

When recorded return to:

TOWN OF GOSHEN
Po Box 197
Goshen, UT 84633



ENT 66834:2022 PG 1 of 5
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Jun 03 11:41 am FEE 0.00 BY TH
RECORDED FOR GOSHEN TOWN

MUNICIPAL UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

BRIAN OKELBERRY & ERIC OKELBERRY, joint tenants,

Hereinafter referred to as GRANTOR, by

TOWN OF GOSHEN,

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: 61-087-0003
Entry 41033:2005

Commencing 20 chains North of the Southeast corner of Section 14, Township 10 South, Range 1 West, Salt Lake Meridian; thence North 100 feet; thence West 2.5 chains, thence North 1220 feet, thence West 17.0 chains, thence South 20 Chains, Thence East 603.05 feet; thence North 1232 feet; thence East 466.95 feet; thence South 1096.34 feet; thence North 89°53' East 1.79 feet; thence South 100 feet; thence South 89°53' West 1.73 feet; thence South 35.66 feet; thence east 250. Feet to the point of 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 East quarter corner of Section 14, Township 10 South, Range 1 West, Salt Lake Meridian; thence South 00°04'57" East 1335.72 feet along section line; thence South 89°12'10" West 10.44 feet to a point on the southerly boundary of the grantors parcel and the POINT OF BEGINNING; thence North 46°31'29" West 62.17 feet; thence South 89°51'50" West 36.76 feet; thence North 45°52'33" West 168.95 feet; thence North 00°15'49" West 1175.57 feet to a point on the northerly boundary of the grantors parcel and the POINT OF ENDING.

AND

Commencing at the East quarter corner of Section 14, Township 10 South, Range 1 West, Salt Lake Meridian; thence South 89°59'40" West 971.83 feet along quarter section line to a point on the northerly boundary of the grantors parcel and the POINT OF BEGINNING; thence South 18.33 feet; thence South 89°03'12" West 360.19 feet to a point on the westerly boundary of the grantors parcel 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 municipal 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.

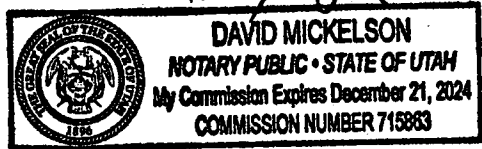
It is hereby understood that any party securing this grant on behalf of the GRANTEE is without authority to make any representations, covenants, or agreements not herein expressed.

IN WITNESS WHEREOF the GRANTOR has executed this instrument this 18 day of May 2022.

Eric Okelberry
GRANTOR Eric Okelberry

Brian Okelberry
GRANTOR Brian Okelberry

STATE OF Utah)
COUNTY OF Utah) :SS.



On this 18 day of May, in the year 2022, before me, personally appeared Eric Okelberry

(Grantors Name),

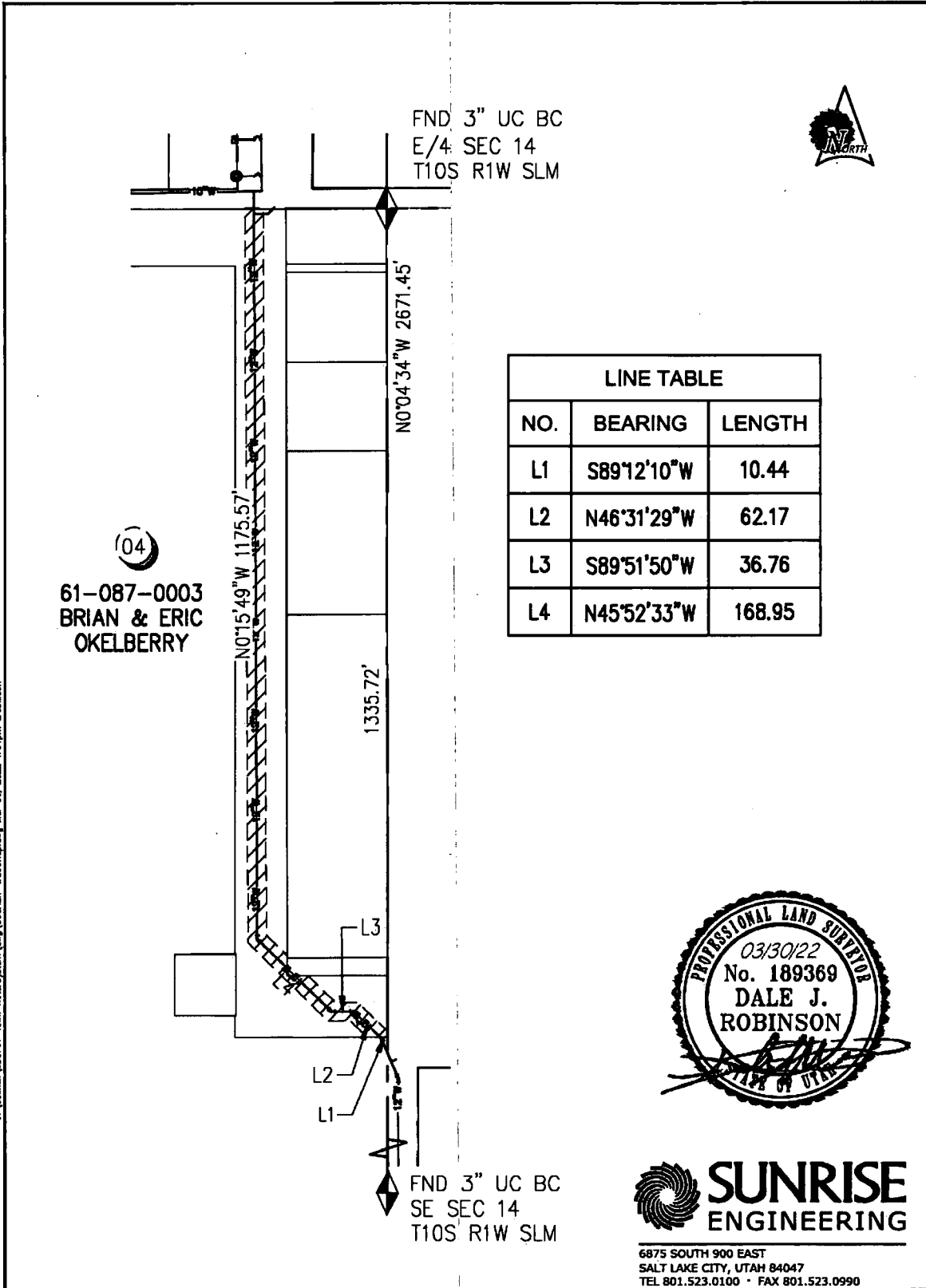
proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, acknowledged (he/she/they) executed the same. Witness my hand and official seal.

David Mickelson
NOTARY PUBLIC

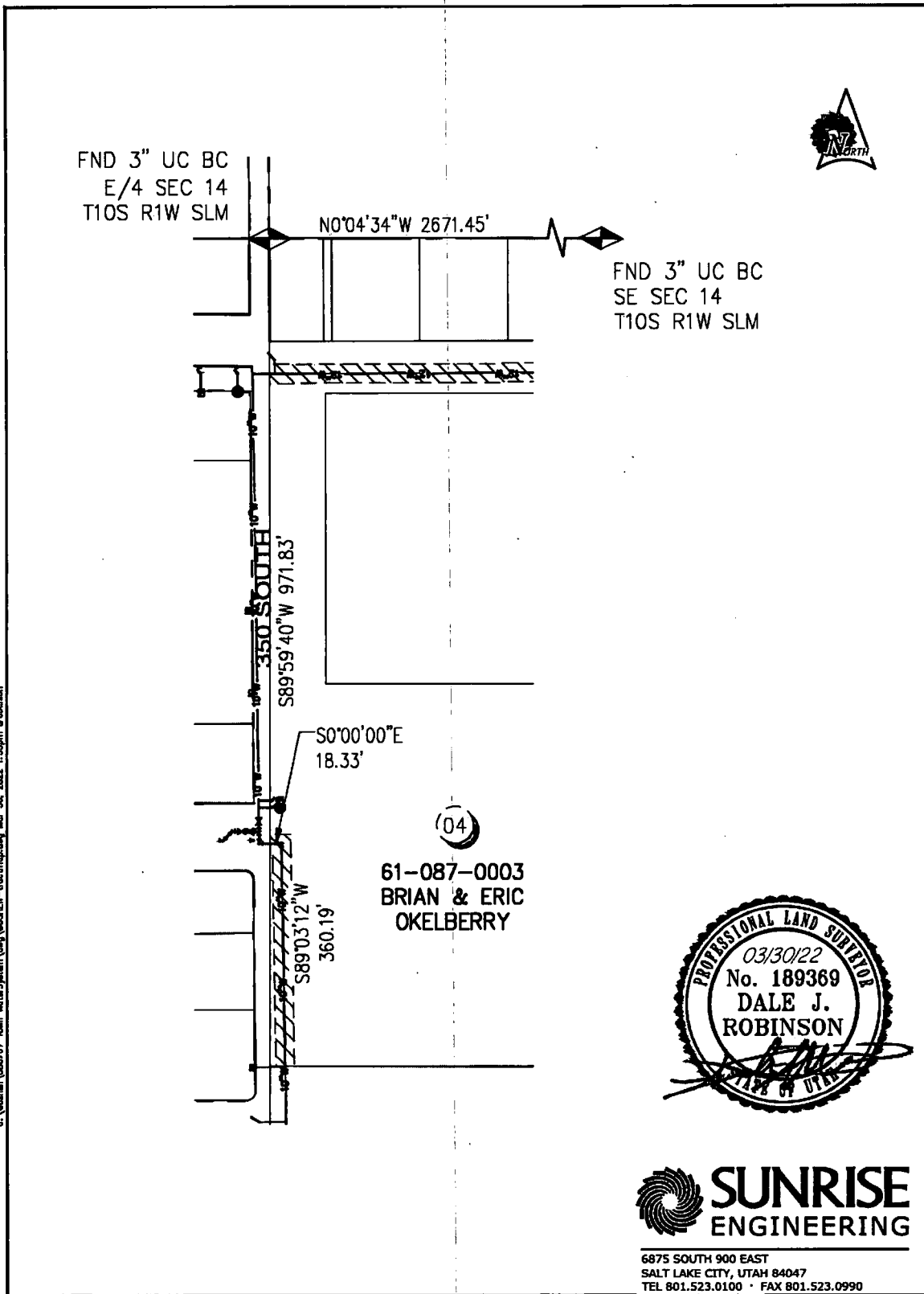
Brian Okelberry signed before me on May 20, 2022

Rachel Pena





H:\C:\csham\0867017 (con) MirasSystem\eng\CD\SHEN-Inv\trnsop.dwg Mar 30, 2022 1:24pm drobison



U:\Goshan\080707 Tom MuraSystem\copy\COSEH-Inv\map.dwg Mar 30, 2022 1:35pm drobinson