

ORDINANCE NO. 106

AN ORDINANCE GRANTING TO S.J.NORTON, HIS SUCCESSORS, AND ASSIGNS A FRANCHISE TO LAY DOWN TRACKS AND OPERATE A STREET RAILROAD THEREON ALONG AND UPON CERTAIN STREETS IN THE TOWN OF SAN ANSELMO, COUNTY OF MARIN, STATE OF CALIFORNIA.

WHEREAS after proceedings duly had the Board of Trustees of the Town of San Anselmo, did on the 16 day of July 1913, sell and award to S.J.Norton a franchise to lay down and operate a street railway along certain streets of the Town of San Anselmo, County of Marin, State of California, hereinafter particularly described; and whereas all requirements of law in such cases made and provided have been by the said S.J.Norton fully complied with, now, therefore, the Board of Trustees of the Town of San Anselmo do ordain as follows:

Section 1. S.J.Norton, his successors and assigns are hereby authorized and permitted to lay down, maintain and operate in the said Town of San Anselmo for a term of Forty-nine years, a single track street railroad, with all necessary and convenient sidetracks, switches, crossings, bridges, drains, connections, curves, turnouts, to be operated by electricity, or such other improved mode of operation as may be authorized by law, except steam locomotives, third rail, over head trolley or any kind of underground system, along and upon those certain streets of the Town of San Anselmo, County of Marin, State of California, which said routes are described as follows, to wit:-

BEGINNING at the intersection of the Easterly corporate limits of San Anselmo and the center line of the San Rafael and Olema Road; thence running obliquely to the Southerly

side of the road continuing Westerly along the Southerly 12 feet of the San Rafael and Olema Road to the intersection thereof with the center line of the County Road leading from Red Hill to Ross Landing; Being Route Number One.

Also beginning at the intersection of the center line of the road leading from Red Hill to Ross Landing with the Southerly 12 feet of the San Rafael and Olema Road; thence crossing obliquely said last named road and running Westerly and Northwesterly as the case may be, along the Northerly 12 feet of said San Rafael and Olema Road to the intersection thereof with the Westerly Corporate limits of the Town of San Anselmo; Being Route Number Two.

This franchise is granted upon the following terms, conditions and restrictions in addition to the terms, conditions and restrictions required or imposed by law, to wit:-

FIRST:- The grantee or grantees of said franchise, his, its or their successors or assigns, shall have the right, franchise and privilege to lay down, construct, maintain and operate said street railroads, together with the right to carry passengers thereon for hire, for the term of Forty-nine (49) years, provided, however, that such franchise shall not be construed to give to the grantee or grantees thereof, his, its, or their successors or assigns the right to carry freight for any person, partnership or corporation, over, along, or upon the street railroads to be authorized thereby, except such materials, tools, machinery and fuel as it may be necessary to transport over said railroad for the construction, operation or maintenance of the street railroad line of said grantee or grantees, his, its, or their successors or assigns; or except the carrying of such freight as may be permitted over certain portions of said routes by the said Board of Trustees at any later time.

to traffic: Provided that any time after five years from the date of said franchise the grantee or grantees or his or their assigns must on demand of the Board of Trustees of the Town of San Anselmo cause any T-Rails which may have been laid to be re-placed by standard grooved Rails.

FIFTH:- The said grantee or grantees, their successors and assigns, shall indemnify and save harmless the said Town of San Anselmo from any and all loss or damage which it may incur by reason of the malfeasance, non-feasance or misfeasance of said grantee or grantees or their successors or assigns, in respect to the duties and conditions imposed, and privileges which will be conferred; and the Town of San Anselmo shall also protect said grantee or grantees, their successors and assigns, in the enjoying of the right to be granted by the passage of proper ordinance for that purpose.

SIXTH:- The cars on said railroads shall be thoroughly equipped with all necessary appliances for the safety, convenience and comfort of the public in transit.

SEVENTH:- Work to construct the said railroad must be commenced within not more than Four (4) months from the granting of such franchise, and said work must be completed within One (1) year thereafter, otherwise the franchise shall be forfeited for such portions of any particular route that may not then be completed, unless the time be extended for the completion of such particular route by consent of the Board of Trustees of the Town of San Anselmo.

EIGHTH:- Single fares for one continuous trip in one continuous direction shall not exceed Five (5) cents within City Limits of San Anselmo, except when cars shall be specially chartered for specific purposes; provided, that chil-

dren under the age of Five (5) years, when accompanied by adult persons, shall ride free; provided, further that mail carriers in the employ of the United States Government shall ride free within the City limits when in uniform or on duty, subject to reasonable rules to be established by the grantee or grantees, or their successors or assigns.

NINTH:- The Town of San Anselmo reserves the right to purchase said franchise and all the property and equipment used in the operation of said street railroad at an appraised valuation made by three appraisers, one of whom shall be chosen by the grantee of this franchise or his successors, one by the Town of San Anselmo and two so chosen shall select a third.

TENTH:- The said grantee or grantees, its or their successors or assigns, shall upon the expiration or sooner termination of said franchise if ordered so to do by the Board of Trustees, remove within Sixty (60) days from the date of the service of said order from said Board of Trustees, all ties, rails and all other appliances used in connection with said railroad, from the roadway and replace said roadway in as good condition as the balance of said roadway is in at the time of the order for the removal of said rails.

Should the said grantee, or grantees its or their successors or assigns, fail to remove, for the period of Sixty (60) days, if ordered to do so by said Board of Trustees, all rails, ties, and appliances used in connection with said railroad from the roadway, then, and in that event, the said rails, ties, and appliances, shall be forfeited to, and become the property of, said Town of San Anselmo.

The failure of said grantee, or grantees, its or their successors or assigns, to operate cars for the conveyance of passengers in each direction, over said street railroad, between the

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the hours of 7 A.M. and 10 P.M., at intervals of not more than Twenty-five (25) minutes, for Three (3) consecutive days, unless prevented from so doing by strikes, labor troubles, act of God, or other unavoidable accidents, shall work an abandonment of said franchise, and said franchise shall then terminate and end.

ELEVENTH:- The said grantee or grantees, its or their successors or assigns shall stop its cars to take on and let off passengers at all signal station, which said signal stations shall not be greater than three hundred (300) feet distant apart.

TWELFTH:- The said grantee or grantees, its or their successors or assigns shall when ordered by the Board of Trustees of San Anselmo, install ten (10) 2000 candle power arc lights at points along the said right of way, said points to be selected by the Board of Trustees, and said lights to be installed to the entire satisfaction of said Board, and be lighted every night in the year from sunset to sunrise.

THIRTEENTH:- The said grantee or grantees, or their successors or assigns, shall furnish and plant shade trees equal in number to those that are removed by the said grantee, its or their successors or assigns, in the construction of said road, shade said trees to be planted and placed in such locations as the Board of Trustees may direct.

FOURTEENTH:- The said grantee, or grantees, its or their successors or assigns, shall not, in the construction or maintenance of their said railroad, run or operate any tracks or cars over, along or upon the bridges now or hereafter to be constructed by the town of San Anselmo, nor shall any switch points, frogs, or switch stands be permitted within a distance of 25 feet of any street termination or crossing.

FIFTEENTH:- The cars used on said railroad shall be entitled to the track or right of way, and in all cases where any team or vehicle shall meet or be overtaken by any street car

in said Town, said team or vehicle shall at once give way to the street car or street cars of said railroad; nor shall any person or persons wilfully or maliciously obstruct, hinder or interfere with said street car by placing, driving or stopping or causing to be placed, or driven at a slow pace, or stop, any team or vehicle, or other obstacle, in, upon, across or near the tracks of said railroad, after being notified by the conductor or motorman by blowing the car whistle or otherwise; and whoever shall willfully violate any provision of this section shall, upon conviction thereof before any justice of the Peace, or other proper authority of said town of San Anselmo be fined a sum of not less than Five (\$5.00) Dollars, or more than One Hundred (\$100.00) Dollars.

Section 2. This Ordinance shall take effect thirty days after its adoption.

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The above and foregoing Ordinance was duly and regularly passed and adopted as an Ordinance of the Town of San Anselmo, County of Marin, State of California, at a regular meeting of the Board of Trustees of the Town of San Anselmo, held on Monday, the 15th day of September, 1913, by the following vote, to wit:-

AYES: Trustees: Richard C. ...

NOES: Trustees: None

ABSENT: Trustees: None

[Signature]
President of the Board of Trustees
of the Town of San Anselmo, California

ATTEST:

[Signature]
Town Clerk of San Anselmo.

I approve of the foregoing Ordinance this 15th of September, 1913.

[Signature]
President of the Board of Trustees
of the Town of San Anselmo, California

STATE OF CALIFORNIA, }
COUNTY OF MARIQUITA, } ss.
TOWN OF SAN ANSELMO. }

I Arthur W. Studley Town Clerk of the Town of San Anselmo and ex-officio Clerk of the Board of Trustees of said Town, hereby certify that the foregoing is a full, true and correct copy of an ordinance regularly and duly passed at a regular adjourned meeting of the Board of Trustees of said Town not less than five days after the date of its introduction.

That the said ordinance was numbered 106 and entitled An Ord. granting to S. J. Norton, his exec. or assigns a franchise to lay down tracks, etc.

That the said ordinance was thereafter duly posted in accordance with law and the order of said Board of Trustees in three conspicuous places in said Town.

In witness, whereof, I have hereunto set my hand and affixed the Corporate Seal of the Town of San Anselmo, at my office in said Town, this 15th day of September 1913

Arthur W. Studley
CLERK OF THE TOWN OF SAN ANSELMO.