

This Agreement, Made and entered into this FIRST day of JUNE A. D. 19 25, by and between THE DETROIT TERMINAL RAILROAD COMPANY,

hereinafter called the First Party, and **THE DETROIT EDISON COMPANY**

hereinafter called the Second Party;

Witnesseth. THAT, WHEREAS, the Second Party desires permission to place, maintain and use a

line of forty foot poles
14 poles in number

across the right of way of First Party and ~~underneath its tracks~~ at the location hereinafter described;

WHEREAS, the First Party is willing to grant such permission upon the terms and conditions herein contained;

Now, Therefore, In consideration of the premises, and the mutual covenants, promises and agreements herein made, it is agreed as follows:

FIRST: First Party will permit Second Party, upon the terms and conditions hereinafter set forth, and not otherwise, to place, maintain and use said line of poles along and across the right of way of First Party, and ~~underneath its tracks~~

on the north line of Detroit Terminal property between Woodward Avenue and Third Street, City of Highland Park, as shown on the attached blue print.

→ (THIS AGREEMENT TO SUPERCEDE AND TAKE THE PLACE OF AGREEMENT # 88 DATED FEBRUARY FIRST, 1921)

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RIGHT OF WAY NO. 5696

said pole line being particularly shown by the red line on plan, hereto attached and hereby made a part hereof.

SECOND: Said pole line shall be ~~constructed~~ renewed and repaired by Second Party at its sole cost and expense, and shall be placed at a depth of not less ~~than~~ feet below the base of the rails of First Party's tracks, but shall not be placed in ~~any~~ any ~~underneath its tracks~~ and shall be provided with such appliances for safety as are usual and proper in such cases.

THIRD: All work herein contemplated to be done by Second Party shall be done, and said pole line maintained in perfect condition and repair, to the entire satisfaction of the Chief Engineer of First Party, and ~~Second Party will~~ Second Party will ~~be~~ be ~~responsible~~ responsible ~~for~~ for ~~the~~ the ~~cost~~ cost ~~of~~ of ~~maintaining~~ maintaining ~~and~~ and ~~repairing~~ repairing ~~and~~ and ~~renewing~~ renewing ~~and~~ and ~~using~~ using ~~of~~ of ~~the~~ the ~~same~~ same ~~on~~ on ~~the~~ the ~~premises~~ premises ~~of~~ of ~~First~~ First ~~Party.~~ Party.

FOURTH: If at any time said First Party shall ~~change its tracks~~ change its tracks which it hereby reserves the right to do, then, in that event, Second Party agrees to lower said ~~poles~~ poles so that ~~they~~ they shall always be maintained not less ~~than~~ than the above required depth below the base of the rails of said tracks.

FIFTH: Second Party hereby agrees to pay to First Party, upon presentation of proper bills, the sum of fourteen and no/100 - - - - - Dollar (\$ 14.00) per annum, beginning on the day of, 1925, and thereafter on the first day of each one (1) year period during the term and continuance of this permit. 1925

FORM 500-4-14

Second Party hereby assumes and will bear and pay all loss, damage or injury to persons or property which may result from, or be claimed to have resulted from, any cause whatsoever in connection with the permit herein given, or arising from the placing, maintaining, repairing, using or removing of said [redacted] and will indemnify and save First Party harmless from all responsibility and liability so assumed by it, the said Second Party, and from all costs and expense arising therefrom, growing out of, or in any manner attributable thereto, whether caused by the negligence of First Party, its agents, employees, or otherwise.

SEVENTH: This permit shall inure to the benefit of, and be binding upon, the successors, heirs and assigns of the parties hereto, and shall continue in force until terminated by either party giving to the other not less than thirty (30) days' written notice; and Second Party hereby agrees that, on or before the termination thereof, it will remove said [redacted] from the premises and right of way of First Party, and restore said right of way and premises to their former condition, and upon default of Second Party so to do, First Party may, at its option, do such work, and Second Party hereby covenants and agrees to pay to First Party the entire cost and expense thereof upon presentation of bills.

In Testimony Whereof, The parties hereto, have caused this permit to be duly executed, in duplicate, on their respective behalf, as of the day and year first above written.

THE DETROIT TERMINAL RAILROAD COMPANY,

By *[Signature]*
Manager.

THE DETROIT EDISON COMPANY

[Signature]
VICE-PRESIDENT

ok. [Signature]

RIGHT OF WAY FILE NO. 2640

PERMIT

FROM
THE DETROIT TERMINAL RAILROAD CO.

TO
FOR
AT

Date:
Expires on 30 days' notice.
Rental:

RIGHT OF WAY FILE No. 5696

R/W 5696

See you agree. R/W 8845



RIGHT OF WAY FILE No. 5696

DETROIT TERMINAL RAILROAD COMPANY

August 24th, 1925

File: 12-D - 3293

Subject: Permit to the D. E. Co. for the installation of two poles near Second Ave. on right of way.

Mr. T. Hinks, Right of Way Agent
The Detroit Edison Company
Detroit, Michigan.

Dear Sir:-

As per yours of the 20th inst., this letter will be your authority for the placing of two poles on this company's right of way on the East side of Second Avenue, these poles to be subject to the terms of existing agreement covering pole line on our right of way in that vicinity.

Very truly yours,
C. E. Merwin (signed)
Chief Engineer.

CEM:RB

The D. E. Co. R/Way File #5696

C O P Y