

From the Department of Public Works

May 29, 1928.

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:

Meyers, Sec. 1, from Six Mile Road to Seven Mile Road, 3 1/2-inch sheet asphalt, 8-inch concrete base, 40 and 50 ft. wide. Estimated cost, stone curb, \$93,940; concrete curb, \$86,520.

Meyers, Sec. 2, from Seven Mile Road to Eight Mile Road, 3 1/2-inch sheet asphalt, 8-inch concrete base, 40 and 50 ft. wide. Estimated cost, stone curb, \$89,000; concrete curb, \$81,970.

Hartwell from Compass to Alley north of Compass, 3 1/2-inch sheet asphalt, 8-inch concrete base, 30 feet wide. Estimated cost, stone curb, \$2,450; concrete curb, \$2,300.

Littlefield from Compass to Alley north of Compass, 3 1/2-inch sheet asphalt, 8-inch concrete base, 30 feet wide. Estimated cost, stone curb, \$2,400; concrete curb, \$2,260.

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

Respectfully submitted,

JOHN W. REID, Commissioner.

By Councilman Castator:

Resolved, That

Meyers, Sec. 1, from N. C. Six Mile Road to S. C. Seven Mile Road;

Meyers, Sec. 2, from N. C. Seven Mile Road to S. C. Eight Mile Road;

Hartwell from N. L. Compass to N. L. Alley north of Compass;

Littlefield from N. L. Compass to N. L. Alley north of Compass, be and

the same are hereby ordered to be graded and paved with the materials

named and widths stated in the foregoing communication under the \$3,-

250,000.00 clause of the Charter, in accordance with the specifications

adopted by the Common Council, and 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 directed to advertise five times for proposals for improving said streets, in accordance with provisions of Charter and Ordinances.

Adopted as follows:

Yeas—Councilmen Bradley, Castator, Dingeman, Ewald, Kronk, Littlefield, Walters and the President—8.

Nays—None.

From the Department of Public Works

May 28, 1928.

To the Honorable, the Common Council:

Gentlemen—Under date of February 7, 1928, your Honorable Body authorized the execution of contract submitted by the writer on behalf of the Wayne County Road Commission, covering the separation of grades on Fort Road, where the same crosses the tracks of the Wabash Railway Company, Pennsylvania Railroad Company and the Michigan Central Railroad Company.

Because of minor revisions in the contract as submitted at that time, I respectfully recommend that your action of February 7th be rescinded, and that a new resolution be adopted, approving of revised contract, a copy of which accompanies this communication. This contract has been approved as correct in form by the Corporation Counsel.

Your resolution should authorize the Mayor and the City Clerk to execute this contract on behalf of the City of Detroit.

Respectfully submitted,

JOHN W. REID, Commissioner.

This Agreement, made this 11th day of May, A. D., 1928, by and between the County of Wayne, Michigan, by the Board of County Road Commissioners of the County of Wayne, hereinafter referred to as the Board, party of the first part; the City of Detroit, Michigan, hereinafter referred to as the City, party of the second part; the Wabash Railway, Company, a corporation organized and existing under the laws of the State of Indiana, having its principal offices in the City of St. Louis, Missouri, and authorized to transact business in the State of Michigan, hereinafter referred to as the Wabash Railroad, party of the third part; The Pennsylvania Company, a corporation organized and existing under the laws of the State of Pennsylvania, authorized to transact business in the State of Michigan, having its principal offices in the City of Philadelphia, Pennsylvania, lessee of and operating the railroad of the Pennsylvania, Ohio & Detroit Railroad Company, hereinafter referred to as the Pennsylvania Railroad, party of the fourth part; and the Michigan Central Railroad Company, a corporation organized and existing under the laws of the State of Michigan, having its principal offices in the City of Detroit, Michigan, hereinafter referred to as the Michigan Central Railroad, party of the fifth part, Witnesseth:

Whereas, the public highway located in the City of Detroit, in the County of Wayne and State of Michigan, commonly known as Fort Road and also designated as Fort Street, is a part of the County Road System of Wayne County at and in the vicinity

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of the Fort Road crossing of the Railroads hereinbefore mentioned in that section of Detroit heretofore known as the Village of Oakwood, and as such has been taken over for the purposes and in the manner authorized by law by the Board and to the extent provided by law is under the control and jurisdiction of the parties of the first and second parts;

And Whereas, the said Fort Road crosses at grade the right-of-way and tracks of the Railroads in that section of the City of Detroit heretofore known as the Village of Oakwood;

And Whereas, it is desired by the parties hereto to discontinue said grade crossing and to separate the grades by elevating the grade of the highway and providing an overhead crossing for the highway, as indicated on "Exhibit A" attached, identified by the signatures of the Engineer-Manager for the Board, of the City Engineer for the City, and of the Chief Engineer of each Railroad and made a part of this agreement, and the parties hereto by their duly authorized representatives have agreed upon uniform profiles, plans and specifications to provide for such separation of grades and desire to enter into a contract therefor;

And Whereas, it is agreed by the parties hereto that the amount of the participation of each Railroad in the cost of this grade separation as said amount is hereinafter specifically set forth is not greater than its fair proportion of the cost of providing a grade separation having a 46-foot roadway and two 10-foot sidewalks within Fort Road or street had it not been widened so as to make a street 204 feet wide:

Now Therefore, in consideration of the premises and the mutual agreements and undertakings of the parties hereto it is agreed to construct a grade separation at this crossing in accordance with the following terms:

1. The first and second parties shall by proper action in the manner provided by law adopt the lines shown on the aforesaid profiles, map and plan marked "Exhibit A" and made a part hereof, as the profiles permanently fixing the levels to which said highway shall be raised and minimum under clearance above the Railroads of bridges required to carry the highway, to provide for such separation of grades and as showing the details of construction necessary to such separation of grades for said crossing.

2. The said first and second parties shall by proper action provided by law, change the grade of said public highway at said crossing so as to permit the separation of grades in accordance with the profiles, map and plan aforesaid.

Said first and second parties shall and hereby do assume the payment of all abutting damages, if any there be, to the property of persons (other

than the said Railroads) arising in any way from said change in the grade of said public highway, and all costs, expenses, charges or liability in any proceedings which may be instituted to effect said separation of grades or which may be instituted to prevent the performance of this contract, it being understood that the performance of this contract on the part of each Railroad shall release and discharge said Railroads (collectively and severally) from any and all assessments, charges, damages, or liability, and be accepted as a full discharge of all obligations present or future, to abutting owners, or arising from the failure of the parties of the first and second parts to adjust or pay such damages, costs or expenses in connection with said separation and change of grade, said first and second parties hereby assume to themselves and agree to pay and assume and indemnify and save harmless each of the said Railroads from and against all assessments, damages, costs, expenses (except as hereinafter mentioned) without charge recourse to or recharge over against said Railroads and each of the said Railroads hereby waives any and all claims for damages by reason of the change of grade of said highway to any abutting property owned or controlled by it within the district shown on said profiles, map and plans.

3. The party of the first part agrees to reimburse the party of the second part for any and all expenditures of said second party resulting from the obligation of said first and second parties contained in Section 2 of this agreement.

4. It is understood that said Fort Road or street is a public highway having a present width of Sixty-six (66) feet and that the first and second parties have caused or will cause said highway to be widened up to the rights-of-way of said Railroads so that the same shall be Two Hundred and Four (204) feet wide. The first and second parties agree to provide such additional width of the said highway, except on property owned or controlled by the Railroads, so far as the same is necessary to the construction of the grade separation project as shown on "Exhibit A."

Each of said Railroads, in respect of its several rights-of-way at the place where said grade separation project is located, hereby grants to the first and second parties, as their interests and jurisdiction may be, the right to construct, operate and maintain a bridge to be used as a part of said public highway known as Fort Road or Fort Street, as enlarged and widened as aforesaid, according to the profiles, plans, maps and specifications therefor herein mentioned and set forth, over and across its respective right-of-way and Railroad, at the point and place shown on the map

"Exhibit A" hereto annexed and made a part hereof, the said portion of the right-of-way of the respective Railroads being shown in colors as follows: Wabash Railroad being shown in red; the Pennsylvania Railroad being shown in green and the Michigan Central Railroad being shown in yellow; together with the right to extend the foundations of the piers and abutments carrying said bridge on and into the respective rights-of-way of each of said Railroads at the places and in the dimensions shown on said plan marked "Exhibit A."

Each of said Railroads in respect of its several rights-of-way also hereby grants to the first and second parties as their interests and jurisdiction may be, the right, including the right to permit public utilities, to construct, place, maintain, use, repair and renew, over or underneath, as the case may require, that part of their respective rights-of-way within the lines of the Two Hundred and Four (204) foot highway, as delineated on said "Exhibit A" if the same were extended across the said several rights-of-way, transmission lines, telephone and telegraph lines, sewers, water pipes, gas mains and conduits therefor, and other like public facilities using public streets and highways, on the following terms and conditions:

(a) All structures placed and maintained underneath the tracks shall be at a depth of not less than Three (3) feet below the base of the rails of each of said Railroads.

(b) All structures carried over said rights-of-way shall be placed and maintained not less than Nineteen (19) feet over the top of the rails of said Railroad tracks respectively.

(c) If at any time the said Railroads, or any of them, shall lower or raise the present grade of their, or its track, or tracks, which each Railroad hereby reserves the right to do, then in that event the first and second parties, as their interests and jurisdiction may be, agree to lower or raise, or cause to be lowered or raised, said structures so as to maintain clearances not less than those above required.

(d) All work herein contemplated shall be performed and maintained to the satisfaction of the Chief Engineer of each of said Railroads as regards its respective right-of-way, and upon the presentation of proper bills therefor the expense incurred by each or any of said Railroads for supporting its track or tracks during the performance of any such work shall be paid to each of said Railroads as its interest may appear.

5. The said party of the first part agrees to reimburse the party of the second part for any and all expenditures of said second party resulting from the obligations of said first and second parties to widen Fort Road to Two Hundred and Four (204) feet as

contained in the first paragraph of Section 4 of this agreement.

6. The party of the second part agrees to conduct any litigation which it may become necessary for it to conduct in order to institute and complete the construction of said grade separation and in order to discharge the obligations of the first and second parties involved in Section 2 and the first paragraph of Section 4 of this agreement and the party of the first part agrees to reimburse the party of the second part for any and all expenditures of said second party resulting from the obligation of said second party contained in this Section 6 of this agreement.

7. In addition to the other obligations of the Board and except as otherwise provided in this agreement, the Board shall construct and build or cause to be constructed and built at its own expense the entire work involved in said change and separation of grades, including the substructure and superstructure of all bridges over the Railroad tracks and over street intersections; all retaining walls; highway fill; removal of existing paving where necessary; grading; paving or repaving; sidewalks; curbs; stairways; fences, abutments; piers; handrail; light posts; lighting fixtures, conduit, wiring, etc.; sodding; drainage structures for highway and for viaduct; all said work shall be done in accordance with the profiles, map, plan and general specifications hereto attached and made a part hereof being "Exhibit A."

8. The City shall, at its own expense, move, remove, construct and reconstruct all City owned public utilities affected by the construction of the grade separation and shall do all other work necessary in connection with said City owned public utilities in order to cause them to conform to the requirements of the plans for the grade separation.

9. Each Railroad shall co-operate with the Board in the Board's undertakings under this agreement in order that the work involved shall be facilitated and shall be completed at the earliest possible date. Each Railroad shall provide any siding facilities which may be needed by the Board and which it may be feasible for the Railroad to provide and the cost of the work of providing such siding facilities insofar as said cost is not covered in the requirements of "Schedule B" hereinafter mentioned shall be reimbursed to that Railroad by the Board.

10. The Wabash Railroad as its portion of the total expense of the improvements provided for in this agreement, agrees to contribute and pay in the manner herein provided the sum of Two Hundred Thirty-one Thousand Seven Hundred Ninety-five Dollars (\$231,795.00). As part of said

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payment the Wabash Railroad agrees to construct, install and perform the work specified, mentioned and described in the schedule hereto attached and marked "Exhibit B" the value of which work is hereby fixed at the sum of Sixty Thousand Nine Hundred Fifty Dollars (\$60,950.00) which shall be considered and treated as part payment of said total contribution of said Wabash Railroad.

The remaining portion of said contribution, to-wit: One Hundred Seventy Thousand Eight Hundred Forty-five Dollars (\$170,845.00) shall be paid to the Board as follows: Fifteen Thousand Dollars (\$15,000.00) upon initiation of actual construction of the substructure of the bridge carrying the highway over the right-of-ways of the Railroad; Thirty-five Thousand Dollars (\$35,000.00) when the substructure for the bridge carrying the highway over the right-of-ways of the Railroads has been completed to a stage permitting the erection of the superstructure of the bridge; Thirty-five Thousand Dollars (\$35,000.00) when the superstructure of the bridge carrying the highway over the right-of-ways of the Railroads has been completed to a stage which would permit its use by highway traffic; Thirty-five Thousand Dollars (\$35,000.00) upon completion of all retaining walls and of the substructure of all bridges other than the bridge carrying the highway over the right-of-ways of the Railroads; Thirty-five Thousand Dollars (\$35,000.00) upon completion of all physical work except paving, sidewalks, curbs and handrail; and Fifteen Thousand Eight Hundred Forty-five Dollars (\$15,845.00) upon completion of all work involved to the Board hereunder except the determination of damages to abutting property; which payments shall be made upon certificates of the said party of the first part upon the completion of the parts of said work as above set forth, provided that the Wabash Railroad shall not be required to make any of said last six payments before April 1, 1928.

11. The Pennsylvania Railroad as its portion of the total expense of the improvements provided for in this agreement, agrees to contribute and pay in the manner herein provided the sum of Two Hundred One Thousand Two Hundred Fifty-eight Dollars (\$201,258.00). As part of said payment the Pennsylvania Railroad agrees to construct, install and perform the work specified, mentioned and described in the schedule hereto attached and marked "Exhibit B" the value of which work is hereby fixed at the sum of Eighteen Thousand Nine Hundred Seventy-five Dollars (\$18,975.00), which shall be considered and treated as part payment of

said total contribution of said Pennsylvania Railroad.

The remaining portion of said contribution, to-wit: One Hundred Eighty-two Thousand Two Hundred Eighty-three Dollars (\$182,283.00), shall be paid to the Board as follows: Seventeen Thousand Dollars (\$17,000.00) upon initiation of actual construction of the substructure of the bridge carrying the highway over the right-of-ways of the Railroads; Thirty-seven Thousand Dollars (\$37,000.00) when the substructure for the bridge carrying the highway over the right-of-ways of the Railroads has been completed to a stage permitting the erection of the superstructure of the bridge; Thirty-seven Thousand Dollars (\$37,000.00) when the superstructure of the bridge carrying the highway over the right-of-ways of the Railroads has been completed to a stage which would permit its use by highway traffic; Thirty-Seven Thousand Dollars (\$37,000.00) upon completion of all retaining walls and of the substructure of all bridges other than the bridge carrying the highway over the right-of-ways of the Railroads; Thirty-seven Thousand Dollars (\$37,000.00) upon completion of all physical work except paving, sidewalks, curbs and handrail; and Seventeen Thousand Two Hundred Eighty-three Dollars (\$17,283.00) upon completion of all work involved to the Board hereunder except the determination of damages to abutting property; which payments shall be made upon certificates of the said party of the first part upon the completion of the parts of said work as above set forth, provided that the Pennsylvania Railroad shall not be required to make any of said last six payments before April 1, 1928.

12. The Michigan Central Railroad as its portion of the total expense of the improvements provided for in this agreement, agrees to contribute and pay in the manner herein provided the sum of One Hundred Eighty-two Thousand Six Hundred Fifty-seven Dollars (\$182,657.00). As part of said payment the Michigan Central Railroad agrees to construct, install and perform the work specified, mentioned and described in the schedule hereto attached and marked "Exhibit B" the value of which work is hereby fixed at the sum of One Thousand Four Hundred Ninety-five Dollars (\$1,495.00), which shall be considered and treated as part payment of said total contribution of said Michigan Central Railroad.

The remaining portion of said contribution, to wit: One Hundred Eighty-one Thousand One Hundred Sixty-two Dollars (\$181,162.00) shall be paid to the Board as follows: Sixteen Thousand Dollars (\$16,000.00) upon initiation of actual construction of

the substructure of the bridge carrying the highway over the right-of-ways of the Railroads; Thirty-seven Thousand Dollars (\$37,000.00) when the substructure for the bridge carrying the highway over the rights-of-way of the Railroads has been completed to a stage permitting the erection of the superstructure of the bridge; Thirty-seven Thousand Dollars (\$37,000.00) when the superstructure of the bridge carrying the highway over the right-of-ways of the Railroads has been completed to a stage which would permit its use by highway traffic; Thirty-seven Thousand Dollars (\$37,000.00) upon completion of all retaining walls and of the substructure of all bridges other than the bridge carrying the highway over the right-of-ways of the Railroads; Thirty-seven Thousand Dollars (\$37,000.00) upon completion of all physical work except paving, sidewalks, curbs and handrill; and Seventeen Thousand One Hundred Sixty-two Dollars (\$17,162.00) upon completion of all work involved to the Board hereunder except the determination of damages to abutting property; which payments shall be made upon certificates of the said party of the first part upon the completion of the parts of said work as above set forth, provided that the Michigan Central Railroad shall not be required to make any of said last six payments before April 1, 1928.

13. The direct supervision and inspection of any part of the work under this agreement shall be handled by the party administering that portion of the work but the right is reserved by each other party hereto to make such inspection of any party's work as may be deemed necessary to protect the interest of said other party with the understanding that all complaints and suggestions will be referred to the party administering the part of the work in question and not to the contractor for said party.

14. Each Railroad agrees to proceed with its track work and with the work of constructing any necessary temporary tracks and track relocations for the maintenance of its traffic, promptly upon signing of this agreement by the parties hereto and all of the parties to this agreement agree to pursue the work diligently and to co-operate in a program looking towards the completion of all the work involved hereunder on or before June 1, 1929.

15. The work shall be so organized and carried out as to permit highway and railroad traffic to continue to use the existing crossing throughout the construction activities except that if it becomes necessary, in the judgment of the first party, to divert such highway traffic, second party agrees to provide for such temporary

closing of streets within the district of said grade separation upon which it may be necessary to stop public travel during the progress of the work of grade separation and provide for the temporary routing of such highway traffic. The responsibility accruing to each of the parties to this agreement as a result of the presence of highway traffic on and over the existing crossing during the construction of the grade separation shall be the same as it has been heretofore when said highway traffic had full use of the crossing at grade.

16. No party to this agreement shall be liable for injuries to persons or property resulting from improper materials, workmanship or methods of construction employed by any other parties to this agreement or in consequence of any negligence or carelessness on the part of any other party to this agreement, the contractors, officers, agents or employees of said other party, in the execution of the work to be undertaken by said other party; and each party hereto hereby severally covenants and agrees with each of the other parties hereto to indemnify, protect and save harmless the said other parties respectively from all loss, cost, damage and expense, and claims and demands therefor, for which no liability is to attach or be cast upon such other parties respectively as in this section provided.

17. Nothing in this agreement shall be construed as permitting the future construction or use by highway or pedestrian traffic of a crossing of the railroad right-of-ways and tracks at grade after the completion of the grade separation and it is specifically not intended that the proposed pavements on each side of the viaduct structure and at ground level shall be permitted to cross the railroad tracks in the future, and the parties of the first and second parts agree that upon the completion of the grade separation project herein provided for, they shall, at their own expense, vacate or cause to be vacated, all of that part of said Fort Road or street as it now exists which crosses the rights-of-way of said railroads severally, and promptly take all necessary proceedings therefor, reserving, however, to the first and second parties, as their interests and jurisdiction may be, the right, including the right to permit public utilities, to construct, place, maintain, use, repair and renew, over or underneath, as the case may require, that part of their respective rights-of-way within the aforesaid part of Fort Road or street thereby vacated, transmission lines, telephone and telegraph lines, sewers, water pipes, gas mains and conduits therefor, and other like public facilities using public streets and highways, on the same terms and

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conditions set  
hereof.

18. Upon completion of said separation hereto agrees to maintain at its portion of the

19. Nothing shall be construed as construction of this road with right-of-ways of in the limits set the bridge carrying the right-of-way provided the construction of railroad tracks "A" be not enclosed and provided said as to afford protection between the center pliers or abutment structure, and the and second part Michigan Central Pennsylvania Railroad use for railroad of-way of Fort 1

between the abutment that railroad or the face of that abutment the right-of-way provided the clearances be maintained.

20. The City a lighting system for tion to be connected lighting system and nish electric current involved in said g its own expense.

21. This agreement upon the success legal representative parties hereto:

In Witness Whereby hereto have caused to be executed by and thereunto duly attested and year first above

COUNTY OF WABASH  
By BOARD OF COMMISSIONERS  
JOHN S.

EDWARD

Approved  
E. G. R., A  
H. A. S., E  
H. W. B.,  
L. C. S., E  
CITY OF DETROIT  
JOHN C. L

RICHARD

Approved  
C. E. PAGE,  
Asst. C  
WABASH RAILROAD  
J. E. TAUB

conditions set forth in Section 4 hereof.

18. Upon completion of the aforesaid separation of grades each party hereto agrees to renew, repair and maintain at its own expense, that portion of the work constructed by it.

19. Nothing in this agreement shall be construed as preventing the construction of future tracks across this road within the limits of the right-of-ways of the railroads or within the limits set by the abutments of the bridge carrying the highway over the right-of-ways of the railroads, provided the clear head room over railroad tracks as shown on "Exhibit A" be not encroached upon by the construction of such future tracks and provided said tracks be so located as to afford proper side clearance between the center of said tracks and the piers or abutments of the bridge structure, and the parties of the first and second parts hereby permit the Michigan Central Railroad and the Pennsylvania Railroad, respectively, to use for railroad purposes any right-of-way of Fort Road or street lying between the abutment adjacent to that railroad or the line of the front face of that abutment extended and the right-of-way of that railroad provided the clearances mentioned above be maintained.

20. The City agrees to permit the lighting system for the grade separation to be connected into the City's lighting system and thereafter to furnish electric current for the lighting involved in said grade separation at its own expense.

21. This agreement shall be binding upon the successors, assigns, and legal representatives of the respective parties hereto:

In Witness Whereof the parties hereto have caused this agreement to be executed by the proper officers thereunto duly authorized the day and year first above mentioned.

COUNTY OF WAYNE, MICHIGAN,  
By BOARD OF COUNTY ROAD  
COMMISSIONERS,  
JOHN S. HAGGERTY,  
Commissioner;  
EDWARD N. HINES,  
Commissioner.

Approved:

E. G. R., Attorney;  
H. A. S., Engineer;  
H. W. B., Secretary;  
L. C. S., Eng.-Manager.

CITY OF DETROIT, MICHIGAN:  
JOHN C. LODGE,

Mayor;

RICHARD W. READING,  
Clerk;

Approved as to form,

C. E. PAGE,

Asst. Corp. Counsel.

WABASH RAILWAY COMPANY:

J. E. TAUSSIG,

President;

Approved:  
N. S. BROWN,  
Vice President and  
General Solicitor;

C. BARTLETT,  
Vice President in  
Charge of Traffic;

R. H. HOWARD,  
Chief Engineer;

J. S. DANT,  
Superintendent;

S. E. COTTER,  
Vice President and  
General Manager.

THE PENNSYLVANIA RAILROAD  
COMPANY, lessee of and oper-  
ating the railroad of the  
Pennsylvania, Ohio and Detroit  
Railroad Company:

T. B. HAMILTON,  
Vice President.

MICHIGAN CENTRAL RAILROAD  
COMPANY:

HENRY SHEARER,  
Asst. Vice President  
and General Manager.

Approved as to form,  
S. S. CAMP,  
Asst. Gen. Solicitor;

Approved,  
MR. BANT,  
Chief Engineer,  
Western Region.

"EXHIBIT B"

Schedule of Work to be Performed by  
Each Railroad at Its Own  
Expense

1. Temporarily relocate its tracks in such a manner as to permit the construction of all foundation units for the bridges carrying the highway across the Railroads. In general the temporary location of tracks shall be such as to provide a minimum of nine feet between the edge of the footing and the center of any temporary track which is in use during the construction of that footing. In order to avoid as much temporary track relocation as possible the Board will conform to the following program in the construction of footing units:

The footings for both abutments and for Piers 5 and 4 will be constructed during the first stage of the program; the footings for Piers 6, 3 and 1 will be constructed during the second stage of the program; and the footing for Pier 2 will be constructed as the final stage of the program.

2. Relocate, reconstruct and restore its permanent tracks where necessary to cause them to conform to the proposed foundation units for the viaduct.

3. Do all Railroad signal work; track work; grading; drainage work for Railroad right-of-way; ballasting

and reballasting; and all similar Railroad work involved in connection with Sections 1 and 2 of this schedule and make all provisions for maintaining its Railroad traffic during the construction of the separation of grades.

(For map see file of this date.)

By Councilman Castator:

Resolved, That resolution adopted February 7, 1928 (J. C. C. p. 199), authorizing the Mayor and City Clerk to execute the proposed agreement between the Board of County Road Commissioners, Wabash Railway Co., Pennsylvania Railroad Co., Michigan Central Railroad Co. and the City of Detroit providing for the separation of grades at the railroad crossings and Fort Road be and the same is hereby rescinded.

Adopted as follows:

Yeas—Councilmen Bradley, Castator, Dingeman, Ewald, Kronk, Littlefield, Walters and the President—8.  
Nays—None.

By Councilman Castator:

Resolved, That the revised contract between the Board of County Road Commissioners, Wayne County, Michigan, the Wabash Railway Company, the Pennsylvania Railroad Company, the Michigan Central Railroad Company and the City of Detroit covering the separation of grades at the railroad crossings and Fort Road be and the same is hereby approved, and the Mayor and City Clerk be and they are hereby authorized to execute said contract on behalf of the City of Detroit.

Adopted as follows:

Yeas—Councilmen Bradley, Castator, Dingeman, Ewald, Kronk, Littlefield, Walters and the President—8.  
Nays—None.

From the Department of Public Works  
To the Honorable, the Common Council:

Gentlemen—The Department of Public Works submits, under the amended charter, provisions relative to sidewalks, crosswalks or driveways, a list of descriptions of properties requiring stone, cement or concrete sidewalks, crosswalks or driveways to be constructed or reconstructed, and respectfully asks that the accompanying resolution be adopted, in order that notice may be advertised to construct or reconstruct the same, and if said notices are not complied with, that this Department be allowed to proceed to construct or reconstruct the sidewalks, crosswalks or driveways mentioned.

Respectfully submitted,  
JOHN W. REID,  
Commissioner.

By Councilman Castator:

Whereas, The Common Council of the City of Detroit deems it necessary to construct or reconstruct brick, natural stone, artificial stone, cement or concrete sidewalks, crosswalks or driveways, upon the descriptions of property hereinafter described, therefore,

Resolved, That the Department of Public Works be and is hereby instructed to serve notices upon the owners or agents of the property hereinafter described, to construct or reconstruct brick, natural stone, artificial stone, cement or concrete sidewalks, crosswalks or driveways, and in default thereof by them the Department of Public Works proceed to construct or reconstruct such sidewalks, crosswalks or driveways.

The following is a description of the property:

West side Waltham between State Fair and Fairmont, lots 540, 541, 542, 543.

North side State Fair between Waltham and Barlow, lots 530, 531, 532, 533, 534, 535.

North side State Fair between Waltham and Barlow, lots 544, 545, 546, 547, 548, 549.

East side Albany between Seven Mile Road and Emery, lot 45.

West side Albany between Emery and Lantz, lot 52.

South side Six Mile Road between Mound and Syracuse, lot O. L.

South side Luce between Syracuse and Mound, lot 152.

North side Norris between Syracuse and Mound, lot 151.

East side Syracuse between Luce and Desner, lot 505.

Adopted as follows:

Yeas—Councilmen Bradley, Castator, Dingeman, Ewald, Kronk, Littlefield, Walters and the President—8.  
Nays—None.

From the Department of Public Works

To the Honorable, the Common Council:

Gentlemen—Lateral Sewers No. 4843, 4951, 4985, Assessment Rolls Nos. 10, 153, 10261, 10295, heretofore approved and confirmed by your Honorable Body, have been completed according to plans and specifications and accepted for the city.

Respectfully submitted,

JOHN W. REID,  
Commissioner.

By Councilman Castator:

Resolved, That the Department of Public Works be and is hereby directed to draw a voucher on the Public Sewer Fund in payment of the cost of the city arms, if any, on Lateral Sewers Nos. 4843, 4951, 4985, and

Assessment Roll  
10295.  
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From the Dep

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- Alley No. 3456
- Alley No. 3473
- Alley No. 3477
- Alley No. 3481
- Alley No. 3482