



Real Estate Department

Work Order No.: A0003125
Circuit: Pontiac-Kern-Bloomfield
Business Unit: ITC

Date: February 28, 2017
To: Records Center
From: Margaret Wessel Walker
mwalker@itctransco.com
Real Estate
Subject: Vegetation Management Easement
Parcel ID: **14-22-401-004**
PKB 2738

Attached are papers related to the acquisition of a Vegetation Management Easement dated April 2, 2014 to International Transmission Company (ITC) from the School District of the City of Pontiac, whose address is 47200 Woodward Ave., Pontiac, MI 48342.

The easement was acquired for additional rights needed and located in Part of Section 22, City of Pontiac, Oakland County, MI (T3N R10E).

The consideration given for the aforementioned acquisition was **\$4,861.05**
The acquisition was negotiated by NSI Consulting and Development.

Please incorporate into Right of Way File No.: **T72829** and cross reference ROW#: **R7920**

Attachment (s)

CC: M. Ely
N. Spencer
S. Gagnon
J. Gruca
K. Jenkins
C. Scott
J. Andree
Fixedassetsgroup@itctransco.com

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2014 MAY -2 AM 9:30

83363
LIBER 47002 PAGE 369
\$16.00 MISC RECORDING
\$4.00 REINUMENTATION
05/02/2014 09:43:59 A.M. RECEIPT# 40894
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

VEGETATION MANAGEMENT EASEMENT

On April 2, 2014, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor conveys and warrants to Grantee, its successors and assigns, a permanent easement ("Easement") over, under, across and through a part of Grantor's Land called the Easement Strip, as herein described.

Grantor is: School District of the City of Pontiac, a municipal corporation.

Grantee is: International Transmission Company, a Michigan corporation, of 27175 Energy Way, Novi, Michigan 48377.

Grantor's Land is in the City of Pontiac, County of Oakland and State of Michigan and is described as follows:

FILE
1/10/14

Lot(s) 208, 209, 210 and 211, "Herrington Hills Subdivision" according to the Plat thereof, filed in Liber 80, Page(s) 21, records of Oakland County, State of Michigan,
ALSO, That Part of Lot 37, "Assessor's Plat No. 104", according to the Plat thereof, filed in Liber 48, Page(s) 26, records of Oakland County, State of Michigan, described as: beginning at the Southwest corner of said Lot 37; thence North 01 degrees 57 minutes 19 seconds West 378.52 feet; thence North 88 degrees 20 minutes 15 seconds East 200.58 feet to the centerline of proposed Bay Street, as extended; thence, along said centerline, along a curve to the left, radius 800.00 feet, length 279.63 feet, central angle 20 degrees 01 minutes 39 seconds, chord bearing South 08 degrees 03 minutes 30 seconds West 278.22 feet; thence continuing along said centerline, South 02 degrees 04 minutes 54 seconds East 103.52 feet to the South lot line; thence along South lot line South 88 degrees 02 minutes 38 seconds West 152.43 feet to the point of beginning,
ALSO Part of the Northwest ¼ of the Southeast ¼ of Section 22, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan, described as: commencing at the center post of said Section 22; thence South 89 degrees 55 minutes 20 seconds East 150.00 feet; thence South 00 degrees 00 minutes 755.68 feet to the point of beginning; thence continuing South, 600.13 feet to the Northwest corner of "Herrington Hills Subdivision"; thence North 89 degrees 47 minutes 07 seconds East 574.26 feet along North line of said subdivision; thence North 00 degrees 14 minutes 48 seconds West 600.0 feet; thence South 89 degrees 48 minutes 00 seconds West 571.68 feet to the point of beginning;
ALSO, Part of the Northwest ¼ of the Southeast ¼ of Section 22, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan, described as: beginning North 89 degrees 32 minutes 50 seconds West 1,319.30 feet and South 00 degrees 09 minutes 40 seconds West 750.42 feet from the East ¼ corner of said Section 22; thence North 89 degrees 42 minutes 50 seconds West 600.00 feet; thence South 00 degrees 11 minutes 20 seconds West 600.00 feet; thence South 89 degrees 42 minutes 53 seconds East 600.00 feet; thence North 00 degrees 14 minutes 02 seconds West 216.90 feet; thence North 00 degrees 09 minutes 40 seconds East 383.10 feet to the point of beginning.

BR
E

OK - LG

More commonly known as: 541 Bay Street, Pontiac, Michigan 48342

Parcel ID: 14-22-401-004

Grantor represents and warrants to Grantee that Grantor is the present owner in fee simple of Grantor's Land.

The Easement Strip is within Grantor's Land, and is described as:

A strip of land beginning at the **Westerly** line of Grantor's Land and continuing to a line lying **75 feet Easterly** of, and parallel to, the centerline of the Easternmost electric transmission structures currently located on or adjacent to Grantor's Land.

- 1. Purpose:** The purpose of this Easement is to allow Grantee the perpetual right to enter at all times upon Grantor's Land to cut, trim, remove, destroy or otherwise control any or all trees, bushes or brush now or hereafter standing or growing within the Easement Strip.
- 2. Restoration:** Within a reasonable time after performing any work pursuant to this Easement, Grantee shall clean up the Easement Strip in accordance with best management practices for utility rights of way.
- 3. Limited Use; Nonuse:** Nonuse or limited use of the rights herein granted shall not prevent later use to the full extent herein conveyed.
- 4. Original Grant of Easement:** Nothing contained in this Easement shall be construed as releasing or impairing any rights or privileges granted to Grantee or The Detroit Edison Company under any existing grant of easement ("Original Grant of Easement") relative to the Easement Strip. To the extent this Easement grants rights and privileges to either party not granted in the Original Grant of Easement, the Original Grant of Easement is hereby amended to include the additional rights and privileges granted by this Easement. If, in any other way, any term, condition or provision of this Easement is inconsistent with or conflicts with one or more provisions of the Original Grant of Easement, the term, condition or provision of this Easement shall control, and to that extent, the Original Grant of Easement is hereby amended. The Original Grant of Easement, insofar as it may cover and relate to land other than Grantor's Land, shall remain in full force and effect in accordance with all of its terms, conditions and provisions.
- 5. Successors:** This Easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

This Easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

GRANTOR

School District of the City of Pontiac, a municipal corporation

Kelley Williams

Printed: Kelley Williams

Its: Superintendent

Acknowledged before me in OAKLAND County, Michigan, on this 2ND day of April, 2014, on behalf of the School District of the City of Pontiac, a municipal corporation, by KELLEY WILLIAMS, its SUPERINTENDENT.

S. Barbara Raby

S. BARBARA RABY, Notary Public

Oakland County, Michigan

Acting in Oakland County, Michigan

My Commission Expires 12.01.2019

Prepared by:
Patricia T. Murphy (P61872)
ITC Holdings Corp.
27175 Energy Way
Novi, MI 48377

When recorded return to:
NSI Consulting & Development
24079 Research Drive
Farmington Hills, MI 48335

4/22/2014

School District of the City of Pontiac

**5,911.05

Five Thousand Nine Hundred Eleven and 05/100*****

School District of the City of Pontiac
47200 Woodward Avenue
Pontiac, MI 48342

easements 2738, 2676

School District of the City of Pontiac

4/22/2014

2028 · Easement Acquisition	541 Bay St., Pontiac, MI 48342	14-22-401-004 6943	4,861.05
2028 · Easement Acquisition	1051 N. Arlene Ave., Pontiac, MI 48340	14-15-151-0	1,050.00

ITC Chase Escrow easements 2738, 2676

5,911.05

1744

School District of the City of Pontiac

4/22/2014

2028 · Easement Acquisition	541 Bay St., Pontiac, MI 48342	14-22-401-004 6943	4,861.05
2028 · Easement Acquisition	1051 N. Arlene Ave., Pontiac, MI 48340	14-15-151-0	1,050.00

PAYMENT
RECORD

ITC Chase Escrow easements 2738, 2676

5,911.05



Bloomfield-Tempest 14-22-401-004



Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise.



L. Brooks Patterson
Oakland County Executive

Date Created: 5/19/2011



1 inch = 200 feet

541 BAY ST PONTIAC MI 48342-1916



beds / full baths / half baths / sq ft

Residential Property Profile

14-22-401-004

Note: Please be advised the data included in Property Gateway originates from multiple local municipalities. Data, in regard to properties, may be classified and updated differently by municipalities. If you have any questions, please contact the local community where the data originated.

Owner Information

Owner(s) : PONTIAC SCHOOL DISTRICT & HERRINGTON SCHOOL

Postal Address : 47200 WOODWARD AVE PONTIAC MI 48342-5008

Location Information

Site Address : 541 BAY ST PONTIAC MI 48342-1916

PIN : 14-22-401-004 Neighborhood Code : CME

Municipality : City of Pontiac

School District : 210 PONTIAC CITY SCHOOLS

Class Code : 402 RES VAC (Includes prior SV-Suburban Vac & ME-Miscellaneous Exempt)

Property Description

T3N, R10E, SEC 22 PART OF NW 1/4 OF SE 1/4 BEG AT PT DIST S 89-55-20 E 150 FT & S 755.68 FT FROM CEN OF SEC, TH S 600.13 FT, TH N 89-47-07 E 1174.26 FT, TH N 00-14-48 W 600.00 FT, TH S 89-48-00 W 1171.68 FT TO BEG, ALSO OF 'ASSESSOR'S PLAT NO. 104' THAT PART OF LOT 37 LYING W OF THE WLY LI OF BAY ST, EXC N 280 FT, ALSO OF 'HERRINGTON HILLS SUB.' LOTS 208 TO 211 INCL 4-20-93 FR 002&427-002&003

Split/Combination Information

Added Status : Added Parcel

Added Date : 04/27/1993 Added From : FR 002&427-002&003

No Sales Since 1994

Tax Information

Taxable Value : State Equalized Value :

Current Assessed Value : Capped Value :

Effective Date For Taxes : 12/01/2010 Principal Residence Exemption : 0%

2009 Taxes Summer : \$0.00 2010 Taxes Summer : \$0.00

Winter : \$0.00 Winter : \$0.00

Village : Village :

Lot Information

Description : LEVEL Area : 16.158 ACRES

SEARCH OF TITLE

UFS Tract No. BF-TP-048.000, BF-WT-049.000

Effective Date: 9/02/2011 at 8:00 AM

REFERENCE NO.: UFS158

Subject to the limitations stated herein, this search consists only of entries recorded in the real estate records in the Office of the Register of Deeds for Oakland County, State of Michigan, affecting land situated in the City of Pontiac, described as follows:

Lot(s) 208, 209, 210 and 211, "Herrington Hills Subdivision" according to the Plat thereof, filed in Liber 80, Page(s) 21, records of Oakland County, State of Michigan, ALSO, That Part of Lot 37, "Assessor's Plat No. 104", according to the Plat thereof, filed in Liber 48, Page(s) 26, records of Oakland County, State of Michigan, described as: beginning at the Southwest corner of said Lot 37; thence North 01 degrees 57 minutes 19 seconds West 378.52 feet; thence North 88 degrees 20 minutes 15 seconds East 200.58 feet to the centerline of proposed Bay Street, as extended; thence, along said centerline, along a curve to the left, radius 800.00 feet, length 279.63 feet, central angle 20 degrees 01 minutes 39 seconds, chord bearing South 08 degrees 03 minutes 30 seconds West 278.22 feet; thence continuing along said centerline, South 02 degrees 04 minutes 54 seconds East 103.52 feet to the South lot line; thence along South lot line South 88 degrees 02 minutes 38 seconds West 152.43 feet to the point of beginning, ALSO Part of the Northwest ¼ of the Southeast ¼ of Section 22, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan, described as: commencing at the center post of said Section 22; thence South 89 degrees 55 minutes 20 seconds East 150.00 feet; thence South 00 degrees 00 minutes 755.68 feet to the point of beginning; thence continuing South, 600.13 feet to the Northwest corner of "Herrington Hills Subdivision"; thence North 89 degrees 47 minutes 07 seconds East 574.26 feet along North line of said subdivision; thence North 00 degrees 14 minutes 48 seconds West 600.0 feet; thence South 89 degrees 48 minutes 00 seconds West 571.68 feet to the point of beginning; ALSO, Part of the Northwest ¼ of the Southeast ¼ of Section 22, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan, described as: beginning North 89 degrees 32 minutes 50 seconds West 1,319.30 feet and South 00 degrees 09 minutes 40 seconds West 750.42 feet from the East ¼ corner of said Section 22; thence North 89 degrees 42 minutes 50 seconds West 600.00 feet; thence South 00 degrees 11 minutes 20 seconds West 600.00 feet; thence South 89 degrees 42 minutes 53 seconds East 600.00 feet; thence North 00 degrees 14 minutes 02 seconds West 216.90 feet; thence North 00 degrees 09 minutes 40 seconds East 383.10 feet to the point of beginning.

CURRENT OWNER:

School District of the City of Pontiac

CONVEYANCES:

Westerly 571/574 +/- feet:

1. Warranty Deed from Admiral Building Co., a Michigan corporation, to School District of the City of Pontiac, recorded 12/15/1967 in Liber 5132 page 403, Oakland County Register of Deeds.

Part Lot 37:

2. Deed from Newman Farms Inc, to School District of the City of Pontiac, recorded 11/15/1956 in Liber 3618 Page 609, Oakland County Register of Deeds.

Lots 208-211:

3. Warranty Deed from Homer B. Porritt and Pauline J. Porritt, his wife, Charles S. Porritt and Elizabeth M. Porritt, his wife, Marie I. Poole and Vivian P. Dempsey, to School District of the City of Pontiac, recorded 01/16/1956 in Liber 3468 Page 677, Oakland County Register of Deeds.

Easterly 600 feet:

4. Warranty Deed from Eckman-Dudley Corporation, a Michigan corporation, to School District of the City of Pontiac, recorded 01/04/1956 in Liber 3463 Page 221, Oakland County Register of Deeds.

THAT unreleased mortgages or liens affecting said real estate are not included in this report.

THAT there are no easements, rights of way, agreements or restrictions affecting said real estate, EXCEPT:

Need assistance? Call Vanguard Customer Service at 248-643-9300 or email at customerservice@vgtitle.com

5. Easement for underground utility purposes and the terms and conditions contained in instrument recorded in Liber 5363 page 480, Oakland County Register of Deeds.
6. Utility Easement(s) as reserved in warranty deed recorded in Liber 5132 Page 4403, Oakland County Register of Deeds.
7. Restrictions and any other terms, covenants, conditions, agreements, obligations and easements disclosed by instrument recorded in Liber 3401 Page 243, in Liber 3407 Page 246 and in Liber 3459 Page 124, Oakland County Register of Deeds. (Lots 208-211, Herrington Hills Subdn)
8. Easements disclosed by the subdivision plat – 10 foot private easement at westerly lot line reserved for public utilities. (Lots 208-211, Herrington Hills Subdn)
9. Right of Way in favor of the Detroit Edison Company and the terms and conditions contained in instrument recorded in Liber 22 MR, Page 314, Oakland County Register of Deeds.

TAXES:

Taxes are EXEMPT

Tax Parcel Identification: 14-22-401-004

Property Address: 541 Bay St., Pontiac, MI 48342

2011 State Equalized Value: \$ -0-

NO LIABILITY is assumed for any matters not specifically set forth herein.

IMPORTANT NOTICE

THIS SEARCH IS NOT AN ABSTRACT OF TITLE OR OPINION OF TITLE, NOR DOES IT PROVIDE ANY TITLE INSURANCE COVERAGE. THE SEARCH IS FURNISHED TO THE APPLICANT FOR REFERENCE PURPOSES FOR THE APPLICANT'S USE ONLY. IT MAY NOT BE RELIED UPON AS EVIDENCE OF TITLE OR USED FOR DUE DILIGENCE INQUIRY UNDER ANY FEDERAL OR STATE ENVIRONMENTAL LEGISLATION. IF TITLE INSURANCE COVERAGE IS DESIRED, THE APPLICANT SHOULD REQUEST A COMMITMENT FOR A POLICY OF TITLE INSURANCE; IF INFORMATION IS NEEDED FOR DUE DILIGENCE INQUIRY, THE APPLICANT SHOULD REQUEST A RECORDED DOCUMENT GUARANTEE. BY REQUESTING AND ACCEPTING THIS SEARCH, WHICH IS FURNISHED AT A REDUCED RATE, THE APPLICANT AGREES THAT THE LIABILITY OF THE COMPANY FOR ERRORS AND/OR OMISSIONS HEREIN SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SEARCH.

VANGUARD TITLE AGENCY

By: _____

Need assistance? Call Vanguard Customer Service at 248-643-9300 or email at customerservice@vgtitle.com

BOOK 5182 PAGE 413

ST. CLAIR

Utility
Esmt

Lawyers Title Insurance Corporation

WARRANTY DEED-CORPORATE
Act 187 P. A. 1901-M.S.A.

KNOW ALL MEN BY THESE PRESENTS: That Admiral Building Co., a Michigan Corporation
of 18628 W. Ten Mile Road, Southfield, Michigan
Conveys and Warrants to School District of the City of Pontiac, a Municipal Corporation

whose Street Number and Post Office address is 350 East Wide Track Drive, Pontiac, Michigan

the following described premises situated in the City of Pontiac County of Oakland
and State of Michigan, to-wit: A parcel of land located in the N. W. 1/4 of the S. E. 1/4 of Section 22
Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan, said parcel bounded
Commencing at the center Post of said Section 22 and extending S. 89° 55' 20" E. 100.00 feet
along the East-West 1/4 line, thence S. 0° 00' 755.68 feet along the E. Right-of-Way line of the
Grand Trunk Railroad to the point of beginning; thence continuing S. along said Right-of-Way
line 600.13 feet to the N. W. corner of "Herrington Hills Subdivision", thence N. 0° 00' 00"
E. 574.25 feet along the N. line of said Subdivision, thence N. 0° 14' 40" W. 500.00 feet to the
S. 89° 40' 00" W. 571.68 feet to the point of beginning, reserving the N. 30 feet of said
Easements.

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining

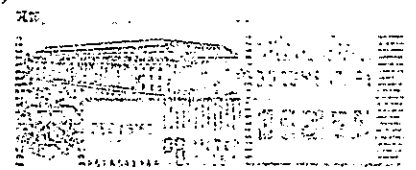
and other valuable considerations;
assessments, right-of-way and restrictions of record.

Dated this 15th day of December 1908
Signed, Seal and Delivered in Presence of:

Ernest A. Bennett
Ernest A. Bennett

Eward A. Maier
Eward A. Maier

ADMIRAL BUILDING CO., a Mich.
18628 W. Ten Mile Road, Southfield, Mich.
Joseph Brenner - President



In the STATE OF MICHIGAN, COUNTY OF Oakland
Subscribed and sworn to before me this 15th day of December 1908
by Joseph Brenner

To the personally known, who being by me sworn, did depose and say that he is the President of the Admiral Building Co., a Michigan Corporation, and that the deed above described was executed and signed in behalf of said corporation, in presence of the following named persons:
Joseph Brenner

My commission expires Jan. 19 1908
Notary Public
Frank W. Cairnes

Witness my hand and seal of office this 15th day of December 1908
at Pontiac, Michigan
Notary Public
Frank W. Cairnes

Lawyers Title Insurance Corporation
30135

Notary Public
Frank W. Cairnes

5-10
+2
LIBER 3618 PAGE 609
10-15-56 PAID 9 6 9

LIBER 3618 PAGE 609

1000-2-40
Charles A. [Signature]
10427836
MAY

This Indenture,

made this 31st day of May, 1956

in the year of our Lord one thousand nine hundred and fifty-six
BETWEEN NEWMAN FARMS, INC. of the City of Detroit, County of Wayne and State of Michigan, a corporation organized and existing under and by virtue of the laws of the State of Michigan, party of the first part, and SCHOOL DISTRICT OF THE CITY OF PONTIAC, a Municipal Corporation, of Pontiac, Michigan, party of the second part,
40 Patterson Street

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Thirty-five Hundred Fifty and no/100 (\$3550.00) Dollars, to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted bargained, sold, remised, released, aliened and confirmed, and by these presents does grant, bargain sell, remise, alien, release and confirm unto the party of the second part, and to its successors, heirs and assigns, Forever, all that certain piece or parcel of land, situate, lying and being in the City of Pontiac, County of Oakland, State of Michigan, known and described as follows, to-wit:

That part of Lot Thirty-seven (37) in ASSESSOR'S PLAT 104, as recorded in Liber 48, Page 26, Plats, Oakland County Records, described as beginning at the Southwest corner of said Lot 37, and proceeding thence along the West lot line N. 1°57'19" W. 378.52 feet; thence, N. 88°20'15" E. 200.52 feet to the center line of proposed Bay Street as extended; thence, along said center line of proposed street along a curve to the left, radius 800.6 feet, length 279.63 feet, central angle, 20°01'39", chord bearing S. 8°03'30" W. 273.22 feet; thence, continuing along said center line of street S. 2°04'54" E. 103.52 feet to the South lot line; thence along said South lot line S. 88°02'36" W. 152.43 feet to the point of beginning;

Excepting and reserving unto the party of the first part herein the easterly 30 feet of the above described lands to be used for public road purposes.

The party of the second part, by its acceptance hereof, agrees as follows.

In the event that improvements, consisting of sewers, water mains, roadway improvements and sidewalks, or any of them, shall in the future be installed by the City of Pontiac, its successors or assigns, on or in the above reserved and excepted easterly 30 feet of the land herein conveyed, and the party of the first part is assessed for or obligated to pay for such improvement, the party of the second part shall pay its proportionate and fair share of the costs of any and all such improvements.

Subject to any building or use restrictions of record and excepting therefrom any part now used and/or deeded for highway purposes, and subject to any public utility or easements now in use or of record, and subject further to the following restrictions upon the use of the said lands: No building shall be erected nearer than 22 feet from the center of the road upon which the premises front; no outside toilets shall be erected or maintained; all buildings erected upon the premises shall be finished and painted on the outside; plans for all buildings to be erected on the premises shall be submitted to first party for approval; Together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining; and the reversion or reversions, remainder or remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above-bargained premises, with the said hereditaments and appurtenances; to HAVE AND TO HOLD the premises as before described, with the appurtenances, unto the said party of the second part, its successors, heirs and assigns, Forever. And the said party of the first part, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the said party of the second part, its successors, heirs and assigns that the said party of the first part, has not heretofore

Ray Stambaugh
10-15-56

18860

56
November 15, 1956 3.3618 P. 609-610

3618 610

done or committed any act, matter, or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are or shall be charged or encumbered in title, estate or otherwise howsoever, except as hereinbefore subjected or excepted.

Subject to all encumbrances of any kind or nature that may have accrued on or after the date of a land contract pursuant to which this land is delivered:

In Witness Whereof, the said NEWMAN FARMS INC. has caused these presents to be signed in its name by its President and Secretary and sealed with its corporate seal, the day and year first above written.

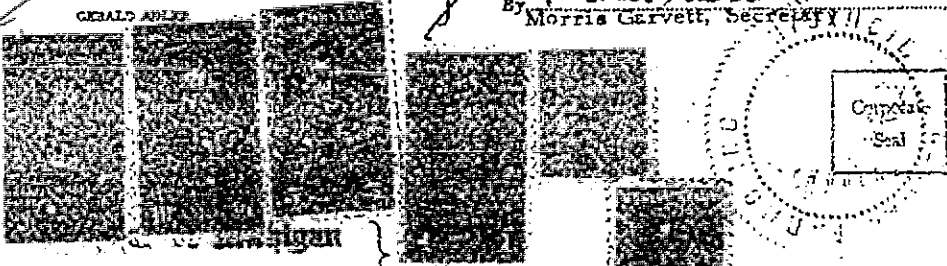
Signed, sealed and delivered in the presence of

Marie T. Doi
Marie T. Doi

NEWMAN FARMS INC.

Louis Savage
By LOUIS SAVAGE, President

Morris Carvett
By MORRIS CARVETT, Secretary



COUNTY OF WAYNE

On this 11th day of May in the year of our Lord one thousand nine hundred and fifty-six before me, a Notary Public in and for said County, appeared Louis Savage and Morris Carvett to me personally known, who being by me sworn, did each for himself say that they are respectively the President and Secretary of Newman Farms Inc. the corporation named in and which executed the within instrument, 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 said Louis Savage and Morris Carvett acknowledged said instrument to be the free act and deed of said corporation.

Gerald Adler
GERALD ADLER

Notary Public, Wayne County, Michigan

My commission expires April 10, 1960.

DEED

NEWMAN FARMS INC.
A Michigan Corporation
FENCHSCOT BLDG., DETROIT, MICH.

Schoon at the City of
Pontiac Municipal Corporation,
Pontiac Michigan
40 DAY Post
REGISTERS OFFICE
Wayne County, Michigan

This instrument was presented and received for record this 11th day of May 1956 at 10:00 AM of 1956 and recorded in 1956 of 1956 at 11:15 PM of 1956 on page 11

Return to: Ludley & Patterson
1307 Pontiac State Bank Bldg.
Pontiac, Michigan

November 15, 1956
3618 P. 611

3-10
27
LIC 3463 PAGE 221

KNOW ALL MEN BY THESE PRESENTS: That ECKMAN-DUDLEY CORPORATION, A MICHIGAN CORPORATION

has for its office address in the City of Pontiac, Michigan
and State of Michigan, to-wit: Oakland

Lots 208 to 311 both inclusive



TITLE INSURANCE - ABSTRACTS - ESCROWS

together with all and singular the payments, benefits and appertinences thereto belonging or in anywise appertaining
for the sum of
and other valuable considerations
subject to

13th
of the County of Wayne
Gladys Pond
Jane Stephens

1938 JAN 4 PM 1 55
SIGNED AND SEALED
ECKMAN-DUDLEY CORPORATION
Richard A. Coleman, President
Harold R. McKim, Secretary

IN THE STATE OF MICHIGAN, COUNTY OF Wayne
day of December 13th
at Pontiac, Michigan
Richard A. Coleman and Harold R. McKim

they are the President and the Secretary, respectively
of the Eckman-Dudley Corporation
and that the said instrument is the true and correct copy of the original instrument as the same was signed and sealed in behalf of said corporation by authority of its board of directors.

February 13th A. D. 1938
Notary Public
Wayne County, Michigan
Register of Deeds Office

164
40
Chas. Sp...
1938

Jan 4 1938
K...
1938

3006

2-10/2

LIB 3468 PAGE 677

THE "GODD" LINE OF LEGAL BLANKS THE NICOLE PRESS, FLINT, MICHIGAN

WARRANTY DEED - Short Form

3005

This Indenture, Made this 15th day of January

in the year of our Lord one thousand nine hundred and 1956

BETWEEN Robert L. Forritt and Lebbie L. Forritt, his wife; and Marie L. Foote and Verlin L. Bennett

of the first part, and the School District of the City of Pontiac, Michigan

of the second part,

Witnesseth, That the said part 1st of the first part, for and in consideration of the sum of One dollar and other valuable consideration Dollars,

to be in hand paid by the said part 2nd of the second part, the receipt whereof is hereby confessed and acknowledged, do hereby these presents grant, bargain, sell, remise, release, alien and confirm unto the said part 1st of the second part, and his heirs and assigns, FOREVER, all of certain piece or parcel of land situate and being in the City of Pontiac, Michigan, County of Oakland and State of Michigan, and described as follows, to-wit: Part of the land of Robert L. Forritt, Lebbie L. Forritt, Marie L. Foote and Verlin L. Bennett, being a point on the east 1/2 line section 17, T12N, R10E, S12W, Michigan Township, Oakland County, Michigan, containing a distance of 100.00 feet on the east 1/2 line of section 17, from the east corner said section 17 to a point of bearing N 10-12-00 W for a distance of 100.00 feet; a line of bearing S 75-15-00 E for a distance of 100.00 feet; a line of bearing S 10-12-00 W for a distance of 100.00 feet; a line of bearing N 10-12-00 W for a distance of 100.00 feet to the east 1/2 line section 17; a line of bearing S 10-12-00 W for a distance of 100.00 feet to the point of beginning. Containing 3.00 acres, more or less.

and assigns, FOREVER, all of certain piece or parcel of land situate and being in the City of Pontiac, Michigan, County of Oakland and State of Michigan, and described as follows, to-wit: Part of the land of Robert L. Forritt, Lebbie L. Forritt, Marie L. Foote and Verlin L. Bennett, being a point on the east 1/2 line section 17, T12N, R10E, S12W, Michigan Township, Oakland County, Michigan, containing a distance of 100.00 feet on the east 1/2 line of section 17, from the east corner said section 17 to a point of bearing N 10-12-00 W for a distance of 100.00 feet; a line of bearing S 75-15-00 E for a distance of 100.00 feet; a line of bearing S 10-12-00 W for a distance of 100.00 feet; a line of bearing N 10-12-00 W for a distance of 100.00 feet to the east 1/2 line section 17; a line of bearing S 10-12-00 W for a distance of 100.00 feet to the point of beginning. Containing 3.00 acres, more or less.

RECORDED IN THE REGISTER OF DEEDS OF OAKLAND COUNTY MICHIGAN JAN 15 1956



4138

Marie L. Foote

Deed to be recorded in the Register of Deeds of Oakland County, Michigan, No. 3468



Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold the said premises, as herein described, with the appurtenances, unto the said part 1st of the second part and to his heirs and assigns, FOREVER. And the said part 1st of the first part, his heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said part 2nd of the second part that at the time of the sealing and delivery of these presents well s-lved of the above granted premises in fee simple; that they are free from all incumbrances whatever

Jan 16, 1956 2:34 PM

Jan 16 1956 of 3468 P

1956

LIBER 3468 PAGE 678

and that ... will, and ... heirs, executors, administrators ... shall Warrant and Defend the same against all lawful claims whatsoever.



In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

F. C. Foote
F. C. Foote

W. J. ...
W. J. ...

James J. ...
James J. ... [L. S.]
Pauline J. ...
Pauline J. ... [L. S.]
Charles S. ...
Charles S. ... [L. S.]
Elizabeth M. ...
Elizabeth M. ... [L. S.]
Marie L. ...
Marie L. ... [L. S.]
Vivian P. ...
Vivian P. ... [L. S.]

STATE OF MICHIGAN,

County of ...

On this ... day of ... in the year one thousand nine hundred and ... before me, ... in and for said County, personally approved ...

to me known to be the person ... described in and who executed the within instrument, who ... acknowledged the same to be ...

Notary Public

Notary Public, ... County, Michigan.

My commission expires ... 19...

Where reference is made to corporation or partnership, the following may be inserted, "or successors," and draw a line through the word "or successors."

WARRANTY DEED
SHORT FORM

II

REGISTRAR'S OFFICE

This instrument was presented and received for record this ... day of ... A. D. 19 ... at ... o'clock, M., and recorded in Liber ... of Deeds, on Page ... as a proper certificate was furnished in compliance with Section 3957, Compiled Laws of 1897.

Register of Deeds.

Jan 16, 1956 of 3468 P

LIB 5363 PAGE 480

69

35267

175-4

MAY 26 1969

LIB 5363

P

480-489

LAW OFFICES HYMAN, GURWIN, NACHMAN, FRIEDMAN & WEINGARDEN • 1400 FIRST NATIONAL BUILDING • DETROIT, MICHIGAN 48226 • 313 / 983-6800

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that THE SCHOOL DISTRICT OF THE CITY OF PONTIAC, whose address is 350 East Wide Track Drive, Pontiac, Michigan, is the owner of a certain parcel of property described hereinafter: and

WHEREAS, ADMIRAL BUILDING COMPANY, a Michigan corporation, is desirous of obtaining an easement from said owner:

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and in performance of the understandings of the parties hereto, said THE SCHOOL DISTRICT OF THE CITY OF PONTIAC does hereby grant the right and easement to said ADMIRAL BUILDING COMPANY, a Michigan corporation, its heirs, assigns, successors, and its occupants, invitees, tenants and customers, to use said property described hereinafter for the purposes herein set forth:

An easement for underground utility purposes in property located in the City of Pontiac, Oakland County, Michigan:

A fifty (50) foot wide utility easement located in the Northwest one-quarter of the Southeast one-quarter of Section 22, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan. Said easement centerline described as:

Commencing at the center post of said Section 22 and extending south 89°55'20" East, 150.00 feet along the East - West quarter line, thence South 755.68 feet along the East right-of-way line of the Grand Trunk Railroad; thence North 89°48'00" East, 234.00 feet to the point of beginning; thence South 0°04'40", West, 574.87 feet; thence North 89°47'07" East, 316.22 feet parallel to the North line of "Herrington Hills Sub"; thence South 0°14'48" East, 25.00 feet on the centerline of Lynch Street extending to the North line of said subdivision. Being the point of ending.

The rights and easements herein described shall run with the land and shall be perpetual, and shall be binding upon the heirs, assigns and successors of THE SCHOOL DISTRICT OF THE CITY OF PONTIAC, and shall inure to the benefit of ADMIRAL BUILDING COMPANY, its heirs, assigns, successors, and its occupants, tenants, invitees and customers.

158
4/59

L 22MR-314

294750

Edwin Porritt and
Mable E. Porritt,

Right of Way. \$1.
& o v cs.
Mar. 15, 1929
Mar. 15, 1929
May 6, 1929.

To
The Detroit Edison Company,

First pties hereby grant permission to The Detroit Edison Company, its succs and assigns, to construct, operate and maintain during its corporate life, its lines for electric light and power, including the necessary poles, fixtures, wires and equipment and including also the right to trim any trees along sd lines, so as to keep the wires clear by at least 6 ft, upon, over and across their prop located in C of Pontiac, Co of O, St of Mich, and desc'd as folls:

The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec 22, T 3 N R 10 E.
The route of the lines shall be as folls:
over.

In a Nly and Sly direction across sd ld along 4 ft E of and adjacent to the E Right of Way line of the Grand Trunk Belt line across sd ld.

The Company shall reimburse 1st pties for all damage to growing crops, bldgs or fences, caused by its men and teams and trucks in entering sd prop for the purps set forth herein.

Upon 30 days written notice, the Company shall make such changes and alterations in the sd lines as shall be necessary at the time to avoid interference with any improvements or bldgs in course of erection on sd prop.

In addition to the above consideration, the Company shall pay 1st pties the sum of No Dollars for each pole on sd ld, the same to be pd bef any poles are erected.

Mable E. Porritt ackd as wife of Edwin Porritt.

(Accepted)

The Detroit Edison Company
By A. C. Marshall, Vice-Pres.

X. 74

Richard A. Coleman, a single man,
as to
Herrington Hills Subdivision.

See page 10. Check with
11 MASTER PLAT
Protective Covenants,
Liber 3401, Page 243,
Oakland County Records.
Dated August 16, 1955.
Acknowledged September 9, 1955.
Recorded September 13, 1955.
Register No. 61619.

*Restrictions indicating a preference, limitation or
discrimination based on race, color, religion, sex, handicap,
familial status, or national origin are hereby deleted to the
extent such restrictions violate 42 USC 3604(c).*

PART A. PREAMBLE. This Declaration, made this 16th day of August,
1955, by Richard A. Coleman, a single man, land contract vendee,
hereinafter called the Declarant.

Witnesseth: Whereas, Declarant is purchasing the real property described
below under land contract from Edward Shaw Company, a Michigan corporation,
the fee titleholder, and is desirous of subjecting the real property
described below to the restrictions, covenants, reservations, easements,
liens and charges hereinafter set forth, each and all of which is and
are for the benefit of said property and for each owner thereof, and
shall inure to the benefit of and pass with said property, and each and
every parcel thereof, and shall apply to and bind the successors in
interest, and any owner thereof;

Now, therefore, said Declarant hereby declares that the real property
described below is and shall be held, transferred, sold and conveyed subject
to the conditions, restrictions, covenants, reservations, easements, liens
and charges hereinafter set forth.

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held and shall be conveyed,
transferred and sold subject to the conditions, restrictions, covenants,
reservations, easements, liens and charges with respect to the various
portions thereof set forth in the various clauses and subdivisions of
this Declaration is located in the City of Pontiac, State of Michigan,
and is more particularly described as follows, to-wit: Herrington Hills
Subdivision, a part of the southeast quarter of Section 22, town 3 north,
range 10 east, City of Pontiac, Oakland County, Michigan, as recorded in
Liber 80, Page 21 and 22, Oakland County Register of Deeds Office.
No property other than that described above shall be deemed subject to
this Declaration, unless and until specifically made subject thereto.

GENERAL PURPOSES OF CONDITIONS

The real property described is subject to the covenants, restrictions,
conditions, reservations, liens and charges hereby declared to insure
the best use and the most appropriate development and improvement of each
lot thereof; to protect the owners of building sites against such improper
use of surrounding building sites as will depreciate the value of their
property; to preserve, so far as practicable, the natural beauty of said
property; to guard against the erection thereon of poorly designed or
proportioned structures, and structures built of improper or unsuitable
materials; to obtain harmonious color schemes; to insure the highest
and best development of said property; to encourage and secure the
erection of attractive homes thereon, with appropriate locations thereof
on building sites; to prevent haphazard and inharmonious improvement
of building sites; to secure and maintain proper setbacks from streets,
and adequate free spaces between structures; and in general to provide
adequately for a high type and quality of improvement in said property,
and thereby to enhance the values of investments made by purchasers of
building sites therein.

PART B. AREA OF APPLICATION. The residential area covenants in part C
in their entirety shall apply to lots numbered 1 through 379 of Herrington
Hills Subdivision.

PART C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE.

No lot shall be used except for single family residential purposes. No
building shall be erected, altered, placed, or permitted to remain on any
lot other than a detached one-family dwelling not to exceed one and one-half
stories in height and a private garage for not more than two cars.

C-2. ARCHITECTURAL CONTROL.

No building shall be erected, placed, or altered on any lot until the
construction plans and specifications and a plan showing the location of
the structure have been approved by the architectural control committee

as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography, and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part D.

C-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$8,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet for a one-story house with a basement nor less than 650 square feet on ground floor and 325 square feet for second floor living area for a one and one-half story dwelling with a basement.

C-4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. The sum of both side yards of an interior lot where the garage is detached shall be not less than 14 feet. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

With written approval of the Architectural Control Committee, a one-story attached garage may be located nearer to a street than above provided, but not nearer than 25 feet to any street line, where in the opinion of said committee the location and architectural design of such proposed garage will not detract materially from the appearance and value of other properties. Furthermore, under similar conditions and approval, a dwelling may be located nearer to a street than above provided, but not nearer than 15 feet to any street line.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5000 square feet.

C-6. EASEMENTS. Easements for planting screens and installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

C-7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, except for signs used by a builder to advertise the property during the construction and sales period.

C-10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shallow wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-11. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred

or maintained for any commercial purpose.

C-12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary conditions.

C-15. PROTECTIVE SCREENING. Protective screening areas are established as shown on the recorded plat, including a ten foot strip of land on the residential lots along the Grand Trunk Railway right-of-way; and Featherstone Road Lot #12 to Lot #3 inclusive. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", planting, fences or walls shall be maintained throughout the entire length of such area by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the areas shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

C-16. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The architectural control committee is composed of Richard A. Colgman until September 1, 1958 or until he resigns or in event of his death, whichever date is sooner, at which time a majority of the property owners may elect a committee. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E. GENERAL PROVISIONS

E-1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Signed and acknowledged on September 9, 1955 also by Edward Shaw Company, a Michigan Corporation, the fee titleholder, by Norman Weisman, President and Cyril J. Armstrong, Secretary.

Executed by the authority of its Board of Directors.

Richard A. Coleman, Vendee, and
Edward Shaw Company, Vendor,
as to
Herrington Hills Subdivision,
a part of the southeast quarter
of Section 22, town 3 north,
range 10 east, City of Pontiac,
Oakland County, Records.

80-26, 2a
Addenda to Protective Covenants.
Liber 3407, Page 246,
Oakland County Records.
Dated September 19, 1955.
Acknowledged September 19, 1955.
Recorded September 22, 1955.
Register No. 64327.

This addenda is to become a part of the protective covenants covering the above captioned subdivision which were dated August 16, 1955, and are in full force and effect. The following shall be added thereto and become a part thereof and shall supersede anything to the contrary previously contained therein.

C-4a. Building Location: No building shall be located on any lot nearer than 25 feet to any side street line, except on those corner lots which are back to back, in which instance the set back from the side street line shall be 15 feet, and the required garage set back on said corner lots shall conform to the above dwelling set back, as the case may be.

Signed and acknowledged by Norman Weisman, President, and Cyril J. Armstrong, Secretary.
Executed by authority of its Board of Directors.

"Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(b)."

80-2/2a

Edward Shaw Company, a Michigan Corporation; Maurer-Neafie Corporation, a Michigan Corporation; Michael Wartell and Mary Wartell, his wife, Kuhn-Boyd Corporation, a Michigan Corporation; D & R Building Corporation, a Michigan Corporation; Eckman-Dudley Corporation, a Michigan Corporation; R. C. M. Building Company, a Michigan Corporation; Bay-Moore Corporation, a Michigan Corporation; Northtown Construction Company, a Michigan Corporation; The Detroit Bank, a Banking Corporation; and Fred R. Kissling, a single man; as to Herrington Hills Subdivision.

Modification of Protective Covenants. Liber 3459 Page 124, Oakland County Records. Dated December 19, 1955. Acknowledged December 20, 1955. Acknowledged December 21, 1955. Acknowledged December 22, 1955. Recorded December 22, 1955. Register No. 87125.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

Whereas on August 16, 1955, Richard A. Coleman, land contract vendee of the following described premises, to wit: "Herrington Hills Subdivision", a part of the southeast quarter of Section 22, town 3 north, range 10 east, City of Pontiac, Oakland County, Michigan, recorded in Liber 80, Pages 21 and 22 of Plats, Oakland County Records;

subjected said premises to certain building restrictions and protective covenants as recorded in Liber 3401 on Page 243 and Liber 3407, Page 246, Oakland County Records; and

Whereas it is the desire of the present parties in interest to modify said protective covenants and restrictions to permit the use of certain lots for school purposes, and

Whereas the parties hereinafter named are owners, vendees under land contracts, mortgagees or other interests in the following described lots in "Herrington Hills Subdivision", to wit:

1. Edward Shaw Company, a Michigan Corporation, Lots 1 to 379, both inclusive.
2. Maurer-Neafie Corporation, a Michigan Corporation, and Michael Wartell and Mary Wartell, his wife, - Lots 1 to 12 both inclusive, 14 to 26, both inclusive, 37 to 60, both inclusive, 118 to 189, both inclusive, and 190 to 201, both inclusive.
3. Kuhn-Boyd Corporation, a Michigan Corporation, and D & R Building Corporation, a Michigan Corporation, - Lots 221 to 266, both inclusive, 338 to 372, both inclusive.
4. Eckman-Dudley Corporation, a Michigan Corporation, and R. C. M. Building Company, a Michigan Corporation - Lots 27 to 36, both inclusive Lots 61 to 117, both inclusive, and 202 to 211, both inclusive.
5. Bay-Moore Corporation, a Michigan Corporation, and Northtown Construction Company, a Michigan Corporation, - Lots 212 to 220, both inclusive, 267 to 337 both inclusive, and 373 to 379, both inclusive.
6. The Detroit Bank, a Banking Corporation - Lots 331 and 332,
7. Fred R. Kissling, Lot 13.

Now therefore, in consideration of the mutual benefits and other valuable considerations to the respective parties hereto, IT IS AGREED AS FOLLOWS:

That part (b) of said protective covenants be modified and amended to read as follows:

Part (b) AREA OF APPLICATION. The residential area covenants in Part (b) in their entirety shall apply to lots numbered 1 through 379 of Herrington Hills Subdivision, excepting lots 208, 209, 210 and 211 of said subdivision, which may be used for school purposes.

Edward Shaw Company signed and acknowledged by Norman Weisman, President and Cyril J. Armstrong, Secretary.

Executed by the authority of its Board of Directors.

Maurer-Neafie Corporation signed and acknowledged by Richard A. Coleman (who acknowledged as President) and Harold R. McKim, (who acknowledged as Secretary). Executed by the authority of its Board of Directors.

Kuhn-Boyd Corporation signed and acknowledged by Richard A. Coleman, (who acknowledged as President) and Harold R. McKim, (who acknowledged

X School

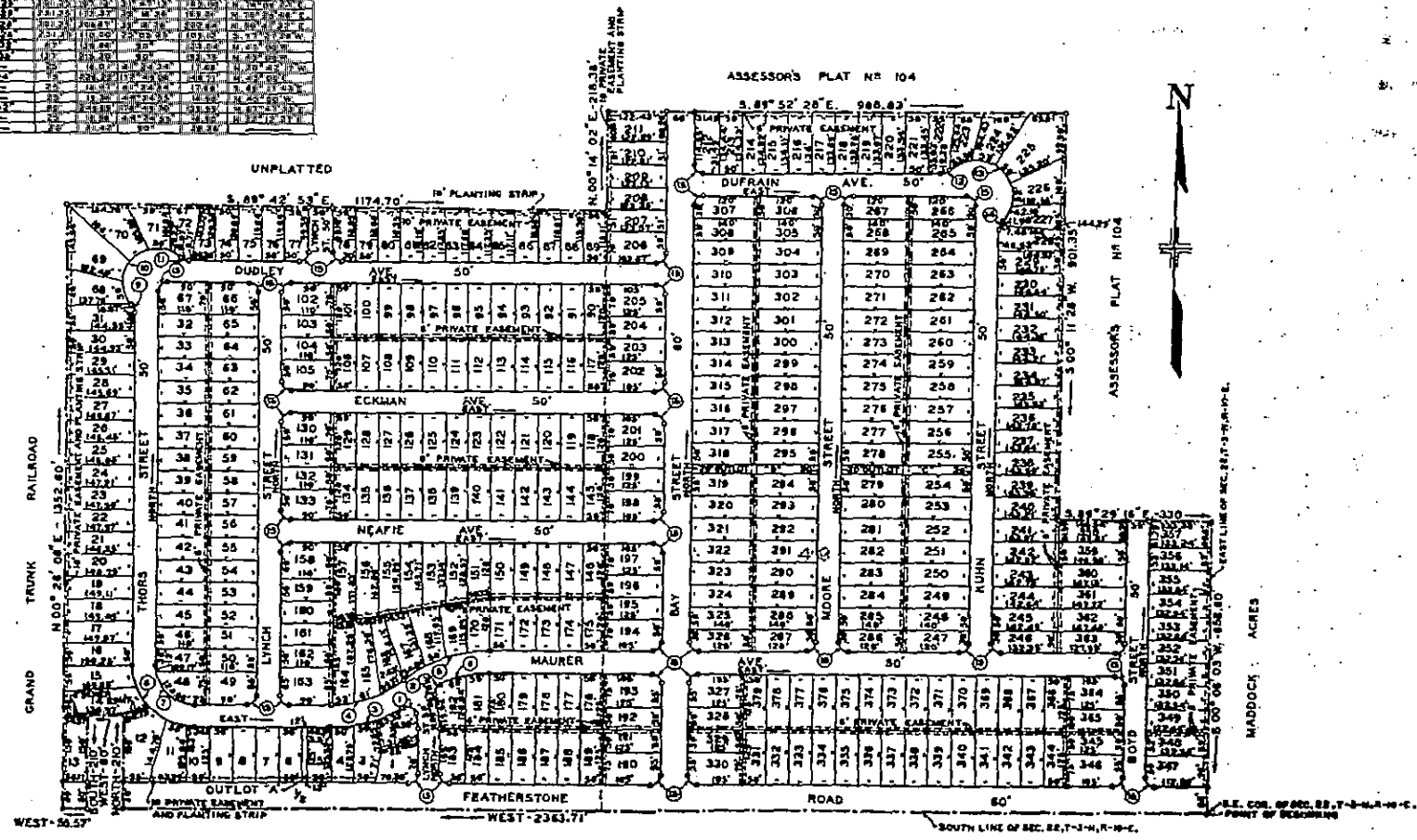
"HERRINGTON HILLS SUB."

A PART OF THE S.E. 1/4 OF SEC. 22, T-3-N, R-10-E,
CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN.

SCALE - 1" = 150'
NOVEMBER 1954

CURVE DATA				
DEGREE OF CURVE	RADIUS	ARC	CENTRAL ANGLE	BEARING OF LONG CHORD
1	150	150	180	180° 00' 00"
2	150	150	180	180° 00' 00"
3	150	150	180	180° 00' 00"
4	150	150	180	180° 00' 00"
5	150	150	180	180° 00' 00"
6	150	150	180	180° 00' 00"
7	150	150	180	180° 00' 00"
8	150	150	180	180° 00' 00"
9	150	150	180	180° 00' 00"
10	150	150	180	180° 00' 00"
11	150	150	180	180° 00' 00"
12	150	150	180	180° 00' 00"
13	150	150	180	180° 00' 00"
14	150	150	180	180° 00' 00"
15	150	150	180	180° 00' 00"

NOTE:
ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.
CURVE DISTANCES SHOWN ARE MEASURED ALONG ARC OF CURVE.
ALL OF LOT 49 OF ASSESSOR'S PLAT 104 SHOWN AS DOTTED LINES.



MADDOCK : ACRES

36660

S.E. COR. OF SEC. 22, T-3-N, R-10-E.
POINT OF BEGINNING

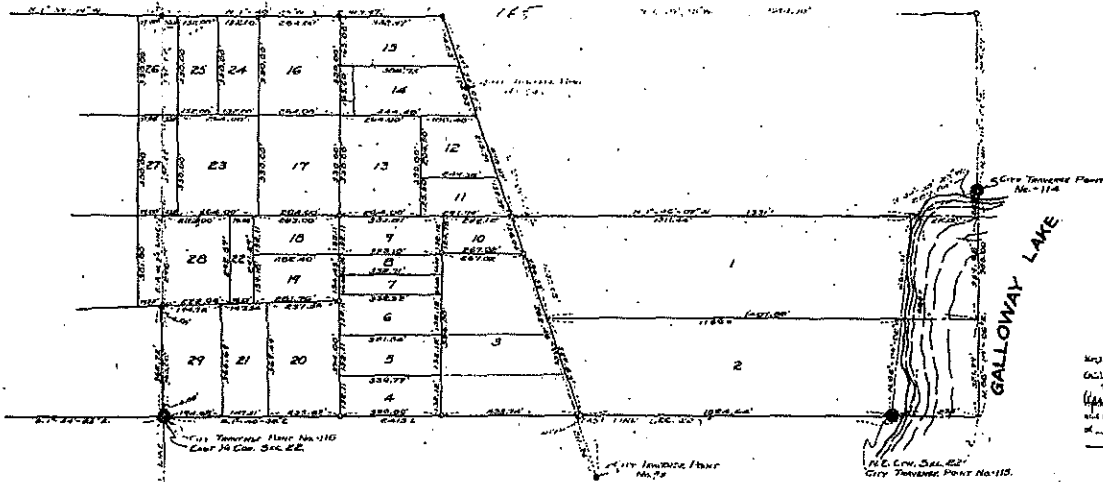
ORIGINAL

Sheet 1 of 2 Sheets 26

ASSESSOR'S PLAT NO. 104

PART OF THE E 1/2 OF SEC. 22, T. 3N, R. 10E, CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN.

NOTE: All measurements and lines on this and adjacent sheets are to be taken as shown. All lines are shown as shown. All lines are shown as shown.



INDICATION
APPROVED BY THE BOARD OF TAX COMMISSIONERS
I, the Assessor of the City of Pontiac, Oakland County, State of Michigan, in compliance with Section 2150, Compiled Laws of 1915 as amended, having been duly authorized by the City Commission, have caused the plat attached to be prepared, laid out and placed to be shown as Assessor's Plat No. 104 of the City of Pontiac, Michigan and that the streets and lots shown on said plat are hereby declared as shown on said plat.

[Signature]
Assessor of City of Pontiac

[Signature]
Clerk

State of Michigan }
County of Oakland }
I, the 12 day of March, 1927
before me a Notary Public for said County, personally came the above named [Name] Assessor of the City of Pontiac, Michigan, known to me to be the person named and the above powers, and a true copy of the same to be taken and the same to be filed in my office.

[Signature]
Notary Public

CERTIFICATE OF APPROVAL
BY THE BOARD OF COUNTY AUDITORS
Approved by the Board of County Auditors of the said County, Michigan, this 26 day of March, 1927.

[Signature]
Edward [Name]
Clerk

SURVEYOR'S CERTIFICATE
I hereby certify that the plat herein designated is a correct one and that permanent monuments, subsisting at least both before and after the date hereon set in a true concrete corner, and have been placed at points marked thereon, and as shown thereon at all angles in the boundaries of the land plotted, and at other points of survey, and as shown thereon.

[Signature]
Reg. Civil Engineer