

8816779

8816779
09/15/2003 02:11 PM NO FEE
Book - 8881 Pg - 4330-4333
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
BY: LDT, DEPUTY - MT 4 P.

When Recorded Return to:
Salt Lake City Public Utilities
Attn: Karryn Greenleaf
1530 South West Temple
SLC, UT 84115
Sidwell No. 07-35-100-012

RECORDED

JUL 28 2003

REVOCABLE PERMIT

CITY RECORDER

THIS AGREEMENT is made and entered into as of _____, by and between SALT LAKE CITY CORPORATION, a municipal corporation of the state of Utah, hereinafter ("City"), and JOHN GLENN PARTNERS, LC, an Utah limited liability company, whose mailing address is 431 N. Neil Armstrong Road, Salt Lake City, Utah 84116 hereinafter "Permittee".

WITNESSETH:

WHEREAS, City is the owner of an easement across property located at 491 North John Glenn Road within which is located a portion of the Little Goggin Drain; and

WHEREAS, Permittee is desirous of using part of the said easement for two 12-inch storm drain connections (the "Facilities") located within the city easement; and

WHEREAS, City is willing to grant a Revocable Permit for such use;

NOW, THEREFORE, in consideration of the following mutual benefits and covenants, the parties agree as follows:

1. For a period of ten (10) years from the date hereof, the City hereby grants permission and license to Permittee to install, operate and maintain Facilities within the premises described in Exhibit "A", attached hereto and by this reference made a part hereof. Said premises is located in Salt Lake County, State of Utah and this permit is SUBJECT TO the following additional conditions:
2. Prior to any installation, the Permittee's plans, specifications and timetable for installation of said facilities shall be submitted to and must be approved by the City's Director of Public Utilities ("Director") before any work thereon may commence. Permittee will make any changes in such plans, specifications or timetable as and when requested by said Director.
3. Permittee agrees not to erect any other structure other than said Facilities or make any other improvements on the said City owned premises. Permittee agrees to perform all such installation pursuant to all applicable federal laws or regulations, City ordinances, Salt Lake County and State law. Installation and maintenance of the facilities on the premises shall be at Permittee's sole expense.
4. Permittee will, at Permittee's sole expense, and within the time and when requested in writing by City, remove, replace or alter the said Facilities installed by Permittee on the premises.
5. Permittee agrees that at all times said premises is subject to any use City may desire, and City shall not be liable to Permittee for any loss of use or damage to Permittee's Facilities thereon resulting from such use.

BK 8881 PG 4330

6. Permittee agrees, upon written notice from said Director, to repair any damage caused to the premises or canal and related facilities as a result of Permittee's, his/her/its agents', employees', or invitees' use of this permit.

7. This permit is given subject to revocation by the City for any reason and at any time upon the expiration of thirty (30) days prior written notice sent to Permittee's above stated address. Permittee shall remove any improvements from the Property after such notice, restoring the surface of the Property as near as possible to its condition prior to the issuance of this permit.

8. Permittee agrees to indemnify, hold harmless and defend City, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Permittee's use of the Property or any activities conducted thereon by Permittee, his/her/its agents, employees, invitees or trespassers.

9. This Permit is not assignable.

10. This permit embodies the entire agreement between the parties and it cannot be changed except through a written instrument which is signed by both parties.

11. Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. Permittee represents that it has not (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

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

RECORDED

JUL 28 2003

SALT LAKE CITY CORPORATION

Arnold W. Hodson
PUBLIC UTILITIES DIRECTOR

CITY RECORDER
ATTEST AND COUNTERSIGN:

Christine Neek
CHIEF DEPUTY CITY RECORDER



APPROVED AS TO FORM
Salt Lake City Attorney's Office

Date 7/23/03
By [Signature]

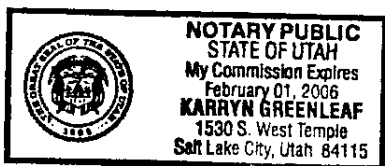
JOHN GLENN PARTNERS, LC

[Signature]
THOMAS D. STEWART
MANAGING MANAGER

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
County of Salt Lake)

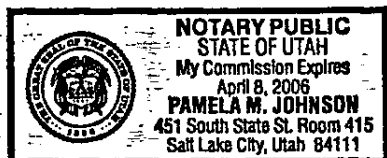
The foregoing instrument was acknowledged before me this day of 29-03, by LeRoy W. Hooton, Jr. in his capacity as Public Utilities Director of SALT LAKE CITY CORPORATION, a municipal corporation of the state of Utah.



Karryn Greenleaf
NOTARY PUBLIC, Residing in
Salt Lake County, Utah

STATE OF UTAH)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this day of July 28, 03, by Christine Meeker in his/her capacity as Chief Deputy Recorder of SALT LAKE CITY CORPORATION, a municipal corporation of the state of Utah.



Pamela M. Johnson
NOTARY PUBLIC, Residing in
Salt Lake County, Utah

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the _____, personally appeared before me THOMAS D. ^{Stuart} STEWART, who, being by me duly sworn, did say that he is a Managing Member of JOHN GLENN PARTNERS, LC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said company; and said person acknowledged to me that said corporation executed the same.

[Signature]
NOTARY PUBLIC, residing in
Salt Lake County, Utah

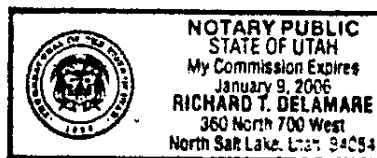


Exhibit "A"

DESCRIPTION OF PREMISES WITHIN CITY EASEMENT

**Legal Description for
Proposed Drainage Connection into Little Goggin Drain
Quality Distributing / Bonneville Center Plat B1**

Southerly Connection:

A permit over a portion of the Little Goggin Drain Easement, lying in Lot 5, Bonneville Center Subdivision - Plat B1, as recorded in the Office of the Salt Lake County Recorder, lying in the West half of Section 35, Township 1 North, Range 2 West, Salt Lake Base and Meridian, being a strip of land 20.00 feet wide lying on each side of the following described centerline:

Beginning at a point on the North line of said Little Goggin Drain Easement, which lies 490.27 feet South 89°58'51" West along the Section line and 2608.48 feet South 00°02'54" West along the Westerly right-of-way line of John Glenn Road (6070 West) and 561.24 feet North 89°58'15" West along the North line of said Little Goggin Drain Easement from the North Quarter corner of Section 35, Township 1 North, Range 2 West, Salt Lake Base and Meridian, and running thence South 36.11 feet to the point of ending of said centerline. Contains 719 square feet, more or less.

Westerly Connection:

A permit over a portion of the Little Goggin Drain Easement, lying in Lot 5, Bonneville Center Subdivision - Plat B1, as recorded in the Office of the Salt Lake County Recorder, lying in the West half of Section 35, Township 1 North, Range 2 West, Salt Lake Base and Meridian, being a strip of land 20.00 feet wide lying on each side of the following described centerline:

Beginning at a point on the North line of said Little Goggin Drain Easement, which lies 490.27 feet South 89°58'51" West along the Section line and 2608.48 feet South 00°02'54" West along the Westerly right-of-way line of John Glenn Road (6070 West) and 700.20 feet North 89°58'15" West along the North line of said Little Goggin Drain Easement and 359.68 feet North 00°05'35" West along the East line of said Little Goggin Drain Easement from the North Quarter corner of Section 35, Township 1 North, Range 2 West, Salt Lake Base and Meridian, and running thence West 35.00 feet to the point of ending of said centerline. Contains 700 square feet, more or less.