

(SEAL)

COALVILLE CITY

By  
Robert A. WilliamsATTEST: Imogene Y. SiddowaySTATE OF UTAH )  
:SS.  
COUNTY OF SUMMIT )

On the 11th day of April, 1964, personally appeared before me Elwood Le Roy Spriggs and Edna S. Spriggs, grantors named in the above instrument who duly acknowledged to me that they executed the same.

(NOTARIAL SEAL)

Rhea B. Stacey, Notary Public.

My commission Expires: Jan. 11, 1966

Residing at: COALVILLE, UTAH

STATE OF UTAH )  
:SS.  
COUNTY OF SUMMIT )

On the 11th day of April, 1964, personally appeared before me ROBERT A. WILLIAMS 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 MAYOR ROBERT A. WILLIAMS duly acknowledged to me that said municipal corporation executed the same and the seal affixed is the seal of said corporation.

(NOTARIAL SEAL)

Rhea B. Stacey, Notary Public.

My commission expires: Jan. 11, 1966

Residing at: COALVILLE, UTAH

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Recorded at the request of Coalville City April 13 A.D. 1964 at 4:32 P.M.

Landa Y. Spriggs, County Recorder

✓ Entry No. 98577

CORRECTED

EASEMENT

CORRECTED

THIS AGREEMENT made and entered into this 11th day of APRIL 1964, between COALVILLE COOP, a Corporation and ~~xxxxxxx~~, 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 sewer collection system in the City of Coalville in part traversing the property of grantor.

NOW THEREFORE, it is hereby agreed as follows:

Grantor does hereby grant, assign and set over to the grantee, its successors and assigns, the temporary and perpetual easements and rights of way as follows:

A temporary easement during the construction of the sewer line and appurtenant structures for construction purposes in, over, upon and across a strip of land 20 feet wide, lying 10 feet on each side of and parallel and adjacent to the center line hereinafter described, together with a permanent and perpetual easement to reconstruct, operate, repair, replace and maintain a sewer collection pipe line and appurtenant structures in, over upon and across the lands of Grantors in Summit County, State of Utah insofar 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 centerline:

LINE "D-1"

Beginning at a point 174 ft. N 66°30' E from the NW Corner of Block 80, Plat "B", C.T.S. and running thence 200.00 ft. S 23°30' E, thence 100.00 ft. S 20°00' W. Together with a temporary construction easement on, over, across, and through a strip of land 10 feet wide which lies East of, and parallel and adjacent to the permanent easement.

Easement filed and recorded November 19, 1963 at 1:10 O'clock PM in book 5A Misc, Entry 97810 at page 410, Summit County Recorder's Office corrected to include: Authorization for President and Secretary to sign easement; Also corporate acknowledgment. No other changes.

Together with the right to enter upon grantor's premises for each purpose in, on, over, under, through and along the 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 appur-

ences 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 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.

COALVILLE COOP

Frank B. Bullock  
PRESIDENT

Otis S. Bullock  
SECRETARY  
Grantor

(SEAL)

ATTEST: Imogene Y. Siddoway

COALVILLE CITY  
By Robert A. Williams

STATE OF UTAH )  
                  :SS.  
COUNTY OF SUMMIT )

On the 11th day of April, 1964, personally appeared before me FRANK B. BULLOCK and OTIS S. BULLOCK, grantors named in the above instrument who duly acknowledged to me that they executed the same.

(NOTARIAL SEAL)

Rhea B. Stacey, Notary Public.

My Commission Expires: Jan 11, 1966

Residing at: Coalville, Utah

STATE OF UTAH )  
                  :SS.  
COUNTY OF SUMMIT )

On the 11th day of April, 1964, personally appeared before me ROBERT A. WILLIAMS 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 MAYOR ROBERT A. WILLIAMS duly acknowledged to me that said corporation executed the same. and the seal affixed is the seal of said corporation.

(NOTARIAL SEAL)

Rhea B. Stacey, Notary Public.

My commission expires: Jan. 11, 1966

Residing at: COALVILLE, UTAH

RESOLUTION AUTHORIZING SIGNATURE OF PRESIDENT AND SECRETARY TO SIGN EASEMENTS RESOLVED That FRANK B. BULLOCK, the President of COALVILLE COOP, Coalville, Utah;

and OTIS S. BULLOCK, the Secretary of said Coalville COOP, Coalville, Utah; be and they are hereby authorized and empowered for and on behalf of and in the name of this corporation and as its corporate act and deed to perform all acts and execute and deliver all instruments in writing which the Coalville City Municipal Corporation may deem necessary to carry out the purposes of this resolution. To contract for the insurance of Right of Way Easements over, under and through certain properties owned by said corporation.

I, FRANK B. BULLOCK, AND OTIS S. BULLOCK, SECRETARY, of the Coalville Coop, a corporation created and existing under the laws of the State of Utah, do hereby certify and declare that the foregoing is a true and correct copy of a resolution duly passed and adopted by the Board of Directors of said corporation at a meeting of said Board duly regularly called, noticed and held, at the office of said corporation, on the 11th day of April, 1964, at which meeting a quorum of Board of Directors was present and voted in favor of said resolution; and that said resolution is now in full force and effect.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed the corporate seal of said corporation, this 11th day of April, 1964.

Frank B. Bullock  
PRESIDENT

(Seal) NONE

Otis S. Bullock  
SECRETARY

COALVILLE COOP, a Corporation

STATE OF UTAH, )  
                  :SS.  
County of SUMMIT )

On the 11th day of April, A.D. 1964 personally appeared before me Frank B. Bullock and Otis S. Bullock who being by me duly sworn did say, each for himself, that he, the said Frank B. Bullock is the president, and she, the said Otis S. Bullock is the secretary of the Coalville Coop Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said President and Secretary each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

(NOTARIAL SEAL)

Rhea B. Stacey, Notary Public.

My commission expires Jan 11, 1966

My residence is Coalville, Utah

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Recorded at the request of Coalville City April 13 A.D. 1964 at 4:33 P.M.  
Wanda Y. Spriggs, County Recorder