerly margin of West Marginal Way Southwest; thence South 67 degrees, 38 minutes, 33 seconds East, along said northerly margin to the north margin of the West Seattle Freeway; thence North 89 degrees, 59 minutes, 52 seconds East, a distance of 8.54 feet along said north margin to the beginning of a non-tangent curve concave southwesterly having a radius of 536.67 feet (a radial line through said beginning bears North 30 degrees, 09 minutes, 28 seconds East); thence southeasterly a distance of 73.69 feet along said curve through a central angle of 07 degrees, 52 minutes, 01 seconds to the beginning of a compound curve concave southwesterly having a radius of 618.80 feet; thence southeasterly a distance of 8.34 feet along said curve through a central angle of 00 degrees, 46 minutes, 19 seconds; thence non-tangent to the preceding curve South 51 degrees, 16 minutes, 17 seconds East, a distance of 213.45 feet to the south margin of the West Seattle Freeway; thence South 89 degrees, 59 minutes, 52 seconds West, a distance of 41.33 feet along said south margin to the northeasterly margin of West Marginal Way Southwest; thence South 32 degrees, 02 minutes, 07 seconds East, a distance of 584.89 feet along said northeasterly margin to the beginning of a non-tangent curve concave northeasterly having a radius of 459.52 feet (a radial line through said beginning bears South 45 degrees, 48 minutes, 52 seconds West); thence northwesterly a distance of 21.06 feet along said curve through a central angle of 02 degrees, 37 minutes, 35 seconds; thence non-tangent to the preceding curve South 27 degrees, 49 minutes, 37 seconds East, a distance of 21.01 feet to the beginning of a curve concave southwesterly having a radius of 896.95 feet; thence southeasterly a distance of 70.36 feet along said curve through a central angle of 04 degrees, 29 minutes, 41 seconds; thence South 23 degrees, 19 minutes, 56 seconds East, a distance of 77.95 feet; thence South 66 degrees, 40 minutes, 04 seconds West, a distance of 15.00 feet to a point hereinafter referred to as point "A"; thence continuing South 66 degrees, 40 minutes, 04 seconds West, a distance of 15.00 feet; thence North 23 degrees, 19 minutes, 56 seconds West, a distance of 77.95 feet to the beginning of a curve concave southwesterly having a radius of 866.95 feet; thence northwesterly a distance of 68.01 feet along said curve through a central angle of 04 degrees, 29 minutes, 41 seconds; thence North 27 degrees, 49 minutes, 37 seconds West, a distance of 103.00 feet to the beginning of a curve concave northeasterly having a radius of 970.37 feet; thence northwesterly and northerly a distance of 124.16 feet along said curve through a central angle of 07 degrees, 19 minutes, 52 seconds; thence North 20 degrees, 29 minutes, 45 seconds West, a distance of 225.32 feet to the beginning of a curve concave southwesterly having a radius of 531.44 feet; thence northerly, northwesterly and westerly a distance of

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1 483.71 feet along said curve through a central angle of 52
2 degrees, 09 minutes, 00 seconds; thence North 72 degrees, 38
3 minutes, 45 seconds West, a distance of 582.98 feet to the
4 beginning of a curve concave southerly having a radius of 588.80
5 feet; thence westerly a distance of 211.66 feet along said curve
6 through a central angle of 20 degrees, 35 minutes, 47 seconds
7 to the northwesterly margin of Chelan Avenue Southwest; thence
8 North 54 degrees, 56 minutes, 00 seconds East, a distance of
9 0.29 feet along said northwesterly margin to the southerly
10 margin of West Marginal Way Southwest; thence North 67 degrees,
11 38 minutes, 38 seconds West, a distance of 93.28 feet along said
12 southerly margin to the beginning of a non-tangent curve
13 southerly having a radius of 618.80 feet (a radial line through
14 said beginning bears North 11 degrees, 58 minutes, 07 seconds
15 West; thence easterly a distance of 172.28 feet along said curve
16 through a central angle of 15 degrees, 57 minutes, 05 seconds;
17 thence non-tangent to the preceding curve North 72 degrees, 05
18 minutes, 23 seconds West, a distance of 89.25 feet to the
19 beginning of a curve concave northeasterly having a radius of
20 618.81 feet; thence westerly and northwesterly a distance of
21 121.80 feet along said curve through a central angle of 11
22 degrees, 16 minutes, 39 seconds; thence North 60 degrees, 48
23 minutes, 44 seconds West a distance of 180.21 feet to the
24 beginning of a curve concave northeasterly having a radius of
25 456.68 feet; thence northwesterly a distance of 21.29 feet along
26 said curve through a central angle of 02 degrees, 40 minutes,
27 16 seconds; thence North 58 degrees, 08 minutes, 28 seconds
28 West, a distance of 116.38 feet to the beginning of a curve
concave southwesterly having a radius of 588.81 feet; thence
northwesterly a distance of 97.55 feet along said curve through
a central angle of 09 degrees, 29 minutes, 32 seconds to the
southwesterly prolongation of the northwesterly margin of
Southwest Hinds Street; thence North 54 degrees, 55 minutes, 07
seconds East a distance of 31.31 feet along said prolongation
to the Point of Beginning;

14 TOGETHER, with that portion of West Marginal Way Southwest
15 lying within a strip of land 17.00 feet in width, having 8.50
16 feet of such width on each side of the existing main line track
centerline, as described as follows:

16 Beginning at Point "A" described above, thence
17 southeasterly a distance of 968.9 feet along a line parallel
18 with the northeasterly margin on West Marginal Way Southwest to
19 a point of curvature; thence southerly along a 07 degree, 30
20 minute, 00 second curve to the right through a central angle of
21 09 degrees, 52 minutes, 00 seconds a distance of 131.6 feet to
22 a line 17.00 feet westerly of and parallel with the easterly
23 margin of West Marginal Way Southwest; thence southerly along
24 said parallel line a distance of 1,804.7 feet to a point of
25 curvature; thence southerly along a 07 degrees, 45 minute, 00
26 second curve to the right through a central angle of 12 degrees,
27 33 minutes, 14 seconds a distance of 162.00 feet to a line 17.00
28 feet westerly of and parallel with the easterly margin of West
Marginal Way Southwest; thence southerly along said parallel
line a distance of 706.7 feet to its intersection with the
centerline of Southwest Edmunds Street; thence continuing
southerly along said parallel line a distance of 466.8 feet to
a point of curvature; thence southerly along a 06 degree, 46
minute, 10 second curve to the left through a central angle of
28 degrees, 30 minutes, 00 seconds a distance of 420.96 feet to
a point of compound curve; thence continuing southerly on a 10
degree, 51 minute, 40 second curve to the left through a central
angle of 18 degrees, 16 minutes, 00 seconds, a distance of
166.65 feet to a point of tangency on a line 8.5 feet easterly
of and parallel with the easterly margin of West Marginal Way
Southwest, said described centerline leaving the street area at
a point on said easterly margin of West Marginal Way Southwest
approximately 1,047.6 feet southerly of its intersection with
the centerline of Southwest Edmunds Street; thence continuing

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1 southerly along said parallel line a distance of 667.99 feet to
2 a point of curvature; thence along a 07 degrees, 30 minute, 00
3 second curve to the right having a central angle of 07 degrees,
4 46 minutes, 00 seconds a distance of 103.6 feet to a point of
5 reverse curve; thence southerly along a 07 degree, 30 minute,
6 00 second curve to the left through a central angle 00 degrees,
7 58 minutes, 30 seconds, a distance of 13.0 feet to a point on
8 the easterly margin of West Marginal Way Southwest, said point
9 being the point of re-entry into the street area; thence
10 continuing along said 07 degree, 30 minute, 00 second curve to
11 the left through a central angle of 06 degrees, 47 minutes, 30
12 seconds a distance of 90.6 feet to a point to tangency; thence
13 southeasterly along said tangent a distance of 24.4 feet to a
14 point of curvature; thence continuing southeasterly along a 09
15 degree, 13 minute, 00 second curve to the right through a
16 central angle of 08 degrees, 32 minutes, 00 seconds a distance
17 of 92.6 feet to a point of reverse curve; thence along a 09
18 degree, 13 minute, 00 second curve to the left through a central
19 angle of 09 degrees, 47 minutes, 00 seconds a distance of 106.2
20 feet to a point of reverse curve; thence continuing
21 southeasterly along a 12 degree, 00 minute, 00 second curve to
22 the right through a central angle of 01 degree, 24 minutes, 00
23 seconds a distance of 11.7 feet to a point on the easterly
24 margin of West Marginal Way Southwest, said point being the
25 point of leaving the street area; thence continuing along said
26 12 degree, 00 minute, 00 second curve to the right through a
27 central angle of 19 degrees, 43 minutes, 44 seconds a distance
28 of 164.1 feet to a point of compound curve; thence along a 15
degree, 00 minute, 00 second curve to the right through a
central angle 03 degrees, 47 minutes, 45 seconds a distance of
25.3 feet to a point on the easterly margin of West Marginal Way
Southwest, said point being the point of re-entry into the
street area; thence continuing along said 15 degree, 00 minute,
00 second curve to the right through a central angle of 02
degrees, 12 minutes, 15 seconds a distance of 14.7 feet to a
point of reverse curve; thence continuing southerly along a 13
degree, 14 minute, 00 second curve to the left through a central
angle of 06 degrees, 52 minutes, 00 seconds a distance 52.3 feet
to a point of reverse curve; thence continuing southeasterly
along a 04 degree, 16 minute, 00 second curve to the right
through a central angle of 17 degrees, 47 minutes, 30 seconds,
a distance of 417.4 feet to a line 8.5 feet westerly of and
parallel with the easterly margin of West Marginal Way
Southwest; thence southerly along said parallel line a distance
of 1,812.8 feet to a point opposite and at right angles to a
point of curvature on the easterly margin of West Marginal Way
Southwest; thence continuing along said parallel line, a
distance of 191.0 feet to its intersection with the easterly
margin of West Marginal Way Southwest, at a point thereon a
distance of 383 feet northerly of its intersection with the
South line of Section 19, Township 24 North, Range 4 East, W.M.;

21 Section 3. That the railroad franchise granted to the
22 Northern Pacific Railway Company, in 1904 by King County in
23 Proceedings of the County Commissioners found in Volume 14, Page
24 439, to construct, lay down, maintain and operate a single or
25 double line track on, over, through and across the streets
26 herein described, including Iowa Street (now Iowa Avenue
27 Southwest), is hereby amended to read as follows:

25 Entering (~~Montana Street~~) Duwamish Avenue Southwest on
26 the easterly side thereof approximately at the northmost
27 corner of Block 378, Seattle Tide Lands: thence on a six
28 degree curve to the left which curve connects with a
tangent in Block Three Hundred Eighty-Five (385) at a
point which is one hundred ninety five (195) feet
southerly from when measured at right angles to the south
line of (~~Spokane Avenue~~) Southwest Spokane Street, and
the produced southerly line thereof, and which runs thence
west parallel with and distant one hundred ninety five

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(195) feet measured at right angles from said southerly line of said (~~Spokane Avenue~~) Southwest Spokane Street, to the westerly margin of Klickitat Avenue Southwest. (~~to a point of curve located in the West Waterway according to the official platting of Seattle Tide Lands; thence by a curve to the right connecting the last described tangent with a tangent the commencement of which is located in Indiana Street; thence westerly on a tangent which is parallel with and distant forty five (45) feet northwesterly from and measured at right angles to the southwesterly line of Spokane Avenue to a point of curve located in said Spokane Avenue opposite the southwesterly corner of lot ten (10) in tide land block four hundred twenty seven (427) measured at right angles to the northeasterly line of Spokane Avenue; thence on a curve to the right connecting the last described tangent with a tangent the commencement of which is in block four hundred thirty four (434), thence on a tangent from said point to a point of curve in block four hundred forty one (441); thence on a curve to the left connecting the last described tangent with a tangent beginning in Arizona Street near the intersection of the westerly line thereof Railroad Avenue thence parallel with and distant fifteen (15) feet northeasterly from, when measured at right angles to the southwesterly line of Railroad Avenue to the southerly limits of the town of West Seattle and crossing the following streets, to-wit:~~

~~Montana Street, Wyoming Street, Missouri Street, Klickitat Avenue, Indiana Street, Iowa Street Oregon Street Wenatchee Avenue, Chelan Avenue Minnesota Street, Mississippi Street Arizona Street, and Florida Street, running on, over and along Spokane Avenue from its intersection with Iowa Street to the intersection of the west line of Wenatchee Avenue and running on, over and along Railroad Avenue, from its intersection with Arizona Street, to the south limits of West Seattle, said centerline being shown by red ink line upon the plan attached to said petition.)~~

Section 4. That Section 1 of Ordinance 61704 is hereby amended to read as follows:

Section 1. That the City of Seattle does hereby grant to The (~~Northern Pacific Railway Company~~) Burlington Northern and Santa Fe Railway Company, (~~a corporation, its successors and assigns~~), in perpetuity, the rights, privilege and authority to locate, lay down, construct maintain and operate a track of standard gauge railway in, along, over and across (~~Iowa Avenue and~~) Klickitat Avenue Southwest in the City of Seattle, and also a right of way for said track more particularly described as follows, to-wit:

A right of way (~~(13)~~) 17 feet in width being (~~(6.5)~~) 8.5 feet wide on each side of the following described center line:

Beginning at a point in the center line of the present track of The (~~Northern Pacific Railway Company's~~) Burlington Northern and Santa Fe Railway Company's West Seattle Line 284.556 feet east of and 157.5 feet south of the northwest corner on Block 391, Seattle Tide Lands as established by Ordinance 55262, thence westerly and southwesterly across Block 391, Klickitat Avenue Southwest to the westerly margin of Klickitat Avenue Southwest. (~~and Block 409 S.T.L. along the arc of a curve to the left, having a radius of 603.805 feet through an angle of 42 degrees 15 minutes a distance of 445.247 feet to a point of tangency, the radial line of said curve at the point of beginning bearing due south, thence across the West Waterway along a tangent S 47 degrees, 45 minutes W a distance of 345.360 feet to a point of curvature, thence southwesterly, westerly and~~

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1 ~~northwesterly across Block 412 S.T.L., vacated Indiana Avenue,~~
2 ~~Block 413 S.T.L. and part of Iowa Avenue along the arc of a~~
3 ~~curve to the right, having a radius of 459.276 feet through an~~
4 ~~angle of 102 degrees, 50 minutes, 55 seconds a distance of~~
5 ~~824.403 feet to a point of compound curvature, thence~~
6 ~~northwesterly across a part of Iowa Avenue along the arc of a~~
7 ~~curve to the right, having a radius of 762.696 feet through an~~
8 ~~angle of 6 degrees, 21 minutes, 35 seconds a distance of 84.658~~
9 ~~feet to a point of tangency with the center line of the present~~
10 ~~track of the Northern Pacific Railway Company in Iowa Avenue,~~
11 ~~said point of tangency being 36.25 feet distant southwesterly~~
12 ~~from, when measured at right angles to, the northeasterly margin~~
13 ~~of said Iowa Avenue, thence in Iowa Avenue along a tangent~~
14 ~~parallel to and 36.25 feet distant southwesterly from the said~~
15 ~~northeasterly margin of Iowa Ave., North 23 degrees, 02 minutes,~~
16 ~~30 seconds West a distance of 208.776 feet to a point of~~
17 ~~curvature, thence northwesterly in Iowa Avenue and West Spokane~~
18 ~~Street, along the arc of a curve to the left, having a radius~~
19 ~~of 459.276 feet through an angle of 44 degrees, 35 minutes, 26~~
20 ~~seconds a distance of 357.434 feet to a point of tangency with~~
21 ~~the center line of the present track of the Northern Pacific~~
22 ~~Railway Company's West Seattle Line, said point of tangency~~
23 ~~being 97.5 feet distant southwesterly from, when measured at~~
24 ~~right angles to, the northeasterly margin produced southeasterly~~
25 ~~of Iowa Avenue and 15.6 feet west of and 99.0 feet south of the~~
26 ~~southwest corner of Block 424 Seattle Tide Lands.}}~~

10 Section 5. That Ordinance 101942 amending the railroad
11 franchise granted to the Northern Pacific Railway Company in
12 1904 by King County in Proceedings of the County Commissioners
13 found in Volume 14, Page 439, entitled:

13 AN ORDINANCE amending a railroad franchise granted to
14 the former Northern Pacific Railway Company in 1904
15 (before annexation to Seattle) by King County in
16 Proceedings of the County Commissioners found in Volume
17 14, Page 437, to construct, lay down, maintain and operate
18 a single or double line track on, over, through and across
19 the streets therein described, including Iowa Street (now
20 Iowa Avenue Southwest); to provide for the corrected
21 location of said franchise track in Iowa Avenue Southwest
22 which was required to be relocated by reason of the City
23 of Seattle's improvement and widening of said Iowa Avenue
24 Southwest,

18 is hereby repealed and all rights-of-way granted thereunder and
19 all rights, privileges and benefits conferred thereby are,
20 hereby declared forfeited and to be null and void and of no
21 force or effect.

21 Section 6. The City of Seattle shall retain the same
22 control of the streets and avenues in and across which said
23 railway tracks shall be laid down as over other streets and
24 avenues in said city, and shall have the right at all times by
25 general ordinance, to regulate the speed of the locomotives,
26 cars and trains within the limits of the franchise right-of-way
27 herein granted, and the maximum period of time for which such
28 locomotives, cars and trains shall be allowed to blockade travel
along and across the streets, avenues, and intersecting streets
embraced in this grant, and shall have such further control and
police power over such franchise rights-of-way and tracks, and
the use thereof, as the City Charter and the Federal and State
Constitutions and laws may now or hereafter permit. Grantee
shall erect and maintain all such safety devices, warning signs
and signals, lights and appliances as may be necessary to
protect and facilitate public travel across each and every track
herein authorized.

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1 Section 7. The City hereby reserves to itself and its
2 Grantee the right to construct all public improvements and to
3 install and carry all public utility facilities across,
4 underneath or above the tracks hereby authorized, and the City
5 reserves to itself full and complete right of access to any
6 space occupied by such tracks and to all of said franchise
7 right-of-way within the limits of West Marginal Way Southwest,
8 Southwest Hinds Street and Chelan Avenue Southwest, together
9 with the right to open and excavate the ground beneath said
10 tracks, or within said franchise right-of-way, for all purposes
11 of construction, maintenance, repair, operation and inspection
12 of any public utilities and public improvements which rights
13 shall, however, be exercised in such manner as not to interfere
14 with the safe operation of locomotives, cars and trains on said
15 tracks. In all cases involving a possibility of such
16 interference, or removal of lateral support or excavation
17 beneath the tracks of Grantee, sixty (60) days' written notice
18 shall be given Grantee, and said Grantee shall, at its own cost
19 and expense, remove, relocate, support, reinforce said tracks
20 as necessary, provide flagging, and shall also furnish an
21 authorized agent or representative at Grantee's own cost and
22 expense, who shall supervise such removal, relocation, support,
23 reinforcement or excavation or other work; provided that, in
24 case of emergency repairs, the length of such notice may be less
25 than sixty (60) days, but not less than twelve (12) hours.
26 Grantee shall have the option of requiring that any such
27 construction, repair, renewal, maintenance or inspection of
28 municipally owned utility be done by tunnelling or jacking
beneath said tracks, if such utility determines that tunnelling
or jacking is practicable, and upon Grantee's providing
assurances, satisfactory to such municipally owned utility, that
Grantee will pay the extra cost of tunnelling or jacking, over
the cost of open cutting. If it is necessary that such tracks
should be removed, relocated, supported, or reinforced during
the progress of the construction, repair, renewal, maintenance,
or inspection of any municipally operated utility, or for any
public improvement, Grantee shall remove or relocate said tracks
and shall construct and place such support and provide a flagman
as necessary, and shall attend to the replacement and
readjustment of its tracks, all at its own cost and expense.

17 Section 8. Grantee shall be solely responsible for the
18 maintenance and safety of the right-of-way granted herein,
19 including all tracks and all grade crossings, and shall
20 cooperate and coordinate with the City of Seattle Director of
21 Seattle Transportation to assure adequate rehabilitation, repair
22 and maintenance of all tracks and grade crossings herein
23 authorized, in compliance with the Letter of Understanding
24 between Burlington Northern Railroad (now Burlington Northern
25 and Santa Fe Railway Company), Union Pacific Railroad and the
26 City of Seattle (City of Seattle Comptroller File No. 296593)
27 dated July 18, 1988, and with all existing and future City of
28 Seattle, State and/or Federal railroad grade crossing standards
and regulations, and under the direction of and to the
satisfaction of the Director of Seattle Transportation, all at
Grantee's sole cost and expense. Grantor shall issue permits
to Grantee which shall set forth the terms and conditions for
railroad track work within the limits of the City of Seattle,
one permit that will be effective for a two-year period for the
performance of minor maintenance work and temporary repairs of
railroad grade crossings; and individual permits for the
performance of major railroad track work that will impact
vehicular and/or pedestrian traffic, to the extent the issuance
or terms and conditions of the permits are not inconsistent with
State and Federal Law.

Section 9. Grantee shall construct and maintain the tracks
herein authorized so that the top of the rail thereof shall at
all times conform to the street grade (except where change is

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made in separation of grades), and the City hereby reserves the right to change the grade of any streets, avenues or public places at any time, and when the said City shall change such grade the Grantee, by acceptance of this ordinance, hereby covenants and agrees with the City, 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 upon condition that any change of grade hereafter made by the City to the streets and avenues upon which the franchise is hereby granted, shall not be unreasonable, or such as to interfere with the proper and practical operation of said track when the same shall have been adjusted to said new grade.

Section 10. Grantee shall, upon permit issued by the Director of Seattle Transportation or such other body as may in the future be by law authorized to act, allow each owner or occupant of a warehouse or industry contiguous or adjacent to said track herein authorized, or to any street, avenue or other public place along or across which said tracks shall be constructed, a spur track or tracks connecting said track with such warehouse or industry; provided, however, that Grantee may require that such spur track or tracks and all street grading, surfacing 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 warehouse or industry; and provided further that any such spur track shall start from such point on said track as Grantee shall determine upon as the most proper therefor; and shall be subject to such rules and regulations as to the opening and closing of switches controlling access to and as to the use of said track as Grantee may from time-to-time establish. All of the obligations and duties of Grantee expressed in this franchise shall apply with full force and effect to each and every spur track laid down, constructed, maintained or operated by Grantee connecting with the tracks or right-of-way granted in Section 1 of this franchise.

Section 11. Nothing contained in this ordinance shall be construed as granting an exclusive franchise or privilege for the use of West Marginal Way Southwest, Southwest Hinds Street or Chelan Avenue Southwest, or any portion thereof, and the rights granted by this ordinance shall be subject to the right of the City Council to at any time hereafter, to repeal, amend or modify this ordinance and grant, with due regard to the rights of Grantee and of the interests of the public, and to cancel, forfeit and abrogate any right or privilege granted by this ordinance if the franchise hereby granted is not operated in full accordance with the provisions hereof, or at all, and at any time during the grant to acquire by purchase or condemnation, for use of the City itself, all the property of the Grantee within the limits of said streets at a fair and just value, which shall not include any valuation of the franchise itself, which franchise shall thereupon terminate.

Section 12. 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 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 Finance Department and 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, 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.

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Section 13. Grantee, by its acceptance of this grant, does agree and covenant for itself, to protect, indemnify and save harmless The City of Seattle from all claims, actions, suits, liability, loss, costs, expenses or damages of every kind and description which may accrue to, or be suffered by, any person or persons, or property, including without limitation damage or injury to Grantee, its officers, agents, employees, contractors, successors and assigns, arising in any way from, or alleged to arise from, or by reason of any of the following:

- (1) The operation, loading, unloading or use of any and all locomotives, cars, trains, railroad equipment or other machinery and railway vehicles in or over said right-of-way;
- (2) Any defective, unsafe or misleading condition created, caused or contributed to by Grantee in or on said right-of-way and/or railroad tracks, or condition which endangers the safety, use of or travel upon or across said right-of-way;
- (3) Any deficiency in the construction, maintenance or operation of any barricades, fences, signs, signals, warning devices and other protective devices that Grantee is required to establish or maintain, by law, by ordinance or mutual agreement with the City;
- (4) The actions, negligence, or omissions of Grantee, its forces, agents, contractors, or any of them, in or using said right-of-way;
- (5) Damage to any municipally owned utility within the franchise right-of-way, and any resulting damages for which said municipally owned utility may be liable to any person, persons or property because of damage to said municipally owned utility, including without limitation: flooding from broken water mains, storm drains or sewers, electrical damage, interruption of municipally owned utility service, resulting from the construction, maintenance or operation of the railroad and rail equipment within the franchise right-of-way.

The above liability shall not be diminished by the fact, if it be a fact, that any such death, injury, damage, loss, cost or expense may have been contributed to, or alleged to have been contributed to, by the negligence of the City, its agents or employees; provided, however, that nothing herein contained shall be construed as requiring Grantee to indemnify the City against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the City.

Upon commencement of any such suit or action against the City, Grantee shall upon notice, defend the same at its sole cost and expense, and in case judgement shall be rendered against the City in such action or suit, shall fully satisfy such judgement within ninety (90) days after such action or suit shall have been finally determined, if determined adversely to the City.

Section 14. Grantee, by its acceptance of this ordinance, does covenant and agree with the City of Seattle, that whenever the City of Seattle separates the grades of existing or future streets by the construction, reconstruction, renewal, maintenance, and/or widening of any overhead structure across the right-of-way herein granted, Grantee will bear its proportionate share of all costs incident to the span crossing said right-of-way and the piers or abutments supporting such

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span. Such proportionate share shall be determined on the ratio the length of the portion of the span crossing said right-of-way bears to the total length of said span, and Grantee shall pay its aforesaid share upon proper billing therefore by the Director of Seattle Transportation.

1 Section 15. That any other railway company having
2 heretofore constructed or hereafter constructing a standard
3 gauge railway to or in the City of Seattle, upon obtaining a
4 franchise from the City giving access to any point therein from
5 which it can reach with its engines and cars any point upon the
6 track laid upon the right-of-way hereinabove described, or any
7 portion thereof, shall, subject to all the provisions and
8 requirements of this ordinance, have the right to the common use
9 with Grantee, of the track constructed upon the right-of-way
10 herein granted, or any portion of said track, upon the payment
11 of such monthly or annual rental or other compensation as may
12 be just and equitable, and subject to such reasonable rules and
13 regulations as may be consistent with the prior rights of
14 Grantee, and shall not unnecessarily interfere with or impede
15 the transaction and dispatch of the business of Grantee. In
16 case such railway company cannot agree with Grantee upon the
17 rental or compensation to be paid for such use of said track,
18 or upon the reasonable rules and regulations of such use, any
19 controversy or difference between them respecting the proper
20 amount of such rental or other compensation, or respecting the
21 rules and regulations of such use, shall be submitted to
22 arbitration in conformity to the laws of the State of Washington
23 in that regard, and said submission shall have the same force
24 and binding effect upon the parties thereto as shall be provided
25 by such law in all other cases of arbitration.

26 Section 16. In order to claim the benefits of this
27 ordinance and to acquire the rights, privileges and authorities
28 hereby granted, Grantee must, within six (6) months after this
ordinance becomes effective file in the office of the City of
Seattle Finance Department and City Clerk a copy of a resolution
duly adopted by its Board of Directors, or by the Executive
Committee of said Board, which copy shall be duly certified and
attested by its proper officer, 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
expressed.

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Section 17. The franchise hereby granted relates back to the date of expiration of the franchise granted by Ordinance 99187 and any acts undertaken consistent with the authority and prior to the effective date of this ordinance are hereby ratified and confirmed.

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Section 18. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after its presentation, it shall take effect as provided by Seattle Municipal Code 1.04.020.

Passed by the City Council the ____ day of _____, 1997, and signed by me in open session in authentication of its passage this ____ day of _____, 1997.

President _____ of the City Council

Approved by me this ____ day of _____, 1997.

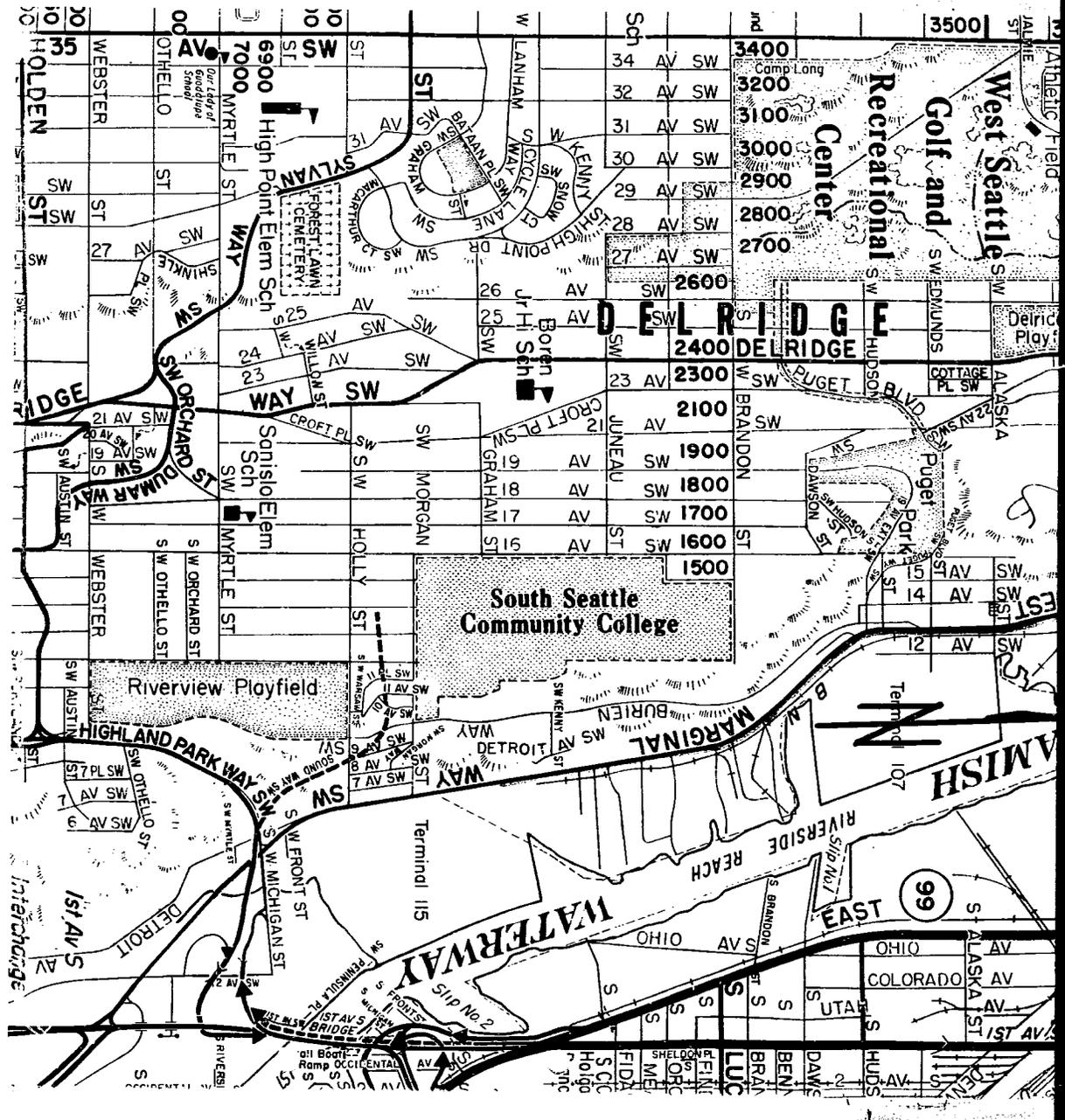
Mayor

File by me this ____ day of _____, 1997.

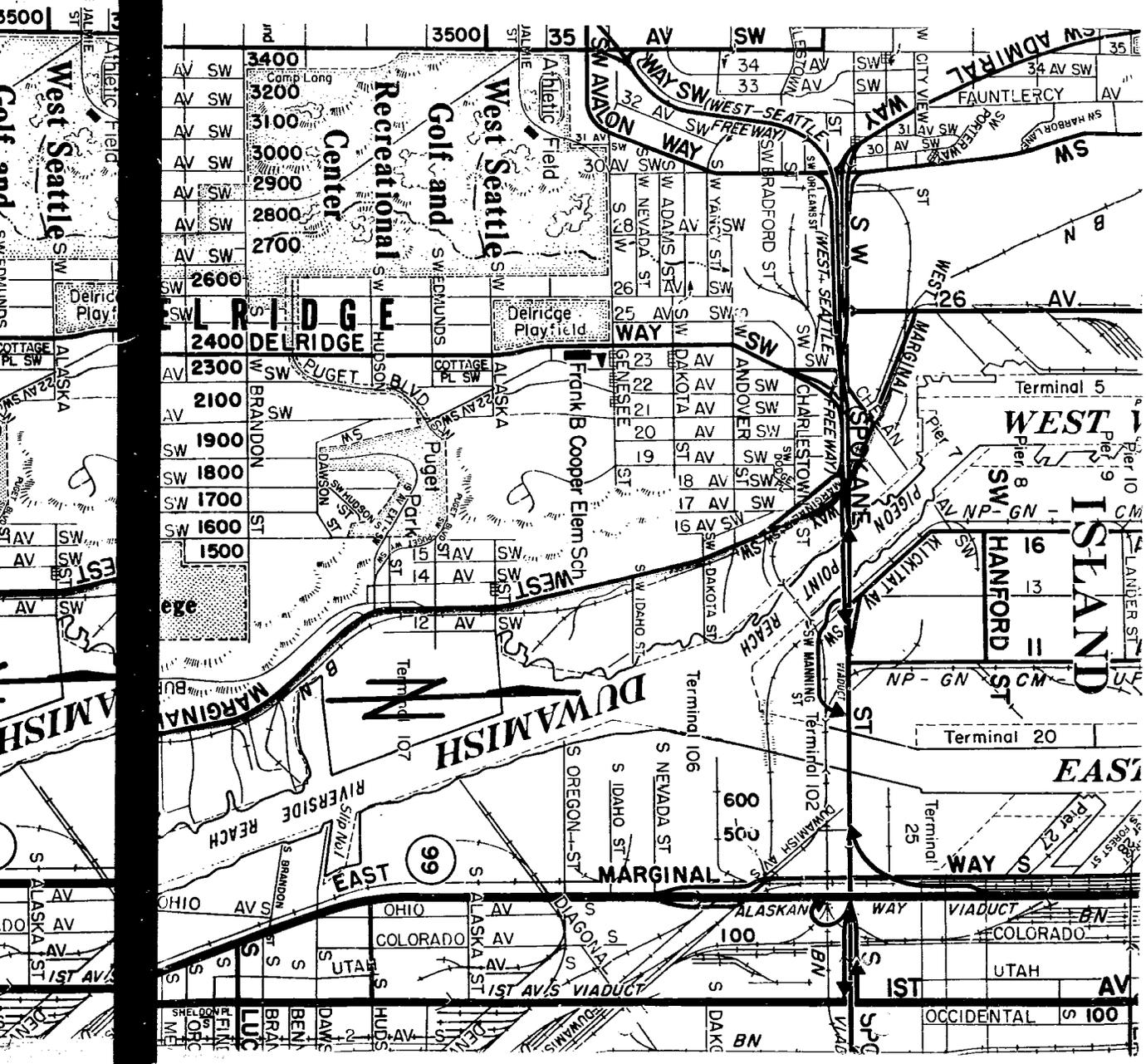
Clerk

(SEAL)
Published _____

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BURLINGTON NORTHERN RAILROAD

Property Management
2100 FIC, 999 Third AV
Seattle, WA 98104-4080
206-467-3493
Fax 206-467-3443

Mr. Ray Allwine
Street Use
Seattle Engineering Department
Room 400
Seattle Municipal Building
600 Fourth AV
Seattle, WA 98104-1879

September 13, 1995

Dear Mr. Allwine:

RE: Franchise Agreement 99187 - West Marginal Way SW

Thankyou for your letter of 23 August, with attachments, concerning subject franchise.

Burlington Northern Railroad Company wishes to continue use of the area. We are reviewing the form of franchise provided and will respond with our comments as soon as possible.

Sincerely,

Larry L. Seyda
Regional Manager

File: Seattle, WA - RE 5108

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97-040

City of Seattle

Executive Department—Office of Management and Planning

Thomas M. Tierney, Director
Norman B. Rice, Mayor



February 24, 1997

The Honorable Mark Sidran
City Attorney
City of Seattle

OK JRB
2-27-97

97 FEB 25 AM 9:41
MAIL ROOM (ATTACHED)

Dear Mr. Sidran:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING DEPARTMENT: Seattle Transportation Department

SUBJECT: AN ORDINANCE granting The Burlington Northern and Santa Fe Railway Company a railway franchise and the right, privilege and authority to locate, lay down, construct, maintain and operate standard gauge railway tracks in, upon, along and across West Marginal Way Southwest, Southwest Hinds Street and Chelan Avenue Southwest for term of thirty years from the date of expiration of the franchise granted by Ordinance 99187; amending the railroad franchise granted to the former Northern Pacific Railway Company in 1904 by King County in Proceedings of the County Commissioners found in Volume 14, Page 439, as amended by Volume 14, Page 497; amending Ordinance 61704; repealing Ordinance 101942; providing for acceptance of the permit and conditions; and superseding Ordinance 99187.

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation to your office for review and drafting.

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMP. Any specific questions regarding the legislation can be directed to Kwan Wong at 684-8083.

Sincerely,

Norman B. Rice
Mayor

by

TOM TIERNEY
Director

h:\admin\legis\law\trs\wong67

Enclosure

Accommodations for people with disabilities provided on request. An equal employment opportunity - affirmative action employer.
Office of Management and Planning 300 Municipal Building, Seattle, Washington 98104-1826
(206) 684-8080 • (TDD) 684-8118 • FAX (206) 233-0085

Printed on Recycled Paper

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TIME AND DATE STAMP

SPONSORSHIP

THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

X *R. J. Mc...* _____

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO: _____

PRESIDENT'S SIGNATURE

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STATE OF WASHINGTON - KING COUNTY

81510
City of Seattle, City Clerk

-ss.

No. ORD IN FULL

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:ORD 118599

was published on
06/10/97

The amount of the fee charged for the foregoing publication is the sum of \$ _____, which amount has been paid in full.

R. Patterson

Subscribed and sworn to before me on
06/10/97
[Signature]

Notary Public for the State of Washington,
residing in Seattle

Affidavit of Publication

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97-3-04361-5 Diss. Cheryl L. Holt-Howie v Paul F Howie, Pro se; Pro se. 97-3-04362-3 Diss. Suzanne G Jambor v Phillip R. Riccio. 97-4-02371-5 Estate. Mehn B. Walsh. Care Farming Assoc (nom). 97-2-14180-0 Pers Injury. Bryan Huber, Jacob Huber, Stephanie Huber, Jos Huber v Herring-Puz. 97-2-13520-6 Kwan, Will Kwi Douglas Rapp. In Moreno dba Evei