

THIS AGREEMENT, made this 29th day of May, 1916 by and between the City of Detroit, a Municipal Corporation, hereinafter called the City, party of the first part and the MICHIGAN CENTRAL RAILROAD COMPANY, the NEW YORK CENTRAL RAILROAD CO, WABASH RAILWAY CO, PERE MARQUETTE RAILROAD CO, Dudley E. Waters, and Paul E. King, Receivers, hereinafter called the Railroad Companies and the Detroit United Railway Company, parties of the second part; WITNESSETH:

WHEREAS, The City desires to discontinue as soon as may be practicable the grade crossings in the said City at the intersection of the several streets in the district from Junction Avenues to River Rouge, with the rights-of-way owned, used and occupied by said railroad companies and to substitute therefor overhead crossings by said Railroad Companies, and the parties hereto by their duly authorized representatives have agreed upon uniform profiles fixing the minimum elevations of the extreme under clearances of bridges to carry the tracks of said Railroad Companies which shall be elevated in said district, to provide for separation of grades of the several streets at present opened and used across said rights of way, and have also reached an agreement determining the method, the terms and the conditions of and general specifications for effecting said changes in said crossings;

NOW THEREFORE, In consideration of the premises and the mutual undertakings of the parties hereinbefore expressed, it is agreed:

1. The city shall by proper ordinance adopt the lines shown on the profiles identified by the signature of the City Engineer and the signature of the Chief Engineer of the Michigan Central Railroad Co., and filed in the office of said City Engineer, and made a part hereof

and marked "Exhibit "A", as the profiles permanently fixing the levels in said district in said City between Junction Avenue and the River Rouge, to which the streets shall be depressed and the levels of the minimum under clearance of bridges required to carry the tracks when elevated to provide for the separation of grades of the streets at present opened and used or which may be hereafter opened and used across the rights of way of said railroad companies within the limits of said district and the city hereby covenants and agrees that the said railroad companies shall not be required to raise their bridges at the intersection of any street within the limits of said district higher than the level fixed by said profiles, respectively, and that the separation of grades at all street crossings within said district shall be effected hereafter by lowering the grades of the streets to pass under the railroad tracks when so elevated.

2. That the City shall from time to time, by proper ordinance, whenever required for the purpose of separating grades, change and lower the grades of the several streets now opened and used, or hereafter to be opened and used across the rights of way at the crossings within the limits of said district aforesaid so as to permit the separation of grades in accordance with the profiles aforesaid; and it shall thereby authorize the construction of said railroads overhead across said streets at such new grades, and shall and hereby does assume the payment of all abutting damages, if any there be, to the property of persons (other than the parties of the second part) arising in any way from said change in the grade of any such streets, and all costs, expenses, charges or liability in any proceedings which may be instituted to effect such separation of grades or which may be instituted to prevent the performance of this agreement; it being understood that the performance on their part of this contract shall

(51)

release and discharge said railroad companies from any and all assessments, charges, damages or liabilities, and be accepted as a full discharge and acquittal of all obligations, present or future, to abutting owners, or arising from the failure of the City to adjust or pay such damages, costs or expenses in connection with such grade separation and changes of grade; and the City hereby assumes to itself and agrees to pay and assume and indemnify and save harmless said parties of the second part and each of them from and against all assessments, damages, costs or expenses, except for construction as hereinafter mentioned, without charge, recourse to or re-charge over against such second parties or any of them; and the parties of the second part hereby respectively waive any and all claims for damages by reason of the change of grade of any of said streets to any abutting property owned or controlled by them or any of them within said district; and the said railroad companies respectively agree to save, keep harmless and indemnify the city from any claims of tenants now occupying said railroad companies' rights -of-way under leases, for any damages to any parts of said rights-of-way so occupied, caused by the change of grade herein provided for of any of said streets, and will, insofar as they shall be able by the exercise of rights reserved by them, under the terms of existing leases prevent or reduce any such claims of tenants now occupying property belonging to said Railroad Companies outside the limits of their right-of-way, and in future leases made by them will provide that any claim for such damages shall be waived.

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

The work to be done by the said parties of the second part shall include all excavations necessary or made necessary by said changes of grades as well on the intersecting streets as on the streets crossed, the pavement of all roadways after the excavation, the construction of all side-walks and of all wings, retaining walls and abutments; and the street railway company shall bear the expense of relaying all street railway tracks which may be disturbed.

All such work shall be done in accordance with said profiles and the general specifications hereto attached and made a part hereof and with particular plans to be agreed upon, which plans (reasonable provisions being made therein for access to and from the property of said railroad companies) shall be substantially the same as the plans adopted for the separation of grades of Grand River Avenue, Warren Avenue and Beaubien Street and conform as

(550)

nearly as may be practicable. In case of failure of the parties hereto to agree upon the plan for any crossing the plan to be adopted shall be determined by a Board of Arbitrators, consisting of the persons who at the time may be the City Engineer and Chief Engineer of said Michigan Central Railroad Company and the Presiding Judge of the Wayne Circuit Court, and the plan determined upon by said arbitrators or by a majority of them shall be adopted by the parties hereto. The said second parties and each of them shall release all damages, charges or claims arising from loss of traffic or otherwise occasioned by said changes of grades.

4. After the completion of the work of separation of grades at any street, the city shall maintain and repair or cause to be repaired and maintained at its own expense all sewer and water pipes, the roadway, pavement and the sidewalks on the streets and avenues,* except as between the city and the Street Railway Company. The Street Railway Company tracks and also the spaces between the same shall be maintained and kept in repair by the Street Railway Company when so provided by ordinance; and the said railroad companies shall maintain and repair or cause to be maintained and repaired at their expense all other parts of the structure as shown upon the plans and specifications for the separation of grades at said several streets, including wings and retaining walls of the approaches.* See Supplement 8-11-24 A-10

5. The City shall have the right to demand the separation of grades at any of the streets shown and designated upon the profiles and the schedule hereto attached and made a part hereof within said district in accordance with the method and under the terms and conditions of this agreement, in which case the parties of the second part hereby agree to adopt the plans and specifications to be

determined upon as aforesaid for effecting such change of grade, and to perform the work of construction and maintenance and all obligations on their part in accordance with and under the terms and conditions of this agreement; provided that the grades shall be separated only at crossings lying next to the streets where the grades shall have been separated.

The said, the Michigan Central Railroad Company and the said New York Central Railroad Company having with other Railroad companies heretofore entered into agreements with the City of Detroit for the separation of grades on other streets and in localities elsewhere in said City, shall not be required to do any work under said former agreements while they are at work separating the grades in districts mentioned and specified herein, but, if before the work under this agreement shall have been completed, the Common Council of the City of Detroit desires work under said former agreements to be resumed and so directs, then during such work the Railroad Companies, parties to this agreement shall not be required to do any work hereunder unless all the work so to be performed shall not require the expenditure of more than Two Hundred Thousand (\$200,000) dollars in any one year the Railroad Companies, parties to this agreement. It being agreed and understood that all the said Railroad Companies who are parties to this agreement shall not be required to expend an aggregate sum in excess of Two Hundred Thousand (\$200,000) dollars in any one year in separating grades in the City of Detroit.

6. Said Railroad companies may from time to time separate

the grades of any street now opened and used across their rights-of-way within said district in accordance with the method and under the terms and conditions of this agreement, and in such case the City agrees to adopt the plans and specifications to be determined upon as aforesaid for effecting such changes of grades and to perform all the obligations on its part in accordance with the method and under the terms and conditions of this agreement.

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

8. The said street railway company shall be authorized in order to facilitate the work and for the accomodation of the public during the pendency thereof at each street to construct, under the supervision of the Commissioner of Public Works, street railway tracks thru some other street or streets in that locality to be designated by said Commissioner of Public Works, the same to be temporary and to be removed by the said Street Railway Company when the separation of grades at the street from which the tracks have been diverted shall have been completed; and it is hereby authorized to relay its tracks upon all streets where the same are or have been laid within said district at the time when said grade separation is effected; provided, that nothing in this paragraph contained shall be taken to grant any franchise right or add to or take away any of the franchise right of said Street

(22)

Railway Company.

9. The provisions of this contract shall apply only to the streets shown and designated upon the profile and schedule hereto attached which are made a part hereof; and the city covenants and agrees that any streets which may be opened and used hereafter across said rights-of-way shall be constructed at a grade sufficiently lower than the grade of the railroad tracks when elevated in accordance with said profile, to permit the streets to pass under the tracks; and the City shall assume and pay the entire cost of the work of such separation of grades at such new crossings.

10. The railroad companies hereby waive any and all claims for damage arising from the opening of such new streets across said rights-of-way and all claims for damages to any abutting property owned or controlled by them or either of them arising therefrom and hereby release all damages, charges or claims arising from the loss of traffic or otherwise occasioned by the separation of grades at said crossings of such new streets.

11. Said Street railway company shall perform all the work of removing its tracks and trolley wires and of the reconstruction thereof upon any street where its street railway tracks are laid within said district, including the pavement between the outer rails of its tracks, at their sole cost and expense, and shall also bear an equal proportion with each of the railroad companies of the cost of sub-drainage and of any other sub-surface work, and the laying and re-laying of any pipes, which may be necessary to be done at the expense of said railroad companies and said street railway company.

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

IN WITNESS WHEREOF, The parties hereto having caused these presents to be signed on their part by their proper officers on the day and year first above written.

THE CITY OF DETROIT.

BY OSCAR B. MARK.

Mayor

BY JAMES CRANSHAW JR
Chairman, Committee on Grd. Sep.

BY RICHARD LINDSAY
City Clerk.

THE MICHIGAN CENTRAL RAILROAD CO.
A.H.Smith, President.

Attest: E.F.STEPHENSON. Asst. Secy.

THE NEW YORK CENTRAL RAILROAD COMPANY.
A.H.Smith, President.

ATTEST: E.F.STEPHENSON . Asst Secy.

MICHIGAN CENTRAL RAILROAD COMPANY.

Form; HENRY RUSSELL. General Counsel.

Plan and Estimate; G: H.WEBB. Ch.Engr.

Plan and Operation: S. W. Brown. Gen. Supt.

For Execution: E. D. Bronner. Gen.Mgr.

J.J. TURNER.

PERE MARQUETTE RAILROAD COMPANY.

PAUL H.KING. Receiver.

Approved as to Form; J.S.PARKER.

WABASH RAILWAY COMPANY.
By E.F.KEARNEY Pres.

Form Approved. N.S. BROWN.

Accounting: L.G.SCOTT. Comptroller.

Description: A.O.CUNNINGHAM Ch. Engineer.

Operation: J.E. TAUSSIG. Vice President.

ATTEST: T.J.TOBIN. Asst. Secy.

DETROIT UNITED RAILWAY.

By F.W. BROOKS President.

Correct in form and execution.

BERNARD F. WELADOCK, Attorney.

Attest; A.E. PETERS. Secy.

NEW YORK CENTRAL RAILROAD.

Form approved ROBERT J. CARY.

Description Approved: G. C. CLEVELAND.

Terms and Conditions approved: F.R. WILSON, D. C. MOON A. T.H.

BERNARD F. WEADOCK, Attorney.

Attest; A.E. PETERS. Secy.

NEW YORK CENTRAL RAILROAD.

Form approved ROBERT J. CARY.

Description Approved: G. C. CLEVELAND.

Terms and Conditions approved: F.R. WILSON, D. C. MOON A. T.H.

GRADE SEPARATION AGREEMENT

CITY OF DETROIT AND THE MICHIGAN CENTRAL RAILROAD COMPANY

WABASH RAILWAY COMPANY, PERE MARQUETTE

RAILROAD COMPANY, DETROIT UNITED Rwy.

Contract for the Separation of Grades, Junction Avenue to River Rouge

Detroit United Railway
Interurban Bldg.

Detroit, Mich., Aug. 21, 1916

Mr. Harry Dingeman,
Corporation Counsel.

Dear Sir:

May 29, 1916

I enclose herewith Grade Separation agreements, signed by the Michigan Central, Wabash, Pere Marquette and Lake Shore and this Company for the separation of grades between Junction Avenue and River Rouge.

The present contract does not provide sufficient clearance for our cars. We are signing this contract upon the assurances, this day made, that the City would depress its streets six inches lower and the railroads elevate their tracks six inches higher than that indicated in this contract, and also upon the condition that the parties hereto sign a supplemental contract to this effect.

Very truly yours,

(Signed) E. J. BURDICK

Asst. Gen. Manager

THIS AGREEMENT, made this 29th day of May, 1916, by and between the City of Detroit, a Municipal Corporation, hereinafter called the City, party of the first part, and The Michigan Central Railroad Company, the New York Central Railroad Company, the Wabash Railway Company, the Pere Marquette Railroad Company, Dudley E. Waters, and Paul H. King, Receivers, hereinafter called the railroad companies and the Detroit United Railway Company, hereinafter called the street railway company, parties of the second part:

WITNESSETH:

Whereas, the City desires to discontinue, as soon as may be practicable, the grade crossings in the said City at the intersection of the several streets in the district from Junction Avenue to River Rouge, with the rights-of-way owned, used and occupied by said railroad companies and to substitute therefor overhead crossings by said railroad companies, and the parties hereto by their duly authorized representative have agreed upon uniform profiles fixing the minimum elevations of the extreme under clearances of bridges to carry the tracks of said railroad companies which shall be elevated in said district, to provide for separation of grades of the several streets at present opened and used or which may be hereafter opened and used across said rights-of-way, and have also reached an agreement determining the method, the terms and the conditions of and general specifications for effecting said changes in said crossings:

Now, therefore, in consideration of the premises and the mutual undertakings of the parties hereinbefore expressed, it is agreed:

1. The City shall by proper ordinance adopt the lines shown on the profiles identified by the signature of the City Engineer and the signature of the Chief Engineer of the Michigan Central Railroad Company, and filed in the office of said City Engineer, and made a part hereof and marked "Exhibit A" as the profiles permanently fixing the levels in said district in said City between Junction Avenue and the River Rouge, to which the streets shall be depressed and the levels of the minimum under clearance of bridges required to carry the tracks when elevated to provide for the separation of grades of the streets at present opened and used or which may be hereafter opened and used across the rights-of-way of said railroad companies within the limits of said district; and the City hereby covenants and agrees that the said railroad companies shall not be required to raise their bridges at the intersection of any street within the limits of said district higher than the level fixed by said profiles, respectively, and that the separation of grades at all street crossings within said district shall be effected hereafter by lowering the grades of the streets sufficiently to allow the streets to pass under the railroad tracks when so elevated.

2. That the City shall from time to time, by proper ordinance whenever required for the purpose of separating grades, change and lower the grades of the several streets now opened and used, or hereafter to be opened and used across the rights-of-way at the crossings within the limits of said district aforesaid so as to permit the separation of grades in accordance with the profiles aforesaid; and it shall thereby authorize the construction of said railroads overhead across said streets at such new grades, and shall and hereby does assume the payment of all abutting damages, if any there be, to the property of persons (other than the parties of the second part) arising in any way from said change in the grade of any such streets, and all costs, expenses, charges or liability in any proceedings which may be instituted to effect such separation of grades or which may be instituted to prevent the performance of this agreement; it being understood that the performance on their part of this contract shall release and discharge said railroad

companies from any and all assessments, charges, damages or liabilities, and be accepted as a full discharge and acquittal of all obligations, present or future, to abutting owners, or arising from the failure of the City to adjust or pay such damages, costs or expenses in connection with such grade separation and changes of grade; and the City hereby assumes to itself and agrees to pay and assume and indemnify and save harmless said parties of the second part and each of them from and against all assessments, damages, costs or expenses, except for construction as hereinafter mentioned, without charge, recourse to or recharge over against such second parties or any of them; and the parties of the second part hereby respectively waive any and all claims for damages by reason of the change of grade of any of said streets to any abutting property owned or controlled by them or any of them within said district; and the said railroad companies respectively agree to save, keep harmless and indemnify the City from any claims of tenants now occupying said railroad companies' right-of-way under leases, for any damages to any parts of said rights-of-way so occupied, caused by the change of grade herein provided for of any of said streets, and will, insofar as they are able by the exercise of rights reserved by them under the terms of existing leases, prevent or reduce any such claims of tenants now occupying property belonging to said railroad companies outside the limits of their right-of-way, and in future leases made by them will provide that any claim for such damages shall be waived.

5. In Consideration Thereof, the parties of the second part shall construct and build the entire work involved in said changes of grades and all excavating, paving and repaving, all retaining walls, abutments, sidewalks and guard rails, and supports of adjacent buildings made necessary by the construction of said overhead crossings, including any and all relaying of pavements and sidewalks incident to said change of grades. And the parties of the second part further agree that all sewers, water or drain pipes and conduits which are the property of the City and which will be injured or disabled by the proposed changes in grade shall be lowered or diverted and restored to usefulness to the satisfaction of the City Engineer.

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

All such work shall be done in accordance with said profiles and the general specifications hereto attached and made a part hereof and with particular plans to be agreed upon, which plans (reasonable provisions being made therein for access to and from the property of said railroad companies) shall be substantially the same as the plans adopted for the separation of grades of Grand River Avenue, Warren Avenue and Beaubien Street and conform thereto as nearly as may be practicable. In case of failure of the parties hereto to agree upon the plan for any crossing the plan to be adopted shall be determined by a Board of Arbitrators, consisting of the persons who at the time may be the City Engineer and Chief Engineer of said Michigan Central Railroad Company and the

Presiding Judge of the Wayne Circuit Court, and the plan determining upon by said arbitrators or by a majority of them shall be adopted by the parties hereto. The said second parties and each of them shall release all damages, charges or claims arising from loss of traffic or otherwise occasioned by said changes of grades.

4. After the completion of the work of separation of grades at any street, the City shall maintain and repair or cause to be maintained and repaired at its own expense all sewer and water pipes, the roadway, pavement and the sidewalks on the streets and avenues, except as between the City and the street railway company. The street railway company tracks and also the spaces between the same shall be maintained and kept in repair by the street railway company when so provided by ordinance and the said railroad companies shall maintain and repair or cause to be maintained and repaired, at their expense, all other parts of the structure as shown upon the plans and specifications for the separation of grades at said several streets, including wings and retaining walls of the approaches.

5. The City shall have the right to demand the separation of grades at any of the streets shown and designated upon the profiles and the schedule hereto attached and made a part hereof within said district in accordance with the method and under the terms and conditions of this agreement, in which case the parties of the second part hereby agree to adopt the plans and specifications to be determined upon as aforesaid for effecting such changes of grade, and to perform the work of construction and maintenance and all obligations on their part in accordance with and under the terms and conditions of this agreement; provided that the grades shall be separated only at crossings lying next to the streets where the grades shall have been separated.

The said, the Michigan Central Railroad Company and said, the New York Central Railroad Company, having with other Railroad Companies heretofore entered into agreements with the City of Detroit for the separation of grades on other streets and in localities elsewhere in said City, shall not be required to do any work under said former agreements while they are at work separating the grades in districts mentioned and specified herein, but, if before the work under this agreement shall have been completed, the Common Council of the City of Detroit desires work under said former agreements to be resumed and so directs, then during such work the Railroad Companies, party to this agreement shall not be required to do any work hereunder unless all the work so to be performed shall not require the expenditure of more than Two Hundred Thousand (\$200,000.00) Dollars in any one year by the Railroad Companies, parties to this agreement. It being agreed and understood that all the said Railroad Companies who are parties to this agreement shall not be required to expend an aggregate sum in excess of Two Hundred Thousand (\$200,000.00) Dollars in any one year in separating grades in the City of Detroit.

6. Said railroad companies may from time to time, separate the grades of any street now opened and used across their rights-of-way

within said district in accordance with the method and under the terms and conditions of this agreement, and in such case the City agrees to adopt the plans and specifications to be determined upon as aforesaid for effecting such changes of grades and to perform all the obligations on its part in accordance with the method and under the terms and conditions of this agreement.

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

8. The said street railway company shall be authorized in order to facilitate the work and for the accommodation of the public during the pendency thereof at each street to construct, under the supervision of the Commissioner of Public Works, street railway tracks through some other street or streets in that locality to be designated by said Commissioner of Public Works, the same to be temporary and to be removed by said street railway company when the separation of grades at the street from which the tracks have been diverted shall have been completed; and it is hereby authorized to relay its tracks upon all streets where the same are or have been laid within said district at the time when said grade separation is effected; provided, that nothing in this paragraph contained shall be taken to grant any franchise right or add to or take away any of the franchise right of said street railway company.

9. The provisions of this contract shall apply only to the streets shown and designated upon the profile and schedule hereto attached which are made a part hereof; and the City covenants and agrees that any streets which may be opened and used hereafter across said rights-of-way shall be constructed at a grade sufficiently lower than the grade of the railroad tracks when elevated in accordance with said profile, to permit the street to pass under the tracks; and the City shall assume and pay the entire cost of the work of such separation of grades at such new crossings.

10. The railroad companies hereby waive any and all claims for damage arising from the opening of such new streets across said rights-of-way and all claims for damages to any abutting property owned or controlled by them, or either of them, arising therefrom and hereby release all damages, charges, or claims arising from the loss of traffic or otherwise occasioned by the separation of grades at said crossings of such new streets.

11. Said street railway company shall perform all the work of removing its tracks and trolley wires and of the reconstruction thereof upon any street where its street railway tracks are laid within said district, including the pavement between the outer rails of its tracks, at their sole cost and expense, and shall also bear an equal proportion

with each of the railroad companies of the cost of sub-drainage and of any other sub-surface work, and the laying and re-laying of any pipes, which may be necessary to be done at the expense of said railroad companies and said street railway company.

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

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

CITY OF DETROIT

By Oscar B. Marx, Mayor.

By JAMES CRANSEAW, JR.
Chairman Committee on Grade Separation

RICHARD LINDSAY
City Clerk

THE MICHIGAN CENTRAL RAILROAD COMPANY
A. H. Smith, President

Attest: E. F. STEPHENSON,
Assistant Secy

THE NEW YORK CENTRAL RAILROAD COMPANY
A. H. SMITH,
President

Attest: E. F. STEPHENSON
Asst. Secretary

M.C.R.R. APPROVAL,
Form: HENRY RUSSELL,
General Counsel

Plan and Estimate: G. H. WEBB
Ch. Engineer

Plan and Operation: S. W. BROWN
Gen. Supt.

For Execution: E. D. BROFNER,
Gen. Manager
J. J. TURNER

PERE MARQUETTE RAILROAD COMPANY
PAUL H. KING,
Receiver

Approved as to form: J.S. PARKER,

WABASH RAILWAY COMPANY
By E.F. KEARNEY,
President

For approved: N.S. BROWN
Accounting: L.G. SCOTT, Comptroller
Description: A. C. CUNNINGHAM, Chief Engineer
Operation: J. E. TAUSSIG, Vice President
Attest: T. J. TOBIN
Asst. Secy.

DETROIT UNITED RAILWAY
By F.W. BROOKS
President

Correct in form and execution,
BERNARD F. WEADOCK, Atty.
Attest: A.E. PETERS
Secretary

NEW YORK CENTRAL RAILROAD

For Approved: Robert J. Cary
Description approved: G.C. CLEVELAND
Terms and Conditions Approved:
F.R. WILSON, D.C. MOON, A.T.H.

A 6

CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
CITY ENGINEER'S OFFICE
BUREAU OF HIGHWAYS AND EXPRESSWAYS

Abstract of the Agreement for Grade Separations in the district from Junction Avenue to the River Rouge (XU-32-XU39) on May 29, 1916.

The parties of this Agreement are the City, the Michigan Central Railroad Company, New York Central Railroad Company, Wabash Railway Company, Pere Marquette Railroad Company, referred to as the Railroad Companies, and the Detroit United Railway Company (DUR).

The WHEREAS clauses detail the City's desire to discontinue grade crossings in the subject area and replace them with overhead crossings by the Railroad Companies. It also stated that profiles and vertical clearances had been agreed to by the City and the Railroad Companies.

The body of the agreement states:

- Section 1 - The City shall adopt the lines and profiles shown on the plans marked "Exhibit A" and not require the Railroad Companies to raise their bridges higher than the level fixed by the profile.
- Section 2 - The City will depress the grades of any streets, now opened or to be opened, for the purpose of separating grades in order to conform to the profiles. The City authorizes the construction of the new grade separations and assumes liability and payment from any damages resulting from the construction. The Railroad Companies indemnify the City from any claims of tenants occupying the railroad ROW under lease.
- Section 3 - The DUR shall construct and build the entire work involved including excavating, paving and repaving, all retaining walls, abutments, sidewalks and guard rails, etc. Also any sewers, water or drain pipes which are the property of the City which might be disturbed shall be restored to the satisfaction of the City Engineer.
- Section 4 - (MAINTENANCE) - After construction, the City shall maintain all sewer and water pipes, the roadway, pavement, and the sidewalks on the streets and avenues. The Railroad Companies shall maintain all other parts of the structure including wings and retaining walls of the approaches. *SEE SUPP. A-10 B-11-24
- Section 5 - The City shall have the right to demand separation of any streets shown and designated on the profiles, and the DUR shall adopt plans and construct the grade separation. The MCRR and the NYCRR shall not be required to do work elsewhere in the City, under former agreements, before construction is completed. In any case the Railroad Companies shall not be required to spend in excess of \$200,000 in any one year in separating grades in the City of Detroit.
- Section 6 - The Railroad Companies may separate the grades of any street now opened in the district and the City will adopt plans and specifications under the terms and conditions of this agreement.

Section 7 - The City will temporarily close streets deemed necessary during construction.

Section 8 - The Street Railway Company, under supervision of the Commissioner of Public Works, will reroute their street railway tracks through other streets during construction and then relay them after the construction has been completed.

Section 9 - The provisions of this contract apply only to streets shown on the profile and any new streets opened shall be depressed below the tracks, and the City shall assume the entire expense for the new construction.

Section 10 The Railroad Companies waive all claims for damage resulting from construction of new grade separations referred to in Section 9.

Section 11 The Street Railway Company shall perform the work of removing its tracks and trolley wires and the reconstruction of them in the district.

Section 12 This agreement or any ordinances to be passed by the City shall not restrict the DUR in any of the rights they now possess in respect to the street crossings.

Signatures of Authorized Officials

RK/wf
January 14, 1971

Ref: Grade Separation Files A6, A9, A10, A28

RECORDERS COURT FUND.

17—Heitman-Garand Co., printg. \$ 5 63
 18—R. L. Polk & Co., city direc-
 tories 20 00

\$ 25 63

STREET OPENING.

6—Detroit Legal News Co., ad-
 vertising \$ 3 52
 7—Heitman-Garand Co., printg. 5 63

\$ 9 15

GEO. ENGEL,
 Controller.

Referred to Committee on Claims and
 Accounts.

From the Controller.

To the Honorable the Common Council:
 Gentlemen—The Board of Education of
 the City of Detroit having annexed School
 Districts Nos. 7, 8 and 10 Fr. Township
 of Greenfield, the following moneys have
 been received from the respective dis-
 tricts, and have been deposited with the
 City Treasurer.

School Dist. No. 7.....\$ 2,259.00
 School Dist. No. 8.....141,842.73
 School Dist. No. 10 Fr. 2,842.54
 \$146,944.27

Credited as follows:

Annexed District Sinking
 Fund\$ 7,003.13
 Interest Fund 618.20
 Bd. of Education Build-
 ing Fund 139,232.94
 \$146,944.27

The indebtedness of these Districts an-
 nexed by the City of Detroit is as fol-
 lows:

DISTRICT NO. 8—

1 Bond, due March 1, 1918, 6
 per cent\$ 3,500 00
 150 Bonds, due July 15, 1931, 4½
 per cent 150,000 00

DISTRICT NO. 10—

1 Note, due Oct. 17, 1916..... 2,500 00
 1 Bond, due May 1, 1917, 5 per
 cent 1,000 00
 13 Bonds (annually from Oct. 1,
 1916), 5 per cent 13,000 00
 30 Bonds, due Oct. 1, 1929, 5 per
 cent 30,000 00
 \$200,000 00

Respectfully submitted,

GEO. ENGEL,
 Controller.

Accepted and placed on file.

From the City Treasurer.

To the Honorable the Common Council:
 Gentlemen—The following city deposi-
 tories have paid their quarterly interest
 into the City Treasury for the period end-
 ing September 30, 1916:

National Bank of Commerce\$ 9,382 14
 First and Old Detroit National
 Bank 11,057 42
 Peninsular State Bank 7,400 76
 People's State Bank 7,400 76
 Dime Savings Bank 7,400 75
 Merchants National Bank 3,700 37
 German-American Bank 2,457 96
 American State Bank 1,271 80
 Central Savings Bank 1,225 95

Total\$51,258 00
 Dime Savings Bank, Detroit City
 sinking fund com.\$ 1,420 60

Grand total\$52,678 60

Respectfully submitted,

MAX. C. KOCH,
 City Treasurer

Accepted and placed on file.

From the City Treasurer.

To the Honorable the Common Council:
 Gentlemen—I herewith submit my trial
 balance for September 30, 1916.
 Yours respectfully,

MAX. C. KOCH,

City Treasurer.

Accepted and placed on file.

For trial balance, see file of Council
 proceedings of this date.

From the Corporation Counsel.

Hon. Richard Lindsay, City Clerk:

Dear Sir—I am sending you herewith
 grade separation agreement made between
 the City of Detroit and the Michigan
 Central Railroad Company, New York
 Central Railroad Company, Wabash Rail-
 way Company, Pere Marquette Railroad
 Company and the Detroit United Railway
 for the separation of grades between
 Junction Avenue and River Rouge.

I would recommend that this agreement
 be printed in the proceedings of the Com-
 mon Council for future reference, and
 that the original herewith sent you be
 filed by you.

Yours very truly,

HARRY J. DINGEMAN,

Corporation Counsel.

GRADE SEPARATION AGREEMENT.
 City of Detroit and The Michigan
 Central Railroad Company, The New
 York Central Railroad Company, Wa-
 bash Railway Company, Pere Mar-
 quette Railroad Company, Detroit
 United Railway.

**Contract for the Separation of
 Grades, Junction Avenue to River
 Rouge.**

DETROIT UNITED RAILWAY

Interurban Building

Detroit, Mich., August 21st, 1916.

Mr. Harry Dingeman,
 Corporation Counsel.

Dear Sir—I enclose herewith Grade Sep-
 aration agreements, signed by the Mich-
 igan Central, Wabash, Pere Marquette
 and Lake Shore and this Company, for
 the separation of grades between Junction
 Avenue and the River Rouge.

The present contract does not provide
 sufficient clearance for our cars. We are
 signing this contract upon the assurances,
 this day made, that the City would de-
 press its streets six inches lower and the
 railroads elevate their tracks six inches
 higher than that indicated in this con-
 tract, and also upon the condition that
 the parties hereto sign a supplemental
 contract to this effect.

Very truly yours,

E. J. BURDICK,

Asst. Genl. Manager.

**THIS AGREEMENT, made this 29th
 day of May, A. D. 1916, by and between the
 City of Detroit, a Municipal Corporation,
 hereinafter called the City, party of the
 first part, and The Michigan Central
 Railroad Company, The New York Central
 Railroad Company, Wabash Railway
 Company, Pere Marquette Railroad Com-
 pany, Dudley E. Waters and Paul H.
 King, Receivers, hereinafter called the
 railroad companies, and the Detroit
 United Railway Company, hereinafter
 called the street railway company, parties
 of the second part:**

WITNESSETH:

Whereas, the City desires to discon-
 tinue as soon as may be practicable the
 grade crossings in the said City at the
 intersections of the several streets in
 the district from Junction Avenue to

River Rouge, with the rights of way owned, used and occupied by said railroad companies and to substitute therefor overhead crossings by said railroad companies, and the parties hereto by their duly authorized representatives have agreed upon uniform profiles fixing the minimum elevations of the extreme under clearances of bridges to carry the tracks of said railroad companies which shall be elevated in said district, to provide for separation of grades of the several streets at present opened and used or which may be hereafter opened and used across said rights of way, and have also reached an agreement determining the method, the terms and the conditions of and general specifications for effecting said changes in said crossings;

Now, therefore, in consideration of the premises and the mutual undertakings of the parties hereinbefore expressed, it is agreed:

1. The City shall by proper ordinance adopt the lines shown on the profiles identified by the signature of the City Engineer and the signature of the Chief Engineer of The Michigan Central Railroad Company, and filed in the office of said City Engineer, and made a part hereof and marked "Exhibit A," as the profiles permanently fixing the levels in said district in said City between Junction Avenue and the River Rouge, to which the streets shall be depressed and the levels of the minimum under clearance of bridges required to carry the tracks when elevated to provide for the separation of grades of the streets at present opened and used or which may be hereafter opened and used across the rights of way of said railroad companies within the limits of said district; and the City hereby covenants and agrees that the said railroad companies shall not be required to raise their bridges at the intersection of any street within the limits of said district higher than the level fixed by said profiles, respectively, and that the separation of grades at all street crossings within said district shall be effected hereafter by lowering the grades of the streets sufficiently to allow the streets to pass under the railroad tracks when so elevated.

2. That the City shall from time to time by proper ordinance whenever required for the purpose of separating grades, change and lower the grades of the several streets now opened and used, or hereafter to be opened and used across said rights of way at the crossings within the limits of said district aforesaid so as to permit the separation of grades in accordance with the profiles aforesaid; and it shall thereby authorize the construction of said railroads overhead across said streets at such new grades, and shall and hereby does assume the payment of all abutting damages, if any there be, to the property of persons (other than the parties of the second part) arising in any way from said change in the grade of any such streets, and all costs, expenses, charges or liability in any proceedings which may be instituted to effect such separation of grades or which may be instituted to prevent the performance of this agreement; it being understood that the performance on their part of this contract shall release and discharge said railroad companies from any and all assessments, charges, damages or liabilities, and be accepted as a full discharge and acquittal of all obligations, present or future, to abutting owners, or arising from the failure of the City to adjust or

pay such damages, costs or expenses in connection with such grade separation and changes of grade; and the City hereby assumes to itself and agrees to pay and assume and indemnify and save harmless said parties of the second part and each of them from and against all assessments, damages, costs or expenses, except for construction as hereinafter mentioned, without charge, recourse to or recharge over against such second parties or any of them; and the parties of the second part hereby respectively waive any and all claims for damages by reason of the change of grade of any of said streets to any abutting property owned or controlled by them or any of them within said district; and the said railroad companies respectively agree to save, keep harmless and indemnify the City from any claims of tenants now occupying said railroad companies' rights of way under leases, for any damages to any parts of said rights of way so occupied, caused by the change of grade herein provided for of any of said streets, and will insofar as they shall be able by the exercise of rights reserved by them under the terms of existing leases prevent or reduce any such claims of tenants now occupying property belonging to said railroad companies outside the limits of their rights of way, and in future leases made by them will provide that any claim for such damages shall be waived.

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

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

All such work shall be done in accordance with said profiles and the general specifications hereto attached and made a part hereof and with particular plans to be agreed upon, which plans (reasonable provision being made therein for access to and from the property of said railroad companies) shall be substantially the same as the plans adopted for the separation of grades of Grand River Avenue, Warren Avenue and Beau-bien Street and conform thereto as nearly as may be practicable. In case of failure of the parties hereto to agree upon the plan for any crossing the plan to be adopted shall be determined by a board of arbitrators, consisting of the persons who at the time may be the City Engineer and Chief Engineer of said Michigan Central Railroad Company and the Presiding Judge of the

Wayne Circuit Court, and the plan determined upon by said arbitrators or by a majority of them shall be adopted by the parties hereto. The said second parties and each of them shall release all damages, charges or claims arising from loss of traffic or otherwise occasioned by said changes of grades.

4. After the completion of the work of separation of grades at any street, the City shall maintain and repair or cause to be maintained and repaired at its own expense all sewer and water pipes, the roadway, pavement and the sidewalks on the streets and avenues, except as between the City and the street railway company. The street railway company tracks and also the spaces between the same shall be maintained and kept in repair by the street railway company when so provided by ordinance; and the said railroad companies shall maintain and repair or cause to be maintained and repaired at their expense all other parts of the structure as shown upon the plans and specifications for the separation of grades at said several streets, including wings and retaining walls of the approaches.

5. The City shall have the right to demand the separation of grades at any of the streets shown and designated upon the profiles and the schedule hereto attached and made part hereof within said district in accordance with the method and under the terms and conditions of this agreement, in which case the parties of the second part hereby agree to adopt the plans and specifications to be determined upon as aforesaid for effecting such changes of grade, and to perform the work of construction and maintenance and all obligations on their part in accordance with and under the terms and conditions of this agreement; provided that the grades shall be separated only at crossings lying next to the streets where the grades shall have been separated.

The said The Michigan Central Railroad Company and said The New York Central Railroad Company, having with other Railroad Companies heretofore entered into agreements with the City of Detroit for the separation of grades on other streets and in localities elsewhere in said City, shall not be required to do any work under said former agreements while they are at work separating the grades in districts mentioned and specified herein, but, if before the work under this agreement shall have been completed, the Common Council of the City of Detroit desires work under said former agreements to be resumed and so directs, then during such work the Railroad Companies, party to this agreement shall not be required to do any work hereunder unless all the work so to be performed shall not require the expenditure of more than Two Hundred Thousand Dollars (\$200,000.00) in any one year by the Railroad Companies, parties to this agreement. It being agreed and understood that all the said Railroad Companies who are parties to this agreement shall not be required to expend an aggregate sum in excess of Two Hundred Thousand Dollars (\$200,000.00) in any one year in separating grades in the City of Detroit.

6. Said railroad companies may from time to time separate the grades of any street now opened and used across their rights of way within said district in accordance with the method and under the terms and conditions of this agreement, and in such case the City agrees to adopt the plans and specifications to be determined upon as aforesaid for effecting

such changes of grades and to perform all the obligations on its part in accordance with the method and under the terms and conditions of this agreement.

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

8. The said street railway company shall be authorized, in order to facilitate the work and for the accommodation of the public during the pendency thereof at each street, to construct under the supervision of the Commissioner of Public Works street railway tracks through some other street or streets in that locality to be designated by said Commissioner of Public Works, the same to be temporary and to be removed by said street railway company when the separation of grades at the street from which the tracks have been diverted shall have been completed; and it is hereby authorized to relay its tracks upon all streets where the same are or have been laid within said district at the time when said grade separation is effected; provided, that nothing in this paragraph contained shall be taken to grant any franchise right or add to or take away any of the franchise right of said street railway company.

9. The provisions of this contract shall apply only to the streets shown and designated upon the profile and schedule hereto attached which are made a part hereof; and the City covenants and agrees that any streets which may be opened and used hereafter across said rights of way shall be constructed at a grade sufficiently lower than the grade of the railroad tracks when elevated in accordance with said profile, to permit the streets to pass under the tracks; and the City shall assume and pay the entire cost of the work of such separation of grades at such new crossings.

10. The railroad companies hereby waive any and all claims for damage arising from the opening of such new streets across said rights of way and all claims for damages to any abutting property owned or controlled by them or either of them arising therefrom, and hereby release all damages, charges, or claims arising from the loss of traffic or otherwise occasioned by the separation of grades at said crossings of such new streets.

11. Said street railway company shall perform all the work of removing its tracks and trolley wires and of the reconstruction thereof upon any street where its street railway tracks are laid within said district, including the pavement between the outer rails of its tracks, at their sole cost and expense, and shall also bear an equal proportion with each of the railroad companies of the cost of sub-drainage and of any other sub-surface work, and the laying and re-laying of any pipes, which may be necessary to be done at the expense of said railroad companies and said street railway company.

12. Neither this agreement, nor anything contained in the ordinances and resolutions to be passed by the City of Detroit, as above provided, shall restrict or limit the parties of the second part in any of the rights they now possess in

Retaining walls continuous with abutment walls shall be built throughout the limits of the rights of way of the railroads except where necessary to provide access from the street to the property of the railroad companies.

Retaining walls to support adjacent property at its existing level, with necessary steps or approaches to same, shall be built where required within the limits of the proposed change of grade except where the difference of elevation is less than two feet, and in accordance with particular plans to be agreed upon.

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

All sidewalks to be constructed of concrete and all driveways are to be paved with such materials as the Commissioner of Public Works may direct according to the City's specifications as far as the same are applicable, and under the supervision of the said Commissioner of Public Works and the City Engineer.

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

Drainage of driveways shall be provided for in accordance with plans furnished or approved by the City Engineer.

Bridge floors shall be water tight with proper conductor pipes leading to city drains, together with drains laid behind and through abutments and retaining walls constructed to the satisfaction of the City Engineer.

All of the above agreed upon construction within the limits to be completely done by the railroad companies with all reasonable dispatch at their cost.

The City Engineer shall establish the street lines and the elevations and cross-sections for pavements.

The City Engineer shall furnish particular plans showing grades and dimensions of curbs, pavements and sidewalks, subject to the schedule herein contained.

The City shall undertake to see that such pipes, conduits, wire lines or other semi-public or private appurtenances as may be affected by the work are reconstructed by the owners.

The City shall provide that the Street Railways whose tracks occupy part of any of said streets where the grade is to change shall make such changes in their tracks from time to time as may be directed by the Engineer of the Railroad Companies in charge of the work, and, further, that all of the traffic in the part of the street where grade is to be changed shall be suspended at and during the time that said Engineer shall deem it necessary for the safe conduct and expedition of the work.

The City shall provide by proper resolution for the removal and reconstruction of said Street Railway Company's tracks and for such portion of the removal and construction or reconstruction of the pavement in the driveways as devolves upon the Street Railway Company in any way by their occupancy of the streets.

The City to provide that the crossings which may have been heretofore used at Harbaugh and Herkimer Streets to be closed and abandoned and that the crossings of Springwells Avenue to be so changed that its alignment shall be at right angles to that of the Railways.

Lafayette Avenue and either Green or Beard Avenue as before mentioned shall

be considered as having been opened across the rights of way of the Railroads and the grades separated according to these specifications.

Accepted and placed on file.

Ald. Freiwald entered and took his seat.

From the Department of Public Works.

To the Honorable the Common Council:

Gentlemen—The failure of the Hanly-Casey Equipment Company, sub-contractors for the mechanical equipment for the Municipal Court Building, under Irwin & Leighton, made it necessary for the latter to complete this portion of the work themselves.

It was found immediately after the failure of the Hanly-Casey Company that the order placed with the manufacturers for boilers and stokers had been cancelled. However, they were able to get the Heine Boiler Company to furnish the boilers, and shipment of same is now promised for October 18.

In reference to the stokers, for which the Murphy Iron Works had the contract, these have been sold to another party in the meantime, and cannot be replaced by the Murphy Iron Works before some time in December. An order, therefore, has been placed with the Detroit Stoker Company to furnish the stokers, who have promised shipment within 30 days.

I have agreed to this change in the specifications in order to facilitate the work, and hereby notify your honorable body of the same.

Respectfully submitted,

GEORGE H. FENKELL,

Commissioner.

Accepted and placed on file.

From the Department of Public Works.

To the Honorable the Common Council:

Gentlemen—In reply to a notice from this office, the following proposals were received for furnishing one (1) contractor's pump, No. 743, Novo motor, manufactured by A. A. Parker, Waterford, N. Y.:

John Lennane, \$310.

John Lennane is the only and lowest bidder.

The Department of Public Works has entered into contract with said lowest bidder, and hereby asks the approval and confirmation of the same by your honorable body.

Respectfully submitted,

GEORGE H. FENKELL,

Commissioner.

By Ald. Burton:

Resolved: That the contract entered into by the Department of Public Works with John Lennane for furnishing one (1) contractor's pump, No. 743, Novo motor, manufactured by A. A. Parker, Waterford, N. Y.; total cost, f.o.b. Detroit, \$310, be, and the same is hereby approved and confirmed.

Adopted as follows:

Yeas—Ald. Allan, Ashe, Barnett, Blell, Burton, Case, Cranshaw, Dill, Ellis, Field, Freiwald, Glinnan, Guthard, Hindle, Jakel, Keating, Kocher, Krimmel, Kronk, Kunz, Lempke, Littlefield, Lodge, Nowc, Richert, Robinson, Schemansky, Schultz, Starkey, Thompson, Vernor, Wartell, Wenzel, A. E. Wilson, W. J. Willson, Zink, Zoeller, and the President

—33.

Nays—None.

From the Department of Public Works.

To the Honorable the Common Council:

Gentlemen—In reply to a notice from this office, the following proposals were received for paving streets and alleys:

Rapp, Steven (MDOT)

To: Adefeso, Olukayode (MDOT)
Cc: D'Lamater, James (MDOT); Hissong, Tina (MDOT)
Subject: RE: Railroad Bridge over Fort St. near Lawndale, Detroit, MI

Kay,

These old agreements from Detroit are somewhat cumbersome to read through, but my take from the May 29, 1916, agreement is that the railroads (Conrail at X03, NS at X02 of 82073) maintain and repair the bridges; the road authority maintains and repairs the roadway, pavement and sidewalks. Another agreement dated Aug. 11, 1924, states the City maintains, repairs, and renews "all wings, retaining walls, abutments, guard rails and supports of adjacent buildings beyond and outside of the rights of way of the said "Railroads", and each of them."

From: Adefeso, Olukayode (MDOT)
Sent: Wednesday, July 13, 2016 3:04 PM
To: Rapp, Steven (MDOT) <RAPPS@michigan.gov>; Statzer, Edward M. <E.Statzer@conrail.com>
Cc: D'Lamater, James (MDOT) <DLamaterJ@michigan.gov>; Hissong, Tina (MDOT) <HissongT@michigan.gov>
Subject: RE: Railroad Bridge over Fort St. near Lawndale, Detroit, MI

In other words, you're saying the State does not have maintenance responsibility for this bridge (X03). Correct?

Kay A.

From: Rapp, Steven (MDOT)
Sent: Wednesday, July 13, 2016 2:59 PM
To: Adefeso, Olukayode (MDOT) <AdefesoO@michigan.gov>; Statzer, Edward M. <E.Statzer@conrail.com>
Cc: D'Lamater, James (MDOT) <DLamaterJ@michigan.gov>; Hissong, Tina (MDOT) <HissongT@michigan.gov>
Subject: FW: Railroad Bridge over Fort St. near Lawndale, Detroit, MI

7-13-16
Kay (and Ed),

Based on the pictures you sent (attached) and the marked location (on aerial photo) of the backwall (which shows as being on the RR bridge with steel piers), and info in the file, it appears this is on X03 of 82073, which carries Conrail over Fort St. west of Lawndale. I've copied Ed Statzer at Conrail for his action – inspecting and making repairs as needed.

The agreements on file for X03 were provided by the City of Detroit as Fort St. was not a State Trunkline when the bridges were initially constructed; the agreements indicate the railroad is responsible to maintain the structure.

Ed – please inspect and repair as may be needed.

Thanks,
Steve

Steven M. Rapp, P.E.
Railroad Grade Separations Engineer
Michigan Department of Transportation

From: Steve Rapp
To: Voigt, Jason
Subject: Re: Str. # for Fort St. over RR

X02¹ X03 OF 82073
 (NS) (CR)

5-5-03
 Jason,

Thanks for the info. I'll keep an eye open for the agreements.

Steve

>>> Jason Voigt 05/01/03 09:22AM >>>
 Steve,

There are a total of 4 RR bridges in this stretch of road that we (MDOT) took over. I have listed what we have listed for what rail roads are involved, however, these could be wrong.

	NS & CR	
R01-82073	(M-85 over N&W RR)	CSX
X01-82073	(M-85 under Conrail and C&O RR)	West of Dearborn St.
X02-82073	(M-85 under Norfolk and West RR)	West of Lawndale St.
X03-82073	(M-85 under Conrail)	West of Lawndale St.

I am currently looking into what we can do at R01-82073, since this is considered a historical bridge and is in terrible shape.

OF 82073

The City of Detroit did turn over agreements for X01, X02, and X03. I have put them in the mail to you this morning. I hope you have a law degree to go through them. They date back to the 20's. The City indicated that as far as they were concerned, these bridges were the responsibilities of the respective railroads. These bridges, additionally, are not in the best of shape.

Bruce, As for a load restriction, Paul Dlugopolski is looking into it and will advise us of what the load restriction is at R01, S01 and S02 of 82073. If you need anything else, give me a call.

>>> Steve Rapp 04/30/03 11:50AM >>>
 4-30-03
 Jason,

Just found out from Bruce Bordner that MDOT recently acquired Fort St. over the RR tracks just north of Schaefer. This is now CS 82073. Do you know the Structure Number for the bridge over the tracks here?

Also, if there are any other RR grade separations {R and/or X structures} we recently took over from the City, could you provide me with the numbers and locations, so I can set up files here. The City of Detroit should have provided MDOT with the structure agreements at time of transfer, but this may or may not have been done (I have none here). I need to have the agreements for future use in coordination of repairs, etc., with the RRs.

Thanks,
 Steve

CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
CITY ENGINEERING DIVISION

900 CADILLAC TOWER
DETROIT, MICHIGAN 48226-287
PHONE 313•224•3949
FAX 313•224•3471
WWW.CI.DETROIT.MI.US

March 20, 2001

Andrew Zeigler
Planning Division
Michigan Department of Transportation
18101 W. Nine Mile Road
Southfield, MI 48075

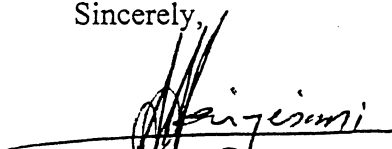


RE: Jurisdiction Transfers along West Fort
(Campus Martius Agreement)

Accompanying this letter are the information you requested for in your letter to Stephanie Green, DPW - Interim Director, dated January 18, 2001 requesting for information on any maintenance agreements between the City and the railroads along Fort Street in Detroit.

Please contact Mr. Earl Howard, Structural Engineer at 224-3978 for any other question on these agreements.

Sincerely,


Sunday Taiyesimi
City Engineer

SAJ:rc

Enclosures

cc: Earl Howard (letter only)



FAX

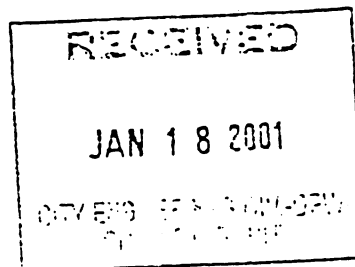
To: Stephanie Green
City of Detroit
Fax #: 313-224-1464
Subject: Jurisdiction Transfers Along West Fort (Campus Martius Agreement)
Date: January 18, 2001
Pages: 1, including this cover sheet.

COMMENTS:

Doses the city of Detroit have maintenance agreements with the railroads for any of the following structures? If so, can you provide us a copy so we can understand what our maintenance responsibility will be when we have jurisdiction for Fort Street.

82073
X01 of ~~82418~~ 0800130; Fort Street West of Dearborn Street, Conrail and ^{CSX} ~~C&O~~ Railroad
X01² of ~~82418~~ 0800131; Fort Street West of Lawndale Street, ^{NS} ~~Norfolk and Western~~
X02² of ~~82418~~ 0800131; Fort Street West of Lawndale Street, Conrail

Please call me if you have any questions. Thanks.



From the desk of...

Andrew Zeigler
Planning Division
MDOT
18101 W. Nine Mile Road
Southfield, MI 48075

(248) 483-5108
Fax: (248) 569-3103

MEMORANDUM

TO: Sunday A. Jaiyesimi, P.E.
City Engineer

FROM: Earl C. Howard, P.E.
Structural Engineer

ECJH

SUBJECT: Jurisdictional Transfers Along West Fort (Campus Martius Agreement)
City-Railroad Maintenance Agreements

DATE: February 8, 2001

In response to your request of February 2, 2001 the following information is submitted in regard to the MDOT letter to Ms. Green requesting information.

MDOT Structure Identification

- 1 - X0³₂ of ~~82418~~⁸²⁰⁷³ 0800131; Fort Street West of Lawndale Street, Conrail
- 2 - X0²₁ of ~~82418~~ 0800131; Fort Street West of Lawndale Street, ~~Norfolk and Western~~^{NS}
- 3 - X0¹₁ of ~~82418~~ 0800130; Fort Street West of Dearborn Street, Conrail and ~~C & O~~^{CSX} Railroad

The above "MDOT Structure Identification" is how each bridge structure is identified in the MDOT, Planning Division letter of January 18, 2001. The numbers, 1 to 3, are added for easy reference.

City Structure Identification & Maintenance Agreement

<u>MDOT STR. NUMBER</u>	<u>City Bridge Number</u>	<u>State Structure No.</u>	<u>State Bridge ID</u>	<u>City-Railroad Agreement No.</u>
X03 - 82073	1 - XU-39a	12349	0013100 X01	A-6, A-9, A-10, A-12 & A-28
X02 - 82073	2 - XU-39b	12350	0013100 X02	A-6, A-9, A-10, A-12 & A-28
X01 - 82073	3 - XU-40	12348	0013000 X01	A-14

(Continued)

The above "City Structure Identification & Maintenance Agreement" table corresponds to current City-State records on file with the Structural Bureau. The numbers are used to refer to the same number structure in the MDOT Planning Division letter.

The far right column, "City-Railroad Agreement Number" lists the agreement numbers that our files indicated would have mentioned the bridge structures identified by the MDOT letter.

A copy of each agreement is attached for your use. Additionally, you will find attached a copy of "MDOT Structure Inventory and Appraisal" form. This form, as coded, indicates that the bridge structures are maintained and owned by the railroads, Item 21 and 22 are coded "27", copy of code guide is attached also.

ECH/lp

Attachments

Stephanie R. Green (letter only)

William L. Talley (letter only)

Pontis Bridge ID

824180800131X01

Michigan Department of Transportation

Structure Inventory and Appraisal

Code in red ink

X02 of 82073

MDOT Bridge ID

8218084 0013100X01

County City Code Region TSC Code

Structure No. 7- Facility Carried

NORFOLK & WEST RR

6- Feature Intersected

FORT ST

6B- Crit

FORT ST WEST OF LAWDALE

Place Code

22000

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

8218084 0013100X01

County

82

City Code

1808

Region

07

TSC Code

7D

MDOT Bridge ID

Item 21 - Maintenance Responsibility**(XX)**

The actual name(s) of the agency(s) responsible for the maintenance of the structure shall be recorded on the inspection form. The codes below shall be used to represent the type of agency that has primary responsibility for maintaining the structure. If more than one agency has equal maintenance responsibility, code one agency in the hierarchy of state, federal, county, city, railroad, and other private.

<u>Code</u>	<u>Description</u>
01	Michigan Department of Transportation
02	County Highway Agency
03	Town or Township Highway Agency
04	City or Municipal Highway Agency
11	State Park, Forest, or Reservation Agency
12	Local Park, Forest, or Reservation Agency
21	Other State Agencies
25	Other Local Agencies
26	Private (other than railroad)
27	Railroad
31	State Toll Authority
32	Local Toll Authority
60	Other Federal Agencies (not listed below)
62	Bureau of Indian Affairs
64	U.S. Forest Service
66	National Park Service
68	Bureau of Land Management
69	Bureau of Reclamation
70	Military Reservation/Corps of Engineers
80	Unknown

Item 22 - Owner .**(XX)**

The owner of the bridge must be recorded on the inventory sheet.

The actual name(s) of the owner(s) of the bridge shall be recorded on the inspection form. The codes used in Item 21 - Maintenance Responsibility shall be used to represent the type of agency that is the primary owner of the structure. If more than one agency has equal ownership, code one agency in the hierarchy of state, federal, county, city, railroad, and other private.

Joint ownership by 2 or more railroads should be coded 27.

Pontis Bridge ID

824180800131X02

Michigan Department of Transportation

Structure Inventory and Appraisal

Code in red ink

X03 of 82073

MDOT Bridge ID

8218084 0013100X02

Structure No.	7- Facility Carried	6- Feature Intersected	9- Location	Place Code	County	City Code	Region	TSC Code																			
1 12350	CONRAIL	FORT ST	FORT ST WEST OF LAWDALE	22000	82	1808	07	7D																			
27	106	202	203	19	20	21	22	28A	29	114	109	32	32A	33	34	35	36- Safety Features	37									
Yr Bilt	Yr Rec	Yr Pt	Yr Ovly	Detour	Toll	Maint	Owner	Lns On	ADT	Yr ADT	Yr Fut ADT	Trk % App Rd	App Pvt	Med	Skew	Flare	RL	TR	AP	TM	Hist						
1924		1924				27	27								0	55	0	0	0	0	0	5					
26	104	100	110	105	42A	12	13A	13B	5-Route On	11	10- Vert Clr	Inv Rte	53	47- Horiz Clr	50- Rail/Post												
Func Cl	Hwy Sys	STR	TrNt	Fed Lnd	Serv On	Base	LRS	Inv Rte	Sub TYP	KIND	LVL	RTE	NO	DIR	PR	Number	Km Pt	Lat Clr	56	147- Horiz Clr	Un	117- Best Vrt Clr	Undr	309	77	78	
45	46	48	49	50- SW Widths	51	52	54- Min Vert	Underclr	55	Feat	Lat Clr	56	Lat Clr	56	Lat Clr	56	Lat Clr	56	Lat Clr	56	Lat Clr	56	Lat Clr	56	Lat Clr	56	
Main Sp	App Sp	Max Span	Brg Lngth	LT	RT	Clr Rdwy	Dk Width	LT	RT	H	4.21	H	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6		
4	0	16.4	55.7	0.9	0.9	0.9	19.5	H	.00	H	.00	H	.00	H	.00	H	.00	H	.00	H	.00	H	.00	H	.00		
226	204	200	110	42B	12	13A	13B	205-Route Under	211	219	28B	229	230	324	325	1975	999999	1977									
Fn Cl	Hy Sys	STR	TrNt	Serv Un	Base	LRS	Inv Rte	Sub TYP	KIND	LVL	RTE	NO	DIR	PR	Number	Km Pt	Det Un	Lns Un	ADT Un	Yr ADT Un	Fut ADT Un	Yr Fut ADT Un					
14	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
64M	63	64F	65	66	41	70	141	31	193- Ovd	Class	195	43- Main	44- Appr	107- Dk	108- Surface	101	102	103									
Mich Op	Rtg	Op Meth	Fed Op	Rtg	Inv	Meth	Inv	Rtg	Op/Post	Cl Post	Posing	Sign	Design	Class	ID	Rest	Analysis	ID	Br Type	Br Type	Type	A	B	C		Dir	Temp
7	50	2	0	2	45.5	A	5	-1	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Truck US Tons																											
90- Insp Date	91	58	58A	59	59A	60	61	62	67	68- Dk	69	71	72- Appr	92- Special Inspections	93- Special Inspection Date	113											
MM DD YYYY										Geom	Uncl	Water	Align	Frac Crit	Und Water	Other Spec	Und Water	Other Spec	Und Water	Other Spec	Und Water	Other Spec	Und Water	Other Spec	Und Water	Other Spec	
8	28	1998	24	5	N	4	5	6	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
75	76- Impr	Length	94 Bridge Cost	94 through 96	Improvement Cost (\$1000s)	95 Road Cost	96 Total Cost	97	38	39- Navig	40- Navig	111- Nav	116- Lift	112													
Work Type										Year Cost	Nav Clr	Protect	Brg Clr	NBI Lgth													
0	0.0									0	0	1	-1.000	Y													
16- Latitude	17- Longitude	98- Border Bridge	EPA ID																								
.00	.00	.00	0																								

Engineer's Seal

Remarks City Bridge # X0-396

Item 21 - Maintenance Responsibility**(XX)**

The actual name(s) of the agency(s) responsible for the maintenance of the structure shall be recorded on the inspection form. The codes below shall be used to represent the type of agency that has primary responsibility for maintaining the structure. If more than one agency has equal maintenance responsibility, code one agency in the hierarchy of state, federal, county, city, railroad, and other private.

<u>Code</u>	<u>Description</u>
01	Michigan Department of Transportation
02	County Highway Agency
03	Town or Township Highway Agency
04	City or Municipal Highway Agency
11	State Park, Forest, or Reservation Agency
12	Local Park, Forest, or Reservation Agency
21	Other State Agencies
25	Other Local Agencies
26	Private (other than railroad)
27	Railroad
31	State Toll Authority
32	Local Toll Authority
60	Other Federal Agencies (not listed below)
62	Bureau of Indian Affairs
64	U.S. Forest Service
66	National Park Service
68	Bureau of Land Management
69	Bureau of Reclamation
70	Military Reservation/Corps of Engineers
80	Unknown

Item 22 - Owner .**(XX)**

The owner of the bridge must be recorded on the inventory sheet.

The actual name(s) of the owner(s) of the bridge shall be recorded on the inspection form. The codes used in Item 21 - Maintenance Responsibility shall be used to represent the type of agency that is the primary owner of the structure. If more than one agency has equal ownership, code one agency in the hierarchy of state, federal, county, city, railroad, and other private.

Joint ownership by 2 or more railroads should be coded 27.