Brookline, Mass. 

17th June 1904

Mr. Charles W. Saunders;

Dear Sir;

We have received your letter of 7th inst. Transmitting the proposition of Messrs. C. P. Doe and Company.

We are much gratified that these land owners have been so impressed with the benefits likely to be derived by abutting land owners by the carrying out of the general project of your Board for a shore parkway and string of parks, along the shore of Lake Washington, as to express their recommendation of re-improvements as a condition of donated land.
willingness to donate land for the purpose on certain conditions. We trust, however, that upon further study of the matter and particularly after carefully considering the financial limitations under which the Board is laboring and also after conferring further with your Board as to certain general rules which it seems reasonable that your Board should lay down as controlling their actions in regard to accepting land for parks and parkways, the said Company will modify the conditions which are to be agreed upon in lieu of compensation.

First, no land should be accepted by the Board of Park Commissioners on any condition requiring the expenditure of public funds in improving and maintaining it without a deed conveying the land to the City for park purposes having been previously re-
corded conveying full title to the City.

As to this the legal adviser of the City will probably advise you that the Park Board is not authorized to expend public money on land which does not belong to the City. On the other hand we suppose there would be no legal objection to an agreement by which certain improvements were to be made by your Board on certain land after said land had come into full possession of the City for Park purposes. In case of subsequent failure of your Board or its successors to fulfil such an agreement the aggrieved landowner
could seek redress or a mandamus in the proper court. But it seems to us that no such failure to comply with an agreement should be allowed in any way to affect the City's title to the land.

Second, in our opinion no such agreement for the improvement and maintenance of a park or part of a park or parkway should necessarily involve the Board in an expenditure in the near future that would exceed the market value of the land in question at the time it is proposed to be given to the City for park purposes. In other words, it seems to us it would be better policy for your Board to condemn or purchase at market price any land required as part of the park system and thus secure it without any hampering conditions, than to agree to pay for it by means of costly improvements which may not only
cost more than the land could have been obtained for without conditions but would involve a continuing expense for maintenance and repairs which may well be much in excess of any which the Board if unhampered is likely to consider advisable having due regard to the interests of the City at large and of its citizens and taxpayers. If this principle is adopted it would be a question of fact merely in this case where the estimated value of the land would warrant the estimated expenditure for maintenance improvement and whether the benefits to adjoining property...
and the consequent increased taxes would adequately and the utility of the park to the general public would warrant the estimated cost of maintenance. As to these matters we are not sufficiently posted to give an intelligent opinion. If desired and if furnished with the needed topographical and other information we can without elaborating a carefully considered plan submit some estimates that would give your Board a fairly reliable basis for forming a judgment as to how much your Board can reasonably obligate the City to expend in improvements and maintenance in consideration of setting the land in other respects without cost.

Third; we advise your Board not to accept land for park purposes without an obligation to make certain definite improvements until your Board has satisfied itself that the proposed
improvements will form suitable parts of a carefully studied and sensible general plan or at least whether they will not be out of harmony with such a good general plan, and in general we advise your Board not to oblige itself to specific details. So a general definition of proposed improvements, such for instance as that the property shall be improved in a style at least as good as "the standard set in Kinneer Park in Seattle," there would be no radical objection, provided the project as a whole sufficiently commended itself to your Board, but to such specific
requirements as "grading and filling to the meander line" and "proper sewer and water mains shall be laid on the premises" and "a cement wall shall be built along the meander line," and "ornamental flower vases shall be placed on said wall at intervals of not more than sixty feet apart," and so on and so on; we think it would be unwise for your Board to bind itself, even were they not made a condition precedent to the transfer of title to the land.

Aside from the questionable wisdom as a matter of general policy of thus determining minute details in advance of the elaboration of a general plan and of fixing them for all time to come (even thousands of years) as a condition of a deed we may well make some comments on the desirability or rather undesirability of some of them. For instance in view of the contemplated lowering of Lake Washington some seven feet the
utility of such a wall along the meander line as is specified seems questionable, to say the least. We even question whether any wall is desirable even if the lake is not lowered. Waves dashing against such a wall at times when the wind is strong on shore would throw such quantities of spray as to make the shore promenade practically unusable and even the drive adjoining might be very uncomfortable to use. Moreover, much of the attractiveness of the locality depends upon its trees and undergrowth, and while it might be necessary to thin these more or less, and in place,
to clear them away entirely in limited areas, in order to open views or repair driving access to the lake shore itself we cannot agree in advance of careful study of a plan that the best interests of the city as a whole and of visitors to this proposed park in particular would be best served by replacing the present trees fringing the shore with a drive, walk and cement wall even if further beautified with vases of flowers. In other words, we are not prepared to agree that the beauties proposed to be created would be adequate to warrant the complete destruction of the trees and growths now fringing the shore or even their relegation to the rear by building the drive, walk and cement wall wholly outside these shore trees and by filling out into the lake, supposing which seems unlikely, that the Board could afford this expensive method of construction.

Returning to the general question we regret very much that we cannot
advise your Board to accept the
proposition of the Messrs. C. P. Doze
and Company in its present shape
but our interest in the general
project of a liberal, picturesque and
natural parkway along the shore
of Lake Washington leads us to hope
most earnestly that these gentle-
men will try to take a more gener-
ous view of the matter and that they
will reconsider their proposition
and submit a revised one leaving
out of it such conditions as we have
advised your Board against.

We regret that we cannot sim-
plicity further negotiations by sub-
mitting for your consideration a
counter proposition but we are not sufficiently posted as to the shape of the land in question and as to land values in that locality to form an estimate of the money value of the land in question. If you will send us an outline plot of the proposed boundaries and their relation to the land belonging to the city in connection with the pumping plant and some statement as to what streets reach or cross the remaining property of the gentlemen, and to what extent and how they are improved, and where and how far the nearest street railway is, and further what is likely to happen in these matters within a few years, we shall have some basis for forming a judgment as to a reasonable proposition. We should also like an opinion as to whether Messrs. C. P. Doce and Company are likely, judging by what they have accomplished in this land or other similar suburban land, to get it rapidly settled and
Dayton, Ohio.

is so whether
with a fairly expensive class of
improvements or, on the other hand,
with
a very dense population or small
lots. In such cases the Board
might feel justified in sug-
geresting or accepting a more expen-
sive proposition than if the circums-
fances were such that the land
seems unlikely to be expensively
improved in the near future.

Yours respectfully,

Olivia Brothers