

Ret: Richard H. Taylor
The Detroit Edison Co.,
2000 Second Ave., Det. 26

AGREEMENT

1-11
3/6

THIS AGREEMENT, made this 28th day of July, 1961
by and between SHELL OIL COMPANY, a Delaware Corporation of 154 Bagley Avenue,
Detroit, Michigan, hereinafter called "Shell", and THE DETROIT EDISON COMPANY,
a New York Corporation, hereinafter called "Edison".

WITNESSETH:

Shell, for valuable consideration received, hereby grants to Edison
an easement over and across the following described premises to be used as a
service station in the City of Hazel Park, County of Oakland and State of Michigan,
described as follows:

Lots 726 through 729 inclusive of Ford Park Subdivision of
the West 1/2 of the Southwest 1/4 of Section 36, Town 1 North,
Range 11 East according to the Plat thereof as recorded in
Liber 9, Page 26, Oakland County Records, except that part of
Lot 729 taken for the widening of Eight Mile Road.

for the purpose of constructing and maintaining a double 5/16 inch extra strength
guy wire over and across the above described property in the manner shown on The
Detroit Edison Company's drawing number ED-5266 a copy of which is attached hereto
and made a part of this agreement. Said guy wire shall be at least 18 feet above
the service station yard area at its lowest point in accordance with the aforesaid
drawing.

The easement and rights herein granted shall continue in effect for a
primary period of fifteen (15) years, beginning on July 1, 1961 and
shall be automatically extended for periods of five (5) years each after the
termination of the primary period; but either Shell or Edison may terminate this
agreement at the end of the primary period or any subsequent five year period by
giving the other at least ten (10) days' written notice.

Edison, for itself, its successors and assigns, does hereby expressly
assume all risks involved in the construction and maintenance of said guy wire within
the easement premises described above, and does covenant and agree to indemnify,
protect and save harmless Shell, its successors and assigns, from and against any
and all claims, demands, acts and judgements for injury or death to persons or damage
to property, and any expenses in connection therewith (including the expense of
litigation) arising from or out of or occasioned by the construction, maintenance
or presence of said guy wire within said easement premises described above.

This Agreement shall bind and inure to the benefit of the successors and
assigns of Shell and the successors and assigns of Edison.

IN WITNESS WHEREOF, this Agreement is executed as of the date first
herein written.

WITNESSES:

J. G. Lee
J. G. Lee
J. P. Starkweather
J. P. Starkweather

SHELL OIL COMPANY

By: E. F. McGee
E. F. McGee
Division Manager

WITNESSES:

Lillian J. H. Carroll
LILLIAN J. H. CARROLL
Irene C. Kata
Irene C. Kata

THE DETROIT EDISON COMPANY

By: M. Pease ASST. VICE PRESIDENT
By: H. E. Blachford ASST. SECRETARY

REFERRED TO

RECORDED IN OAKLAND COUNTY RECORDS
JUL 27 1961
RECORDED IN OAKLAND COUNTY RECORDS
375

Eight Mile Voss; Eng John R.

RECORDED RIGHT OF WAY NO. 21044

STATE OF MICHIGAN)
) SS:
 COUNTY OF WAYNE)

On this 28th day of June, 1961, before me K. J. Downing, a Notary Public in and for said County and State, personally appeared E. F. McGee, to me personally known who, being by me duly sworn, said that he resides at 2531 Bradway Boulevard, in Birmingham, Michigan, and that he is Division Manager of SHELL OIL COMPANY, the corporation which executed the foregoing instrument; and acknowledged to me that he signed said instrument, as such Division Manager, in the name and behalf of said corporation, that he was thereunto duly authorized by said corporation's board of directors, and that said instrument is his free and voluntary act and deed and the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the aforesaid day and year.

My Commission Expires: December 23, 1965

NOTARY PUBLIC
 K. J. DOWNING
 OAKLAND COUNTY
 ACTING IN WAYNE
 COMM. EXPIRES 12/23/65

K. J. Downing
 Notary Public
 K. J. Downing

STATE OF MICHIGAN)
) SS:
 COUNTY OF WAYNE)

On this 7th day of July, A.D. 1961, before me, the subscriber, a Notary Public in and for said County, appeared M. Pease and H. E. Blachford, to me personally known, who being by me duly sworn did say that they are the Assistant Vice President and Assistant Secretary of THE DETROIT EDISON COMPANY, a New York corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and M. Pease and H. E. Blachford acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: August 8, 1961

Lillian J. H. Carroll
 LILLIAN J. H. CARROLL
 Notary Public, Wayne County, Michigan

	APPROVED	DATE
LEGAL	<i>[Signature]</i>	6-28-61
PLANT ACCOUNTING	<i>[Signature]</i>	6-28-61
BUILDINGS AND PROPERTIES		
RIGHTS AND INTERESTS	<i>[Signature]</i>	7-6-61
GEN. ENG.	<i>[Signature]</i>	6-30-61

RECORDED RIGHT OF WAY NO. 21044

MARKETING - DIVISION SALES MANAGERS

CERTIFICATE OF AUTHORITY

THIS IS TO CERTIFY that I, the undersigned, E. A. Hugill, Jr., am an Assistant Secretary of Shell Oil Company, a Delaware corporation, and that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on September 22, 1949, and that said resolution is now in full force and effect

RESOLVED, that the Division Managers and Division Sales Managers of this Company, now or hereafter appointed, be and each of them is hereby authorized, in the name and on behalf of the Company, to execute, deliver, accept, assign, amend, extend or cancel:

(a) leases and subleases of real or personal property, in the usual course of business of the Marketing Division, whether the Company be lessor or lessee or sublessor or sublessee; provided that any such lease or sublease shall not include an option to purchase real property owned in fee by the Company;

(b) notices of rental assignments under any such lease or sublease, and agreements with the assignees as to the rental so assigned,

(c) agreements subordinating any such lease or sublease to any mortgage affecting the property described therein;

(d) right of way, unloading and railway side track agreements;

(e) bills of sale, conditional sale contracts and other instruments transferring title to buildings, materials, improvements and equipment, whether service station, bulk depot or automotive; provided that such bills of sale and other instruments transferring automotive equipment shall describe each item of such equipment, giving the engine and serial numbers thereof;

(f) releases, discharges and satisfactions of chattel mortgages or conditional sale contracts,

(g) bids, proposals and contracts; in the usual course of the business of the Marketing Division, for the sale and delivery of any products sold by this Company, including such bids and proposals to, and contracts with, any federal, state, county, municipal or other governmental authority together with such bonds and guarantees as may be required in connection therewith;

(h) contracts, in the usual course of business of the Division, with distributors or agents for the sale of products or performance of other services for this Company on a commission basis;

(i) construction, maintenance or paint contracts relating to service stations, bulk depots, warehouses and other buildings and improvements used in connection with the marketing operations of this Company;

(j) such reports and returns as may be required by any governmental authority in connection with taxes levied by any such authority in respect to products handled by this Company.

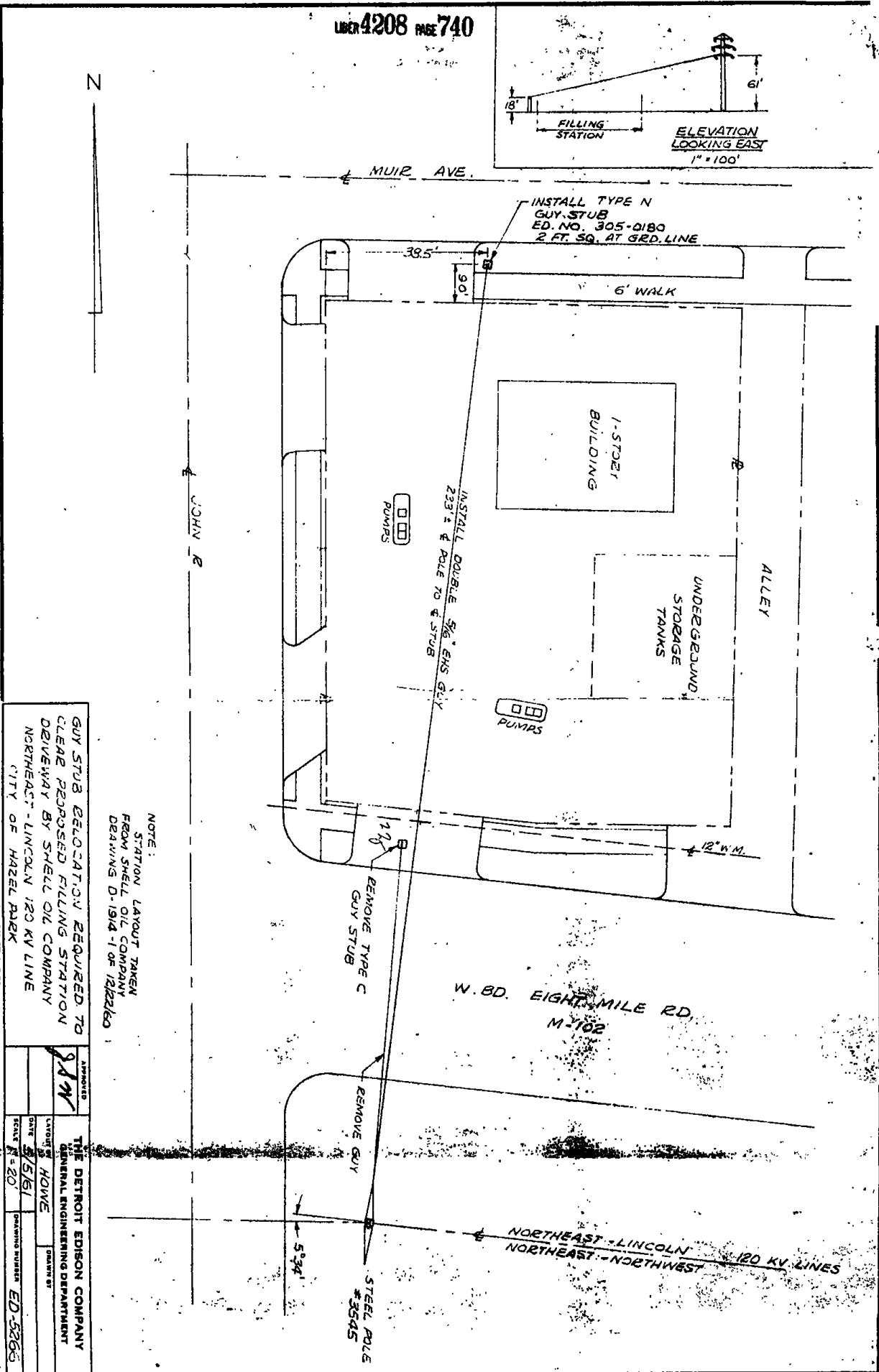
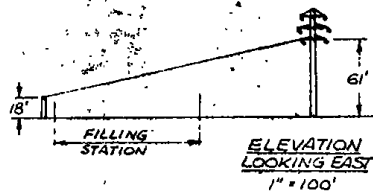
It is further certified that E. F. McGee is a Division Sales Manager of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Company this 25th day of September, 1958.

S018

E. A. Hugill, Jr.

RECORDED RIGHT OF WAY NO. 21054



NOTE:
STATION LAYOUT TAKEN
FROM SHELL OIL COMPANY
DRAWING D-1914-1 OF 12/22/60

GUY STUB BELONGING REQUIRED TO
CLEAR PROPOSED FILLING STATION
DRIVEWAY BY SHELL OIL COMPANY
NORTHEAST-LINCOLN 120 KV LINE
CITY OF HAZEL PARK

DE FORM NO. 4-5-59

APPROVED	DATE	SCALE	DRAWING NUMBER
<i>[Signature]</i>	5/5/61	N = 20'	ED-5268
THE DETROIT EDISON COMPANY GENERAL ENGINEERING DEPARTMENT			
DESIGNED BY	CHECKED BY		
HOWE			