WHEN RECORDED MAIL TO:

Payson City

439 West Utah Ave.

Payson, UT 84651

*Space above for County › Recorder's u*se

PARCEL I.D.# 30:027:0091

**RIGHT-OF-WAY AND EASEMENT GRANT**

**BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT**, a body corporate and politic of the State of Utah, (“Grantor”), does hereby convey to **PAYSON CITY CORPORATION**, a municipal corporation and political subdivision of the State of Utah (“Grantee”), its successors and assigns, for the sum of ONE DOLLAR ($1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a non-exclusive right-of-way and easement (“Easement”) as shown in Exhibit A to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove, replace, and abandon in place (below ground) pipelines, valves, valve boxes, and facilities and other storm drain facilities (collectively, the "Facilities"), said Easement being situated in the County of Utah, State of Utah, as shown on Exhibit A attached hereto and by this reference made a part hereof and more particularly described as follows, to-wit:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 30:027:0091, SAID POINT BEING S 0°45'5” E 18.09 FEET ALONG THE SECTION LINE AND EAST 483.96 FEET FROM THE WEST QUARTER CORNER OF SECTION 9, TOWNSHIP 9 SOUTH, RANGE 2 EAST, OF THE SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE: N 0°23'27” E 90.02 FEET; THENCE N 76°22'55” E 88.45 FEET; THENCE EAST 31.07 FEET; THENCE SOUTH 38.00 FEET; THENCE WEST 32.00 FEET; THENCE NORTH 16.00 FEET; THENCE WEST 4.94 FEET; THENCE S 76°22'55" W 64.78 FEET; S 0°46'48" W 73.68 FEET TO A POINT ON THE SOUTH PARCEL LINE; THENCE N 89°44'24" W 16.76 FEET ALONG THE SOUTH PARCEL LINE TO THE POINT OF BEGINNING.

CONTAINS 0.096 ACRES.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, in perpetuity, with the right of ingress and egress to and from said Easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove, replace, and abandon in place (below ground) the same. This Easement shall carry with it the right to use any available Barnett Elementary School Parking Lot for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to the Easement as may be reasonably necessary in connection with construction, maintenance, repair, removal, or replacement of the Facilities. Grantor shall have the right to use said premises except for the purposes for which this Easement is granted to Grantee, provided such use does not interfere with the Facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant, and agree as follows:

* + 1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the Easement, any building, retaining walls, rock walls, footings, or improvement which impairs the maintenance or operation of the Facilities.
    2. Grantor shall not change the contour within the Easement without prior written consent of Grantee.
    3. Grantor shall not plant, or permit to be planted, any deep-rooted trees, or any vegetation with roots that may damage the Facilities, within the Easement, without prior written consent of Grantee.
    4. Grantor shall not place personal property within the Easement that impairs the maintenance or operation of the Facilities.
    5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping, and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee’s use, occupation, or enjoyment of this Easement, without liability to Grantor, and without any obligation of restoration or compensation.
    6. Grantor agrees to indemnify, hold harmless, and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney’s fees, arising out of or by any reason of Grantor’s use of the Easement or any activities conducted thereon by Grantor, Grantor’s agents, employees, invitees or as a result of Grantor’s negligence.

The parties hereby acknowledge and agree that both Grantor and Grantee are governmental entities under the *Utah Governmental Immunity Act*, Utah Code Ann., §63G-7-101, et seq. (“UGIA”). Nothing in this Easement shall be construed as a waiver of any rights, immunities, or defenses otherwise applicable under the UGIA, including the provisions of Utah Code Ann., §63G-7-604 regarding limitation of judgments, or the Eleventh Amendment to the Constitution of the United States. In addition, it is further acknowledged and agreed that any liabilities or obligations imposed by this Easement are limited to the UGIA damage cap amounts as per Utah Code Ann., §63G-7-604. It is not the intent of either Grantor or Grantee to incur by contract any liability for the operations, acts, omissions of the other party or any third-party and nothing in this Easement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provision to the contrary in this Easement, any indemnity obligations of Grantor or Grantee contained in this Easement are subject to the UGIA and are further limited only to those claims that arise directly and solely from said party’s negligent acts or omissions.

This Easement shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

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

***[signatures and notary on following page]***

IN WITNESS WHEREOF, Grantor has caused its name and seal to be hereunto affixed this 12th day of June, 2024.

**BOARD OF EDUCATION OF**

**NEBO SCHOOL DISTRICT**

A body corporate and politic of the State of Utah

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lisa H Rowley, Board President

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Michael Harrison, Business Administrator

STATE OF UTAH )

ss

COUNTY OF UTAH )

On the 12th day of June, 2024, personally appeared before me, Lisa H Rowley and Michael Harrison, whose identities were proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that they are the Board President and Business Administrator, respectively, of the BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT, a body corporate and politic of the State of Utah, and that said document was signed by them on behalf of said school district by authority of its Resolution of its Board of Education, and they acknowledged to me that they executed the same.

Notary Public