

10340 Book 6  
RECORDED 7-1-66 at 1:36 PM Page 663-664  
CITY of Coalville City (Boyden)  
WANDA Y. STUBBS, SUMMIT CO. RECORDER  
DH  
ABSTRACT  
EASEMENT

BOOK M6 PAGE 663

Entry No. 103489

THIS AGREEMENT made and entered into this 7th day of

June, 1966, between JOHN S. BOYDEN and ORPHA S. BOYDEN, his wife, parties of the first part, hereinafter referred to as "Grantor" and Coalville City, a municipal corporation in the County of Summit, State of Utah, party of the second part, hereinafter referred to as "Grantee";

WITNESSETH:

WHEREAS, grantor is the owner in fee simple of certain lands situated within the City of Coalville, County of Summit, State of Utah; and,

WHEREAS, the grantee desires to construct, operate and maintain a culinary water line in the City of Coalville.

NOW THEREFORE, it is hereby agreed as follows:

Grantor does hereby grant, assign and set over to the grantee, its successors and assigns a perpetual easement and right of way to reconstruct, operate, repair, replace and maintain a culinary water line and adjacent structures in, over, upon and across the lands of grantor in Summit County, State of Utah, in so far as the same are traversed by the following:

A strip of land 10 feet wide lying 5 feet on each side of, adjacent and parallel to the following-described center line:

Beginning at a point on the Westerly right of way fence of the U.P.R.R. which lies North 619.04 feet and West 1012.35 feet from the S.E. Corner Section 8, T 2 N, R 5 E, SLB&M and running thence S 83° 14' W 1384.3 feet.

Together with the right to enter upon grantor's premises for such purpose in, on, over, under, through and along that certain portion of the land of grantor or so much thereof as is traversed thereby.

This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon and in favor of the successors and assigns of the respective parties hereto.

The grantee agrees to replace or repair, with material of like kind and equal quality, any existing fences, pipe lines, landscaping, driveways, or roadways, including the appurtenances thereto damaged or destroyed in said construction and will restore the surface as near as can be to its original condition within the easement area.

The grantor shall have the right to occupy and use the surface of the

# 103489

perpetual easement in any manner consistent with the easement herein granted but shall not build thereon any permanent structure or building.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

John S. Boyden  
Orpha S. Boyden  
Grantor

COALVILLE CITY

By Coopley Walker  
Grantee

ATTEST:

Bonnie M. Avera

STATE OF UTAH )  
                  ) :SS  
COUNTY OF SALT LAKE

On the 7<sup>th</sup> day of June, 1966, personally appeared before me JOHN S. BOYDEN and ORPHA S. BOYDEN, grantors named in the above instrument who duly acknowledged to me that they executed the same.

Dwight Strickland  
Notary Public  
Residing at: Salt Lake City, Utah

My Commission Expires:

8-18-68

STATE OF UTAH )  
                  ) :SS.  
COUNTY OF SUMMIT

On the 7<sup>th</sup> day of June, 1966, personally appeared before me Coopley Walker who duly acknowledged to me that he is the Mayor of Coalville City, a municipal corporation and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of the City Council of Coalville City and the said Coopley Walker duly acknowledged to me that said municipal corporation executed the same and the seal affixed is the seal of said corporation.

Rhea B. Stacey  
Notary Public  
Residing at: Coalville, Utah

My Commission Expires:

Jan 11-1970

