

When recorded mail to:  
Payson City Corporation  
439 West Utah Avenue  
Payson, Utah 84651

# Easement

This Easement is made this 27, day of AUGUST, 2008, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, JOHN S. BALLARD and DEBBIE BALLARD, of Payson, Utah County, State of Utah, Grantor, hereby convey and warrant to PAYSON CITY, a municipality of the State of Utah, whose address is 439 West Utah Avenue, Payson, Utah 84651, Grantee, a perpetual right of way and easement for a public roadway, and to construct, maintain, operate, repair, inspect, protect, install, remove and replace paving, asphalt, curb, gutter, driveway approaches, and public utilities and related facilities of any type or kind whatsoever in nature, all hereinafter referred to as "Facilities", and the rights of ingress and egress for the same, over, under, across and through those portions of the "Grantors" land lying within the bounds of the following described tract, situate in Salt Lake County, State of Utah, described as follows:

## Easement #3

Beginning at a point that is South 00°38'31" along section line 1160.18 feet and West 389.62 feet from the East quarter corner of section 7, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence South 00°17'58" West, a distance of 28.00 feet; thence North 89°56'29" West, a distance of 0.47 feet; thence North 87°31'29" West, a distance of 103.77 feet; thence North 88°58'15" West, a distance of 67.20 feet; thence North 00°17'10" East, a distance of 28.00 feet; thence South 88°05'51" East, a distance of 171.43 feet to the point of beginning.

Part of Tax Parcel No.: 30:022:0084

To have and to hold the same unto the "Grantee", its successors and assigns, with the rights of ingress and egress to the "Grantee", its officers, employees, agents and assigns to enter the above described land with such equipment as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the "Facilities". During construction, "Grantee", and its contractors, may use such portion of the "Grantor" property along and adjacent to the right of way and easement as may be reasonably necessary in connection with the construction or repair of the "Facilities".

It is intended that the easement, covenants and conditions set forth herein shall run with the real property described, and shall be perpetual, forever burdening said land, and shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the "Grantor" and "Grantee" respectively, and their respective successors, heirs and personal representatives, and may be assigned in whole or in part by the "Grantee".

  
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JOHN S. BALLARD

  
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DEBBIE BALLARD

STATE OF Utah  
COUNTY OF Utah

The foregoing instrument was acknowledged before me this 27 day of August, 2008, by JOHN S. BALLARD and DEBBIE BALLARD, the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

My commission expires 12-01-2010. Witness my hand and official seal.

Jenna Larsen  
Notary Public:

