

1980 JUN -4 PM 10:22

LIBER NO. 412 PAGE NO. 126  
MAURICE O. TURNBULL  
REGISTER OF DEEDS  
SANILAC COUNTY, MICHIGAN

## Right-of-Way Grant

KNOW ALL MEN BY THESE PRESENTS, THAT LaWayne Thompson, Arnold Kettlewell and Joseph Koenan of 91 N. Howard St., Croswell, Michigan (Att. S. & G. Men) hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other valuable considerations to them in hand paid, the receipt of which is hereby acknowledged, hereby grant, convey and warrant to SOUTHEASTERN MICHIGAN GAS COMPANY, a Michigan corporation, its successors and assigns, the easement of right of way to lay, construct, test, maintain, inspect, alter, repair, replace, operate and remove pipe lines for the transportation of natural gas and all drips, gates and other appurtenances necessary for the maintenance and operation of said lines and for the transportation of natural gas therein, and the Grantee, its successors and assigns, are granted the right of ingress and egress to and from said pipe lines for the purpose of inspection, construction, repairing, operating, changing the size of or removing the same together with the right of removal of such at will in whole, or in part, from, on, over and through the following described premises in the City of Croswell County of Sanilac and State of Michigan, to-wit:

NORTH 21 FEET of lot 21, all of lot 22, south 18 ft of lot 23, Block 6, according to the map of the City of Croswell, known as Gas Pass, Mill and Gravel Plot of Croswell as recorded in Liber 1 of Plats, page 6, Sanilac County Records.

TO HAVE AND TO HOLD said easement, rights and right of way unto Southeastern Michigan Gas Company, its successors and assigns; and Grantors, for themselves, their successors and assigns, covenant and agree no permanent structures, except fences, shall be maintained within twenty (20) feet of the pipe lines installed hereunder without written consent of Grantee.

All pipe lines laid under this grant shall be buried to a proper depth so as not to interfere with the ordinary cultivation of said lands or the theretofore established drainage systems thereon. The Grantee hereby further agrees to pay all damage which may arise to crops and fences of Grantors caused by the laying, maintaining, replacing or removing of said pipe lines. If the amount of such damage is not mutually agreed upon, the same shall be ascertained and determined by three (3) disinterested persons, one to be appointed by the Grantors, one to be appointed by the Grantee, and the third to be chosen by the two so appointed. The written award of such three persons shall be final and conclusive.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto, and it is understood that this agreement cannot be changed in any way except in writing, signed by the Grantors and a duly authorized agent of the Grantee.

IN WITNESS WHEREOF the Grantors have hereunto set their hands and seals on this 7th day of May, A.D., 1980

Witnesses:

LaWayne Thompson (L.S.)  
Arnold Kettlewell (L.S.)  
Joseph Koenan (L.S.)  
Ralph Kettlewell (L.S.)  
Lores Kettlewell (L.S.)

## ACKNOWLEDGEMENT

STATE OF MICHIGAN, } ss.  
COUNTY OF St. Clair }

On this 7th day of May, 1980, before me, a Notary Public of St. Clair County, Michigan, and acting in St. Clair County, personally appeared LaWayne Thompson and Arnold Kettlewell and Joseph Koenan his wife to me known to the same person... who executed the foregoing instrument and acknowledged the execution of the same to be their free act and deed.

My Commission expires  
October 4, 1983

Duane W. Peterson  
Notary Public St. Clair County, Michigan

Prepared by

Duane Peterson  
Southeastern Michigan Gas Co.  
405 Water Street  
St. Clair, Mich.

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