X01-82194 1967 Easement

Rapp, Steven (MDOT)

From: Jay, Tom (MDOT)
Sent: Thursday, January 19, 2017 12:30 PM
To: Shell, James (AG); Akinyemi, Oladayo (MDOT); Klucens, Raymond (MDOT)
Cc: Stewart, Robert (MDOT); Rapp, Steven (MDOT); D'Lamater, James (MDOT); Forbes, Colin (MDOT)
Subject: FW: Metro Fiber at Railroad crossings

Jim and All,
Here is the Easement information for the Property in the City of Detroit. Rob has done an excellent job of highlighting the "calls" in the legal description, so you can see where each piece is.

Please copy anyone else that I may have inadvertently forgotten.

Thank you, Tom Jay
Cell (586) 405-1430

From: Stewart, Robert (MDOT)
Sent: Wednesday, January 18, 2017 3:50 PM
To: Jay, Tom (MDOT)
Subject: RE: Conference call concerning JN 120424 railroad crossings

Hi Tom,

This is for the property in the City of Detroit.

Attached above (below) are Wayne County ROW Sheet 117 and Liber pages 305, 303 and the other pages Liber 301 to 310; that were recorded with it. If you open the WC ROW Sheet 117 you will see Parcels 3116C-E and 3116C; and then look at Liber 16534 page 305 to see how Parcel 3116C-E lays out. Also, notice that EXCESS SALES Parcel B, in Blue on Sheet 117, was sold to MCCR on 8-29-67; then we put a Highway ("highway purposes") Easement, Parcel 3116C-E, over it on 12-28-67! The cable company would have to get their own easement in this area?

Also, the legal description for Parcel 3116C can be seen (as Parcel 2) on Liber 16534 page 303, we, MDOT, own that; it was sold to us for 1.00 dollar by the railroad. They can put fiber optic cable in that area; as far as I know?

As a side note: The under lying fee owner of the land for Parcel 3116C-E is the Detroit River Tunnel Company.

WC ROW Sheet117-MARK...

Liber-16534-Page 305-303-Et-Al...

If anyone has any question please call me at: 248-483-5181.

Thank you,

Robert Stewart

From: Jay, Tom (MDOT)
Sent: Thursday, January 05, 2017 2:43 PM
To: Stewart, Robert (MDOT) <StewartR4@michigan.gov>
Subject: FW: Conference call concerning JN 120424 railroad crossings

Rob, If you would please pull copies of the R/W plan sheets and the appropriate deeds or easements for these 2 areas, tomorrow or Monday, we can discuss.

We are looking at the South Side of I-75 in Section 27 in the City of Taylor for one of these.

The other one is on the Westerly side of I-75 and was rebuilt as a part of the Gateway Project.

As I will be off tomorrow, please call my cell if you have any questions.
Thank you, Tom
Cell (586) 405-1430

From: Akinyemi, Oladayo (MDOT)
Sent: Wednesday, January 04, 2017 9:34 AM
To: Klucens, Raymond (MDOT); Rapp, Steven (MDOT); Jay, Tom (MDOT); Shell, James (AG); D'Lamater, James (MDOT)
Subject: FW: Conference call concerning JN 120424 railroad crossings

Here is the preliminary plans showing our proposed work.

<< File: RR Utility Coordination Sheets.pdf >>

From: Akinyemi, Oladayo (MDOT)
Sent: Wednesday, January 4, 2017 9:30 AM
To: Klucens, Raymond (MDOT) <KlucensR@michigan.gov>; Rapp, Steven (MDOT) <RAPPS@michigan.gov>; Jay, Tom (MDOT) <JayT@michigan.gov>; Shell, James (AG) <ShellJ2@michigan.gov>; D'Lamater, James (MDOT) <DLamaterJ@michigan.gov>
Subject: RE: Conference call concerning JN 120424 railroad crossings

Here is the google earth shot of the second railroad crossing in Downriver.

<< OLE Object: Picture (Device Independent Bitmap) >>

This is the railroad crossing over I-75 at the Gateway area.

<< OLE Object: Picture (Device Independent Bitmap) >>

From: Akinyemi, Oladayo (MDOT)
Sent: Wednesday, January 4, 2017 9:24 AM
To: Klucens, Raymond (MDOT) <KlucensR@michigan.gov>; Rapp, Steven (MDOT) <RAPPS@michigan.gov>; Jay, Tom (MDOT) <JayT@michigan.gov>; Shell, James (AG) <ShellJ2@michigan.gov>; D'Lamater, James (MDOT) <DLamaterJ@michigan.gov>
Subject: RE: Conference call concerning JN 120424 railroad crossings

Here is google map snap shot.

<< OLE Object: Picture (Device Independent Bitmap) >>

-----Original Appointment-----
From: Klucens, Raymond (MDOT)
Sent: Tuesday, January 3, 2017 3:58 PM
To: Klucens, Raymond (MDOT); Akinyemi, Oladayo (MDOT); Rapp, Steven (MDOT); Jay, Tom (MDOT); Shell, James (AG); D'Lamater, James (MDOT)
Subject: Conference call concerning JN 120424 railroad crossings
When: Wednesday, January 4, 2017 9:00 AM-10:00 AM (UTC-05:00) Eastern Time (US & Canada).
Where: phone call

Discuss Railroad crossing of ITS fiber conduit concerns on I-75 at gateway and downriver.

This conference call has been arranged to discuss Railroad crossing of ITS Fiber Conduit as it concerns the I75 and gateway downriver.

Host: Ray Klucens

Dial-In Number: 1-877-873-8017

Access Code: 6081517

Please invite anyone that I may have missed. Thank you.

HIGHWAY EASEMENT

L16534 PA305

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Michigan State Highway Commission of the State of Michigan, in order to construct a new highway, to be known as Fisher Expressway I-75, which will cross under the right-of-way and the railroad tracks located thereon of The Detroit River Tunnel Company, The Michigan Central Railroad Company and The New York Central Railroad Company in the City of Detroit, Wayne County, Michigan, by means of underpass grade separation structure, has requested that the said The Detroit River Tunnel Company, The Michigan Central Railroad Company and The New York Central Railroad Company grant to the State of Michigan an easement for highway purposes in and under that part of The Detroit River Tunnel Company and The Michigan Central Railroad Company and The New York Central Railroad Company said right-of-way hereinafter described.

NOW, THEREFORE, in consideration of the payment to it by the Michigan State Highway Commission of the sum of One Dollar ($1.00), and in further consideration of the performance of the terms and conditions relating to the construction of an underpass grade separation structure as contained in that certain agreement dated November 18, 1965, which was entered into between the State Highway Commission of the State of Michigan and The Michigan Central Railroad Company, The New York Central Railroad Company, The Detroit River Tunnel Company, and The New York Central Development Corporation. The Detroit River Tunnel Company, The Michigan Central Railroad Company and The New York Central Railroad Company hereby grant and convey to the State of Michigan an easement for highway purposes in and under the following described parcel of land:

A parcel of land comprised of parts of Private Claims 20 and 727; parts of Lots 27 and 28 of GEO. L. BEECHER'S FACTORY SITE SUB'N of that part of the BREVOORT FARM between MICHIGAN AVE. and M.C.R.R. Detroit, (Wayne County), Michigan, as recorded in Liber 22 of Plats, on Page 93, Wayne County Records, and parts of Lots 34, 35 and 36 of WM. WARNER'S Subdivision of Lot No. 4, Private Claim 727, (City of Detroit, Wayne County, Michigan), as recorded in Liber 1 of Plats on Page 205, Wayne County Records, said parcel being described as beginning at the point of intersection of the centerline (reference line of south bound Fisher Freeway), of proposed F.A. I-75 at Station 1260 + 63.39 with the south face of the south fascia girder of the proposed M.C.R.R. bridge over F.A. I-75, said point being distant N. 81° 09' 05" E., 256.49 feet measured along the easterly extension of the north gauge line of the existing M.C.R.R. east bound main track, and S. 08° 50' 55" E., 79.67 feet at right angles to said track, from the M.C.R.R. Valuation Survey Station 96 + 97.6'; thence proceeding from said point of beginning N. 88° 44' 01" W., 112.88 feet along the aforesaid south face of girder; thence S. 65° 51' 47" W., [redacted] feet; thence [redacted]; thence N. 81° 55' 58" W., 45.38 feet; thence S. 21° 05' 13" W., 8.91 feet to the line of the north face of the north fascia girder of aforesaid proposed M.C.R.R. bridge; thence N. 77° 30' 47" E., 112.21 feet along said north face of girder to the aforesaid Reference Line of south bound Fisher Freeway at F.A. I-75 Station 1262 + 00.31, said point being distant N. 81° 09' 05" E., 219.85 feet measured along the aforesaid easterly extension of the north gauge line of the M.C.R.R. East bound main track, and N. 08° 50' 55" W., 52.25 feet at right angles to said line of extension; thence [redacted] feet, continuing along the northerly face of said fascia girder and its easterly extension; thence S. 21° 49' 38" E., 219.33 feet to a point on the easterly line of Beecher Avenue, said point being on the easterly extension of the hereinabove mentioned south face of the M.C.R.R. bridge south fascia girder; thence [redacted] feet along said south face of girder to the point of beginning, subject to the rights of the public in that portion of Beecher Avenue and the alley south of and adjoining lot 36 of WM. WARNER'S Sub., (L-1, P-205) included within the limits of the above described parcel.

DESCRIPTION OK

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SCHEDULE "A" L16534 PA303

All those certain pieces or parcels of land situated, lying, and being in the City of Detroit, County of Wayne, and State of Michigan, described as follows:

PARCEL 1:

A parcel of land comprised of parts of lots 32, 33, and 34 of WM. WARNER'S Subdivision of Lot No. 4, Private Claim 727, (City of Detroit, Wayne County, Michigan), as recorded in Liber 1 of Plats, on Page 205, Wayne County Records, said parcel being described as beginning at the N. W. corner of lot 32 and proceeding thence S. 26° 47' 10" E., 81.62 feet along the frontline of said lots (easterly line of Beecher Avenue); then N. 65° 51' 50" E., 18.97 feet; thence N. 11° 18' 53" W., 85.36 feet along a limited Access line restricting all access, to the northerly line of lot 32; thence southwesterly along said northerly lot line 41.0 feet to the point of beginning.

PARCEL 2:

That part of the Michigan Central Railroad right-of-way in Private Claim 20, City of Detroit, Wayne County, Michigan, described as beginning at the intersection of the southerly line of said right-of-way with the westerly line of Beecher Avenue (60 feet wide), distant N. 26° 47' 10" W., 400.33 feet measured along said westerly line of Beecher Avenue from the northerly line of Ruskin Avenue and proceeding thence S. 82° 21' 53" [illegible] feet along the aforesaid southerly M.C.R.R. right-of-way line; thence [illegible] feet; thence N. 65° 51' 47" E., [illegible] feet; thence S. 88° 44' 01" [illegible] to the westerly line of Beecher Avenue; thence S. 26° 47' 10" E., 22.06 feet along said westerly line of Beecher Avenue to the point of beginning.

3116C *

PARCEL 3:

Part of lot 27 of GEO. L. BEECHER'S FACTORY SITE SUB'N of that part of the BREVOORT FARM between MICHIGAN AVE. and M.C.R.R. Detroit, (Wayne County), Michigan, as recorded in Liber 22 of Plats, on Page 93, Wayne County Records, said part being the northerly portion of a part of lot 27 conveyed to the Michigan Central Railroad by Warranty Deed dated December 22, 1909, and recorded February 2, 1910, in Liber 747 of Deeds, on Page 143, Wayne County Records; said northerly portion being described as beginning at a point on the northeasterly line of land described in said Deed (L-747, P-143) distant S. 26° 47' 10" E., 127.24 feet measured along the easterly line of lot 27 (westerly line of Beecher Avenue), and S. 65° 51' 50" W., 77.77 feet from the N. E. Corner of Lot 27, and proceeding thence S. 65° 51' 50" W., 6.62 feet to the southwesterly line of lot 27; thence northwesterly along said southwesterly line on the arc of a 215.93 feet radius curve concave northeasterly for a distance of 76.47 feet (the chord of said arc bears N. 54° 15' 37" W., 76.08 feet) to the northerly terminus of the aforesaid land conveyed by deed (L. 747, P. 143); thence southeasterly along the northeasterly line of the land conveyed by said deed on the arc of a 231.01 feet radius curve concave northeasterly for a distance of 80.00 feet to the point of beginning (the chord of said arc bears S. 58° 23' 08" E., 79.60 feet).

PARCEL 4:

A parcel of land comprised of part of Private Claim 729, parts of lots 7, 8, and 9, and part of the vacated 10 feet wide alley at the rear of lots 8 through 21, both inclusive, of WM. WARNER'S Subdivision of Lot No. 4, Private Claim 727, (City of Detroit, Wayne County, Michigan), as recorded in Liber 1 of Plats, on Page 205, Wayne County Records; said parcel being more particularly described as beginning at P.C. 729 distant southerly 250 feet measured along the westerly line of 20th Street, and westerly 396.83 feet at right angle to said westerly line of 20th Street, from the southerly line of Michigan Avenue, and proceeding thence westerly at right angle to 20th Street 147.00 feet to a point distant easterly 30 feet (right angle measurement) from the westerly line of P.C. 729; thence northerly 246.95 feet parallel with said westerly line of P.C. 729 to a point on the northerly line of a parcel of land deeded to the Michigan Central Railroad Company by Caroline S. Case, et. al., by Deed dated May 29, 1893, and recorded July 12, 1893 in Liber 425 of Deeds, on Page 359, Wayne County Records, said point being distant southerly 220 feet from the southerly line of Michigan Avenue, measured at right angles thereto; thence westerly 5.60 feet along the northerly line of the premises deeded by Caroline S. Case, et. al., as aforesaid, and parallel with the southerly line of Michigan Avenue, to a point distant 25 feet easterly (right angle measurement) from the westerly line of P.C. 729; thence northerly 111.86 feet parallel with said westerly line of P.C. 729 to the southerly line of a 20 feet wide public alley; thence westerly along said southerly line 99.30 feet to a point on the northerly line of aforesaid lot 7 of WM. WARNER'S Subdivision (L-1, P-205), distant westerly 60.15 feet measured along said line and its easterly

-Continued-

prolongation, from the easterly line of aforesaid lot 8, (as platted); thence southeasterly on a curve to the right (concave southwesterly) of 42° 30', to the S. E. corner of said lot 9 (the long chord of said curve being 102.34 feet); thence southeasterly along the westerly line of land deeded to the Michigan Central Railroad Company by deed dated March 26, 1910, and recorded September 23, 1910 in Liber 785 of Deeds, on Pages 104-105, Wayne County Records, to a point on the easterly line of P.C. 727 distant southerly 611.6 feet measured along said easterly line of P.C. 727 from the southerly line of Michigan Avenue; thence southeasterly 93.92 feet along the easterly line of P.C. 727; thence northeasterly along the arc of a 720.0 feet radius curve concave southeasterly for a distance of 258.34 feet to the point of beginning, said arc being a Limited Access Line, restricting all access.

PARCEL 5:

Part of Private Claim 20, City of Detroit, Wayne County, Michigan, described as a strip of land 18 feet in width, being 10 feet wide on the northerly and easterly side and 8 feet wide on the southerly and westerly side of the center line of a spur track of the M.C.R.R. Company as located from a point in the northerly line of the Michigan Central Railroad Company right-of-way west of Beecher Avenue, to the southerly line of Hyacinth St. (now Kales St.), and also a strip of land 20 feet in width, that is to say 10 feet on each side of the center line of said spur track as aforesaid, extending northerly 430 feet, parallel with said Beecher Avenue, from said southerly line of Hyacinth St. (now Kales St.) to the easterly extension of the northerly line of the southerly 80 feet of Lot 32 of Geo. L. Beecher's Factory Site Subdivision (L. 22, P. 93 Plats). The above being a part of the lands described in a document filed in Liber 569 of Deeds, on Pages 391, - 393, Wayne County Records. Said strips are adjacent to Lots 23, 24, 25, 26, 27, 28, 29, 30, 31 and part of Lots 22 and 32 as shown on said plat of Geo. L. Beecher's Factory Site Subdivision.

DESCRIPTION O.K.
ADMINISTRATIVE O.K.
LEGAL O.K. as to form

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F247271

L16534 PA301

QUIT CLAIM DEED - STATUTORY FORM *

KNOW ALL MEN BY THESE PRESENTS: That THE MICHIGAN CENTRAL RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Michigan, having a business office at 2405 W. Vernor, Detroit 16, Michigan, and THE NEW YORK CENTRAL RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Delaware, having an office at 466 Lexington Avenue, New York 17, New York, parties of the first part, QUIT CLAIM to MICHIGAN STATE HIGHWAY COMMISSION, party of the second part, whose post office address is: Stevens T. Mason Building, Lansing, Michigan 48926; the premises described in Schedule "A" attached hereto and made a part hereof, situated in the City of Detroit, County of Wayne, and State of Michigan, for the sum of One Dollar ($1.00) and other good and valuable considerations.

F247271

IN WITNESS WHEREOF, the said parties of the first part have caused these presents to be executed by their proper officers thereunto duly authorized and their corporate seals to be affixed this 11th day of July, A.D. 1967.

WITNESSES:

THE MICHIGAN CENTRAL RAILROAD COMPANY,

K. F. Williams

By _____ Vice President

J. Proietti

_____ Secretary

THE NEW YORK CENTRAL RAILROAD COMPANY,

K. F. Williams

_____ Vice President

J. Proietti

_____ Secretary

* Complies with the provisions of Act 187 P.A. 1881 (M.S.A. 26.572)

THIS INSTRUMENT DRAFTED BY:
W. I. DESMOND, REAL ESTATE MANAGER,
THE NEW YORK CENTRAL RAILROAD COMPANY,
DETROIT OFFICE,
2405 W. VERNOR, DETROIT, MICHIGAN 48216

RECORDED DEC 28 1967 At 9:40 A.M.
BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY 26, MICHIGAN

L 16534 PA 302

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

BE IT REMEMBERED that on this 11th day of July, 1967, before me the subscriber, a Notary Public in and for said County and State, personally appeared the above named S. H. HELLENBRAND and R. W. CARROLL, to me known and known to me to be the Vice President and _____ Secretary, respectively, of said The Michigan Central Railroad Company, - - - - - - - - and the above named S. H. HELLENBRAND and R. W. CARROLL to me known and known to me to be the Vice President and _____ Secretary, respectively, of said The New York Central Railroad Company, who, being by me severally sworn, did depose and say that the seals affixed to the above instrument are the corporate seals of said corporations and that the said instrument was signed and sealed on behalf of said corporations by authority of their Boards of Directors, and said S. H. HELLENBRAND, Vice President, and R. W. CARROLL, _____ Secretary, respectively, of The Michigan Central Railroad Company, - - - - - - - -

L16534 PA306

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed, by its proper officers thereunto duly authorized, this 11th day of July, A.D. 1967.

WITNESSES:

K. F. Williams
K. F. Williams

J. Proietti
J. Proietti

THE DETROIT RIVER TUNNEL COMPANY,

By J. G. Patten
Vice President J. G. Patten

R. W. Carroll
Secretary R. W. Carroll

THE MICHIGAN CENTRAL RAILROAD COMPANY,

K. F. Williams
K. F. Williams

J. Proietti
J. Proietti

By J. G. Patten
Vice President J. G. Patten

R. W. Carroll
Secretary R. W. Carroll

THE NEW YORK CENTRAL RAILROAD COMPANY

K. F. Williams
K. F. Williams

J. Proietti
J. Proietti

By J. G. Patten
Vice President J. G. Patten

R. W. Carroll
Secretary R. W. Carroll

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LI16534 PA307

STATE OF NEW YORK }
} ss
COUNTY OF NEW YORK)

BE IT REMEMBERED that on this 11th day of July, 1967, before me the subscriber, a Notary Public in and for said County and State, personally appeared the above named J. G. PATTEN and R. W. CARROLL, to me known and known to me to be the Vice President and Secretary, respectively, of said The Detroit River Tunnel Company and the above named J. G. PATTEN and R. W. CARROLL to me known and known to me to be the Vice President and Secretary, respectively, of said The New York Central Railroad Company, who, being by me severally sworn, did depose and say that the seals affixed to the above instrument are the corporate seals of said corporations and that the said instrument was signed and sealed on behalf of said corporations by authority of their Boards of Directors, and said J. G. PATTEN, Vice President, and R. W. CARROLL, Secretary, respectively, of The Detroit River Tunnel Company, and said J. G. PATTEN, Vice President and R. W. CARROLL, Secretary, respectively, of The New York Central Railroad Company, acknowledged said instrument to be the free act and deed of said corporations.

Given under my hand and notarial seal this 11th day of July, A.D. 1967.

Thomas H. Golder

THOMAS H. GOLDER
Notary Public, State of New York
No. 60-6567425
Qualified in Westchester County
Cert. filed in New York County
Commission Expires March 30, 1968

STATE OF NEW YORK }
} ss
COUNTY OF NEW YORK)

On this 11th day of July, 1967, before me appeared the above named J. G. PATTEN and R. W. CARROLL, to me personally known to be the Vice President and Secretary, respectively, of The Michigan Central Railroad Company, who, being by me severally sworn, did say that the seal affixed to the above instrument is the corporate seal of said corporation and that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said J. G. PATTEN, Vice President, and R. W. CARROLL, Secretary, acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 11th day of July, A.D. 1967.

Thomas H. Golder

THOMAS H. GOLDER
Notary Public, State of New York
No. 60-6567425
Qualified in Westchester County
Cert. filed in New York County
Commission Expires March 30, 1968

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SEWER AND WATER EASEMENT

KNOW ALL MEN BY THESE PRESENTS: L 16534 PA 308

WHEREAS, the City of Detroit of the State of Michigan, for sewer and water purposes in connection with Fisher Expressway I-75, located on property of The Detroit River Tunnel Company, The Michigan Central Railroad Company and The New York Central Railroad Company in the City of Detroit, Wayne County, Michigan has requested that the said Detroit River Tunnel Company, Michigan Central Railroad Company and New York Central Railroad Company grant to the City of Detroit an easement for sewer and water purposes in, under and upon that part of The Detroit River Tunnel Company, The Michigan Central Railroad Company and The New York Central Railroad Company said right-of-way hereinafter described.

NOW, THEREFORE, in consideration of the payment to it by the City of Detroit of the sum of One Dollar ($1.00), and in further consideration of the performance of the terms and conditions relating to the construction and installation of sewer and water lines as contained in that certain agreement dated November 18, 1965, which was entered into between the City of Detroit of the State of Michigan and The Michigan Central Railroad Company, The New York Central Railroad Company, The Detroit River Tunnel Company and The New York Central Development Corporation. The Detroit River Tunnel Company, The Michigan Central Railroad Company and The New York Central Railroad Company hereby grant and convey to the City of Detroit of the State of Michigan an easement for sewer and water purposes in and under the following described parcel of land:

Part of the Michigan Central Railroad 20 feet wide spur track right-of-way in Private Claim 20, City of Detroit, Wayne County, Michigan, lying at the rear of Lot 22 of GEO. L. BEECHER'S FACTORY SITE SUB'N of that part of the BREVOORT FARM between MICHIGAN AVE. and M.C.R.R. Detroit, (Wayne County), Michigan, as recorded in Liber 22 of Plats, on Page 93, Wayne County Records; said easement being described as beginning at a point on the easterly extension of the northerly line of the southerly 80 feet of Lot 32 of said GEO. L. BEECHER'S FACTORY SITE SUB'N, distant N. 63° 15' 37" E., 17.92 feet from the N.E. corner of said southerly 80 feet of Lot 32, and proceeding thence N. 63° 15' 37" E., 2.08 feet along said easterly extension of the northerly line of the southerly 80 feet of Lot 32 to the westerly line of aforesaid Lot 22; thence N. 26° 43' 45" W., 37.29 feet along the westerly line of Lot 22; thence southeasterly along the arc of a 335.36 feet radius curve concave southwesterly for a distance of 37.37 feet to the point of beginning, (the chord of said arc bears S. 23° 32' 14" E., 37.35 feet.

DESCRIPTION O.K.
ADMINISTRATIVE O.K.
LEGAL O.K. as to form

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed, by its proper officers thereunto duly authorized, this 9th day of August, A.D., 1967.

WITNESSES:

THE DETROIT RIVER TUNNEL COMPANY,

W. A. Schneider
W. A. Schneider

C. W. Barker
C. W. Barker

By J. S. Patten
Vice President

R. C. Carroll
Secretary

THE MICHIGAN CENTRAL RAILROAD COMPANY,

W. A. Schneider
W. A. Schneider

C. W. Barker
C. W. Barker

By J. S. Patten
Vice President

R. C. Carroll
Secretary

THE NEW YORK CENTRAL RAILROAD COMPANY,

W. A. Schneider
W. A. Schneider

C. W. Barker
C. W. Barker

By J. S. Patten
Vice President

R. C. Carroll
Secretary

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STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

L.16534 PA310

BE IT REMEMBERED that on this 9th day of August, 1967, before me the subscriber, a Notary Public in and for said County and State, personally appeared the above named H. G. PATTEN and R. W. CARROLL, to me known and known to me to be the Vice President and ——— Secretary, respectively, of said The Detroit River Tunnel Company and the above named H. G. PATTEN and R. W. CARROLL to me known and known to me to be the Vice President and ——— Secretary, respectively, of said The New York Central Railroad Company, who, being by me severally sworn, did depose and say that the seals affixed to the above instrument are the corporate seals of said corporations and that the said instrument was signed and sealed on behalf of said corporations by authority of their Boards of Directors, and said H. G. PATTEN Vice President, and R. W. CARROLL, ——— Secretary, respectively, of The Detroit River Tunnel Company, and said H. G. PATTEN, Vice President and R. W. CARROLL, ——— Secretary, respectively, of The New York Central Railroad Company, acknowledged said instrument to be the free act and deed of said corporations.

Given under my hand and notarial seal this 9th day of August A.D., 1967.

Anne M. Altieri

ANNE M. ALTIERI
Notary Public, State of New York
No. 60-5060800
Qualified in Westchester County
Cert. filed in New York County
Commission expires March 30, 1968

STATE OF NEW YORK)
) SS:
COUNTY OR NEW YORK)

On this 9th day of August, 1967, before me appeared the above named H. G. PATTEN and R. W. CARROLL to me personally known to be the Vice President and ——— Secretary, respectively, of The Michigan Central Railroad Company, who, being by me severally sworn, did say that the seal affixed to the above instrument is the corporate seal of said corporation and that the said instrument was signed and sealed on behalf of said corporation by authority of its Boards of Directors, and said H. G. PATTEN, Vice President, and R. W. CARROLL, ——— Secretary, acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 9th day of August A.D., 1967.

Anne M. Altieri

ANNE M. ALTIERI
Notary Public, State of New York
No. 60-5060800
Qualified in Westchester County
Cert. filed in New York County
Commission expires March 30, 1968

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R.S. 23.10

Board of Wayne County Road Com'rs
7TH FLOOR, CITY COUNTY BLDG.
DETROIT 26, MICHIGAN

C[illegible]SION:
ARDALE W. FERGUSON,
Chairman
CHARLES H. HEWITT,
Vice Chairman
WALLACE D. NUNN
RICHARD F. VANDER VEEN

STATE OF MICHIGAN

GEORGE ROMNEY, GOVERNOR

DEPARTMENT OF STATE HIGHWAYS

STEVENS T. MASON BLDG. LANSING, MICHIGAN 48926

HENRIK E. STAFSETH, Acting Director

November 21, 1967

COPY

Mr. Donald R. Kring, Secretary
Wayne County Road Commission
726 City-County Building
Detroit, Michigan 48226

Dear Sir:

66-1479 X01 of 82194L (Fisher Freeway) I-75
crossing the N.Y.C.R.R. and the Detroit River
Tunnel Co. W. of Beecher St. in Detroit, Mich.

Transmitted herewith is one fully executed original of the subject agreement for your files.

Very truly yours,

ALFRED H. LAWRENCE
Controller

By:
C. L. Blake
Contract Officer
Contract Section

Enc.

OC:CLB:jd

cc: Sam F. Cryderman

MICHIGAN
WATER
WINTER
WONDERLAND

COMMISSION:
ARDALE W. FERGUSON,
Chairman
CHARLES H. HEWITT,
Vice Chairman
WALLACE D. NUNN
RICHARD F. VANDER VEEN

STATE OF MICHIGAN

GEORGE ROMNEY, GOVERNOR

DEPARTMENT OF STATE HIGHWAYS

STEVENS T. MASON BLDG. LANSING, MICHIGAN 48926

HENRIK E. STAFSETH, Acting Director

November 21, 1967

Mr. C. E. Defendorf, Chief Engineer
The New York Central Railroad Company
466 Lexington Avenue, Room 912
New York, New York 10017

COPY

RR File: D-100-4-56

Dear Sir:

66-1479 X01 of 82194L I-75 (Fisher Freeway) crossing the New York Central Railroad and the Detroit River Tunnel Company west of Beecher St. in Detroit, Michigan

Transmitted herewith are three fully executed originals of the subject agreement and eleven (11) conformed copies of same for your files, as requested in your letter of August 31, 1967.

Very truly yours,

ALFRED H. LAWRENCE
Controller

By:
C. L. Blake
Contract Officer
Contract Section

Enc.

OC:CLB:jd

cc: Sam F. Cryderman

MICHIGAN
WATER
WINTER
WONDERLAND

PHILIP J. NEUDECK, Chairman
Detroit

WILLIAM E. KREGER, Vice-Chairman
Wyandotte

MICHAEL BERRY, Commissioner
Dearborn

DONALD R. KRING, Secretary
and Clerk of the Board

Board of
County Road Commissioners
Wayne County

7TH FLOOR CITY-COUNTY BLDG.
DETROIT, MICHIGAN 48226

JAMES M. DAVEY
Managing Director

MITCHELL J. ZOLIK
Assistant Managing Director

JOSEPH N. HARTMANN
Director of Administration

SOL LIFSITZ
County Highway Engineer

JOHN P. CUSHMAN
General Counsel

September 14, 1967

Mr. Robert E. Toohey, Commissioner
Department of Public Works
5th Floor, City-County Building
Detroit, Michigan 48226

Dear Commissioner Toohey:

66-1479 X01 of 82194L I-75 (Fisher Freeway) crossing the New York Central Railroad and the Detroit River Tunnel Company west of Beecher St. in Detroit, Michigan

Pursuant to letter dated September 5, 1967, from Mr. C. L. Blake, Chief, Contracts Section, Procurement Division, Michigan Department of State Highways (copy enclosed), please find enclosed eight partially executed copies of the above referenced agreement, which was executed by this Board at its September 13, 1967 meeting.

Attached to each copy of the aforementioned agreement is a certified copy of resolution, adopted by the Board at its September 13, 1967 meeting, approving the agreement and the Board's signatures thereto.

Your cooperation in this matter will be greatly appreciated.

Very truly yours,

BOARD OF WAYNE COUNTY ROAD COMMISSIONERS

By Donald R. Kring
Donald R. Kring
Secretary

AJM:rb
Encl.

cc: Mr. C. L. Blake, Chief
Contracts Section
Procurement Division
Michigan Department of State Highways
Stevens T. Mason Building
Lansing, Michigan 48926

RECEIVED
SEP 15 1967
CONTRACTS, PROCUREMENT DIV.
Dept. State Highways, Lansing, Mich.

XERO COPY XERO COPY XERO COPY

City of Detroit

JEROME P. CAVANAGH, *Mayor*

DEPARTMENT OF PUBLIC WORKS

5TH FLOOR CITY-COUNTY BUILDING

DETROIT, MICHIGAN 48226

TELEPHONE: 965-4200

ROBERT E. TOOHEY
Commissioner

[redacted]
Deputy Commissioner
General Superintendent

THEODORE R. MORGAN
Secretary

[redacted]
City Engineer

ALFRED BERARDUCCI, P.E.
City Engineer

[redacted]

RECEIVED
OCT 16 1967
CONTRACTS, PROCUREMENT DIV.
Dept. State Highways, Lansing, Mich.

October 11, 1967

IN REPLY PLEASE REFER TO

Bureau of Highways and Expressways
RE: Agreement for Grade Separation
Structure Carrying NYCRR over the
Fisher Freeway, near Beecher Street

Agreement No. 66-1479
State Control No. X01 of 82194L

Mr. Chandler L. Blake, Chief
Contracts Section
Procurement Division
Michigan Dept. of State Hwys.
Stevens T. Mason Building
Lansing, Michigan 48926

Dear Mr. Blake:

We are returning herewith eight copies of the above agreement fully executed in behalf of the City of Detroit. Also included are eight certified copies of the Common Council resolution authorizing execution of the agreement by the Mayor and the Commissioner of Public Works.

The agreements are returned for your further handling and execution by the State Highway Commission.

Very truly yours,

ROBERT E. TOOHEY, Commissioner

By: Alfred Berarducci
ALFRED BERARDUCCI, City Engineer

RRH

AB:MK/sg

Encls.

XEROX COPY XEROX COPY XEROX COPY

NEW YORK CENTRAL SYSTEM

C. E. DEFENDORF
CHIEF ENGINEER

466 LEXINGTON AVENUE
NEW YORK, N. Y. 10017

August 31, 1967.

File D-100-4-56

RECEIVED
SEP - 1967
CONTRACTS, PROCUREMENT DIV.
Dept. State Highways, Lansing, Mich.

SUBJECT: I-75 (Fisher Freeway) - Underpass
Detroit Div. Main Line and D.R.T. Co. tracks
Detroit, Mich.-State Proj. X01 of 82194L

Mr. C. L. Blake, Chief
Contracts Section, Procurement Division
Michigan Department of Highways
Stevens T. Mason Building
Lansing, Michigan 48926

Dear Mr. Blake:

This has reference to phone conversation on August 30, between you and my office, concerning execution of agreement copies covering the construction and maintenance of the subject project.

Your suggestion of substituting reproductions of the signature page (page 18) of the "New York Central Copy" of the agreement in the remaining seven copies is acceptable to the Railroad.

Under separate cover we are returning the above mentioned seven (7) copies of the agreement that were forwarded with yours of June 21.

After the agreements are fully executed and an Order has been furnished by the Michigan Public Service Commission approving the construction of the project, please return "NYC Copy" of the agreement, furnish 10 conformed copies thereof together with 11 copies of the Order.

By separate letter we will suggest an alternate method to your present arrangement of agreement submittals which we believe will "streamline" the processing on the part of the Railroad and which should also prevent a recurrence of what happened on this project.

Very truly yours,

C E Defendorf

CHIEF ENGINEER

XERO COPY XERO COPY XERO COPY

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of application by the Michigan Department of State Highways for authority to construct and establish a highway grade separation underpass structure carrying Interstate Highway 75 (Fisher Freeway) below the tracks and across the right-of-way of the Detroit River Tunnel Company-Michigan Central Railroad Company-New York Central Railroad Company at a point approximately 1,250 feet southeasterly of the intersection of Beecher Street and Michigan Avenue, in Detroit, Michigan.	)	RR-4339

At a session of the Michigan Public Service Commission held at its offices in the City of Lansing, Michigan, on November 16, 1967.

PRESENT: Hon. Peter B. Spivak, Chairman
Hon. Willis F. Ward, Commissioner
Hon. William A. Boos, Jr., Commissioner

GRADE SEPARATION

Application in the above-captioned matter was filed with this Commission by the Michigan Department of State Highways by letter dated October 17, 1967, together with copy of an

Agreement, dated October 17, 1967, executed by and between the Michigan State Highway Commission, the Board of County Road Commissioners of the County of Wayne, Michigan, the City of Detroit, Michigan, the Michigan Central Railroad Company for itself and, as lessee, for the Detroit River Tunnel Company, and the New York Central Railroad Company. The Agreement sets forth the understandings of each party to the other in the construction, maintenance, replacement and renewal of the proposed structure, and for the allocations of costs involved therein.

Submitted with the Agreement are copies of the pertinent Highway Department Plans Numbered X01 of 82194L, as Exhibit "A" showing the Survey Plan, as Exhibit "B" showing the General Drawing - Plan and Profiles, as Exhibits "C", "D", and "E" showing the Construction Program, as Exhibit "F" showing the General Plan of the Structure, and as Exhibit "I" showing the Plan of Relocated Spur Track No. 191.

It is submitted by the applicant that the proposed structure is an integral part of the continuing construction and development of Interstate Highway 75, and that, as such, it is in the interest of safety and convenience to the travelling public. Request is made for entry of an order approving and authorizing

the structure in accordance with the provisions of the said Agreement.

In due consideration of this matter, including the application, the Agreement and Plans, the Commission FINDS that construction and establishment of the subject structure is in the interest of public safety and convenience and that, therefore, the application may be granted and the said Agreement and Plans approved.

IT IS THEREFORE ORDERED that permission and authority shall be, and the same is, hereby granted the Michigan Department of State Highways to cross the right-of-way of the above-captioned and identified Railroad Companies by construction and establishment of a highway grade separation underpass structure carrying Interstate Highway 75 (Fisher Freeway) below the tracks of the said Railroad Companies, at the above-captioned location, in accordance with the provisions of an Agreement, dated October 17, 1967, executed by and between the Michigan State Highway Commission, the Board of County Road Commissioners of the County of Wayne, Michigan, the City of Detroit, Michigan, and the aforesaid Railroad Companies, and in accordance with

Michigan Department of State Highways Plans Numbered X01 of 82194L attached thereto as Exhibits "A, "B", "C", "D", "E", "F", and "I", which Agreement and Plans are hereby approved and adopted.

MICHIGAN PUBLIC SERVICE COMMISSION

/s/ Peter B. Spivak
Chairman

(S E A L)

/s/ Willis F. Ward
Commissioner

/s/ William A. Boos, Jr.
Commissioner

By the Commission and
pursuant to its action
of November 16, 1967.

/s/ Earl B. Klomparens
Acting Secretary

66-1479

THIS AGREEMENT, made this 17th day of October, A.D., 1967, by and between the MICHIGAN STATE HIGHWAY COMMISSION, hereinafter referred to as the COMMISSION, the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WAYNE, MICHIGAN, a public body corporate, hereinafter referred to as the BOARD, the CITY OF DETROIT, a municipal corporation organized and existing under the laws of the State of Michigan, hereinafter referred to as the CITY, the COMMISSION, the BOARD and the CITY being hereinafter referred to collectively as the PUBLIC AUTHORITIES, the Detroit River Tunnel Company, a consolidated corporation organized and existing under the laws of the State of Michigan and the Dominion of Canada, THE MICHIGAN CENTRAL RAILROAD COMPANY, a Michigan corporation, acting in its own right and as lessee of the Detroit River Tunnel Company, and THE NEW YORK CENTRAL RAILROAD COMPANY, a Delaware corporation and lessee of the Michigan Central Railroad, said three companies being hereinafter referred to collectively as the RAILROAD;

WITNESSETH:

WHEREAS, pursuant to an agreement dated February 3, 1959, and in conformity with existing laws, the PUBLIC AUTHORITIES have agreed to the construction by the COMMISSION of a limited access freeway in the City of Detroit, known as the Fisher Freeway, hereinafter referred to as the Freeway, which will extend from the southwesterly limits of the City of Detroit adjacent to the City of Melvindale (and connecting with the Detroit-Toledo Freeway by the Seaway Freeway) and extending northerly and easterly to and including an adequate interconnection with the Walter P. Chrysler Freeway in the City of Detroit; and

WHEREAS, the proposed Freeway will cross the rights of way

and below the tracks of the Northern District - Detroit Division - Detroit Subdivision of the RAILROAD by means of a highway underpass structure at a point approximately 1,250 feet southeasterly of the intersection of Beecher Street and Michigan Avenue, Detroit, Michigan; and

WHEREAS, said Freeway has been legally established as a part of the Michigan State Trunkline System and is presently designated as Interstate Route 75; and

WHEREAS, the Detroit River Tunnel Company and the Michigan Central Railroad Company each owns in fee simple a parcel of land transversing the proposed right of way of the Freeway in an easterly-westerly direction at the above described location; and

WHEREAS, by a Lease Agreement dated December 9, 1906, said Detroit River Tunnel Company did let and lease to the Michigan Central Railroad Company a certain parcel of land which includes its portion of the above mentioned parcel of land, in perpetuity, or rather for 999 years; and

WHEREAS, the separation of railroad and Freeway grades at said proposed crossing of the Freeway with the rights of way and tracks of the RAILROAD by means of a highway underpass structure and approaches to carry railroad traffic, as a matter of public safety and convenience, has been approved by the Bureau of Public Roads, United States Department of Commerce, hereinafter referred to as the BUREAU, as a PROJECT for construction through the use of funds provided by the United States Government for the Post War construction of highways and bridges and to eliminate hazards at railroad grade crossings, as provided in the Federal Aid Highway Act of 1956, as amended; and

WHEREAS, the parties hereto have reached an understanding

with each other respecting said crossing, the preparation and approval of plans and specifications; the demolition and removal of the existing highway underpass structure which carries the tracks of the RAILROAD over Beecher Street; the construction of said highway underpass structure and approaches; the construction of highway and railroad drainage facilities where required; the construction of temporary works necessary to provide for the operation of the trains of the RAILROAD during the construction period; the removal, relocation and replacement of facilities of the RAILROAD; and the incidental work made necessary by such highway underpass construction; all herein from time to time referred to as the PROJECT, the maintenance, repair, replacement and renewal thereof, and the payment of the cost thereof, and desire to set forth their understanding in the form of a written agreement.

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

SECTION 1: Any and all financial obligations assumed by the COMMISSION, the BOARD or the CITY, individually or collectively, (except as to future maintenance, repair, replacement and renewal provided for in SECTION 20 hereof) under this Agreement are to be shared by the PUBLIC AUTHORITIES as outlined in said COMMISSION - BOARD - CITY agreement dated February 3, 1959.

SECTION 2: In accordance with the Plans, the Standard Specifications of the COMMISSION, and the Supplemental Specifications and other specifications hereinafter mentioned, the PUBLIC AUTHORITIES will remove the existing grade separation structure which carries the tracks of the RAILROAD over Beecher Street and will construct a highway underpass structure which will carry the trains of the RAILROAD over the Freeway which will pass across the rights

of way of the RAILROAD at the location aforesaid, pursuant to all of the terms and conditions of this Agreement, and, for the purposes of said construction work, said PUBLIC AUTHORITIES and their Contractors may enter upon and occupy the property of the RAILROAD, subject to the conditions hereinafter stated; provided that, immediately upon completion of the PROJECT, such railroad property shall be restored to a condition deemed by the Chief Engineer of the RAILROAD to be suitable for railroad purposes.

SECTION 3: Each of the PUBLIC AUTHORITIES, by proper action in a manner provided by law, does hereby adopt the lines shown on the General Plans for the PROJECT, hereto attached as Exhibits, as the profile fixing the level to which the proposed Freeway shall be depressed. The RAILROAD hereby approves the track spacing and the horizontal clearances of the structure required to carry its tracks over said Freeway as shown on the Plans.

SECTION 4: The General Plans for the PROJECT and the cost of the work to be performed by the RAILROAD on a force account basis are shown on the following Exhibits which are attached to and made a part of this Agreement:

Exhibit A - Survey Plan, showing present topography adjacent to and including the tracks of the RAILROAD, and location of existing and proposed highway underpass structure.

Exhibit B - General Drawing - Plan and Profiles (2 sheets), showing location of proposed highway underpass structure, location of drainage structures, present ground profile and proposed crown of roadway profile on center line of Freeway, present and proposed profile of the RAILROAD, proposed right of way of the Freeway, present right of way of the RAILROAD, and highway easement

across the right of way of the RAILROAD.

Exhibit C - Construction Program (Stage I).

Exhibit D - Construction Program (Stage II).

Exhibit E - Construction Program - Completed (Stage III).

Exhibit F - General Plan of Structure (2 sheets), showing general plan, elevation and sections of the proposed highway underpass structure, retaining wall structures, and highway and railroad clearances.

Exhibit I - Plan of Relocated Spur Track No. 191, showing temporary and permanent relocation sites of Spur Track No. 191.

Exhibit H - Estimated cost of the work to be performed by the RAILROAD in conjunction with said PROJECT on a force account basis.

SECTION 5: The PUBLIC AUTHORITIES will prepare, at no expense to the RAILROAD, all designs, detailed plans and specifications for the highway underpass structure and retaining walls, and all grading for temporary and permanent railroad approaches, and for alteration to existing drainage structures required therefor, and for the approaches and facilities providing for highway traffic, including drainage structures where required. Said designs, detailed plans and specifications shall be subject to the approval of the RAILROAD insofar as they affect the facilities of the RAILROAD and shall receive the approval of the BUREAU before the awarding of construction contracts for such work. All of said work shall be designed, detailed and constructed in accordance with the current specifications and standards of the COMMISSION, except that the current American Railway Engineering Association specifications shall govern the design of such portions of the work as carry railroad loading.

SECTION 6: The RAILROAD will prepare and furnish to the COMMISSION an estimate of the cost and plan of the work to be performed by it on a force account basis, including the cost of the insurance specified in SECTION 13 hereof, and a separate schedule of rates for the flagging services and other protective services and devices required for, and performed or furnished by, the RAILROAD to the Contractor during the construction of the PROJECT. The COMMISSION, as agent for the PUBLIC AUTHORITIES, will reimburse the RAILROAD for the cost of the preparation of said estimate, plan and schedule and for the expense incurred in reviewing the project agreement, plans and proposal.

SECTION 7: The COMMISSION will advertise the PUBLIC AUTHORITIES' portion of the work of construction of the PROJECT in accordance with its regulations, considering bids therefor only from Contractors prequalified by it for such work and approved by the Chief Engineer of the RAILROAD, will award the contracts therefor, and will exercise complete supervision and control over such construction. While work is being performed adjacent to, under or over its tracks, the RAILROAD may place a competent engineer on the work, together with necessary assistants, at PROJECT expense to protect its interests. Said engineer of the RAILROAD, acting through the COMMISSION'S PROJECT engineer, shall have the right to reject any or all work affecting the RAILROAD'S interests which is not executed pursuant to, and in conformity with, the aforesaid plans and specifications.

SECTION 8: The COMMISSION will require its Contractor to comply with the Supplemental Specifications (Special Provisions), approved by the RAILROAD and the PUBLIC AUTHORITIES, attached hereto and made a part hereof, and to bear all costs of protecting railroad traffic made necessary or occasioned by his operations, as set forth in said Supplemental Specifications (Special

Provisions). The RAILROAD agrees to furnish to the Contractor, at the sole expense of the Contractor, such switchtenders, flagmen, telegraph operators, conductors, pilots, watchmen or other protective services or devices as, in the opinion of the Chief Engineer of the RAILROAD, are required to insure safety and continuity of railroad traffic during the Contractor's operations. The COMMISSION will, by appropriate contract provisions, require its Contractor to reimburse the RAILROAD for such services and devices promptly on receipt of bills, and agrees to withhold final payment to its Contractor until the RAILROAD has notified the COMMISSION that all such bills have been settled. It is expressly understood that no provisions of this paragraph, nor approval by the RAILROAD as to construction operations shall relieve the Contractor of any responsibility or liability whatsoever.

SECTION 9: The COMMISSION, on behalf of the PUBLIC AUTHORITIES, will undertake and perform, through Contractors:

(a) The removal of the existing highway underpass structure carrying the tracks of the RAILROAD over Beecher Street at the site of the PROJECT;

(b) The construction of the highway underpass structure, approaches and retaining walls;

(c) The furnishing, construction and removal of the embankment and subballast for the diversion of the RAILROAD'S trains during the construction period;

(d) The removal of ballast placed by the RAILROAD for the temporary run-around tracks;

(e) The grading, furnishing and placing of embankment and subballast for the reconstruction of the permanent tracks of the RAILROAD;

(f) The construction of highway and railroad drainage

facilities where required by the PROJECT;

(g) The construction of a 9' tunnel storm sewer across the right of way of the RAILROAD and below the Freeway;

(h) The construction of a 66" sanitary and storm sewer across the right of way and below the tracks of the RAILROAD in Beecher Street;

(i) The shop and mill inspection incident to the fabrication of steel work for the highway underpass structure;

(j) All work incidental thereto, excepting the work agreed in SECTION 10 hereof to be performed by the RAILROAD.

(k) The grading, furnishing and construction of the embankment and subballast for the tail track on the northerly side of the PROJECT as shown on the Plans. If the RAILROAD requires the use of a northerly run-around track prior to the completion of the PROJECT, the fill, subballast and grading required within the limits of the PROJECT will be furnished and performed by the COMMISSION'S Contractor.

SECTION 10: The RAILROAD will, at PROJECT expense, on a force account basis, using its own forces and equipment:

(a) Furnish all materials required therefor and make all temporary and permanent changes to its communication, signal, interlocking, and electrical facilities, including the removal, relocation and reinstallation of existing duct lines, that may be necessitated by the PROJECT;

(b) Perform all work involved in the removal of said existing Spur Track No. 191;

(c) Furnish all materials, including the furnishing and placing of ballast, ties, rail, railroad crossing and fastenings, and perform all work involved in the construction

of the relocation, temporary and permanent, of Spur Track No. 191, except embankment, grading and subballast;

(d) Furnish all materials, including ballast, and perform all work in the adjustment of elevation of a portion of Spur Track No. 193, except embankment, grading and subballast;

(e) Furnish all materials, including the furnishing and placing of ballast, ties, rail, inner guard rails and fastenings, and perform all work involved in the construction, maintenance and removal of the northerly tail track as shown on the Plans, and the southerly temporary run-around tracks, cross-overs, connecting tracks and switches for the temporary operation of the RAILROAD'S trains during the construction of the PROJECT (but not including the embankment, grading and subballast work specifically covered by SECTION 9 hereof);

(f) Furnish all materials, including the furnishing and placing of ballast, ties, rail, inner guard rails and fastenings, and perform all work involved in the removal, alteration and reconstruction of the permanent tracks necessary to permit the construction of the PROJECT, except as provided in the last paragraph of this SECTION;

(g) Perform the checking of shop plans incident to the fabrication of steel work for said highway underpass structure;

(h) Furnish all materials and perform all work required to maintain tracks involved in grade corrections and/or slope stabilization on new grade and/or new embankments behind abutments of new permanent structure during the first twenty-four month period of operation of the RAILROAD'S revenue trains on permanently restored or relocated tracks.

The RAILROAD will credit the COMMISSION with an amount equivalent to the normal maintenance expenditure for all of its tracks at the site of the PROJECT between the extremities of its tracks at the points of the temporary track connections, but not to exceed the actual cost of maintaining the temporary tracks used by the RAILROAD between said temporary track connections during the construction of the PROJECT. The RAILROAD will credit the COMMISSION with the salvage value of all track, communication, signal, and electrical material resulting from the temporary and permanent changes to its tracks, communication, signal and electrical facilities accepted by the RAILROAD for return to its stock. Such salvage value is to be computed in accordance with the provisions of Policy and Procedure Memorandum No. 30-3 and amendments thereto of the BUREAU.

If the RAILROAD desires the extension of said tail track, the RAILROAD will, at its sole cost and expense, furnish all materials and perform all work involved in the furnishing and placing of ballast, ties, rail, inner guard rails and fastenings involved in the construction and maintenance of the northerly tail track extended.

SECTION 11: Any work, necessitated by the PROJECT, involving temporary or permanent changes to any facilities of the RAILROAD, not specifically provided for in this Agreement, shall be performed, at PROJECT expense, by one of the parties hereto, as may be mutually agreed upon from time to time during the progress of the work, and in conformity with the rules and regulations of the BUREAU as then in effect.

SECTION 12: The RAILROAD will keep an accurate and detailed account of the costs and expenses incurred by it in the performance of the work which it herein agrees to undertake and perform. Said account shall be accessible for review and auditing by the COMMISSION and by the BUREAU. All bills submitted to the COMMISSION by

the RAILROAD for any items of work performed, or materials or equipment furnished by it under the terms of the Agreement shall be prepared in accordance with the provisions of Policy and Procedure Memorandum No. 30-3 and amendments thereto of the BUREAU. The COMMISSION will pay from PROJECT funds such amounts as are approved for payment by the BUREAU in accordance with its regulations. The COMMISSION will pay from PROJECT funds those costs and expenses which conform to the provisions of said Policy and Procedure Memorandum No. 30-3 and in which the BUREAU will not participate because such costs and expenses were incurred by the RAILROAD upon authorization of the COMMISSION to proceed prior to the date on which the BUREAU approved the program which includes the PROJECT. The COMMISSION, as agent for the PUBLIC AUTHORITIES, will reimburse the RAILROAD monthly, ninety-five percent (95%) of the costs and expenses so incurred by it. Final payment will be made to the RAILROAD after the BUREAU has made its final audit.

SECTION 13: The RAILROAD shall furnish to the COMMISSION copies of the policy or policies evidencing that the RAILROAD as named insured carries insurance, including Employer's Liability Insurance, protecting itself with respect to:

(a) All loss of and damage to any property whatsoever (including property of the parties hereto and of all other persons whomsoever, and the loss of or interference with any use or service thereof), and

(b) All loss and damage on account of injury to or death of any persons whomsoever (including employees and patrons of the parties hereto and all other persons whomsoever), and

(c) All claims and liability for such loss and damage and cost and expense thereof,

caused by, growing out of, or in any way related to or connected with the force account work of the RAILROAD in connection with the PROJECT. The limits of insurance under said policy or policies with respect to items (a), (b), and (c) referred to above shall be in the amount of Five Hundred Thousand Dollars ($500,000.00) for any one occurrence.

Also, in connection with the force account work to be performed by it on the PROJECT, the RAILROAD shall furnish evidence that it carries Owner's Protective Public Liability and Protective Property Damage Liability Insurance in favor of the County of Wayne, Michigan, the BOARD and the CITY.

The Owner's Protective Public Liability and Protective Property Damage Liability Insurance shall provide for public liability limits of not less than Two Hundred Thousand Dollars ($200,000.00) for all damages arising out of bodily injuries to or death of one person and, subject to that limit for each person, a total of Five Hundred Thousand Dollars ($500,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence, and property damage liability limits of not less than One Hundred Thousand Dollars ($100,000.00) for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, an aggregate limit of Three Hundred Thousand Dollars ($300,000.00) for all damages arising out of injury to, or destruction of, property during the policy period.

The RAILROAD shall furnish five copies of the policy or policies of the above insurance to the COMMISSION. After approval by the PUBLIC AUTHORITIES, one copy of each policy furnished will be returned to the RAILROAD. Each policy shall be provided with the following endorsement:

> "It is hereby agreed that 10 days advance written notice of cancellation, expiration, termination,

or material change in the coverage provided by this policy will be given to the Michigan State Highway Commission, the Board of County Road Commissioners of the County of Wayne, Michigan, and the City of Detroit, Michigan."

The cost of such policy or policies shall be considered as a part of the cost of the PROJECT for which the RAILROAD shall be entitled to reimbursement by the PUBLIC AUTHORITIES. In no event shall the aggregate cost of such policy or policies exceed $42,580.00. Final payment of insurance premiums will not be paid until a certified statement as to final costs of insurance is furnished to the COMMISSION.

SECTION 14: The COMMISSION shall require its Contractor to take out a Railroad's Protective Liability Insurance policy in the name of the RAILROAD before work is commenced and to keep same in effect until work is completed and accepted, said policy to be in the form as specified in the regulations of Policy and Procedure Memorandum No. 20-12 of the BUREAU, dated March 5, 1959. The policy shall have limits of liability of not less than Two Hundred Fifty Thousand Dollars ($250,000.00) for each individual and One Million Dollars ($1,000,000.00) for each occurrence with respect to bodily injury or death; and Two Hundred Fifty Thousand Dollars ($250,000.00) for each occurrence with an aggregate of One Million Dollars ($1,000,000.00) for the term of the policy with respect to property damage. The policy of insurance specified in this section shall be with a company authorized to do business in the State of Michigan.

SECTION 15: The transfers and exchanges of land for the relocation of Spur Track No. 191 and of other miscellaneous parcels essential to the construction of the PROJECT, including easements

for highway purposes required in connection with said Freeway are the subjects of other agreements between the parties hereto dated November 18, 1965. It is expressly understood that the RAILROAD will not have vehicular access from its abutting property to said Freeway, except by the use of public highways.

SECTION 16: The PUBLIC AUTHORITIES will, at their own expense, secure the necessary right of way, except that now owned by the RAILROAD as covered in SECTION 15 hereof, and do hereby assume the payment of all abuttal damages, if any there be, to property, business or persons, other than to the property of the RAILROAD, arising in any manner from said PROJECT.

In the event any claim or demand is made or any suit is instituted against the RAILROAD, arising out of this PROJECT, wherein the PUBLIC AUTHORITIES are liable under the terms hereof, the PUBLIC AUTHORITIES will, on written notice from the RAILROAD, settle, compromise, or defend the said claim, demand, or suit, at their own option and cost, and will fully pay and satisfy any judgment arising by reason thereof, together with taxable court costs. Nothing in this section or this Agreement shall be construed to render the PUBLIC AUTHORITIES liable for acts of negligence of the RAILROAD, the Contractor, or any of their employees, agents, contractors or subcontractors.

The RAILROAD hereby waives any and all claims for damages to itself or to any abutting property owned or controlled by it within the extent of the PROJECT by reason of the construction of the PROJECT or the limiting of access to the Freeway.

SECTION 17: The benefits to the RAILROAD for the purposes of the Federal Aid Highway Act of 1956, as amended, are nil.

SECTION 18: If, at any time, without fault of the parties hereto, the work which is hereunder agreed to be done by the COM-

MISSION shall cease and not be resumed within sixty (60) days, the parties hereto, if not then agreed, will agree upon and will perform such work as is reasonably necessary to place the highway and the rights of way and tracks and other facilities of the RAILROAD in a satisfactory, permanent operating condition, and the PUBLIC AUTHORITIES will assume and pay the cost thereof; provided that the aforesaid sixty (60) day limitation shall not apply to the temporary suspension of work under Order of any governmental agency or court, in which event the work shall be resumed and completed as soon as possible in accordance with the terms of this Agreement.

SECTION 19: In the event delays or difficulties occur before the commencement of physical operations hereunder which, in the opinion of the COMMISSION, render it impracticable to proceed with the construction of the PROJECT, the COMMISSION may serve written notice thereof upon the RAILROAD, and this Agreement shall thereupon terminate forthwith.

SECTION 20: When the work of construction of said PROJECT has been completed, the RAILROAD, at its sole cost and expense, will maintain, repair, replace and renew its tracks, ties, ballast and approach embankments, (except as provided in SECTION 10 (h) hereof), and will repair or replace, or cause to be repaired or replaced, any portion of the highway underpass structure, the roadway surfacing, the roadway slopes, and the drainage facilities, which may be damaged or destroyed by accident or otherwise resulting solely from its railroad traffic. The COMMISSION, without cost to the RAILROAD and in accordance with this Agreement will maintain, repair, replace and renew, or cause same to be done, as and when the circumstances may require, said highway underpass structure, including wing walls and retaining walls, the roadway surfacing, the roadway slopes, and the highway drainage facilities, and also, at its sole cost and expense, will repair or replace, or cause to

be repaired or replaced, any portion of said highway underpass structure, the roadway surfacing, the roadway slopes, and the drainage facilities, which may be damaged or destroyed by accident or otherwise resulting from highway traffic.

SECTION 21: Either the COMMISSION, the BOARD, the CITY or the RAILROAD may now, or at any time hereafter, and from time to time, at its own option, and at its sole cost and expense, construct or provide additional facilities and betterments to this PROJECT, together with the necessary construction and expenditures to adapt the same to the new physical conditions occasioned by such additional facilities and betterments. It is agreed that such construction shall not be undertaken by either the COMMISSION, the BOARD, the CITY or the RAILROAD without full approval by and consent of the other parties insofar as their respective interests are involved.

SECTION 22: It is anticipated that the PROJECT is to be financed in part from funds appropriated by the Federal Government and expended under Federal laws and regulations, which laws and regulations are hereby incorporated in and made a part of this Agreement.

SECTION 23: The parties hereby covenant that they will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of his age, except where based on a bona fide occupational qualification, or his race, color, religion, national origin, or ancestry; and they will require a similar covenant on the part of any contractor or subcontractor employed in the performance of this agreement. The parties further covenant that they will comply with

the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 C.F.R. Part 8) issued pursuant to said Act, including Appendix A, annexed hereto, and will require a similar covenant on the part of any contractor or subcontractor employed in the performance of this Agreement.

SECTION 24: It is specifically understood and agreed that this Agreement shall become and be binding on the parties hereto, their successors and assigns, when, but not until, the Michigan Public Service Commission has entered an Order authorizing, permitting and approving the foregoing PROJECT, the Administrative Board of the State of Michigan has, by resolution, approved this PROJECT and this Agreement and has authorized the State Highway Commission to proceed therewith, the Board of County Road Commissioners of the County of Wayne, Michigan, has, by resolution, approved this PROJECT and this Agreement and has authorized the execution hereof, and the Common Council of the CITY has, by resolution, approved this PROJECT and this Agreement and has authorized the Mayor and the Commissioner of Public Works to execute this Agreement on behalf of the CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper and duly authorized officers

as of the day and year first above written.

Approved for the MICHIGAN STATE HIGHWAY COMMISSION, the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WAYNE, MICHIGAN, the CITY OF DETROIT, the DETROIT RIVER TUNNEL COMPANY, THE MICHIGAN CENTRAL RAILROAD COMPANY and THE NEW YORK CENTRAL RAILROAD COMPANY as to substance and engineering:

MICHIGAN STATE HIGHWAY COMMISSION

By _____
Assistant to Deputy
Director - Engineering

MICHIGAN STATE HIGHWAY COMMISSION

By _____
Acting Deputy Director

BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WAYNE, MICHIGAN

By _____
County Highway Engineer

BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WAYNE, MICHIGAN

By _____
Chairman

By _____
Commissioner

By _____
Commissioner

CITY OF DETROIT

By _____
~~Commissioner of Public Works~~
City Engineer

CITY OF DETROIT

By _____
Mayor

By _____
Commissioner of Public Works

APPROVALS
GHW
GEN. ATT'Y.
CHIEF ENGR.
WBR
GEN. MGR.
ASST. V.P. ENG'R.

DETROIT RIVER TUNNEL COMPANY

By _____
Chief Engineer

DETROIT RIVER TUNNEL COMPANY

By _____
Vice President

Attest: _____
ASSISTANT Secretary

THE MICHIGAN CENTRAL RAILROAD COMPANY and THE NEW YORK CENTRAL RAILROAD COMPANY

By _____
Chief Engineer

THE MICHIGAN CENTRAL RAILROAD COMPANY acting in its own right and as Lessee of the Detroit River Tunnel Company

By _____
Vice President

Attest: _____
Assistant Secretary

Board of County Road Com'rs.,
Wayne County, Michigan
APPROVED
As to Form - Attorney
Engineer
Director of Finance
Secretary
Managing Director

THE NEW YORK CENTRAL RAILROAD COMPANY Lessee of the Michigan Central Railroad

By _____
Vice President

Attest: _____
Assistant Secretary

APPROVED
MICHIGAN PUBLIC SERVICE
COMMISSION
Nov 16

DIRECTOR RAILROAD DIVISION

APPROVED BY AD BOARD:
11-7-67

During the performance of this contract, the contractor for itself, its assignees and sucessors in interest (hereinafter referred to as the "contractor"), agrees as follows:

(1) Compliance with Regulations: The contractor will comply with the Regulations of the Department of Commerce relative to nondiscrimination in federally-assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-II of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for the work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of State Highways or the Bureau of Public Roads to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of State Highways, or the Bureau of Public Roads as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of State Highways shall impose such contract sanctions as it or the Bureau of Public Roads may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instruction issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Michigan Department of State Highways or the Bureau of Public Roads may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Department of Public Works
September 21, 1967.

Re: Proposed Grade Separation Structure Carrying the NYCRR over the Fisher Freeway — West of Beecher Street and South of Michigan Avenue
State Control No. X01 of 82194L
Agreement No. 66-1479

Honorable Common Council:

Gentlemen — We are forwarding herewith, for your consideration, copy of a formal agreement between the Michigan State Highway Commission, Board of Wayne County Road Commissioners, the City of Detroit, the New York Central Railroad Company, the Michigan Central Railroad Company, and the Detroit River Tunnel Company. This agreement provides for the construction of a grade separation structure to carry the railroad companies' tracks over the Fisher Freeway west of Beecher Street and south of Michigan Avenue.

This is part of the construction involved in building the Fisher Freeway, which construction is authorized by the terms of the agreement entered into on February 3, 1959, between the City of Detroit, the Board of Wayne County Road Commissioners, and the Department of State Highways, known as the Detroit Expressways Agreement. Funds for the construction of this structure are available by virtue of the provisions of the referenced Detroit Expressways Agreement.

The Corporation Counsel has indicated his approval of this agreement as to form as evidenced by the accompanying letter. The various interested City departments advise that they have no objections.

In view of the foregoing, we recommend that your Honorable Body approve this agreement and adopt the following resolution, authorizing the Mayor and the Commissioner of Public Works to execute this agreement in behalf of the City of Detroit.

Respectfully submitted,
ROBERT E.TOOHEY,
Commissioner.

Approved:
DAN A. DeMARE,
Deputy Controller.

By Councilman Van Antwerp:

Resolved, That the formal agreement between the Michigan State Highway Commission, the Board of Wayne County Road Commissioners, the City of Detroit, the New York Central Railroad Company, the Michigan Central Railroad Company, and the Detroit River Tunnel Company, which provides for the construction of a grade separation structure carrying the tracks of the railroads over the Fisher Freeway west of Beecher Street and south of Michigan Avenue, be and the same is hereby approved; and,

Be It Further Resolved, That the Mayor and the Commissioner of Public Works are hereby authorized and directed to execute the agreement for and in behalf of the City of Detroit.

Adopted as follows:

Yeas — Councilmen Beck, Hood, Ravitz, Rogell, Van Antwerp and President Carey—6

Nays—None.

TRUE COPY CERTIFICATE

CITY OF DETROIT PRINTING DIVISION

GAN, } ss.

CITY CLERK'S OFFICE, DETROIT

D. LEADBETTER , City Clerk of the City of Detroit, in said

fy that the annexed paper is a TRUE COPY OF Communication & Resolution

the Common Council at session of

October 3th 19 67

yor

October 10th 19 67

Journal of said Common Council in the office of the City Clerk of Detroit, aforesaid; I the same with the original, and the same is a correct transcript therefrom, and of the al.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City, at Detroit, this 12th day of October A. D. 19 67

Thomas D Leadbetter
CITY CLERK

BOARD OF WAYNE COUNTY ROAD COMMISSIONERS

RESOLUTION

Commissioner Berry moved the adoption of the following resolution:

RESOLVED, by the Board of County Road Commissioners of the County of Wayne, Michigan, this 13th day of September, A. D., 1967, that the project providing for the construction of a grade separation structure carrying the tracks of the New York Central Railroad over the Fisher Freeway (I-75) and of the Detroit River Tunnel Company, west of Beecher Street in Detroit, Michigan, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the attached agreement between the Michigan State Highway Commission; the Board of County Road Commissioners of the County of Wayne; the City of Detroit; the New York Central Railroad Company; the Michigan Central Railroad Company; and the Detroit River Tunnel Company, providing for the construction of the aforesaid project at the above location be and the same is hereby approved, and the signatures of the members of this Board thereto is hereby authorized.

The motion was supported by Commissioner Kreger and carried by the following vote: Ayes: Commissioners Kreger and Berry.

Nays: None.

CERTIFICATION

I, Donald R. Kring, Secretary and Clerk of the Board of County Road Commissioners of the County of Wayne, do hereby certify that the above is a true and complete copy of an excerpt from the minutes of a meeting of said Board held on the 13th day of September, A. D. 1967, as appears of record in the office of said Board; that I have compared it with the original and it is a true transcript therefrom.

IN TESTIMONY WHEREOF, I have hereunto set my hand at Detroit this 13th day of September, A. D. 1967.

Donald R. Kring

Donald R. Kring
Secretary and Clerk of the Board

APPROVED
as to form
Legal Division

SUPPLEMENTAL SPECIFICATIONS

SPECIAL PROVISIONS

The Bidder, if awarded the contract for this Project, agrees:

1. To cooperate with public utility, railroad and other organizations having occasion to carry on their usual work within the limits of the Project, or doing work on and in connection with the Project.

2. To conduct his work in such a manner that the construction of said grade separation structure, carrying the tracks of the New York Central Railroad Company over Interstate Trunkline Highway I-75, the Fisher Freeway, at Beecher Street south of Michigan Avenue in Detroit, Michigan, shall be executed without damage and, insofar as is possible, without delay to the trains of The New York Central Railroad Company, hereinafter referred to as the Railroad Company, and will observe such reasonable restrictions as the Chief Engineer of the Railroad Company or his representative on the ground, acting through the engineer of the Highway Commission, may impose for the safety and dispatch of persons and property of, or in care of, the Railroad Company, and for the safe and expeditious operation of its trains.

3. To avoid unnecessary use of railroad property without written permission of the Railroad Company and to leave railroad roadbed and property in a condition acceptable to the Chief Engineer of the Railroad Company.

4. To carry the following insurance, in a form, and with an insurer or insurers, acceptable to the Highway Commission, the Board of County Road Commissioners of the County of Wayne,

Michigan, the City of Detroit, Michigan, the Detroit River Tunnel Company, the Michigan Central Railroad Company, and The New York Central Railroad Company, Room 912, 466 Lexington Avenue, New York, New York - 10017:

a. Workmen's Compensation Insurance.

b. Contractor's Public Liability and Property Damage Liability Insurance.

The Contractor shall furnish to the Highway Commission, and to the Railroad Company copies of policies as evidence that, with respect to the operations he performs, he carries standard Contractor's Public Liability Insurance providing for a limit of not less than Two Hundred Thousand Dollars ($200,000.00) for all damages arising out of bodily injuries to, or death of, one person, and, subject to that limit for each person, a total limit of Five Hundred Thousand Dollars ($500,000.00) for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence, and standard Contractor's Property Damage Liability Insurance providing for a limit of not less than One Hundred Thousand Dollars ($100,000.00) for all damages arising out of injury to, or destruction of, property in any one occurrence, and, subject to that limit per occurrence, an aggregate limit of Three Hundred Thousand Dollars ($300,000.00) for all damages arising out of injury to, or destruction of, property during the policy period.

The Contractor's Property Damage Liability Insurance shall include coverage for the following items:

(1) Underground damage to facilities due to drilling and excavating with mechanical equipment in streets and highways.

(2) Collapse or structural injury to structures due to blasting or explosions, excavating, grading, tunneling, pile driving or cofferdam work.

If any part of the work is sublet, similar insurance with like amounts of coverage shall be provided by or in behalf of the subcontractors to cover their operations.

Contractual Insurance in accordance with the Standard Specifications of the Highway Commission, dated May 1, 1965, as amended, shall be provided as a part of this policy.

c. Contractor's Protective Public Liability and Protective Property Damage Liability Insurance.

The Contractor shall furnish to the Highway Commission and to the Railroad Company copies of policies as evidence that, with respect to the operations performed for him by subcontractors, he carries in his own behalf standard Contractor's Protective Public Liability Insurance and standard Contractor's Protective Property Damage Liability Insurance providing for coverage and limits of liability which are identical with the coverage and limits of liability of insurance required under the Contractor's Public Liability and Property Damage Liability Insurance as set forth in subparagraph b. above.

d. Owner's Protective Public Liability and Protective Property Damage Liability Insurance in behalf of the County of Wayne, Michigan, the Board of County Road Commissioners of the County of Wayne, Michigan, and the City of Detroit, Michigan.

The Contractor shall furnish to the Highway Commission, to the Board of County Road Commissioners of the County of Wayne, Michigan, and to the City of Detroit,

Michigan, copies of policies as evidence that, with respect to the operations he or any of his subcontractors perform, he has provided for and in behalf of the County of Wayne, Michigan, the Board of County Road Commissioners of the County of Wayne, and the City of Detroit, Michigan, standard Owner's Protective Public Liability Insurance and standard Owner's Protective Property Damage Liability Insurance providing for coverage and limits of liability which are identical with the coverage and limits of liability of insurance required under the Contractor's Public Liability and Property Damage Liability Insurance as set forth in subparagraph b. above.

e. Railroad's Protective Public Liability and Protective Property Damage Liability Insurance in behalf of the Railroad Company, as named insured.

The Contractor shall furnish to the Highway Commission and to the Railroad Company copies of policies as evidence that, with respect to the operations he or any of his subcontractors perform, he has provided for and in behalf of the Railroad Company standard Railroad's Protective Public Liability Insurance providing for limits of liability of not less than Two Hundred Fifty Thousand Dollars ($250,000.00) for each individual and One Million Dollars ($1,000,000.00) for each occurrence with respect to bodily injury or death; and standard Railroad's Protective Property Damage Liability Insurance providing for limits of liability of not less than Two Hundred Fifty Thousand Dollars ($250,000.00) for each occurrence with an aggregate of One Million Dollars ($1,000,000.00) for the term of the policy with respect to property damage and physical damage to property. Said Railroad Protec-

tive Insurance shall conform to the Form prescribed therefor in Policy and Procedure Memorandum No. 20-12 of the BUREAU, effective June 5, 1959. Copies of said Form may be obtained from the Contracts Section, Procurement Division, Michigan Department of State Highways, Stevens T. Mason Building, Lansing, Michigan - 48926.

f. General

The insurance hereinbefore specified shall be with an acceptable insurance company authorized to do business in the State of Michigan and shall be taken out before work is commenced and kept in effect until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the Highway Commission. Each policy (except Railroad Protective Liability Insurance policies, which shall comply with Policy and Procedure Memorandum No. 20-12 of the BUREAU providing for 30 days advance written notice of cancellation, etc.) shall be provided with the following endorsement:

> "It is hereby agreed that 10 days advance written notice of cancellation, expiration, termination, or material change in the coverage provided by this policy will be given to the Michigan State Highway Commission, the Board of County Road Commissioners of the County of Wayne, Michigan, the City of Detroit, Michigan, the Detroit River Tunnel Company, the Michigan Central Railroad Company and The New York Central Railroad Company, Room 912, 466 Lexington Avenue, New York, New York - 10017."

If any of the insurance is cancelled, the Contractor and all subcontractors shall cease operations on the date of cancellation and shall not resume operations until new insurance

is in force. The cost of the insurance hereinbefore specified will not be a specific bid item, but it is agreed that the cost of such insurance will be covered by the various unit prices bid.

5. To pay to the Railroad Company the cost of switchtenders, flagmen, telegraph operators, conductors, pilots, watchmen, and other protective services and devices furnished by the Railroad Company and made necessary, in the judgment of the Chief Engineer of the Railroad Company, because of any of the Contractor's operations over, under or adjacent to tracks within clearance limits of vertical planes on each side of track eight (8) feet, six (6) inches horizontally distant from the nearest rail over which trains are operated, all as more particularly set forth in the following paragraphs:

a. Such protection will be required when men or equipment are working within the above limits or when work is being performed adjacent to, under or over tracks in use which may present hazards to tracks or train operations, or when equipment is used which does or may infringe on such limits. The Contractor will not be permitted to operate any of his own equipment on railroad tracks, except under proper arrangement with the Railroad Company. Such equipment and the operation of such equipment, or equipment rented from the Railroad Company, shall be arranged for by the Contractor with the Railroad Company and the cost or its use, including protection of railroad traffic, shall be borne by the Contractor.

b. The Contractor shall notify the Superintendent of the Railroad Company, at Detroit, Michigan, in writing, 72 hours (excluding Saturdays, Sundays and holidays) in advance of starting any work which might require protection

by the Railroad Company. If this requirement is not complied with, the Railroad Company may have the work stopped until arrangements for protection are made. No additional payment will be allowed the Contractor for damages or as other compensation by reason of such stoppage of work.

c. All such protection costs shall be included by the Contractor in his unit price bid for affected items. Railroad bills for such protection costs accruing to the Contractor shall be paid within thirty (30) days after receipt of bills. Before final payment is made by the Highway Commission to the Contractor, he shall submit satisfactory evidence that he has paid the Railroad Company for protection services and devices furnished. The Railroad Company's current rates and charges that would enter into the flagging costs are as follows:

NEW YORK CENTRAL RAILROAD — SHEET 1 OF 15
ENGINEERING DEPARTMENT
COMPUTED BY: C.H.S — CHECKED BY:
SUBJECT:
LOCATION: DIVISION DATE 8-15-66

NEW YORK CENTRAL SYSTEM

NORTHERN DISTRICT - DETROIT DIVISION MAIN LINE

DETROIT RIVER AND TUNNEL COMPANY TRACKS OVER

FISHER FREEWAY (I-75)

DETROIT - MICHIGAN

ESTIMATE OF RATES FOR FLAGGING SERVICE REQUIRED ACCOUNT OF STATE CONTRACTOR'S OPERATIONS

Classification of Employee: Conductor Flagman
Headquarters " " : Detroit, Michigan

DAILY BASIS

Straight time	1 day @ $ 26.55	$ 26.55
* Plus 49.49 %		13.14
	TOTAL -	$ 40.17

WEEKLY BASIS

Five (5) days @ $ 40.17 per day TOTAL - $ 200.85

NOTE: On duty more than eight (8) continuous hours overtime rate is $ 4.98 per hour plus 49.49 %
If employee is assigned on regular basis or performs duty five (5) consecutive days, he is entitled to one (1) guaranteed day at $ 40.17.

* ADDITIVES:

	%
Vacation Allowance	5.25
Paid Holidays	2.75
RR Retirement & Unemployment	11.70
Health & Welfare	5.00
Supervision	10.00
Insurance	13.85
Additional 11.70% on V.A. & P.H.	.094
Composite overhead on Labor	49.49 %

d. Protection costs will be charged by the Railroad Company in accordance with the working agreements between the Railroad Company and its employees. Such costs shall include the actual costs of wages paid, including unemployment, retirement, vacation allowance and other payroll taxes, surcharges, overhead, insurance, and other standard and legal costs incidental thereto.

e. The Contractor shall consult with the proper operating and engineering representatives of the Railroad Company to determine the type and costs of protection required to insure safety and continuity of railroad traffic incidental to the particular methods and equipment to be used for the work, and shall satisfy himself as to the provisions of the several working agreements between the Railroad Company and its employees, insofar as these agreements may affect the cost of protection chargeable to him.

f. Protection of railroad traffic might include, but not be limited to, the following:

(1) Conductor service to protect men and equipment while work is being performed within prescribed clearances or above tracks, while construction plant, equipment or materials are being moved across tracks, and while workmen are required to cross continuously back and forth over tracks in the performance of their work.

(2) Providing shanty for conductor's use, including the installation of dispatcher's telephone.

(3) Installation and maintenance of slow boards and lamps.

(4) Switchtenders and/or operators as required for temporary railroad operations.

g. No provision of these Supplemental Specifications, nor approval by the Railroad Company as to construction

operations, shall relieve the Contractor of any responsibility or liability whatsoever.

6. To pay the Railroad Company or owning company for any changes to railroad property, facilities, or to wire and pipe lines, required for the Contractor's convenience, other than shown on the Plans for the Project. In the event that the Contractor shall require a temporary crossing of railroad tracks, other than that shown on the Plans, he shall give at least six weeks advance notice to the Railroad Company of such need. It shall be the responsibility of the Contractor to determine and comply with the requirements of the Railroad Company covering the location, installation, protection, maintenance, use and removal of such temporary crossing. The Contractor shall bear all costs and expenses incidental thereto, including, but not limited to, the costs of installation, protection, maintenance and removal of such temporary crossing, contractual liability insurance thereon, and incidental work such as drainage facilities and removal, alteration and replacement of railroad fences.

7. To conduct his operations both on and off Railroad Company right of way so that no earth, mud, silt or other foreign matter will be allowed to foul railroad track ballast. In order to accomplish this, it may be necessary for the Contractor to construct temporary earth dikes, sheeting or tie cribbing or other precaution taken by him to prevent the fouling of railroad track ballast.

Where, in the opinion of the Railroad Company, demolition work, concreting or hauling along, over or across tracks will result in ballast becoming fouled, the Contractor shall take preventive measures to protect the entire ballast section by nailing canvas, plywood or similar material to the ties in the entire area likely to be affected, the protective material remaining in place until there is no further possibility

of fouling the ballast and then removed by the Contractor.

These protective measures shall be performed by, and at the expense of, the Contractor and under the supervision of, and to the satisfaction of, the Chief Engineer of the Railroad Company or his authorized representative, but the Railroad Company assumes no responsibility for the adequacy thereof.

However, in addition to the aforementioned protective measures, if railroad track ballast does become fouled, the Railroad Company, with its own forces, will remove the fouled ballast and replace same with clean ballast. The charges for this work will be billed by the Railroad Company against the Contractor.

Approved for the Michigan State Highway Commission, the Board of County Road Commissioners of the County of Wayne, Michigan, the City of Detroit, Michigan, the Detroit River Tunnel Company, The Michigan Central Railroad Company, and The New York Central Railroad Company as to substance and engineering:

MICHIGAN STATE HIGHWAY COMMISSION

By _____
Assistant to Deputy
Director - Engineering

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF WAYNE, MICHIGAN

By _____
County Highway Engineer

CITY OF DETROIT

By _____
~~Commissioner of Public Works~~
City Engineer

DETROIT RIVER TUNNEL COMPANY

By _____
Chief Engineer

THE MICHIGAN CENTRAL RAILROAD COMPANY and
THE NEW YORK CENTRAL RAILROAD COMPANY

By _____
Chief Engineer

COMPUTED BY: C.M.S | NEW YORK CENTRAL RAILROAD ENGINEERING DEPARTMENT | SHEET 1 OF 15 | CHECKED BY

SUBJECT:

LOCATION: DIVISION DATE 8-5-66

NEW YORK CENTRAL SYSTEM

NORTHERN DISTRICT - DETROIT DIVISION MAIN LINE

DETROIT RIVER AND TUNNEL COMPANY TRACKS OVER FISHER EXPRESSWAY (I-75) DETROIT - MICHIGAN

ESTIMATE OF COST - RAILROAD FORCE ACCOUNT WORK

PRELIMINARY ENGINEERING

Labor	$ 14,100	
Supplies, Personal Expenses, etc.	900	
		$ 15,000

CONSTRUCTION ENGINEERING-INSPECTION

Labor	20,800	
Personal & Misc. Expenses	5,620	
		26,420

TRACK WORK

Description of work

TEMPORARY - AS SHOWN ON PLAN NO. 7540-A

Construct Track: Track 191 - 305'
" 193 - #8 Turnout
" 154 - 65'

*** Tail Track - 195'
Frt. Main #8 - 1445' & 160' of Inner Guard Rails
Track 131 - 410' & #8 Turnout
" 41 - 455' " " "
" H - 345' " " "
" 130 - 100' " " "
Frt. Main #6 - 1690'
" " #4 - 1690'
East Bd. Main - 1300' & 2-#10 Turnouts
Track E - 185' & #8 Turnout
B12 - 135' " " "
B28 - 195' " " "
B21 - 210' " " "
West Bd. Main - 1265', 4-#8 Turnouts & 160' of Inner Guard Rails
Track C68 - 230' & #8 Turnout
" C83 - 130' " " "

EXHIBIT "H"
*** X01 of 821941

OSBURNE PRESS INC. - BROOKLYN 17, N. Y.
STOCK NO. 1-13

NEW YORK CENTRAL RAILROAD — SHEET 2 OF 15

COMPUTED BY: _____ ENGINEERING DEPARTMENT CHECKED BY: _____

SUBJECT: _____

LOCATION: _____ DIVISION _____ DATE _____

PERMANENT - AS SHOWN ON PLAN NO. 7540-A

Construct Track: Track 191 - 265', #8 Turnout & RR Crossing
" 193 - 143', raise 190' including Tie Renewal
" 154 - Raise 205', including Tie Renewal & relay 296' of Rail

Remove Track: Track 191 - 560', #5 Turnout & RR Crossing
" 193 - 150' & #6 "
" 194 - 235' " #9 "
" 154 - 390'
" 164 - 30', #6 & #5 Turnouts
" C68 - 435' & 1 set of Switch Points
W.B. Main - 485', 1 - #11 & 4 - #8 Turnouts
E.B. " - 675', 1 - #11 T.O. & 2 - #8 Frogs
* Track C83 - 135'
" B28 - 105' & #8 Turnout
" B21 - 220' " " "
" B12 - 215' " " "
" E - 240'
Frt. Main #4 - 1190'
" " #6 - 1260'
" " #8 - 1375'
Track 41 - 750' & #9 Turnout
" H - 785' " " "
" 130 - 715' " #8 "
" 133 - 125' " #5 "
" 131 - 240' " " "

*** The construction of 195' Tail Track will be required to serve temporarily relocated Track 193 in the event REA Express is not ready to construct it's temporary tracks at scheduled time.

PERMANENT - AS SHOWN ON PLAN 7540-B

Construct Track: Track 154 - 210'
REA Tracks - 370', #8 Turnout & line over 135', 65'
* * Track 193 - 35', " " " " " "
* * " C68 - 495' & set of Switch Points
* * C83 - 155'
* * W.B. Main - 485', 1 - #11 & 4 - #8 Turnouts
* * E.B. " - 675', 1 - #11 & 2 - #8 Frogs

NEW YORK CENTRAL RAILROAD — SHEET 3 OF 13

COMPUTED BY: _____ ENGINEERING DEPARTMENT CHECKED BY: _____

SUBJECT: _____

LOCATION: _____ DIVISION _____ DATE _____

Track B28 - 105' & #8 Turnout
" B21 - 220' " " "
" B12 - 215' " " "
" E - 240'
Frt. Main #4 - 1190' & 350' of Inner Guard Rail
" " #6 - 1360' " " " " " " "
" " #8 - 1645'
Track 41 - 750' & #8 Turnout
" H - 765' " " "
" 130 - 685' " " "
" 131 - 370' " " "
" 191 - 485'

Remove Track - Track 191 - 195'
Frt. Main #8 - 210'

TEMPORARY - AS SHOWN ON PLAN NO 7540-B

Remove Track: W.B. Main - 1265' & 4 - #8 Turnouts & 160' of Inner Guard Rails
Track C83 - 130' & #8 Turnout
" C68 - 230' " " "
E.B. Main - 1300' & 2 - #10 Turnouts
Track B28 - 195' & #8 Turnout
" B21 - 210' " " "
" B12 - 135' " " "
" E - 185' " " "
Frt. Main #4 - 1690'
" " #6 - 1690'
" " #8 - 1445' & 160' of Inner Guard Rails
Track 41 - 455' & #8 Turnout
" H - 345' " " "
" 130 - 100' " " "
" 131 - 410' " " "
" 191 - 305'
" 193 - #8 Turnout
" 154 - 65'
Tail Track - 195'
REA Tracks - 265' & #8 Turnout

• Cost includes labor to make necessary changes and ballast. No charge for rail, ties, switch timber or other track material.

NEW YORK CENTRAL RAILROAD — SHEET 4 OF 15

COMPUTED BY: _____ ENGINEERING DEPARTMENT CHECKED BY: _____

SUBJECT: _____

LOCATION: _____ DIVISION _____ DATE _____

TRACK WORK-Continued

TEMPORARY

Labor — $73,290

Material

ITEM NO.				
1	Rail, 127# SH, 26464'- 500.14 GT.	@ $99.33	$49,679	
2	Frog, #8 56, 127# New	15 ea.	@ 748.41	11,226
3	" #10 " " "	2 "	" 884.24	1,768
4	Switch, comp., 16'-6", 127# N	17 "	" 1,042.33	17,720
5	Splices, 127# SH	716 pr.	" 6.84	4,897
6	Offset Bars, New	34 "	" 20.59	700
7	Tie Plates, 127# SH	14,134 ea.	" 1.04	14,699
8	Gage Rods - New	63 "	" 6.65	419
9	Bolts & Washers - New	4784 "	" 0.391	1,871
10	Switch Stands, @ Lamp - N	6 "	" 116.22	697
11	Screw Spikes - New	1258 "	" 0.15	189
12	Rail Anchors - "	4656 "	" 0.378	1,760
13	Guard Rail Noses	4 "	" 50.00	200
14	Insulated Joints, comp. N - 60 sets	"	68.45	4,107
15	Cross Ties - New	5991 "	" 6.44	38,582
16	Switch " - " - 62.379 MFBM	"	179.99	11,228
17	Track Spikes - New	38998 ea	" 0.088	3,432
18	Ballast, Stone	9174 NT	1.30	11,926

175,100

Salvage

94% of Items 1 to 13 incl. - # 105,825	99,476	
94% of Item 14 (less fibers) - # 3,618	3,401	
75% of Items 15, 16 & 17 - # 53,242	39,931	
		142,808 cr.
		32,292
Handling Material - 5% of # 163,174		8,159
Transportation of Material		
Rail, Other Trk. Mtl.	827.6 N.T. @ # 1.71	1,415
Timber	866.6 N.T. @ # 3.04	2,634
Ballast	9174 N.T. @ # 0.44	4,037
Transportion of Equipment		1,173
Equipment Rental, incl. Work Train		11,000

TOTAL - TEMPORARY CHANGES - # 134,000

NOTE: Maintenance of temporary 5-track trestle is included in the above Labor cost.

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NEW YORK CENTRAL RAILROAD — SHEET 5 OF 15

COMPUTED BY: _____ ENGINEERING DEPARTMENT CHECKED BY: _____

SUBJECT: _____

LOCATION: _____ DIVISION _____ DATE _____

TRACK WORK - Continued

PERMANENT

* Labor $81,913

* Material

ITEM NO.				
1	Rail, 127# SH, 1400' - 26.46 G.T. (Inner Guard Rails)	@ $99.33	$2,628	
2	Rail, 105# SH, 598' - 9.34 G.T.	" 99.33	928	
3	Rail, 127# SH, 3180' - 60.10 G.T.	" 99.33	5,970	
4	Frog, #8 SG, 127# New	2 ea. " 748.41	1,497	
5	" " " 105# SH	1 " " 455.89	456	
6	Crossing Frogs, 127# New	L.S.	7,500	
7	Switch, comp., 16'-6", 127# N	2 ea. @ 1,042.33	2,085	
8	" " " 105# SH	1 " " 562.10	562	
9	Splices, 127# SH	146 pr. " 6.84	999	
10	" 105# SH	17 pr. " 7.23	123	
11	Offset Bars, New	8 " " 20.59	165	
12	Tie Plates, 127# SH	2398 ea. " 1.04	2,494	
13	" " 105# SH	167 " " 0.825	138	
14	Bolts & Washers, New	4432 " " 0.391	1,733	
15	Switch Stands, @ Lamp-N	3 " " 116.22	349	
16	Screw Spikes - New	222 " " 0.15	33	
17	Insulated Joints, comp.-N	60 sets " 68.45	4,107	
18	Track Spikes - New	40759 ea. " 0.088	3,587	
19	Cross Ties - New	3767 " " 6.44	24,259	
20	Switch Ties - New	36.60 MFBM " 179.99	6,588	
21	Gage Rods - New	78 ea. " 6.65	519	
22	Rail Anchors - New	195 " " 0.378	74	
23	Guard Rail Noses	4 " " 50.00	200	
24	Ballast, Stone	10,217 N.T. " 1.30	13,282	
				80,276

Salvage

ITEM NO.			
2	Rail, 105# SH, 598' - 9.34 G.T.	@ $99.33	928
3	Rail, 105# SH, 112' - 1.75 G.T.	" 99.33	174
3	Rail, 90# Scrap 3274' - 43.85 GT	@ 33.00	1,447
4	Frog, #9, 105# - Scrap - 1 ea. - 1625#	@ 0.012	20
4	" " #5, " - " - 1 " - 1300#	@ 0.012	16
5	" " 90# - " - 1 " - 1200#	@ 0.012	14
6	Crossing Frogs, 105# Scrap - 4 ea. - 11,760#	@ 0.012	141
7	Switches, 105# - Scrap - 2 ea. - 4105#	@ 0.012	49
8	" 90# - " - 1 " - 1400#	@ 0.012	17
9	Splices, 105# SH - 37 pr.	@ $7.23	268

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10-Splices, 90# Scrap-120 pr.-8160#@#0.012		#98	
11-Offset Bars-Scrap-8 pr.-640#@0.012		8	
12-Tie Plates, 105# SH-312 ea.@#0.825		257	
13-" " 90# Scrap-62 ea.-777#@0.012		9	
14-Bolts & Washers, N-4432"@#0.391		1,733	
15-Switch Stands, N-3 ea.@#116.22		349	
16-Screw Spikes, N-194 ea.@#0.15		29	
17-Insulated Joints, N-60 sets @60.30 (less fibers)		3,618	
18-Track Spikes, N-20,380 ea.@#0.088 (50% loss)		1,793	
19&20-85% of X-ties & SW. timber-#30,847		26,220	
			#37,188 cr.
			43,088
Handling Material-5% of #66,994			3,350
Transportation of Material			
Rail, Other Trk. Mtl.	194.15 NT@	#1.71	332
Timber	550.46 NT@	#3.04	1,673
Ballast	10,217 NT@	#0.44	4,495
Transportation of Equipment			1,279
Equipment Rental, Incl. Work Train			12,670

TOTAL-PERMANENT CHANGES-#148,800
TOTAL TRACK WORK-282,800

COMMUNICATIONS WORK

Trenchlay 6800' of underground cable.
Place 700' of conduit underground.
Provide 18 portable radios & accessories for track, operating, communications, signal, electrical departments & RR engineering representative.

Underground cable and conduit to be abandoned in place after permanent installation is completed.

TEMPORARY

Labor #21,405

Material

ITEM NO.				
1-Terminal Blocks	330 ea.@	#4.00	#1,320
2-Relay Boxes	3 " "	700.00	2,100
3-Cable, Poly. 150 pr.	5000' "	2.60	13,000
4-" " 25 pr.	2500' "	0.60	1,500

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STOCK NO. 1-15

NEW YORK CENTRAL RAILROAD — Sheet 7 of 15

COMPUTED BY: _____ ENGINEERING DEPARTMENT CHECKED BY: _____

SUBJECT: _____

LOCATION: _____ DIVISION _____ DATE _____

5-Transite Conduit, 3"	700' @	$ 0.50	$ 350
6-Connecting Rings	100 ea. "	0.20	20
7-Splicing Sleeves-#16	1000 " "	0.04	40
8-Polyethelene Sleeves	1500 " "	0.05	75
9-Lead Sleeving-3"	4 " "	20.00	80
10- " " -4"	4 " "	30.00	120
11-Wiping Solder	100 lbs. "	1.00	100
12-Rosin	50 " "	1.50	75
13-Scotch Tape-3/4"	100 rolls "	2.00	200
14- " " -1/2"	50 " "	1.50	75
15-Wire, Twist. Pr. #19	5000' "	0.03	150
16-Backboards	6 ea. "	35.00	210
17-Foundations	3 " "	40.00	120
18-Cable Pot Head-150 pr.	100' "	8.00	800
19- " " " -25 pr.	50' "	4.00	200
20-Field Radios	18 ea. "	572.00	10,296
21-Radio Antennas	18 " "	8.00	144
22- " Batteries	54 " "	48.00	2,592
23- " Cases	18 " "	6.75	122
24- " Covers	18 " "	1.25	23
25-Belts	18 " "	2.50	45
26-Chargers	10 " "	32.00	320
27-Miscellaneous			12
			$ 34,089

Salvage

90% of Items 1, 2, 16, 21, 23, 24 & 25-	$ 3964	3,568	
85% of Items 20 & 26-	$ 10,616	9,024	$ 12,592 cr.
			21,497
Handling Material-5% of $ 34,089			1,704
Transportation of Material			3,409
Transportation of Equipment			465
Equipment Rental			4,020

TOTAL-TEMPORARY CHANGES- $ 52,500

Trenchlay 16,200' of transite duct.
Install 4800' of underground cable.
Construct four(4) manholes.

Remove and salvage portion of existing underground cable that is accessible.

NEW YORK CENTRAL RAILROAD
ENGINEERING DEPARTMENT

COMPUTED BY: _____ SHEET 8 OF 15

CHECKED BY: _____

SUBJECT: _____

LOCATION: _____ DIVISION _____ DATE _____

COMMUNICATIONS WORK - Continued

PERMANENT

Labor $32,620

Material

ITEM NO.				
1 - Terminal Blocks	224 ea. @	$4.00	$ 896	
2 - Relay Boxes	2 " "	700.00	1,400	
3 - Cable, Poly. - 300 pr.	2400' "	4.75	11,400	
4 - " " - 25 pr.	2400' "	1.00	2,400	
5 - Conduit - 3"	10,800' "	0.50	5,400	
6 - " - 4"	5400' "	1.00	5,400	
7 - Bends	12 ea. "	5.00	60	
8 - Cable Racks	24 " "	5.00	120	
9 - " " - "T" Hooks	32 " "	4.00	128	
10 - Connecting Rings	100 " "	0.20	20	
11 - Sleeves, PVC	10 " "	8.00	80	
12 - Rosin	10 lbs. "	1.50	15	
13 - Wire, Twist. Pr. - #19	5000' "	0.03	150	
14 - Scotch Tape - 3/4"	40 ea. "	2.00	80	
15 - " " - 1/2"	20 " "	1.50	30	
16 - Pulling Irons	12 " "	10.00	120	
17 - Manhole Frames	6 " "	175.00	1,050	
18 - " Covers	6 " "	50.00	300	
				29,049

Salvage

Items 1, 2 & 16 - $2,416	2,416	
Cable, L.P.I. - 26400 lbs. scrap @ $0.10	2,640	
		5,056 cr.
		23,993
Handling Material - 5% of $29,049		1,452
Transportation of Material		2,905
Transportation of Equipment		330
Equipment Rental		3,700

TOTAL - PERMANENT CHANGES - $ 65,000

TOTAL COMMUNICATIONS WORK - $ 117,500

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NEW YORK CENTRAL RAILROAD — SHEET 9 OF 15
COMPUTED BY: ENGINEERING DEPARTMENT CHECKED BY
SUBJECT:
LOCATION: DIVISION DATE

SIGNAL WORK

Trenchlay 12,000' of 4 conductor #9 cable
" 10,500' " 7 " #12 "
" 11,000' " 15 cond. #3 & 12 cond. #14 cable
" 4,000' " 37 conductor #14 cable
" 6,000' " 1 " #9 "
" 3,500' " 4 " #6 "
Install 11 switch machines for power operated switches
" 11 dwarf signals

Remove switch machines & dwarf signals after permanent installation is restored.

Abandon underground cable in place after permanent installation is completed.

TEMPORARY

Labor $ 24,500

Material

ITEM NO.				
1	Switch Machines - SH	11 ea. @	$ 1063.00	$ 11,693
2	Dwarf Signals - N	11 " "	223.00	2,453
3	Housing - 9'x16' - N	1 " "	1800.00	1,800
4	" Foundation	4 " "	15.00	60
5	Dwarf Signal Foundation	11 " "	20.44	225
6	Reversing Contactor	8 " "	99.00	792
7	Swi. Adjusting Bracket	11 " "	24.45	269
8	Lock Rod & Lug	11 " "	17.70	195
9	Pt. Detector Rod & Lug	11 " "	24.25	267
10	Throw Rod	11 " "	10.50	116
11	Front Rod	11 " "	47.50	523
12	Saddle Plate	22 " "	13.80	304
13	Tie Strap - Long	11 " "	6.15	68
14	" " - Offset	11 " "	4.90	54
15	" " - Short	11 " "	2.45	27
16	Terminal Boxes	22 " "	24.50	539
17	Conduit Assembly	22 " "	4.33	95
18	Term. Box & Rail Connect	14 " "	30.00	420
19	Bolts	1 Lot		145
20	Relays	250 ea. @	108.86	27,215
21	Plugboard Kits - B1	200 " "	20.90	4,180
22	" " - B2	50 " "	29.26	1,463
23	Terminals, Resistors, etc.	1 Lot		4,500

24-Control Machine	1 ea. @	$1000.00	$1,000	
25-Rail Bonds	800 " "	0.46	368	
26-Wire, #16	10.0 MFT "	8.50	85	
27- " , #10	3.0 " "	24.00	72	
28-Cable, 4 cond. #9	12.0 " "	157.00	1,884	
29- " 7 " #12	10.5 " "	148.00	1,554	
30- " 15 " #3 & 12 " #14	11.0 " "	318.00	3,498	
31- " 37 " #14	4.0 " "	529.00	2,116	
32- " 1 " #9	6.0 " "	29.00	174	
33- " 4 " #6	3.5 " "	292.05	1,022	
34-Miscellaneous			3,429	
				$ 72,605

Salvage

90% of Items 3,7,8,9,10,11,12,13, 14,15,16,18,21,22 & 23	- $14,724	13,252	
85% of Items 1,2,6,20 & 24	- $43,153	36,680	
		49,932	cr.
Handling Material - 5% of $ 72,605		22,673	
Transportation of Material		3,630	
Transportation of Equipment		7,260	
Equipment Rental		237	
		2,400	
TOTAL - TEMPORARY CHANGES -			$ 60,700

Remove 10 switch machines on power operated switches
" 10 dwarf signals
Abandon existing underground cable in place.

Trenchlay 3,000' of 4 conductor #9 cable
" 3,000' of 7 " #12 "
" 5,000' of 15 cond. #3 & 12 cond. #14 cable
" 1,500' " 1 conductor #9 cable
" 4,500' " 12 " #14 "
Install 10 dwarf signals
Install 10 switch machines for power operated switches

PERMANENT

* Labor $ 21,300

NEW YORK CENTRAL RAILROAD — ENGINEERING DEPARTMENT — SHEET 11 OF 15

COMPUTED BY: _____ CHECKED BY _____

SUBJECT: _____

LOCATION: _____ DIVISION _____ DATE _____

SIGNAL WORK-Continued

* Material

ITEM NO.					
1- Conduit-4"	800' @	$ 2.87	$ 2,296		
2- Term. Box & Rail Connect.	20 ea. "	30.00	600		
3- Rail Bonds	1600 " "	0.46	736		
4- Cable, 4 cond. #9	6.0 MFT "	157.00	942		
5- " 7 " #12	6.0 " "	148.00	888		
6- " 15 " #3 & 12 " #14	10.0 " "	318.00	3,180		
7- " 1 " #9	3.0 " "	29.00	87		
8- " 12 " #14	9.0 " "	187.00	1,683		
9- Wire, #16	4.0 " "	8.50	34		
10- " #10	1.0 " "	24.00	24		
11- Miscellaneous			1,531	$	12,001

Salvage

Ferrous - 15,000 lbs. scrap @ $ 0.012	180		
Non Ferrous - 1,000 lbs. scrap @ $ 0.20	200	$	380 cr.
			11,621
Handling Material - 5% of $ 12,001			600
Transportation of Material			1,200
Transportation of Equipment			379
Equipment Rental			2,500

TOTAL - PERMANENT CHANGES - $ 37,600

TOTAL SIGNAL WORK - $ 98,300

ACCOUNTING

Labor 6,500

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NEW YORK CENTRAL RAILROAD — ENGINEERING DEPARTMENT — Sheet 16 of 13

COMPUTED BY: _____ CHECKED BY: _____

SUBJECT: _____

LOCATION: _____ DIVISION _____ DATE _____

ELECTRICAL WORK

Install temporary main feeder line from Detroit Edison Company service extension on RR R/W north of Newark St. between St. Anne & 20th Sts., to first manhole west of 20th St. Remove installation when permanent main feeder is completed.

PART I - TEMPORARY

Labor $450

Material

ITEM NO.				
1	Pole, Cedar, Cl. 2-40'	1 ea. @	$ 72.50	$ 73
2	" " Cl. 5-36'	1 " "	39.75	40
3	Crossarms, Wood, 96"	11 " "	4.38	48
4	" " 120"	5 " "	5.49	27
5	" " 144"	1 " "	9.35	9
6	Braces, 28"	14 " "	0.45	6
7	Arrestors, Lightning	3 " "	14.55	44
8	Insulators	10 " "	0.79	8
9	" Suspension	9 " "	1.91	17
10	Molding, Wood	60' "	0.08	5
11	Pot Head	1 ea. "	177.60	178
12	Anchor, Screw	1 " "	5.87	6
13	Connectors, Brundy	12 " "	0.66	8
14	" "	12 " "	2.18	26
15	Clevises	9 " "	0.57	5
16	Thimbles	9 " "	0.58	5
17	PIPE Straps-4"	5 " "	2.86	14
18	Conduit-4"	25' "	1.89	47
19	Wire, #4 B.C.	60' "	0.07	4
20	Cable, 3 cond., lead cov.	100' "	7.00	700
21	Wire 4/0 W.P.	700' "	0.19	133
22	Miscellaneous			25

$1,428

Salvage

85% of Items 1, 2 & 11 -	$ 291	247
90% " " 3 to 9 incl., 14 & 17 -	" 199	179
Items 19, 20 & 21 - 628 lbs. scrap @	$ 0.25	157

583 cr.

845

NEW YORK CENTRAL RAILROAD — SHEET 13 OF 15

COMPUTED BY: _____ ENGINEERING DEPARTMENT CHECKED BY: _____

SUBJECT: _____

LOCATION: _____ DIVISION _____ DATE _____

Handling Material - 5% of $1,428	$ 71
Transportation of Material	142
Transportation of Equipment	45
Equipment Rental	84
TOTAL - TEMPORARY CHANGES -	$ 1,637

Install permanent stand-by feeder line from Detroit Edison Co. service extension on RR R/W north of Newark St. between St. Anne & 20th Sts., to first manhole east of service connection. Abandon exist. U.G. stand-by feeder in place.

PART I - PERMANENT

Labor $ 450

Material

Pole, Cedar, Cl. 2-40'	1 ea. @	$ 72.50	$ 73
" " Cl. 3-35'	1 " "	49.85	50
Crossarms, Wood-96"	17 " "	4.38	74
" " -120"	5 " "	5.49	27
" " -144"	1 " "	9.35	9
Braces, 28"	26 " "	0.45	12
Arrestors, Lightning	3 " "	14.50	44
Insulators	10 " "	0.79	8
" , Suspension	9 " "	1.91	17
Pot Head, G&W, Type T	1 " "	177.60	178
Molding, Wood	60' "	0.08	5
Anchor, Screw	2 ea. "	5.87	12
Connectors, Brundy	12 " "	0.66	8
" "	12 " "	2.18	26
Bolts, X-arm - 5/8" x 28"	6 " "	0.87	5
Clevises	9 " "	0.57	5
Thimbles	9 " "	0.58	5
Straps, Pipe - 4"	5 " "	2.86	14
Conduit, 4"	25' "	1.89	47
Wire, #4 B.C.	60' "	0.07	4
" , 4/0 W.P.	300' "	0.19	57
Cable, 3 cond., lead cov.	100' "	7.00	700
Miscellaneous			25
			1,405

Salvage - NONE

NEW YORK CENTRAL RAILROAD — SHEET 14 OF 15
COMPUTED BY: _____ ENGINEERING DEPARTMENT CHECKED BY _____
SUBJECT: _____
LOCATION: _____ DIVISION _____ DATE _____

ELECTRICAL WORK-Continued

PART I-PERMANENT

Handling Material-5% of $1,405	$ 70
Transportation of Material	140
Transportation of Equipment	38
Equipment Rental	84
TOTAL-PERMANENT CHANGES-	$ 2,187
TOTAL-PART I -	$ 3,824

NOTE: Authority to perform electrical changes detailed in PART I above, plus labor additives & insurance coverage, included on Sheet 15 hereof, was furnished in State's letter of October 4, 1965 by Mr. P.A. Nordgren, Bridge Construction Engineer.

PART II-PERMANENT

Trenchlay 2,600' of underground electrical cable from Detroit Edison Co. service line on West side of 24th St. to east side of St. Anne St.

Abandon existing underground main feeder in place.

Labor				$ 3,500
Material				
Cable, 4.50 CM, 3c-lead	2,600' @	$ 9.972	$ 25,927	
Lead Sleeving	8 ea "	25.00	200	
Wiping Solder	50 lbs. "	1.00	50	
Rosin	25 " "	1.50	38	
Scotch Tape-¾"	75 rolls "	2.00	150	
Miscellaneous			35	
				26,400
Salvage-NONE				
Handling Material-5% of $ 26,400				1,320
Transportation of Material				2,640
Transportation of Equipment				116
Equipment Rental				400
TOTAL-PART II-				$ 34,376
TOTAL-ELECTRICAL WORK-				$ 38,200

NEW YORK CENTRAL RAILROAD — SHEET 12 OF 12
ENGINEERING DEPARTMENT
COMPUTED BY: _____ CHECKED BY: _____
SUBJECT: _____
LOCATION: _____ DIVISION _____ DATE _____

ADDITIVES ON LABOR

Total Labor - $300,828

Vacation Allowance	5.25% of $300,828	$15,793	
Paid Holidays	2.75% " "	8,273	
RR Retirement & Unempl-	11.70% " 324,894	38,013	
Health & Welfare	5.00% " 300,828	15,041	$77,120

INSURANCE

Employers liability, public liability and property damage, including property owned, rented or in the care, custody and control of the Railroad Company.
Limits of coverage - $250,000/$500,000

13.85% of $300,828 — $41,660

Owners public liability and property damage policies of insurance in favor of the County of Wayne, Michigan, the Board of County Road Commissioners of the County of Wayne, Michigan and the City of Detroit, Michigan
3 policies @ $307 ea 920

42,580

MISCELLANEOUS

Signs, Oval, Railroad Name - 2@ $40 80
NOTE: Signs and bolt assemblies will be furnished f.o.b. to job site. State's contractor to install.

TOTAL ESTIMATED COST - RR FORCE ACCOUNT WORK - $704,500

OFFICE OF CHIEF ENGINEER
NEW YORK, N.Y.
August 5, 1966

NOTE: See attached Sheet No 15a

20716

NEW YORK CENTRAL RAILROAD — SHEET 15a OF 15

COMPUTED BY: _____ ENGINEERING DEPARTMENT CHECKED BY: _____

SUBJECT: _____

LOCATION: _____ DIVISION _____ DATE _____

Total Estimated Cost-RR Force Account Work relating to restoration of existing facilities	#704,500
PART I-See Sheets 12, 13 & 14. This item plus additives & insurance was previously authorized by State Bridge Const. Authorization dated 8-31-65	-4,170
Net Total Estimated Cost-RR FA Work chargeable to the Project.	#700,330

(Information Relating to possible alterations)

*See Sheet 15b-Restoration of existing facilities which may be affected because of probable alterations to track & signal facilities.	#16,475
**See Sheet 15b-Estimated cost of above probable alterations to track & signal facilities	#8,607

88710

* Restoration of permanent facilities as now exist and as shown on Plans * 7540-B & * 7540-E

Labor			
Construct #11 crossover	# 2,000		
Replace set of switch points	250		
Construct 135' of track	405		
Replace 4 switch machines	3,300		
Additives on labor - 39.48%	2,351	# 8,306	
Material			
Spikes	206		
Ballast	416		
Signal cable & accessories	6,500		
Handling & transportation	1,047		
		8,169	# 16,475

** Estimated cost of above probable alterations to track & signal facilities as shown on Plans ** 7540-B & ** 7540-E

Labor			
Construct 540' of track	# 1,620		
Remove 2-#8 crossovers	1,600		
" 1-#8 turnout	400		
" 220' of track	242		
Construct #8 turnout	1,000		
Remove 2 switch machines	500		
Install 1 " machine	550		
Additives on labor - 39.48%	2,334	# 8,246	
Material			
Spikes	136		
Ballast	186		
Handling & Transportation	39		
		361	# 8,607
		Net Decrease	# 7,868

AGREEMENT FOR EXCHANGE OF LANDS
MISCELLANEOUS PARCELS
X01 of 82194L

THIS AGREEMENT, made this 18th day of November, A. D., 1965, by and between the MICHIGAN STATE HIGHWAY COMMISSION, whose address is "Station A", Lansing, Michigan - 48926, hereinafter sometimes referred to as the COMMISSION, party of the first part, and THE MICHIGAN CENTRAL RAILROAD COMPANY, a Michigan corporation, hereinafter referred to as the MICHIGAN CENTRAL, THE NEW YORK CENTRAL RAILROAD COMPANY, a Delaware corporation, lessee of the Michigan Central Railroad Company, hereinafter referred to as the NEW YORK CENTRAL, whose addresses are 466 Lexington Avenue, New York, New York - 10017, the DETROIT RIVER TUNNEL COMPANY, a consolidated corporation organized and existing under the laws of the State of Michigan and the Dominion of Canada, hereinafter referred to as the TUNNEL COMPANY, and the NEW YORK CENTRAL DEVELOPMENT CORPORATION, a Delaware corporation, whose addresses are Michigan Central Terminal Building, Detroit, Michigan - 48216, parties of the second part;

W I T N E S S E T H :

WHEREAS, the COMMISSION is constructing a limited access freeway, Interstate Route No. 75, hereinafter known and referred to as the Fisher Freeway, which will cross the right of way and other properties of certain of the second parties at Beecher Street southerly of Michigan Avenue in the City of Detroit, Michigan, by means of a highway underpass structure; and

WHEREAS, in order to construct said Fisher Freeway it will be necessary to construct a highway underpass structure below the tracks of the NEW YORK CENTRAL, and in order to accomplish such construction it is essential and necessary for the COMMISSION to acquire certain parcels of land now owned by others and to exchange same for certain parcels of land now owned by certain

of the second parties hereto; and

WHEREAS, certain of the second parties are the owners of certain parcels of land, shown on Exhibit A, attached hereto and made a part hereof, and thereon designated as Parcels 6, 7, 8, 9, 11 and 12; and

WHEREAS, the COMMISSION is in the process of acquiring certain parcels of land, shown on Exhibit A and thereon designated as Parcels 2, 3, 4, and 5; and

WHEREAS, the parties hereto have reached an understanding with each other respecting the exchange of the parcels of land above mentioned.

NOW, THEREFORE, it is hereby agreed:

1. In consideration of the payment of the sum of Twenty-one Thousand Dollars ($21,000.00) by first parties to the MICHIGAN CENTRAL, and of the construction and completion of said highway underpass structure by the COMMISSION and other considerations incidental thereto, second parties do hereby agree that they will grant and convey to the COMMISSION, by a separate instrument in recordable form, all of their respective right, title and interest in said Parcels 6, 7, 8, and 9, an easement for highway purposes across said Parcel 11, and an easement to the City of Detroit, Michigan for sewer and water purposes across Parcel 12, being respectively described as follows, to-wit:

PARCEL 6

A parcel of land comprised of parts of lots 32, 33, and 34 of WM. WARNER'S Subdivision of Lot No. 4, Private Claim 727, (City of Detroit, Wayne County, Michigan), as recorded in Liber 1 of Plats, on Page 205, Wayne County Records, said parcel being described as beginning at the N. W. corner of lot 32 and proceeding thence S. 26° 47' 10" E., 81.62 feet along the frontline of said lots (easterly line of Beecher Avenue); then N. 65° 51' 50" E., 18.97 feet; thence N. 11° 48' 53" W., 85.36 feet along a Limited

Access Line restricting all access, to the northerly line of lot 32; thence southwesterly along said northerly lot line 41.0 feet to the point of beginning.

PARCEL 7

That part of the Michigan Central Railroad right-of-way in Private Claim 20, City of Detroit, Wayne County, Michigan, described as beginning at the intersection of the southerly line of said right-of-way with the westerly line of Beecher Avenue (60 feet wide), distant N. 26° 47' 10" W., 400.33 feet measured along said westerly line of Beecher Avenue from the northerly line of Ruskin Avenue and proceeding thence S. 82° 21' 53" W., 285.85 feet along the aforesaid southerly M.C.R.R. right-of-way line; thence N. 21° 43' 19" W., 42.46 feet; thence N. 65° 54' 47" E., 57.49 feet; thence S. 88° 44' 01" E., 236.66 feet to the westerly line of Beecher Avenue; thence S. 26° 47' 10" E., 22.06 feet along said westerly line of Beecher Avenue to the point of beginning.

PARCEL 8

Part of lot 27 of GEO. L. BEECHER'S FACTORY SITE SUB'N of that part of the BREVOORT FARM between MICHIGAN AVE. and M.C.R.R. Detroit, (Wayne County), Michigan, as recorded in Liber 22 of Plats, on Page 93, Wayne County Records, said part being the northerly portion of a part of lot 27 conveyed to the Michigan Central Railroad by Warranty Deed dated December 22, 1909, and recorded February 2, 1910, in Liber 747 of Deeds, on Page 143, Wayne County Records; said northerly portion being described as beginning at a point on the northeasterly line of land described in said Deed (L-747, P-143) distant S. 26° 47' 10" E., 127.24 feet measured along the easterly line of lot 27 (westerly

line of Beecher Avenue), and S. 65° 51' 50" W., 77.77 feet from the N. E. Corner of lot 27, and proceeding thence S. 65° 51' 50" W., 6.62 feet to the southwesterly line of lot 27; thence northwesterly along said southwesterly line on the arc of a 215.93 feet radius curve concave northeasterly for a distance of 76.47 feet (the chord of said arc bears N. 54° 15' 37" W., 76.08 feet) to the northerly terminus of the aforesaid land conveyed by deed (L. 747, P. 143); thence southeasterly along the northeasterly line of the land conveyed by said deed on the arc of a 231.01 feet radius curve concave northeasterly for a distance of 80.00 feet to the point of beginning (the chord of said arc bears S. 58° 23' 08" E., 79.60 feet).

PARCEL 9

A parcel of land comprised of part of Private Claim 729, parts of lots 7, 8, and 9, and part of the vacated 10 feet wide alley at the rear of lots 8 through 21, both inclusive, of WM. WARNER'S Subdivision of Lot No. 4, Private Claim 727, (City of Detroit, Wayne County, Michigan), as recorded in Liber 1 of Plats, on Page 205, Wayne County Records; said parcel being more particularly described as beginning at a point in P.C. 729 distant southerly 250 feet measured along the westerly line of 20th Street, and westerly 396.83 feet at right angle to said westerly line of 20th Street, from the southerly line of Michigan Avenue, and proceeding thence westerly at right angle to 20th Street 147.00 feet to a point distant easterly 30 feet (right angle measurement) from the westerly line of P.C. 729; thence northerly 246.95 feet parallel with said westerly line of P.C. 729 to a point on the northerly line of a parcel of land deeded

PARCEL 9 CONTINUED

to the Michigan Central Railroad Company by Caroline S. Case, et. al., by Deed dated May 23, 1893, and recorded July 12, 1893 in Liber 425 of Deeds, on Page 359, Wayne County Records, said point being distant southerly 220 feet from the southerly line of Michigan Avenue, measured at right angles thereto; thence westerly 5.60 feet along the northerly line of the premises deeded by Caroline S. Case, et. al., as aforesaid, and parallel with the southerly line of Michigan Avenue, to a point distant 25 feet easterly (right angle measurement) from the westerly line of P.C. 729; thence northerly 111.86 feet parallel with said westerly line of P.C. 729 to the southerly line of a 20 feet wide public alley; thence westerly along said southerly line 99.30 feet to a point on the northerly line of aforesaid lot 7 of WM. WARNER'S Subdivision (L-1, P-205), distant westerly 60.15 feet measured along said line and its easterly prolongation, from the easterly line of aforesaid lot 8, (as platted); thence southeasterly on a curve to the right (concave southwesterly) of 42° 30', to the S. E. corner of said lot 9 (the long chord of said curve being 102.34 feet); thence southeasterly along the westerly line of land deeded to the Michigan Central Railroad Company be deed dated March 26, 1910, and recorded September 23, 1910 in Liber 785 of Plats, on Pages 104-105, Wayne County Records, to a point on the easterly line of P.C. 727 distant southerly 611.6 feet measured along said easterly line of P.C. 727 from the southerly line of Michigan Avenue; thence southeasterly 93.92 feet along the easterly line of P.C. 727; thence northeasterly along the arc of a 720.0 feet radius curve concave southeasterly for a distance of 258.34 feet to the point of beginning, said are being a Limited Access Line, restricting all access.

PARCEL 11

A parcel of land comprised of parts of Private Claims 20 and 727; parts of lots 27 and 28 of GEO. L. BEECHER'S FACTORY SITE SUB'N of that part of the BREVOORT FARM between MICHIGAN AVE. and M.C.R.R. Detroit, (Wayne County), Michigan, as recorded in Liber 22 of Plats, on Page 93, Wayne County Records, and parts of lots 34, 35 and 36 of WM. WARNER'S Subdivision of Lot No. 4, Private Claim 727, (City of Detroit, Wayne County, Michigan), as recorded in Liber 1 of Plats on Page 205, Wayne County Records, said parcel being described as beginning at the point of intersection of the center line (reference line of south bound Fisher Freeway), of proposed F.A.I.-75 at Station 1260 + 63.39 with the south face of the south fascia girder of the proposed M.C.R.R. bridge over F.A. I-75, said point being distant N. 81° 09' 05" E., 256.49 feet measured along the easterly extension of the north gauge line of the existing M.C.R.R. east bound main track, and S. 08° 50' 55" E., 79.67 feet at right angle to said track, from the M.C.R.R. Valuation Survey Station 96 + 97.6'; thence proceeding from said point of beginning N. 88° 44' 01" W., 112.88 feet along the aforesaid south face of girder; thence S. 65° 54' 47" W., 57.49 feet; thence N. 21° 43' 19" W., 128.68 feet; thence N. 81° 55' 58" E., 45.38 feet; thence S. 24° 05' 13" E., 4.91 feet to the line of the north face of the north fascia girder of aforesaid proposed M.C.R.R. bridge; thence N. 77° 30' 47" E., 112.21 feet along said north face of girder to the aforesaid Reference Line of south bound Fisher Freeway at F.A.I-75 Station 1262 + 00.31, said point being distant N. 81° 09' 05" E., 219.85 feet measured along the aforesaid easterly extension of the north gauge line of the M.C.R.R. East bound main

track, and N. 08° 50' 55" W., 52.25 feet at right angles to said line of extension; thence N. 65° 51' 50" E., 182.61 feet, continuing along the northerly face of said fascia girder and its easterly extension; thence S. 21° 49' 38" E., 219.33 feet to a point on the easterly line of Beecher Avenue, said point being on the easterly extension of the hereinbefore mentioned south face of the M.C.R.R. bridge south fascia girder; thence N. 88° 44' 01" W., 191.77 feet along said south face of girder to the point of beginning, subject to the rights of the public in that portion of Beecher Avenue and the alley south of and adjoining lot 36 of WM. WARNER'S Sub., (L-1, P-205) included within the limits of the above described parcel.

PARCEL 12

Part of the Michigan Central Railroad 20 feet wide spur track right-of-way in Private Claim 20, City of Detroit, Wayne County, Michigan, lying at the rear of lot 22 of GEO. L. BEECHER'S FACTORY SITE SUB'N of that part of the BREVOORT FARM between MICHIGAN AVE. and M.C.R.R. Detroit, (Wayne County), Michigan, as recorded in Liber 22 of Plats, on Page 93, Wayne County Records; said easement being described as beginning at a point on the easterly extension of the northerly line of the southerly 80 feet of lot 32 of said GEO. L. BEECHER'S FACTORY SITE SUB'N, distant N. 63° 15' 37" E., 17.92 feet from the N. E. corner of said southerly 80 feet of lot 32, and proceeding thence N. 63° 15' 37" E., 2.08 feet along said easterly extension of the northerly line of the southerly 80 feet of lot 32 to the westerly line of aforesaid lot 22; thence N. 26° 43' 45" W., 37.29 feet along the westerly line of lot 22; thence

PARCEL 12 CONTINUED

southeasterly along the arc of a 335.36 feet radius curve concave southwesterly for a distance of 37.37 feet to the point of beginning, (the chord of said arc bears S. 23° 32' 14" E., 37.35 feet).

2. In consideration of the premises and of the performance of the agreements and undertakings in connection with the construction and completion of said highway underpass structure on second parties' part to be performed and of the conveyance of the above described premises by second parties to first parties as above provided, the COMMISSION does hereby agree to pay to the MICHIGAN CENTRAL the sum of Twenty-one Thousand Dollars ($21,000.00) and to grant and convey to second parties, as they shall mutually specify, by a separate instrument in recordable form, all of its right, title and interest, present or future, in said Parcels 2, 3, 4 and 5, being respectively described as follows, to-wit:

PARCEL 2

That part of lot 28 of GEO. L. BEECHER'S FACTORY SITE SUB'N of that part of the BREVOORT FARM between MICHIGAN AVE. and M.C.R.R. Detroit, (Wayne County), Michigan, as recorded in Liber 22 of Plats, on Page 93, Wayne County Records, described as beginning at a point on the southerly line of lot 28, (said southerly line also being the northerly line of the M.C.R.R. right-of-way), distant westerly 175.32 feet from the S.E. corner of lot 28, and proceeding thence westerly 99.12 feet along said southerly line of lot 28; thence northwesterly along the southwesterly line of lot 28, (said line also being the northeasterly line of the 18 feet wide M.C.R.R. spur track right-of-way), on the arc of a 222.01 feet radius curve concave northeasterly for a distance of 60.44 feet (the chord of said arc bears N. 77° 30' 47" W.,

60.26 feet); thence S. 84° 16' 16" E., 74.12 feet; thence N. 81° 55' 58" E., 82.0 feet; thence S. 21° 43' 19" E., 6.42 feet to the point of beginning.

PARCEL 3

A parcel of land comprised of part of lot 28 of GEO. L. BEECHER'S FACTORY SITE SUB'N OF THAT PART OF THE BREVOORT FARM between MICHIGAN AVE. and M.C.R.R. Detroit, (Wayne County), Michigan, as recorded in Liber 22 of Plats, on Page 93, Wayne County Records, and a part of the 18 feet wide strip of land lying between said lot 28 and lot 27 of said GEO. L. BEECHER'S FACTORY SITE SUB'N, said parcel being described as beginning at the southeasterly corner of lot 28, and proceeding thence westerly 175.32 feet along the southerly line of lot 28 (also being the northerly line of the M.C.R.R. right-of-way); thence N. 21° 43' 19" W., 6.42 feet; thence N. 81° 55' 58" E., 45.38 feet; thence S. 24° 05' 13" E., 4.91 feet; thence N. 77° 30' 47" E., 107.63 feet to a point on the easterly line of lot 28, (said line also being the westerly line of the M. C.R.R. spur track right-of-way) distant 27.48 feet measured along the easterly curved line of lot 28 from the S.E. corner of said lot; thence continuing N. 77° 30' 47" E., 4.58 feet; thence N. 65° 51' 50" E., 19.18 feet to the westerly curved line of lot 27 of aforesaid GEO. L. BEECHER'S FACTORY SITE SUB'N; thence southeasterly 51.50 feet along said curved line of lot 27 to the southerly line of said lot 27; thence westerly along said southerly line to the point of beginning.

PARCEL 4

That part of lot 27 of GEO. L. BEECHER'S FACTORY SITE SUB'N of that part of the BREVOORT FARM between MICHIGAN AVE. and M.C.R.R. Detroit, (Wayne County), Michigan, as recorded in Liber 22 of Plats, on Page 93, Wayne County Records, described as beginning at a point on the easterly line of lot 27 (westerly line of Beecher

Avenue) distant S. 26° 47' 10" E., 127.24 feet from the N. E. corner of lot 27, and proceeding thence S. 26° 47' 10" E., 39.41 feet to the northerly line of a parcel of land conveyed to the M.C.R.R. by Warranty Deed dated Dec. 22, 1909, and recorded Feb. 2, 1910, in Liber 747 of Deeds, on Page 143, Wayne County Records; thence S. 80° 04' 50" W., 49.35 feet; thence northwesterly along the arc of a curve having a radius of 231.01 feet, concave northeasterly for a distance of 41.89 feet (the chord of said arc bears N. 73° 30' 13" W., 41.84 feet); thence N. 65° 51' 50" E., 77.77 feet to the point of beginning.

PARCEL 5

The parts of lots 24 through 31, both inclusive, and that part of the vacated 10 feet wide alley at the rear of said lots, of WM. WARNER'S Subdivision of Lot No. 4, Private Claim 727, (City of Detroit, Wayne County, Michigan), as recorded in Liber 1 of Plats on Page 205, Wayne County Records, lying easterly of a Limited Access Line, restricting all access, said Line being described as beginning at a point on the southerly line of lot 31, distant N. 63° 16' 19" E., 41.00 feet from the S. W. corner of lot 31, and proceeding thence along said Limited Access Line N. 7° 07' 48" W., 74.30 feet, and N. 2° 58' 30" W., 76.48 feet, and N. 1° 00' 00" E., 67.78 feet, and N. 4° 42' 25" E., 66.80 feet to a point of ending on the easterly line of the aforesaid vacated 10 feet wide alley, said point of ending being distant N. 26° 47' 10" W., 257.00 feet measured along said easterly line of alley from the easterly extension of the southerly line of the aforesaid lot 31.

thereby conveying to second parties good and merchantable title to said premises in fee simple.

3. The matters of the construction and maintenance of said highway underpass structure will be the subject of a separate agreement.

4. The parties hereby covenant that they will not discriminate against

any employee or applicant for employment to be employed in the preparation and execution of the instruments of conveyance mentioned herein, or any other acts related thereto or connected therewith, with respect to his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of his race, color, religion, national origin or ancestry; and they will require a similar covenant on the part of any contractor or subcontractor employed in the performance of this contract. The parties further covenant that they will comply with the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 C.F.R. Part 8) issued pursuant to said Act, and will require a similar covenant on the part of any contractor or subcontractor employed in the performance of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper and duly authorized officers as of the day and year first above written.

MICHIGAN STATE HIGHWAY COMMISSION

By Howard E. Hill
State Highway Director

FORM O.K. 11-17-65

~~CITY OF DETROIT~~

~~By~~
~~Mayor~~

A.B. 11-16-65

~~By~~
~~Commissioner of Public Works~~

THE MICHIGAN CENTRAL RAILROAD COMPANY

By J. Patten
Vice President

Attest: E. Holst
Assistant Secretary

THE NEW YORK CENTRAL RAILROAD COMPANY
Lessee of the Michigan Central Railroad

By J. Patten
Vice President

Attest: E. Holst
Assistant Secretary

DETROIT RIVER TUNNEL COMPANY

By J. Patten
Vice President

Attest: E. Holst
ASSISTANT Secretary

NEW YORK CENTRAL DEVELOPMENT CORPORATION

By W. Commins
Vice President

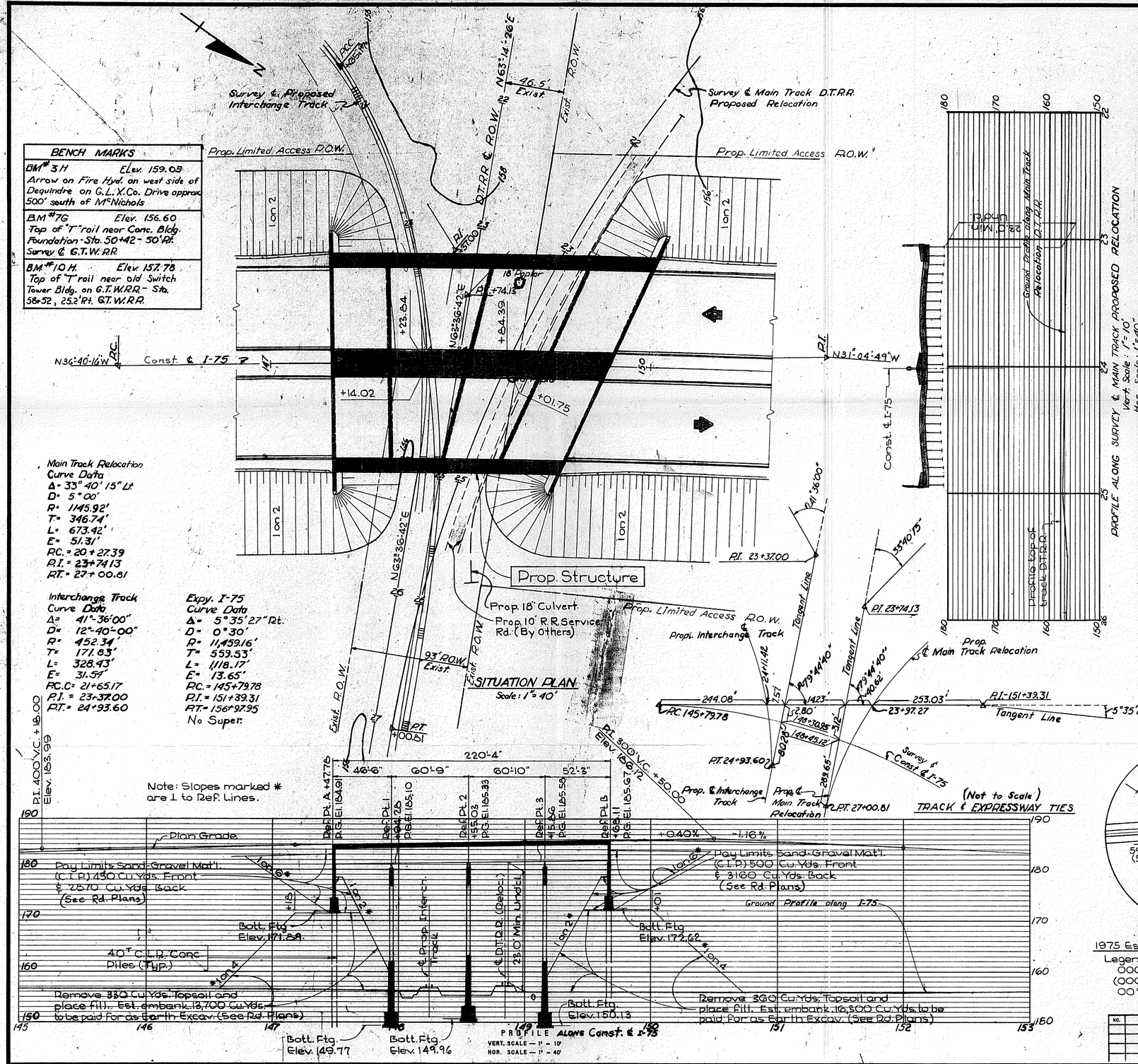
Attest: E. Holst
ASSISTANT Secretary

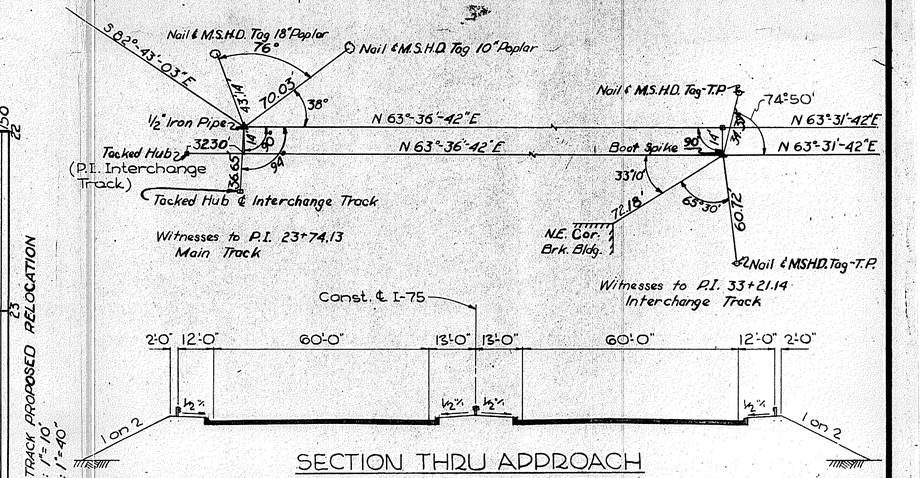
BENCH MARKS	
BM #3H	Elev. 159.05
Arrow on Fire Hyd. on west side of Dequindre on G.L.X.Co. Drive approx 500' south of M^c Nichols	
BM #7G	Elev. 156.60
Top of "T" rail near Conc. Bldg. Foundation - Sta. 50+42 - 50' Rt. Survey ℄ G.T.W.R.R.	
BM #10H.	Elev. 157.78
Top of "T" rail near old Switch Tower Bldg. on G.T.W.R.R. - Sta. 58+52, 25.2' Rt. G.T.W.R.R.	

Main Track Relocation
Curve Data
Δ = 33° 40' 15" Lt.
D = 5° 00'
R = 1145.92'
T = 346.74'
L = 673.42'
E = 51.31'
P.C. = 20 + 27.39
P.I. = 23+74.13
P.T. = 27 + 00.81

Interchange Track
Curve Data
Δ = 41° 36' 00"
D = 12° 40' 00"
R = 452.34'
T = 171.83'
L = 328.43'
E = 31.54'
P.C. = 21+65.17
P.I. = 23+37.00
P.T. = 24+93.60

Expy. I-75
Curve Data
Δ = 5° 35' 27" Rt.
D = 0° 30'
R = 11,459.16'
T = 559.53'
L = 1118.17'
E = 13.65'
P.C. = 145+79.78
P.I. = 151+39.31
P.T. = 156+97.95
No Super.





NOTES

The work covered by these plans includes earth excavation, placing porous material - grade A, construction of the proposed bridge, placing slope protection to the limits shown, constructing catch basin, placing culverts and replacing pavement as indicated on the plans. All other work is included in the Road Plans which are a part of this contract.

No work shall be performed by the Road Contractor between stations 146+58 and 150+71 until the bridge has been completed, except as directed by the Engineer in order to expedite the work of the Bridge Contractor.

If fill is encountered under pier footings, excavate and fill with Grade X concrete.

Piers 1 and 2 shall be constructed and backfilled prior to placing of abutment fills.

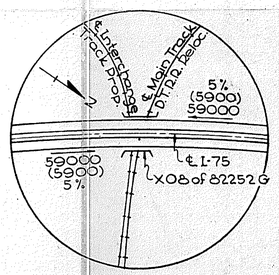
The ground adjacent to the tracks and structure shall be graded by the contractor to provide drainage.

Datum refers to City of Detroit datum.

Approximately 40 percent of the cost of this bridge represents a hazard to railroad operations.

The information concerning train movement and the speed thereof does not represent a commitment by the Detroit Terminal R.R. to continue them unchanged inasmuch as they are subject to change without notice.

Existing main line track and interchange track of the Detroit Terminal Railroad are to be relocated prior to starting work on the proposed bridge.



1975 Estimated Traffic Distribution
Legend:
000 Average Daily Volume
(000) Design Hour Volume
00% Commercial

REVISIONS			
NO.	DESCRIPTION	DATE	BY

MICHIGAN STATE HIGHWAY DEPARTMENT

I-75 Walter P. Chrysler Expressway crossing over the Detroit Terminal R.R. in the City of Detroit.

GENERAL PLAN OF SITE

Exhibit A

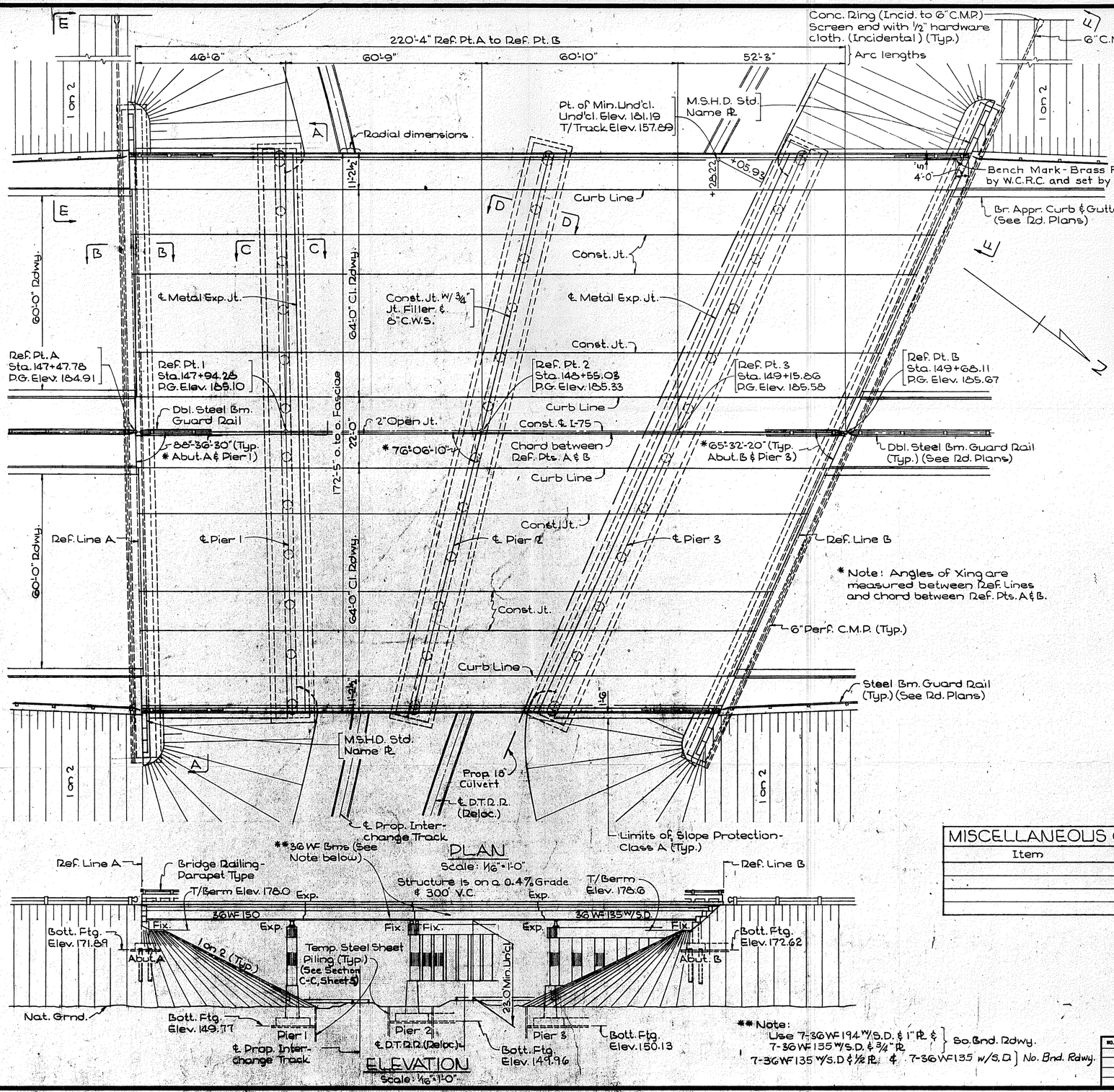
APPROVED _____ ASST. DESIGN SUPERVISING ENGINEER

APPROVED _____ DESIGN SUPERVISING ENGINEER

SQUAD BOSS	Fisher	5-27-65
DRAWN BY	R.Marsh	1-5-65
TRACED BY	CHC	5-5-65
CHECKED BY	RCB	5-25-65

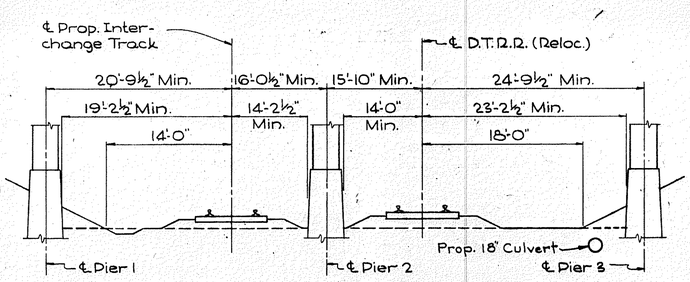
SHEET OF

X08 of 82252 G

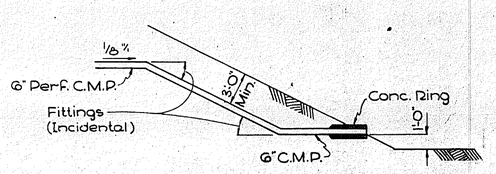


PLAN
Scale: 1/16" = 1'-0"

ELEVATION
Scale: 1/16" = 1'-0"



TRACK CLEARANCE DIAGRAM
(Dimensions are ⊥ to ℄ tracks)
Scale: None



SECTION F-F
Scale: None

NOTES

The design of this structure is based on the M.S.H.D. Specifications for the Design of Highway Bridges, 1958 edition, H S20-44 and alternate military loading. Live load plus impact deflection equals 1/1000 of span length and 1/350 of cantilever arm.

The top of roadway slab and tops of sidewalks and curbs are parallel to the vertical curve.

This structure is on a horizontal curve. The fascia lines, curb lines and longitudinal construction joints are parallel to the curve.

The lateral pay limits of temporary steel sheet piling are as required and determined by the Engineer.

The contractor shall submit details of his proposed temporary sheeting and bracing plans for railroad approval.

The 6" Perf. C.M.P. and 6" C.M.P. behind the abutments are to be deleted if fill under the abutments satisfies specification requirements for Sand-Gravel Material.

MISCELLANEOUS QUANTITIES

Item	Unit	Amount

** Note:
Use 7-36 WF 194 W/S.D. & 1" R. & 7-36 WF 135 W/S.D. & ¾" R. } So. Bnd. Rdwy.
7-36 WF 135 W/S.D & ½ R. & 7-36 WF 135 W/S.D. } No. Bnd. Rdwy.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

MICHIGAN STATE HIGHWAY DEPARTMENT

GENERAL PLAN OF STRUCTURE

Exhibit B-Sheet 1

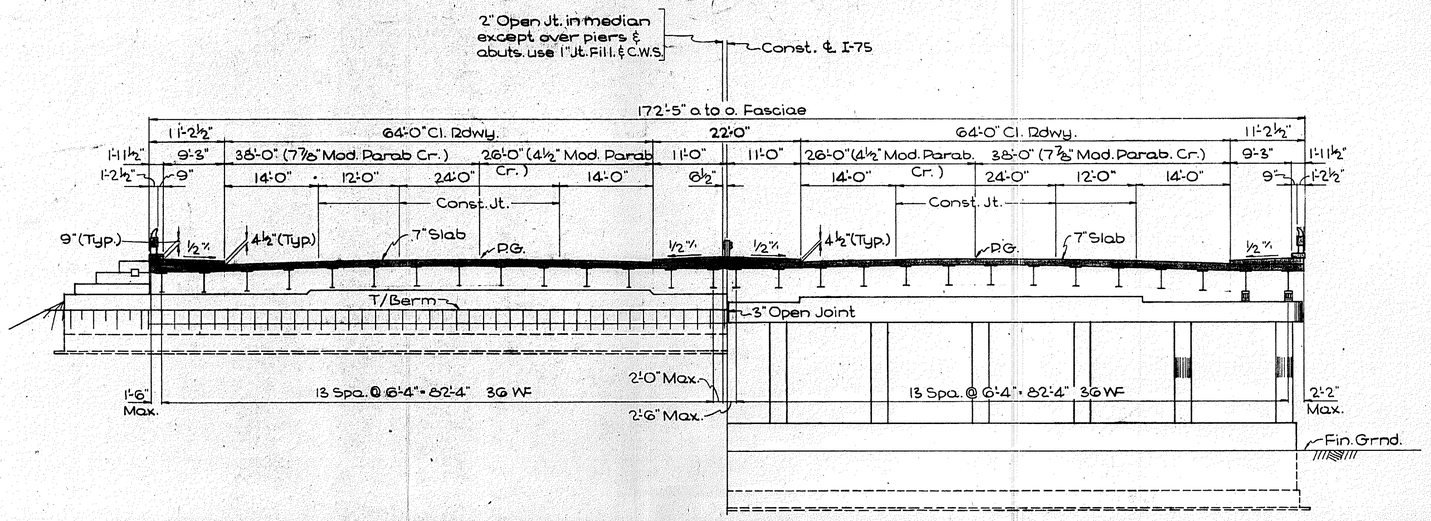
SQUAD BOSS	Fisher	5-24-65
DRAWN BY	CHC	5-5-65
TRACED BY		
CHECKED BY	R C B	5-25-65

SHEET OF

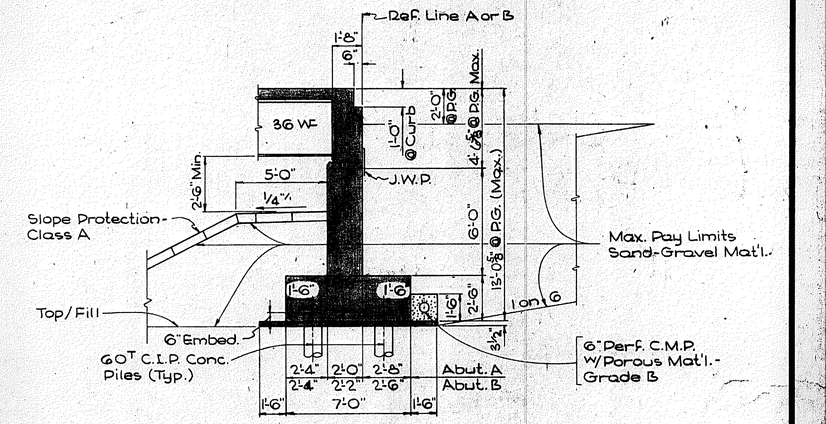
APPROVED _____ ASST. DESIGN SUPERVISING ENGINEER

APPROVED _____ DESIGN SUPERVISING ENGINEER

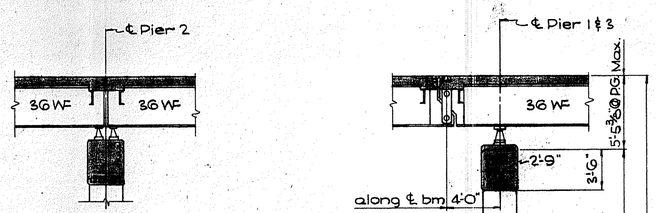
X08 of 82252G



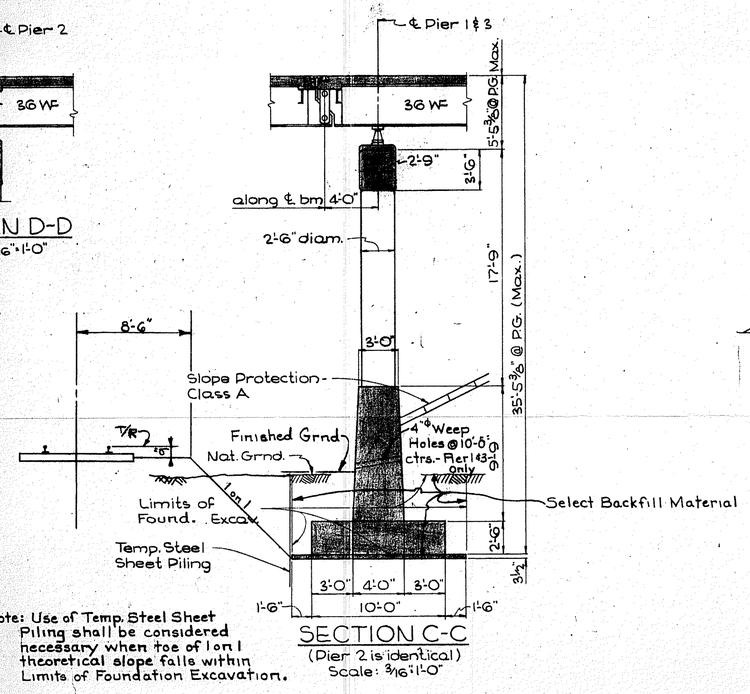
SECTION A-A
Scale: 3/32" = 1'-0"



SECTION B-B
Scale: ¼" = 1'-0"

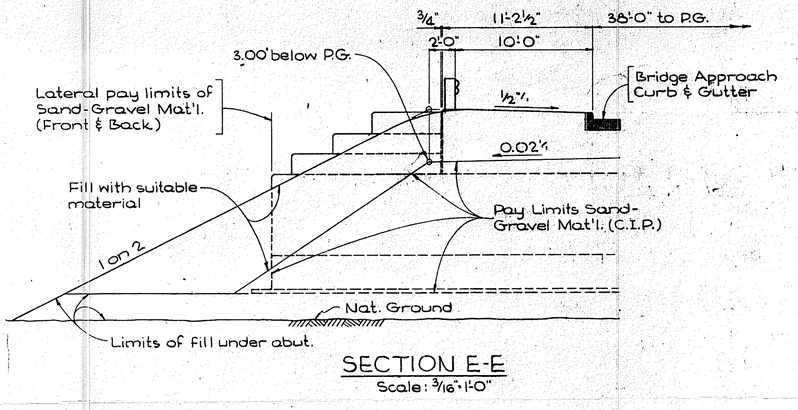


SECTION D-D
Scale: 3/16" = 1'-0"



SECTION C-C
(Pier 2 is identical)
Scale: 3/16" = 1'-0"

Note: Use of Temp. Steel Sheet Piling shall be considered necessary when toe of 1 on 1 theoretical slope falls within Limits of Foundation Excavation.



SECTION E-E
Scale: 3/16" = 1'-0"

REVISIONS

NO.	DESCRIPTION	DATE	BY

MICHIGAN STATE HIGHWAY DEPARTMENT

GENERAL PLAN OF STRUCTURE

Exhibit B-Sheet 2

APPROVED: A. A. Williams
ASST. DESIGN SUPERVISING ENGINEER

APPROVED: _____
DESIGN SUPERVISING ENGINEER

SQUAD BOSS	Fisher	5-26-65
DRAWN BY	CHC	5-5-65
TRACED BY		
CHECKED BY	RCG	5-27-65

SHEET ___ OF ___

X08 of 82252G

OAKLAND

PARKING LOT

CITY OF HIGHLAND PARK
CITY OF DETROIT

N 31°-02'-33" W

℄ G.T.W.R.R.

Prop. R.O.W. LINE

Sta. 4+56.3 ℄ Prop. Main Line Track

25

58 + 11 G.T.W.R.R. = 20 + 00 D.T.R.R.

66' Exist. R.O.W.

Prop 5° Curve

℄ Prop. Main Line Track (D.T.R.R.)

P.T.

CURVE DATA:
Main Track
Δ = 33°-48'-30" Rt.
D = 5°-00'
R = 1145.92'
T = 348.25'
L = 676.17'
E = 51.75'
P.C. = 5+77.45
P.I. = 9+25.70
P.T. = 12+53.62

CURVE DATA:
Main Track
Δ = 33°-90'-15" Lt.
D = 5°-00'
R. = 1145.92'
T = 346.74'
L = 673.42'
E = 51.31
P.C. = 20+27.39
P.I. = 23+74.13
P.T. = 27+00.81

CURVE DATA:
Interchange Track
Δ = 41°-36'-00"
D = 12°-40'-00"
R = 452.34'
T = 171.83'
L = 328.48'
E = 31.54'
P.C.C. = 21+65.17
P.I. = 23+37.00
P.T. = 24+93.60

85°-28'-52"

85°-29'-36"

30' Prop. R.O.W.

S 1°-40'-30" E

Note: Elevs. marked * are exist. top of rail elevs.

* El. 156.43
* El. 156.63
* El. 157.87
* El. 157.89

El. 157.80 *
El. 157.80 *

Prop. 18" Culvert

FOUNDATION AND SLAB OF RAZED BUILDINGS (POOR CONDITION)

PROPERTY LINE

94°-16'-55"

℄ R.O.W. of D.T.R.R.
N 63°-14'-06" E

50 + 00 G.T.W.R.R. = 20 + 00 D.T.R.R.

EX. 33' CONC.

EX. 33 CONC. N 87°-43'-43" E

N 31°-04'-04" W

65

24'

26'
48'

48'

60

33'

On Ramp

CHRYSLER EXPRESSWAY

Off Ramp

GREELEY

EX. 30' BRK CAP

EX. 46' CONC.

McNICHOLS

EX. 40' CONC.

Prop. R.O.W. LINE

N 87°-15'-43" E

Exist. 24" Water Main (6' to 9' Cover) City of Highland Park

156+61.37 Expwy
23+78.90 D.T.R.R. (Curve)

Existing D.T.R.R. Track (To be relocated).

N 63°-28'-35" E

156+61.37 Expwy
23+78.84 D.T.R.R. (Tang.)

Exist. R.O.W.

50'

55

19'

11'

Exist. 33' Fence 3 Strand Barb

WALTER P.

GREAT LAKES EXPRESS

6' Cyclone Fence 3 Strand Barb Lies 1' N. of Prop. Line
N 63°-27'-52" E. Property Line

T/R Prop. Main Track
Elev. 157.89

148+48.56 Expwy
24+10.88 D.T.R.R. (Curve)

Prop. 10' R.R. Service Rd. (By Others)

Prop. 18" Culvert

93' R.R. R.O.W. Exist.

Prop. Main Line Track (D.T.R.R.)
El. 155.17 *

El. 155.10 *
El. 155.22 *

Prop. 12°40' Curve Interchange Track

T/R Prop. Interchange Track
Elev. 157.29 @ Sta. 24+75

℄ Prop. Interchange Track Relocation

Exist. Interchange Track

148+49.09 Expwy
24+07.59 D.T.R.R.

N 36°-40'-15" W

S 1 on 2 (Typ.)

CITY OF DETROIT SIGN SHOP

86'
60'

145

50+00.11 DEQUINDRE = 33 + 64.24 D.T.R.R. (℄ R.O.W.)

N 63°-14'-26" E

57 + 95.25 DEQUINDRE = 36 + 92 D.T.R.R.

58+65 DEQUINDRE = 37+45.81 MCNICHOLS

Exist. 66' R.O.W.

N 01°-49'-15" W

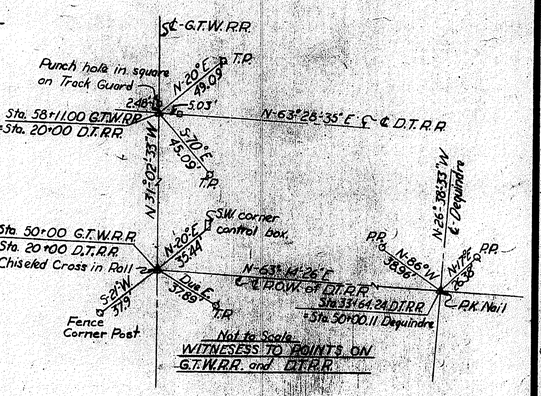
℄ DEQUINDRE

N 26°-38'-33" W

65°-17'-07"

I-75 CURVE DATA:

Δ = 5° 35' 27" Rt.
D = 0° 30'
R = 11,459.16'
T = 559.53'
L = 1,118.17
P.C. = 145 + 79.78
P.I. = 151 + 39.31
P.T. = 156 + 97.95
Superelev. (none)



SITUATION PLAN

SCALE : 1" = 100'

REVISIONS

NO.	DESCRIPTION	DATE	BY

MICHIGAN STATE HIGHWAY DEPARTMENT

I-75 CROSSING OVER THE DETROIT TERMINAL R.R. IN THE CITY OF DETROIT

GENERAL PLAN OF PROJECT

Exhibit F Sheet 1

APPROVED: _____ ASST. BUREAU SUPERVISING ENGINEER

APPROVED: _____ DESIGN SUPERVISING ENGINEER

DESIGNED BY	Fisher	6-26-64
DRAWN BY	A.R.H.	11-27-63
TRACED BY	A.R.H.	6-22-64
CHECKED BY	CAF	6-26
SHEET		OF

X08 OF 82252G

N

Curve Data
Ramp
Δ = 7°15'37"
D = 2°30'
R = 2291.83'
T = 145.40'
L = 290.41'
E = 4.61'

Curve Data
Ramp
Δ = 11° 00'
D = 2°30'
R = 2291.83'
T = 220.68'
L = 440.00
E = 10.60

Expwy.
Curve Data
Δ = 5° 35' 27" Rt.
D = 0° 30'
R = 11459.16'
T = 559.53'
L = 1118.17'
E = 13.65'
P.C. = 145+79.78
P.I. = 151+39.31
P.T. = 156+97.95
No Super
Curve Data
Ramp

Curve Data
Ramp
Δ = 38.20°
D = 2°00'
R = 2864.79'
T = 123.08'
L = 250.00'
E = 2.73'

Curve Data
Ramp
Δ = 7°44'23"
D = 2°00'
R = 2864.79'
T = 193.99'
L = 386.95'
E = 6.52'

Expwy.
Curve Data
Δ = 5° 27' 27" Lt.
D = 0° 30'
R = 11,459.16'
T = 545.87'
L = 1092.69'
E = 13.04'
P.C. = 130+67.58
P.I. = 135+51.85
P.T. = 141+00.41
NO SUPER

DEQUINDRE
ORLEANS
MODERN
CITY OF DETROIT SIGN SHOP
CITY OF DETROIT
CITY OF HIGHLAND PARK
BRAUN LUMBER COMPANY
Braun Lumber Co. Property
DETROIT TERMINAL R.R.
GREAT LAKES EXPR. SS
GRAND TRUNK R.R.
Exist. 23' R.O.W.
℄ Prop. Main Track
℄ Prop. Interchange Track Relocation
Prop. 18" Culvert
Prop. Limited Access R.O.W.
Prop. 10' R.R. Service Rd. (By Others)
Prop. Limited Access R.O.W. to be fenced by Owner
Exist. R.O.W.
Interchange Track
Const. ℄ I-75
OFF RAMP
ON RAMP
Hwy Excess Property
Pt. of Min. Und'cl.
1 on 2 (Typ)
1 on 2
12°40' Curve
3° Curve
Abut. A
Abut. B
Pier 1
Pier 2
Pier 3
℄ Prop. Main Track
℄ Prop. Interchange Track
Prop. T/R. Elev. 157.89
30' Prop. R.O.W.
52'-3" 60'-10" 60'-9" 46'-6" (Along Const. ℄ I-75)
Sta. 150+50.00
Elev 156.12
Sta. 145+18.00
Elev 183.99
300' V.C.
400' V.C.
100' V.C.
200' V.C.
+0.40%
+1.50%
-1.16%
-2.32%
+4.00% ON RAMP
-4.00% OFF RAMP
EL. 162.27
EL. 183.03
Elev. 140.00
165
160
155
Scale — Horizontal 1"=100' 150
Vertical = 1"=10'
Return to Joe Thompson

NO.	DESCRIPTION	DATE	BY

MICHIGAN STATE HIGHWAY DEPARTMENT

GENERAL PLAN OF PROJECT

Exhibit F-Sheet 2

APPROVED _____ ASST. BUREAU SUPERVISING ENGINEER

APPROVED _____ DESIGN SUPERVISING ENGINEER

DRAWN BY	Fisher	5-27-65
TRACED BY		
CHECKED BY	Edwards	5-27-65
APPROVED BY	C.A.F.	4-21-66
SHEET	OF	

X08 of 822526

2 Tel. 16 Sig. 2 Tel.
2 110V
POLES 333 334 334A 335 336
FACING WEST

2 Tel. 25 Sig. 2 Tel.
POLES 326 327 328 329 331 332

2 Tel. 6 Sig. 2 Tel.
POLES 324 325

2 Tel. 6 Sig. 2 Tel.
2 110V
POLES 315 316 317 318 319 320 321 322 323

* Pavement Replacement 47.0 Sq. Yds (Preparation of sub-base necessary to establish grade to match existing pavement is incidental to Pavement Replacement)
Proposed Pavement Replacement:
9" Concrete Base Course
Bit. Conc. Leveling Course @ 120#/Sq. Yd.
Bit. Conc. Wearing Course @ 80#/Sq. Yd.
Bit. Prime Coat @ .15 gal/sq. yd.
Bit. Bond Coat AE2 @ 0.05 gal/sq. yd.

TO CLEVELAND

PALMER COAL Company RAMP

ON RAMP

OFF RAMP

1938 532 TRACK TO BE REMOVED

TRACK SCALE

PROPOSED NO 11 TURNOUT

INSTALL 482'

REMOVE 359.0' PRESENT MAIN TRACK

OAKLAND AVE

PC Sta 5+77.45 Pole 334

PROPOSED MAIN TRACK 3

PC 14+62

15+00

CITY OF HIGHLAND PARK

CITY OF DETROIT

1-00

PROPOSED I-75 FREEWAY

24+10 PC 20+23.39

25+00

PT 27+08.81

TO Detroit

INTERCHANGE TRACK 7 N 8° E 33

PRESENT LOCATION OF INTERCHANGE TRACK

PROPOSED 3' DRAINAGE DITCH

RELOCATE POLE WITH CELL TEL.

PROPOSED LOCATION OF INTERCHANGE TRACK

Quantities

* Earth Excavation	____ Cu. Yds.
Porous Material-Grade A (Comp. in Place) Sub-ballast	____ Cu. Yds
12" Sewer (Conc.) C-76 Class V 6.0 ft. deep or less	____ Lin. Ft.
12" Sewer Taps	2 Each
Catch Basins 6E (6.0 ft. deep or less)	____ Each
Pavement Replacement	____ Sq. Yds.
Patching Pavement with Bit. Material	____ Sq. Yds.
Concrete Curb	____ Lin. Ft.

* Earth Excav. 9.0 Cu. Yds.
Prop. 12" Sewer-Class V. 30.0 Lin. Ft. To be installed by open trench method. Contractor must notify Railroad prior to starting work. (Reinforcing of track, if necessary during construction period, is not part of this contract)

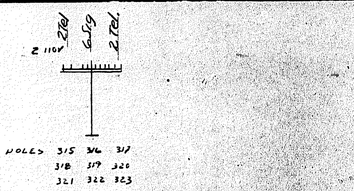
Existing Catch Basin to be reconstructed by Detroit Terminal Railroad Co. prior to the execution of this contract to accommodate the proposed 12" Sewer (Not part of this contract)

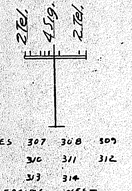
DEQUINDRE

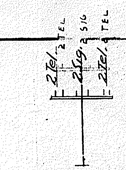
PROJECT APPROACH 3/16

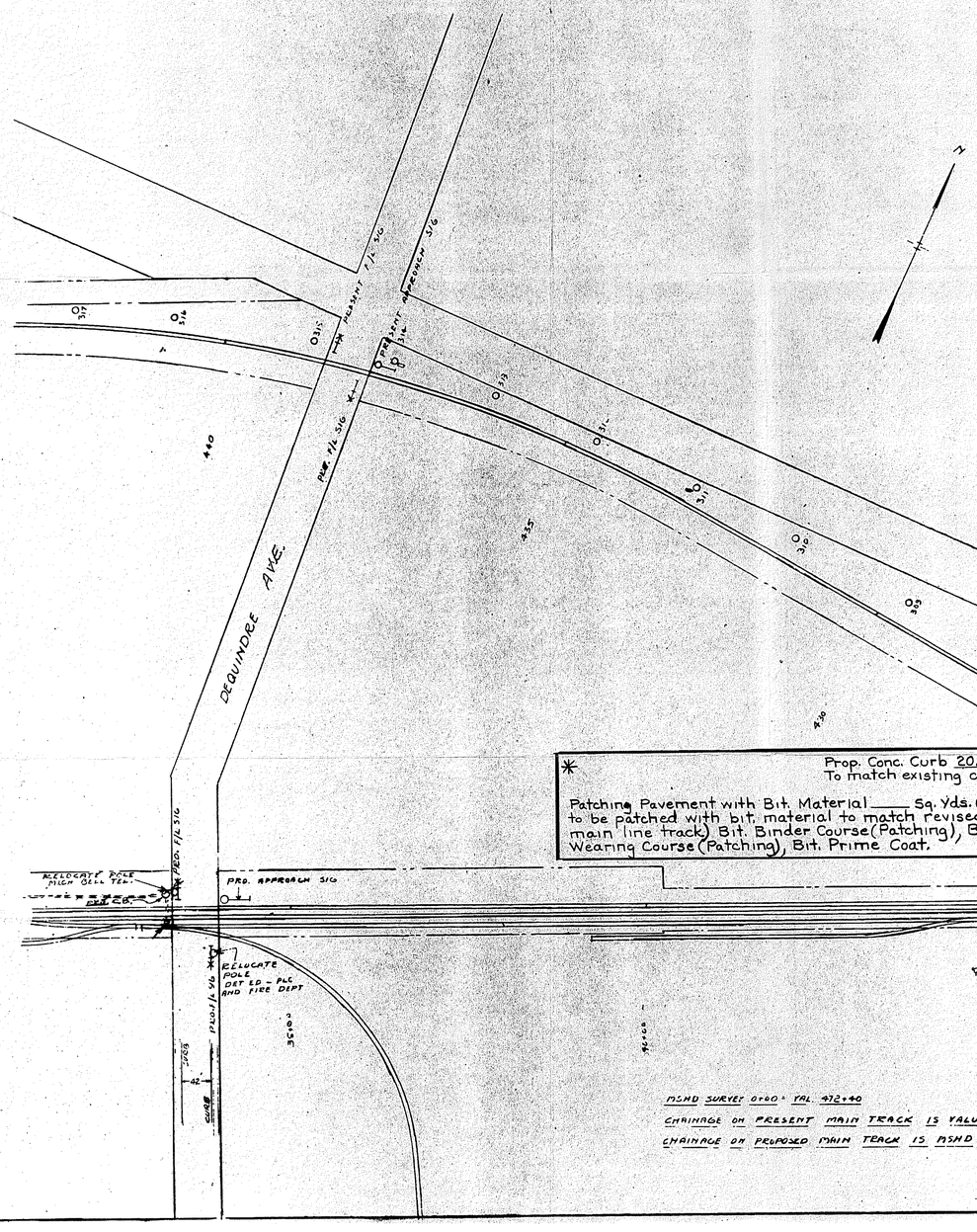
PROJECT APPROACH 3/16

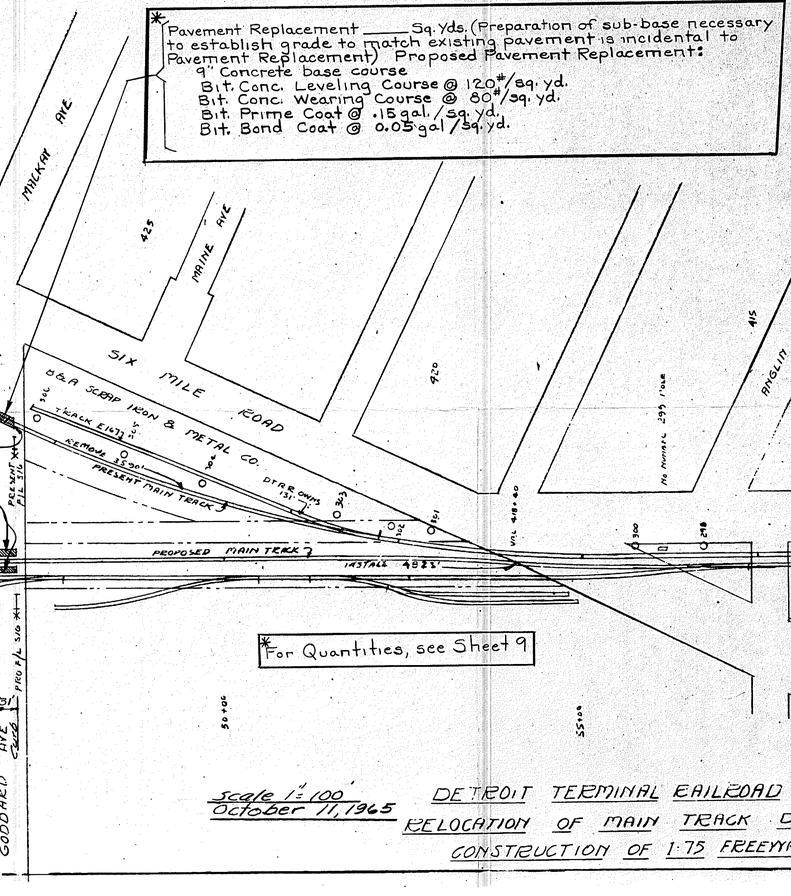
PROJECT APPROACH 3/16











* Pavement Replacement _____ Sq. Yds. (Preparation of sub-base necessary to establish grade to match existing pavement is incidental to Pavement Replacement) Proposed Pavement Replacement:
9" Concrete base course
Bit. Conc. Leveling Course @ 120#/sq. yd.
Bit. Conc. Wearing Course @ 80#/sq. yd.
Bit. Prime Coat @ .15 gal./sq. yd.
Bit. Bond Coat @ 0.05 gal/sq. yd.

* Prop. Conc. Curb 20.0 Lin. Ft. To match existing curb

Patching Pavement with Bit. Material _____ Sq. Yds. (Pavement to be patched with bit. material to match revised grade on main line track) Bit. Binder Course (Patching), Bit. Conc. Wearing Course (Patching), Bit. Prime Coat.

* For Quantities, see Sheet 9

* Items enclosed by heavy lines are part of this contract.

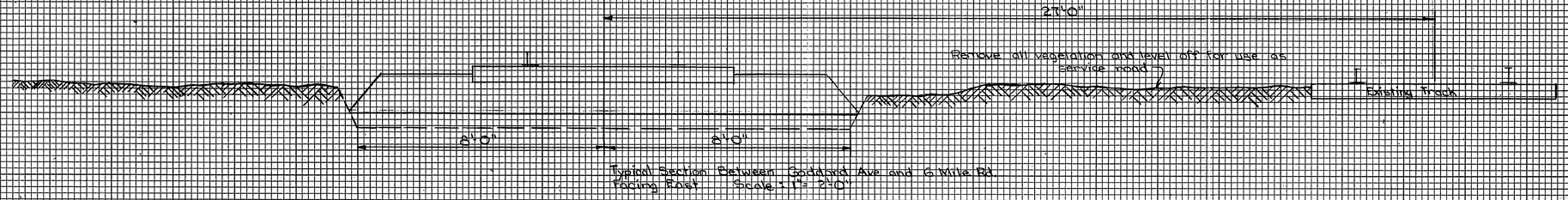
Scale 1" = 100'
October 11, 1965

DETROIT TERMINAL RAILROAD CO
RELOCATION OF MAIN TRACK DUE TO CONSTRUCTION OF I-75 FREEWAY

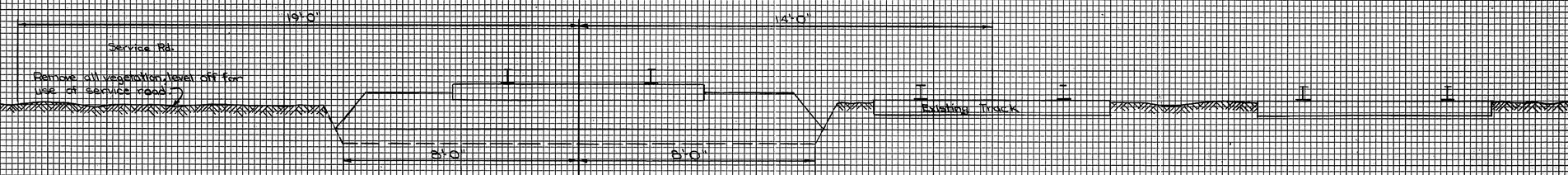
GENERAL PLAN of PROJECT MISCELLANEOUS ITEMS

Exhibit F - Sheet 4

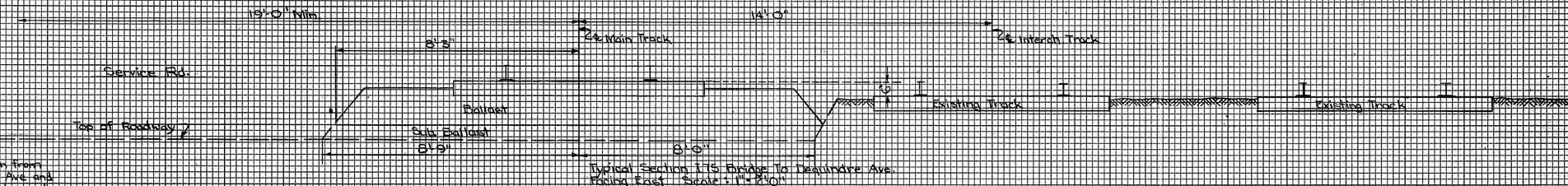
FINAL SURVEY
SURVEYED
PLOTTED
TEMPLATE
AREAS
AREAS CHECKED
NOTE BOOK
NO.
BY
DATE



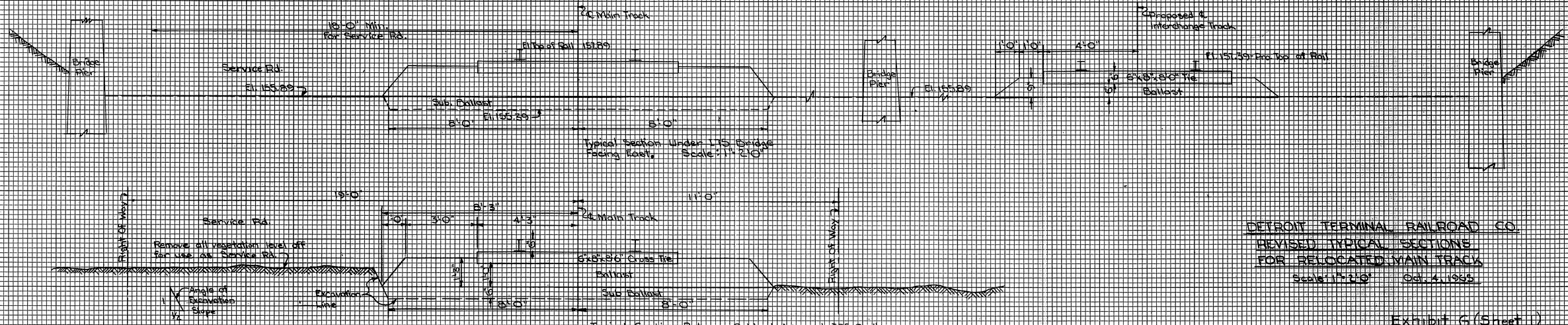
Typical Section Between Goddard Ave and 6 Mile Rd.
Facing East Scale: 1"= 2'-0"



Typical Section Between Deguindre and Goddard
Facing East Scale: 1"= 2'-0"



Typical Section I-75 Bridge To Deguindre Ave.
Facing East Scale: 1"=2'-0"



Typical Section Between Oakland Ave and I-75 Bridge
Facing East Scale: 1"=2'-0"

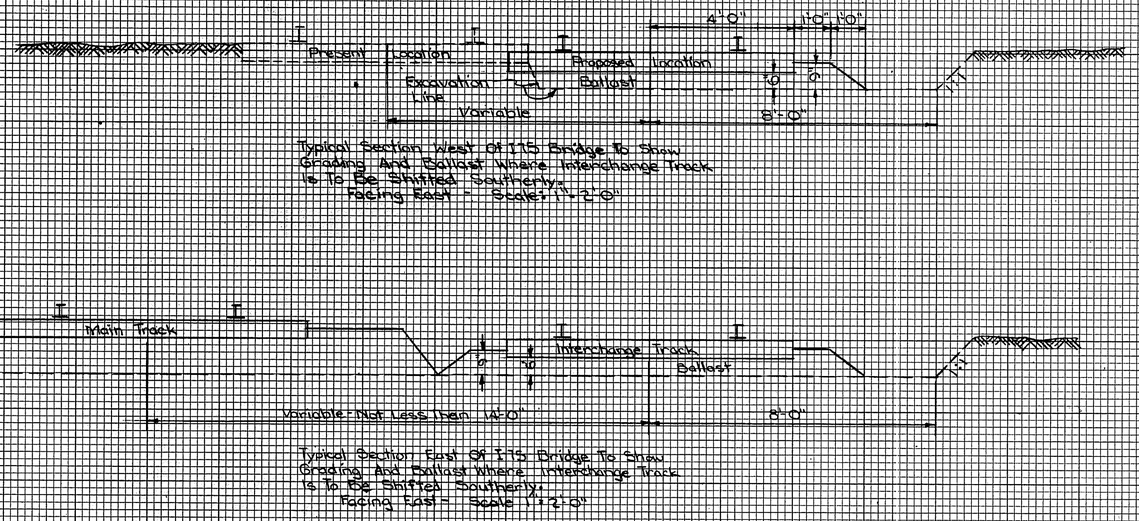
DETROIT TERMINAL RAILROAD CO.
REVISED TYPICAL SECTIONS FOR RELOCATED MAIN TRACK

Scale: 1"=2'-0" Oct. 4, 1955

Exhibit G (Sheet 1)

R.Moran – 3-14-66
CAE 3-16-66

ORIGINAL SURVEY
SURVEYED
PLOTTED
TEMPLATE
AREAS
AREAS CHECKED
NOTE BOOK
NO.
BY
DATE



Typical Section West Of I-15 Bridge To Show Grading And Ballast Where Interchange Track Is To Be Shifted Southerly. Facing East - Scale: 1"=2'-0"

Typical Section East Of I-15 Bridge To Show Grading And Ballast Where Interchange Track Is To Be Shifted Southerly. Facing East - Scale: 1"=2'-0"

ORIGINAL SURVEY		BY	DATE
	SURVEYED		
	PLOTTED		
	NOTE BOOK		
	NO.		
	AREAS		
	AREAS CHECKED		

FINAL SURVEY		BY	DATE
	SURVEYED		
	PLOTTED		
	NOTE BOOK		
	NO.		
	AREAS		
	AREAS CHECKED		

DETROIT TERMINAL RAILROAD CO.

TYPICAL SECTIONS FOR

RELOCATED INTERCHANGE TRACK.

Exhibit 6 (Sheet 2)

RMavon 3/14/66

CAF 3-16-66