

6508678

STATE OF UTAH, }
City and County of Salt Lake, } ss.

6508678
11/19/96 08:42 AM**NO FEE**
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY - RECORDER
REC BY: Z JOHANSON , DEPUTY - WI

I, ... BONNIE FERRIN Deputy, City Recorder of Salt Lake City, Utah, do hereby
certify that the attached document is a full, true and correct copy of. . Revocable Permit to
ROBERT L. SLUDER, . for a retaining wall and fence at approximately 2335 Lakeline Drive,
Pursuant to Petition No. 400-96-82.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City,
this 18th day of November 19.96 .



..... *Bonnie Ferrin*
Deputy City Recorder

BK 7537 PG 2188

REVOCABLE PERMIT

RECORDED

THIS AGREEMENT, made and entered into as of
NOV 18 1996

_____, 1996, by and between **SALT LAKE CITY
CITY RECORDER**
CORPORATION, a municipal corporation of the State of Utah, hereinafter
"City," and **ROBERT L. SLUDER**, 2335 Lakeline Drive, Salt Lake City, Utah,
hereinafter "Permittee,"

WITNESSETH:

WHEREAS, City is the owner of a certain portion of the public way,
hereinafter described and referred to as the premises; and

WHEREAS, Permittee is desirous of using part of the said public way
for a retaining wall and fence at approximately 2335 Lakeline Drive, which
property lies adjacent to property owned by Permittee; 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 twenty (20) years from the date hereof, City
hereby grants permission and license to Permittee to construct and maintain
a retaining wall on the premises described as 24 feet abutting the public way
adjacent to 2335 Lakeline Drive. Said property is located in Salt Lake
County, State of Utah, and is subject to the following conditions:

2. Permittee agrees not to erect any other structure other than the
said retaining wall, or make any other improvements on the said City owned

BK7537PG2189

premises without the prior written consent of the City. Permittee agrees to perform all such construction pursuant to all applicable federal laws or regulations, City ordinance, Salt Lake County health regulations and state law. Installation and maintenance of the retaining wall on the premises shall be at Permittee's sole expense.

3. Permittee agrees perform all construction so as to leave the fire hydrant located in the public way protected by a wall.

4. Permittee will, at Permittee's sole expense, and within the time and when requested in writing by the City, remove, replace or alter the said retaining wall installed by Permittee on said 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 retaining wall resulting from such use.

6. Permittee agrees, upon written notice from the City, to repair any damage caused to the premises or its public way, or the fire hydrant located in the public way as a result of Permittee's, its/his 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 at Permittee's above stated address. Permittee shall remove any improvements from the said premises after such notice, restoring the surface of said premises as near as possible to its condition prior to the issuance of this permit.

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

9. This Permit is not assignable.

10. Any ambiguity in this permit shall be construed in favor of the City.

11. This Permit embodies the entire agreement between the parties and it cannot be changed except through a written instrument signed by both parties.

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

RECORDED

NOV 18 1996 SALT LAKE CITY CORPORATION

CITY RECORDER

BY

Dee Dee Conrad
MAYOR

ATTEST: *Christina Neek*
CHIEF DEPUTY RECORDER



COPY-
CO. RECORDER

BK 7537 PG 2191

~~02/28/96~~

~~ENTERED IN LOCAL RECORDS~~


Sub: _____
Date: October 16, 1996
By: [Signature]

[Signature]
(PERMITTEE)

LIGHT TYPE
CO. RECORDER

POOR COPY
CO. RECORDS

Chris Pavlakis

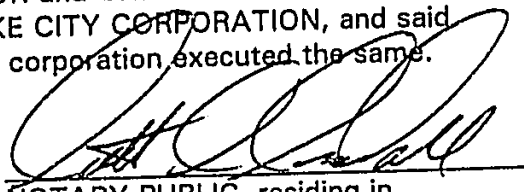
 Notary Public
CHRIS PAVLAKIS
P.O. Box 58000
Salt Lake City, Utah 84103
My Commission Expires
February 18, 1997
State of Utah

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CITY JURAT

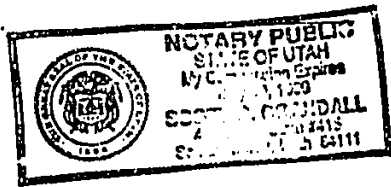
STATE OF UTAH)
: ss.
County of Salt Lake)

On NOV 18 1996, personally appeared before me
DEEDEE CORRADINI and Christine Meeker, who, being by me duly
sworn, did say that they are the MAYOR and CHIEF DEPUTY CITY
RECORDER, respectively, of SALT LAKE CITY CORPORATION, and said
persons acknowledged to me that said corporation executed the same.



NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:



-COPY-
CO. RECORDER

BK 7537 PG 2193