

OFFICE
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XOI OF 82073 #14

A-14

Agreement date July 9, 1929

JOBS NOS. 113 & 132

J.C.C. July 9, 1929

DIX-FORT - PERE MARQUETTE RAILWAY
and
PENNSYLVANIA RAILROAD PROJECTS

pp. 1889 to 1904

FORT ST. (M-85)
UNDER CR & CSX
BETWEEN ROUGE RIVER
AND DEARBORN AVE.

AGREEMENT

Maintenance

pg 33
BRIDGE IS 100% RRS RESP.

also pg 26

Between

BOARD OF COUNTY ROAD COMMISSIONERS OF WAYNE COUNTY

and

CITY OF DETROIT

and

CITY OF DEARBORN

and

DEPARTMENT OF STREET RAILWAYS OF THE CITY OF DETROIT

and

EASTERN MICHIGAN TOLEDO RAILROAD

and

PERE MARQUETTE RAILWAY COMPANY

and

PENNSYLVANIA RAILROAD COMPANY

oOo

Received upon
completion with final
agreement
7/18/29

THIS AGREEMENT, made this 9th day of July A.D., 1929, 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 of Detroit, party of the second part; the CITY OF DEARBORN, Michigan, hereinafter referred to as the City of Dearborn, party of the third part; the DEPARTMENT OF STREET RAILWAYS OF THE CITY OF DETROIT, hereinafter referred to as the Detroit Street Railway, party of the fourth part; EASTERN MICHIGAN TOLEDO RAILROAD, a corporation organized and existing under the laws of the State of Michigan, having its principal offices at Highland Park, Michigan, successor to and hereinafter referred to as the Detroit United Railway, party of the fifth part; PERE MARQUETTE RAILWAY 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 Pere Marquette Railroad, party of the sixth part; and THE PENNSYLVANIA RAILROAD 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, and lessee of and operating the railroad of the Pennsylvania, Ohio and Detroit Railroad Company, hereinafter referred to as the Pennsylvania Railroad, party of the seventh 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 Street is a part of the County road system of Wayne County at and in the vicinity of the Fort Street crossing of the Railroads hereinbefore mentioned in that section of Detroit adjacent to and easterly from the Rouge River, and as such has been taken over by the Board and to the ex-

tent provided by law is under the control and jurisdiction of the Board and of the City of Detroit;

AND WHEREAS, the public highway located in the City of Dearborn, in the County of Wayne and State of Michigan, commonly known as Dix Road and also designated as Dix Avenue, is a part of the County road system of Wayne County at and in the vicinity of the Dix Road crossing of the Railroads hereinbefore mentioned in that section of the City of Dearborn adjacent to and easterly from Miller Road, and as such has been taken over by the Board and to the extent provided by law is under the control and jurisdiction of the Board and of the City of Dearborn;

AND WHEREAS, the said Fort Street and the said Dix Road cross at grade the right-of-ways and tracks of the Railroads in the locations above described in the City of Detroit and in the City of Dearborn respectively;

AND WHEREAS, the Board adopted a resolution on the 24th day of August, A.D., 1928, declaring the necessity for the separation of grades at each of the aforesaid crossings, and similarly the Common Council for the City of Detroit adopted a resolution on the 24 day of August, A.D., 1928, declaring the necessity for the separation of grades at the aforesaid Fort Street crossing of the Railroads, and the Common Council for the City of Fordson (now the City of Dearborn) adopted a resolution on the 19th day of July, A.D., 1928, declaring the necessity for the separation of grades at the aforesaid Dix Road crossing of the Railroads;

AND WHEREAS, it is desired by the parties hereto to discontinue said grade crossings and to separate the grades at each of these crossings by elevating the grades of the Railroads, lowering the grades of Fort Street and Dix Road, and providing an overhead crossing for the Railroads at each of these highways, as indicated for the Fort Street

crossing on "Exhibit A", attached, identified by the signatures of the Engineer-Manager for the Board, of the City Engineer of the City of Detroit, of the Chief Engineer of the Detroit Street Railway, of the Chief Engineer for the Detroit United Railway, of the Chief Engineer of the Pere Marquette Railroad, and of the Chief Engineer - Western Region of the Pennsylvania Railroad, and made a part of this agreement, and as indicated for the Dix Road crossing on "Exhibit D", attached, identified by the signatures of the Engineer-Manager for the Board, of the City Engineer of the City of Dearborn, of the Chief Engineer of the Detroit Street Railway, of the Chief Engineer of the Pere Marquette Railroad, and of the Chief Engineer - Western Region of the Pennsylvania Railroad, and made a part of this agreement;

AND WHEREAS, it is desired by the Board, the City of Detroit, the City of Dearborn, and the Railroads parties to this agreement that upon completion of the grade separations herein provided for the existing grade crossing of the tracks and right-of-ways of the Railroads at Dearborn Avenue (sometimes called Miller Road) in the neighborhood of Baby Creek be abandoned and vacated as indicated on "Exhibit C", attached, identified by the signatures of the Engineer-Manager for the Board, of the City Engineer of each of the Cities, the Chief Engineer of the Detroit Street Railway, the Chief Engineer of the Detroit United Railway, of the Chief Engineer of the Pere Marquette Railroad, and of the Chief Engineer-Western Region of the Pennsylvania Railroad, and made a part of this agreement;

AND WHEREAS, it is desired by the City of Detroit and by other parties to this agreement and is necessary to the consummation of the grade separation projects involved herein that the proposed outlet for the Lonyo Road Sewer, hereinafter called the Lonyo Scwer Extension, at Baby Creek be constructed at this time under the Railroads, the pro-

posed location for the same being approximately Two Hundred (200) feet southeast of the trestles now carrying the Railroads over Baby Creek, and furthermore, the proposed profile for the change in grade of said Railroads from the aforesaid separation of grades at Fort Street to the aforesaid separation of grades at Dix Road as shown on "Exhibit E", attached, identified by the signatures of the Engineer-Manager for the Board, the City Engineer of each of the Cities, the Chief Engineer of the Pere Marquette Railroad, and the Chief Engineer - Western Region of the Pennsylvania Railroad, and made a part of this agreement, entails a raise in grade on the part of the Railroads at Baby Creek of approximately Seven (7) feet and these circumstances make it possible that the railroad trestles be abandoned in favor of said Lonyo Sewer Extension and that Baby Creek be filled at the existing railroad trestles;

AND WHEREAS, the closure of Dearborn Avenue (sometimes called Miller Road) at its crossing of the Railroads adjacent to Baby Creek as hereinbefore mentioned makes it imperative that continuous streets be available for highway traffic on each side of the Railroads and adjacent to the Railroads and extending from Fort Street in the City of Detroit to Dix Road in the City of Dearborn;

AND WHEREAS, the City of Detroit has acquired by purchase a right-of-way connecting Industrial Avenue in Dearborn with Dearborn Avenue (sometimes called Miller Road) in the City of Detroit and across Baby Creek thereby providing the necessary connecting link of right-of-way for a continuous highway on the northeasterly side of the Railroads;

AND WHEREAS, in order that a similar highway be provided on the southwesterly side of the Railroads a permanent right-of-way for highway purposes must become available across property owned by the Pere Marquette Railroad and across property owned by other parties and extending from Fort Street to Dearborn Avenue (sometimes called Miller

Road) as shown on "Exhibit C" hereinbefore mentioned;

AND WHEREAS, it has heretofore been determined by the Board and by the City of Detroit that a section of Fort Street shall be widened to a width of One Hundred Twenty(120) feet including that part between Reisener Street and Woodmere Avenue in the City of Detroit;

AND WHEREAS, the raise in grade of the Railroads at Fort Street necessitates a raise in grade of certain sidings of the Michigan Central Railroad south of Fort Street and adjacent to Barron and Forman Avenues;

AND WHEREAS, the change in grade of Fort Street and the elevation of the grade of the Railroads at Fort Street and adjacent thereto as hereinbefore mentioned make it desirable and necessary that the entrance of Forman Avenue into Fort Street be closed and make it necessary that the grades of certain other streets and alleys south of Fort Street in the City of Detroit be changed to meet the Railroad track elevations involved, and make it necessary that the alley south of Barron Avenue and the alley East of Forman Avenue be closed on the right-of-way of the Pennsylvania Railroad, as shown on "Exhibit B", hereto attached, identified by the signatures of the Engineer-Manager of the Board, the City Engineer of Detroit, the Chief Engineer of the Pere Marquette Railroad, and the Chief Engineer - Western Region of the Pennsylvania Railroad, and made a part of this agreement;

AND WHEREAS, the change in grade of Fort Street as hereinbefore mentioned will require the relocation and reconstruction of certain public utilities owned and operated by the City of Detroit, including service lines and provisions for the public lighting, police and fire Departments, and water lines, sewers, etc., together with service connections to adjacent property;

AND WHEREAS, the change in grade of Fort Street as hereinbefore mentioned will require the relocation and reconstruction of elec-

tric railway tracks and facilities owned and operated by the Detroit United Railway and by the Detroit Street Railway respectively;

AND WHEREAS, the change in grade of Dix Road as hereinbefore mentioned will require the relocation and reconstruction of certain public utilities owned or operated by the City of Dearborn, including service lines and provisions for public lighting, police and fire departments, and water lines, sewers, etc., together with service connections to adjacent property;

AND WHEREAS, it is impracticable and undesirable to depress Industrial Avenue at Dix Road in the City of Dearborn to meet the change in grade of Dix Road and it is therefore necessary that the grade of Industrial Avenue be raised and that a bridge be provided to carry said Industrial Avenue over Dix Road as shown on "Exhibit D" hereinbefore mentioned;

AND WHEREAS, it is necessary that a right-of-way for Industrial Avenue be provided north of Dix Road and north of the abovementioned bridge for Industrial Avenue, said right-of-way for Industrial Avenue to cross certain property owned by the Pere Marquette Railroad and certain other properties owned by other parties to join Ferndale Avenue at Ferney Avenue in the City of Dearborn as shown on the aforesaid "Exhibit D";

AND WHEREAS, Ferndale Avenue as it now exists north of Dix Road is inadequate in width and will become more so upon the extension of Industrial Avenue as hereinbefore mentioned;

AND WHEREAS, the widening of Ferndale Avenue will require that certain property owned by the Detroit Street Railway be dedicated to the City of Dearborn for street purposes and that certain other property be acquired therefor;

AND WHEREAS, it is agreed that the right-of-way of Dix Road shall be widened where necessary in order to provide a minimum width of

One Hundred Twenty (120) feet at all points between Miller Road and the aforesaid railroad crossing of Dix Road;

AND WHEREAS, the present connection between Industrial Avenue and Dix Road (marked South Drive on "Exhibit D") and serving the property south of the Forty (40) foot strip of right-of-way owned by the Detroit Street Railway and east of the Railroads shall be maintained and its grade changed to conform with "Exhibit D" hereinbefore mentioned;

AND WHEREAS, the said change in grade of the said South Drive requires that the grade of certain streets and alleys south of Dix Road and east of the Railroads be changed accordingly as shown on "Exhibit D" hereinbefore mentioned;

AND WHEREAS, the Detroit Street Railway now owns or controls, and uses a right-of-way strip Forty (40) feet wide extending from Ferndale Avenue westerly to Industrial Avenue and lying between the existing Sixty-six (66) foot right-of-way of Dix Road and the existing Thirty-two (32) foot right-of-way of the aforementioned South Drive and also owns or controls, and uses a right-of-way strip Forty (40) feet wide extending southerly from their aforementioned Forty (40) foot right of-way strip at Dix Road to Dearborn Avenue (sometimes called Miller Road) in the City of Detroit said latter Forty (40) foot strip lying between the existing Fifty (50) foot right-of-way of Industrial Avenue and the right-of-way of the Pere Marquette Railroad as shown on "Exhibit C" and "Exhibit D" hereinbefore mentioned;

AND WHEREAS, it is proposed that the said Forty (40) foot strips of right-of-way owned by the Detroit Street Railway be used for highway purposes and the tracks of the Detroit Street Railway be relocated in Dix Road, Ferndale Avenue and Industrial Avenue as shown on "Exhibit C" and "Exhibit D", and the tracks of the Detroit Street Railway be carried over Dix Road on the aforementioned highway bridge for Industrial Avenue;

AND WHEREAS, during the construction of the aforesaid Fort Street grade separation the Detroit United Railway desires to maintain its traffic by re-routing the same over the Detroit Street Railway tracks on Dearborn Avenue in the City of Detroit north of Fort Street and over temporary tracks crossing the Pere Marquette property north of Fort Street and crossing the tracks of the Railroads at grade and temporarily re-entering Fort Street in the neighborhood of Reissener Street;

AND WHEREAS, during the construction of the aforesaid Fort Street grade separation highway traffic will be maintained north of Fort Street on Dearborn Avenue and on a temporary highway crossing the property, right-of-way, and tracks of the Pere Marquette Railroad and of the Pennsylvania Railroad;

NOW THEREFORE, in consideration of the premises and the mutual agreements and undertakings of the parties hereto it is agreed:

1. The Board and the City of Detroit 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 Fort Street shall be depressed and the minimum height to which said Railroads shall be raised and the minimum underclearance above the highway of bridges required to carry the tracks of said Railroads to provide for the separation of grades at the Fort Street crossing of the Railroads and as showing the details of construction necessary to such separation of grades at said crossing.

2. The Board and City of Detroit shall by proper action provided by law, change and lower the grade of said Fort Street at said crossing so as to permit the separation of grades in accordance with the profiles, map and plan marked "Exhibit A", and they shall thereby author-

ize the construction of the tracks of said Railroads overhead across said Fort Street, said Board and City of Detroit 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 the said Fort Street and all costs, expenses, charges or liability in any proceeding which may be instituted to prevent the said separation of grades at Fort Street, it being understood that the performance of this contract on the part of each Railroad shall release and discharge said Railroads (individually and collectively) 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 said Board and City of Detroit to adjust or pay such damages, costs or expenses in connection with such grade separation and change of grade, and the said Board and City of Detroit 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 and each of the Railways party to this agreement hereby waives any and all claims for damages by reason of the change of grade of said Fort Street to any abutting property owned or controlled by it within the district shown on said "Exhibit A".

3. The Board agrees to reimburse the City of Detroit for any and all expenditures of said City of Detroit resulting from the obligation to said Board and City of Detroit contained in Section Two of this agreement.

4. The Board and the City of Detroit agree to provide at their own expense such additional right-of-way for Fort Street, except on

property owned or controlled by the Railroads and except on property owned or controlled by the Detroit Street Railway, including the widening of Fort Street, as may be necessary to carry out the construction of the grade separation and as shown on "Exhibit A".

The Pere Marquette Railroad agrees to dedicate to the public, for highway purposes and for widening the existing right-of-way of Fort Street across the right-of-way and property and under the tracks of the Pere Marquette Railroad at the point and place shown on the map marked "Exhibit A" hereto annexed, a right-of-way being more particularly described as follows:

A part of Lot 15 of the subdivision of the Shipyard Tract, situated in the City of Detroit, Wayne County, Michigan, more particularly described as follows: Beginning at the intersection of the present northerly line of Fort Street with the new easterly line of River Rouge; thence North $27^{\circ}19'50''$ W., 10 feet along said new easterly line to a point distant 60 feet northerly at right angles from the present center line of Fort Street; thence North $60^{\circ}32'10''$ E., parallel to said present center line of Fort Street 131.11 feet to a point; thence North $58^{\circ}17'30''$ E., parallel to the relocated center line of Fort Street and distant 60 feet northerly at right angles therefrom 697.34 feet to a point; thence North $60^{\circ}30'$ E., continuing parallel to and distant 60 feet northerly from the said relocated center line of Fort Street 377.46 feet to a point on the easterly line of the Pere Marquette Railroad property; thence South $29^{\circ}34'$ E., along the said easterly line of the Pere Marquette Railroad property 54 feet to a point on the present northerly line of Fort Street; thence South $60^{\circ}30'$ W., along said present northerly line of Fort Street 376.48 feet to a point; thence South $60^{\circ}31'30''$ W., continuing along said present northerly line 495.32 feet to a point on the easterly line of Reisener Street extended northerly;

thence North $29^{\circ}28'30''$ W., along said easterly line of Reisener Street extended 17 feet to a point; thence South $60^{\circ}32'10''$ W., along the present northerly line of Fort Street 334.20 feet to the place of beginning, containing 1.068 acres more or less.

The Detroit Street Railway hereby agrees to dedicate to the public for public highway purposes and for widening the existing right-of-way of Fort Street across property owned or controlled by said Detroit Street Railway within the region shown on the aforesaid "Exhibit A" two parcels of right-of-way being more particularly described as follows:

Parcel One - Beginning at a point on the present northerly line of Fort Street said point being South $60^{\circ}30'$ W. along said present northerly line of Fort Street 229.85 feet from the westerly line of Dearborn Avenue said point of beginning being in Lot 15 of the subdivision of the Shipyard Tract, City of Detroit, Wayne County, Michigan, as recorded in Liber 47 of Deeds, Page 469, and being 33 feet measured at right angles from the center line of Fort Street as originally established, and proceeding thence South $60^{\circ}30'$ W., along said present northerly line of Fort Street 119.95 feet to a point; thence North $29^{\circ}34'$ W. 54 feet to a point distant 60 feet northerly at right angles from the relocated center line of Fort Street; thence North $60^{\circ}30'$ E., parallel to said relocated center line and distant 60 feet therefrom 120.06 feet to a point; thence South $29^{\circ}27'$ E. 54 feet to the point of beginning. Said parcel contains 0.149 acres more or less.

Parcel Two - Beginning at a point on the present northerly line of Fort Street said point being South $60^{\circ}30'$ W. along said present northerly line of Fort Street 349.80 feet from the westerly line of Dearborn Avenue, said point of beginning being in Lot 15 of the subdivision of the Shipyard Tract, City of Detroit, Wayne County, Michigan, as re-

corded in Liber 47 of Deeds, Page 469, and being 33 feet measured at right angles from the center line of Fort Street as originally established, and proceeding thence South $60^{\circ}30'$ W., along said present northerly line of Fort Street 120 feet to a point; thence North $29^{\circ}34'$ W. 54 feet to a point distant 60 feet northerly at right angles from the relocated center line of Fort Street; thence North $60^{\circ}30'$ E., parallel to said relocated center line and distant 60 feet therefrom 120 feet to a point; thence South $29^{\circ}34'$ E., 54 feet to the point of beginning. Said parcel contains 0.149 acres more or less.

It is the intention to dedicate in said two parcels from the Detroit Street Railway so much of the property of the Detroit Street Railway lying in Lot 15 of the Shipyard Tract as lies south of a line drawn parallel to and 60 feet northerly at right angles from the relocated center line of Fort Street.

5. The Board agrees to reimburse the City of Detroit for any and all expenditures of said City of Detroit resulting from the obligations of the Board and City of Detroit contained in Section Four of this agreement.

6. The City of Detroit agrees to conduct any litigations which it may become necessary for it to conduct in order to effectuate and complete the construction of the grade separation at the Fort Street crossing of the said Railroads and in order to discharge the obligations of the Board and the City of Detroit involved in Sections Two and Four of this agreement.

7. The Board agrees to reimburse the City of Detroit for any and all expenditures of said City of Detroit resulting from the obligations of said City of Detroit contained in Section Six of this agreement.

8. The Board and the City of Dearborn shall by proper action in the manner provided by law adopt the lines shown on the aforesaid pro-

files, map and plan marked "Exhibit D" and made a part hereof, as the profiles permanently fixing the levels to which Dix Road shall be depressed and the minimum height to which said Railroads shall be raised and the minimum underclearance above the highway of bridges required to carry the tracks of said Railroads to provide for the separation of grades at the Dix Road crossing of the Railroads and as showing the details of construction necessary to such separation of grades at said crossing.

9. The Board and the City of Dearborn shall by proper action provided by law, change and lower the grade of said Dix Road at said crossing so as to permit the separation of grades in accordance with the profiles, map and plan marked "Exhibit D", and they shall thereby authorize the construction of the tracks of said Railroads overhead across said Dix Road, said Board and City of Dearborn 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 Dix Road and all costs, expenses, charges or liability in any proceeding which may be instituted to prevent the said separation of grades at Dix Road, it being understood that the performance of this contract on the part of each Railroad shall release and discharge said Railroads (individually and collectively) 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 Board and City of Dearborn to adjust or pay such damages, costs or expenses in connection with such grade separation and change of grade, and the said Board and City of Dearborn 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 herein

after mentioned) without charge, recourse to, or recharge over against said Railroads and each of the said Railroads and the Detroit Street Railway hereby waives any and all claims for damages by reason of the change of grade of said Dix Road to any abutting property owned or controlled by it within the district shown on said "Exhibit D".

10. The Board agrees to reimburse the City of Dearborn for any and all expenditures of said City resulting from the obligation to said Board and City contained in Section Nine of this agreement.

11. The Board and the City of Dearborn agree to provide at their own expense such additional right-of-way, except on property owned or controlled by the Railroads, for Dix Road including the widening thereof as may be necessary to carry out the construction of the grade separation as shown on "Exhibit D".

The Pere Marquette Railroad hereby agrees to dedicate to the public for highway purposes and for widening the existing right-of-way of Dix Road across the right-of-way and property and under the tracks of the Pere Marquette Railroad at the point and place shown on the map marked "Exhibit D" hereto annexed, a right-of-way being more particularly described as follows:

A part of private claim 328, lying south of Dix Avenue in the City of Dearborn, Wayne County, Michigan, and more particularly describe as follows: Beginning at the intersection of the present southerly line of Dix Avenue with the line common to P.C. 567 and 328; thence North $28^{\circ}30'$ E., along the said present southerly line of Dix Avenue 119.26 feet to a point; thence South $28^{\circ}28'50''$ E., parallel to said common line 53.67 feet to a point; thence South $28^{\circ}30'$ W., parallel to the said present southerly line of Dix Avenue and distant 45 feet at right angles therefrom 119.26 feet to a point on the said line common to P.C.

567 and 328; thence North $28^{\circ}28'50''$ W., along said common line 53.67 feet to the place of beginning, containing 0.1232 acres more or less.

The Pennsylvania Railroad hereby agrees to dedicate to the public for public highway purposes and for widening the existing right-of-way of Dix Road across the right-of-way and property and under the tracks of the Pennsylvania Railroad at the point and place shown on the map marked "Exhibit D" hereto annexed, a right-of-way being more particularly described as follows:

A part of Lot 2, south of Dix Avenue, of the partition of the estate of Charles Rouleau, deceased. Said land being situated in P.C. 567, City of Dearborn, Wayne County, Michigan, and being part of the land conveyed by deed recorded in Liber 1192 of Deeds, Page 491, and being more particularly described as follows: Beginning at the intersection of the present southerly line of Dix Avenue with the line common to P.C. 567 and 328; thence South $28^{\circ}28'50''$ E., along said common line 53.67 feet to a point; thence South $28^{\circ}30'$ W., parallel to the said present southerly line of Dix Avenue and distant 45 feet therefrom, 39.36 feet to a point; thence North $28^{\circ}28'50''$ W., parallel to said common line 53.67 feet to a point on the present southerly line of Dix Avenue; thence North $28^{\circ}30'$ E. along said southerly line of Dix Avenue 39.36 feet to the place of beginning, containing 0.0407 acres more or less.

12. The Board agrees to reimburse the City of Dearborn for any and all expenditures of said City of Dearborn resulting from the obligations of said Board and City of Dearborn contained in Section Eleven of this agreement.

13. The City of Dearborn agrees to conduct any litigations which it may become necessary for it to conduct in order to effectuate and

complete the construction of the grade separation at the Dix Road crossing of the said Railroads and in order to discharge the obligations of the Board and the City of Dearborn involved in Sections Nine and Eleven of this agreement.

14. The Board agrees to reimburse the City of Dearborn for any and all expenditures of said City of Dearborn resulting from the obligations of said City of Dearborn contained in Section Thirteen of this agreement.

15. It is agreed that Forman Avenue shall be closed from entrance into Fort Street and that the grade of streets south of Fort Street shall be changed to conform to the elevation and grade of tracks of the Pennsylvania and Michigan Central Railroads and that the alley south of Barron Avenue and the alley east of Forman Avenue shall be closed on the right-of-way of the Pennsylvania Railroad, as shown on "Exhibit B".

It is also agreed that the grade of Ferney Avenue south of Dix Road and of the first alley entering Ferney Avenue south of Dix Road shall be changed as shown on "Exhibit D".

16. The City of Detroit and the City of Dearborn agree to abandon and vacate Dearborn Avenue (sometimes called Miller Road) across the right-of-way of the Railroads near Baby Creek as shown on "Exhibit C", and for this purpose each of these Cities agrees to vacate any part and all parts of Dearborn Avenue (sometimes called Miller Road as shown on "Exhibit C" to be vacated lying within that City's jurisdiction, and also lying between the easterly line of the Miller-Fort Cut-off and the easterly line of the right-of-way of the Pere Marquette Railroad, - the said easterly line of the Miller-Fort Cut-off is described as a line extending northwesterly from the northwest corner of Lot No. 1 of Kaier's Fort Street Subdivision as recorded in Liber 22 of Plats, Page 97 to the point at the intersection of the northerly line of Dearborn Avenue

(sometimes called Miller Road) and the easterly line of P.C. 567 said latter point being also the intersection of the westerly line of the right-of-way of the Pere Marquette Railroad and the northerly line of Dearborn Avenue (sometimes called Miller Road) and being also the southerly point of intersection of the converging easterly and westerly right-of-way lines of the Pennsylvania Railroad.

17. The Pere Marquette Railroad agrees to dedicate to the public for highway purposes for the Miller-Fort Cut-off as shown on the aforesaid "Exhibit C", all that part of the following described parcel of land owned or controlled by the Pere Marquette Railroad reserving the right to the Pere Marquette Railroad to lay water, sewer and other pipes that may be required for the industrial or railroad development of its remaining land across the parcel so dedicated; the City of Detroit agrees at its own expense to acquire all parts of said parcel lying within that City and not owned by the Pere Marquette Railroad and not a part of existing streets; and the Board agrees to acquire at its own expense all parts of said parcel lying within the City of Dearborn and not owned by the Pere Marquette Railroad and not a part of existing streets; said parcel being described as:

A parcel of land being partly in the City of Detroit, Michigan and partly in the City of Dearborn, Michigan, said parcel being the right-of-way for a new highway Eighty-six (86) feet in width beginning at the north line of Fort Street, One Hundred Twenty (120) feet wide, and running thence northerly to its intersection with the present Dearborn Avenue (sometimes called Miller Road). Said 86-foot strip of land extends across Lot 15 of the subdivision of the Shipyard Tract, a small piece of acreage adjoining Lot 15 at its northwesterly boundary and Lot 3 of Edwin Jerome's survey of the partition of Lot 1 of P.C. 567 among the heirs of Louis Roula, deceased;

Said parcel being further described as a strip of land 86 feet in width whose easterly boundary is part of a straight line (the entire length of which straight line is approximately 1335 feet) connecting a point at the northwesterly corner of Lot 1 of Kaier's Subdivision of part of P.C. 340 lying south of Fort Street as recorded in Liber 22 of Plats Page 97 with the point of intersection of the north line of Dearborn Avenue (sometimes called Miller Road) and the easterly line of P.C. 567; said latter point being also the intersection of the westerly line of the Pere Marquette Railroad right-of-way and the northerly line of Dearborn Avenue (sometimes called Miller Road) and being also the southerly point of intersection of the converging easterly and westerly right-of-way lines of the Pennsylvania Railroad.

The Board agrees to conduct any litigations which it may become necessary or desirable for it to conduct in order to aid the City of Detroit in the City's obligation as entailed by this Section Seventeen (17) of this agreement.

The City of Dearborn agrees to conduct any litigations which it may become necessary or desirable for it to conduct in order to aid the Board in the Board's obligation as entailed by this Section Seventeen (17) of this agreement and the Board agrees to repay to the City of Dearborn all expense to which said City of Dearborn may be put thereby.

18. The Pere Marquette Railroad agrees to dedicate to the public for highway purposes the right-of-way for the extension of Industrial Avenue as shown on "Exhibit D" across property owned or controlled by the Pere Marquette Railroad north of Dix Road and the parcel so dedicated is described as follows:

A parcel of land in P.C. 328, City of Dearborn, Wayne County, Michigan, more particularly described as follows: Commencing at the

intersection of the center line of Dix Avenue, Sixty-six (66) feet wide, with the line between P.C. 216 and P.C. 328; thence South $28^{\circ}30'$ W. along said center line of Dix Avenue 457.37 feet to a point; thence North $17^{\circ}57'20''$ W., 45.53 feet to a point in the northerly line of Dix Avenue distant northerly 33 feet at right angles from the said center line of Dix Avenue which point is the point of beginning; thence continuing North $17^{\circ}57'20''$ W., 342.20 feet to an intersection with the easterly right-of-way line of the Pere Marquette Railroad, as recorded in Liber 2588, Page 432 of Deeds; thence North $28^{\circ}08'10''$ W. along said easterly right-of-way line 290.90 feet to a point; thence by a curve to the left of 190.25 feet radius, the said curve being tangent to a line which bears South $17^{\circ}36'05''$ W. and passes through the northerly extremity of the last mentioned course, 122.04 feet to a point; thence South $17^{\circ}57'20''$ E., tangent to the aforementioned curve 604.44 feet to a point in the northerly line of Dix Avenue distant northerly 33 feet at right angles from the center line of Dix Avenue; thence North $28^{\circ}30'$ E. along the said northerly line of Dix Avenue 124.17 feet to the point of beginning, containing 1.170 acres more or less.

19. The Detroit Street Railway agrees to dedicate to the public, for highway purposes and for opening a right-of-way for Ferndale Avenue across the right-of-way and property of the Detroit Street Railway at the point and place shown on the map marked "Exhibit D" hereto annexed, a right-of-way being more particularly described as follows:

A part of Lot 1 of the subdivision of the estate of Mary Whitman and a strip in the rear of Lot 1, all situated in P.C. 216, City of Dearborn, Wayne County, Michigan, more particularly described as follows: Beginning at the northwest corner of Lot 1 of the subdivision of the estate of Mary Whitman, said point being in the westerly line of P.C. 216 distant North $28^{\circ}11'$ W. along said westerly line

468.50 feet from the original center line of Dix Avenue 66 feet wide; thence continuing North $28^{\circ}11'$ W. along said westerly line of P.C. 216 11.90 feet to a point on the original north line of Ferndale Avenue (formerly called Toledo Avenue); thence North $61^{\circ}15'50''$ E., along said original north line 117.66 feet to a point on the present westerly line line of Mulkey Avenue produced from the south; thence South $28^{\circ}11'$ E., along said present westerly line of Mulkey Avenue 11.78 feet to the northeast corner of said Lot 1; thence continuing South $28^{\circ}11'$ E., along said present westerly line of Mulkey Avenue 108.22 feet to a point 120 feet southerly at right angles from the original north line of Ferndale Avenue; thence South $61^{\circ}15'50''$ W., parallel to and 120 feet at right angles from the original north line of Ferndale Avenue 117.66 feet to a point on said westerly line of P.C. 216; thence North $28^{\circ}11'$ W., along the said westerly line of P.C. 216, 108.10 feet to the point of beginning, containing 0.3241 acres more or less.

It being the intention to convey by this deed a part of the property described in Liber 1251 of Deeds, Page 146.

20. The Board and the City of Dearborn agree to provide at their own expense all land necessary for the extension of Industrial Avenue as shown on "Exhibit D" north of Dix Road to Ferney Avenue and all land necessary for the widening and opening of Ferndale Avenue from Ferney Avenue to Dix Road as shown on "Exhibit D", except land to be dedicated by the Pere Marquette Railroad as covered by Section Eighteen of this agreement and except land to be dedicated by the Detroit Street Railway as covered by Section Nineteen of this agreement, and the City of Dearborn agrees to conduct any litigations which it may be necessary for it to conduct in connection therewith.

21. The Board agrees to reimburse the City of Dearborn for any and all expenditures of said City of Dearborn resulting from the obligation to said Board and City of Dearborn contained in Section Twenty of this agreement.

22. The Detroit Street Railway agrees to lease for highway purposes to the City of Dearborn, which said lease the said City of Dearborn agrees to accept, its right-of-way along and adjacent to Industrial Avenue and Dix Road from the City Limits of Dearborn and Detroit at Industrial Avenue to and including the intersection of Dix Road and Ferndale Avenue (all said right-of-way lies south of the original Sixty-six (66) foot Dix Road) upon the following terms and conditions, to wit:

(A) The Detroit Street Railway shall at its own expense relocate and reconstruct the tracks, overhead structure and railway equipment, of its electric railway, to accord with "Exhibit C" and "Exhibit D" and the track structure as reconstructed within the limits of the proposed pavements of the highways shall be of the permanent type suitable for paving and the concrete base for said permanent type shall be constructed by the Detroit Street Railway at its own expense. The City of Dearborn shall at its own expense prepare the grade for said track reconstruction within the limits of the proposed pavements of the highways and shall at its own expense do all paving in the track area above the concrete sub-base of the electric railway.

(B) The City of Dearborn agrees that the Detroit Street Railway be permitted to place tracks for its electric railway on the highway bridge carrying Industrial Avenue over Dix Road as shown on "Exhibit D".

(C) The City of Dearborn agrees to permit the Detroit Street Railway to enter upon the necessary streets and upon the bridge carrying Industrial Avenue over Dix Road to operate cars upon said relocated tracks and electric railway equipment upon a day to day agreement similar to other day to day agreements under which said Detroit Street Railway operates other portions of its railway system in the City of Dearborn.

(D) The City of Dearborn agrees to reconstruct and replace the tracks and electric railway equipment of the Detroit Street Railway upon the original right-of-way of said Detroit Street Railway and the said lease of such right-of-way of the Detroit Street Railway shall terminate, if and when the Detroit Street Railway is deprived of the right to operate its cars and electric railway equipment on its tracks in the relocated position agreed to herein on the streets of the City of Dearborn.

(E) The City of Dearborn agrees that neither the Detroit Street Railway nor the City of Detroit shall be required at this time or at any time in the future to lay any pavement upon or pay for any paving laid upon or pay any paving assessments against the property so leased nor the track area occupied by the tracks as relocated by this agreement, nor to pay any paving assessment for the improvement of Ferndale Avenue from Dix Road northwesterly to Ferney Avenue, nor shall the Detroit Street Railway nor the City of Detroit be required to pay maintenance or make any repairs or changes in the said pavements except to replace or recondition any pavements which may be destroyed through the maintenance and operation of its electric railway tracks and equipment.

23. The Board agrees to construct or cause to be constructed at its own expense all parts of the bridge as shown on "Exhibit D" for carrying Industrial Avenue over Dix Road except the rails, steel ties, trolley wires, and other component parts of the electric railway of the Detroit Street Railway. The Detroit Street Railway agrees at its own expense to supply, install and place the aforesaid rails, steel ties, trolley wires, and other component parts of the electric railway of the Detroit Street Railway on the bridge, it being understood, however, that the Board's work hereunder includes the construction of the wearing surface of the highway between the electric railway rails on the

bridge and also the concrete encasement of the said track structure in the bridge.

24. The City of Dearborn agrees, at its own expense, to maintain, relocate and reconstruct, insofar as necessary, all public utilities owned or operated by the City of Dearborn in the district shown on "Exhibit C" and "Exhibit D", except the relocation or reconstruction and the maintenance during such relocation or reconstruction of the section of the deep 5'6" sewer in the subway of the Dix Road grade separation as shown on "Exhibit D" in order to clear the center pier of the grade separation bridge. The Board agrees, at its own expense, to relocate or reconstruct and to maintain during such relocation or reconstruction the aforesaid section of deep sewer.

25. The City of Dearborn agrees to permit all drainage from all parts of the improvements covered hereunder in the City of Dearborn to be carried into its existing sewers with the understanding that insofar as possible the water will be intercepted and drained into its existing storm sewers but that points below the level of the storm sewers may be drained into its existing deep level sewer.

26. The City of Dearborn agrees to permit the lighting system of the aforesaid Dix Road grade separation to be connected to the lighting system of the City of Dearborn and thereafter to supply electric current at its own expense.

27. The City of Dearborn agrees at its own expense to improve Ferndale Avenue from Ferney Avenue to Dix Road including the area occupied by the electric railway tracks in accordance with "Exhibit D", said improvement to include grading, paving, drainage, curbs and sidewalks (where not already constructed in accordance with "Exhibit D").

28. The City of Dearborn agrees at its own expense to improve Industrial Avenue from Ferney Avenue to the City line at or near Baby

Creek including the area occupied by electric railway tracks in accordance with "Exhibit C" and "Exhibit D", said improvement to include fine grading on filled portion adjacent to the highway bridge over Dix Road, all grading on other portions, paving, drainage, curbs and sidewalks (where not already constructed in accordance with "Exhibit C" and "Exhibit D").

29. The City of Dearborn agrees after completion of the works covered by this agreement to maintain at its own expense all those parts of the work constructed by it; all paving, curbs, sidewalks, drainage system, and sodding, constructed or reconstructed in connection with the entire works in the City of Dearborn, except on Dix Road itself; and the deep level sewer relocated or reconstructed to clear the center pier of the subway bridge on Dix Road.

30. The City of Dearborn agrees to provide detailed plans and engineering supervision in connection with the work undertaken by it hereunder.

31. In addition to the other obligations of the City of Dearborn hereunder and in consideration of the obligations of the parties to this agreement, the City of Dearborn, as a further contribution to the cost of the works and improvements in the City of Dearborn, agrees to pay to the Board within Sixty (60) days after the date of this agreement Two Hundred Twenty-three Thousand Four Hundred Thirty-five Dollars (\$223,435.00).

32. The City of Detroit agrees at its own expense to maintain, relocate (including the acquisition or lease of any new right-of-way necessary outside of the 120-foot right-of-way of Fort Street itself), and reconstruct, insofar as necessary, all public utilities and police and fire signal systems, owned or operated by the City of Detroit, in the district shown on "Exhibit A" and "Exhibit B".

In consideration of the City of Detroit acquiring by lease or otherwise the necessary property for relocating off of Fort Street the trunk sewer which now lies in Fort Street, and in further consideration of the City of Detroit causing the same to be reconstructed as a 3'6" sewer from the point where it intercepts the discharge sewer from the aforementioned Fort Street grade separation to the river and in further consideration of the City of Detroit reconstructing all service connections into said trunk sewer in the area affected by the relocation, all in accordance with "Exhibit A", the Board agrees to pay the City of Detroit Ten Thousand Dollars (\$10,000.00) cash upon completion of the reconstruction of said drainage facilities.

33. The City of Detroit agrees to permit all drainage from all parts of the improvements covered hereunder in the City of Detroit to be carried into its existing or reconstructed sewers.

34. The City of Detroit agrees to permit the lighting and pumping systems of the aforesaid Fort Street grade separation to be connected to the system of the City of Detroit and thereafter to supply electric current at its own expense.

35. The City of Detroit agrees at its own expense to construct the Lonyo Sewer extension as shown on "Exhibit C". The Pere Marquette Railroad agrees at its own expense to construct and maintain temporary trestles to carry its railroad tracks and traffic and those of the Pennsylvania Railroad at the location of the said Lonyo Sewer Extension during the construction thereof.

The City of Detroit agrees to so conduct the work involved at the Lonyo Sewer Extension as to avoid the necessity for a pile trestle to support the tracks of the Detroit Street Railway and the Detroit Street Railway agrees at its own expense to do such track work, track shifting, grading, and overhead electric railway work as may be necessitated by the construction of the said Lonyo Sewer Extension.

The Pere Marquette Railroad agrees to give to the City of Detroit an easement for the purpose of the said Lonyo Sewer Extension on any property owned by the Pere Marquette Railroad and traversed by said Lonyo Sewer Extension as shown on "Exhibit C".

36. The City of Detroit agrees, after the completion of the works covered by this agreement, to maintain at its own expense all those parts of the work constructed by it; and all paving, curbs, sidewalks, drainage system, and sodding constructed or reconstructed in connection with the entire works in the City of Detroit except on Fort Street itself and except the outlet sewer from the pumphouse to the re-located and reconstructed City trunk sewer.

37. The City of Detroit agrees to provide detailed plans and engineering supervision in connection with the work undertaken by it hereunder.

38. The Detroit Street Railway agrees at its own expense to reconstruct its facilities on Fort Street and on Dearborn Avenue adjacent to Fort Street to accord with the change of grade of Fort Street and to accord with "Exhibit A". The paved surface above the concrete sub-base of tracks affected hereby within the streets will be placed by the Board at the expense of the Board.

39. The Detroit Street Railway hereby waives any and all claims for damages by reason of the change of grades of Fort Street, Dix Road and other streets in Detroit or Dearborn involved in the works covered by this agreement to any abutting property owned or controlled by it within the districts shown on "Exhibit A", "Exhibit B", "Exhibit C" and "Exhibit D".

40. The Detroit Street Railway agrees to permit the use of such part of its tracks over Dearborn Avenue, north from Fort Street, as may be necessary for detouring the electric railway traffic of the Detroit United Railway, *and further agrees to construct and maintain a detour*
even track connection for cars southbound on Dearborn.

Revenue. Turning east on Fort St. and to permit the Detroit United Railway to install necessary track and overhead connections to and from the proposed detour at Dearborn Ave.

The Detroit United Railway agrees at its own expense to construct and maintain and at a later date to remove a temporary railway track and other railway appliances, from the Detroit Street Railway tracks on Dearborn Avenue across the tracks of the Railroads and into Fort Street near Reisener Street, in order that the electric railway traffic of its Fort Street line may be detoured and maintained during the construction of the grade separation at Fort Street.

The Railroads, parties to this agreement, agree to permit their tracks, property and right-of-way to be crossed at grade by the aforesaid temporary electric railway and by a temporary detour for highway traffic and other public utilities and the Railroads further agree that their railroad tracks will not be raised more than 3.6 feet above the present elevation of said tracks at said temporary crossings during the use of the highway detour and electric railway detour.

The Detroit United Railway agrees at its own expense to adjust its track elevation at and adjacent to this temporary crossing from time to time to meet the raises in the grade of railroad tracks within the aforesaid limit of a 3.6 foot raise. The Board similarly agrees to raise the grade of the temporary detour highway.

The Board agrees at its own expense to construct a detour for the highway traffic of Fort Street from a point on Dearborn Avenue in the City of Detroit north of Fort Street, across the tracks, property and right-of-way of the Railroads and into Fort Street at or near Reisener Street.

The Board and the Detroit United Railway each agrees at its own expense to remove such part of its detour as is on Railroad property and as it may be required to remove by the Railroad after the Fort Street grade separation is opened to highway and electric railway traffic.

The Railroads agree to permit their tracks, property and right-of-way to be crossed temporarily adjacent to the aforesaid highway detour by such other public utilities not parties to this agreement as will require re-routing during the construction of the grade separation. The City of Detroit and the Board agree that the owners of all such other public utilities requiring re-routing will be required to apply for a permit to the Railroads who will then dictate the terms of said permit to insure that the crossing will be temporary and to insure that all expense involved will be at the cost of the owners of said public utilities.

The responsibility for accidents and for injuries to persons and damage to property resulting from the presence of these temporary crossings of the tracks and right-of-way of the Railroads by the detour for electric railway traffic and by the detour for highway traffic shall be the same as though said traffic were in free and unrestricted use of the grade crossing at Fort Street which grade crossing is temporarily replaced by said temporary crossings.

The Pere Marquette Railroad agrees at its own expense to move the present traffic gates from Fort Street and reconstruct them at said temporary electric railway and highway crossing of the railroads, or to construct new traffic gates at said temporary crossing. The Pere Marquette Railroad also agrees at its own expense to construct all other details necessary to place these traffic gates in operation at said temporary crossing and thereafter to operate and maintain the said crossing gates at its own expense during the period of use of said temporary crossing.

The Pere Marquette Railroad further agrees at its own expense, (except as to salaries of lever-men as hereinafter agreed) to construct, operate and maintain, during the period of construction of the aforesaid separation of grades at Fort Street, the necessary interlocking

equivalent to the existing plant now in use at the Fort St. crossing
plant and equipment, to protect the temporary crossing of the Detroit United Railway and to control the movements of trains of the Pere Marquette Railroad and of the Pennsylvania Railroad during the period of construction of the aforesaid separation of grades at Fort Street and through the district involved in said separation of grades at Fort Street. In addition to other contributions covered by this agreement the Detroit United Railway and the Pennsylvania Railroad each agrees to pay to the Pere Marquette Railroad at monthly intervals upon receipt of a statement from the Pere Marquette Railroad covering the same, one-third (1/3) of the salaries of the lever-men operating the said interlocking plant.

41. The Detroit United Railway hereby waives any and all claims for damages by reason of the change of grades of streets or highways involved in the work covered by this agreement to any abutting property owned or controlled by it within the district shown on the maps and plans herein mentioned and made a part of this agreement.

42. The Detroit United Railway at its own expense agrees to remove its facilities from Fort Street where necessary in connection with the work covered by this agreement and also agrees at its own expense to reconstruct these facilities in Fort Street as soon as the progress of the construction of the Fort Street grade separation will permit. The Detroit United Railway agrees that in reconstructing its track facilities in Fort Street it will build the so-called "permanent type" of track ^{*suitable for passing*} on concrete sub-base.

New? → 43. In addition to its other obligations under this agreement the Detroit United Railway as further contributions to the cost of the work involved hereunder agrees to pay to the Board upon completion of the subway to an extent which will permit its electric railway tracks to be reconstructed on Fort Street the sum of Five Thousand Two Hundred Ninety-six Dollars (\$5,296.00) ~~and agrees to pay to the Pere Marquette~~

~~Railroad upon completion of the interlocking plant mentioned in Section
Forty of this agreement the sum of Five Thousand Dollars (\$5,000.00).~~

44. The Pere Marquette Railroad agrees at its own expense to make all provisions for maintaining railroad traffic of the Pere Marquette Railroad and of the Pennsylvania Railroad at the Fort Street crossing and at the Dix Road crossing of the Railroads during the construction of the grade separation at each of these crossings, whether said railroad traffic be maintained over temporary trestles or over run-around tracks or by a combination of the two methods. All structures provided for this purpose shall be maintained and later if necessary removed by the Pere Marquette Railroad at its own expense.

45. The Pere Marquette Railroad agrees at its own expense to raise and reconstruct its track and railroad facilities to conform to the grades shown on "Exhibit A", "Exhibit B", "Exhibit C", "Exhibit D" and "Exhibit E".

46. The Pennsylvania Railroad agrees at its own expense to raise and reconstruct its track and railroad facilities to conform to the grades shown on "Exhibit A", "Exhibit B", "Exhibit C", "Exhibit D" and "Exhibit E".

47. Each Railroad agrees at its own expense to properly recondition all grade crossings of its tracks at streets and alleys within the area covered by this agreement except those herein agreed to be closed and each Railroad further agrees that these grade crossings will be kept open to highway and foot traffic during the construction activities involved under this agreement.

48. The Board agrees at its own expense to do or cause to be done the general excavation and grading of Fort Street and of Dix Road to the subgrade of the highway and to the subgrade of electric railway

tracks in accordance with "Exhibit A" and "Exhibit D" respectively; provided, that should the method adopted by the Pere Marquette Railroad for maintenance of the traffic of the Railroads be that of run around tracks and cofferdams at either of these crossings the Pere Marquette agrees to do or cause to be done all the general excavation to subgrade of the highway and of electric railway tracks at that crossing within the lines of the right-of-way of the Railroads and the Board agrees to pay the Pere Marquette Railroad therefor and upon the completion thereof the sum of Nine Thousand Eight Hundred Forty Dollars (\$9,840.00) in the case of the Fort Street crossing and the sum of Eight Thousand Dollars (\$8,000.00) in the case of the Dix Road crossing respectively.

The Pere Marquette Railroad agrees at its own expense to do or cause to be done all excavation for the foundations of the bridges of the Railroads at the Fort Street grade separation and at the Dix Road grade separation below the subgrade of Fort Street and Dix Road respectively.

49. The Pere Marquette Railroad agrees at its own expense to construct or cause to be constructed all parts of the bridges carrying both Railroads over Fort Street and over Dix Road (retaining walls A and B and the Northwest wing wall at the Fort Street crossing are parts of the railroad bridge hereunder). The Railroads agree to permit conduits to be placed by the Board in the substructure and superstructure of these bridges where needed in connection with the lighting system for the subways, said conduits to be placed in the forms prior to pouring concrete.

50. The Pennsylvania Railroad agrees at its own expense to do or cause to be done all work necessary on the tracks of the Michigan Cen-

tral Railroad to provide for the raise in the tracks of the Pennsylvania Railroad and Pere Marquette Railroad south of Fort Street as shown on "Exhibit B".

51. Each Railroad agrees to provide plans and engineering supervision for the work undertaken by it hereunder.

52. The Board agrees at its own expense to do or cause to be done the following work:

(A) Removal of existing paving where necessary, all paving and repaving, sidewalks, curbs, sodding, highway drainage system including slope drainage, gravel sub-base under paving, and fine grading, on Fort Street and on Dix Road as shown on "Exhibit A" and "Exhibit D";

(B) Lighting system for the subways on Fort Street and on Dix Road, and for the deck of the bridge carrying Industrial Avenue over Dix Road;

(C) All retaining walls off of the right-of-ways of the Railroads made necessary by the change in grade of Fort Street and of Dix Road not including the wing walls of railroad bridge abutments nor walls A and B of the Fort Street bridge which are to be built by the Pere Marquette Railroad as part of said railroad bridge, including all provisions for protecting adjacent buildings made necessary by the construction of such retaining walls by the Board.

(D) Pumphouse, pumping plant, inlets thereto, outlet therefrom to City trunk sewer, electrical installation therefor to the point of delivery of power by the City of Detroit, at the Fort Street grade separation;

(E) All street and highway work made necessary through the changes of grade on streets south of Fort Street as shown on "Exhibit B";

(F) Make the fills for Industrial Avenue at each end of the bridge carrying Industrial Avenue over Dix Road and for the South Drive

adjacent thereto, including any provisions necessary to protect private property, as shown on "Exhibit D";

(G) All street and highway work including drainage therefor on South Drive and on Ferney Avenue, south of Dix Road, and on the first alley south of Dix Road as shown on "Exhibit D";

(H) The complete improvement of the Miller-Fort Cut-off in accordance with "Exhibit A" and "Exhibit C" the said improvement to include grading, paving, drainage, curbs and sidewalks;

(I) The improvement of that part of the Dearborn Avenue to Industrial Avenue connection which lies within the City of Detroit, said improvement to include grading, paving, drainage, curbs and sidewalks, as shown on "Exhibit C" - this work shall also include the paving over sub-base of the railway tracks in the area occupied by the Detroit Street Railway's tracks.

53. Upon completion of the works covered by this agreement the Pennsylvania Railroad agrees at its own expense to maintain, repair and renew all parts of the works constructed by it hereunder and also such part of the bridges carrying the Railroads over Fort Street and over Dix Road as is on or as serves Pennsylvania Railroad right-of-way; the Pere Marquette Railroad agrees at its own expense to maintain, repair and renew all parts of the works constructed by it hereunder except that part mentioned above which is to be maintained by the Pennsylvania Railroad; the Board agrees at its own expense to maintain, repair and renew all parts of the works constructed by it hereunder except those parts which the Cities or other parties hereto are obligated to maintain by the terms of this agreement; the Board further agrees to operate and maintain at its own expense and responsibility the pumping plant at the Fort Street grade separation except that the City of Detroit is obligated in another section of this agreement to supply electric current therefor.

54. The parties hereto each agree to proceed immediately with the work involved hereunder and to cooperate to the end that all work involved may be completed by the first of ^{June} ~~December~~, ¹⁹³⁰ 1929, at the Fort Street grade separation; by the first of November, 1930, at the Dix Road grade separation; by the first of ^{Aug} ~~June~~, 1929, at the Lonyo Sewer Extension; by the first of ^{July} ~~May~~, 1929, for the relocation of city owned utilities and trunk sewer with service connections at the Fort Street grade separation; by the first of ^{July} ~~June~~, 1929, for detouring highway and electric railway traffic from Fort Street; all paving on Industrial Avenue south of Riverside Drive to connect to Dearborn Avenue in the City of Detroit in thirty (30) days after the completion of the Lonyo Sewer Extension to a stage which will permit said pavement to be laid; the improvement or a temporary improvement of the Miller-Fort Cut-off before Dix Road is closed to traffic by grade separation activities at Dix Road; and all construction involved hereunder on or before the first of January, 1931..

55. The Pere Marquette Railroad agrees that dirt from the excavations for the Fort Street and Dix Road grade separations may be disposed of on property owned by that Railroad adjacent to the Rouge River and lying north of Fort Street provided that said property shall not be filled higher than the grade of the improvement of the Miller Fort Cut-off and provided further that the fill on said property shall be rough graded sufficiently to avoid unsightliness..

56. Nothing in this agreement shall be construed as preventing the construction of future tracks across Fort Street or across Dix Road within the limits of its right-of-way by either Railroad, provided the clear width of the highways and of sidewalks and the clear headroom over the highways as shown on "Exhibit A" and on "Exhibit D" respectively be not encroached upon by the structures supporting such future

tracks, and provided that such bridge structures shall be caused to conform in appearance to the other bridge structures existing at that time.

57. 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 officers, agents or employes of said other party, in the execution of the work to be undertaken by said other party, and each party hereto 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.

58. The Pennsylvania Railroad further agrees as part of its contribution to the cost of the aforesaid separations of grades to pay to the Pere Marquette Railroad the lump sum of One Hundred Fifty-six Thousand One Hundred Eighteen Dollars (\$156,118.00) and to pay to the Board the lump sum of Thirty-four Thousand Three Hundred Thirty-five Dollars (\$34,335.00).

The said lump sum of One Hundred Fifty-six Thousand One Hundred Eighteen Dollars (\$156,118.00) to the Pere Marquette Railroad shall be paid in three installments as follows: The first installment shall be in the amount of Fifty-two Thousand Dollars (\$52,000.00) and shall be due and payable when the Pere Marquette Railroad has dedicated the right-of-way as hereinbefore agreed for the Miller-Fort Cut-off and for Industrial Avenue north of Dix Road and has constructed the tem-

porary trestles for carrying the traffic of the Railroads over the Lonyo Sewer Extension; the second installment shall be in the amount of Fifty-two Thousand Dollars (\$52,000.00) and shall be due and payable upon completion of the grade separation bridges at the Fort Street grade separation to a stage which will permit the railroad tracks of both Railroads to be laid thereon in their final locations; and the third installment shall be in the amount of Fifty-two Thousand One Hundred Eighteen Dollars (\$52,118.00) and shall be due and payable upon completion of the grade separation bridges at the Dix Road grade separation to a stage which will permit the railroad tracks of both Railroads to be laid thereon in their final locations.

The said lump sum of Thirty-four Thousand Three hundred Thirty-five Dollars (\$34,335.00) to the Board shall be paid in three installments as follows: The first installment shall be in the amount of Eleven Thousand Four Hundred Dollars (\$11,400.00) and shall be due and payable upon the closure of Fort Street to highway traffic at the aforementioned crossing of the Railroads; the second installment shall be in the amount of Eleven Thousand Four Hundred Dollars (\$11,400.00) and shall be due and payable when highway traffic is resumed under the subway carrying Fort Street under the Railroads at the aforementioned crossing; and the third installment shall be in the amount of Eleven Thousand Five Hundred Thirty-five Dollars (\$11,535.00) and shall be due and payable when highway traffic is resumed through the subway carrying Dix Road under the Railroads.

59. The Board further agrees as part of its contribution to the cost of the aforesaid separations of grades to pay to the Pere Marquette Railroad the lump sum of Two Hundred Four Thousand Two Hundred Ninety-nine Dollars (\$204,299.00).

The said lump sum of Two Hundred Four Thousand Two Hundred Ninety-nine Dollars (\$204,299.00) shall be paid in five equal install

ments of Forty Thousand Eight Hundred Fifty-nine Dollars and Eighty Cents (\$40,859.80) each; the first installment being due and payable when the Pere Marquette Railroad has completed the provisions for maintaining Railroad traffic at the Fort Street crossing during the construction of the grade separation at this crossing and has completed the provisions for maintaining Railroad traffic at the Lonyo Sewer Extension; the second installment being due and payable upon completion of the grade separation bridges at the Fort Street grade separation to a stage which will permit the railroad tracks of both Railroads to be laid thereon in their final locations; the third installment being due and payable when the Pere Marquette Railroad has completed the provisions for maintaining Railroad traffic at the Dix Road crossing during the construction of the grade separation at that crossing; the fourth installment being due and payable upon completion of the grade separation bridges at the Dix Road grade separation to a stage which will permit the railroad tracks of both Railroads to be laid thereon in their final locations; and the fifth installment being due and payable when the Pere Marquette Railroad has completed all work which it is obligated to do under this agreement.

60. The Detroit United Railway further agrees as part of its contribution to the cost of the work undertaken under this agreement to pay to the Pere Marquette Railroad the lump sum of Five Thousand Dollars (\$5,000.00) upon completion of the construction of the aforesaid interlocking plant to protect the temporary crossing of the Railroads and the tracks of the Detroit United Railway near Fort Street.

61. THIS AGREEMENT shall be binding upon the parties hereto, their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above mentioned.

COUNTY OF WAYNE, MICHIGAN

By BOARD OF COUNTY ROAD COMMISSIONERS

W. F. BUTLER Chairman

EDWARD N. HINES Commissioner

JOHN S. HAGGERTY Commissioner

CITY OF DETROIT, MICHIGAN

John C. Nagel, Acting Mayor

Richard W. Reading, City Clerk

CITY OF DEARBORN, MICHIGAN

Clyde M. Ford Mayor

Bernard P. Esper Clerk

DEPARTMENT OF STREET RAILWAYS
OF THE CITY OF DETROIT

G. O. Ellis, Pres.

Rufus G. Lathrop, Sec'y.

EASTERN MICHIGAN TOLEDO RAILROAD

D. I. Dunn, President

E. D. Turpin, Secretary

PERE MARQUETTE RAILWAY COMPANY

Frank H. Alfred

President & General Manager

THE PENNSYLVANIA RAILROAD COMPANY
lessee of and operating the rail-
road of the Pennsylvania, Ohio
and Detroit Railroad Company

T. B. Hamilton
Vice President

Approved as to form:

Arthur F. Lederle

Ass't Corp. Counsel.