

RAILROAD RIGHT OF WAY

**DOCUMENT(S) WILL BE SCANNED
AT A LATER TIME**

RECORDED RIGHT OF WAY NO R15714

MEMORANDUM OF ASSIGNMENT

FOR VALUE RECEIVED The Pennsylvania Railroad Company operating the Pennsylvania Ohio and Detroit Railroad effective February 1, 1953, do hereby sell, assign, transfer and set over unto Elliman Steel Company all its right, title and interest of, in and to a certain agreement dated December 30, 1931 with the Detroit Edison Company covering the construction and maintenance of three (3) #2 copper wires and three (3) poles on property of the Railroad Company about 1030 feet west of the west line of French Road and between Madola and Molena Avenues at Detroit in the County of Wayne and State of Michigan and all rights, privileges and obligations contained therein; and Elliman Steel Company hereby accepts said assignment, and assumes and agrees to perform all the conditions and obligations contained in the said agreement to the same intent as if it had originally been a party to said agreement.

Dated in triplicate this 10th day of February 1954.

ATTEST:

[Signature]
ASST. Secretary

The Pennsylvania Railroad Co. operating
the Pennsylvania, Ohio and Detroit Railroad
x [Signature]
Vice President

ATTEST:

[Signature]
Secretary

Elliman Steel Company
[Signature]
President

CONSENT TO ASSIGNMENT

Detroit Edison Company hereby consents and agrees to the above assignment of the said agreement, dated December 30, 1931 and hereby releases the Pennsylvania Railroad Company operating the Pennsylvania Ohio and Detroit Railroad from all conditions and obligations contained in the said agreement.

Dated in triplicate this 24th day of March 1954.

ATTEST:

[Signature]
Asst. Secretary

Detroit Edison Company

[Signature]
Vice President

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<u>[Signature]</u>	3-22-54
Wm. Kemble	24 24 54
as C. J. [Signature]	

This agreement made this 31st day of December, 1953, by and between ELLIMAN STEEL COMPANY, a Michigan corporation, hereinafter sometimes called "Elliman" and THE DETROIT EDISON COMPANY, a New York corporation, hereinafter sometimes called "Utility Company"

WITNESSETH: Whereas by agreement dated December 30, 1931 by and between THE PENNSYLVANIA RAILROAD COMPANY operating the Pennsylvania, Ohio and Detroit Railroad as Party of the First Part and the Utility Company as Party of the Second Part, the Utility Company acquired the right to construct, use, maintain, renew and remove a certain wire and/or cable crossing in and across certain land of said The Pennsylvania Railroad Company lying between Madola and Molena Avenues in the City of Detroit, Wayne County, Michigan, and

Whereas, on even date herewith Elliman has acquired the fee title of said land from said The Pennsylvania Railroad Company and Pennsylvania, Ohio and Detroit Railroad.

Now therefore, it is mutually agreed by and between the parties hereto that the said agreement be and the same is hereby amended by adding therein a paragraph as follows:

SIXTEENTH: The Railroad, its successors, grantees and assigns shall have the right to terminate this agreement at any time by giving to the Utility Company sixty (60) days notice in writing of such termination.

And it is further mutually agreed that anything contained in said agreement inconsistent with the foregoing amendment be and the same is hereby cancelled.

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed by authority of their respective Boards of Directors the day and year first above written.

ATTEST:

Amelia White
Assistant Secretary

ELLIMAN STEEL COMPANY

By *Wm M. Elliman*
President

ATTEST:

L. B. Gormel
Assistant Secretary

THE DETROIT EDISON COMPANY

By *Edward J. Guinee*
Vice President

*12/21/13
Approved
W. J. Taylor*

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August 16, 1957

Mr. Louis M. Elliman, President
Elliman Steel Company
2700 West Warren Avenue
Detroit 8, Michigan

Dear Mr. Elliman:

We have a right of way agreement covering the installation of our facilities across your properties at Madola and Molena Avenues in the City of Detroit. Under this agreement, we have been paying a rental of \$17.50 per year.

We will be agreeable to increasing the rental on this location, due to the increased value of the property, to a figure of \$50.00 per year.

We trust this will be satisfactory.

Yours very truly,

Director
Real Estate and Rights of Way Dept.

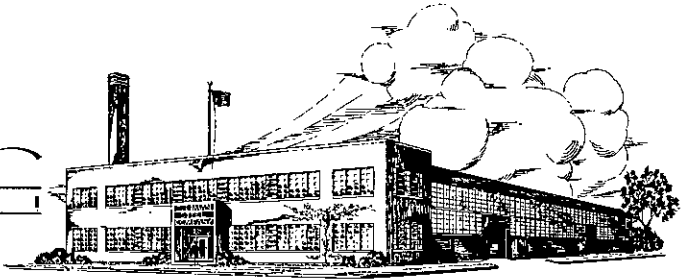
R. H. Taylor/HB

JTB - lets change this on the books -

1957 OCT 8 PM 4 39
REAL ESTATE AND
RIGHTS-OF-WAY DEPT.

ELLIMAN STEEL Company

SHEET STRIP PLATE



PHONE TYLER 7-8100
2700 WEST WARREN AVE.
DETROIT 8, MICHIGAN
May 27, 1957

1957 MAY 28 AM 10 46
REAL ESTATE AND
RIGHTS-DE-WAY DEPT.

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The Detroit Edison Company
2000 Second Blvd.
Detroit 26, Michigan

Attention: Mr. R. H. Taylor

Re: Right-of-Way Agreement #15714

Gentlemen:

We would like to arrange an appointment with reference to re-negotiation of rental on the above.

Would appreciate hearing from you by return mail.

Very truly yours,
ELLIMAN STEEL COMPANY

Louis M. Elliman, President

LME:pn

*Normally 5% for pipe interest payments for records of 1/2.
We now pay interest at 10% on + pipe @ 25% for pipe
Recommended increase of 10% + 25% for pipe rental -
6/17/57 - Elliman pays auditor wants 25% rental -*