**WHEN RECORDED, MAIL TO:**

**Payson City Corporation**

**439 West Utah Avenue**

**Payson, Utah, 84651**

APNs: 30:009:0081

30:009:0129

DECLARATION OF

CULINARY WATER AND PRESSURIZED IRRIGATION EASEMENT

THIS DECLARATION OF CULINARY WATER AND PRESSURIZED IRRIGATION EASEMENT (this “***Declaration***”) is made effective this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ 2025 by **Polares Peak LLC**, a Utah limited liability company, and **Arrowhead Partners, LLC**, a Utah limited liability company (hereinafter referred to collectively as “***Owner***”), in favor of **Payson City Corporation,** a municipal corporation of the State of Utah, having a mailing address of 439 West Utah Avenue, Payson, Utah 84651 (hereinafter referred to as “***Payson City***”).

# RECITALS

1. Owner is the owner of those certain parcels of land located generally north of Beer Creek and west of the intersection of Arrowhead Trail and 1750 West in Payson, Utah County, Utah, and identified as Utah County Tax Parcel Nos. 30:009:0081 and 30:009:0129 (collectively the “***Property***”).
2. In connection with the development of certain portions of the Property, Payson City requires an easement for the installation, maintenance, and use of culinary water and pressurized irrigation lines in that portion of the Property legally described on the attached Exhibit A-1 and depicted on the attached Exhibit A-2 (the “***Easement Area***”).
3. Owner is willing to grant the required easement rights within the Easement Area to Payson City.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are deemed contractual, the mutual covenants contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are conclusively acknowledged, Owner hereby declares and grants as follows:

1. Grant of Easement. Owner, on behalf of itself and its respective successors and assigns, hereby establishes and grants to Payson City a perpetual nonexclusive easement for the installation, construction, relocation, operation, and continued maintenance, repair, alteration, inspection and replacement of culinary water and pressurized irrigation lines, equipment, and facilities and all necessary accessories and improvements attendant thereto (collectively the “***Lines and Facilities***”), in, upon, under, across, and through the Easement Area (the “***Easement***”).
2. Development and Maintenance. In the event of any leak or other failure of the Lines and Facilities not caused by the negligence or willful act of an Owner, Payson City shall repair such leak or other failure, at Payson City's cost; provided that Owner (including, if applicable, the owners’ association having responsibility for such portion of the Easement Area) shall, at its cost, repair or replace any asphalt or concrete disturbed by Payson City in connection with repairing such leak or other failure. Any leak or other damage to the Lines and Facilities caused by Owner shall be repaired at the cost of the applicable Owner that caused (or whose contractors or agents caused) such leak or other damage. Upon the development of the Property, the Owner that is undertaking the development shall bear all costs of development, affecting the Easement Area, including the installation and construction of road base, asphalt, curb, gutter, and sidewalk.
3. Further Actions. Owner covenants and agrees to execute such other instruments or documents and to take such further action as may be reasonably necessary or appropriate to fulfill the purpose of the grant of the easement rights set forth herein.
4. Easement Runs with Land. The Easement and all covenants and restrictions applicable thereto (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall bind every person having any fee, leasehold or other interest in any portion of the Property to the extent that such portion is affected or bound by the Easement; and (c) shall be binding upon any person whose title is acquired by judicial foreclosure, trustee’s sale, deed in lieu of foreclosure or otherwise. Every person who owns, occupies or acquires any right, title, estate or interest in any portion of the Property, to the extent that such portion is affected or bound by the Easement, shall be conclusively deemed to have consented and agreed to the obligations and restrictions contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in such property.
5. Remedies. The rights and remedies of any of the parties hereto shall not be exclusive. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statue or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provision hereof, it being the intention of this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.
6. Costs of Enforcement. In the event that either party fails to carry out its obligations hereunder, the party in default shall pay all costs and expenses, including attorney’s fees (including any incurred in connection with any appeal), incurred by the other party in enforcing its rights or in obtaining redress for the breach, whether by filing suit or otherwise.
7. Severability. The determination that any provision of this Declaration is invalid or unenforceable shall not invalidate this Declaration, all of such provisions being inserted conditionally upon their being considered legally valid, and this Declaration shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
8. Governing Law. This Agreement is governed by the laws of the State of Utah in all respects, and the parties hereto consent to jurisdiction and venue in the courts of Utah County, State of Utah.
9. Counterpart Execution. This Declaration may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document, with the same effect as if all parties had signed the same signature page. Any signature page of this Declaration may be detached from any counterpart of this Declaration and reattached to any other counterpart hereof.

*[Remainder of page intentionally left blank. Signature page follows immediately.]*

IN WITNESS WHEREOF, Owner has caused this Declaration to be executed as of the date first above written.

**OWNER:**

ARROWHEAD PARTNERS, LLC

By:

Terry C. Harward, Manager

POLARES PEAK LLC

By:

Douglas G. Ford, Manager

STATE OF UTAH )  
 :ss.  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ 2025 by Terry C. Harward, a manager of Arrowhead Partners, LLC, a Utah limited liability company, who acknowledged to me that he executed the foregoing instrument on behalf of said limited liability company in the capacity indicated.

NOTARY PUBLIC

STATE OF UTAH )  
 :ss.  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ 2025 by Douglas G. Ford, the manager of Polares Peak LLC, a Utah limited liability company, who acknowledged to me that he executed the foregoing instrument on behalf of said limited liability company in the capacity indicated.

NOTARY PUBLIC

**EXHIBIT A-1**

**VILLAGES AT ARROWHEAD PARK, 25' WATER AND PI EASEMENT**

(03-21-2025)

A portion of the Northwest Quarter of Section 3, Township 9 South, Range 2 East, Salt Lake Base and Meridian and being more particularly described as follows:

Beginning at a point located S0°28'54"E along the section line 1721.50 feet and East 925.52 feet from the Northwest Corner of Section 3, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence N66°46'49"E 195.32 feet; thence S23°13'11"E 25.00 feet; thence S66°46'49"W 167.98 feet; thence S28°20'41"E 124.34 feet; thence S47°49'41"E 61.52 feet; thence S57°24'35"E 163.98 feet; thence S45°10'45"E 9.44 feet to the west line of 1750 West Street; thence S06°58'00"E along said line 37.81 feet to the northerly line of Arrowhead Trail; thence S43°19'00"W along said line 1.61 feet; thence N45°10'45"W 36.51 feet; thence N57°24'35"W 163.39 feet; thence N47°49'41"W 67.91 feet; thence N28°20'41"W 155.97 feet to the point of beginning.

Contains: ±14353 s.f.

**EXHIBIT A-2**

**DEPICTION OF THE EASEMENT AREA**

(See attached.)