



Michigan Bell Telephone Company

29350 Southfield Road
Southfield, Michigan 48075
Telephone (313) 357-4077

C.T. HALL
Staff Supervisor

December 11, 1969

Detroit Edison Company
Properties & Rights of Way Department
2000 Second Avenue
Detroit, Michigan 48226

Gentlemen:

Please refer to a license dated July 31, 1951, between the Chesapeake & Ohio Railroad Company, the Detroit Edison Company, and the Michigan Bell Telephone Company covering our aerial plant on your poles crossing Chesapeake & Ohio tracks North of Seven Mile, East of Northville Road in Northville, Michigan.

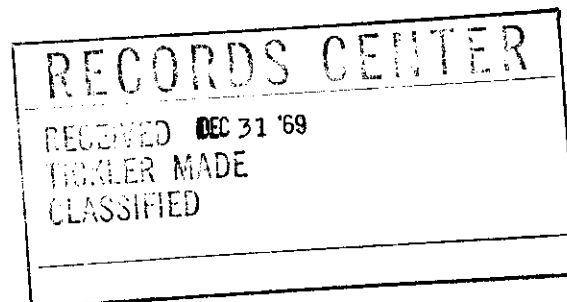
Our cable has been removed and the license terminated effective August 4, 1969. We, therefore, are notifying you of such, as per attached letter.

Yours very truly,

Carl T. Hall
Staff Supervisor-Right of Way

GTH/cm

Att.



RECORDED RIGHT OF WAY NO. 14023

THIS AGREEMENT made this 31st day of July, A. D. 1951, by and among THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, hereinafter called First Party, THE DETROIT EDISON COMPANY, a New York corporation, hereinafter called Second Party, and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, hereinafter called Third Party.

W I T N E S S E T H:

WHEREAS, First Party and Second Party entered into an agreement bearing date the 13th day of February, A. D. 1951, whereby First Party granted to Second Party the right, license, and permission to construct and maintain transmission lines on, over, and across First Party's Pere Marquette District, Saginaw Division right of way, some of which lines will overhang on First Party's right of way in Northville Township, Wayne County, Michigan, in the locations shown in solid red and solid green lines on First Party's Drawing No. A-5-D-T79-5A, revised date 11-27-50, thereto attached and made a part thereof, and

WHEREAS, Second Party and Third Party have requested First Party to grant to Second Party the right to permit Third Party to attach a telephone cable and wires to the poles of Second Party hereinafter described and shown on First Party's Drawing No. A-5-D-T79-5A, revised date 4-3-51, hereto attached and made a part hereof, and

WHEREAS, First Party is willing to grant such right, license, and permission upon the following terms and conditions, and subject to the following limitations, and not otherwise.

NOW, THEREFORE, it is agreed by and among the parties hereto as follows:

1. First Party grants to Second Party, at the request of Second Party and Third Party, insofar as First Party may lawfully do so, the right to permit Third Party to attach a 26 pair cable twenty-seven (27) feet nine (9) inches above the top of rails at the main line crossing at Station 11417 plus 78 between points A and F, five (5) pairs of wires between points D and L, that portion between H and L being an overhang on the right of way of First Party, and three pairs of wires which will overhang the right of way of First Party between points L and M, all as shown on said attached drawing. Third Party shall at its own cost and expense make all necessary installations and thereafter maintain the same at its own cost and expense and in a manner satisfactory to First Party and Second Party.
2. Third Party shall obtain any necessary consent and authority from the Michigan Public Service Commission for the installation, operation, and maintenance of said cable and wires to be attached to the poles of Second Party, as aforesaid, and shall at all times observe all requirements of public authority governing or respecting the same.
3. Third Party shall at all times hereafter assume all liability, if any, for loss, damage, or injury to persons or property, including the property of First Party, Second Party, Third Party, and all other persons and parties, and injury to all persons whether or not they are employees of the parties hereto or are other persons or parties, caused either in whole or in part by, or arising out of, or resulting in any manner from, the installation, maintenance, existence, use, renewal, or removal of the cable and wires covered by this agreement, whether caused by the engines, cars, or trains of First Party, or otherwise, and Third Party will protect, indemnify, and save harmless First Party, its lessees, successors, and assigns, from and against such liability

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4. Third Party shall pay to First Party the sum of Twenty-five Dollars (\$25.00) on the execution of this agreement toward the cost of preparing the same.

5. This agreement shall be supplemental to said agreement between First Party and Second Party dated February 13, 1951. This agreement shall continue in force and effect until terminated by ninety (90) days' notice in writing from any party to both of the other parties of an intention to terminate the same. Upon the giving of such notice, Third Party agrees to remove at its own cost and expense its cable and wires from the poles of Second Party located on the property of First Party, and to restore and leave the poles of Second Party and the property of First Party in as good condition as before the installation by Third Party of said cable and wires. In the event Third Party shall fail to do so before the expiration of ninety (90) days after such notice of termination by any party has been given to the other parties, then First Party may perform the work of removal and restoration at the expense of Third Party, and Third Party shall repay to First Party all such expense within thirty (30) days after bill for same has been presented to Third Party; provided, however, that in the event of the failure of Third Party to repay to First Party all such expense within thirty (30) days after bill for same has been presented to the Third Party, Second Party agrees to assume and repay such expense within thirty (30) days after bill for same has been presented to Second Party by First Party.

6. This agreement shall inure to the benefit of and be binding upon the lessees, successors, and assigns of the parties hereto; but any assignment by either Second Party or Third Party of its rights, respectively, under this agreement shall be void unless made with the prior written consent of First Party.

IN WITNESS WHEREOF the parties hereto have executed this agreement in triplicate the day and year first above written.

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By *J. J. [Signature]*
Its Vice President and General Manager

THE DETROIT EDISON COMPANY

By *Richard H. [Signature]*
Its Right of Way Agent

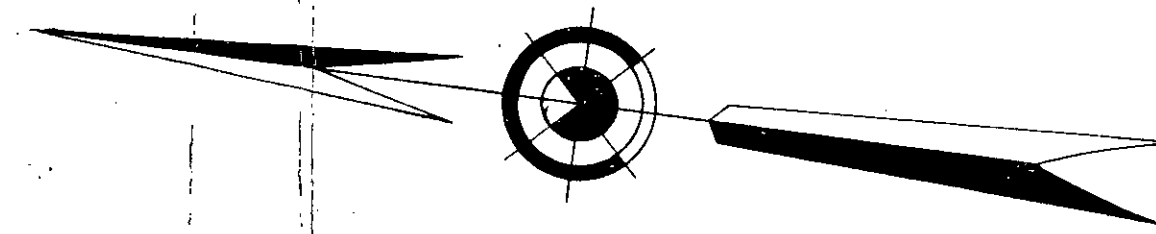
MICHIGAN BELL TELEPHONE COMPANY

By *[Signature]*
Its GENERAL PLANT MANAGER

*ESH
HMM*

RED

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WAYNE CO.
NORTHVILLE TP.
T.1S. R.8E.

C.R. ELY PROPERTY

NORTHVILLE WASTE
MATERIAL CO.
I. HARRIS

WE. FORNEY

The Chesapeake & Ohio Ry. Co.
PERE MARQUETTE DIST.
OFFICE OF DIVISION ENGINEER, SAGINAW, MICH.

NORTHVILLE
AGREEMENT WITH DETROIT EDISON
COMPANY & MICHIGAN BELL
TELEPHONE COMPANY 4-3-51

SAGINAW DIVISION SUB. DIV. NO. 4
SCALE 1" = 50'
DATE 8-2-48
DRAWN BY HES.
CHECKED BY

VAL. SEC. 1-B
DRAWING NO. A-5-D-779-5A

LEGEND
PRESENT FACILITIES
NEW FACILITIES
FACILITIES RELOCATED FROM
FACILITIES RELOCATED TO

NOTE:
26 PAIR CABLE FROM "A" TO "F"
5 PAIR OF WIRES FROM "D" TO "L"
3 PAIR OF WIRES FROM "L" TO "M"

LEGEND:
RED TEL. LINE ON C&O PROP.
GREEN TEL. LINE OFF C&O PROP BUT
WIRES OVERHANGING.

