



WHEN RECORDED RETURN TO:

Payson City Corporation
439 West Utah Avenue
Payson, Utah 84651

ENT 3994:2014 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Jan 21 12:37 pm FEE 0.00 BY SW
RECORDED FOR PAYSON CITY CORPORATION

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned which owns the lands described on Exhibit "A" hereto, SPRINGSIDE MEADOWS OF PAYSON, LLC, AND THEIR HEIRS (hereinafter "Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, transfer, sell, and convey unto PAYSON CITY CORPORATION, a Utah municipal corporation, whose principal place of business is 439 West Utah Avenue, Payson, Utah County, Utah, and its successors and assigns, (hereinafter "Grantee"), an easement (the "Easement"), for the purposes of securing park and open space property as required by the Mower Addition Annexation and the Springside Meadows Planned Residential Development (SMPRD), over and across Grantor's property, as such is hereinafter defined. The Easement Area is more particularly described on Exhibit "A", which is attached hereto and made a part hereof.

Grantor and Grantee acknowledges and accepts the following:

1. The Springside Meadows Planned Residential Development is part of the Mower Addition Annexation and as such is bound by the terms of its Annexation Agreement.
2. Payson City granted preliminary approval of a development layout of the Springside Meadows Planned Residential Development (PRD) on October 18, 2006.
3. Grantor petitioned Payson City to amend the PRD to support the current housing market and present economic conditions. Payson City approved the application subject to conditions memorialized in an Addendum to the Mower Addition Annexation and the PRD.
4. One of the provisions of the Addendum is that Grantor may relocate the park and open space area currently indicated in the specific plan. The acreage of the park and open space area will remain the same.
5. Grantor agrees to dedicate a proportionate share of the park and open space area with each recorded plat.

Grantor and Grantee acknowledge and understand that the park and open space location may change and therefore, granting this easement satisfy Grantor's obligation to dedicate a proportionate share of the park and open space area until such time as the location of the park and open space are solidified.

Grantor and Grantee shall cooperate with each other in permanently dedicating the correct acreage for the park and open space dedication requirement as the various plats are recorded.

TO HAVE AND TO HOLD said Easement unto said Grantee, its successors and assigns; and the undersigned hereby binds itself, its successors and assigns, heirs, personal representatives, executors, and administrators (and the respective successors and assigns of each) to warrant and forever defend all and

singular said Easement unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The parties stipulate that the term of this Easement Agreement shall be five (5) years and thereafter shall be automatically renewed for additional one (1) year terms. This easement will terminate at such time as Grantor dedicates by way of warranty deed, the proper amount of property to satisfy the park and open space requirements of the Mower Addition Annexation and the PRD.

This grant covers and encompasses all the agreements between the parties, and no representations or statements, oral or written, have been made, modifying, adding to, or changing the terms of this Easement Agreement.

WITNESS the hand of Grantor this 14 day of August, 2012.

SPRINGSIDE MEADOWS OF PAYSON, LLC

[Handwritten Signature]

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On this 14 day of August, 2012, personally appeared before me, Rick Salisbury, whose identity is personally known to or provided to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that they did execute this Agreement.

SUBSCRIBED AND SWORN to before me this 14 day of August, 2012.


[Handwritten Signature]

NOTARY PUBLIC

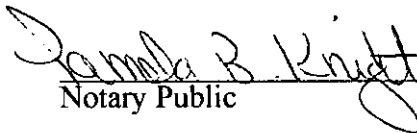


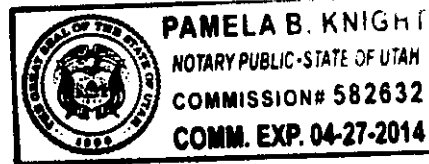
Agreed and Accepted:

PAYSON CITY CORPORATION, a Utah Municipal Corporation.

By: 
Richard D. Moore, Mayor

On the 15th day of August 2012, Richard D. Moore, Mayor of Payson City personally appeared before me and acknowledged to me that he executed the foregoing Easement Agreement on behalf of Payson City Corporation.


Notary Public





ENGINEERS
SURVEYORS
PLANNERS

**LEGAL DESCRIPTION
PREPARED FOR
SPRINGSIDE MEADOWS
SUBDIVISION
UTAH COUNTY, UTAH
(April 2, 2013)**

1.17 ACRE PARK

A portion of Sections 20 & 29, Township 9 South, Range 2 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located $S89^{\circ}12'46''W$ along the Section line 1,380.10 feet and South 38.46 feet from the Northeast Corner of Section 29, T9S, R2E, S.L.B.& M.; thence $S88^{\circ}52'25''W$ 199.61 feet; thence $N32^{\circ}43'02''W$ 109.67 feet; thence along the arc of a 576.00 foot radius non-tangent curve (radius bears: $N32^{\circ}43'02''W$) to the left 306.14 feet through a central angle of $30^{\circ}27'08''$ (chord: $N42^{\circ}03'23''E$ 302.55 feet); thence $S63^{\circ}10'11''E$ 60.85 feet; thence $S0^{\circ}22'37''E$ 285.53 feet to the point of beginning.

Contains: ± 1.17 Acres

- Civil Engineering
- Structural Engineering
- Surveying
- Land Planning
- Landscape Architecture