



EASEMENT AGREEMENT

Line No. _____
ROW No. _____

County of Utah State of
Utah

ENT 397:2023 PG 1 of 3
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Jan 03 4:39 pm FEE 0.00 BY TH
RECORDED FOR PAYSON CITY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned PAYSON PROPERTIES LLC ("Grantor"), for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby listed and acknowledged, hereby grants, conveys, bargains, sells, and warrants unto Payson City Corporation ("Grantee"), a municipal corporation whose address is 439 West, Utah Avenue, Payson, Utah 84651, its successors and assigns, a perpetual easement, right-of-way, and right on, over, under, above and across a parcel of land located in the County of Utah, State of Utah, and said right-of-way being described as follows:

A STRIP OF LAND, SITUATED IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE MERIDIAN, UTAH COUNTY, UTAH; BEING 10.00 FEET RIGHT AND 10.00 FEET LEFT OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22, T 9 S, R 2 E, S.L.B.M., A FOUND BRASS CAP, RUNNING THENCE NORTH 45° 24' 09" EAST A DISTANCE OF 3731.52 FEET TO THE TRUE POINT OF BEGINNING WHICH LIES ON THE SOUTHERLY LINE OF THE GOOSENEST DRIVE RIGHT OF WAY LINE; THENCE ALONG THE SAID CENTERLINE THE FOLLOWING (7) SEVEY COURSES:

1. SOUTH 00° 36' 31" EAST A DISTANCE OF 1668.88 FEET;
2. SOUTH 73° 18' 21" EAST A DISTANCE OF 282.67 FEET;
3. NORTH 84° 37' 17" EAST A DISTANCE OF 461.76 FEET;
4. NORTH 72° 58' 04" EAST A DISTANCE OF 618.25 FEET TO A POINT ON EASTERLY LINE OF THE PAYSON PROPERTIES LLC PROPERTY, PARCEL #30:073:0249 AND THE POINT OF TERMINUS, SAID POINT LIES NORTH 52° 00' 56" WEST A DISTANCE OF 1706.08 FEET FROM THE SOUTHEAST CORNER OF SECTION 22, T 9 S, R 2 E, S.L.B.M., A FOUND BRASS CAP.

THE TOTAL LENGTH OF A POWER & WATER EASEMENT ACROSS THE PAYSON PROPERTIES LLC PROPERTY, PARCEL #30:073:0198 #30:073:0247 #30:073:0248 #30:073:0249, AS DESCRIBED ABOVE IS 3031.56 FEET OR 183.73 RODS OR 0.57 MILES AND CONTAINS 60,631.20 SQ FT OR 1.39 ACRES MORE OR LESS.

Utah County Parcel Numbers: 30:073:0198, 30:073:0247,
30:073:0248 and 30:073:0249

Additional compensation for the grant of easement includes the following:

The connection of five homes to the water system as designated by Payson Properties, LLC and the provision of sufficient water rights to service the culinary water requirements of the five homes, which include limited water use for lawn and plants, once the main water trunk line is installed and conveying water from Payson City's system;

Three fire hydrants shall be installed located near 2050 South Rimrock Canyon Drive, 1614 East Ranch Lane, and one other location designated by Payson Properties, LLC.

Payson Properties, LLC shall prepare the homes to be connected to the water system by extending water lines from the homes to the main trunk line and providing water meters for each home. Payson Properties, LLC shall also pay the cost of the three fire hydrants.

Payson City shall connect the homes and fire hydrants to the system on or before one year after the main water trunk line is installed and in service and shall not charge impact connection fees for the five homes.

The right-of-way easement is conveyed in purpose to construct, enlarge, reconstruct, re-phase, repair, operate, maintain, place, relocate and/or replace electric transmission and/or electric distribution lines and/or electric systems and/or communications systems and/or water pipelines and such other equipment and appurtenances as may be necessary and/or convenient for such operations; to cut, trim and control the growth by chemical means, machinery or otherwise of trees, shrubbery, undergrowth and roots and/or other plants and to clear the easement of all structures, obstructions and/or other objects within 25 feet of the centerline of said line or system or that may interfere with or threaten to endanger the operation or maintenance of said line or system; together with the right of ingress and egress thereto at convenient points for such purposes. Grantor hereby releases and waives all rights under and by virtue of any applicable laws relating to homestead exemption and/or dower and/or similar rights. Grantor agrees that all electric transmission and/or electric distribution lines and/or electric systems and/or communication systems and/or water pipelines and all equipment and appurtenances associated with such above ground facilities installed on the above described lands at the Grantee's expense shall remain the property of the Grantee, removable at Grantee's option. Grantor warrants that he is the owner of the real property described and that said realty is free and clear of all encumbrances and liens of whatsoever character. Grantor shall have the right to fully use the surface of the easement, except for the purpose of erecting buildings and/or structures within, or starting or maintaining fires within the right-of-way easement, so long as such use does not interfere with or threaten to endanger the rights herein granted to Grantee. Grantee may release this grant of easement and right-of-way at any time by filing a release of same with the appropriate County Recorder. Grantee shall also pay to Grantor all reasonable damages to growing crops, landscaping driveways, fences or improvements occasioned in laying, repairing or removing the original and all additional electric transmission and/or distribution lines and/or electric systems and/or communication systems, water pipelines and all equipment and appurtenances associated with such facilities. If Grantor and/or Grantee are unwilling to agree upon the amount of such damages, such damages shall be determined by three disinterested persons, one appointed by the Grantor, one by the Grantee and the third by the two so appointed and the mutual determination of any two of said three persons as to the amount of such damages shall be final and conclusive. It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed, all prior or contemporaneous agreements, if any, whether verbal or written, being included herein. Grantor further agrees that whenever necessary, words used in this instrument in the singular shall be construed to read in the plural, and the words used in the masculine gender shall be construed to read in feminine.

The herein above described rights are assignable in whole or in part.

IN WITNESS WHEREOF, the Grantor has personally caused its name to be hereunder affixed this 29th day of December 2022

ATTEST:

Kimi E. Holindrake
Kimi E. Holindrake
City Recorder



William R. Wright
William R. Wright, Mayor
By Michael Staheli
Michael Staheli, Manager
Payson Properties LLC

ACKNOWLEDGEMENT

STATE OF UTAH)

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COUNTY OF UTAH)

On the 29 day of Dec, 2022, personally appeared before me Michael Staheli, the signer of the foregoing instrument, who duly acknowledged to me that they are the Manager of PAYSON PROPERTIES LLC, and is authorized to execute the foregoing agreement in its behalf and that they executed it in such capacity.

NOTARY PUBLIC _____

NOTARY FULL NAME Kinda Hooser A NOTARY COMMISSIONED IN UTAH

COMMISSION NUMBER 726784 MY COMMISSION EXPIRES 9/20/26

