

hereby authorized and directed to issue a permit to said Davis Coal & Coke Co. to connect said private property with said Railroad in the manner above mentioned:

Provided, That said work of constructing said side track or spur track shall be performed under the supervision and inspection of the Department of Public Works at the cost of said company and in accordance with plans submitted to and approved by said Department; and further

Provided, That no rights in the public streets shall be considered waived by said city by the granting of this permission, which is granted and accepted expressly on the conditions that said side track or spur track and all obstructions in connection therewith shall be removed at any time when so directed by the Common Council; and further

Provided, That said permit issued by the Department of Public Works is granted with the distinct understanding that in the event of the Charter being amended in such manner as will provide for the levying of a fee to be hereafter determined upon, for the occupancy of public property, that the grantee herein will pay said fee provided for in said act, and that said grantee does hereby bind himself thereunto and accepts said permit on the conditions hereby imposed; and further

Provided, That this grant shall not become operative until there shall be reported to this body by the Commissioner of Public Works the fact that the above named grantee has fully complied with Section 2 of said Chapter 310; and further

Provided, That this grant shall be terminated and without force or effect if said report from said Commissioner of Public Works be not made to this Body within thirty days from the approval hereof; and further

Provided, That this grant is made upon the further express condition that the grantee herein within fifteen days from the filing of said report contemplated to be made by the Commissioner of Public Works, shall file with the City Clerk an agreement to plank, or pave, as directed by the Commissioner of Public Works, the roadway between the rails of said side track or spur track, and for a distance of eighteen inches outside thereof and to at all times during the life of this grant, repair, pave, re-pave or resurface the roadway between the rails of said side track or spur track and for a distance of eighteen inches outside thereof whenever so directed by said Commissioner of Public Works; which agreement shall be further conditioned that the said grantee shall indemnify and save harmless the City of Detroit from any and all damages growing out of the defective condition of so much of said roadway as it is obligated hereunder to maintain and that the failure of the Commissioner of Public Works to give to said grantee notice of such defective condition shall in no event operate to defeat the right of the City of Detroit to be indemnified and saved harmless from any and all such damages, and which agreement shall contain a stipulation that the privilege hereby granted shall be automatically terminated by any change of grade which may effect the relevant physical situation obtaining at the date hereof; the City Clerk shall not accept this

agreement unless it is accompanied by or has in it incorporated a good and sufficient bond in the sum of \$5,000, guaranteeing to the City of Detroit the performance by the grantee herein of the conditions herein imposed, and shall also contain a waiver of all grade separation damages that may be suffered by said grantee in connection with said side track or spur track herein granted

Adopted as follows:

Yeas—Councilmen: Bielman, Bradley, Castator, Kronk, Littlefield, Nagel, Simons, Vernor, and the President.—9.
Nays—None.

By Councilman Nagel:

Resolved, That the Public Lighting Commission be and is hereby authorized and directed to include in the budget of appropriations for 1920-21 an amount sufficient to cover the cost of extending the lighting system now existing and maintained on Grand River avenue to West Grand boulevard from said West Grand boulevard to Joy Road.

Adopted.

By Councilman Nagel:

Resolved, That permission be granted to St. Theresa Parish to string a banner across Quincy avenue at the intersection of Grand River avenue from November 7th to November 19th.

Adopted.

By Councilman Nagel:

Whereas, a petition has been filed with this body by the owners of the property known and described as Lots Fifty-five (55), Fifty-six (56), Fifty-three (53), the southwesterly Forty (40) feet of Lot Fifty-four (54), the easterly Twenty (20) feet of Lot Fifty-four (54) and the westerly twenty-three (23) feet of Lot One (1) of Block Seven (7) of the Governor and Judge's plan, City of Detroit, praying for the vacation of a certain alley lying between Lots Fifty-five on the north and Lot Fifty-three (53), and the west Forty (40) feet of Lot Fifty-four (54) on the south to be vacated and the land so vacated returned to the respective property owners owning property adjacent to said alley, which petition is joined in by the Crowley-Milner & Company, a Michigan corporation, the lessee of the various owners of the property above described, and

Whereas, it appears to this body that said Crowley, Milner & Company contemplate the erection of a modern type of mercantile building to be not less than ten stories in height, uniform in style and architecture, on the premises above described, at a cost of several hundred thousand dollars, but in order to carry out said plan it will be necessary that the alley above described be vacated and the land so vacated returned to the respective property owners owning property adjacent to said alley, and it appearing to this body after a public hearing on said petition that no public inconvenience will result from a vacation of said alley for the purpose aforesaid.

Therefore Be It Resolved, That a certain strip of land or alley lying between Lots Fifty-five (55) on the northwest and Lot Fifty-three (53) and the southwesterly Forty (40) feet of Lot Fifty-four (54) on the south of Block Seven (7) of the Governor and Judge's plan, more particularly described as follows:

Beginning at the Southerly corner of Lot 55 of the above described block, from which corner the centre line of Library Avenue bears south 30 degrees West—30 feet distant and the center line of Gratiot Avenue bears North 60 degrees West—130 feet distant, thence North 30 degrees East—100 feet distant to the easterly corner of Lot 55, thence South 60 degrees East 20 feet distant to a point, thence south 30 degrees West—100 feet distant to the westerly corner of Lot 53, thence North 60 degrees West 20 feet distant to the place of beginning. Containing 1,000 square feet of land.

be and the same is hereby vacated for the purposes aforesaid, and the land so vacated returned to the respective property owners owning property adjacent to said alley according to their respective rights and the provisions hereinafter set forth.

Provided, that this vacation is upon the condition that during the time said alley is vacated, occupied and used as aforesaid said Crowley, Milner & Company will provide for such use as a turn-out for the alley set forth in the attached plan or sketch, said alley dividing Lots Fifty-five (55) and Fifty-six (56) from Lots Three (3) and Four (4) and running from Gratiot Avenue between Library Avenue and Broadway.

A. That certain parcel of land marked "B" in the attached plan, and described as:

That certain parcel of land in the block bounded by Monroe, Randolph, Broadway, Gratiot and Library Avenues, Governor and Judge's plan, City of Detroit, Wayne County, Michigan. Beginning at the Southwesterly corner of the Northerly 40 feet of lot 3 of the above described block from which corner the center line of Gratiot Avenue bears North 60 degrees West, 130 feet distant and the center line of Broadway Avenue bears North 30 degrees East, 160 feet distant, thence North 30 degrees East along the Southerly line of Lot 3,—20 feet distant to a point, thence south 60 degrees east 20 feet distant to the Northwesterly corner of Lot 2, thence South 75 degrees West 28.28 feet distant to the place of beginning. Containing 200,000 square feet of land. According to the attached plat and marked "B" made a part hereof.

B. Also either of the following described parcels of land, the selection to be at the discretion of said Crowley, Milner & Company, to-wit;

1. That certain parcel of land in the block, bounded by Monroe, Randolph, Broadway, Gratiot and Library Avenues, Governor and Judge's plan, City of Detroit, Wayne County, Michigan. Beginning at the Northerly corner of the Westerly 40 feet of Lot 54 of the above described block from which corner the center line of Library Avenue bears South 30 degrees West 130 feet, distant and the center line of Gratiot Avenue bears North 60 degrees West 150 feet distant, thence North 67 degrees 28 minutes East—25.20 feet distant to a point, thence South 30 degrees West 20 feet distant to a point, thence North 60 degrees West—15.33 feet distant to the place of beginning. Containing 153,300 square feet of land. According to the attached plat and marked "A" made a part hereof.

2. That certain parcel of land in the block bounded by Monroe, Randolph, Broadway, Gratiot and Library Ave-

nues, Governor and Judge's plan, City of Detroit, Wayne County, Michigan. Beginning at the Northwesterly corner of Lot 2 of the above described Block from which corner the center line of Gratiot Avenue bears North 60 degrees West 150 feet distant and the center line of Broadway Avenue bears North 30 degrees East—140 feet distant, thence North 60 degrees West—20 feet distant to a point on the Southerly line of Lot 3, thence North 30 degrees East along the Southerly line of Lot 3, 20.23 feet distant to a point, thence South 60 degrees East—20 feet distant to a point on the Northerly line of Lot 2, thence South 30 degrees West—20.23 feet distant to the place of beginning. Containing 404,600 square feet of land. According to the attached plat and marked "C" made a part hereof.

Provided, This action is upon the further condition that said Crowley, Milner & Company assumes and by its acceptance of this resolution agrees to pay any and all costs, damages or expenses, if any, of any kind whatsoever which may be suffered by the City of Detroit, or which it may be put to, or which may accrue against it by charging to or recovering from said City from or by reason of the vacation of said alley, or from or by reason of any acts or things done under or by authority or permission herein granted.

Provided, Further, That this action is upon the understanding that at a period of Fifty (50) years from this date and any extension of leases held or to be held by Crowley, Milner & Company upon lots adjacent to said alley, that the Common Council may, by resolution, require the buildings and structures on said alley removed and said alley restored to its present condition and use without expense to the City of Detroit.

Adopted as follows:

Yeas—Councilmen Bielman, Bradley, Castator, Kronk, Littlefield, Nagel, Simons, Vernor and the President.—9.

Nays—None.

By Councilman Vernor:

Whereas, this body, the Common Council of the City of Detroit, did at a session of August 26, 1919, direct the controller to advertise for sealed proposals to be received to 11:00 a. m. of September 23, 1919, for the purchase of \$500,000 Public Utility Bonds of the City of Detroit, \$1,615,000 Public Sewer Bonds of said City and \$546,000 General Public Improvement Bonds of said City, and did, with other things, direct the Controller to announce in the advertising for said proposals "that said bonds will be issued in coupon form or in registered form and if issued in coupon form will be exchanged for bonds in registered form at any time upon application of the owner (Journal 1330,1331).

And, whereas, the controller did so advertise and did report the proposals received and this body did at its session of September 25, 1919, accept proposals for \$100,000 Public Sewer Bonds, \$546,000 General Public Improvement Bonds, and \$500,000 Public Utility Bonds, and did reject proposals received for \$1,515,000 Public Sewer Bonds, and at said session of September 25, 1919, did by resolution direct the delivery of said \$100,000 Public Sewer Bonds, \$546,000 General Public Improvement Bonds, and \$500,000 Pub-