

ENTRY NO. 00293196

01/02/2020 05:14:18 PM B: 0594 P: 0425
Easements PAGE 1 / 2
CRAIG J. SPERRY, JUAB COUNTY RECORDER
FEE \$ 0.00 BY NEPHI CITY, A MUNICIPAL CORPORATION



RIGHT-OF-WAY AND EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar and other good and valuable consideration paid to **TERRY MESSERSMITH**, hereinafter referred to as Grantors, by **NEPHI CITY, a municipal corporation**, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantors do hereby grant, and convey unto the Grantee, its successors and assigns, a perpetual easement with the right to construct and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove utility lines and appurtenances through the land of the Grantors situated in Juab County, State of Utah, said land being described as follows:

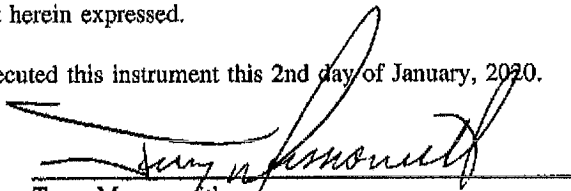
See Exhibit "A" attached hereto and by reference made a part thereof.

TO HAVE AND TO HOLD the same unto the Grantee, it's successors and assigns, with the right of access through adjoining property along this right-of-way to build, maintain, operate, repair, inspect, protect, remove, and replace the same and together with the present and (without payment therefor) the future right to keep the right-of-way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities. In the case of an emergency when it would be hazardous to do otherwise, access may be from surrounding property. The Grantors 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 Grantee provided such use does not interfere with the facilitation or any other rights granted to the Grantee hereunder.

The Grantors shall not build or construct nor permit to be built or constructed any permanent structure over said right-of-way. The Grantors shall not build or permit to be built any other improvement or pipe over, across, or under said right-of-way, or lower the contour thereof without notifying the Grantee at least two working days before any digging begins.

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 Grantors have executed this instrument this 2nd day of January, 2020.




Terry Messersmith

STATE OF UTAH)
 : ss.
COUNTY OF JUAB)

On the 2nd day of January, A.D. 2020, personally appeared before me, a Notary Public in and for the said state, Terry Messersmith, the signer of the above instrument, who duly acknowledged to me that he executed the same.

 **MICHAEL SPERRY**
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 706317
COMM. EXP. 05-15-2023



Notary Public

Exhibit "A"

A 60 foot easement being 30 feet each side of the following described center line:

Beginning at a point being S 89°55'15" E 1382.70 feet along the section line and South 1172.09 feet from the Northwest corner of Section 33, Township 12 South, Range 1 East, Salt Lake Base and Meridian; thence N 89°59'18" W 851.62 feet to the Easterly side of the State Highway right-of-way.

Parcel Nos. XA00-2129-1 and XA00-2131