

Ent 861403 Bk 1029 Pg 522
Date: 23-JUN-2022 11:52:24AM
Fee: None Filed By: KM
KARLA MEDLEY, Recorder
CARBON COUNTY CORPORATION
For: WELLINGTON CITY

When recorded return to:

Wellington City
150 W Main St.
Wellington, UT 84542

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to:

JONATHAN R POWELL, ROBERT Q POWELL, ROBERT B POWELL, JEFFERY Q POWELL & MELANIE D. POWELL, all as joint tenants,

Hereinafter referred to as GRANTOR, by

Wellington City

Hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a construction easement and a perpetual utility easement as hereinafter described over, across, under and through land of the GRANTOR, described as follows:

Parcel Description

TAX ID NO: 1B-0195-0012
Book 686, Page 380

Beginning at a point 386 feet South and 365.31 feet West of the Northeast Corner of the Northwest Quarter of the Northeast Quarter of Section 7, Township 15 South, Range 11 East, SLB&M; said point being on the Westerly Right of Way line of a City Street; thence West 117 feet; thence North 36 feet; thence West 300 feet; thence South 590.80 feet to the Northerly Railroad line; thence along said line South 70° 52' 41" East 473.10 feet; thence North 157.70 feet; thence West 30 feet; thence North 552.08 feet to the point of beginning.

LESS FROM SAID SURVEY DESCRIPTION, THAT LAND WHICH IS DESCRIBED AS BEGINNING 386 feet South and 483 feet West of the Northeast Corner of the Northwest Quarter of the Northeast Quarter of Section 7 Township 15 South, Range 11 East, Salt Lake Base and Meridian; thence West 300 feet; thence North 36 feet; thence East 300 feet; thence South 36 feet to the beginning.

The easements may partially or completely lie within GRANTOR's property. The temporary construction easement shall be 50 feet in width granted for the time of original installation of the facilities hereinafter described, 25 feet on each side of the as-constructed center line of said facilities. The perpetual easement shall be 30 feet in width, 15 feet on each side of the as-constructed center line of said facilities. Proposed location described as follows:

Centerline Description

Commencing at the Northeast corner of Section 7, Township 15 South, Range 11 East, Salt Lake Meridian; thence South 89°14'30" West 1688.66 feet along section line; thence South 00°45'49" East 385.95 feet to on the grantors northerly boundary and the POINT OF BEGINNING; thence South 00°37'56" East 512.51 feet; thence North 89°39'21" East 3.52 feet to a point on the grantors easterly boundary and the POINT OF ENDING.

The sidelines of said strip shall be lengthened or shortened to begin and end at the boundary of the grantors parcel.

Purpose and Conditions

TO HAVE AND TO HOLD the same unto the GRANTEE, the easements as follows:

A temporary construction easement with the right to install and inspect pipelines, valves, and other associated structures and appurtenances, (herein collectively called "facilities") over, across, under and through the easement that expires at the time the facilities are put into service; and

A perpetual easement with the right to install, inspect, maintain, operate, repair, protect, remove and replace facilities over, across, under and through the easement.

So long as such facilities shall be maintained, with the right of ingress and egress to and from said easement for the purpose described in the temporary construction and perpetual easements. During temporary periods, the GRANTEE may use such portion of the property along and adjacent to said easement as may be reasonably necessary in connection with the construction, maintenance, repair, removal, or replacement of the facilities. The GRANTEE shall notify GRANTOR prior to entering the easements for purposes of initial construction.

GRANTEE as a condition of the granting of the easements shall pay damages, restore or replace in kind, at the GRANTOR's discretion and at GRANTEE's expense, fences, crops, underground pipes, and other improvements in the event such are damaged by the construction, maintenance, repair, replacement, or removal of the facilities.

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

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

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

IN WITNESS WHEREOF the GRANTOR has executed this instrument this 12 day of April, 19 2022

Jonathan Powell
GRANTOR

GRANTOR

GRANTOR

GRANTOR

GRANTOR

GRANTOR

STATE OF Utah)

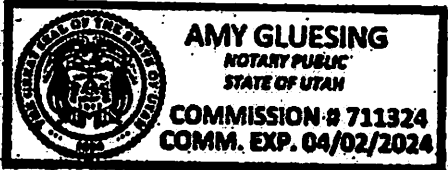
COUNTY OF Carbon) :SS.

On this 12th day of April, in the year 2022, before me, personally appeared Jonathan Powell

(Grantors Name),

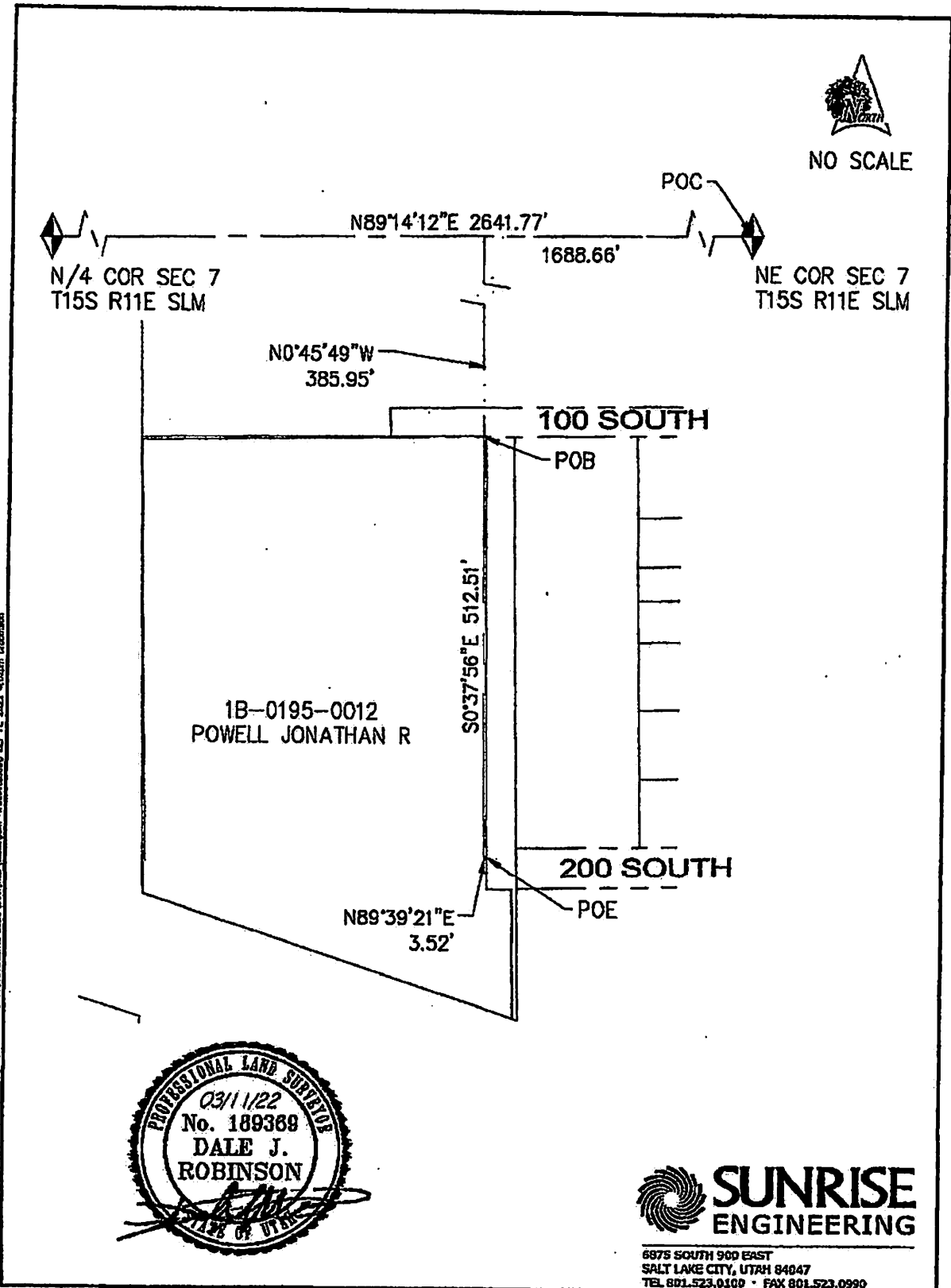
proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, acknowledged (he/she/they) executed the same. Witness my hand and official seal.

Amy Gluesing
NOTARY PUBLIC

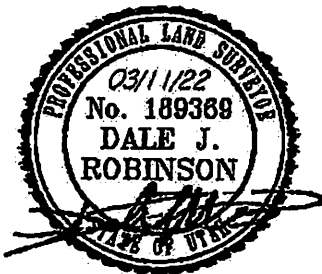




NO SCALE



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