

FROM THE SAME.

To the Honorable the Common Council:

Gentlemen—I have the honor to inform you that on August 9th, 1907, I was served with a copy of a restraining order issued out of the United States District Court for the Eastern District of Michigan, Southern Division, in Bankruptcy, in the matter of William Reich, bankrupt, restraining the payment of moneys to William Reich or to Frank Reich or any of their agents or assigns, pursuant to a resolution passed by the Common Council on August 6th, 1907, providing for the payment of services and expenses under the contract for the erection of a municipal brick plant.

Respectfully,

FRANK E. DOREMUS,
Controller.

Accepted and placed on file.

From the Corporation Counsel.

To the Honorable the Common Council:

Gentlemen—Preparatory to filing the petition for the awarding of damages, if any have been suffered, on account of the separation of grades of Fourteenth, Fifteenth and Sixteenth streets, it is essential for the Common Council to pass a resolution declaring the improvement necessary.

I herewith submit the appropriate resolution and ask for its passage to-night.

Yours very truly,

P. J. M. HALLY,

Assistant Corporation Counsel.

Accepted, and leave being granted, the following resolution was offered:
By Ald. Owen:

Whereas, The Common Council of the City of Detroit at a meeting thereof held on the 30th day of June, 1903, authorized and directed the Mayor and the Chairman of the Committee on Grade Separation of the City of Detroit to execute on behalf of the city an agreement with the Michigan Central Railroad Company, the Lake Shore & Michigan Southern Railroad Company, and the Grand Trunk Railway Company of Canada, and the Detroit United Railway, for the separation of grades at the intersection of the several streets in the district between Woodward and Michigan avenues, inclusive, according to the plans and specifications attached to said agreement, which are now in the office of the City Clerk, a copy of which agreement is hereto attached; and

Whereas, Said agreement has been duly executed by the parties thereto, and the execution thereof has been ratified and confirmed by the Common Council; and

Whereas, the Common Council has deemed it inexpedient to effect a compromise with all the parties having an interest in the lots abutting on that portion of Fourteenth, Fifteenth and Sixteenth streets affected by the separation of the grades, according to said plan, and which may be damaged by the proposed change of grade; and

Whereas, The grade crossings at the points named on Fourteenth, Fifteenth and Sixteenth streets, as heretofore maintained, have long been dangerous and a constant menace to human life, and the separation of grades at said points will facilitate travel and pro-

mote traffic on said streets; therefore be it

Resolved, That the Common Council of the City of Detroit hereby declares that it is necessary for the public benefit to make such separation of grades in accordance with the plan prescribed by said agreement;

Resolved, That the City Clerk be and he is hereby instructed to file in the office of the Corporation Counsel a certified copy of this resolution and to record the same in the office of the Register of Deeds for the County of Wayne.

Adopted as follows:

Yeas—Ald. Ellis, Field, Freiwald, Gadde, Glinnan, Grindley, Gutman, Harpfer, Hillger, Keating, Kingsley, Littlefield, McClellan, Moeller, Ostrowski, Owen, Rosenthal, Schulte, Shapland, Smith, Theisen, Tossy, Wing, Zink and the President Pro Tem.—25.

Nays—None.

The following is the agreement referred to in the foregoing resolution:

Agreement made this third day of July, 1903, between the City of Detroit, hereinafter called the City, party of the first part, and the Michigan Central Railroad Company, the Lake Shore & Michigan Southern Railway Company, and the Grand Trunk Railway Company of Canada, hereinafter called the Railroad Companies, and the Detroit United Railway Company, hereinafter called the Street Railway Company, parties of the second part, witnesseth:

Whereas, The City desires to discontinue, as soon as may be reasonably practicable, the grade crossings in the said City at the intersection of the several streets in the district between Woodward and Michigan avenues inclusive, with the rights of way owned, used or occupied by the said Railroad Companies, and to substitute therefor overhead crossings by said railroads, and to discontinue the grade crossing at the intersection of Junction avenue with the rights of way, owned, used or occupied by said Railroad Companies, and to substitute therefor an overhead crossing by a highway bridge, leaving the tracks of said Railroad Companies at their present grade, and the parties hereto, by their duly authorized representatives, have agreed upon a uniform profile fixing the level to which the tracks of said Railroad Companies shall be elevated in said district between Woodward and Michigan avenues, to provide for the separation of grades of the several streets at present opened and used, or which may be hereafter opened and used, across such right of way, and have agreed upon the construction of said highway bridge overhead across the tracks of said Railroad Companies in said Junction avenue, and have also reached an agreement determining the method, the terms, and the conditions of, and general specifications for effecting such changes in said crossings, and in furtherance of such general arrangement for the separation of the grades in said district, have now agreed upon the particular plans and specifications for the separation of the grades, in accordance with said profile and said methods, terms and conditions, at Michigan avenue in two places, one at the crossing of the tracks of said Michigan Central Railroad Company, and the other at the

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pense, all other parts of the structure,
as shown upon the plans and specifi-
cations for the separation of grades
at said several streets, including the
wing and retaining walls of the ap-
proaches.

5. The Street Railway Co. agrees
to keep the roadbed and subway ap-
proaches of all streets upon which it
shall maintain and operate its tracks,
reasonably free from snow and ice,
so that it may at all times be passable
by vehicles.

6. And the city shall have the right
to demand the separation of grades at
any of the streets now opened and
used across said rights of way within
said district, in accordance with the
method and under the terms and
conditions of this agreement, and in
such case the parties of the second
part agree to adopt plans and specifi-
cations, to be determined upon as
aforesaid, for effecting such change
of grade, and to perform the work of
construction and maintenance and all
obligations on their part, in accord-
ance with the method and under the
terms and conditions of this agree-
ment. Provided, that the grades shall
be separated only at crossings lying
next to streets where the grades have
been separated, and that the said rail-
road companies shall be required to
expend an aggregate sum of two
hundred thousand dollars (\$200,000)
in the work of such separation of
grades in the City of Detroit, within
the period of any one year, and no
more.

7. The said railroad companies may
from time to time separate the grades
at any of the streets now opened and
used across their rights of way within
said district, in accordance with the
method and under the terms and con-
ditions of this agreement, and in such
case the city agrees to adopt plans
and specifications to be determined
upon as aforesaid, for effecting such
change of grade, and to perform all
obligations on its part in accordance
with the method and under the terms
and conditions of this agreement.

8. The city agrees to provide for the
temporary closing of streets within
said district, upon which it may be
necessary to stop public travel during
the progress of the work of grade
separation at each street, and until
its completion; and for the necessary
change of grade of the streets which
will remain at the railroad rail level
in the vicinity of the street where
the separation of grades is made.

9. The said street railway company
shall be authorized, in order to facili-
tate the work and for the accommo-
dation of the public during the pen-
dency thereof at each street, to con-
struct, under the supervision of the
Commissioner of Public Works, street
railway tracks through some other
street or streets in that locality, to
be designated by said Commissioner
of Public Works; the same to be tem-
porary, and to be removed by said
street railway company when the
separation of grades at the street
from which the tracks are diverted
shall be completed.

10. The provisions of this contract
shall apply only to the streets now
used and opened across the rights of
way of said Railroad Companies, in-
cluding Third avenue, within said dis-
trict. And the City covenants and

agrees that any streets which may be
opened and used hereafter across said
rights of way shall be constructed at
a grade sufficiently lower than the
grade of the railroad tracks, when
elevated, in accordance with said pro-
file, to permit the streets to pass under
the tracks, and the City shall assume
and pay the entire cost of the work of
such separation of grades at such new
crossings.

And the said Railroad Companies
hereby waive any and all claim for
damages arising from the opening of
such new streets across their said
rights-of-way, and all claim for dam-
ages to any abutting property, owned
or controlled by them, or either of
them, arising therefrom; and hereby
release all damages, charges or claims
arising from the loss of traffic or other-
wise, occasioned by the separation of
grades at said crossings of such new
streets.

11. The said City shall, by proper or-
dinance, as soon as practicable, change
the grade of Michigan avenue at said
crossing of said Michigan Central
Railroad Co.'s track, and at said cross-
ing of said Lake Shore & Michigan
Southern Railway and Grand Trunk
Railway Co.'s tracks, so as to conform
to the grades shown on the plans
marked "B" and "C" identified by the
signatures of the City Engineer and
the Chief Engineer of said Michigan
Central Railroad Co. and filed in the
office of said City Engineer, and made
a part hereof, showing the elevation
of said railroad tracks and of the new
grade of the roadway and the side-
walks in said Michigan avenue at and
in the vicinity of said crossings; the
plan for said Michigan avenue Michi-
gan Central crossing being marked
"B" and the plan for said Michigan
avenue Lake Shore & Michigan South-
ern and Grand Trunk Railway Co.'s
crossing being marked "C," and also
of Grand River and of Warren avenue
at the said crossings of said railroads,
and of Stanton avenue and Seven-
teenth street, so as to conform to the
grades shown on the plans marked
"D," "E" and "F," identified by the
signatures of the City Engineer and
the Chief Engineer of the Michigan
Central Railroad Co., and filed in the
office of said City Engineer, and made
a part hereof, showing the elevation
of said railroad tracks and of the new
grade of the roadways and the side-
walks in said Grand River and Warren
avenues, at and in the vicinity of said
crossing, and also on Stanton avenue,
from a point north of Grand River
avenue to its intersection with Grand
River avenue, and on Seventeenth
street, from a point southerly of War-
ren avenue to its intersection with said
Warren avenue; the plan for said
Grand River avenue crossing being
marked "D" and the plans for said
Warren avenue crossing being marked
"E" and "F," and the said City shall
and does hereby agree to assume and
perform, with respect to the work of
the separation of the grades at said
crossings, in accordance with said
plans, all of the undertakings and
obligations hereinbefore mentioned, to
be kept and performed by said City.

12. Said Michigan Central Railroad
Co. hereby severally agrees to con-
struct and build, as soon as may be
practicable, and during the year 1903, if
practicable, the entire work except

the portion thereof to be assumed by the Street Railway Co., as hereinafter provided involved in the change of grade of said Michigan avenue at the crossing of its tracks as shown by and in accordance with said plan "B" and accompanying specifications, which are made a part hereof; and said Michigan Central Railroad Co. shall and does hereby agree to assume and perform, with respect to the work of the separation of the grades at said Michigan avenue crossing, in accordance with said plan and specifications, all of the undertakings and obligations hereinbefore mentioned to be kept and performed by said parties of the second part.

Said Street Railway Co. shall perform the work of removing the tracks and trolley wires and of the reconstruction thereof, including the pavement between the outer rails of its tracks, and shall also bear one-half the cost of the sub-drainage and any other sub-surface work and the laying and relaying of any pipes which may be necessary to be done at the expense of said Michigan Central Railroad Co. and said Street Railway Co.

The Lake Shore and Michigan Southern Railway and the Grand Trunk Railway Companies hereby agree to construct and build, as soon as may be practicable, and during the year 1903, if practicable, the entire work (except the portion thereof to be assumed by the Street Railway Co., as hereinafter provided) involved in the change of grade of said Michigan avenue at the crossing of their tracks, as shown by and in accordance with said plan "C" and accompanying specifications, which are made a part hereof; and said Lake Shore & Michigan Southern and Grand Trunk Railway Companies shall and do hereby agree to assume and perform, with respect to the work of the separation of the grades at said Michigan avenue crossing, in accordance with said plan and specifications, all of the undertakings and obligations hereinbefore mentioned to be kept and performed by said parties of the second part.

Said Street Railway Co. shall perform the work of removing its tracks and trolley wires and of the reconstruction thereof, including the pavement between the outer rails of its tracks, and shall also bear one-third of the cost of the sub-drainage and any other sub-surface work and the laying and re-laying of any pipe which may be necessary to be done at the expense of said Lake Shore & Michigan Southern and said Grand Trunk Railway Companies and said Street Railway Co.

And said parties of the second part hereby agree to construct and build, as soon as practicable after the completion of said separation of grades in said Michigan avenue, the entire work involved in the change of grade of said Grand River avenue and said Warren avenue and Seventeenth street, and shown by and in accordance with said plans "D," "E" and "F," and accompanying specifications, which are made a part hereof; and shall and do hereby agree to assume and perform with respect to the work of the separation of the grades at said crossings in accordance with said plans and specifications, all of the undertakings and

obligations hereinbefore mentioned to be kept and performed by said parties of the second part; and if the separation of grades in said Michigan avenue shall be finished so as to permit the undertaking of the work at said Grand River and Warren avenues during the season when such work can be reasonably carried on in the year 1904, the said parties of the second part will cause the work at said Grand River and Warren avenue crossings to be completed on or before the first day of December, 1904.

13. The said parties of the second part hereby agree to construct and build and maintain at their expense, as soon as practicable after the completion of said separation of grades at Grand River and Warren avenues, the said overhead highway bridge over the tracks of said Railroad Companies in Junction avenue, including the approaches thereto and an approach to Leavitt street on the west, and to complete the same as soon as may be practicable after the work is begun, in accordance with plans and specifications to be agreed upon; and in case of failure on the part of said city and said railroad companies to agree upon the plans and specifications therefor, the same shall be determined by arbitration as aforesaid; and shall and do hereby agree to assume and perform, with respect to the work of construction of said overhead bridge, all the obligations heretofore mentioned to be kept and performed by said parties of the second part; and said city hereby agrees to furnish all necessary right of way for said overhead bridge and its approaches, and after the construction of said bridge to maintain the planking of the roadway and sidewalks thereon at its expense, and to assure and save the Railroad Companies harmless from all claim of abuttal damages as aforesaid.

14. Neither this agreement, nor anything contained in the ordinances or resolutions to be passed by the City of Detroit, as above provided, shall restrict or limit the parties of the second part in any of the rights they now possess in respect of said street crossings, except as herein expressed.

In witness whereof, the parties hereto have caused these presents to be signed on their part by their proper officers on the day and year first above written.

THE CITY OF DETROIT.

By WILLIAM C. MAYBURY, Mayor.
EDWIN JEROME,
Chairman Committee on Grade Sep-

aration.
(SEAL) GEORGE T. GASTON,
Attest. City Clerk.

THE MICHIGAN CENTRAL RAIL-
ROAD CO.
(SEAL). By H. B. LEDYARD,
Attest. President.

E. D. WORCESTER, Secretary.
THE LAKE SHORE & MICHIGAN
SOUTHERN RAILWAY COMPANY.
(SEAL) By W. C. BROWN,
Attest. Vice-President.

E. D. WORCESTER, Secretary.
THE GRAND TRUNK RAILWAY OF
CANADA.
(SEAL) By CHAS. M. HAYS,
Second Vice-President and General
Manager.

**THE DETROIT UNITED RAIL-
ROAD COMPANY.**

(SEAL) By F. W. BROOKS,
Asst. Genl. Mgr.
Attest. A. E. PETERSON,
Asst. Secy.

Specifications for the separation of grades at all streets crossed by railroads from Woodward avenue and including Michigan avenue for the construction of a bridge at Junction avenue, which will permit tracks of the Michigan Central, Lake Shore and Grand Trunk Railroads to remain at their present elevations, is agreed that the bridge on Woodward avenue shall be a substantial structure, with artificial stone piers and retaining walls; which shall be subject to the approval of the State Commissioner of Public Works and the City Engineer. It shall be of the through plate girder type over the tracks, with the possible exception of the Michigan Central tracks; the latter portion being of the truss type hereafter agreed upon. The clear height to be provided shall be the least required by the State Commissioner of Public Works. The clear roadway shall be forty-two (42) feet and the sidewalk on each side shall have a minimum width of six (6) feet. The bridge shall be constructed with a creosote or creosote pine floor, and shall be supported by blocks four inches in depth of similarly treated material. The structure is to be proportioned to insure safe operation of a double track railway system in the event of being hereafter installed.

All elevations herein named are referred to city datum.

THE DETROIT UNITED RAILWAY COMPANY.
(SEAL)

By F. W. BROOKS,
Asst. Genl. Manager.

Attest.

A. E. PETERRS,
Asst. Secretary.

Specifications for the separation of grades at all streets crossed by said railroads from Woodward avenue to and including Michigan avenue. Also for the construction of a bridge on Junction avenue, which will permit the tracks of the Michigan Central, Lake Shore and Grand Trunk Railways to remain at their present elevations; it is agreed that the bridge on Junction avenue shall be a substantial steel structure, with artificial stone abutments and retaining walls; which shall be subject to the approval of the Commissioner of Public Works and the City Engineer. It shall be of the through plate girder type over all tracks, with the possible exception of the Michigan Central tracks; said latter portion being of the truss type, if hereafter agreed upon. The clearance to be provided shall be the least allowed by the State Commissioner of Railroads. The clear roadway shall be forty-two (42) feet and the sidewalks on each side shall have a minimum width of six (6) feet. The bridge floor shall be constructed with a creosinate or creosote pine floor, and paved with blocks four inches in depth of similarly treated material. The entire structure is to be proportioned to a safe operation of a double track street railway system in the event of such being hereafter installed.

All elevations herein named are referred to city datum.

All distances and elevations are in feet and decimals of a foot.

The extreme bottom of railway bridge girders shall not be more than one and a half feet below the elevations given for new track elevation, and if greater depth is required for floor construction, the rail heads are to be correspondingly raised. In the separation of grades at Michigan avenue, at the crossing of the Lake Shore and Grand Trunk Railways, also of the crossing of the Michigan Central Railway, the railway structures are to extend the full width of the street; no supporting columns to be placed along curb lines.

The streets that at any of the various crossings intersect the street being separated, shall be lowered to correspond to the grade of the same, and the maximum grade for said intersecting streets shall not exceed three per cent from their junction to a connection with their present surface.

It is further agreed that the subways of Twelfth street, Maybury avenue and Buchanan street when separation of grades take place, shall have a gradient of two and one-half per cent on axis of street from the railroad right of way to an intersection of present street surface.

The following are the present and proposed rail elevations, extreme bottom of girders, clearance in feet between bottom of girders and crown of street paving when changed, width of street, width of present pavement, width of pavement after change of grades, rate or per cent of street grade and approximate distances on axis of street from the railway right of way to an intersection of present street surface.

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Y OF DETROIT.
MAYBURY, Mayor.
WIN JEROME.
ttee on Grade Sep-
GE T. GASTON,
City Clerk.
CENTRAL RAIL-
H. B. LEDYARD,
President.
RCESTER, Secretary.
ORE & MICHIGAN
AILWAY COMPANY.
By W. C. BROWN,
Vice-President.
RCESTER, Secretary.
RUNK RAILWAY OF
CHAS. M. HAYS,
General

Location of Change in Grade.	Present track Elevation.	New Track Elevation. Plus or Minus.	Extreme Bottom of Girder.	Clearance from Crown of Street.	Street Railway Tracks.	Width of Street.	Width of Present Pavement.	Width of Pavement After Change.	Per Cent of Roadway Grades.	Distance on Axis of Street From Railroad Right of Way to Intersection of Present Street Surface.
Michigan avenue at Lake Shore and Grand Trunk Railway Crossing...	118.00	124.25+	122.75	14	Double	66	46	50	W 2 1/2	279.30
Michigan avenue at Michigan Central Railway Crossing.....	118.25	124.50+	123.00	14	Double	66	46	50	E 2 1/2	279.00
Vinewood avenue at M. C. R. R.-L. S. and G. T. Railway Crossing.....	120.48	126.75+	125.23	13	None	66	26	..	W 2 1/2	250.00
Twenty-fourth street at M. C. R. R.-L. S. & G. T. Railway Crossing.....	124.00	129.50+	128.00	13	None	60	26	..	E 2 1/2	345.56
Grand River avenue at M. C. R. R.-L. S. & G. T. Railway Crossing.....	139.20	145.20+	143.70	14	Double	100	50	60	S 2 1/2	200.72
Fourteenth avenue at M. C. R. R.-L. S. & G. T. Railway Crossing.....	143.44	149.44+	147.94	14	Double	80	40	..	N 2 1/2	312.46
Trumbull avenue at M. C. R. R.-L. S. & G. T. Railway Crossing.....	151.26	156.26+	154.76	14	Proposed Double	80	38	..	S 3	109.62
Greenwood avenue at M. C. R. R.-L. S. & G. T. Railway Crossing.....	153.68	159.68+	158.18	14	Proposed Single	50	30	..	N 3	255.85
Woodward avenue, completed.....	154.12								S 4	279.41
									N 1/2	152.85
									S 2 1/2	131.64/284.49
									N 3	260.16
									S 2 1/2	235.88
									N 3	287.58
									S 2 1/2	300.00 m. or less
									N 2 1/2	Not paved on N.
									S 2 1/2	267.12
									N 2 1/2	247.43

All the above changes in grades of the railroads to be connected with straight line grades joining the several points, and the change to be made not less than ten (10) feet beyond the ends of the bridge girders—preferably westerly of the street intersected. At all streets not embraced in the above list, where separation occurs, a clear headway of (13) thirteen feet from bottom of girder to crown of street is to be provided, except at Warren avenue, where clearance shall be fourteen (14) feet, and a paved width of fifty-six (56) feet. Present level of Lake Shore track basis for elevation to be made at all

crossings except at Michigan avenue crossing of Michigan Central track where level of M. C. track is basis. Sidewalks shall in all cases be constructed according to the specifications approved by the Common Council, and in force when said work is being done at a grade of not less than eight and one-half (8 1/2) feet below the girders of the bridge spanning any of the streets crossed in the limits embraced in this agreement; but in cases where cross streets intersect the street over which said bridge is constructed, such sidewalks shall be constructed at a grade which shall conform to the curb line at such intersections, without

reference to the grade of over which the bridge is intending thereby to provide between cross streets, or between cross street and the sidewalk may be elevated with reference to the grade of the sidewalk on one street crossed may be different that of the other side of street. All sidewalks to extend curb lines to the side retaining walls are provided.

Where sidewalks are constructed an elevation in excess of above the curb elevations railings (acceptable to the Department of Public Works) shall be provided adjacent to curb lines for the benefit of the public.

The tracks of all the streets whose steam roads cross streets or avenues between avenue and to and include crossings at Michigan avenue elevated as set forth in the agreement.

All elevated tracks to cross each street or through girder bridges. The lowest points of bridges not to be lower than (18) inches below the grade the agreement.

The girder bridges to spans as to provide a the center of each of said avenues of the clear width the agreement.

The main girders over to be supported by posts parallel lines between the and the street lines and the curb lines.

The shorter girders over posed sidewalks to be supported one end by the posts which the main girders, and at the by abutment walls, whose shall be on the street lines.

The girders throughout length and width to be provided a tight floor and with proper pipes leading to city drains. The cross sections of the in these approaches to be approved by the City Engineer.

All said driveways and intersections are to be provided the limits of the width of ways as established in the approaches to the right of the brick or asphalt block, as the brick or asphalt block specifications, a copy of hereunto attached, as far as are applicable and under vision of the Commissioner of Works of the City of Detroit City Engineer.

The roadway on Michigan to be paved with brick and the Common Council, and to specifications now in force other roadways shall be paved brick or asphalt block, as by the Common Council in All bridges over streets shall be substantially similar to the railway bridge Woodward avenue.

Such drainage of driveways hind retaining walls and abutment walls as the City Engineer

Fourteenth avenue at M. C. R. R.-L.	143.44	149.44+	147.94	14	Double	80	40	S 2 1/2	131.64	284.49
S. & G. T. Railway Crossing.....								N 3	260.16	235.88
Trumbull avenue at M. C. R. R.-L. S.	151.26	156.26+	154.76	14	Proposed	80	38	S 2 1/2	287.58	
& G. T. Railway Crossing.....					Double			N 2 1/2	300.00 m. or less	Not paved on N.
Greenwood avenue at M. C. R. R.-L.	153.68	159.68+	158.18	14	Proposed	50	30	S 2 1/2	267.12	247.43
S. & G. T. Railway Crossing.....					Single			N 2 1/2		
Woodward avenue, completed.....	154.12									

cept at Michigan avenue
Michigan Central track
of M. C. track is basis.
shall in all cases be con-
sulted to the specifica-
tions by the Common Coun-
cil when said work is
done at a grade of not less than
one-half (8 1/2) feet below the
grade of the bridge spanning any of
the streets intersected in the limits em-
braced by this agreement; but in cases
where streets intersect the street
crossed by said bridge is constructed,
the bridge shall be constructed at
the same grade as the street without

reference to the grade of the street over which the bridge is constructed; intending thereby to provide that between cross streets, or between the cross street and the summit the sidewalk may be elevated without reference to the grade of the street crossed. And it is also intended that the grade of the sidewalk on one side of the street crossed may be different from that of the other side of said street.

All sidewalks to extend from the curb lines to the side retaining walls, or to property line where no retaining walls are provided.

Where sidewalks are constructed at an elevation in excess of one foot above the curb elevations suitable iron railings (acceptable to the Department of Public Works) shall be placed adjacent to curb lines for the protection of the public.

The tracks of all the companies whose steam roads cross any of the streets or avenues between Woodward avenue and to and including both crossings at Michigan avenue, to be elevated as set forth in the agreement.

All elevated tracks to be carried across each street or avenue on through girder bridges.

The lowest points of the girder bridges not to be lower than eighteen (18) inches below the grade fixed by the agreement.

The girder bridges to be of such spans as to provide a driveway in the center of each of said streets or avenues of the clear width named in the agreement.

The main girders over the driveway to be supported by posts located in parallel lines between the curb lines and the street lines and contiguous to the curb lines.

The shorter girders over the proposed sidewalks to be supported at one end by the posts which will carry the main girders, and at the other end by abutment walls, whose front faces shall be on the street lines.

The girders throughout their full length and width to be provided with a tight floor and with proper conductor pipes leading to city drains.

The cross sections of the driveway in these approaches to be established by the City Engineer.

All said driveways and depressed intersections are to be paved within the limits of the width of said roadways as established in the present approaches to the right of way occupied by said railroad companies, with brick or asphalt block, according to specifications, a copy of which is hereunto attached, as far as the same are applicable and under the supervision of the Commissioner of Public Works of the City of Detroit and the City Engineer.

The roadway on Michigan avenue is to be paved with brick approved by the Common Council, and according to specifications now in force. The other roadways shall be paved with brick or asphalt block, as determined by the Common Council in each case. All bridges over streets or avenues shall be substantially similar structures to the railway bridge over Woodward avenue.

Such drainage of driveway and behind retaining walls and bridge abutment walls as the City Engineer shall

designate to be built to his specifications and approval.

Sidewalks to be built at levels and of widths shown.

All sidewalks to be built of concrete in accordance with specifications, a copy of which is hereunto attached, so far as the same are applicable, and under the supervision of the Commissioner of Public Works of the City of Detroit and the City Engineer.

Continuous walks to be built in the curb lines of the driveways and intersecting streets wherever the City Engineer shall deem the same necessary for the support of the sidewalks or the main girders.

Continuous walls to be built with their front faces in the line of the street throughout the limits of the rights of way of the Steam Railway Companies, and also on intersecting streets.

The necessary retaining walls to support adjacent property at its existing level to be built where required within the limits of the proposed change in grade.

All abutments and retaining walls to be built of concrete in accordance with the standard specifications of the Michigan Central Railroad Company.

All water and drain pipes, which are the property of the city, and which will be injured or disabled by the proposed change, to be lowered or diverted and restored to usefulness to the satisfaction of the City Engineer.

All the above described construction within the limits of the change in grade to be completely made by the railroad companies, with all reasonable dispatch and at their cost.

The city to undertake to see that such pipes, conduits, wire lines or other semi-public or private appurtenances as occupy the street, and will be affected by the change in grade, shall be constructed by the proper parties.

The city to provide that the street railway companies, whose tracks occupy the part of any of said streets and avenues where the grade is to be changed shall make such changes in their tracks from time to time as shall be directed by the Engineer of the railroad companies in charge of the work, and to further provide that any part of or all of the traffic in the part of the street where grade is to be changed shall be suspended at and during the time that said Engineer shall deem it to be necessary for the safe conduct and expedition of the work.

The city to provide by proper resolution for the removal and for the reconstruction of street railway companies' tracks and for such portion of the removal and restoration of the pavement in the driveways as devolves upon the street railway company in any way of said streets and avenues occupied by street railway tracks.

Ald. Renaud entered and took his seat.

From the City Treasurer.

To the Honorable the Common Council:

Gentlemen—I am in receipt of a communication from George Dingwall, agent, submitting a proposition to settle all back taxes due against the property described as lot D of Hubbard & Dinewall's sub., situated on the north side of Clairmount ave-