

AN ORDINANCE GRANTING TO THE CHICAGO NORTH SHORE AND MILWAUKEE RAILROAD, ITS SUCCESSORS AND ASSIGNS, THE RIGHT OF PERMISSION AND AUTHORITY TO CONSTRUCT, MAINTAIN AND OPERATE A RAILROAD IN, ALONG AND ACROSS CERTAIN STREETS AND PROPERTY IN THE CITY OF HIGHLAND PARK, COUNTY OF LAKE AND STATE OF ILLINOIS. BE IT ENACTED BY THE COUNCIL OF THE CITY OF HIGHLAND PARK, COUNTY OF LAKE AND STATE OF ILLINOIS.

Section 1. That in consideration of the acceptance of all the terms, conditions, provisions and limitations hereof, and the undertakings by the Chicago North Shore and Milwaukee Railroad, its successors and assigns, at all times hereafter, to comply with all the terms, conditions, provisions, limitations and considerations herein contained, the right, permission, consent and authority are hereby given and granted to the Chicago North Shore and Milwaukee Railroad, a corporation organized under the general railroad laws of the State of Illinois (hereinafter called the "Grantee") and to its successors and assigns, to locate, lay down, construct, use, maintain and operate a railroad, with all necessary connections, side tracks, switches, crossings, turn-outs, poles, wires, cables, trolley poles and supports within the corporate limits of the city of Highland Park, County of Lake and State of Illinois, as follows, to-wit:

All such tracks as are now existing and maintained in the City of Highland Park by the Grantee and being more fully described as follows: The private right-of-way from the South City Limits, being the Center line of the County line Road to the intersection of Kincaid Street and St. Johns Avenue; thence on the West side of what is now St. Johns Avenue to the North line of Cedar Avenue; thence on private right-of-way from the North line of Cedar Avenue to the North line of Ravine Avenue over, under or across intersecting streets; thence on the West side of St. Johns Avenue and private right-of-way to the South line of the Chicago & Northwestern Railway Company's station grounds; thence on the West side of St. Johns Avenue to an intersection with the Northwestern line of St. Johns Avenue at a point where St. Johns Avenue angles northeasterly approximately One Hundred Fifty (150) feet North of Elm Place; thence on private right-of-way to the north City Limits of Highland Park, over, under, or across all intersecting streets, said right-of-way being shown on plat hereto attached, dated March 17th, 1921, marked "Exhibit A," and made a part hereof.

The further right, permission and authority is given and granted to the Grantee to lay down, construct, maintain and use its said tracks upon the grades now existing and in use, as shown in the profile hereto attached, dated March 17th, 1921, and made a part hereof and marked "Exhibit B," save only in case of the elevation or depression of tracks, as provided for in Section 3 of this Ordinance.

The Grantee shall have the further right, permission and authority to lay down, construct, maintain and operate, at its option, four (4) main tracks of the City of Highland Park to Ravine Avenue, two (2) main tracks from Ravine Avenue to a point approximately one hundred fifty (150) feet North of Elm Place, four (4) main tracks from Elm Place to the North City Limits of Highland Park, together at all times with all necessary connections, side tracks, switches, turnouts, cross-overs, wires, cables, poles for transmission of power and trolley poles.

Section 2. Without the consent of said city no turnouts, spurs, side tracks, turntables or switch tracks shall be placed on any alley, street or avenue crossing, or that may hereafter cross said right-of-way and right-of-way of the Chicago and Northwestern Railway Company; and further that without the consent of said city no power house, coal yard or tracks for the switching, storage, loading or unloading of cars shall be hereafter constructed by said company, its successors and assigns within the present limits of the City of Highland Park.

Section 3. Whenever, during the life of this grant, the main line tracks, in the City of Highland Park, of the Chicago and Northwestern Railway, its successors or assigns, shall be lowered or elevated bringing about what is commonly known as "grade separation," the Grantee herein, its successors or assigns, at the order of the Council of said City shall thereupon simultaneously at its own expense, also lower or elevate its tracks to the same grade and for substantially the same distance and location.

In case of the elevation or lowering of Grantee's tracks, at the order of the Council, as above, the term of this Ordinance shall be extended and enlarged, as hereinafter provided, and in addition the Grantee shall be permitted to operate as many as four (4) main tracks through the entire length of said City, provided its lowered or elevated right-of-way permits of such operation.

Section 4. Permission and authority are hereby granted to said Grantee, its successors or assigns, to operate its cars upon said tracks by electricity or some other motive power equally as clean and noiseless, provided no steam locomotive shall be used, and permission and authority are also hereby granted to said Grantee, its successors and assigns, to set poles within the right-of-way herein granted and to string wires thereon for the

purpose of supplying electrical current for any railroad purposes of the Grantee, its successors or assigns, provided, however, that no poles shall be placed on any street intersection and that in all streets shall be placed on an average of one hundred (100) feet apart, and at such points as said Grantee and the proper authorities of the City of Highland Park shall determine. Within one (1) year from the date of the acceptance of this Ordinance by the Grantee, it, the Grantee, shall install ornamental metal or concrete trolley poles for use on its right-of-way from Elm Place to Laurel Avenue; and Grantee shall install such ornamental or concrete poles from Laurel Avenue to Sheridan Road, and from a point two hundred (200) feet North of Roger Williams Avenue to a point five hundred (500) feet South of Roger Williams Avenue at such time as St. Johns Avenue is improved with pavement between said Laurel Avenue and Sheridan Road, and between said described points North and South of Roger Williams Avenue, as aforesaid.

Grantee further agrees that after the expiration of five (5) years from the date of acceptance of this ordinance, in all renewals of trolley poles on the East side of its private right-of-way where the same shall be a street, it will hereafter use, in such renewals, ornamental metal or concrete trolley poles.

The use of what is commonly known as the "Third Rail" for the transmission of electricity is hereby expressly forbidden.

Section 5. The tracks of the Grantee shall be constructed and maintained with "tee" rails weighing not less than sixty-five (65) pounds per lineal yard, and the rails on St. Johns Avenue between Laurel and Central Avenues shall be so laid that the top surface thereof shall be flush and on a level with the upper surface of the street where laid.

Section 6. Said Grantee, its successors or assigns, upon forty-eight (48) hours written notice shall remove at its own expense between the hours of 1:30 and 4:30 a. m., so much of its wires as shall be necessary to enable buildings or other property to be moved along intersecting streets and across the tracks of said Grantee.

Section 7. Nothing contained herein shall impair or abridge the right of said City to dig up or open up any portion of any street intersecting the said right-of-way of said Grantee, for the purpose of laying, repairing or taking up sewer, water or other pipes, appurtenances, fixtures or property belonging to the City; but said City shall have such right at all times, and in case of exercising such right, said Grantee shall, upon reasonable notice, at its own expense, protect the tracks and the rights hereby granted shall in no way interfere with the rights of any other company now existing or hereafter acquired, to lay or construct pipes, mains or conduits, under-said tracks at such street intersections, the right to grant such privileges being hereby expressly reserved by said City. Provided, however, that such Company shall pay to said Grantee, its successors or assigns, the cost of protecting and supporting its tracks and restoring the same to their former condition.

Grantee agrees that it will pay its proportion, based upon railroad right-of-way width, of all the expense necessary to drain into the city sewage system the subways under both the Grantee's right-of-way and the right-of-way of the Chicago and Northwestern Railroad Company.

Section 8. Said Grantee, its successors or assigns, in the construction and operation of its said railroad, shall restore all streets, pavements, sidewalks, public and other public improvements, whenever the same are damaged or impaired by said construction or operation to a condition equally as good as the condition existing prior to such damage or impairment, at the expense of said Grantee, its successors or assigns, and upon its failure or refusal to do so, the same may be done by the said City and said Grantee, its successors or assigns, shall be liable for the same to said City and shall pay the same to said City on demand, and said Grantee, its successors or assigns, shall also whenever said right-of-way is located upon the streets of said City, remove all snow and ice from its tracks in such manner that no part of said snow and ice shall be deposited on the traveled part of the highway, sidewalks or street crossings. The Grantee agrees to construct and maintain in good condition streets and sidewalks crossing said right-of-way.

Section 9. The Grantee shall be permitted under this Ordinance to carry passengers and their baggage, express, mail, newspapers, mail and package freight, and under such reasonable regulations, as may from time to time be imposed by the Council of Highland Park, shall also be permitted to carry freight.

Section 10. Except in case of the lowering or elevating of Grantee's tracks, as in this Ordinance provided, as aforesaid, said Grantee, its successors or assigns, shall at all times save and keep harmless the City of Highland Park from any and all damages, judgments decrees and costs connected therewith, which may accrue against said City by reason of the granting of the rights and privileges hereinof, or which may in any way accrue, arise or grow out of the exercise or enjoyment by said Grantee, its successors or assigns, of the rights and privileges hereby granted.

The said Grantee, its successors or assigns, shall pay all damages, if any, to owners of property abutting upon any street, road, highway or public grounds upon or over which said road is to be constructed by reason of owners shall sustain by reason of the operation, save in the case of elevation of said road, as aforesaid, and shall hold and save harmless, and shall hold and save harmless, the said City from any and all less the charges, expense and damage costs, and the resulting or exercise of its servants in exercising any rights under this ordinance, and shall hold and save harmless, in the case of the elevating or lowering of tracks, as aforesaid, shall arising to owners of property by reason of the passage of this ordinance.

Section 11. Grantee, its successors and assigns, shall construct and maintain along the East line of its right-of-way on private property where the same abuts a street or highway, and such right-of-way is not at least twenty-four (24) inches above the grade of such street or highway a neat and substantial wire mesh fence with neat ornamental posts, both of a type and design to be agreed upon by the Grantee and the City of Highland Park. Wherever any street crosses said right-of-way of said Grantee, and right-of-way of the Chicago and Northwestern Railway Company, the said Grantee, its successors and assigns, shall when ordered to do so by the Council of Highland Park, construct, maintain and operate suitable railway gates.

Section 12. As a further consideration for this grant, the Grantee herein for itself, its successors and assigns, agrees that the Council of the City of Highland Park shall have the right to open streets across the right-of-way of the Grantee herein, its successors and assigns, within the corporate limits of the City of Highland Park without payment of any sum for occupation to said Company, when said streets are also opened across the right-of-way of the Chicago and Northwestern Railway Company, and that the Grantee herein, its successors and assigns, shall, at all times during the life of this grant, permit the City of Highland Park to lay any sewer, water pipes or other public service utilities which are owned, controlled, or operated by the City of Highland Park, across Grantee's private right-of-way without compensation for occupation to said Grantee.

Section 13. Said Grantee, its successors or assigns, shall stop all local cars at all street intersections or street junctions in said City to take on or let off passengers. All other passenger cars or trains shall make at least one stop in the City of Highland Park. In addition, all express trains shall stop at Roger Williams Avenue to take on or let off passengers. All cars or trains of cars shall come to a full stop before crossing Laurel Avenue and no cars or trains of cars shall cross Laurel or Central Avenues at a greater speed than six (6) miles per hour.

Section 14. Should said Grantee, its successors or assigns fail to comply with any of the terms, conditions, restrictions and provisions of this ordinance, the said City of Highland Park, through its Council, may, at its option, at any time, thereafter, declare the rights and privileges hereby granted terminated and forfeited by giving sixty (60) days written notice thereof to said Grantee, or to its successors or assigns, as the case may be, and at the expiration of sixty (60) days from the receipt of said notice by said Grantee, or its successors or assigns, all its or their rights or privileges, in this Ordinance granted, shall cease and terminate and be forever null and void. Provided, however, that it shall be the duty of the City of Highland Park, through its Council, to briefly state in said notice wherein said Grantee, or its successors or assigns, have failed to comply with this ordinance and said Grantee, its successors or assigns, as the case may be, shall have sixty (60) days named in said notice, to correct or remedy any breach or acts complained of, and in case the same shall not be corrected and remedied within said time, the right of forfeiture for such breach or acts shall become operative, but such discharge shall not be construed as a release of any right of forfeiture thereafter when exercised as provided in this ordinance for subsequent breaches or acts in violation of any of the terms, provisions or restrictions of this Ordinance.

Section 15. The Grantee shall dedicate, or cause to be dedicated, for street purposes, a strip of land forty (40) feet wide from the North line of Lambert Tree Avenue to the East line of Kincaid Street, lying Easterly and parallel to the present Easterly line of St. Johns Avenue, exclusive of that portion now dedicated with street purposes, all in accordance with plat hereto attached dated February 12th, 1921, and made "C."

Section 16. Grantee shall dedicate, or cause to be dedicated, for street purposes, free and clear of all liens and encumbrances of every kind, a strip of land fifty-six (56) feet in width from the West line of Kincaid Street to the South line of Cedar Avenue, the West line of which is Fourteen (14) feet measured at right angles, Easterly of and parallel to the East line of St. Johns Avenue, as now located, excepting at all times the intersecting street and all in accordance with said "Exhibit C" hereto attached.

Section 17. Grantee shall dedicate, or cause to be dedicated, for street purposes, a strip of land eleven (11) feet wide from the North line of Cedar Avenue to the South line of Beech Street parallel and adjacent to the East line of said St. Johns Avenue all in accordance with "Exhibit C" hereto attached.

Section 18. Grantee shall also dedicate to the said City all that part of Lot One (1) in Block eighty-seven (87) and all of those parts of the West side one hundred fifty (150) feet of Lots One (1), two (2), three (3), and four (4), in Block Seventy-nine (79) lying Easterly of a line one hundred thirty-six (136) feet Easterly of and parallel to the East right-of-way line of the Chicago and Northwestern Railway Company lying North and South of Cedar Avenue, and Grantee agrees to assume and pay all liens and encumbrances, if any, upon all such property.

Section 19. Upon the compliance by the Grantee with the terms and provisions of Sections 15, 16, 17 and 18 hereof, and simultaneously with said compliance, all that section of the street or highway known as "St. Johns Avenue" and other lands as follows:

The Westerly forty (40) feet thereof, extending from the South limits of said St. Johns Avenue to the North line of Kincaid Street, and all of said St. Johns Avenue from the center line of Kincaid street to the North line of Cedar Avenue, also the Westerly thirty-five (35) feet of said St. Johns Avenue from the North line of Cedar Avenue to the center line of Beech street, and all that part of the center line of Cedar Avenue West of a line described, as follows:

From the center line of Beech Street produced, West of a line parallel with and sixty-nine (69) feet Easterly of the Easterly right-of-way line of the Chicago and Northwestern Railway Company, extending northerly from said center line of Beech Street produced three hundred and thirty-three (333) feet to a point of curve, thence Northerly along a curved line convex Westerly with a radius of two hundred sixty-five (265) feet a distance of one hundred fifty-one (151) feet or more or less to an intersection of the Easterly right-of-way line of the Chicago North Shore and Milwaukee Railroad as it now exists, being the Westerly line of St. Johns Avenue and also a strip of land fourteen (14) feet wide, measured at right angles to the East line of St. Johns Avenue and adjoining thereto, now occupied by a public highway, lying between original Lots One Hundred and seventy-three (173) and One Hundred eighty (180) of the South Highland Park; also a strip of land fourteen (14) feet wide measured at right angles to the East line of St. Johns Avenue and adjoining thereto, now occupied by a sixteen (16) foot public alley between lots Twelve (12) and Thirteen (13); also a strip of land fourteen (14) feet wide, measured at right angles to the East line of St. Johns Avenue, produced from the south, to the North line of Cedar Avenue and adjoining thereto, and extending from the South line to the North line of Cedar Avenue, and all as shown on Exhibit "C", made a part hereof and dated February 12th, 1921.

Section 20. Grantee shall pay one-half (1/2) the cost of paving St. Johns Avenue with good and substantial brick pavement on concrete base, all of standard specifications thirty (30) feet in width, or other type of pavement not of greater cost, from Elm Place to Central Avenue and from Laurel Avenue to Sheridan Road, formerly called "Highland Avenue", together with all street intersections, and Grantee shall also pay one-half (1/2) of the cost of all pavement of like character necessary between Central and Laurel Avenues together with all street intersections in addition to the paving heretofore done in said block by said Grantee; and the Grantee shall also pay one-half (1/2) of the cost of paving said St. Johns Avenue with good and substantial brick pavement on concrete base, all of standard specifications twenty-five (25) feet in width or other type of pavement not of greater cost from Beech Street together with all street intersections, the cost of all of which may be assessed against the railroad right-of-way in the same manner as the balance of the cost thereof is assessed against private property, or at the option of the City the Grantee shall and agrees to pay its proportion of the cost of said improvements in annual installments in the same manner and in the same proportion as to both principal and interest as though specially assessed, said installments to be paid to the City of Highland Park on the 2nd day of January, during each year the assessment is in collection.

Grantee agrees to replace the sidewalks now laid on St. Johns Avenue, between Beech Street and Lambert Tree Avenue with the same character of sidewalk as and when directed by the Council of said City.

Section 21. Said Grantee, its successors and assigns, shall light with electric incandescent lights each of the subways which are now or may hereafter be constructed by it, and shall also furnish and maintain not to exceed eighteen (18) incandescent street lights, which shall be located at the City of Highland Park may from time to time order, and each light or cluster of lights shall be of the character and candle power of lamps and lights in general use throughout the City of Highland Park in like location.

Section 22. Grantee shall at its own expense construct a reinforced concrete retaining wall, catch basins and drains, and make the necessary fill at the intersection of the ravine and St. Johns Avenue south of Cedar Avenue, to the extent and of the dimensions shown in the plan and profile hereto attached, dated March 17th, 1921, and made a part hereof and marked "Exhibit D."

Section 23. Grantee shall at its own expense construct a reinforced concrete retaining wall, catch basins and drains, and make the necessary fill on the Easterly side of St. Johns Avenue at intersection of Ravine North of Roger Williams Avenue,

to the extent and of the dimensions shown in the plan and profile hereto attached, dated March 17th, 1921, and made a part hereof and marked "Exhibit D."

Section 24. The Grantee agrees that when necessary and ordered so to do, by the proper authorities of the City of Highland Park, it will, at its own expense replace in kind, all water-mains, hydrants, and sanitary sewers as now existing in St. Johns Avenue from Roger Williams Avenue to Lambert Tree Avenue, locating the same as directed by said City in St. Johns Avenue as relocated.

Section 25. Upon request of the City of Highland Park, said Grantee agrees that it will, at its own expense, construct a switch track on its right-of-way to connect its tracks with a municipal yard, which may be established by said City, providing said switch shall not be a facing point switch, and shall not involve the enlargement or change of any bridge, viaduct, subway or station.

Section 26. If at any time, subsequent to ten (10) years from the date of the within ordinance, one subway shall be built under the tracks of the Chicago and Northwestern Railway Company over any street or sidewalk, now or hereafter crossing the right-of-way of said Company, its successors or assigns, within the said City of Highland Park, the said Grantee, its successors and assigns shall thereupon, when ordered so to do by the Council of said City, at its own expense, also construct on the same street crossing a subway of like grade and dimensions, and of the same height and span and of the same character and quality of work and material. Any such subway shall be located between Lincoln Avenue and Roger Williams Avenue. The provisions of this section are independent of the so-called "grade separation" hereinbefore referred to in Section 3 hereof.

Section 27. In the matter of the station and station grounds of Grantee at Roger Williams Avenue, Grantee agrees that within three (3) years from the date of the acceptance of this ordinance, it will construct and maintain a foot passenger subway under its tracks, at or near said Roger Williams Avenue, and make and maintain certain other improvements, all as shown and provided for upon a certain plat dated April 26th, 1921, made a part hereof and marked "Exhibit E", together with the specifications accompanying and a part of said plat.

Section 28. The dedication and conveyance of properties herein provided for to be made by the grantee, are conditioned upon the vacations of portions of highways, as herein provided for, and it is agreed that such vacated portions of highways shall be and become the property of the grantee.

Section 29. The rights and privileges hereby granted are granted for the period of thirty (30) years from the date of the acceptance by the Grantee of this Ordinance, save that in the event the tracks of the Grantee are elevated or lowered, as herein provided for, then and in such case the period of time for which the rights and privileges for which this ordinance are granted, shall be during the corporate existence of the Grantee, and its successors or assigns, or any extensions thereof.

All of the rights and privileges granted by this ordinance, and all of the duties and obligations imposed upon the Grantee thereby, shall extend to and inure to the benefit of and be binding upon the successors and assigns of the Grantee.

Section 30. Said Grantee agrees to pay to the said City of Highland Park the cost of printing and publishing this Ordinance, and all necessary expenses legally incurred by said City in connection with the special election submitting this Ordinance to a vote of the people of said City, as required by law.

Section 31. This franchise and Ordinance shall not become effective until after less than thirty (30) days after the approval thereof by the voters of said City, it is accepted in writing by said Chicago North Shore and Milwaukee Railroad, or its successors and assigns.

SAMUEL M. HASTINGS, Mayor.

CHRISTIAN SCIENCE
Subject for next Sunday's Lesson Sermon, "Christian Science."
Services are held in this church every Sunday morning at 10:45, Sunday School meets immediately after the morning service, and is open to pupils up to the age of 20 years. The Wednesday evening meeting, which includes testimonies of Christian Science healing, is at 8 o'clock.

You are cordially invited to make use of the reading room at 387 Central Avenue, which is open every week day from nine o'clock in the morning until six o'clock in the evening and Sunday afternoons from two to six o'clock.

When the ball team wins, it's always superior play, but when it loses it's always a run of hard luck.

The prevailing theory of the right of way for automobiles is that it belongs to the car that's going the fastest so it can knock the other fellow into the ditch.

GENERAL CARETAKING
THOMAS BREW
232 North Second St.
Phone H. P. 1527

DR. WATSON
DENTIST
Sheridan Bldg, Highland Park
Telephone 274

DR. G. C. CHADWICK
DENTIST
State Bank Bldg. Highland Park

H. W. Huber
Electric Co.
Electrical Contractors
15 S. St. Johns Ave

W. E. Waterhouse
Watchmaker and Jeweler
Sixteen Years at Schneider
364 Central Avenue
Telephone 265

DANIEL A. FAY
PAINTING, PAPERHANGING AND INTERIOR DECORATING
All Kinds of Furniture Refinished
WHITE WOOD A SPECIALTY
638 Skokie Avenue
Highland Park, Illinois

Greenslade
Electric Shop
386 Central Avenue
ELECTRICAL CONTRACTOR
THOR WASHERS
APEX CLEANERS
Telephone 555 Highland Park

McCORM & KEARNEY
Painters and Paperhangers
Estimates Furnished
Telephone H. P. 781-B

RELIABLE PAINTING
and DECORATING CO.
1102 N. Green Bay Road
Highland Park, Ill.

Pouloplos Bros.
Fancy
Fruits, Vegetables and Groceries
We also handle
Hydrox Ice Cream
515 Central Ave.
Tel. 429

SEN TAZIALI
653 W. Park Ave.
Cement Contractor
EXCAVATING, BLACK DIKT. MANURE
TEAMING SERVICE
I do an honest day's work at very reasonable prices.

J. Smith
Dealer in
JUNK
60 N. First St. Highland Park

Call Phone 54

MER

ce
um
day
rich
est
for
the
m.
oda
de-

se

F

re
NER

HRE