

Date November 11, 1954

3N
OK

I John Ruppe IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grant to THE DETROIT EDISON COMPANY its successors and assigns, the right to construct, operate and maintain its lines for the transmission and distribution of electricity and Company communication facilities, including the necessary towers, fixtures, wires and equipment, and including also the right to trim or cut down any trees along said lines, which could fall into the lines or interfere in any way with their operation upon, over and across My property located in

Pontiac Township

STREET AND VILLAGE, OR SECTION AND TOWNSHIP

County of Oakland, State of Michigan, and described as follows:

The Southeast 1/4 of the Northwest 1/4 of Section 4, T 3 N, R 10 E, excepting the Grand Trunk Railroad Right-of-Way.

The route of the lines shall be as follows: In an easterly and westerly direction across said land commencing at a point on the east line approximately one (1) rod south of the north line; thence in a westerly direction to a point approximately 650 feet; thence in a southwesterly direction to a point on the west line approximately 450 feet south of the north line.

The Company, its successors and assigns, shall reimburse me for all damage to growing crops, buildings or fences, caused by its men, teams, trucks and other vehicles and equipment in entering said property for the purposes set forth herein.

In addition to the above consideration, the Company, or its successors and assigns, shall pay me the sum of One hundred and no/100 (\$100.00) - - Dollars for each tower on said land, the same to be paid before any towers are erected.

Witness:
John Ruppe
John Ruppe
John Ruppe

(Signed) Myrtle M. Calkins
Myrtle M. Calkins

RIGHT OF WAY FILE NO. 17411

RECORDED
OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS RECORDS
DEC 8 1954
MAY 10 06

(Accepted)
THE DETROIT EDISON COMPANY
By Richard H. Taylor
Richard H. Taylor, Director
Rights-of-Way Department

STATE OF MICHIGAN
County of Oakland

On this 11 day of NOVEMBER, A. D. 1954, before me, the undersigned, a notary public in and for said county, personally appeared MYRTLE M. CALKINS

known to me to be the person who executed the foregoing instrument, and acknowledged the same to be HER free act and deed.

Commission expires October 28, 1955

John Ruppe
John Ruppe
Notary Public Wayne County, Michigan.
ACTING IN OAKLAND COUNTY

RETURN TO
RICHARD H. TAYLOR
The Detroit Edison Company
2000 SECOND AVENUE
DETROIT 26, MICHIGAN

3-10/4

67329

S.F. 1/4 OF N.W. 1/4 OF SEC. 4

PARTIAL RELEASE OF RIGHT OF WAY

THIS INDENTURE, made this 15th day of July A. D., 1967, between THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of Michigan and New York, with principal offices at 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "EDISON", and MYRTLE M. GALKINS, of 841 N. Lake Angelus Road, Pontiac, Michigan, hereinafter referred to as "OWNER".

W I T N E S S E T H :

WHEREAS, on November 11, 1954, OWNER granted to EDISON a Right of Way for the purpose of constructing, operating, and maintaining its lines for the transmission and distribution of electricity and company communication facilities upon, over, and across property located in the Township of Pontiac, County of Oakland, State of Michigan, described as:

The Southeast 1/4 of the Northwest 1/4 of Section 4, Town 3 North, Range 10 East, excepting the Grand Trunk Railroad Right-of-Way.

which Right of Way is recorded in Liber 3247 Page 53, Oakland County Records, and

WHEREAS, OWNER purports to still hold title to the above described premises, and

WHEREAS, OWNER has requested that EDISON limit and define its Right of Way across a portion of the above described property described as:

That part of the Northwest 1/4 of Section 4, T. 3 N., R. 10 E., Pontiac Township, Oakland County, Michigan, described as beginning at the intersection of the Westerly line of Joslyn Road, 60 feet wide, and the Northerly line of I-75 Highway and proceeding thence along the Northerly right of way line of I-75 North 56 degrees 52 minutes 57 seconds West 590.80 feet; thence along the Easterly railroad right of way line (G.T.W.R.R.) on a curve to the Right whose chord bears North 25 degrees 08 minutes 20 seconds East a chord distance of 143.23 feet; thence along the centerline of a drainage ditch South 89 degrees 31 minutes 55 seconds East 324.00 feet; thence along the Westerly line of Joslyn Road, 60 feet wide, South 02 degrees 44 minutes 35 seconds East 140.38 feet; thence continuing along the Westerly line of Joslyn Road South 18 degrees 24 minutes 10 seconds East 326.27 feet to the point of beginning.

and EDISON is willing to do so.

NOW THEREFORE, in consideration of the sum of One (\$1.00) Dollar and other valuable considerations, receipt of which is hereby acknowledged, EDISON

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does, by these presents and subject to the conditions hereinafter stated, release, quit claim, and abandon onto OWNER, her heirs, administrators, successors, and assigns, all of the rights acquired by it, pursuant to said Right of Way referred to herein, over that portion of OWNER'S premises last described above, excepting however, from said Partial Release of Right of Way a strip of land Ninety (90') feet wide located within said premises last described above and described by its Centerline, to wit:

A line running in a northeasterly and southwesterly direction across part of the Northwest 1/4 of Section 4, Town 3 North, Range 10 East, Pontiac Township, Oakland County, Michigan, beginning at a point on the northerly line of I-75 Highway, which point is N 56° 52'27" W 139.6 feet from the intersection of the westerly line of Joslyn Rd., and the northerly line of I-75 Highway, thence to a point on the westerly line of Joslyn Rd. said point being N 18°24'10" W 314.7 feet from the intersection of the westerly line of Joslyn Rd. and the northerly line of I-75 Highway.

upon the following terms and conditions.

(1) Notwithstanding the terms and conditions contained in the aforementioned Right of Way Grant, this Partial Release of Right of Way is granted to, and receipt thereof is acknowledged by OWNER upon the express condition that no buildings or structures shall be placed within the Ninety (90') foot strip of land excepted from this Partial Release of Right of Way. Furthermore, EDISON shall have the right to trim or cut down any trees within said Ninety (90') foot strip of land, which it deems could fall into its lines or interfere with the operation or maintenance thereof.

(2) EDISON shall also have the right to trim or cut down any trees situated within two (2) strips of land thirty (30') feet wide located on either side of, contiguous to, and parallel to the ninety (90') foot strip of land, excepted from this Partial Release of Right of Way, and bounded on the East by the westerly line of Joslyn Road, and bounded on the West by northerly line of highway I-75, which in its opinion, may interfere with, or grow to the point of interfering with the maintenance or operation of its lines located within the aforementioned ninety (90') foot strip of land.

(3) Subject to the conditions herein contained, in all respects, except to the extent hereby released, the aforementioned Right of Way dated November 11, 1954 shall and does remain in full force and effect.

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(4) It is further agreed that this Partial Release of Right of Way shall not be binding upon the parties hereto, until owner has sold a portion of said property to Pure Oil Company, a division of Union Oil Company of California pursuant to a certain Option dated 2-18-67 copy of which is hereto attached and made a part of this agreement.

Owner further agrees that she will not record this agreement in the Oakland County Register of Deeds Office unless and until the sale to Pure Oil Company is closed.

IN WITNESS WHEREOF, the parties hereto have caused the presents to be executed on the day and year first above written.

In the Presence of:

William L. Woelk
 William L. Woelk
Marshall E. Smith
 Marshall E. Smith
Joseph V. Strouse
 Joseph V. Strouse
Irene C. Kata
 IRENE C. KATA

THE DETROIT EDISON COMPANY

By: M. Pease M. PEASE
 VICE PRESIDENT
 By: Lillian J. Carroll
 LILLIAN J. HYCARROLL ASST. SECRETARY
Myrtle M. Calkins
 MYRTLE M. CALKINS

STATE OF MICHIGAN)
) SS.
 COUNTY OF WAYNE)

On this 11th day of December A.D., 1967, before me the subscriber, a Notary Public in and for said County, appeared M. Pease and Lillian J. H. Carroll, to me personally known, who being by me duly sworn did say they are the a Vice President and an 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 in behalf of said corporation, by authority of its Board of Directors, and M. Pease and Lillian J. H. Carroll acknowledged said instrument to be the free act and deed of said corporation.

Irene C. Kata
 IRENE C. KATA
 Notary Public, Wayne County, Michigan

My Commission Expires: July 9, 1968

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RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF WAYNE, MICHIGAN

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 15th day of July A. D., 1967, before me, a Notary Public in and for OAKLAND County, appeared MERTLE M. CALKINS, to me personally known and being by me duly sworn did say that she is the person who executed the foregoing instrument, and acknowledged the same to be her free act and deed.

William L. Woelke
Notary Public, Oakland County, Michigan

My Commission expires: MARCH 13, 1971

Prepared by:
Eugene W. Bronski
2000 Second Avenue
Detroit, Michigan 48226

11411

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	APPROVED	DATE
LEGAL:	<i>E. W. Bronski</i>	7-15-67
PLANT AND MINING	<i>[Signature]</i>	7-17-67
LAND AND WATER RIGHTS DEPT.	<i>[Signature]</i>	7-17-67
ENGINEERING	<i>[Signature]</i>	7-17-67



OPTION

1. In consideration of the sum of Three Hundred & 00/100----- Dollars (\$ 300.00), cash in hand paid by UNION OIL COMPANY OF CALIFORNIA, a California corporation, herein referred to as "Optionee," to Mrs. Myrtle M. Calkins of 841 North Lake Angelus Road, Pontiac 4, Michigan

herein referred to as "Optionor" (whether one or more), the receipt and sufficiency of which is hereby acknowledged, Optionor hereby grants to Optionee the right and option to purchase, under the terms and provisions hereinafter set out, that certain tract of land, with all buildings, structures, improvements and equipment thereon, situated in the County of Pontiac, Michigan State of Michigan, to-wit: more particularly described

as follows: That parcel of Vacant land lying in the Northwest quadrant of I-75 Freeway and Joslyn Road comprising approximately 2- $\frac{1}{2}$ acres bounded on the East by Joslyn Road, the Southwest by I-75, the West by the GTWRR and on the North by a large drainage ditch. This property has a frontage of approximately 450 feet on Joslyn Road running from the Michigan State Highway Department Right of Way line to the middle of the drainage ditch, otherwise known as Tax Parcel Q-36-B.

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together with all appurtenances thereto belonging or in any wise appertaining and all right, title and interest of Optionor in and to any and all roads, streets, alleys and ways bounding said premises. The description of the property to be employed in the deed from Optionor to Optionee shall conform to a line survey of the aforesaid property.

2. Purchase Price. If the option is exercised and the purchase consummated, as herein provided, the purchase price to be paid by Optionee to Optionor for the above described property shall be the sum of Forty Four Thousand & 00/100----- Dollars (\$ 44,000.00), less the consideration paid for this option, which shall be deducted from the purchase price.

3. Exercise of Option. The option herein granted shall be deemed fully exercised if written notice of election to purchase is delivered or mailed by Optionee to Optionor at any time before midnight on the 18th day of June 1967, for which period this option is granted. Notwithstanding any change in the ownership of the above described premises, by operation of law or otherwise, or the death or disability of Optionor, Optionee's notice of election to purchase shall be sufficient if deposited in the mail addressed to the Optionor named herein, at the address hereinafter shown, and such notice shall extend to and be binding upon the heirs, devisees, executors, administrators, successors, grantees and assigns of Optionor.

4. Title Examination. In event Optionee elects to purchase the subject property as herein provided, then Optionor shall, within thirty days after receipt of such notice of election, procure and deliver to Optionee at the address shown below, a preliminary report on title or title commitment bearing a date subsequent to the date of the notice of election to purchase, issued by a title guaranty company acceptable to Optionee, showing a good and marketable title to be vested in Optionor, free and clear of all liens and encumbrances. It is understood and agreed that Optionee proposes to use the property covered hereby for the construction and operation thereon of an automobile service station for the sale and distribution of petroleum products, automobile accessories and services; and Optionor hereby agrees that any restrictions and/or any state, county, municipal or other governmental laws, ordinances, rules or regulations (including limited access rules, restrictions or regulations) which prohibit, limit or restrict the use of the property for such purposes, will, insofar as this purchase option is concerned, be construed to render Optionor's title to the subject property not good and not marketable. Optionee shall have one hundred twenty days after receipt of such preliminary report on title or title commitment in which to examine same, secure such zoning variations, special use permits, adjacent owners consent, building permits, driveway permits, and all such other similar consents and/or permits which Optionee's counsel deems necessary for utilizing the subject property for the purposes hereinabove set forth (hereinafter collectively called "permits and consents"), and notify Optionor whether the title is acceptable. If such examination shows Optionor to have a good and marketable title and Optionee has secured all such permits and consents, then Optionor will, upon notice thereof from Optionee, forthwith make, execute and tender to Optionee a good and sufficient deed conveying the subject property to Optionee with full covenants of general warranty, free and clear of all liens and encumbrances, and deliver such deed to Optionee upon payment of the purchase price. Optionor will, after delivery of said deed, instruct the title company which issued the preliminary report on title or title commitment to issue a title policy in the name of Optionee in the amount of the purchase price herein provided. The cost of the preliminary report on title or title commitment and title policy shall be paid by Optionor.

If Optionee's examination of the preliminary report on title or title commitment discloses that Optionor does not have good and marketable title to the subject property, Optionee shall notify Optionor of such fact in writing, specifying the exact defects in Optionor's title, and Optionor shall have sixty days after receipt of such notice in which to cure or remove all such defects to the satisfaction of Optionee's counsel. If Optionor is unable to cure or remove all such defects in title to the satisfaction of Optionee's counsel within the aforesaid sixty day period, this option shall, at the election of Optionee, become null and void, whereupon Optionor shall repay to Optionee the cash consideration paid Optionor for this option and Optionee shall be released from all obligations under this option.

If Optionee has been unable to secure all such permits and consents within the aforesaid one hundred twenty day period, Optionee shall notify Optionor of such fact in writing, specifying the permits and consents Optionee has been unable to secure and Optionor shall have sixty days after receipt of such notice in which to secure such permits and consents in form and substance satisfactory to Optionee's counsel. If Optionee is unable to secure all such permits and consents in form and substance satisfactory to Optionee's counsel within the aforesaid sixty day period, this option shall, at the election of Optionee, become null and void, whereupon Optionor shall repay to Optionee the cash consideration paid Optionor for this option and Optionee shall be released from all obligations under this option, irrespective of whether Optionor's title to the subject property is otherwise good and marketable. In connection with Optionee's securing such permits and consents, Optionor hereby agrees to cooperate fully with Optionee, and hereby grants permission to Optionee to make application for said permits and consents in the name of Optionor.

5. Notices. Any notices under this option shall be in writing and shall be delivered or mailed to Optionor at c/o Weir Manuel, Snyder & Ranke, Inc., Broker, 298 S. Woodward, Birmingham, Mich. 48011 and to Optionee, Attention: Real Estate Manager, 200 East Golf Road, Palatine, Illinois 60067. Notice mailed shall be by registered mail or certified mail, in which event the date of service shall be the date on which the notice is deposited in a United States Post Office properly stamped and addressed.

6. Successors and Assigns. The terms, conditions and covenants hereof shall extend to, be binding upon and inure to the benefit of the successive heirs, executors, administrators, successors and assigns of Optionor and Optionee, respectively, and shall run with the land.

7. Other Provisions. The Other Provisions of Agreement printed on the reverse side of this instrument are incorporated herein and made a part of this agreement and, by execution hereof, Optionor represents that Optionor has read and understands such Other Provisions of Agreement.

WITNESS the hand and seal of Optionor this 18th day of February, 1967
 Signed, sealed and delivered in presence of
William L. Uebel (SEAL)
Myrtle M. Calkins (SEAL)
Ray Lee Calkins (SEAL)
 _____ (Optionor) (SEAL)

RECORDED DEPT. OF TAX NO. 17411