



# ROOSEVELT *Utah*

## ROOSEVELT CITY COUNCIL NOTICE AND AGENDA

December 20, 2022

Notice is hereby given that the Roosevelt City Council will hold its regular meeting on Tuesday December 20, 2022, at the Roosevelt Municipal Building, 255 South State Street, Roosevelt, Utah. Meeting shall begin promptly at 5:30 p.m.

The agenda will be as follows:

1. Call to Order
2. Roll Call
3. Opening Ceremony (*prayer and pledge of allegiance*)
4. Minutes
  - a. November 15, 2022
5. Public Comment Period

*if you would like to make a comment, but are unable to attend the meeting, please consider emailing your comment to [citycouncil@rooseveltcity.com](mailto:citycouncil@rooseveltcity.com)*
6. Action Items
  - a. 2023 Public Meeting and City Holiday Calendar
  - b. Purchase of Command Vehicle
  - c. Approval of Golf Course Restaurant RFP
  - d. Committee Appointments
  - e. Ballard City MOU
  - f. Altamont Energy Temporary Construction Pad Agreement
7. Discussion Items
8. Purchase Orders & Financial Review
9. City Manager Report
10. Committee Reports
11. Items for Future Discussion
12. Closed Session as for the purposes listed in Utah Code 52-4-205(1)(d)
13. Adjourn

Further information can be obtained by contacting Sunshine Bellon at (435) 725-7205. In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during these hearings should notify Sunshine Bellon at 255 South State Street, Roosevelt, Utah, 84066, at least three days prior to the hearing to be attended.



# ROOSEVELT

Utah

## ROOSEVELT CITY COUNCIL MINUTES

December 6, 2022

### 1. Call to Order

Councilman Baird nominated Councilman White to chair the December 6<sup>th</sup>, 2022, City Council meeting and was seconded by Councilman Aland. Councilman White agreed to Chair the meeting since Mayor Bird was attending remotely and called the meeting to order at 5:31 p.m.

### 2. Roll Call

Councilmen David Baird, Dustin White, Cody Aland and Rowdy Cloward were in attendance, and Mayor JR Bird joined the meeting via Zoom. Councilman Don Busenbark was not in attendance.

Others in attendance included Joshua Bake, Rhonda Goodrich, Mark J. Watkins, Ryan Clayburn, Sunshine Bellon, Hal Huff and Glen Murphy.

### 3. Opening Ceremony *(prayer and pledge of allegiance)*

Councilman Aland offered the opening prayer.

### 4. Minutes

#### a. November 15, 2022,

Seeing no questions or corrections, Councilman Cloward motioned to approve the November 15, 2022, minutes and was seconded by Councilman Baird. The motion passed unanimously, and the minutes were approved.

### 5. Public Comment Period

**Glen Murphy**- introduced himself and sated that he owns property next to Constitution Park and would like to see a fence of some kind across the bottom area. Right now, joggers and walkers like to look over the hill and as more people are coming to the park, it might become a problem. Mr. Murphy also addressed Council regarding a request that he made for a water connection on Summerall Lane approximately 6 years ago that he is still waiting on approval for. "Looking into the future, I can't sell because I can't get water hookups. I'm not saying I need it tomorrow, just some time in the future." Lastly Mr. Murphy updated the Council on a request that another property owner has been working on to get water rights from Salt Lake to drill and sell water to oil companies. He encouraged

the Council to join others who had already sent letters apposing the request, if they were also concerned about water “drying up.”

## 6. Action Items

### a. Committee Appointments

Mayor Bird submitted two appointment recommendations for the Arts, Parks, and Recreation Committee for Council Consideration. Austin McCook had applied during the last round of committee openings and was asked to resubmit for this round, and he was recommended to fill the opening on the Arts subcommittee. Cody Labrum also applied during this round of openings and was recommended for the seat on the Sports/Parks subcommittee. Councilman Cloward motioned to approve the appointments and was seconded by Councilman Aland. The motion passed unanimously with Councilmen Baird, White, Aland, and Cloward all voting aye.

### b. Resolution 2022-310 Amending the Council Rules of Order and Procedure

City Manager, Joshua Bake recommended that the Council table this issue due to language within the original resolution that conflicted with other City resolutions. Mayor Bird responded by restating the terms of the current resolution that he would like to maintain, specifically the 8- day timeline requirement to get items to the Deputy Recorder. Councilman Baird motioned to Table the item and was seconded by Councilman Cloward. The motion passed unanimously with Councilmen Baird, White, Aland, and Cloward all voting aye.

## 7. Discussion Items

### a. Sports Complex CIB Bond

Mayor Bird addressed the Council and shared his concerns regarding the Sports Complex bond saying, “the payments are higher than anticipated by \$60,000.” Mayor Bird went on to explain that he had consulted with City staff on ways to move forward with a slightly different direction to help the project come in within, or possibly under, budget. Mayor Bird also consulted with legal council and determined that the City can secure the funding but isn’t obligated to spend it. Mayor Bird asked the Council if they were still comfortable with their previous motion to move forward with the project, and the consensus was that the Council still wanted to move forward.

## 8. Purchase Orders & Financial Review

After reviewing the list of purchase orders, Councilman Aland motioned to approve and was seconded by Councilman Cloward. The motion passed unanimously with Councilmen Baird, White, Aland, and Cloward all voting aye.

## 9. City Manager Report

City Manager, Joshua Bake provided a brief update reminding the Council about the upcoming staff winter celebration and acknowledging the hard work of the City employees who were out running the snowplows and keeping the streets clear. Mr. Bake also acknowledged a recent officer involved shooting that had happened just

outside of Roosevelt. Mr. Bake explained that although they were not involved in the shooting, Roosevelt City Police were on the scene and did a great job supporting other law enforcement agencies.

10. Committee Reports

Mayor Bird updated the Council on the status of the Shooting Range saying that Mayor Abercrombie of Ballard City was working on an MOU.

11. Items for Future Discussion

Mr. Bake informed Council that the annual Public Meeting and Holiday Calendar for 2023 would be presented for their approval at the next meeting.

12. Closed Session as for the purposes listed in Utah Code 52-4-205(1)(d)

No closed session was held during this meeting.

13. Adjourn

At 5:51 p.m. Councilman Cloward motioned to adjourn the December 6, 2022, meeting of the Roosevelt City Council and was seconded by Councilman Aland. The motion passed unanimously, and the meeting was adjourned.

DRAFT



**Roosevelt City**  
U T A H

Item No. \_\_

<p><b>MEMO TO:</b> City Council ♦</p> <p><b>FROM:</b> Recorder's Office</p>	<p><b>Subject:</b> 2023 Public Meeting and Holiday Calendar</p> <p style="text-align: right;"><i>[Signature]</i></p>
<p><b>Recommendation:</b> To approve the attached Public Meeting and Roosevelt City Office Holiday Calendar with a decision for the independence day scheduling conflict.</p>	<p>♦</p> <p>12/12/22</p> <p><b>Fiscal Impact;</b> NA</p> <p><b>Fundine source;</b> NA</p>
<p><b>Background:</b></p> <ul style="list-style-type: none"><li>- Public Meeting recurrences are the same as 2022.<ul style="list-style-type: none"><li>-Golf Course Advisory Committee has been added</li><li>- Interfaith Advisory Council meeting schedule is still TBD.</li><li>- APRC voted to reschedule August meeting to 8/10/23 to avoid UBIC conflict.</li></ul></li><li>- 13 Holidays (same as 2022)<ul style="list-style-type: none"><li>- "Thanksgiving Observed" added in lieu of Columbus Day.</li></ul></li><li>-City Council Work session occurrence falls on Independence Day. Would the Council like to cancel or reschedule that meeting?</li></ul>	
<p><b>Attachments:</b></p>	

# 2023 Roosevelt City Public Meetings & Holidays

January

M	T	W	T	F	S	S
						01
02	03	04	05	06	07	08
09	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February

M	T	W	T	F	S	S
		01	02	03	04	05
06	07	08	09	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March

M	T	W	T	F	S	S
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06	07	08	09	10	11	12
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20	21	22	23	24	25	26
27	28	29	30	31		

April

M	T	W	T	F	S	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May

M	T	W	T	F	S	S
01	02	03	04	05	06	07
08	09	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June

M	T	W	T	F	S	S
			01	02	03	04
05	06	07	08	09	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July

M	T	W	T	F	S	S
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

M	T	W	T	F	S	S
	01	02	03	04	05	06
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September

M	T	W	T	F	S	S
				01	02	03
04	05	06	07	08	09	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October

M	T	W	T	F	S	S
						01
02	03	04	05	06	07	08
09	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					












November

M	T	W	T	F	S	S
		01	02	03	04	05
06	07	08	09	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

M	T	W	T	F	S	S
				01	02	03
04	05	06	07	08	09	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## Meeting Key

	City Council Work Session- 1st Tues. (conflicts with July 4 closed date)
	City Council Meetings- 3rd Tues.
	Planning & Zoning- 1st Wed.
	Arts, Parks & Rec.- 2nd Thur. ( Aug. reschedule for UBIC)
	Golf Course Advisory Committee- 2nd Tues.
	Interfaith Council- TBD
	Election Dates (filing, general, primary)
	UBIC
	Holidays/ City Hall Closed
	Airport Board- 2nd Tues. each quarter beginning in January
	Economic Development Committee- 2nd Tues. each quarter beginning in March

# 2023 Roosevelt City Public Meetings & Holidays

<b>Holidays 2023</b>	<b>Date</b>
New Years Day Observed	Jan 02, 2023
MLK Day	Jan 16, 2023
Presidents Day	Feb 20, 2023
Memorial Day	May 29, 2023
Juneteenth	Jun 19, 2023
<b>Independence Day</b>	Jul 04, 2023
Pinoeer Day	Jul 24, 2023
Labor Day	Sep 04, 2023
Veterans Day Observed	Nov 10, 2023
Thanksgiving	Nov 23, 2023
Thanksgiving Observed	Nov 24, 2023
Christmas	Dec 25, 2023
Christmas Observed	Dec 26, 2023

<b>Elections</b>	<b>Date</b>
Candidate Filing	Jun 01, 2023
Primary Election	Aug 15, 2023
General Election	Nov 07, 2023

<b>UBIC</b>
Aug 03, 2023
Aug 04, 2023
Aug 05, 2023

<b>City Council Work Session</b>
Jan 03, 2023
Feb 07, 2023
Mar 07, 2023
Apr 04, 2023
May 02, 2023
Jun 06, 2023
<b>Jul 04, 2023</b>
Aug 01, 2023
Sep 05, 2023
Oct 03, 2023
Nov 07, 2023
Dec 05, 2023

<b>City Council Meetings</b>
Jan 17, 2023
Feb 21, 2023
Mar 21, 2023
Apr 18, 2023
May 16, 2023
Jun 22, 2023
Jul 20, 2023
Aug 15, 2023
Sep 21, 2023
Oct 19, 2023
Nov 16, 2023
Dec 21, 2023

<b>Planning &amp; Zoning</b>
Jan 04, 2023
Feb 01, 2023
Mar 01, 2023
Apr 05, 2023
May 03, 2023
Jun 07, 2023
Jul 05, 2023
Aug 02, 2023
Sep 06, 2023
Oct 04, 2023
Nov 01, 2023
Dec 06, 2023

<b>APRC</b>
Jan 05, 2023
Feb 02, 2023
Mar 02, 2023
Apr 06, 2023
May 04, 2023
Jun 01, 2023
Jul 06, 2023
Aug 10, 2023
Sep 07, 2023
Oct 05, 2023
Nov 09, 2023
Dec 07, 2023

<b>Golf Course</b>
Jan 10, 2023
Feb 14, 2023
Mar 14, 2023
Apr 11, 2023
May 09, 2023
Jun 13, 2023
Jul 11, 2023
Aug 08, 2023
Sep 12, 2023
Oct 10, 2023
Nov 14, 2023
Dec 12, 2023



**Roosevelt City**  
U T A H

Item No. \_\_\_\_\_

<b>MEMO TO:</b> Council ⚡	<b>Subject:</b> Purchase of a command vehicle
<b>FROM:</b> Chief Watkins	
<b>Recommendation:</b>	<b>Date:</b> December 12, 2022
	<b>Fiscal Impact:</b> \$18,000
	<b>Funding Source:</b> Alcohol money
<b>Background:</b> <p>The Department of Public Safety has a surplus command vehicle, a 1996 Beaver 346Mont 32-foot motorhome with 36,000 miles. It is equipped with work tables, a conference table, cabinets, a kitchen, and an onboard generator. We will need to eventually purchase the equipment we would want in it.</p>	
<b>Attachments:</b> <p>Inventory profile</p>	





## INVENTORY PROFILE

<b>Inventory #</b>	<b>181992</b>
<b>Item</b>	<b>Motorhome</b>
<b>Qty in Stock</b>	1
<b>Qty Reserved</b>	0
<b>Asset #</b>	PSMH001H6
<b>VIN/Serial #</b>	4SLB6CM26T1106293
<b>Model</b>	346MONT
<b>Condition</b>	Fair
<b>Unit Price</b>	20000
<b>Location</b>	Surplus Property
<b>Internal Only</b>	No

1996 BEAVER 346MONT MOTORHOME - DIESEL - GOLD - ACTUAL MILEAGE 36,894 - ODOMETER READING 6,618 (ODO REPLACED IN 2010) ===== NEW BATTERIES BUT DON'T SEEM TO HOLD A CHARGE ===== WAS USED AS A COMMAND CENTER - WORKSURFACES - CABINETS - METAL CABINETS - CENTRAL TABLE - SOME HOLES WHERE EQUIPMENT REMOVED - EQUIPMENT REMOVED FROM ROOF (HOLES FILLED) - VEHICLE DOES RUN, NEEDS TO BE JUMP STARTED Length 33'



	<p><b>VEHICLE:</b> 2016 MERCEDES-BENZ <b>MAKE/RECLASS:</b> <b>ESTIMATED COST:</b></p> <p><b>ADDITIONAL INFO:</b> THIS VEHICLE IS A 2016 MERCEDES-BENZ SPRINTER MOTORHOME WITH A 2.0L DIESEL ENGINE. IT IS A 2016 MODEL YEAR VEHICLE. THE VEHICLE IS IN GOOD CONDITION AND IS A 2016 MODEL YEAR VEHICLE. THE VEHICLE IS A 2016 MERCEDES-BENZ SPRINTER MOTORHOME WITH A 2.0L DIESEL ENGINE. IT IS A 2016 MODEL YEAR VEHICLE. THE VEHICLE IS IN GOOD CONDITION AND IS A 2016 MODEL YEAR VEHICLE.</p>		
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**[EXT] Surplus Property Command Center INV 181992**

danmartinez@utah.gov <danmartinez@utah.gov>

on behalf of

utahsurplus DGO <utahsurplus@utah.gov>

Mon 12/12/2022 9:17 AM

To: Allan Tucker <ATucker@rooseveltcity.com>

 2 attachments (589 KB)

Inventory 181992.pdf; Maintenance History 181992.pdf;

The contact at Public Safety is:

Lorry Herrera, DPS DES & Homeland Security

801-538-3779 (work)

385-249-6187 (mobile)

Thanks,

Dan Martinez 801-448-4450



**Roosevelt City**  
U T A H

Item No. \_\_\_\_\_

<b>MEMO TO:</b> City Council <b>FROM:</b> City Manager ✍	<b>Subject:</b> <i>Approve an RFP to be sent out for Golf Course Restaurant</i>
<b>Recommendation:</b> <i>That City Council approve an RFP to be sent out looking for a golf course restaurant.</i>	<b>Date:</b> 12/12/22
	<b>Fiscal Impact:</b> N/A
	<b>Funding Source:</b> N/A
<b>Background:</b> <i>Staff is seeking approval to send out an RFP seeking interested parties that would operate a restaurant in the City's golf course clubhouse.</i>	
<b>Attachments:</b>	

# Agreement Between Ballard City and Roosevelt City

This agreement made and entered into on November 16, 2022, by and between Ballard City and Roosevelt City, regarding the expenses allotted by both cities for the Roosevelt Gun Range / 2000 South Roadway Project.

Ballard City and Roosevelt City enter into this agreement for the purpose of providing a more detailed account of funds discussed in the October 4, 2022, Ballard City Council meeting in which the following items were discussed regarding each entities donated use of time and funds.

Roosevelt City – Contribution to the 2000 S. Roadway Improvements

- 1) \$50,000 Budget for Road Materials
- 2) Use of Rota mill (Roosevelt owned) to be used on roadway
- 3) Use of Sandstone / Ledge rock excavated off Roosevelt property (used for gun range), to be used for the building up of the roadway.
- 4) Provide Road Plans to be reviewed by Ballard City engineers.

Ballard City – Contribution to the Gun Range / 2000 South Roadway Improvements

- 1) Ballard City will purchase \$10,000 Road base for the Roadway Improvements
- 2) Ballard City will purchase \$10,000 in Benches for the Shooting Range
- 3) Ballard City will oversee construction of Roadway to make sure it will be to Ballard City Ordinance standards.

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Mayor Bob Abercrombie

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Mayor JR Bird

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Attest Kaelyn Meyers

## TEMPORARY CONSTRUCTION PAD AGREEMENT

This Temporary Construction Pad Agreement (“Agreement”) is made, entered into and effective this \_\_\_\_\_ day of December 2022, by and between

**Roosevelt City Corporation, a municipal corporation located in Duchesne County,  
State of Utah  
255 South State Street, Roosevelt, Utah 84066  
 (“Owner”)**

and

**Altamont Energy LLC  
8490 East Crescent Parkway, Suite 100, Greenwood Village, CO 80111  
 (“Operator”).**

Whereas, Owner owns the surface estate of the real property in Duchesne County, Utah, legally described as:

**Township 02 South, Range 01 West  
Section 16**

Pad Dimensions +/- 140’ x 250’ (no construction needed, will use area as is).  
Being a portion of Assessor Parcel 00-0002-2503

### TERMS

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties herein contained, Owner and Operator hereby AGREE AS FOLLOWS:

#### 1. Temporary Construction Pad.

**1.1. Right of Use.** Owner hereby grants, bargains, assigns, and conveys to Operator, its agents, employees, assigns, contractors, and subcontractors the right to enter upon and use the Temporary Construction Pad (“pad”), as approximately shown and denoted on Exhibit “A”, attached hereto, for the purpose of staging equipment, and pumping water. Such equipment whether permanent or temporary may include, but is not limited to heavy machinery, motor vehicles, bore equipment, pumps, generators, tanks, containments, hoses, pipes, valves, lights, poles, facilities heater treaters, pipeline connections, and structures. Right of Use shall also include Operator’s rights for:

- ingress and egress to the lands via the road sometimes called W500N.
- installing a temporary surface pipeline from the above lands, over W500N to connections in the vicinity N State Street.

- drawing water through a temporary surface pipeline from Cottonwood Creek over Owner's lands adjacent to the lands described above.

1.2. **Consideration.** As consideration for use of the pad, Operator shall pay Owner **FIVE THOUSAND DOLLARS (\$5,000.00)** as a one-time payment. Such payment shall constitute final payment in full. Payment shall be made within 10 days of the effective date of this agreement

1.3. Operator, its agents, employees, assigns, contractors, and subcontractors shall have the right at any time to enter upon and use the pad for the purpose of inspecting and maintaining the pad and any facilities placed thereon or within the adjacent pipeline easement, and for any other action reasonably justified for the purpose of oil and gas related activities. Nothing in this subsection shall be construed in such a way as to allow Operator, its agents, employees, assigns, contractors, subcontractors or the public, to use the pad for recreational purposes.

1.4. **Term.** This agreement shall be for a Term of 6 months beginning on the effective date. Owner will consider reasonable requests for extensions but hereby notifies and informs operator that Owner has entered into another agreement, with a third party, which could affect owner's ability to agree to future extensions.

1.5. **Non-Interference.** Owner reserves the right to use and enjoy the pad insofar as Owner's use and enjoyment does not hinder or interfere with operator's rights hereunder.

1.6. **Maintenance and General Operations.** Operator shall at all times repair and keep the pad safe and in good order, free of noxious weeds, litter, and debris and will properly maintain the pad in such a manner as to minimize interference with Owner's use of the Property. Operator shall dispose of all litter, sewage, and debris off of the Property at a legal disposal site. Using reasonable efforts, Operator shall not allow or permit erosion to continue on areas disturbed within or immediately adjacent to the pad and shall promptly repair, reclaim and reseed all erosion sites so long as erosion is a direct cause of Operator's actions.

1.7. **Non-exclusion.** Owner grants Operator non-exclusive use of the pad.

1.8. **Indemnity and Release.** Operator agrees to defend, indemnify and hold Owner, its agents, employees, directors, officers, servants, and invitees harmless from and against any and all losses, claims, demands, liabilities or causes of action of every kind and character, in favor of any person or party, for any casualty, and for injury to or illness or death of any person, which losses, claims, demands, liabilities, causes of action, casualty, injury, illness or death relates to, arises out of or is incident to the scope, work or services under this Agreement, and regardless of the cause of such loss or claim, indemnitees' negligence or strict liability, or other legal fault of indemnitees, whether

sole, joint or concurrent; excluding, however, such liability, claims losses, damages, or expenses arising from Owner's sole negligence, willful misconduct, or fraudulent conduct. Operator shall fully defend any such claim, demand or suit at its sole expense, even if the same is groundless. Operator's indemnification of Owner hereunder includes any contractual liability under indemnity agreements that Owner may have with third parties concerning property casualty, bodily injury or death to any employee of Operator. This indemnity shall be limited to the extent necessary for compliance with applicable State and Federal laws.

- 1.9. Assignment.** This Agreement shall be binding upon and shall be for the benefit of the parties hereto, their respective heirs, successors, affiliates, tenants, lessees and assigns. Any sale or assignment by Owners of an interest in said Land and/or the Leases shall be made expressly subject to the terms and conditions of this Agreement.
- 1.10. Reclamation.** Upon the expiration of this Agreement, except as may otherwise be agreed and extended in writing, Operator shall within (30) days: a) remove all temporary surface equipment, surface pipelines and pipeline interconnections from the Lands, as such have been constructed, erected and/or used pursuant to this Agreement; b) restore the impacted ground surface of the Lands to as near as reasonably practicable its original contour and condition; and, c) restore and repair, to as near as reasonably practicable their pre-existing condition, any fences damaged by Operator's use.
- 1.11. Survival.** All release, indemnification, reclamation and payment of damages obligations shall survive the termination or expiration of this Agreement.

**Owner:**  
**Roosevelt City**

\_\_\_\_\_  
By: Roddie I. Bird JR  
Title: Mayor

**Operator:**  
**Altamont Energy LLC**

By: \_\_\_\_\_  
Michael K. Decker,  
Executive Vice President & Chief Operating Officer  
Altamont Energy, LLC



STATE OF COLORADO )

COUNTY OF ARAPAHOE )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, in the name of our Lord 2022, by Michael K. Decker known to me to the Executive Vice President & Chief Operating Officer of Altamont Energy LLC, a Delaware limited liability company, who affirmed that the foregoing instrument was signed on behalf of such company and that the execution of this instrument was the free act and deed of such company.

\_\_\_\_\_  
Notary Public, State of Colorado

Notary Public, State of Utah

STATE OF UTAH )

COUNTY OF DUCHESNE )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, in the name of our Lord 2022, by \_\_\_\_\_, by known to me to the

\_\_\_\_\_ of **Roosevelt** **City**, who affirmed that the foregoing instrument was signed on behalf of such company and that the execution of this instrument was the free act and deed of such company.

\_\_\_\_\_  
Notary Public, State of Utah  
My commission expires: