

3523907

RECORDED IN THE
SALT LAKE CITY
DATE 1/19/81
BY R. Montgomery

REVOCABLE PERMIT

AN AGREEMENT, made and entered into this 13^d day of January, 1981, by and between SALT LAKE CITY, a municipal corporation of the State of Utah, hereinafter referred to as "City", and AMI L. and MARY E. C. ANDERSON, JACK and ILA MILLER, WILLIAM B. and LINDA R. WYLER, and KEITH G. and RUTH P. LARSEN of Salt Lake County, Utah, hereinafter "Permittees".

W I T N E S S E T H:

WHEREAS, City is and has been since prior to 1900, the owner in fee simple of certain real property hereinafter described; and,

WHEREAS, one of Permittees, Ami L. Anderson, in early 1958, sought access to his property across the Salt Lake Jordan land at about 5251 South 2100 East in Salt Lake County, State of Utah; and,

WHEREAS, on April 2, 1958, Petitioner Ami L. (A. L.) Anderson was granted permission to construct a bridge across said Salt Lake Jordan Canal at 5251 South 2100 East, Salt Lake County, State of Utah, by the Salt Lake City Corporation Board of Commissioners (a copy of said grant is annexed hereto and incorporated herein); and,

WHEREAS, pursuant thereto a bridge was constructed across said canal; and,

WHEREAS, the property east of said canal at and near the aforesaid address has become almost entirely developed, said bridge now providing essential residential access, including fire truck access, to said property; and,

WHEREAS, Permittees Ami L. and Mary E. C. Anderson sold a one-half interest in said bridge to Jack and Ila Miller, who in turn sold one-third of their interest to William E. and Linda Wyler, and one-third to the predecessors-in-interest of Keith G. and Ruth P. Larsen; and,

WHEREAS, City has caused increased flow rates of water at times in said canal, to the extent that the lower portions of the originally constructed bridge partially impede water flow; and,

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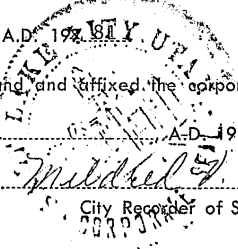
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STATE OF UTAH }
COUNTY OF SALT LAKE }^{ss}

I, Mildred V. Higham, City Recorder of Salt Lake City, Utah, do hereby certify that the attached
REVOCABLE PERMIT ~~xxxx~~to Ami L. & Mary E.C. Anderson, Jack & Ila Miller,
from
William B. & Linda R. Wyler & Keith G. & Ruth P. Larsen for maintaining bridge across
/Salt Lake Jordan land - 5251 South 2100 East.
was duly approved and accepted by ~~xxxx~~ ^{executive action} ~~Board of Commissioners~~ of Salt Lake City, Utah, this
13th day of January, A.D. 19~~80~~81.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the corporate seal of Salt Lake City,
Utah, this 13th day of January, A.D. 19~~80~~81.

CITY ATTORNEY 2/1981


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

WHEREAS, City has compelled Ami L. Anderson to make and Permittees collectively have made such modifications to said bridge as will accommodate City's anticipated water flow in said canal; and,

WHEREAS, said modifications were made pursuant to a plan approved by the City Water Department and said modifications were inspected by same; and,

WHEREAS, City is willing to allow continued use of said bridge on a revocable permit basis.

NOW, THEREFORE, in consideration of the mutual premises set forth above, and the mutual promises set forth below, the parties hereby agree as follows:

1. City grants permission and license to Permittees to construct, install and maintain until this permit is revoked, a bridge over the Jordan and Salt Lake City Canal with plans for such installation receiving prior approval from the Director of the City Department of Public Utilities, and subject to the terms and conditions stated hereinafter, on the following described premises, located in Salt Lake County, State of Utah, to-wit:

Beginning at the intersection of the centerline of the Jordan and Salt Lake City Canal and the Southerly line of an existing bridge, 1,023 feet North and 850 feet East from the Southwest corner of Section 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian; running thence North 46°16' West 33 feet; thence North 43°44' East 18 feet; thence South 46°16' East 66 feet; thence South 43°44' West 18 feet; thence North 46°16' West 33 feet to the point of beginning.

2. Permittees agree not to erect any other structure, or make any improvements on the said premises without the prior written consent of City. Permittees agree to install and maintain said bridge on the premises at their sole expense so as not to interfere with City's operation of its said canal.

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

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4. Permittees agree that at all times said premises is subject to any use City may desire, and City shall not be liable to Permittees for any loss of use or damage to Permittees' improvements thereon.

5. Permittees agree to repair any damage caused to the premises as a result of their use thereof and return the surface area disturbed to as near as possible its condition prior to installation of said bridge.

6. 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 Permittees at 5267 South 2100 East, Salt Lake City, Utah 84117. Permittees shall, at their sole expense, remove any improvements from the said premises after such notice within a reasonable time to be determined by City. City shall not be liable for any loss, expense or inconvenience suffered by Permittee as a result of such revocation.

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

8. This agreement incorporates all prior agreements and permits of the parties or any of them, and cannot be altered except in writing signed by both parties.

9. Except for the sale, gift or other alienation of properties of Permittees to successors-in-interest, this permit is not assignable by all or any of the Permittees without City's prior written consent.

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

SALT LAKE CITY CORPORATION

By

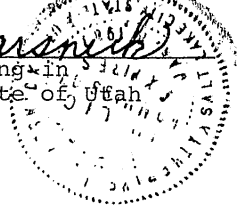

MAYOR



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

On the 13th day of January 1980, 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, a municipal corporation of the State of Utah, and said persons acknowledged to me that said corporation executed the same.

Katherine L. Baranick
NOTARY PUBLIC, residing in _____
Salt Lake County, State of Utah



My Commission Expires:

1-8-83

Ami L. Anderson
AMI L. ANDERSON

Mary E. C. Anderson
MARY E. C. ANDERSON

Jack Miller
JACK MILLER

Ila Miller
ILA MILLER

William E. Wyler
WILLIAM B. WYLER

Linda R. Wyler
LINDA R. WYLER

Keith G. Larsen
KEITH G. LARSEN

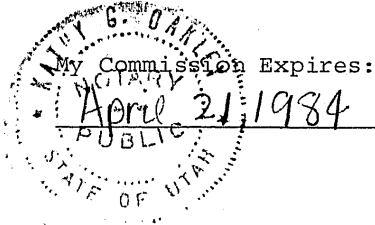
Ruth P. Larsen
RUTH P. LARSEN

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

On this 5th day of January, 1981, ~~1980~~, personally appeared before me AMI L. ANDERSON, MARY E. C. ANDERSON, JACK MILLER, IIA MILLER, WILLIAM B. WYLER, LINDA R. WYLER, KEITH G. LARSEN and RUTH P. LARSEN, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Kathy G. Oakley
NOTARY PUBLIC, residing in
Salt Lake City, Utah



REC'D
SIC Recorder
DEP
JAN 14 4 26 PM '81
KATHIE L. EIXON
RECORDER
SALT LAKE COUNTY
UTAH

No fee
[Signature]

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