

of December, 1916, and C.E.Schaff, as Receiver of the Railway and property of said Railway Company, acting herein under and by virtue of the aforesaid order, do hereby bind and obligate ourselves and agree with the City of San Antonio that we shall be bound and obligated to perform, observe and comply with all the conditions, stipulations, and provisions of the foregoing ordinance, and especially with paragraph L of Section 2 thereof; and we do hereby assume and guarantee the payment as undertaken by the San Antonio Belt and Terminal Railway Company of all damages which may be finally adjudged to owners of private property, and we further hereby agree that any owner of such private property having a claim or claims against the San Antonio Belt and Terminal Railway Company on account of the construction, maintenance or operation of said railroad shall have the right by virtue of this contract to sue the said Missouri, Kansas and Texas Railway Company of Texas or C.E.Schaff, as Receiver aforesaid, or both of us, in connection with any suit which he may file for such damages against the said San Antonio Belt and Terminal Railway Company, it being understood that such suit or suits may be filed in the Courts of Bexar County, Texas, having jurisdiction over the subject matter, and that the plaintiff or plaintiffs therein shall have the right to recover from us by virtue of this agreement any and all damages which he or they may be finally awarded against the San Antonio Belt and Terminal Railway Company on account of such construction, maintenance or operation of its said railroad.

And in further consideration of the premises, we, the said The Missouri, Kansas and Texas Railway Company of Texas and the said Receiver, do hereby declare that the aforesaid user contract of April 1st, 1916, made and entered into by and between us and the San Antonio Belt and Terminal Railway Company had in contemplation both the ordinance of the City of San Antonio approved May 13th, 1915, and therein mentioned, whereby said City granted to the said San Antonio Belt and Terminal Railway Company the right to construct, maintain and operate its line of railway within certain terminals between Probandt Street and Dolorosa Street, and the ordinance subsequently ~~approved~~ approved, and herein mentioned, whereby the City granted to the San Antonio Belt and Terminal Railway Company the right to extend the said line of railway across the San Antonio River, Roosevelt Avenue, and certain other streets and avenues, to the Eastern Limit of the City, both said ordinances together, as so passed and approved, covering the proposed line of the San Antonio Belt and Terminal Railway Company from said Eastern City limit to Dolorosa Street, and we do hereby declare and agree that any and all sums hereby assumed, or to become payable by us, or either of us, as herein provided, shall be deemed to be a part of the rentals or considerations to be paid by us to the San Antonio Belt and Terminal Railway Company for and on account of the use of its railway and terminals and provided by said user contract of April 1st, 1916, and for the purposes of this contract all such sums shall be considered as a part of the ordinary operating expenses of the lines of railway of the Missouri, Kansas and Texas Railway Company of Texas, whether operated by the Receiver or by said Railway Company, or by a successor company thereto, and all rights granted by the City or exercised under said two ordinances by the Missouri, Kansas and Texas Railway Company of Texas, or the Receiver, shall be subject to and exercised in conformity with the terms and provisions of said ordinances.

IN TESTIMONY WHEREOF, witness our hands this

the 11th day of December, 1916.

THE MISSOURI, KANSAS & TEXAS
RAILWAY COMPANY OF TEXAS,

BY C.E.Schaff,
President.

ATTEST:

C. S. Sherwin
Secretary

C. E. Schaff
RECEIVER of the Railway and
Property of the MISSOURI, KAN-
SAS & TEXAS RAILWAY COMPANY OF
TEXAS.

COPY

AN ORDINANCE

OF-38

Providing for the closing of certain streets within the corporate limits of the City of San Antonio, Texas, and ceding jurisdiction thereof to the United States of America.

(Passed and approved February 5th, A.D. 1917)

For full text of this ordinance see "Minutes of the Proceedings of the Commissioners of the City of San Antonio, Vol. "B", pages 279 to 280 inclusive.

(4)

AN ORDINANCE OF-40

Authorizing James A. Baker, Receiver of the International & Great Northern Railway Company to lay a spur track along, over and across Comal Street, within the corporate limits of the City of San Antonio.

FIRST

BE IT ORDAINED by the Commissioners of the City of San Antonio that James A. Baker, Receiver of the International & Great Northern Railway Company, be and is granted a franchise to extend a spur track of said Railway Company across and over Comal Street, and between the following points:

Beginning at a point from the Guenther Mill Spur, where the South line of Lake-view Avenue crosses same;

Thence, continuing southerly in Comal Street, 45 feet from and parallel to the East line of Comal Street 46.9 feet to a point, said point being the point of curvature of a twelve degree curve right;

Thence continuing with said twelve degree curve right for a distance of 140 feet to a point, said point being end of curve;

Thence, continuing southwesterly to a line tangent to said twelve degree curve, 13 feet and four tenths of a foot (13.4) said point being the intersection point between this line and the located center line of the S.A & A.P.Ry. Company's branch line to Kerrville.

Thence, continuing said tangeant, 13.4 feet to a point, said point being indicated by a stake and is the terminus of the located line. All the above indicated in red on blue print attached.

SECOND

Said track shall be laid under the direction of the Commissioner of the Department of Streets and Public Improvements and the City Engineer, and the construction of same shall conform to the regulations imposed and hereafter to be imposed by said City, and conform to the grades and restrictions imposed by the City, and the operation, and maintenance of said track shall be subject to all regulations and ordinances now in force, or that may hereafter be enacted, regulating such character of construction.

THIRD

In consideration of the granting of this permit the said James A. Baker, Receiver of the International & Great Northern Railway Company binds and obligates himself as such Receiver, and the International & Great Northern Railway Company,

The consent of the City ~~of San Antonio~~ to the use of its streets, as provided in the foregoing ordinance, However, is granted upon the following eexpress conditions:

(1) Whereas the proposed trackage will involve crossing the main tracks of San Antonio and Aransas Pass Railway Company, therefore a complete interlocking system, or other safety crossing devices prescribed by the Rail Road Commission of Texas, shall be constructed and at all times thereafter maintained and observed for such crossing, so that no trains, engines or cars shall stop on, or hinder the traffic of, West Commerce Street, Travis Street, or other streets of the City, unless caused by the actual operation of trains, engine or cars of the other railroad so to do; and (2) All parts of the railroad construction work authorized shall be completed within ninety days (90) from and after the date when this ordinance shall take effect; and in case of any failure or refusal to conform to these conditions, or either of them, the franchise and rights hereby granted shall cease and determine and the City shall thereupon be authorized to repeal this ordinance, and to remove from its streets all tracks, if any, constructed under and by virtue of this ordinance.

The exercise of any privilege under this ordinance shall be an acceptance of all its terms and conditions by the said James A. Baker, Receiver of the International & Great Northern Railway Company and the International & Great Northern Railway Company.

PASSED AND APPROVED THIS 8TH DAY OF MARCH, A.D. 1917.

ATTEST:

Fred Fries, City Clerk.

Clinton G. Brown, Mayor.