

RECORDED AT THE REQUEST OF

6421

1985 MAR -4 PM 1:05

UTAH COUNTY RECORDS  
MILWAUKEE  
DEPUTY  
ARIZONA  
RECORDS

# 6421 RIGHT OF WAY AND EASEMENT GRANT

TRE CORPORATION

Grantor, does hereby convey and warrant to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement 20.0 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities") through and across the following described land and premises situated in Utah County, State of Utah, to-wit:

Land of the Grantor located in the Springville Industrial Park, located in Section 29, Township 7 South, Range 3 East, Salt Lake Base and Meridian,

the center line of said right of way and easement shall extend through and across the above described land and premises as follows, to-wit:

Beginning at a point on the Southerly right-of-way line of Industrial Parkway which point is West 397.47 feet and South 1,582.69 feet from the South Quarter Corner of Section 20, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence South 0°2'48" East 314.82 feet, thence South 89°38'12" West 60.00 feet to a point on the east side of Fibertek's building, which point is 102.00 feet South of the Northeast Corner of said building.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. The said Grantor shall have the right to use the said premises except for the purposes for which this right of way and easement is granted to the said Grantee, provided such use does not interfere with the facilities or any other rights granted to the Grantee hereunder.

The Grantor shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way, nor change the contour thereof without written consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of the Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this 18 day of DECEMBER, 1985.

ATTEST: TRE CORPORATION  
W. C. Bertrand By Linda Johnson  
TREASURER Secretary Group Vice President

STATE OF UTAH CA }  
County of ORANGE } ss.

On the 18<sup>th</sup> day of DEC, 1985, personally appeared before me CIRCO J. GARDESI and W. C. BERTRAND who being duly sworn, did say that they are the GRANTEE and TREASURER, respectively, of TRE CORPORATION.

and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, for its By-Laws, and said CIRCO J. GARDESI and W. C. BERTRAND acknowledged to me that said corporation duly executed the same.

My Commission expires: Aug 1987  
Notary Public  
Residing at Orange Co.

\*Strike clause not applicable.  
RW-3 SL 6-81

RETURN TO:  
MOUNTAIN FUEL SUPPLY COMPANY  
P.O. BOX 11368  
SALT LAKE CITY, UT. 84139  
ATTENTION: LINDA JOHNSON

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