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aying the in said Judge of ming the le followowed: To John C. John B.

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FROM THE SAME.

To the Honorable the Common Coun-

cil: 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 tonight.

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 specifications attached to said agreethe 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

promise with all the parties having an interest in the lots abutting on that 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 Company of Canada, and the Detroit Companies at their present grade, and United Railway, for the separation of the parties hereto, by their duly augrades at the intersection of the sev- thorized representatives, have agreed eral streets in the district between upon a uniform profile fixing the level Woodward and Michigan avenues, in- to which the tracks of said Railroad clusive, according to the plans and Companies shall be elevated in said district between Woodward ment, which are now in the office of 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 Whereas, the Common Council has in said Junction avenue, and have also deemed it inexpedient to effect a com- reached an agreement determining the method, the terms, and the conditions of, and general specifications for efportion of Fourteenth, Fifteenth and fecting such changes in said crossings, Sixteenth streets affected by the sepa- and in furtherance of such general arration of the grades, according to said rangement for the separation of the plan, and which may be damaged by grades in said district, have now agreed unon 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

crossing of the tracks of the said Lake Shore & Michigan Southern and Grand Trunk Railway Companies, and at Grand River and Warren avenues. Now, therefore, in consideration of the premises and the mutual undertakings of the parties hereinafter ex-

pressed, it is agreed:

1. That the City of Detroit shall, by proper ordinance, adopt the line shown on the profile identified by the signature of the City Engineer and the Chief Engineer of the said Michigan Central Railroad Company, and filed in the office of said City Engineer and made a part hereof, marked "I," as the profile permanently fixing the levels for said district in said City between Woodward and Michigan avenues inclusive, to which the said tracks of the Railroad Companies shall be hereafter elevated, to provide for the separation of the grades of the streets at present opened and used, or which may be hereafter opened and used. across the rights of way of the said Railroad Companies, within the limits of said district, and the City hereby covenants and agrees that the said Railroad Companies shall not be reouired to raise their tracks at the intersection of any street within the limits of said district higher than the level fixed by said profile, and that the separation of the grades at all street crossings within said district shall be effected hereafter by lowering the grade of the streets sufficiently to allow the streets to pass under the railroad tracks, when so elevated.

2. That the City shall from time to time, by proper ordinance, whenever required for the purpose of separating the grades, change and lower the grades of the several streets now opened and used across said right of way at the crossings within the limits of the district aforesaid, so as to permit the separation of grades in accordance with the profile aforesaid, and shall thereby authorize the construction of the said railroads overhead across such new grades, and shall, and hereby does, assume the payment of all abuttal damages, if any there be, to property of persons other than the parties of the second part, arising in any way from said change in the grade of any of such streets, and all cost, expense, charges, or liability in any proceedings which may be instituted to effect such separation of grades, or which may be instituted to prevent the performance of this agreement it being understood that the performance on their part of this contract shall release and discharge said railroad companies from any and all assessments, charges, damages or liabilities, and be accepted as a full discharge and acquittal of all obligations, present or future, to abutting owners, or arising from the failure of the city to adjust or pay such damages, costs or expenses, in connection with such grade street, the city shall maintained separation and changes of grade and repair, or cause to be maintained repair, or cause to be maintained repair, or cause to be maintained repair. separation and changes of grade, and the city hereby assumes to itself and agrees to pay and assume and indemnify and save harmless the said parties of the second part, and each of them, from and against all such assessments, damage's, costs or costs or which shall be maintained and kept in Railway and ments, damage's, costs or expenses, except for construction exhereinaften ments, damage's, costs or exrepair by the Street Railway and repair by the Street ordinance, shail penses, except for construction, as hereinafter mentioned, without charge, recourse to, or recharge ever against said second parties, or any of them.

and the parties of the second part waive any and all claim part hereby waive any and all claim part hereby by reason of the change for damage by reason of the change of grade of any of said streets to any abutting property owned or controlled

3. In consideration thereof, parties of the second part shail construct and build the entire work involved in said changes of grade, and all excavating, paving and repaving, and all retaining walls, abutments, sidewalks and guard rails, and support of adjacent buildings made necessary by the construction of said overhead crossings, including any work of relaying street railway tracks and pavements and sidewalks incident to said changes of grade: and the parties of the second part further agree that all sewers, water or drain pipes, or conduits, which are the property of the city, and which will be injured or disabled by the proposed changes in grade, shall be lowered or diverted and restored to usefulness to the satisfaction of the City Engineer.

The work to be done by said parties of the second part shall include ali excavations necessary or made necessary by said changes of grade, as well on the intersecting streets as on the streets crossed, the pavement of all roadways after the excavations, the construction of all sidewalks, and of all wings, retaining walls and abutments and the relaying of all street railway tracks which may be disturbed.

All such work shall be done in accordance with said profile and the general specifications hereto attached and made a part hereof, and with particular plans to be agreed upon, which plans, reasonable provision being made therein for access to and from the property of the said Lake Shore & Michigan Southern Railway Co., shall be substantially the same as the plans adopted for the separation of grades at Woodward, Michigan, Grand River and Warren avenues, and conform thereto as nearly as may be practicable; and in case of a failure of the parties hereto to agree upon the plan for any crossing, the plan to be adopted shall be determined by a board of arbitrators, consisting of the persons who, at the time, may be chairman of the Grade Separation Committee of the Common Council of said City, the Chief Engineer of the said Michigan Central Railroad Co., and the presiding judge of the Wayne Circuit Court, and the plan approved by the said arbitrators or by a majority of them, shall be adopted by the parties hereto.

The said second parties, and each of them, shall release all damages, charges or claim arising from loss of traffic or otherwise, occasioned by said

4. After the completion of the work changes of grade. of separation of the grades at any street, the city shall maintain and and repaired, at its expense, the roadway and the pavement and the sidewalks, on the streets and avenues, except the street railway tracks and also the spaces between the same, when so provided by ordinance, and the said the said railroad companies shail maintain and repair. or cause to be maintained and remaired at their ex-

pense, all other parts of t as shown upon the plans cations for the separatio at said several streets, i wing and retaining walls proaches.

5. The Street Railway to keep the roadbed and proaches of all streets u shall maintain and opera reasonably free from sr so that it may at all time

by vehicles. 6. And the city shall h to demand the separation any of the streets now used across said rights o said district, in accorda method and under the conditions of this agree such case the parties part agree to adopt plan cations, to be determi aforesaid, for effecting of grade, and to perform construction and mainte obligations on their pa ance with the method a terms and conditions ment. Provided, that th be separated only at o next to streets where the been separated, and that road companies shall expend an aggregate hundred thousand do in the work of such grades in the City of the period of any one more. 7. The said railroad

from time to time sepa at any of the streets n used across their rights said district, in accord method and under the ditions of this agreeme case the city agrees and specifications to upon as aforesaid, for change of grade, and obligations on its part with the method and u and conditions of this

8. The city agrees to temporary closing of said district, upon wl necessary to stop publ the progress of the separation at each st its completion; and fo change of grade of th will remain at the ra in the vicinity of th the separation of grad

9. The said street r shall be authorized, in tate the work and for dation of the public dency thereof at each struct, under the sur Commissioner of Publ railway tracks throu street or streets in t be designated by sai of Public Works; the porary, and to be re street railway comp separation of grades from which the trac shall be completed.

10. The provisions shall apply only to used and opened acro way of said Railroad cluding Third avenue, trict. And the City

ne second part all claim for the change of streets to any d or controlled

thereof, part shall conntire work inof grade, and and repaving, ls, abutments, ails, and supgs made necesn of said overing any work ray tracks and ks incident to and the parfurther agree or drain pipes, the property will be injured posed changes red or diverted ess to the satngineer.

by said parties all include ali or made necesgrade, as well eets as on the vement of all cavations, the ewalks, and of alls and abutg of all street may be dis-

be done in acle and the geno attached and d with particd upon, which ion being made and from the Lake Shore & way Co., shall ne as the plans tion of grades 1, Grand River and conform nay be practifailure of the upon the plan an to be adoptby a board of of the persons be chairman 1 Committee of said City, the said Michigan and the pre-Wayne Circuit oproved by the a majority of by the parties

es. and each all damages, g from loss of asioned by said

n of the work grades at any maintain and be maintained ense, the roadand the sideid avenues, exly tracks and een the same, led and kept in Railway Co., ordinance, and mnanies shail

pense, all other parts of the structure, agrees that any streets which may be pense, and upon the plans and specific opened and used hereafter across said as show for the separation of grades rights of way shall be constructed at cations several streets, including the a grade sufficiently lower than the at said and retaining walls of the ap- grade of the railroad tracks, when

proaches. to keep the roadbed and subway ap- the tracks, and the City shall assume to keep of all streets upon which it and pay the entire cost of the work of proaches of all streets upon which it and pay the entire cost of the work of proaches maintain and operate its tracks, such separation of grades at such new shall maintain free from snow and ice crossings reasonably free from snow and ice, crossings. so that it may at all times be passable

6. And the city shall have the right to demand the separation of grades at any of the streets now opened and rights-of-way, and all claim for damused across said rights of way within ages to any abutting property, owned said district, in accordance with the or controlled by them, or either of 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 specifications, 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 accordance with the method and under the terms and conditions of this agreement. Provided, that the grades shall be separated only at crossings lying next to streets where the grades have been separated, and that the said railroad 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

at any of the streets now opened and in the vicinity of said crossings; the used across their rights of way within plan for said Michigan avenue Michisaid district, in accordance with the gan Central crossing being marked method and under the terms and con- "B" and the plan for said Michigan ditions of this agreement, and in such avenue Lake Shore & Michigan Southcase the city agrees to adopt plans ern and Grand Trunk Railway Co.'s and specifications to be determined crossing being marked "C," and also. upon as aforesaid, for effecting such of Grand River and of Warren avenue change of grade, and to perform all at the said crossings of said railroads, obligations on its part in accordance and of Stanton avenue and Sevenwith the method and under the terms teenth street, so as to conform to the and conditions of this agreement.

more.

necessary to stop public travel during Central Railroad Co., and filed in the the progress of the work of grade office of said City Engineer, and made separation at each street, and until a part hereof, showing the elevation its completion; and for the necessary of said railroad tracks and of the new change of grade of the streets which grade of the roadways and the sidewill remain at the railroad rail level walks in said Grand River and Warren

dation of the public during the pen- street, from a point southerly of Wardency, thoroaction with said dency thereof at each street, to con- ren avenue to its intersection with said struct under the public during the pen- street, from a point southerly of said struct, under the supervision of the Warren avenue; the plan for said Commissioner of Public Works, street Grand River avenue crossing being railway track the restriction of the Warren avenue; the plant to being commissioner of Public Works, street Grand River avenue plans for said railway tracks through some other marked "D" and the plans for said street or streets in that locality, to Warren avenue crossing being marked be designated in that locality, to Warren avenue crossing being marked be designated by said Commissioner "E" and "F," and the said City shall of Public Warren of Public Works; the same to be tem- and does hereby agree to assume and porary, and to be removed by said perform, with respect to the work of street railway. street railway company when the the separation of the grades at said separation of the grades at said separation of grades at the street crossings, in accordance with said from which the track at the street plans all of the undertakings and

way of said Railroad Companies, in-struct and build, as soon as may be sluding Third are struct and build, and during the year 1903, if cluding Third avenue, within said district. And the Cite within said and the Cite within said and the cite work except trict. And the City covenants and practicable, and during the year 1969, 12

elevated, in accordance with said pro-The Street Railway Co. agrees file, to permit the streets to pass under

And the said Railroad Companies hereby waive any and all claim for damages arising from the opening of such new streets across their said them, arising therefrom; and hereby release all damages, charges or claims arising from the loss of traffic or otherwise, occasioned by the separation of grades at said crossings of such new streets.

11. The said City shall, by proper ordinance, as soon as practicable, change the grade of Michigan avenue at said crossing of said Michigan Central Railroad Co.'s track, and at said crossing 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 7. The said railroad companies may grade of the roadway and the sidefrom time to time separate the grades walks in said Michigan avenue at and 8. The city agrees to provide for the "D," "E" and "F," identified by the temporary closing of streets within signatures of the City Engineer and said district, upon which it may be the Chief Engineer of the Michigan in the vicinity of the street where avenues, at and in the vicinity of said 9. The said street railway company from a point north of Grand River shall be authorized, in order to facili- avenue to its intersection with Grand tate the most seventeenth tate the work and for the accommo- River avenue, and on Seventeenth dation of the accommo- River avenue, and on Warfrom which the tracks are diverted plans, all of the undertakings and shall be completed obligations hereinbefore mentioned, obligations hereinbefore mentioned, obligations hereinbefore mentioned, city.

10. The provisions of this contract be kept and performed by said City.

12. Said Michigan Central Railroad

shall apply only to the streets now used and opened some the streets for the streets of the stre used and opened across the rights of Co. hereby severally agrees may be way of said Poilroad Constitution of Struct and build, as soon as may be

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" accompanying specifications. and 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 the same shall be determined by arbipracticable, 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 sec-

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

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, including the work on Stanton 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 by said parts be kept and performed by said parties of the second part; and if the separation of grades in said Michigan and in the separation of the separation of the separation of the separation of grades in said Michigan and the separation of the separation tion of grades in said Michigan ave. nue shall be finished so as to permit the undertaking of the work at said Grand River and Warren avenues dur. ing the season when such work can be reasonably carried on in the can 1904, the said parties of the second year the work at said of part will cause the work at said Grand
River and Warren avenue crossings to be completed on or before the first

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 comple. tion 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, tration 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 wehereof, the parties hereto have caused these presents to be signed on their part by their proper officers on the day and year first above

THE CITY OF DETROIT. written. By WILLIAM C. MAYBURY, Mayor. EDWIN JEROME. Chairman Committee on Grade Sep-GEORGE T. GASTON, aration. (SEAL) THE MICHIGAN CENTRAL RAIL By H. B. LEDYARD, President. ROAD CO. THE LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COMPANI (SEAL) By W. C. BROWN, Vice-President. THE GRAND TRUNK RAILWAY OF CANADA By CHAS. M. HAYS, I

Second Vice-President and

(SEAL)

Manager.

THE DETROIT UNITED RAI COMPANY. By F. W. BRO (SEAL) Asst. Genl. M

> Attest. A. E. PETE Asst. Sec

Specifications for the separa grades at all streets crossed k railroads from Woodward ave and including Michigan avenue for the construction of a brid Junction avenue, which will peri tracks of the Michigan Central Shore and Grand Trunk Railw remain at their present elevati is agreed that the bridge on Ju avenue shall be a substantia structure, with artificial stone ments and retaining walls; which be subject to the approval of the missioner of Public Works ar City Engineer. It shall be o through plate girder type ov tracks, with the possible except the Michigan Central tracks; sa ter portion being of the truss t hereafter agreed upon. The cles to be provided shall be the least ed by the State Commissioner of roads. The clear roadway sho forty-two (42) feet and the side on each side shall have a mir width of six (6) feet. The bridge shall be constructed with a cre nate or creosote pine floor, and with blocks four inches in dep similarly treated material. The structure is to be proportioned safe operation of a double track railway system in the event of being hereafter installed.

All elevations herein named a ferred to city datum.

ore mentioned to add by said parties and if the separation ave. It is a so as to permit the work at said ren avenues during the second part at said Grand avenue crossings or before the first said.

es of the second o construct and t their expense, as after the completion of grades at arren avenues, the ay bridge over the oad Companies in icluding the apd an approach to ne west, and to s soon as may be e work is begun, plans and specifiupon; and in case rt of said city and nies to agree upon ifications therefor. etermined by arbi-; and shall and do sume and perform, work of construcead bridge, all the re mentioned to be by said parties of d said city hereby l necessary right of ead bridge and its er the construction intain the planking sidewalks thereon to assure and save nies harmless from ittal damages as

the ordinances or assed by the City of provided, shall reparties of the second attest they now possaid street crossings, and street crossings, and street crossings, are presents to be nese presents to be art by their proper

and year first above

OF DETROIT.

MAYBURY, Mayor.

WIN JEROME.

Septetee on Grade Sep-

GE T. GASTON,
City Clerk.
CENTRAL RAIL

H. B. LEDYARD,
PresidentPresident.
Secretary.
ORE & MICHIGAN
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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 through plate girder type over 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 creoresinate 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 percent 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.

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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howe ob-	4 7	P	H	U	FI	0	

All the above changes in grades of crossings except at Michigan avenue traight lines to be connected as in grades of crossings except at Michigan avenue traight lines to be connected as in grades of crossings except at Michigan avenue track 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.

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, anl a paved width of fifty-six (56) feet.

Present level of Lake Shore track basis for elevation to be made at all

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 Country being don't force when said work is At all streets not embraced in the being done at a grade of not less the bear head where separation occurred being done at a grade of not less the bear head where separation occurred being done at a grade of not less the bear head where separation occurred being done at a grade of not less the bear of the eight and one-half (8½) feet below the girders of the bridge spanning any of the streets the streets crossed in the limits on cases braced in this agreement; but in cases where crossed in the street where cross streets intersect the street, over which said bridge is constructed at such sidewalks shall be constructed at grade which shall be constructed the a grade which shall conform to the urb line at a state which shall conform to the urb line at the shall conform to the the urb line at the shall conform to the urb line at the urb line at the shall conform to the urb line at the urb line curb line at such intersections, without

over which the bridge is intending thereby to prove tween cross streets, or cross street and the sumr walk may be elevated wi ence to the grade of the st And it is also intended that of the sidewalk on one street crossed may be di that of the other side of s All sidewalks to exten

curb lines to the side reta or to property line where walls are provided.

Where sidewalks are co an elevation in excess above the curb elevations railings (acceptable to the of Public Works) shall be jacent to curb lines for th of the public.

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

All elevated tracks to across each street or through girder bridges.

The lowest points of bridges not to be lower th (18) inches below the gra the agreement.

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

The main girders over t to be supported by post parallel lines between th and the street lines and c the curb lines.

The shorter girders ov posed sidewalks to be s 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 pr a tight floor and with pro tor pipes leading to city di The cross sections of th in these approaches to be

by the City Engineer. All said driveways and intersections are to be pa the limits of the width of ways as established in approaches to the right of pled by said railroad comp brick or asphalt block, a the brick or asphalt block specifications, a copy of hereunto attached, as far a are applicable and under Vision of the Commissione Works of the City of Detr City Engineer.

The roadway on Michigan to be paved with brick a the Common Council, and to specifications now in other roadways shall be 1 brick or asphalt block, as by the Common Council in All bridges over streets shall be substantially sim tures to the railway br Woodward avenue.

Such drainage of drivews hind retaining walls and br ment walls as the City Eng

on N. m. ved 400 3000 5.8 700014 287. 300. Not 267. 247.4 0000 MON 222 222 NZ wx wx 9 at M. C. R. Crossin Crossing. M. Cros avenue a Railway T. ave S. & S. rumb'rumb'r E S

rcept at Michigan avenue Michigan Central track of M. C. track is basis. shall in all cases be concording to the specificaved by the Common Counforce when said work is at a grade of not less than ne-half (8½) feet below the he bridge spanning any of crossed in the limits emlis agreement; but in cases streets intersect the street said bridge is constructed, be shall be constructed at

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 agree-

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

The lowest points of the girder bridges not to be lower than eignteen (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 iength and width to be provided with a tight floor and with proper conductor pipes leading to city drains.

The cross sections of the drivoway in these approaches to be established,

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 the brick or asphalt block pavement 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

The roadway on Michigan avenue is City Engineer. to be paved with brick approved by the Common Council, and according to specifications now in force. The other roadways shall be paved with shall be substantially similar structures to the structures to the structures to the structure of a structure structure of the structure of th

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 willi be affected by the change in grade, shall be constructed by the proper

The city to provide that the street parties. 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 All said driveways and depressed changed shall be suspended at and intersections are to be paved within during the time that said Engineer safe conduct and expedition of the

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 Coun-

Gentlemen-I am in receipt of a comtures to the railway bridge over the all back taxes due against the hind retaining walls and bridge abutment walls as the City Engineer shall the north side of Clairmount avement walls as the City Engineer shall the north side of Clairmount ave-