



**Groundwater
& Environmental Services, Inc.**

10381 Citation Drive, Suite 500 • Brighton, Michigan 48116 • (800) 368-0337 • (810) 227-0008

June 14, 2010

City of Ann Arbor
City Clerk's Office
Jacqueline Beaudry
City Hall, 2nd Floor
100 N. Fifth Ave.
Ann Arbor, MI 48104

**Re: Notice of Land Use Restrictions
Shell Branded Station # 137910
2991 South State Street
Ann Arbor, Washtenaw County, Michigan 48103
Facility I.D. #: 0-0010393**

2010 JUN 15 AM 10:58
CITY OF ANN ARBOR
CITY CLERK
RECD

Dear Ms. Beaudry:

Groundwater & Environmental Services, Inc. (GES) on behalf of Shell Oil Products (Shell) is writing in regard to a Notice to Local Unit(s) of Government of Land Use Restrictions for the property located at 2991 South State Street, in Ann Arbor, Washtenaw County, Michigan. A release of petroleum hydrocarbons was reported to the Michigan Department of Environmental Quality (MDEQ) from the underground storage tank system located on the property. Hydrocarbon concentrations detected in soil and groundwater samples exceed the MDEQ's Tier 1 Residential Risk Based Screening Levels.

Please find enclosed a Notice to Local Unit(s) of Government of Land Use Restrictions and a copy of the Restrictive Covenant for the Shell Branded Station #137910 that has been filed with the Washtenaw County Register of Deeds. This notice has been prepared to comply with notification requirements pursuant to MDNRE Operational Memorandum No. 6, dated December 13, 2007. Please add this information to your files.

Should you have any questions regarding this project or need additional information, please feel free to contact me at (800) 368-0337, ext. 3351.

Sincerely,
GROUNWATER & ENVIRONMENAL SERVICES, INC. (GES)

Jeff Berntsen
Project Manager

/Enclosure

copy to: Kevin Dyer - Shell Oil Products
Project File #137910



NOTICE TO LOCAL UNIT(S) OF GOVERNMENT OF LAND USE RESTRICTIONS

This information and form is required under Sections 21310a(5) and 21316 of Part 213, Leaking Underground Storage Tanks (LUST), of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Failure to comply with the provisions of this Act may result in civil fines not to exceed \$10,000 for each day the violation continues or failure to comply continues.

Instructions: (1) Use this form to provide notice of land use restrictions that are part of the corrective action plan to the Local Unit(s) of Government (LUG). (2) If corrective action is based on the use of institutional controls regarding off-site migration of regulated substances, submit a draft copy of this notification with the corrective action plan and wait for Remediation & Redevelopment Division (RRD) approval before providing notice to the LUG. If the institutional controls are for on-site contamination, the owner/operator may proceed with providing notice to the LUG. (3) Send the notice to the city, village or township clerk. Provide a copy to the County/District Health Department if groundwater exceeds Tier 1 residential criteria. (4) Submit a copy of the notice and proof of providing the notice with the Closure Report (EQP 3843) to the appropriate RRD District Office in form EQP4410. This notice does not constitute a warranty or representation of any kind by the State of Michigan that the corrective actions performed in accordance with this notice will result in the achievement of the remedial criteria established by Law, or that the property is suitable for any particular use.

City of Ann Arbor
 Name of Local Unit of Government

Washtenaw County Public Health Department
 Name of Local Unit of Government

Notice to the Local Unit of Government Receiving this Form:

A corrective action plan for the site named below has been developed as a result of a release from an underground storage tank. This form and the attachments are to provide the local unit(s) of government notice of the land use restrictions that are part of the corrective action plan. A copy of the institutional control mechanism(s) in the form of a Corrective Action Notice to Register of Deeds, and/or Restrictive Covenant, and/or alternate mechanism is/are attached. The attached institutional control mechanism(s) describe the land use restrictions and the land where the restrictions apply.

Owner or Operator: **Shell Oil Products**

Site Name: **Shell Branded Station #137910**

Site Address: **2991 South State Street City: Ann Arbor State: MI Zip: 48103**

Contact Person: **Kevin Dyer Phone Number: (618) 288 – 7237**

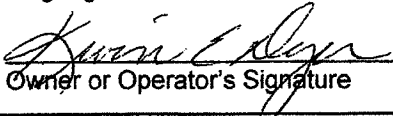
Mailing Address: **17 Junction Drive, PMB# 399 City: GlenCarbon State: Illinois Zip: 62034**

Qualified Underground Storage Tank Consultant: **Groundwater & Environmental Services, Inc.**

Address: **10381 Citation Drive, Suite 500 City: Brighton State: MI Zip: 48116**

Contact Person: **Jeffrey Berntsen Phone Number: (800) 368-0337, ext. 3351**

I hereby attest to the accuracy of the statements in this document and all attachments. I further certify that the language on this form has not been modified.


 Owner or Operator's Signature

6/11/10
 Date

RC-RRD-213-10-041



OFFICIAL SEAL

08/16/2004
L-4417 P-551

Washtenaw Co., MI
Peggy M. Haines
CLERK
REGISTER



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08/16/2004 09:50P

L-4417 P-551

Peggy M Haines, Washtenaw REGT 5583731

RESTRICTIVE COVENANT

The below listed owner/operator has implemented a corrective action plan requiring institutional controls in the form of a restrictive covenant. The corrective action plan was developed as a result of a release from a Leaking Underground Storage Tank(s) (LUST) and was prepared pursuant to the provisions in Section 21310a(2) of Part 213. Regulated substances were discovered during the investigation and/or removal of Underground Storage Tanks (USTs). The corrective action plan cited above will be maintained on file at the RRD District Office located at: Jackson District Office, 301 East Louis Glick Highway, Jackson MI 49201-1556

This restrictive covenant is filed with the County Register of Deeds and covers the land identified in the following, and more fully described in Attachment A, attached. (*Attach a legal property description as Attachment A for the land where the restrictive covenant would apply, and a survey map of the areas addressed by this restrictive covenant.*) The restrictive covenant defines the areas addressed by the corrective action plan and the scope of any land use or resources limitations. The survey defining the areas addressed by the corrective action plan is attached. (*Describe the scope of any land use or resource use limitations.*) See Attachment B

The restrictive covenant is being filed by the below listed legal titleholder or with the express written permission of the legal titleholder. (*Attach permission statement from the legal titleholder if he/she is not signing this document.*)

Owner/Operator implementing the corrective action plan: Shell Oil Products US

Release Date(s): 12/02/03 (C-0526-03)

County where deed is registered: Washtenaw

Common description of land, township/city, County: 2991 South State Street, Ann Arbor, Washtenaw County

Now Therefore (Legal Titleholder Name and Address) Shell Oil Products US

12700 Northborough Drive, Houston, TX 77067

(hereinafter referred to as the "titleholder"), hereby imposes restriction on the property and covenants and agrees that:

1. The Titleholder shall restrict activities on the property that may interfere with corrective action, operation and maintenance, monitoring, or other measures necessary to assure the effectiveness and integrity of the corrective action.
2. The Titleholder shall restrict activities that may result in exposure to regulated substances above levels established in the corrective action plan.
3. The Titleholder shall prevent a conveyance of title, an easement, or any other interest in the property from being consummated without adequate and complete provision for compliance with the corrective action plan and prevention of exposure to regulated substances described in item 2 above.
4. The Titleholder shall grant to the Department of Environmental Quality (Department) and its designated representatives the right to enter the property at reasonable times for the purpose of determining and monitoring compliance with the corrective action plan, including but not limited to the right to take samples, inspect the operation of the corrective action measures, and inspect records.
5. Soil shall not be removed from the property described herein, unless it is characterized to determine if it can be relocated without posing a threat to the public health, safety, welfare or environment in the new location.
6. The state may enforce the restrictions set forth in the covenant by legal action in a court of appropriate jurisdiction.

The restrictions and other requirements described in this Restrictive Covenant shall run with the land and be binding to the titleholder's successors, assigns, and lessees or their authorized agents, employees or persons acting under their direction or control. The restrictions shall apply until the Department determines that regulated substances no longer present an unacceptable risk to the public health, safety or welfare or to the environment. A copy of this Restrictive Covenant shall be provided to all heirs, successors, assigns, and transferees.

This Restrictive Covenant shall not be amended, modified or terminated except by a written instrument executed by and between the Titleholder at the time of the proposed amendment, modification, or termination; and the Department. Within five (5) days of executing an amendment, modification or termination of the Restrictive Covenant, the Titleholder shall record such amendment, modification or termination with the County Register of Deeds, previously named, and within five (5) days thereafter, the Titleholder shall provide a true copy of the recorded amendment, modification or termination to the Department.

If any provision of this Restrictive Covenant is also the subject of any laws or regulations established by any federal, state or local government, the stricter of the two standards shall prevail.

The undersigned person, if executing this Restrictive Covenant on behalf of the Titleholder, represents and certifies that they are duly authorized and have been fully empowered to execute and deliver this Restrictive Covenant.

I hereby attest to the accuracy of the statements in this document and all attachments. I further certify that the language on this form has not been modified in any way.

Charles T. Badrick
Legal Titleholder or Authorized Representative's Signature

Date

AUG 03 2004

Charles T. Badrick
Attorney-in-Fact

for Shell Oil Products US

Print Legal Titleholder or Authorized Representative's Name

IN WITNESS WHEREOF, the said Titleholder of the above described property has caused the Restrictive Covenant to be executed on the 3rd day of August, 2004.
(month) (year)



Page: 2 of 6

08/16/2004 03:58P

Peggy M Haines, Washburn

REST

5583731

L-4417 P-551

Signed in the presence of:

Witness

C. Price

Print Witness' Name*

C. Price

Witness

Mary M. Chiocco

Print Witness' Name*

Mary M. Chiocco

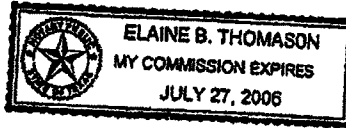
* The notary shall not also serve as a witness.

County of Harris in the State of Texas

The foregoing instrument was acknowledged before me this 3rd day of August, 2004.

by Charles T. Badrick Attorney-in-Fact for Shell Oil Products US

Elaine B. Thomason
Notary Public



Harris County, Texas
(Insert County) (Insert State)

My Commission Expires: _____

Drafted by:

Groundwater & Environmental Services, Inc.
Company Name

Matthew Richey
Print Name of Drafter

9436 Malthb Road, Brighton, Michigan 48116
Company Address

Please return recorded copy to:

Shell Oil Products US
12700 Northborough Drive
Houston, TX 77067



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Peggy H Haines, Washkerau REST 5533731

Attachment A



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PARCEL # 09-12-04-300-048

2991 S STATE ST

CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN

PRT OF SW 1/4 T3S R6E COM SW COR SEC 4 TH N 1 DEG 53 MIN W 75 FT FOR
POB TH CONT N 1 DEG 53 MIN W 175 FT TH N 87 DEG 0 MIN E 210 FT TH S 1
DEG 53 MIN E 175 FT TH S 87 DEG 9 MIN W 210 FT TO POB EXC THAT PRT
LYING IN S STATE ST ALSO BEG AT A PT N 1 DEG 53 MIN 00 SEC W 48 FT & N
87 DEG 9 MIN 00 SEC E 51.85 FT FROM SW COR OF SD SEC 4 TH N 2 DEG 3 MIN
13 SEC W 27 FT TH N 87 DEG 9 M IN 00 SEC E 158.23 FT TH S 1 DEG 53 MIN 00
SEC E 27 FT TH S 87 DEG 9 MIN 00 SEC W 158.15 FT TO POB



Attachment B: Restrictive Covenant

Shell Oil Products US
Active Service Station
2991 S. State St.
Ann Arbor, Michigan
SAP # 137910

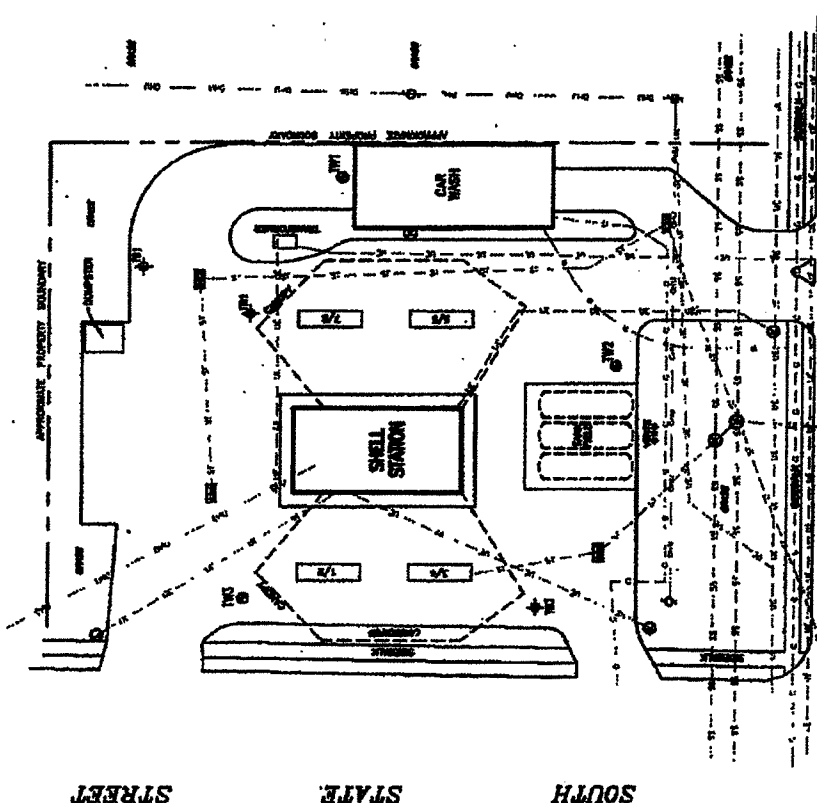
Restrictions pertaining to 2991 S. State Street, Ann Arbor, Michigan:

1. The property shall not be used for Residential or Commercial Subcategory I purposes or equivalent land use as defined by the Michigan Department of Environmental Quality (MDEQ). Commercial Subcategory I land uses include, but are not limited to, day care centers, schools, hospitals, elder care facilities, and other uses involving sensitive populations.
2. The property shall not be used for Commercial Subcategory II purposes or equivalent land use as defined by the MDEQ. Commercial Subcategory II land uses include, but are not limited to, large-scale commercial warehouse operations, wholesale lumber yards, and building supply warehouses.
3. Any construction of wells or other devices to extract groundwater for consumption, irrigation, or any other use, except for wells and devices that are part of a MDEQ-approved response activity is prohibited. Short-term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, and federal environmental laws and regulations.
4. Pursuant with site due care requirements, individuals who may come in contact with soil may be exposed to inhalation of petroleum hydrocarbon compounds released during subsurface activity at the site. Accordingly, workers should be made aware of the potential risks.
5. On-site workers who may come into direct contact with impacted soils must wear appropriate personal protection equipment to prevent dermal exposure.
6. If impacted soil and groundwater can not be addressed due to the presence of the current UST system, site structures, or site specific limitations, Shell Oil Products US reserves the right to survey the area and impose building restrictions in those areas where impact exceeds Tier 1 Commercial III Volatilization to Indoor Air Inhalation criteria.
7. The proper maintenance of concrete and asphalt pavement in areas which exhibit concentrations in excess of MDEQ Tier I Commercial III Direct Contact Risk Based Screening Levels.

GES

LEGEND

- CATCH BASIN
- UTILITY MANHOLE
- UTILITY POLE
- LIGHT POLE
- DEFENSER ISLAND
- MONITORING WELL
- UNDERGROUND SANITARY SEWER
- UNDERGROUND STORM SEWER
- UNDERGROUND WATER LINE
- UNDERGROUND GAS LINE
- UNDERGROUND ELECTRIC
- OVERHEAD UTILITIES
- ◆ SOIL BORING



DATE	4-7-04
SCALE	AS SHOWN
PROJECT	1
CLIENT	Shell Station, 12345 Main Street, Detroit, Michigan 48116
CONTRACT NO.	123456789
DATE	4-7-04
PROJECT	1
CLIENT	Shell Station, 12345 Main Street, Detroit, Michigan 48116
CONTRACT NO.	123456789

ISSUED BY: [Name], DATE: [Date]

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1-417 P-55
Peggy R. Harris, Maitland, FL 32751

EASEMENT AGREEMENT

SHELL OIL COMPANY, a Delaware corporation ("Grantor") with offices at 31275 Northwestern Highway in Farmington Hills, Michigan 48018 for and in consideration of the sum of ten and 00/100 dollars (\$10.00) and other valuable consideration in hand paid, receipt of which is hereby acknowledged does hereby grant unto the City of Ann Arbor, a Michigan Municipal Corporation, with offices at 100 North Fifth Avenue in Ann Arbor, Michigan 48107 ("Grantee") an easement (which includes the existing 8" sanitary sewer easement and the area currently occupied by an underground electric cable for traffic signals) for the purpose of construction, operation, maintenance, repair, removal and use for water mains, storm sewers, sanitary sewers and appurtenances thereto hereinafter referred to as a public utilities system along with the public utilities system presently in place, under and across a parcel of land described as follows:

Part of the Southwest $\frac{1}{4}$ of Section 4, Town 3 South, Range 6 East, City of Ann Arbor, Washtenaw County, Michigan; being more particularly described as: Beginning at a point distant North $01^{\circ} 53' 00''$ West 48.00 feet along the West line of said Section 4 and North $87^{\circ} 09' 00''$ East 51.85 feet from the Southwest corner of said Section 4; thence, North $02^{\circ} 03' 13''$ West 27.00 feet; thence, along the North line of Eisenhower Parkway (200 feet wide) North $87^{\circ} 09' 00''$ East 158.23 feet; thence South $01^{\circ} 53' 00''$ East 27.00 feet; thence, South $87^{\circ} 09' 00''$ West 158.15 feet to the Point of Beginning.

together with the right of ingress or egress over the Easement Area for the exercise of the rights herein granted; but, subject always to the following covenants and conditions which Grantee by acceptance of this Agreement assures and agrees:

1. To restore any area that may have been disturbed with by Grantee to or near the same condition as existed at the time of each entry to the exercise of the rights herein granted.
2. Not to unreasonably obstruct or prevent the ingress and egress to the remainder of Grantor's adjoining premises.
3. To defend and hold Grantor harmless from claims and suits resulting from the exercise of rights granted herein.
4. Upon proper notification by Grantor, Grantee agrees to relocate sanitary and/or storm sewer lines, water lines, pipelines and underground electric lines (in accordance with Grantee's standards and specifications), at Grantor's expense if, in the Grantor's judgment such lines will interfere with or obstruct the construction or reconstruction, of any of Grantor's facilities located or to be located on the adjoining premises of Grantor.
5. Grantee shall not make any changes (changes shall not include normal maintenance), from the date of this agreement, within the Easement Area without prior notification to and approval by Grantor; such approval not to be unreasonably withheld.

GRANTOR reserves the right to use the Easement Area in any way and for the purpose not inconsistent with the rights herein granted including the right to grant easement rights to others. It is expressly understood however that prior to Grantor exercising its rights under this article prior notification must be given to Grantee.

GRANTOR will not construct or permit construction of a permanent building or buildings or other structures in or upon the Easement Area nor make any changes in the grade of the surface within the Easement Area without prior notification to and approval by the Grantee.

GRANTOR covenants that (1) Grantor has title to the easement area (2) the same is free and clear of all liens and encumbrances except as hereinabove specified and (3) Grantor will defend the title thereto against the claims of all persons claiming by, through or under Grantor, but no further.

This Easement Agreement may not be assigned by Grantee without the prior written consent of Grantor.

SUBJECT to the foregoing this Easement Agreement shall run with the land, and shall bind and inure to the benefit of Grantor's successors and assigns and Grantee's successors and assigns.

EXECUTED as of September 18, 1985.

WITNESSES

SHELL OIL COMPANY

Karen Darcy KAREN DARCY
L. C. Jones L. C. JONES

BY D. R. Wolf
D. R. WOLF
GENERAL MANAGER, ADMINISTRATIVE SERVICES

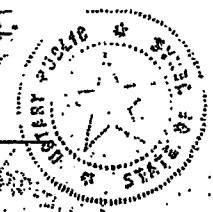
ATTEST: [Signature]
ASSISTANT SECRETARY

THE STATE OF TEXAS
COUNTY OF HARRIS

Before me on this day the foregoing instrument was acknowledged by D. R. Wolf, General Manager, Administrative Services of SHELL OIL COMPANY, a Delaware corporation, on behalf of the corporation.

Witness my signature and official seal on September 18, 1985.

[Signature]
Notary Public



DED85225/RE/T2

This instrument was prepared under the supervision of JOHN W. SUHALSKI, a representative of SHELL OIL COMPANY, 81275 Northwestern Highway, Farmington Hills, MI 48018

ADMINISTRATION

GENERAL MANAGER - ADMINISTRATIVE SERVICES
PURCHASING AND ADMINISTRATIVE SERVICES

Certificate of Authority

L. R. Spitzenberger certifies that he is Assistant Secretary of Shell Oil Company, a Delaware corporation; and that pursuant to the By-Laws of the Corporation, the Board of Directors has duly empowered the President to prescribe in writing the authorities and duties of any officers which he may deem advisable and appropriate and to authorize any officer of the Company to further delegate the authorities delegated to such officers and that pursuant to such powers, the President has so authorized a Senior Vice President, who then delegated such authority to a Vice President; and the following completely and correctly sets forth the authority currently delegated by said Vice President to the General Manager Administrative Services, now or hereafter appointed:

in the Company's name and on its behalf, to execute, deliver, accept, assign, amend, extend, terminate or release any instruments or documents, including (without limitation) conveyances of properties (real or personal), agreements of any nature including non-recourse promissory notes and deeds of trust and mortgages related to such non-recourse notes, but excluding grants of security interests other than releases and quitclaim deeds for the purpose of clearing public records of satisfied security interests; and to execute and deliver certificates, returns and reports of any nature, which he may deem advisable or appropriate in the normal course of the Administrative Services business of the Purchasing and Administrative Services Organization of the Company.

It is further certified that D. R. Wolf is General Manager Administrative Services in the Purchasing and Administrative Services Organization of the Company.

IN WITNESS WHEREOF, this certificate is signed and sealed with the Company's corporate seal on September 18, 1985.

[Handwritten signature]

UNITED STATES OF AMERICA §
STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, on this day personally came L. R. Spitzenberger, to me known, who being duly sworn, said that he is the Assistant Secretary of Shell Oil Company, a corporation formed under the laws of the State of Delaware, United States of America, and that he knows the seal of the aforementioned corporation, and he says that he has executed the aforementioned document as the act and deed of the aforementioned corporation, for the purposes recited therein and in the capacity recited therein.

WITNESS my signature and official seal on this the 18th day of September 1985.

[Handwritten signature]
DEBORAH A. KRAUSE
Notary Public in and for the State of Texas
My Commission Expires October 28, 1986

EXEMPT BY 1984
EXEMPT BY 1984
EXEMPT BY 1984
EXEMPT BY 1984

EASEMENT AGREEMENT

SHELL OIL COMPANY, a Delaware corporation ("Grantor") with offices at 31275 Northwestern Highway in Farmington Hills, Michigan 48018, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations in hand paid, receipt of which is hereby acknowledged, does hereby grant unto the Detroit Edison Company with offices at 2000 Second Avenue, in Detroit, Michigan and the Michigan Bell Telephone Company with offices at 1365 Cass Avenue, in Detroit, Michigan ("Grantee") an easement for the purpose of construction, operation, maintenance, repair, removal and use for the transmission of electrical power and/or communication system including underground line facilities (the location of said underground line facilities to be mutually agreed upon) and other appurtenances (including the right to cut and keep clear all trees and shrubs which, in the opinion of Grantee, at anytime, interfere or threaten to interfere with Grantee's facilities) thereto in, under and across a parcel of land described as follows:

The centerline of a twelve (12.00) foot wide easement for underground utilities described as part of the S.W. 1/4 of Section 4, T.3S., R.6E., City of Ann Arbor, Washtenaw County, Michigan; being more particularly described as beginning at a point N.01° 53' 00"W., along the West line of said Section 4 and the centerline of South State Street (66.00 feet wide), 67.00 feet and N.87° 09' 00"E., 80.00 feet; thence N.87° 09' 00"E., 94.00 feet; thence N.01° 53' 00"W., 183.00 feet to the point of beginning.

together with the right of ingress and egress over the Easement area for the exercise of the rights herein granted; but, subject always to the following covenants and conditions which Grantee by acceptance of this Agreement assumes and agrees:

1. To restore the Easement Area including any part of Grantor's adjoining Premises that may have been interfered with by Grantee to or near the same condition as existed at the time of each entry to the exercise of the rights herein granted.
2. Not to unreasonably obstruct or prevent the ingress and egress to the remainder of Grantor's adjoining premises.
3. To remove all improvements installed by the Grantee in the Easement Area (1) upon any abandonment of same or (2) if Grantee ceases to use the same for a consecutive period of Twenty Four months (24) which shall also constitute abandonment whereupon this Agreement will terminate and have no further force and effect.
4. Upon proper notification by Grantor, Grantee agrees to relocate or adjust underground line facilities at Grantor's sole expense if, in the Grantor's sole judgement such appurtenances will interfere with or obstruct the construction or reconstruction of any of Grantor's facilities located or to be located on the adjoining premises of Grantor. If relocation of Grantee's facilities is required Grantor and Grantee agree to properly amend the existing Easement Agreement to accommodate the changes or negotiate a new Easement Agreement if necessary.
5. Not to permit or allow the construction of lateral lines from Grantee's facilities if such lateral lines may cross Grantor's other property.
6. That the easement and rights herein granted are nonexclusive, and are subject to all other easements and encumbrances either of record or evidenced physically on or in the Easement Area.

GRANTOR reserves the right to use the Easement Area in any way and for any purpose not inconsistent with the rights herein granted including the right to grant easement rights to others. However, it is expressly understood that prior to Grantor exercising its rights under this Article prior notification must be given to Grantee.

GRANTOR will not construct or permit the construction of a permanent building or buildings or other structures in or upon Easement Area.

GRANTOR covenants that (1) Grantor has title to the Easement Area (2) the same is free and clear of all liens and encumbrances except as hereinabove specified and (3) Grantor will defend the title thereto against the claims of all persons claiming by, through or under Grantor, but no further.

THIS EASEMENT AGREEMENT may not be assigned by Grantee without the prior written consent of Grantor, same consent not to be unreasonably withheld.

SUBJECT to the foregoing this Easement Agreement shall run with the land, and shall bind and inure to the benefit of Grantor's successors and assigns and Grantee's successors and assigns.

EXECUTED as of January 22, 1986.

WITNESSES:

SHELL OIL COMPANY

J. V. Harvey
J. V. HARVEY
D. M. Stonaker
D. M. STONAKER

By E. D. Ellis
E. D. ELLIS
MANAGER, CORPORATE REAL ESTATE
ADMINISTRATIVE SERVICES
Attest: L. R. Coffey
L. R. COFFEY, ASSISTANT SECRETARY

THE STATE OF TEXAS

Before me on this day the foregoing instrument was acknowledged by E. D. Ellis, Manager Corporate Real Estate, Administrative Services of Shell Oil Company, a Delaware corporation, on behalf of the corporation.

Witness my signature and official seal on JANUARY 22, 1986.

R. C. Winterhoff
Notary Public
R. C. WINTERHOFF
Notary Public in and for the State of Texas
My Commission Expires August 11, 1988



APPROVED AS TO FORM 2/3/86 DATE
LEGAL DEPARTMENT

RECORDED
WASHTENAW COUNTY, MI
FEB 6 1 35 PM '86
HOWE J. L. WILSON
COUNTY CLERK/REGISTER

This instrument was prepared under the supervision of John W. Suralski, a representative of SHELL OIL COMPANY, 31275 Northwestern Highway, Farmington Hills, Michigan 48018