

Presented to the Board of Commissioners  
AND APPROVED

FEB 18 1976

*Mildred V. Higham*  
CITY RECORDER

Recorded MAR - 3 1976 at 1205P ..  
Request of SALT LAKE CITY CORP.  
KATIE L. DIXON, Recorder  
Salt Lake County, Utah  
S. No Fee By [Signature] Deputy  
REF. \_\_\_\_\_

APPROVED AS PER PERMIT  
Salt Lake City, Utah  
Date 2-11-76  
By [Signature]

REVOCABLE PERMIT

**2790985**

AN AGREEMENT, made and entered into as of the 30<sup>TH</sup> day of January, 1976, by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter CITY, and FARRELL T. WANKIER, Jr. and DEANNA R. WANKIER, his wife, residents of Salt Lake County, Utah, hereinafter PERMITTEE.

W I T N E S S E T H:

WHEREAS, City is the owner and fee simple of certain real property hereinafter described; and

WHEREAS, Permittee is desirous of using said City property for the purpose of continuing an encroachment of a house and garage constructed more than 50 years ago on said property; and

WHEREAS, City is willing to grant a revocable permit for such use.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. City grants permission and license to Permittee to use, subject to the terms and conditions stated hereinafter, the following described tract of land, located in Salt Lake County, State of Utah, more particularly described as follows:

Garage: Beginning at a point on the East side of the garage North 0° 0' 24" West along the West line of Block 70, Plat "D", Salt Lake City Survey, 330 feet, and North 89° 54' 56" West 55.9 feet from the Southwest corner of said Block 70, said beginning point being also North 89° 54' 56" West 55.9 feet from the Northwest corner of Lot 3 of said Block 70, and running thence North 89° 54' 55" West 17.90 feet to the West side of said garage; thence North 0° 0' 24" West 8.86 feet more or less, to the Northwest corner of said garage; thence South 89° 54' 56" East 17.90 feet along the North side of said garage to the Northeast corner of said garage; thence South 0° 0' 24" East 8.53 feet, more or less, to the point of beginning.

Brick House: Beginning at a point on the East side of a brick house North 0° 0' 24" West along the West line of Block 70, Plat "D", Salt Lake City Survey, 330 feet, and North 89° 54' 56" West 78.2 feet from the Southwest corner of said Block 70, said beginning point being also North 89° 54' 56" West 78.2 feet from the Northwest corner of Lot 3 of said Block 70, and running thence North 89° 54' 56" West 31.44 feet; thence South 26° 35' 26" West 8 feet, more or less, to the West side of said brick house; thence North along the West side of said house 8 feet, more or less, to the Northwest corner of said house; thence South 89° 54' 56" East along the North side of said house 34.2 feet, more or less, to the Northeast corner of said house; thence South 1.14 feet to the point of beginning.

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STATE OF UTAH }  
COUNTY OF SALT LAKE } ss

I, Mildred V. Higham, City Recorder of Salt Lake City, Utah, do hereby certify that the attached  
Revocable Permit ..... from ..... between Salt Lake City Corporation & Farrell T.  
Wankier, Jr. & Deanne R. Wankier for encroachment upon City property at 5th Avenue  
& Spencer Court:  
was duly approved and accepted by the Board of Commissioners of Salt Lake City, Utah, this  
18th day of February, A.D. 1976

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Salt Lake City,  
Utah, this 2nd day of March, A.D. 1976

*Mildred V. Higham*  
City Recorder of Salt Lake City, Utah

CITY ATTORNEY 79/1976

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2. Permittee agrees not to erect or maintain any improvements on said premises, other than the house and garage already encroaching, except for minimal maintenance thereon, and to make no other improvements without prior written consent of City.

3. Permittee will, at Permittee's sole expense and within the time and when requested in writing by City, remove, replace or alter any improvements on said premises.

4. Permittee agrees that at all times said premises are subject to any use City may desire and City shall not be liable to Permittee for any loss of use or damage improvements thereon caused by such use.

5. Permittee agrees to repair any damage caused to the premises as the result of their use, and upon expiration of the normal life of the existing improvements, or before if requested, to demolish and completely remove and restore the premises to a level condition.

6. This permit is given subject to revocation by City for any reason, and at any time upon the expiration of 30 days after written notice has been sent to Permittee Permittee shall remove any or all improvements on said premises after and pursuant to such notice, and City shall not be liable for any loss, expense or inconvenience suffered by Permittee as a result of such revocation and required removal.

7. Permittee agrees to indemnify and save harmless City, its agents and employees from all claims, mechanics liens, damages, demands, actions, costs or charges including attorney's fees arising out of or by reasons of Permittee's use of said premises or any activities conducted thereon by Permittee, its agents, employees, invitees, or any other person.

8. This permit is not assignable by either party.

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

SALT LAKE CITY CORPORATION

By

*Jed S. Williams*  
MAYOR



*Mildred G. Higham*  
CITY RECORDER

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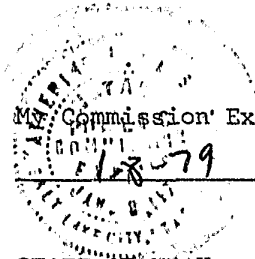
*Farrell T. Wankier, Jr.*  
\_\_\_\_\_  
FARRELL T. WANKIER, JR.

*Deanna R. Wankier*  
\_\_\_\_\_  
DEANNA R. WANKIER

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

On the 18<sup>th</sup> day of ~~January~~ February 1976, personally appeared before me TED L. WILSON and MILDRED V. HIGHAM, who being by me duly sworn did say that they are the MAYOR and CITY RECORDER, respectively, of SALT LAKE CITY CORPORATION, and that said instrument was signed in behalf of said corporation by authority of a motion of its Board of Commissioners passed on the 18<sup>th</sup> day of ~~January~~ February 1976, and said persons acknowledged to me that said corporation executed the same.

*Katherine L. Baranick*  
\_\_\_\_\_  
NOTARY PUBLIC, residing in  
Salt Lake City, Utah

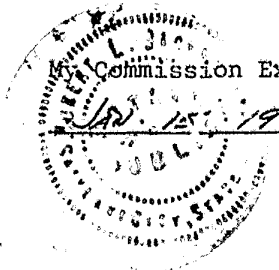


My Commission Expires:  
\_\_\_\_\_

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

On the 30<sup>th</sup> day of January, 1976, personally appeared before me FARRELL T. WANKIER, JR. and DEANNA R. WANKIER, his wife, who being by me duly sworn did say that they executed the foregoing instrument.

*Farrell T. Wankier, Jr.*  
\_\_\_\_\_  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah



My Commission Expires:  
\_\_\_\_\_

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