

THIS AGREEMENT, made as of the 15th day of November , 19 59 , by and between
THE BALTIMORE AND OHIO RAILROAD COMPANY,

first party, hereinafter called "Licensor", and THE LORAIN TELEPHONE COMPANY

second party, hereinafter called "Licensee";

WITNESSETH:

WHEREAS, Licensee has applied to Licensor for license and permission to construct, maintain and use one (1) 909 pair 24 gauge telephone cable, one (1) 51 pair 22 gauge telephone cable, and one (1) 26 pair 22 gauge telephone cable, each on messenger strand, and three (3) guys and anchors

(all of which, including appurtenances and changes herein provided for, are hereinafter referred to as "facilities"), upon, over, under, across or along, as the case may be, the tracks, right-of-way and property owned, controlled or operated by Licensor at between 8th and 11th Streets, south of tracks, V. S. 121.1(S-21b), Lorain, Ohio as indicated in yellow on Licensee's plan(s) numbered marked Exhibit "A" and dated April 28, 1959 , attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the premises, the promises and agreements herein contained and the sum of One Dollar (\$1.00) paid by each to the other, the receipt whereof is respectively acknowledged, the parties hereto agree as follows:

FIRST: Licensor, in so far as it has the power and authority so to do and subject to compliance with the terms and conditions hereinafter contained to be kept and performed by Licensee, hereby permits Licensee to construct, maintain and use said facilities across the tracks, right-of-way and property of Licensor at said location.

Licensee, at its expense, will furnish all materials and, at a time satisfactory to Licensor, construct, maintain, use, change and remove said facilities or any part thereof in accordance with the design and specifications shown on said plan(s) and as in this agreement provided, all in a prudent and workmanlike manner, in conformity with any applicable statutes, orders, rules, regulations and specifications of any public body having jurisdiction thereof, and so as not to interfere with or endanger, in the judgment of Licensor, any property, traffic, operations, maintenance, employes or patrons of Licensor, or of others occupying or using its property at said location.

SECOND: Licensee will give Licensor at least 5 days written notice before doing any work of any character hereunder at said location except that in cases of emergency demanding immediate examination or repairs Licensee may give shorter notice. If, at any time, said facilities, or any part thereof, in the judgment of Licensor, cause any interference or danger referred to in Section FIRST hereof that is emergent, Licensee, upon notice from Licensor, will promptly take remedial action in accordance with such notice, and upon failure so to do Licensor, at Licensee's expense, may take such action. In any non-emergency case of such interference or danger Licensee, within 30 days after receipt of notice from Licensor, will take remedial action in accordance with such notice, and upon failure so to do Licensor, at Licensee's expense, may take such action.

If Licensor deems it advisable during the progress of any work of construction, maintenance, repair, renewal, alteration, or removal of said facilities of Licensee to place watchmen, flagmen, inspectors or supervisors for the protection of the operations of Licensor or property of Licensor or others on Licensor's right-

of-way and property, Licensor shall have the right so to do at the expense of Licensee, but Licensor shall not be liable for the failure so to do or the failure or neglect of such watchmen, flagmen, inspectors or supervisors.

THIRD: During any work of any character hereunder at said location, Licensee, at its expense, will support the tracks and roadbed of Licensor in such manner as shall be necessary in the judgment of Licensor to prevent any interference or danger referred to in Section FIRST hereof, and upon the completion of said work will restore said tracks, roadbed and other property to their original condition, provided that Licensor, at its option and at the expense of Licensee, may do all the work of supporting its tracks and roadbed and of restoring the same.

FOURTH: If Licensor determines that all or any of said facilities, or the location hereof, should be changed or altered, or that they should be entirely removed, Licensee, at its expense and in a manner satisfactory to Licensor shall make such changes, alterations or removal, as the case may be, and restore the premises affected to their original condition within 30 days after, and in accordance with the requirements of written notice from Licensor so to do. If Licensee fails to make such changes, alterations, or removal and restoration of premises as above provided, Licensor may do such work at the expense of Licensee.

If Licensee desires to revise, renew, relocate, or change in any manner whatsoever all or any of said facilities (including any change of voltage or operating pressure), or if Licensee is required to change or alter the same, plans therefor shall be submitted to and approved by Licensor before any such change is made, and the terms and conditions of this agreement shall apply thereto.

FIFTH: Upon cessation of the use as herein contemplated of said facilities, or any part thereof, Licensee will notify Licensor thereof and, unless the parties otherwise then agree, Licensee will remove the same and restore Licensor's affected premises in a manner satisfactory to Licensor. If Licensee fails so to remove and restore within 30 days after receipt of written notice from Licensor so to do, Licensor may do such work at the expense of Licensee.

SIXTH: Upon execution of this agreement Licensee will pay to Licensor for the preparing of this agreement the sum of - - FIFTEEN DOLLARS - - - - - \$ 15.00 -, and also the annual sum of - - ONE HUNDRED NINETY-ONE DOLLARS - - - - - \$ 191.00 - and will pay a like annual sum on each anniversary of this agreement thereafter until terminated. Licensee will pay all taxes assessed upon said facilities, or on account of their existence, and shall indemnify Licensor against the payment thereof.

SEVENTH: If Licensee fails to make the payments provided for herein or shall fail to perform any of the other terms or conditions of this agreement, and shall fail to remedy any such breach in accordance with the requirements of written notice of Licensor so to do, then and in that event Licensor may at its option forthwith terminate the permission herein granted. Upon such termination Licensee, at its expense, will promptly remove such facilities and restore the premises to their original condition, and if Licensee fails so to do, Licensor may do such work at the expense of Licensee.

EIGHTH: Licensee hereby assumes, and releases and agrees to indemnify, protect and save Licensor harmless from and against, (i) 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 (ii) all loss and damage on account of injury to or death of any person whomsoever (including employees and patrons of the parties hereto and all other persons whomsoever), and (iii) all claims and liability for such loss and damage and cost and expenses thereof, caused by or growing out of the operation of this agreement or the presence, construction, maintenance, use, repair, change or relocation and subsequent removal of said facilities, or any part thereof, whether caused by the fault, failure or negligence of Licensor or otherwise.

NINTH: The term "Licensor" as used in Section EIGHTH hereof shall include any company whose tracks, right of way, or other property may be leased or operated by Licensor or any other company at the aforesaid location.

TENTH: Licensor's expense for any work performed by it at the expense of Licensee pursuant to the terms hereof will be paid by Licensee upon receipt of a bill therefor. Such expense shall include, but not be limited to cost of labor and materials, cost of supervision, traveling expenses, Federal Railroad Retirement and Unemployment Taxes, vacation allowances, and freight and handling charges on all material used.

ELEVENTH: All notices and communications concerning this agreement shall be addressed to Licensee at Lorain, Ohio, and to Licensor's Division Superintendent at Wheeling, West Virginia, or at such other address as either party may designate in written notice to the other.

TWELFTH: Any approval given or supervision exercised by Licensor hereunder, or failure of Licensor to object to any work done, material used or method of construction or maintenance of said facilities, shall not be construed as an admission of responsibility by Licensor or as a waiver of any of the obligations of Licensee under this agreement.

THIRTEENTH: Any waiver by either party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of any breach of covenant or other matter subsequently occurring.

FOURTEENTH: This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors or assigns, but no assignment thereof or of any rights or obligations thereunder shall be valid for any purpose without the written consent of Licensor.

FIFTEENTH: It is understood that Licensee has secured necessary permission from Ohio Edison Company to attach certain of its facilities to poles of Ohio Edison Company as indicated on plan made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate as of the day and year first above written.

WITNESSES:

THE BALTIMORE AND OHIO RAILROAD COMPANY,

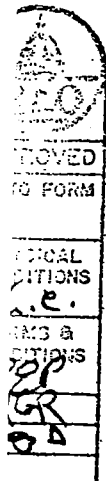
G. J. Hain

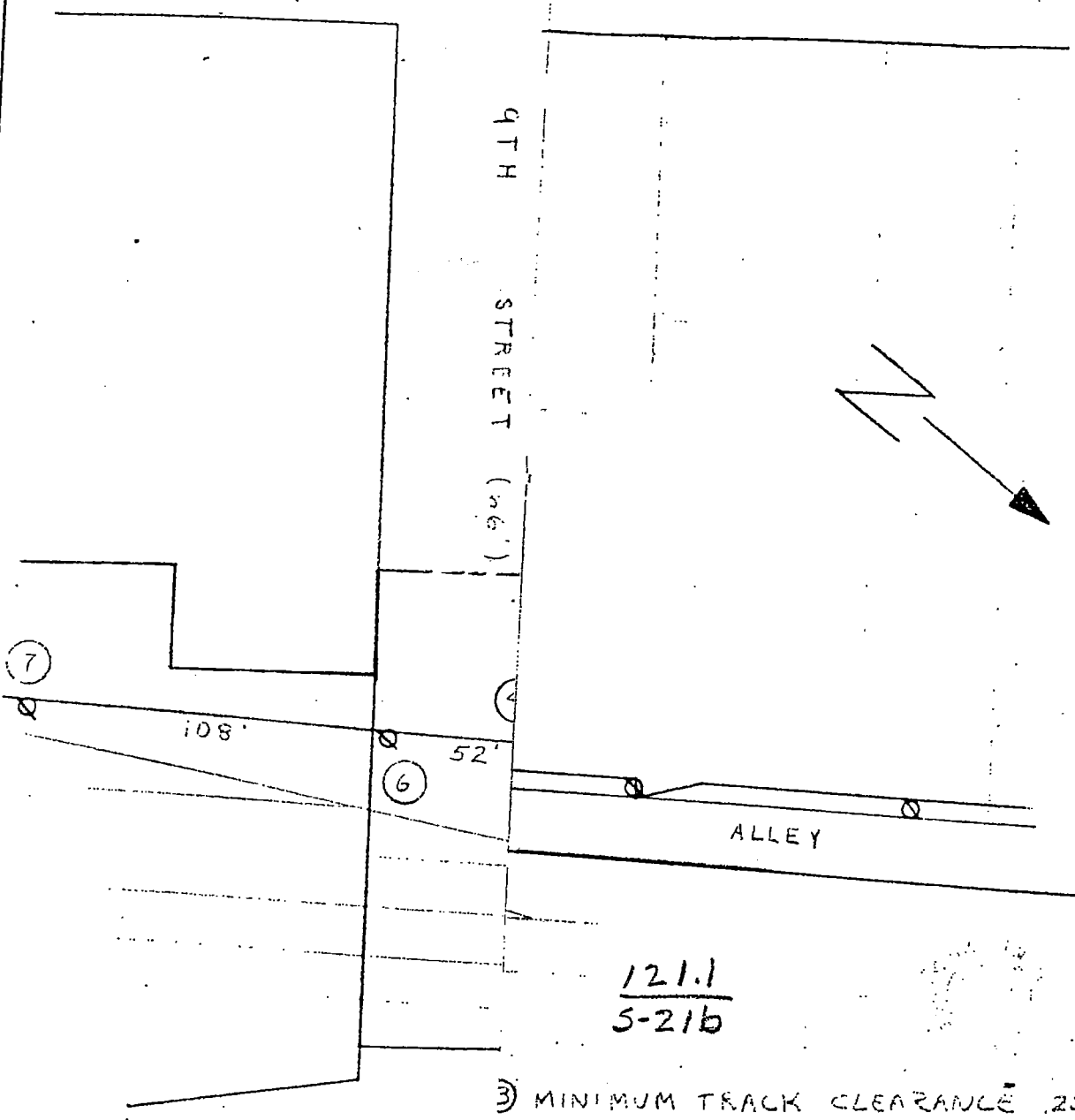
By *R. J. Morrow*
General Manager

THE LORAIN TELEPHONE COMPANY,
(Licensee)

W. J. Werner

By *J. C. Hoffman*
Vice President





121.1
5-21b

- ③ MINIMUM TRACK CLEARANCE 25 1/2'
- ② MINIMUM TRACK CLEARANCE 27'

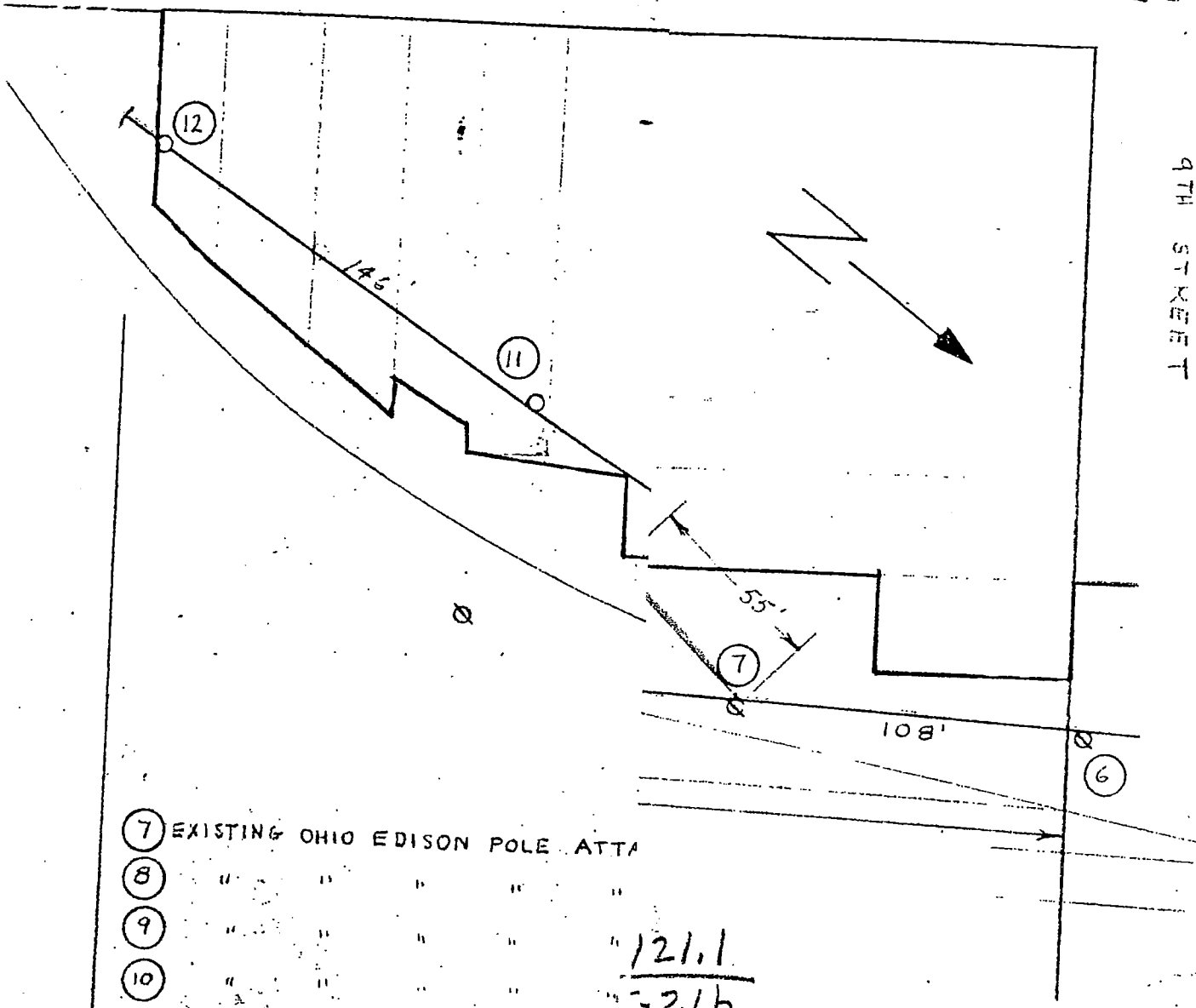
APPROVED

J. H. Wallis
Supt. Communications.

PROPOSED AERIAL TELEPHONE CO
BETWEEN EIGHTH ST AND

APR 28, 1914

9TH STREET



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- ⑥ TO ⑩ INSTALL 51 PR 22 GA W
- ⑩ TO ⑫ INSTALL 26 PR 22 GA W
- ⑦ TO ⑬ INSTALL 26 PR 22 GA P

APPROVED

J. H. Wallis
 Sect. Communications

PROPOSED AERIAL TELEPHONE CO
 BETWEEN EIGHTH ST. 10

APR 28, 1959