

**DECLARATION AND RESERVATION OF PERPETUAL PUBLIC ART, WALL USE,
ACCESS, AND MAINTENANCE EASEMENT**

After Recording Return To:

Payson City
Attn: City Recorder
439 West Utah Avenue
Payson, Utah 84651

Tax Parcel No.: 08:022:0012

Property Address: 40 South Main Street, Payson, Utah 84651

DECLARATION AND RESERVATION OF EASEMENT

PAYSON CITY, a Utah municipal corporation ("City"), being the fee owner of the real property described on **Exhibit A** attached hereto and incorporated herein ("Property"), hereby declares, establishes, reserves, and retains unto itself, its successors and assigns, a perpetual easement in gross upon, over, under, across, through, and against the Easement Areas described herein and on **Exhibits B and C** (the "Easement").

This Declaration is made and effective upon recording while the City is the owner of the Property and prior to or in connection with the future conveyance of the Property. The easement rights reserved herein shall become effective immediately upon recording, shall survive any subsequent conveyance of the Property, and shall remain binding upon all future owners and occupants of the Property unless expressly released by a written instrument executed and recorded by the City.

The City finds and declares that the Easement Areas constitute a unique and irreplaceable location within the downtown area of Payson City for public art, placemaking, beautification, and related municipal purposes, and that preservation of the Easement Areas and their visibility is a material purpose of this Declaration.

Article 1-Purpose. The City desires to preserve and utilize portions of the Property for public art, murals, placemaking improvements, decorative lighting, hanging baskets, shade structures, public gathering enhancements, and related municipal purposes. The City further desires to reserve perpetual rights of access, maintenance, repair, replacement, preservation, and visibility relating to such improvements.

The City intends that this Declaration create a perpetual property interest burdening the Property and binding all future owners, occupants, successors, assigns, tenants, lenders, and any person acquiring an interest in the Property.

Article 2-Property Subject to Declaration. This Declaration applies to all real property described in Exhibit A attached hereto.

The portions of the Property subject to the easement rights reserved herein are depicted and described in Exhibit B (the "Easement Area").

The Easement Area includes:

1. All surfaces of the wall from finished grade to roofline, including masonry, façade surfaces, parapets, trim, soffits, structural attachment points, columns, beams, roof edge elements, and appurtenant surfaces reasonably necessary for installation and support of Easement Improvements;
2. Areas reasonably necessary for access to the wall and associated improvements;
3. Areas reasonably necessary for maintenance, repair, replacement, restoration, installation, and operation of Easement Improvements.

Article 3-Reservation of Easement. The City hereby reserves unto itself, its successors and assigns, a perpetual easement in gross over, under, through, across, upon, and against the Easement Area for public art, murals, wall use, decorative fixtures, lighting, access, maintenance, repair, replacement, preservation, placemaking, and related municipal purposes.

The easement reserved herein constitutes a present, vested, perpetual property interest that shall survive any future conveyance of the Property and shall run with the land.

Article 4-Easement Rights. The City shall have the perpetual right to:

A. Public Art and Murals

1. Paint, install, display, preserve, illuminate, maintain, restore, replace, modify, remove, or reconstruct murals and public art.
2. Apply protective coatings, anti-graffiti treatments, sealants, and preservation materials.
3. Install artistic displays, signage, plaques, and interpretive features associated with public art.

B. Decorative Fixtures

1. Install, maintain, repair, replace, alter, and remove lighting systems, café lights, hanging baskets, banners, planters, shade sails, decorative improvements, placemaking elements, anchors, brackets, hooks, cables, conduit, wiring, utility connections, and associated support hardware.
2. Attach such improvements to walls, parapets, fascias, columns, rooflines, and related structural features.
3. The city may install, maintain, replace, repair, and utilize electrical, low-voltage, communications, conduit, junction box, switching, metering, and utility infrastructure reasonably necessary to support Easement Improvements.

C. Access. The City may enter upon the Property at reasonable times, and at any time in the event of an emergency, for the purpose of exercising rights reserved herein.

The City may utilize contractors, artists, employees, equipment, scaffolding, ladders, lifts, vehicles, materials, and supplies reasonably necessary to exercise such rights.

D. Future Improvements. The rights reserved herein include the right to install, maintain, replace, modify, remove, or add future murals, public art, lighting systems, decorative fixtures, hanging baskets, seasonal displays, placemaking improvements, banners, commemorative features, and similar municipal improvements not presently existing but consistent with the purposes of this Declaration.

Article 5-Visibility Protection. The preservation of visibility of the mural and public art area is a material purpose of this Declaration. The owner acknowledges that preservation of visibility of the Easement Area from adjacent public rights-of-way and public access areas is a material purpose of this Declaration.

Accordingly, no owner of the Property shall erect, install, place, maintain, or permit any structure, sign, awning, enclosure, architectural feature, mechanical equipment, screen, landscaping, utility improvement, display, shade structure, or other improvement that materially obstructs visibility of the Easement Area from adjacent public rights-of-way or public access areas without the prior written consent of the City.

Article 6-Restrictions on Alteration. No owner of the Property shall, without the City's prior written consent:

1. Remove, paint over, obscure, damage, alter, cover, demolish, replace, relocate, or interfere with any Easement Improvements;
2. Modify the wall surface or structural elements supporting Easement Improvements;
3. Relocate, obstruct, or impair access to the Easement Area;
4. Demolish, remove, reconstruct, replace, reclad, redevelop, substantially modify, or alter the building or Easement Area in a manner that impairs, eliminates, relocates, obstructs, or interferes with the easement rights reserved herein;
5. The City shall have no obligation to approve relocation of the Easement Area and may withhold such approval in its sole discretion.

Article 7-Maintenance and Repair. The City may maintain, repair, restore, repaint, replace, remove, modify, or discontinue any Easement Improvement in its sole discretion.

The City shall have no obligation to maintain any particular mural, public art installation, lighting system, decorative feature, or placemaking improvement. The removal or replacement of any particular Easement Improvement shall not terminate or diminish the Easement reserved herein.

The underlying owner shall remain responsible for maintenance of the building and Property except for improvements installed by the City pursuant to this Declaration.

Article 8-Running With the Land. The easement, covenants, restrictions, rights, and obligations established by this Declaration:

1. Are intended to run with the land in perpetuity;
2. Burden the Property;
3. Benefit the City;
4. Bind all future owners and successors in interest;
5. Shall survive transfer of title, foreclosure, leasing, assignment, or conveyance of the Property.

All deeds, leases, mortgages, deeds of trust, and other conveyances affecting the Property shall be deemed subject to this Declaration whether specifically referenced or not.

Article 9-No Abandonment. No temporary nonuse of the Easement Area by the City, and no delay in exercising any right reserved herein, shall constitute abandonment, waiver, estoppel, adverse possession, prescription, or termination of the easement rights created by this Declaration.

Article 10-Enforcement. The City may enforce this Declaration through injunctive relief, specific performance, restoration, self-help, recovery of damages, recovery of reasonable attorney fees and costs to the extent permitted by law, and any other remedy available at law or equity. The owner acknowledges that impairment of the easement rights reserved herein may cause irreparable harm and that monetary damages alone may be inadequate.

If the City undertakes corrective action to remove an obstruction, restore an Easement Improvement, or cure a violation of this Declaration, the owner shall reimburse the City for its reasonable costs and expenses incurred in connection therewith.

Nothing herein shall be construed as a waiver of governmental immunity, limitation of liability, procedural protection, defense, or statutory protection available to Payson City under Utah law.

Article 11-Amendment and Release. This Declaration may be amended or released only by an instrument executed by Payson City and recorded in the official records of Utah County, Utah.

No amendment, merger, transfer, conveyance, or other action shall extinguish the easement rights reserved herein unless expressly stated in a recorded instrument executed by the City.

Article 12-Condemnation. In the event of condemnation or acquisition through eminent domain, the City shall be entitled to assert and recover compensation for the value of its easement interest and Easement Improvements to the extent permitted by law.

CITY:

PAYSON CITY,
a Utah municipal corporation

By: _____

Name: William R. Wright

Title: MAYOR

ATTEST:

By: _____

Name: Ammalie R. Ottley

Title: CITY RECORDER

Notary Acknowledgment for City

State of Utah

County of Utah

On this ____ day of _____, **2026**, personally appeared before me William R. Wright, who being by me duly sworn, did say that he is the Mayor of Payson City, a Utah municipal corporation, and that the foregoing instrument was executed on behalf of the City pursuant to authority granted by the City.

Notary Public

My Commission Expires: _____

Residing at: _____

Commission No.: _____

EXHIBIT A Legal Description of Property

Commencing 37.16 feet North from the Southeast corner of Lot 4, Block 28, Plat "A." Payson City Survey of Building Lots; thence North 64 feet 11.28 inches, more or less, to a point 62.9 feet South of the Northeast corner of said Block 28; thence West 92 feet; thence South 64 feet 11.28 inches, more or less, to a point 92 feet West of the Point of beginning; thence East 92 feet to the point of beginning.

The Easement Area depicted on this Exhibit includes all wall surfaces from finished grade to roofline together with all attachment points, parapets, trim, façade surfaces, soffits, roof-edge components, and access areas reasonably necessary to exercise the rights reserved in this Declaration.







