

APPROVED

JAN 17 1984

3940579

REVOCABLE PERMIT

AN AGREEMENT, made and entered into this 17 day of Jan, CITY RECORDER, 19 84, by and between SALT LAKE CITY, a municipal corporation of the State of Utah, hereinafter "City", and HEDMAN INVESTMENTS, INC., a Utah Corporation, of Salt Lake County, hereinafter "Permittee".

W I T N E S S E T H:

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

WHEREAS, Permittee is desirous of piping a portion of the East Jordan Canal and paving and using the surface for parking and access to Permittee's property; 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. City grants permission and license to Permittee to construct and install piping adequate to carry said canal so long as the canal, conduit or pipe underlying the entire crossing shall be protected for H-15 highway loading, and subject to the terms and conditions stated hereinafter, upon the following described premises, located in Salt Lake County, State of Utah, to wit:

Beginning at a point which bears South 55°18' East 2562.4 feet from the Northwest corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, thence running South 42°32' West 125.4 feet, thence South 72°16' East 72.6 feet, thence North 42°32' East 174.55 feet thence North 47°28' West 66.0 feet, thence South 42°32' West 79.6 feet to the point of beginning. Contains 0.287 acres

2. Permittee agrees to maintain said installation for one year after installation.

3. Permittee agrees not to erect any other structure, or make any other improvements on the said premises other than for paving and use of the premises as a parking lot, and landscaping, without the prior written consent of City. Permittee agrees to make all such installations at his sole expense, and to pay any City fees or charges in connection therewith.

4. Construction may only be performed on said premises during the period from October 15 to March 15 of any years, or as permitted in writing by the Public Utilities Director.

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SALT LAKE CITY
REC'D OF
Wayne Harper
No Fee
CITY CLERK
SALT LAKE COUNTY, UTAH

5. Prior to any installation, Permittee's complete plans prepared by a licensed Engineer for said improvements and landscaping shall be submitted to and approved in writing by the City's Director of the Department of Public Utilities or his designee.

6. Permittee also agrees not to plant trees or shrubs of a deep tap root variety which could penetrate said conduit or interfere in any way with its function.

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

8. 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 improvements thereon. Otherwise, after said installation, Permittee may use the premises for parking.

9. Permittee agrees to repair any damage caused to the premises as a result of Permittee's use thereof.

10. This permit is given subject to revocation by City for any reason and at any time upon the expiration of thirty (30) days after written notice has been sent to Permittee, at 948 East 7145 South, Suite 104, Midvale, UT 84047. Permittee shall not remove any improvements from the said premises after such notice without the prior consent of City. City shall not be liable for any loss, expense or inconvenience suffered Permittee as a result of such revocation.

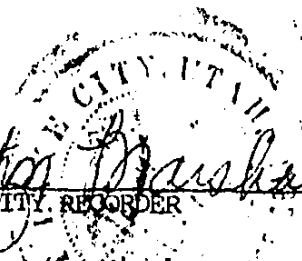
11. Permittee agrees to indemnify and save harmless and defend the City, its agents and employees, from all claims, mechanic's claims, demands, damages, actions, costs and charges, including attorney's fees, arising out of or by reason of the use of said premises or any activities conducted thereon by Permittee, its agents, employees or invitees.

12. This permit is not assignable by either party.

13. This Agreement embodies the entire agreement between the parties and it cannot be altered, except in writing signed by both parties.

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

ATTEST:


Arthur Marshall
CITY RECORDER
JAN 17 1984
CITY RECORDER

SALT LAKE CITY CORPORATION

By

[Signature]
MAYOR

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JAN 17 1984

CITY RECORDER

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HELMAN INVESTMENT, INC.

John G. Helman
JOHN G. HELMAN, President

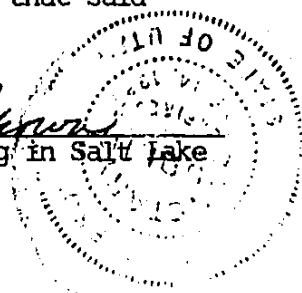
ATTEST:

Julie R. Helman
JULIE R. HELMAN, Secretary

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

On the 17th day of Jan., 1984, personally appeared before me TED L. WILSON and KATHRYN MARSHALL, 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 persons acknowledged to me that said corporation executed the same.

LaNeta M. Brown
NOTARY PUBLIC, residing in Salt Lake
City, Utah



My Commission Expires:

6-14-87

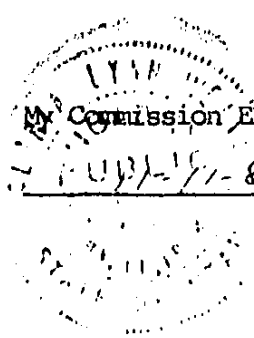
STATE OF UTAH)
: ss.
County of Salt Lake)

On the 12 day of January, 1984 personally appeared before me JOHN G. HELMAN and JULIE R. HELMAN, who being by me duly sworn, did say that they are the President and Secretary of HELMAN INVESTMENTS, INC., and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, or by-laws and said JOHN G. HELMAN and JULIE R. HELMAN, the signers of the above instrument acknowledged to me that said corporation executed the same.

Sharon Ann Weaver (Pedochick)
NOTARY PUBLIC, Residing in Salt
Lake City, Utah

My Commission Expires:

1-17-84



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