

# HOW BOND ISSUE OF \$20,000,000 WILL BE USED

The \$20,000,000 bond issue to be submitted to the voters of the South Park district for approval Tuesday will be used in such a manner as to benefit the city's entire population—those remote from the lake front no less than those to the east. The money, if it is appropriated, will be spent as follows:

Beginning and continuing for three years the development of the lake front between Grant and Jackson parks..	\$8,000,000
Improving Grant park to make it more of a public playground ...	3,700,000
Widening and improving South Park avenue between 23d and 35th streets.....	1,300,000
Construction of a stadium south of Grant park near the new Field Museum building .....	2,500,000
Acquisition of property between Michigan avenue and the Illinois Central right of way and between Lake Park place and Roosevelt road .....	1,500,000
Acquisition of new park areas in the southwest side and improvement of existing parks and boulevards there .....	3,000,000

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Total .....\$20,000,000

## **Boys Who Bought Stolen Supplies.**

Earl W. Taylor, the youthful "star" of the Inland Electric company's selling staff, was accused in the Boys' court today of leading a band in cheating the company out of thousands of dollars.

After the brief hearing, at which Judge Edmund K. Jarecki continued the case to Feb. 27, Taylor went with Herman Larsen, manager of the electric company, to the firm's office at 14 North Franklin street to help clear up the shortage. Altho Taylor asserted he was penniless, Larsen said he thought the whole amount would be recovered.

"Taylor has volunteered to help, and we think we can trace all the stolen supplies," Larsen said. "We have the names of jobbers who bought them, and we know that a schoolmate of Taylor's was in on the deal.

"Taylor is only 19, but he was one of the smartest salesmen we ever had. All his followers were older than he is, but he led them like a chief."

### **Wardrobe His Only Asset.**

The young salesman was returned from Los Angeles to face his employers' charges. His only asset, he said, when questioned about the alleged thefts, is his wardrobe.

It is believed the thefts will total not less than \$25,000. Taylor, who is only 19, showed a precocity in lovemaking second only to his talents as a financier, the police say, and they are checking up on his various affairs in an effort to discover where the money obtained from his alleged speculations went.

"The boy made a full confession to me," said Lieut. Loftus of the detective bureau. "It's a cinch he got away with at least \$25,000."



West & Eckhart  
Attorney at Law,  
First National Bank Building  
CHICAGO

December 21st, 1920.

In Re: Checking Automobiles - Grant Park.

Mr. J. F. Neil,  
Secretary,  
South Park Commissioners,  
57th & Cottage Grove Avenue,  
Chicago, Illinois.

Dear Sir:-

I have your favor of December 18th in which you state that the Commissioners wish to be advised in reference to the following matter: They are being urged to put into operation a system of checking automobiles in the Northern end of Grant Park, and making a charge therefor, or allowing others, as for example, the Chicago Motor Club, or other Clubs, to do this work under proper restrictions, charging an appropriate fee, out of which they would pay their necessary expenses and turn the balance over to the South Park Commissioners. The question is as to what legal liability the South Park Commissioners would assume in the event they adopt either of the above methods, or any other method of a similar nature.

Answering the second branch of the inquiry first, I beg to say that if a concession is granted to the Chicago Motor Club, or any other similar organization, giving it the right for a suitable consideration to check automobiles in Grant Park, paying over to the South Park Commissioners for the privilege a portion or all of its net profits, all under and pursuant to a contract in proper form duly entered into, which contract shall provide that the concessionaire assumes all responsibility for loss or damage to property, then there can be no liability on the part of the South Park Commissioners.

If the Commissioners themselves undertake to do this work, using their own employees for the purpose, and issuing checks for automobiles for which service a charge is made, a somewhat different question would be presented. The general principle is, of course, established, that the South Park Commissioners are not liable in actions of tort, because they are an agency of the State. They are, however, liable for breaches of contract, and it may be that if, without reservation, the South Park Commissioners invite persons to leave their automobiles in Grant Park in the custody of employees of the Commissioners, and automobiles are left there in accordance with such invitation, there would result a contract of bailment between the South Park Commissioners and the respective owners of the automobiles, and the Commissioners would be held to be a bailee for reward or hire. In that event it would seem that there might be liability for loss occasioned through the negligence, carelessness or dishonesty of the employees of the Commissioners.

Such a bailment would be regarded as a "Bailment for the mutual benefit of both parties". It is a general rule that a bailee of this class may by special agreement with the bailor enlarge, abridge, qualify or supersede the obligations which otherwise would arise by implication of law from the bailment. This doctrine is subject to the qualification that the bailee may not relieve himself from liability for gross negligence or for fraud.

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From what has<sup>above</sup> been set forth, it will be seen that in order to relieve themselves of the Common Law Liability attaching to a bailment for the mutual benefit of both parties, it would be necessary for the Commissioners in some way, either by express or implied agreement, to limit their liability as hereinbefore suggested. This could be done by posting suitable notices on the grounds where the automobiles are to be checked; by printing proper notices to that effect on the checks that are issued for the machines; or by requiring each owner who wishes to check his automobile to sign a proper written contract. This would probably necessitate the keeping of some sort of book at an office on the grounds, and issuing to each automobile owner some kind of card or token of identification, showing that he has executed the necessary contract which entitles him to the enjoyment of the checking privileges.

To sum up, it must be said that unless the liability of the Commissioners were limited and safe-guarded as hereinbefore suggested, they would probably be held liable for loss or damage occasioned through the neglect or default of their employees.

Another question presents itself, although not suggested in your letter, is whether or not, under the terms of the original dedication of Grant Park, such a proposed use as that hereinbefore outlined would be a proper use of the Park.

The question of what is or is not a proper use of Grant Park has been considered by the Courts of our State as well as the Federal Courts in a number of cases. The most recent decision of our Supreme Court is that in the case of Ward vs Field Museum, reported in Vol. 241 of Illinois Reports, at page 496, in which all the previous decisions are reviewed. Those decisions, however, deal with the question of whether or not buildings or structures of any kind may be erected in the Park. No case, so far as I am aware, has dealt with the question of whether any use to which it is desired to put the Park, which does not involve the erection of a building, is or is not a proper use.

While the question is not wholly free from doubt, I am not able to say at this time that the proposed use would be proper.

Yours very truly,

(Signed) Roy O. West.

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AGREEMENT  
between  
South Park Commissioners  
and  
Illinois Central Railroad Company

CHARLES L. HUTCHINSON



AGREEMENT

South Park Commission

Union Central Railroad Company

RELATING TO THE RAILROAD AND THE  
SOUTH PARK COMMISSION  
AND THE REMOVAL OF THE  
RAILROAD FROM THE  
SOUTH PARK

December 1, 1911



# AGREEMENT

BETWEEN

South Park Commissioners

AND

Illinois Central Railroad Company

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RELATING TO LANDS AND RIPARIAN  
RIGHTS, REMOVAL OF PASSENGER DE-  
POT, LOCATION OF VIADUCTS, ETC., ETC.  
IN THE CITY OF CHICAGO, ILLINOIS

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December 11, 1911

Ryan & Hart Co.  
Printers



THIS AGREEMENT, Made this eleventh day of December, A. D. 1911, between the SOUTH PARK COMMISSIONERS, a municipal corporation, created by the laws of the State of Illinois, hereinafter called the Commissioners, party of the first part, and the ILLINOIS CENTRAL RAILROAD COMPANY, a corporation of said state, hereinafter called the Company, party of the second part:

WITNESSETH:

WHEREAS, the Commissioners now have control over the public parks in the City of Chicago, Illinois, known as Grant Park and Jackson Park, both of which border upon public waters in this state, to-wit, the waters of Lake Michigan, and are now separate; and,

WHEREAS, the Commissioners under the authority vested in them by the laws of said state, wish to extend Jackson Park over and upon the bed of said public waters adjoining thereto, and to connect Jackson and Grant Parks by a boulevard, driveway or parkway extending over and upon the bed of the said public waters, and over and upon any lands penetrating into said waters, consistently, however, with the practical navigation of said public waters, for the purposes of commerce; and,

WHEREAS, the Company is the owner of certain lands, piers, docks and rights thereto pertaining, adjoining or near to the southerly end of said Grant Park and penetrating into the said waters east of the boundary line herein established, which said Commissioners desire to acquire for the purposes hereinafter stated; and,

WHEREAS, said Company claims to own the greater part of the lands and the riparian and other rights pertaining to such lands on the shores adjoining said public waters between the South line of Lake Park Place,



(formerly known as Park Row), extended eastwardly, and a point in the east line of Section Eleven (11), Township Thirty-eight (38), North, Range Fourteen (14) East of the Third Principal Meridian, in the said city, hereinafter fixed as the southerly end of the said boundary line to be established, except the lands and riparian and other rights of the City of Chicago, and except as hereinafter provided, and is also the owner of certain lands penetrating into said public waters beyond the said boundary line, upon and over which it is proposed to construct such extension and connection, and the construction of such extension and connection will interfere with or destroy the enjoyment by said Company of its said riparian rights and necessitate the appropriation by said Commissioners of that part of the said lands of the Company penetrating into the said public waters beyond said boundary line; and the acquisition by the Commissioners of said riparian rights and such part of the said penetrating lands of the Company is necessary to the construction of the proposed boulevard, driveway, or parkway; and,

WHEREAS, the Commissioners and the Company desire to agree, in form and manner provided by the laws of the State of Illinois, upon a permanent boundary line dividing between the said Commissioners and the Company the submerged and other lands which extend from the east line of the said right of way of said Company, into and under the said public waters between the termini of the said boundary line as hereinafter described, and to fix and define the part of such submerged and other lands which shall be taken, owned and used by the Company, in lieu of, and as compensation for the release to the Commissioners of its said riparian rights and its interest in the part of said lands penetrating into the said public waters beyond the said boundary line, and to confirm in the said Commissioners title, jurisdiction and control, for park purposes as

provided by law, over the said riparian rights of the Company and the part of said lands penetrating beyond the said boundary line; and,

WHEREAS, the said Company claims to be the owner, as aforesaid, of the greater part of the said shore lands, the riparian rights pertaining thereto, and of the said penetrating lands between the termini of the said proposed boundary line, except as aforesaid, and except as hereinafter provided, and the Commissioners wish to have established, without delay, the said boundary line opposite the said shore lands owned by the Company, to thereby secure the early use, for park purposes, of certain of the said penetrating and other lands on the easterly side of such boundary line, to the end that there may be confirmed in said Commissioners the complete title, jurisdiction and control, for park purposes, as provided by law, over all of said riparian rights and lands penetrating beyond the said boundary line between the said termini, and that there may be confirmed in the Company the right and title to the submerged and other lands between the said easterly line of its present right of way and the said boundary line, as hereinafter provided, excepting, however, the part of said line which extends through the land now occupied and used by the City of Chicago for its Thirty-ninth Street Pumping Station and held by it under a deed from the Company dated August 17th, 1898, which land is not intended to be included herein, as to which special provision is hereinafter made;

NOW THEREFORE, in consideration of the premises and of the benefit to result to each of the parties herefrom, and the mutual covenants and agreements of the parties herein contained, but subject to the approval of the Circuit Court of Cook County, Illinois, as hereinafter provided, it is covenanted and agreed between the Commissioners and the Company, as follows:



## ARTICLE I.

The permanent boundary line dividing the submerged and other lands and rights to be acquired, taken, owned and used by the Commissioners, and the submerged and other lands and rights to be acquired, taken, owned and used by the Company (in lieu of, and as compensation for, the release of said riparian rights and said part of said penetrating lands to the Commissioners, as hereinafter provided), here contemplated and intended to be established, as the rights and interests essential thereto may be acquired as hereinafter provided, is the line described as follows, namely:

Commencing at a point in the south line of said Lake Park Place produced easterly that is seven hundred and sixty-one (761) feet east of the west line of Michigan avenue, and extending thence southeasterly in a straight line to intersect with the north line of Thirteenth street produced east at a point seven hundred (700) feet east of the west line of Indiana avenue, thence southeasterly in a straight line to intersect with the north line of Eighteenth street produced east at a point six hundred and sixty (660) feet east of, measured at right angles to, the westerly line of the Company's waylands as now established; thence southeasterly in a straight line parallel to and six hundred and sixty (660) feet from said westerly waylands line to the intersection with the north line of Twenty-ninth street produced east; thence southerly in a straight line to intersect with the north line of Thirty-first street produced east at a point four hundred (400) feet easterly from, measured at right angles to, said westerly waylands line; thence southeasterly parallel and four hundred (400) feet easterly from said westerly waylands line to intersect with the center line of Forty-first street produced east; thence continuing southerly parallel to and four hundred and fifty (450) feet easterly from said westerly waylands line to intersect with the east line of Section

Eleven (11), Township Thirty-eight (38), North, Range Fourteen (14) East of the Third Principal Meridian, except the part thereof extending through the said lands of the city, which said line, with its courses and distances, is shown in red on the plat hereto attached and made part hereof; and in so far as the said line is located along and opposite lands on the shore adjoining the said public waters, which, together with the riparian rights pertaining thereto, are now owned by the Company, it, the said line, is hereby established, acknowledged and confirmed, subject to the approval of the said Circuit Court, as the said permanent boundary line dividing the submerged and other lands and rights to be acquired, taken, owned and used by the Commissioners, and the submerged and other lands and rights to be acquired, taken, owned, and used by the said Company.

In the event that the City Pumping Station at Thirty-ninth street shall be removed, and the site and city lands upon which it is situated acquired from the city, the land shall be divided between the parties hereto by the said permanent dividing and boundary line, and the expense shall be shared between the parties, in like manner as in case of the adverse interests to be acquired under this agreement.

## ARTICLE II.

Should it appear at any time that there are any adverse interests (except the interests of the City of Chicago pertaining to its pumping station situated at Thirty-ninth street above referred to), such adverse interests shall be acquired by the Company and from time to time as such adverse interests, if any, are obtained, the Commissioners shall take such steps as are contemplated by the Act under which such proposed boundary line is to be obtained, to secure the final confirmation and establishment of the said divid-



ing and boundary line, through each, and the submerged and other lands and rights derived from such adverse interests if any shall be divided between the parties hereto in the same manner and by the same permanent boundary line hereinbefore described as in case of the lands and rights now owned by the Company.

And the Commissioners shall pay to said Company on demand from time to time one-half ( $\frac{1}{2}$ ) the price or cost and expense of the acquirement of any such adverse interests, provided the amount of the price, cost or expense for one-half ( $\frac{1}{2}$ ) of which demand is made at any time, has been approved by the Commissioners before the obligation therefor was incurred. If the Commissioners have not approved, or do not approve the price, cost or expense, then the amount which the Commissioners shall pay shall be determined by the finding of a majority of three arbitrators, one to be chosen by each of the parties hereto, and the third to be named by the Judge of the District Court of the United States for the Southern District of Illinois. The arbitrators shall determine what would have been a reasonable price, cost or expense, under all the circumstances, and shall require each of the parties hereto to bear not less than one-half of such reasonable price, cost or expense, not to exceed one-half ( $\frac{1}{2}$ ) of the actual price, cost or expense.

The term "adverse interests" as used in this agreement shall be taken to include any lands, riparian rights or interests not owned by the Company. Should the Company fail to acquire such adverse interests, or any of them, within a reasonable time through inability to reach an agreement on the price or for any cause, the Commissioners may purchase such adverse interests, or any of them, and shall be reimbursed by the Company in the same manner as it is herein provided that the Company shall be reimbursed by the Commissioners in case of a purchase by the Company,

the situations being reversed, and the same provisions shall be applicable. Both parties to this agreement shall co-operate with each other to the fullest extent and exercise all their legal powers to perfect the entire permanent and dividing boundary line and to carry out the purposes of this agreement.

### ARTICLE III.

The Commissioners shall without delay file from time to time as may be necessary a petition or petitions, or bill or bills, in chancery, on the chancery side of the Circuit Court of Cook County, Illinois, praying that the said boundary line above established between the lands acquired or to be acquired by the Commissioners, and the lands acquired or to be acquired by the Company, may be established and confirmed by the decree of said court, either in entirety in one decree or in several decrees corresponding to the petitions or bills filed for that purpose; and they shall exercise all proper diligence and take all proper steps in the prosecution of such petition or petitions, or bill or bills, as may from time to time be necessary, as contemplated and required by an Act of the State of Illinois, approved May 2nd, 1907, entitled, "An Act authorizing Park Commissioners to acquire and improve submerged and shore lands for park purposes, providing for the payment therefor, and granting unto such Commissioners certain rights and powers and to riparian owners certain rights and titles," and generally shall exert all reasonable efforts to the end that said boundary line as herein defined may be established and confirmed by the final judgment or judgments, decree or decrees, of said court, in the said proceeding or proceedings.



## ARTICLE IV.

Upon the establishment and confirmation by the final judgment or judgments and decree or decrees in said proceeding or proceedings of the said part of said dividing and boundary line above described as the permanent dividing and boundary line along and opposite said lands on the shore adjoining the said part of the said public waters, which together with the riparian rights pertaining thereto, are now owned by the Company, all of the riparian rights now held or owned by the Company, as the owner of said lands, and also all the right, title and interest of the Company in and to the part of the submerged, reclaimed, made and penetrating lands, and in and to the part of any piers, basins or projections situate, lying or being on or penetrating or projecting into said public waters beyond and on the easterly side of such part of said boundary line, shall vest in, be taken by, held and acquired by the said Commissioners, and, in that event, the same are hereby vested in, transferred, assigned and conveyed to the said Commissioners, for the purposes aforesaid; and upon such establishment and confirmation as aforesaid of the said part of said dividing and boundary line as the permanent dividing and boundary line along and opposite the said lands of the Company, the part of the said submerged, reclaimed, made and penetrating lands, and the waters thereon, situate and being on the westerly side of said part of said boundary line, and all the right, title and interest in or pertaining thereto shall be taken, owned and used by the Company, in lieu of, and as compensation for, the release to the Commissioners of its said above described riparian and other rights and property, and, in that event, the same are hereby vested in, transferred, assigned and conveyed to said Company. The said Company shall have and hold the fee simple title to any and all such lands and interests so vested in it with the full right to fill in, improve, protect and use the same for

railroad and other lawful purposes, and to sell and convey the same up to the lines so established, free from any adverse claim in any way arising out of any question as to where the shore line was at any time in the past, or as to the title to any existing accretions. And upon the establishment and confirmation as aforesaid of the said part of the said dividing and boundary line as aforesaid, the said Company as a part of the release of its right, title and interest in said part of such basins, piers, or projections, and all other property lying east of such boundary line shall consent and in the event of the establishment and confirmation as aforesaid of the said part of said dividing and boundary line as aforesaid, this instrument shall be effective as the consent of the Company, that the basin now located east of Twelfth street extended may be closed and filled and the lands under the same reclaimed by said Commissioners, and the said Company will by quit claim deed convey to the Commissioners the following described property, to-wit:

A parcel of ground along the shore of Lake Michigan in Cook County, State of Illinois, described as follows:

Beginning at a point in the south line of Lake Park Place (formerly known as Park Row) in the City of Chicago produced easterly, seven hundred and sixty-one (761) feet east of the west line of Michigan avenue, extending thence southeasterly, making an angle of forty-five (45) degrees with a line parallel to the west line of Michigan avenue seven hundred and seventy-eight (778) feet, more or less, to a point in the north line of the Illinois Central Railroad Company's Thirteenth street pier, thirteen hundred and twenty (1320) feet east of the west line of Michigan avenue; thence east along said north line five hundred and thirty (530) feet, more or less, to east line of said pier; thence south along said east line two hundred and eighty-eight (288) feet, more or less, to the south line of said pier; thence west along said south line to an intersec-



tion with the said permanent boundary line above described in Article One, paragraph two, hereof, thence northwesterly along said permanent boundary line to the place of beginning.

The Company further undertakes to secure at the time said quit claim deed is delivered the release of its Refunding Mortgage, being the Indenture dated November 1st, 1908, by and between the Company and the Guaranty Trust Company of New York, so far as the said Mortgage or Indenture relates to or covers the property last above described, so to be conveyed by quit claim deed, it being intended to be conveyed to said Commissioners as and for a site for a museum, to be erected either by said Commissioners or by the directors or trustees of such museum as may be authorized by said Commissioners, and as to said lands above described any conveyance to the Commissioners shall contain a dedication of said land to public use for museum purposes or to such other parkway purposes as said Commissioners may determine, and said Company specifically declares that it is not its intention that said land shall become attached to or become a part of Grant Park unless and until the said Commissioners shall, by ordinance or resolution, give evidence of their intention to attach said land to said park.

IT IS COVENANTED AND AGREED that upon the establishment and confirmation of any part of the said boundary line by the said court, the part of said line so established and confirmed shall thereafter be the permanent dividing and boundary line to the extent so established and confirmed, and shall not be affected or changed thereafter either by accretions or erosions; and upon the final establishment of said boundary line through its entire length, as contemplated by this agreement, it shall thereafter be the permanent dividing and boundary line of the said lands so to be taken by the respective parties as aforesaid, between the termini of the said line.

## ARTICLE V.

The Company covenants and agrees that upon the final establishment and confirmation of the said boundary line along, opposite and through the lands on the shore adjoining the said part of the said public waters, which, with the riparian rights pertaining thereto, are now owned by the Company, and the vesting in the Company of the title, as provided by the statute aforesaid, to the submerged lands along such part of the said boundary line, with the right to fill in and use the same for railroad purposes; and upon the operation by electricity of its tracks and terminals north of Twelfth street in said City of Chicago, the Commissioners, subject to the conditions and restrictions herein provided, may construct and maintain viaducts or bridges over the land, rights of way and tracks of the Company on a line produced eastward on all the east and west streets abutting upon or crossing Michigan avenue between and inclusive of Randolph street and Harmon place in said city; said viaducts or bridges may be of the full width of the respective streets on the line of which they are constructed. The superstructure of each such viaduct or bridge shall be of metal or reinforced concrete, and the lowest point of any such superstructure shall be not less than eighteen (18) feet in the clear above the level of the top of the railroad tracks as now existing at the east and west lines of the Company's right of way at such place or places, and the clearance or clearances of such bridges or viaducts shall in all other respects conform to the clearances of the bridges now existing. All the supports or piers of such viaducts or bridges shall be forty (40) feet apart between centers, requiring four (4) piers or supports in the two hundred (200) feet width of the right of way of the Company, and shall be set at uniform distances from the west side of the Company's right of way and parallel with the Company's tracks.



And the Commissioners may also, at such time, construct and maintain a covering not to exceed fifty (50) feet in width above and over the Company's right of way adjoining and along the west side thereof between Twelfth and Randolph streets, and a covering not to exceed fifty (50) feet in width adjoining and along the east side of said right of way between Twelfth and Monroe streets. There shall be a single line of piers or supports for such covering or coverings which shall be set at the uniform distance of forty (40) feet from the side of the Company's right of way along which such covering may extend or be attached, and such piers or supports shall be set between tracks so as to conform with the location of the piers or supports of the bridges or viaducts by this paragraph authorized. The extension of the said covering beyond said line of piers shall be by cantilever or other similar device. The said covering here intended shall have a clearance above the existing tracks of the Company to conform and correspond with that provided for the bridges or viaducts as hereinabove specified, and which at no point shall be less than eighteen (18) feet. The piers or supports above authorized for the said bridges or viaducts and covering shall not exceed the piers under the existing bridges in Grant Park in size or space occupied. The surface of the said covering may be used for such purposes as the Commissioners may desire, provided such use does not interfere with the use or operation of the Company's tracks and right of way.

IT IS UNDERSTOOD AND AGREED that none of the foregoing provisions in this Article contained shall be in force until the said tracks and terminals shall be operated by electricity, as above stated, except, however, that immediately upon the confirmation of the said boundary line along the shore lands now owned by the Company, and the vesting in the Company of

the title to said submerged lands at such place or places as aforesaid, the Commissioners may construct and maintain a bridge or viaduct at each of the streets between Jackson street and Hubbard place, inclusive, of a width, if constructed at all of the said streets, not to exceed the width of the respective streets extended eastwardly; or, in lieu of the bridges or viaducts authorized at the said several streets between said Jackson street and Hubbard place, inclusive, the Commissioners may, at their election, construct and maintain a bridge or viaduct at each of any three or four of said last mentioned streets as they may elect, the total width of such streets, if so consolidated, not to exceed three hundred and thirty (330) feet, and no single bridge to be over one hundred and ten (110) feet in width. Said bridges shall be of the construction, clearance above the tracks of the Company, and with supports corresponding in size and location to the construction, clearance and supports as above provided for the viaducts and bridges to be constructed over the said Company's right of way in said Grant Park.

PROVIDED, HOWEVER, and the right and authority in this Article given the Commissioners is subject to the express condition, restriction and reservation, that no structure, covering, viaduct or bridge shall be constructed or maintained, or any such use made thereof by the Commissioners, that will interfere with or prevent the Company's free use and operation of its said tracks for railroad purposes, excepting that the supports or piers mentioned may be located as above stated.

#### ARTICLE VI.

Upon the establishment and confirmation by the final judgment or judgments and decree or decrees in said proceeding or proceedings of the said part of the said dividing and boundary line above described as the per-



manent dividing and boundary line along and opposite said lands on the shore adjoining the said part of the said public waters, which, together with the riparian rights pertaining thereto, are now owned by the Company, except through the said lands of the City of Chicago, and the vesting in the Company, of the lands, rights and interests which it is above agreed shall be vested in it between the said easterly line of its present right of way and the said part of the said dividing and boundary line—the following covenants and agreements in this Article contained shall be in force, and the rights mentioned confirmed and established:

(1) The Commissioners shall have, and are hereby given the right, subject to the conditions and requirements herein contained and to the restrictions in this section, to construct and maintain viaducts over the tracks, lands and right of way of said Company, acquired, or to be acquired hereunder, in line with the projection eastward of such east and west streets as said Commissioners may select between Twenty-second street and Forty-first street in the said City of Chicago; Provided, however, and it is agreed, that not more than four of such viaducts to each mile longitudinally with the right of way of said Company shall be constructed. The Commissioners shall also have, and are hereby given, the right to construct and maintain viaducts over the said tracks, lands and right of way of the Company in line with the projection eastward of Forty-first street, Forty-third street and Forty-seventh street in said City. The Commissioners shall not construct any other viaducts over the tracks, lands and right of way of said Company between Twelfth street and Fifty-first street in said City than those authorized in this and the next paragraph, except with the consent of the Company. The superstructure of each of the viaducts herein authorized shall be of metal or reinforced concrete, and the lowest point of any such superstructure shall be not less

than nineteen (19) feet in the clear above the level of the top of the railroad tracks as now existing or hereafter to be constructed. All of the supports or piers for such viaducts shall be not less than forty (40) feet apart between centers, and shall be set at uniform distances from the west side of the Company's right of way and parallel with the Company's tracks, and shall be so arranged as to provide a clear space sufficient for not less than three tracks at any span excepting, however, that at any place or places where the practical construction and operation of the Company's tracks requires a greater width or distance between the piers of any such viaduct or viaducts, such greater width or distance shall be provided by the Commissioners not in any case, however, to exceed one hundred (100) feet. The piers or supports for such viaduct or viaducts shall not exceed in size or space occupied those authorized for the bridges to be constructed under Article V hereof. The Commissioners agree that the viaducts herein authorized shall be so constructed as not to interfere with or prevent the construction or use of two double track elevated connecting tracks, one set extending from a connection with what is known as the St. Charles Air Line at or near Sixteenth street over the main tracks and side tracks of said Company as they now exist or as they may be hereafter reconstructed in connection with the reconstructed station south of Twelfth street, with a southeasterly curve to its tracks and yards constructed or to be constructed; and one set extending from a connection with what is known as the Chicago Junction Railway on or near Forty-first street, over the existing main tracks of said Company, with a southeasterly curve to its tracks and yards constructed or to be constructed. The viaducts constructed over any part of said elevated connecting tracks shall have a clearance over such elevated tracks of not less than nineteen (19) feet.



(2) That, in addition to the said viaducts provided to be constructed in the last preceding paragraph, the Commissioners shall have, and are hereby given the right, subject to the conditions and requirements hereinbefore contained, and to the restrictions in this section, to construct and thereafter maintain a boulevard across the right of way, lands and tracks of the Company by a viaduct to be constructed over such tracks, right of way and lands in line with the projection northward of South Park avenue or eastward of Twenty-second street in said City of Chicago. The superstructure of such viaduct shall be of metal, and the lowest point thereof shall be not less than nineteen (19) feet in the clear above the level of the top of the present railroad tracks; except, however, and it is expressly agreed, that such viaduct shall be so elevated as to cross with a clearance of not less than nineteen (19) feet the double track connection herein proposed to be constructed from said St. Charles Air Line tracks near Sixteenth street. The piers or supports for such viaduct shall be so arranged as to provide a clear space sufficient for not less than three (3) tracks at any span, and shall be constructed parallel to the railroad tracks, except where otherwise specially agreed by the parties hereto, and in size and location shall conform, as far as practicable, to the requirements for the other viaducts by this contract authorized.

#### ARTICLE VII.

Within five (5) years from the date of this contract the Commissioners shall procure title to and hold only for park purposes the tract of land described as follows, to-wit:

Lots 2 to 12 both inclusive, of Johnston and Laffin's subdivision of Lots 1, 2, 3, and part of Lot 4, in Block 23, in fractional Section 15, Addition to Chicago; all being in the City of Chicago, County of Cook and State of Illinois.

And upon the acquisition of the said lands the Company shall, with all reasonable dispatch, remove its Twelfth street station and office building to land south of a line parallel with and eighty-five (85) feet south of the south line of Twelfth street as now established east of Michigan avenue in said City, and, subject to the restrictions and reservations herein provided, shall dedicate to the Commissioners only for park purposes, the real estate bounded and described as follows, to-wit:

Lots 1, 13 and 14, of Johnston and Laffin's subdivision of Lots 1, 2, 3, and part of Lot 4, in Block 23, in fractional Section 15, Addition to Chicago;

Also, all that strip of land 30 feet wide bounded on the west by said lots and on the east by a line 400 feet east of the west line of Michigan avenue (being the west line of the Illinois Central Railroad right of way), and extending 200 feet south from the south line of Park Row to the north line of 12th street; all being in the City of Chicago, County of Cook and State of Illinois.

Such dedication, however, to contain apt conditions and restrictions whereby no building or structure shall be erected upon either the said last described land dedicated as aforesaid, or upon that next previously described as to be acquired by the Commissioners. The Company shall deliver to the Commissioners possession of the said land, to be dedicated by it within five (5) years after the signing of this instrument, provided that they shall be allowed three (3) years after the acquisition by the Commissioners of the lands to be procured by them, which might in that contingency extend the period beyond five (5) years.

Upon the removal of the said station and office building, the Company shall dedicate to the said Commissioners for boulevard purposes, the strip of ground bounded on the west by the east line of Michigan avenue; on the north by the south line of Twelfth street as



now established east of Michigan avenue; on the east by the west line of Indiana avenue; and on the south by a line drawn parallel with and eighty-five (85) feet South of the said south line of Twelfth street, except the part of said strip now occupied by the north and south alley now established across the same, and as to the part of said alley in said strip, the Company consents to its use for such purposes and the Commissioners may construct and perpetually maintain on said strip of ground an approach to the viaduct hereinafter described. The Company shall have and hereby reserves the free use of said boulevard and approach for itself and its patrons, and its and their conveyances in going to and from its station as relocated not inconsistent with boulevard purposes, it being understood that there shall be provided by the Company over said boulevard permanent means of access to and egress from the said proposed station of the Company, as relocated.

IT IS UNDERSTOOD AND AGREED that the Company shall have, and it hereby reserves the right to make and maintain, at its own expense, such use or uses for railroad purposes, under the surface of the property last described, and of the said approach constructed and maintained thereon, as can be made by it without interference with the uses above given to the said Commissioners, or the appearance of the said boulevard or park.

The Commissioners may also, upon the removal of said station and office building, as above provided, and under the conditions, and subject to the restrictions hereinbefore and herein stated, construct and maintain a viaduct over the tracks, right of way and lands of said Company in a line with the projection eastward of said Twelfth street, with a width of one hundred and eighteen (118) feet, the northerly side of said viaduct to be on a line with the north line of Twelfth street, as now maintained, extended eastward.

The superstructure of said viaduct shall be constructed of metal or reinforced concrete, and the lowest point thereof shall be not less than eighteen (18) feet above the level of the present tracks of said Company, except that the clearance of said viaduct over the Company's approach to what is known as the St. Charles Air Line shall be not less than seventeen (17) feet. The supports or piers for said viaducts shall be set parallel with the tracks and so spaced as to correspond in size and in location with the piers or supports of the bridges or viaducts north of Twelfth street, and of the covering hereinbefore authorized there, but such piers shall be so arranged as to provide a clear space sufficient for not less than three (3) tracks at any span.

#### ARTICLE VIII.

In the event that this contract, in so far as it refers to the boundary lines to be established along and opposite the property now owned by the Company shall not be confirmed by the final judgments or decrees in the said proceedings, then the Commissioners shall be under no obligation to acquire the lands north of Twelfth street, south of Park Row, and west of the lands of the Company hereinbefore described, and the Company shall be under no obligation to dedicate or convey to the Commissioners its lands north of Twelfth street, south of Park Row, and west of its tracks hereinbefore described, or to dedicate the lands hereinbefore described abutting on Twelfth street, for boulevard or other purposes, and the right to construct and maintain a viaduct over its right of way at Twelfth street upon a continuation of the line of Twelfth street produced, shall cease and determine, but all of the other provisions of this contract except the preceding Article shall nevertheless remain binding and of full effect.



## ARTICLE IX.

The parties hereto hereby mutually covenant and agree that to the extent of their lawful powers, they will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, transfers and assurances, and that they will from time to time, in addition thereto, in all lawful ways, exercise such powers as they may possess, and cause to be done and performed such things as may be requisite or necessary for the better assuring, conveying and confirming in each of the parties hereto, respectively, all and singular the premises, estates and property included in this Instrument and intended to be vested in the parties hereto respectively.

## ARTICLE X.

This agreement shall be conditional upon the passage of an ordinance by the City of Chicago, in substance consenting to the use, for railroad purposes, of the penetrating and submerged lands situated east of the present tracks of the Company and west of the proposed boundary line throughout its entire length (except the aforesaid land now occupied and used by the City of Chicago for its Thirty-ninth Street Pumping Station), and to the location of the tracks of the Company thereon.

IN WITNESS WHEREOF, the said Commissioners have, by authority of an ordinance duly passed on the eleventh day of December, A. D. 1911, caused this agreement to be duly executed by the President and Secretary of said SOUTH PARK COMMISSIONERS, and the corporate seal of said SOUTH PARK COMMISSIONERS to be hereunto affixed, and the said Company, in accordance with the Resolution of its Board of Directors,

duly adopted on the eighth day of December, A. D. 1911, has caused this agreement to be duly executed by the President and Secretary of said Company, and its corporate seal to be hereunto affixed, the day and year first above written.

SOUTH PARK COMMISSIONERS,

By JOHN BARTON PAYNE,  
*President.*

Attest:

J. F. NEIL,  
*Secretary.*

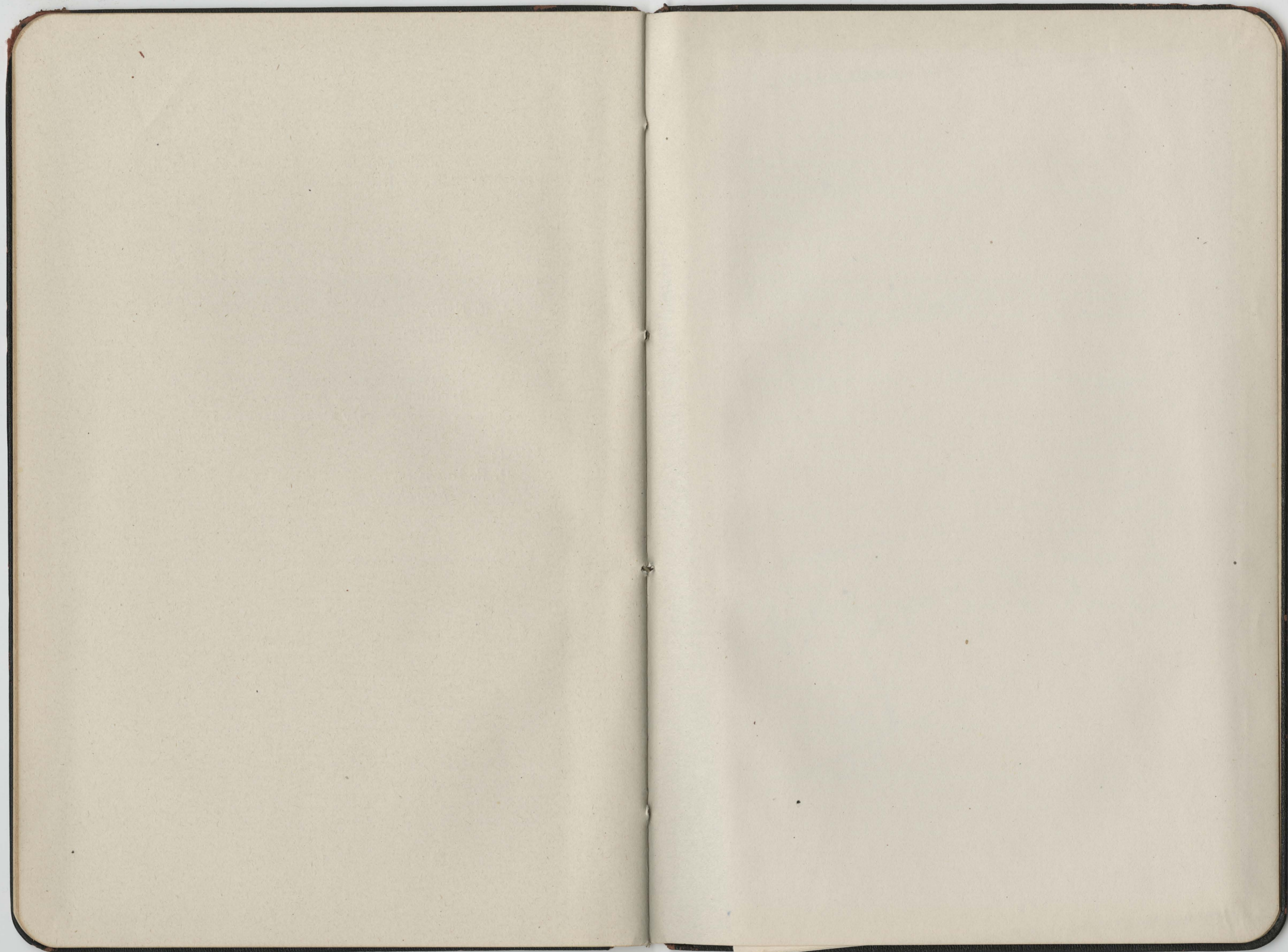
ILLINOIS CENTRAL RAILROAD COMPANY,

By C. H. MARKHAM,  
*President.*

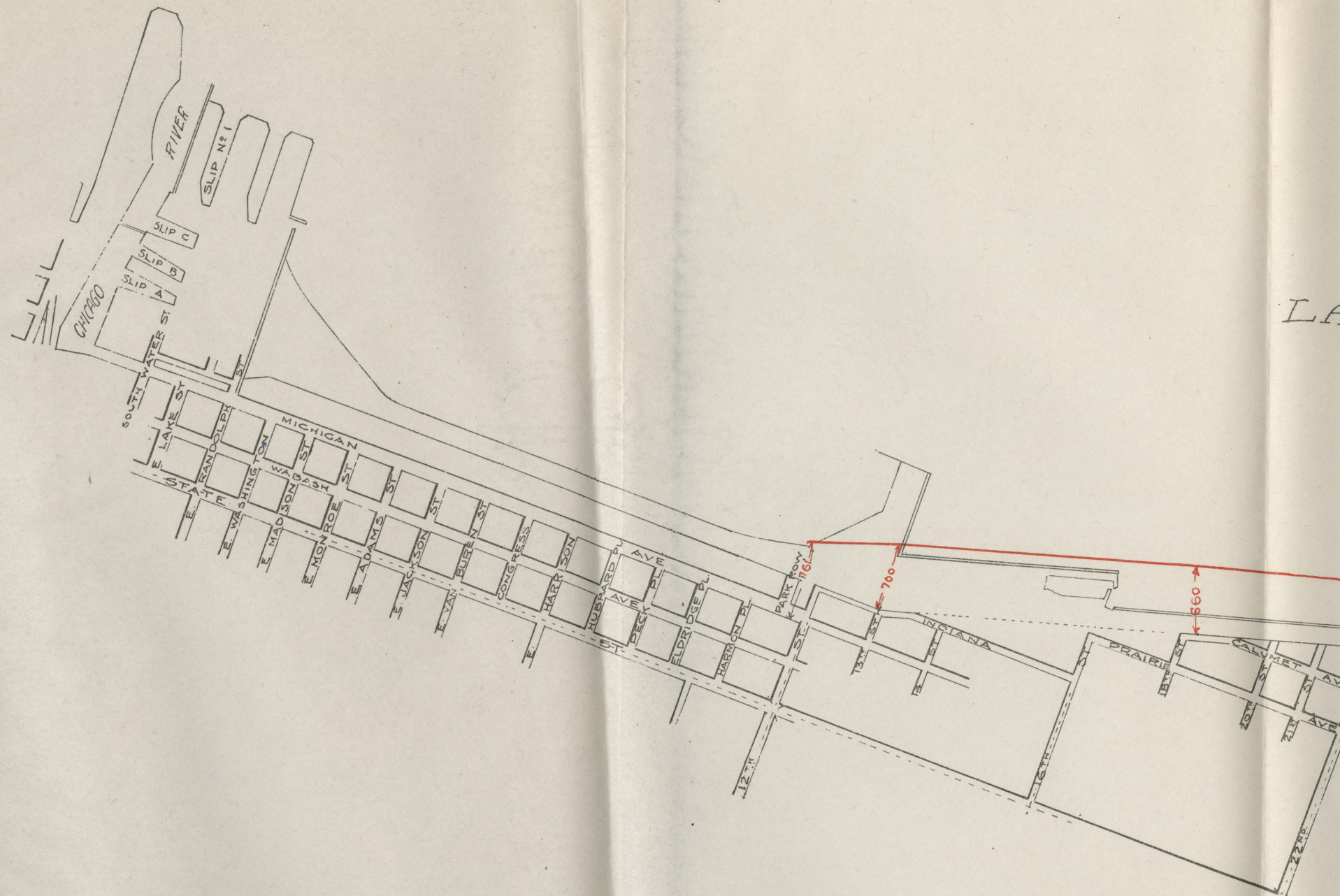
Attest:

D. R. BURBANK,  
*Secretary.*







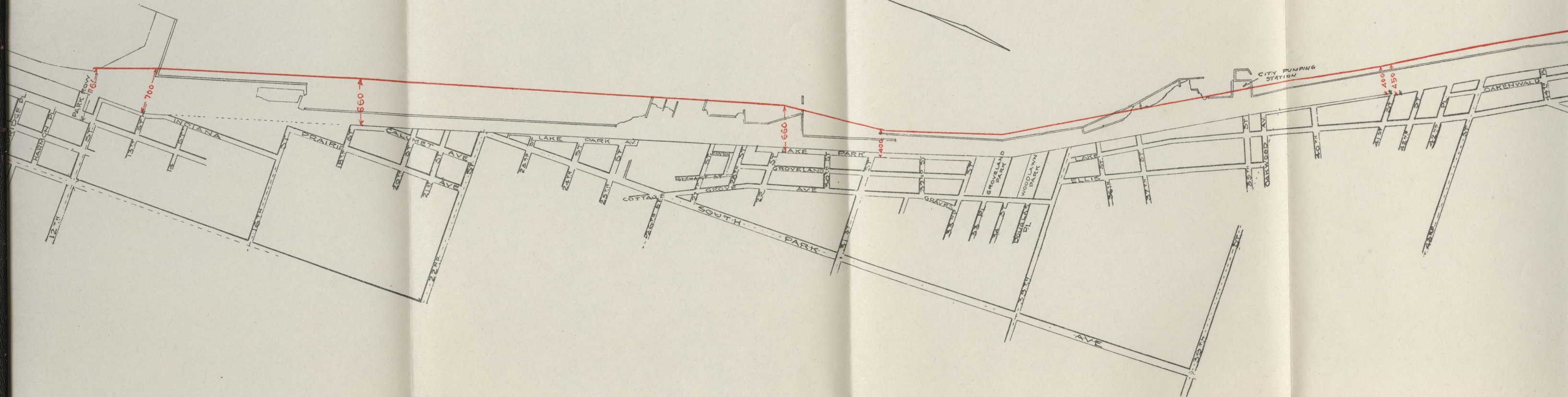




LAKE

MICHIGAN

NORTH





# MICHIGAN

