

April 14

paving of this new thoroughfare. The estimated cost of a 50-foot pavement is \$30,000, and a 60-foot pavement is \$36,000.

Will you kindly indicate to the department the width of pavement to be constructed on Madison Avenue between Randolph and St. Antoine Streets?

The replacing of six-foot sidewalks is estimated at \$2,500.00.

If all legal obstructions are taken care of within a reasonable time this street can be opened to the public within ninety days.

Respectfully submitted,
JOHN W. REID,
Commissioner.

By Councilman Castator:

Resolved, That the Department of Public Works be and is hereby authorized and directed to proceed with the removal of all obstructions in the line of Madison avenue, as widened, and to pave same to a width of 60 feet.

Adopted as follows:

Yeas—Councilmen Bradley, Broderick, Castator, Dingeman, Ewald, Murphy, Nagel, Stevenson, and the President—9.

Nays—None.

**From the Department of
Public Works.**

April 10, 1925.

To the Honorable the Common Council:

Gentlemen—I am submitting for the approval of your Honorable Body tentative agreement between the Grand Trunk Railway Company and the Turner Butler Coal Company, also a similar agreement between the Grand Trunk and the Lambert Coal Company, both owners of property abutting on the Dequindre line of the railroad in the district between East Lafayette and Mullett Streets.

Mr. Barton informs me that he has analyzed the Grand Trunk's comparative cost figures and while unable to arrive at the same figures, he shows that the sloped embankment method as proposed in the two contracts is cheaper than the retaining wall method, beside having additional advantages. The agreements provide for the lengthening of the bridges at Monroe and Mullett Streets.

The approval by your Honorable Body of the agreements referred to should be conditioned upon the Detroit, Grand Haven and Milwaukee Railroad Company agreeing to maintain the additional length of bridge to be constructed on Monroe and Mullett Streets, in accordance with the terms of these agreements.

The action of your Honorable

Body, sitting in Committee of the Whole, is desired at once, since condemnation proceedings have been started and will be proceeded with Monday morning, at which time the Jury is scheduled to visit the locality to view the premises. If these agreements are satisfactory to your Honorable Body, the condemnation proceedings will be unnecessary.

Respectfully submitted,
JOHN W. REID,
Commissioner.

MEMORANDUM OF PROPOSED SETTLEMENT between DETROIT, GRAND HAVEN & MILWAUKEE RAILWAY COMPANY and TURNER & BUTLER COAL COMPANY with reference to the Railway Company's grade separation project on its Dequindre Line in the Vicinity of Lafayette Avenue East and Macomb Street.

The Railway Company has instituted condemnation proceedings in the Wayne Circuit Court to acquire strips of land of a width of thirty-five feet adjacent to its right of way from lots 10 and 11, block 17, lot 10, block 18, Dequindre Farm and lot 14, block 5, Witherell Farm, owned by Turner and Butler Coal Company. Under the proposed settlement the Railway Company are to be given an easement for sloped embankment on the easterly thirty-five feet of said lots 10 and 11, block 17, Dequindre Farm, and the Turner & Butler Coal Company is to convey by warranty deed to the Railway Company, or its nominee, lot 14 and west one-half of lot 13, block 5, Witherell Farm, also lot 10, block 18, Dequindre Farm; abstracts of title certified to date covering property to be conveyed to be furnished by Turner & Butler Coal Company, showing good, merchantable title, the same to be furnished on or before April 15, 1925, and the attorneys for the Railway Company to have ten days thereafter to examine the same. The Railway Company are to pay Turner & Butler Coal Company the sum of Fifty-nine Thousand Dollars (\$59,000) in cash, and in addition are to widen the proposed Monroe Avenue bridge westerly approximately nineteen feet, subject to the approval of the Common Council of the City of Detroit, (it being understood that the Turner & Butler Coal Company are to join the Railway Company in petition to the Common Council for such widening of the Monroe Avenue bridge) in order to provide for a side track thereunder to serve the property of the Turner & Butler Coal Company between Lafayette Avenue East and Monroe Avenue. Said side track, if and when installed, is to be at the expense of

the Turner & Butler Coal Company including the necessary excavation expense on its property between Lafayette Avenue East and Monroe Avenue, and is to be installed and operated subject to the Railway Company's standard side track agreement, which shall be entered into between the parties when the Turner & Butler Coal Company require side track service. For the purposes of the installation of such side track, it is understood that the Railway Company will permit the use of that portion of lot 10, block 18, necessary therefor, and in connection with its grade separation work will, at its own expense, make the necessary excavation for said side track thereon. It is understood that the buildings or structures located on the property of the Turner & Butler Coal Company westerly of the Railway Company's right of way between Lafayette Avenue East and Monroe Avenue are to be removed, sufficiently to permit the Railway Company constructing its sloped embankment thereon; Turner & Butler Coal Company shall have the right to remove the same at their expense on or before May 1, 1925, and if not removed by them within that time, the Railway Company shall have the right to remove the same, dispose of the salvaged materials therefrom, and after deducting the expenses, remit any surplus of proceeds from such salvaged material to the Turner & Butler Coal Company. It is understood that formal agreement covering this understanding is to be executed between the parties, and that such agreement shall be executed, and the Fifty-nine Thousand Dollars (\$59,000) in cash, paid over simultaneously with such execution, on or before May 1, 1925, providing the abstracts show good, merchantable title. It is understood that the formal contract shall be in substantially similar form and contain similar provisions of other like contracts made by the Railway Company with other adjacent property owners. The condemnation proceeding, as against the Turner & Butler Coal Company, shall be continued pending the completion of the arrangement herein set forth, and on such completion shall be discontinued without costs. This proposition is by way of compromise and is without prejudice to the rights of either party, in the event the proposed transaction is not completed.

TURNER & BUTLER COAL
COMPANY,

By Henry L. Butler, Treas.
DETROIT, GRAND HAVEN &

MILWAUKEE RAILWAY
COMPANY,

By H. E. Whittenberger, General
Manager.

Dated: March 28, 1925.

MEMORANDUM OF PROPOSED
SETTLEMENT between DETROIT,
GRAND HAVEN & MILWAUKEE
RAILWAY COMPANY and JOHN
LAMBRECHT, SR., JOHN LAM-
BRECHT, JR., individually and as
proprietor of John Lambrecht Coal
& Coke Company, with reference
to the Railway Company's grade
separation project on its Dequindre
Line in the vicinity of Clinton and
Mullett Streets, Detroit, Michigan.

The Railway Company has instituted condemnation proceedings in the Wayne Circuit Court to acquire strips of land of a width of thirty-five feet adjacent to its right of way from lot 11, block 19, and lots 10 and 11, block 20, Dequindre Farm. Under the proposed settlement the Railway Company are to be given an easement for sloped embankment on the easterly thirty-five feet of said lots 10 and 11, block 20, and said Lambrechts are to convey by warranty deed to the Railway Company, or its nominee, lot 11 and the easterly one-half of lot 12, block 19, Dequindre Farm; abstracts of title certified to date covering property to be conveyed to be furnished by Lambrechts showing good, merchantable title, the same to be furnished on or before April 15, 1925, and the attorneys for the Railway Company to have ten days thereafter to examine the same. The Railway Company are to pay the Lambrechts the sum of Thirty-eight Thousand Dollars (\$38,000) in cash, and in addition are to widen the proposed Mullett Street bridge westerly approximately nineteen feet, subject to the approval of the Common Council of the City of Detroit (it being understood that the Lambrechts are to join the Railway Company in petition to the Common Council for such widening of the Mullett Street bridge) in order to provide for a side track thereunder to serve the property of the Lambrechts between Clinton and Mullett Streets. Said side track, if and when installed, is to be at the expense of the Lambrechts including the necessary excavation expense on their property between Clinton and Mullett Streets, and is to be installed and operated subject to the Railway Company's standard side track agreement, which shall be entered into between the parties when the Lambrechts require side track service. For the purpose of the installation of such side track, it is understood that the Railway Company will permit

the bridges caused by the adoption of the sloped embankment method.

Adopted as follows:

Yeas—Councilmen Bradley, Broderick, Castator, Dingeman, Ewald, Murphy, Nagel, Stevenson and the President.—9.

Nays—None.

From the Department of Public Works.

April 14, 1925.

To the Honorable the Common Council:

Gentlemen—The Department of Public Works to whom was referred the petitions for first paving:

No. 7171—John Bruckna, et al, for the paving of Renville Ave., Michigan to Henderson (formerly McGraw.)

No. 2549—D. J. Nolan, et al, for the paving of Plymouth from Birwood to 200 ft. E. Meyers, reports that the petitioners are the owners of the greater number of feet of real estate abutting the streets proposed to be improved.

The Department therefore recommends that the prayers of the petitioners be granted, and the streets named within the limits stated be paved.

It is estimated that the cost of these improvements will be as follows:

Renville Ave., from Michigan to Henderson (formerly McGraw) 3 1/2-in. Sht. Asph., 8-in. Conct. base, 28 ft. wd.

Stone Conct. curb curb Estimated cost\$18,650 \$18,610

Plymouth from Birwood to 200 ft. E. Meyers, 3 1/2-in, Sht. Asph. 8-in. Conct. base, 54 ft. wd.

Stone Conct. curb curb Estimated cost.....\$30,150 \$29,480

Respectfully submitted,

JOHN W. REID, Commissioner.

By Councilman Dingeman:

Resolved, That Renville Ave. from Michigan to Henderson (formerly McGraw), Plymouth from Birwood to 200 ft. E. Meyers, be and the same are hereby ordered to be graded and paved with materials named and widths stated in the foregoing communication, in accordance with the petitions referred to, specifications adopted by the Common Council, the provisions of the Charter and Ordinances of the City of Detroit, and further be it

Resolved, That the Department of Public Works be, and is hereby ordered and directed to advertise five times for proposals for improving said streets, in accordance with

the recommendations contained in the foregoing communication and said Charter and Ordinances.

Adopted as follows:

Yeas—Councilmen Bradley, Broderick, Castator, Dingeman, Ewald, Murphy, Nagel, Stevenson and the President.—9.

Nays—None.

From the Department of Public Works.

April 14, 1925.

To the Honorable the Common Council:

Gentlemen—The Department of Public Works, to whom was referred the resolutions asking consideration of the matter of paving the following streets, under the Charter clause permitting \$3,250,000.00 worth of paving to be contracted for in any one year, without the consent of the abutting property owners, wish to advise that the estimated cost was determined by this department as follows:

Six-Mile Road from Mt. Elliott to Van Dyke, 3 1/2-in. Sht. Asph. 8-in. Conct. base, 54 ft. wd.

Stone Conct. curb curb Estimated cost.....\$106,200 \$103,840

Dexter from Alley N. of LaBelle to D. T. R. R., 3 1/2-in. Sht. Asph. 8-in. Conct. base, 50 ft. wd.

Stone Conct. curb curb Estimated cost.....\$25,080 \$23,940

Conant, Sec. 3, from Davison to Jerome, 3 1/2-in. Sht. Asph. 8-in. Conct. base, 50 ft. wd.

Stone Conct. curb curb Estimated cost.....\$67,500 \$64,500

Conant, Sec. 4, from Jerome to 7-Mile Road, 3 1/2-in. Sht. Asph., 8-in. Conct. base, 50 ft. wd.

Stone Conct. curb curb Estimated cost.....\$112,500 \$107,500

Plymouth, Sec. 3, from Wyoming to Birwood, 3 1/2-in. Sht. Asph., 8-in. Conct. base, 54 ft. wd.

Stone Conct. curb curb Estimated cost.....\$35,500 \$33,970

McGraw, Sec. 2, from Florida to Michigan, 3 1/2-in. Sht. Asph., 8-in. Conct. base, 54 ft. wd.

Stone Conct. curb curb Estimated cost.....\$144,000 \$140,800

Awaiting your instructions and orders in the matter of advertising, etc.

Respectfully submitted,

JOHN W. REID, Commissioner.

By Councilman Dingeman:

Resolved, That Six-Mile Road from E. C. Mt. Elliott to W. L. Van