

Approved to the Board of Commissioners  
APPROVED

5/2/79  
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*Michael T. Hyman*  
CITY RECORDER

REVOCABLE PERMIT

AN AGREEMENT, made and entered this 26<sup>th</sup> day of May, 1979, by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter "City", and CANYON COVE LIMITED PARTNERSHIP, a Utah Limited Partnership, 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 crossing over the Big Cottonwood Conduit; 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 use for constructing and paving a crossing over City's Big Cottonwood conduit, so long as the conduit underlying the entire crossing shall be protected for H-15 highway loading, and subject to the terms and conditions stated hereinafter, the following described premises located in Salt Lake County, State of Utah, to wit:

A 66 foot tract of land 33 feet on each side of the following described centerline: Beginning at a point North 89°32'57" West along the ¼ section line 177.93' from the East ¼ corner of Section 23, T. 2 S., R. 1 E., S.L.B.&M., running thence North 15°10' East 358.46' to point of curvature of a 10° curve to the left, (100' chords), thence along said curve 185 feet to point of tangency of same, thence North 3° 22' West 314 feet to point of curvature of 16° curve to the right (20' chords) thence along said curve 40 feet to point of reverse curve of a 20° curve to the left (20' chords) thence along said curve 100 feet to the point of reverse curve of a 18° curve to the right (20' chords), thence along said curve 99 feet to point of tangency of same, thence North 17°28' East 670 feet to point of curvature of 12° curve to the left (20' chords), thence along said curve 101 feet to point of reverse curve 4° to the right

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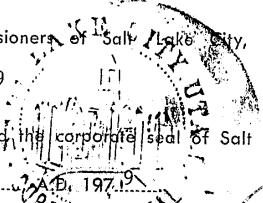
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STATE OF UTAH }  
COUNTY OF SALT LAKE }<sup>SS</sup>

I, Mildred V. Higham, City Recorder of Salt Lake City, Utah, do hereby certify that the attached  
Revocable Permit ..... from Canyon Cove Limited Partnership - for use of  
Big Cottonwood Conduit r/w for Canyon Cove Subdiv. - area 6500 South Wasatch Blvd.

was duly approved and accepted by the Board of Commissioners of Salt Lake City, Utah, this  
8th - day of May ..... A.D. 1979

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Salt Lake City,  
Utah, this 8th day of May ..... A.D. 1979



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

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(20' chords) thence along said curve 190 feet to point of compound curve 20° to the right (20' chords) thence along said curve 60 feet to point of tangency of same, thence North 54°52' East 90 feet to point of curvature of 16° curve to the left (20' chords), thence along said curve 110 feet to point of tangency of same, thence North 33°08' West 265 feet to point of curvature of 10° curve to the right (20' chords) thence along said curve 77 feet, to point of tangency of same, thence North 5°13' East 178.46 feet to a point that is North 89°05'35" West along the section line 107.46' from the Northeast corner of said Section 23.

2. Permittee agrees not to erect any other structure on the said premises without the prior written consent of City.

3. Permittee agrees to maintain free passage for City over said premises. Permittee may landscape said premises but Permittee 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.

4. 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.

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 improvements thereon.

6. Permittee agrees to repair any damage caused to the premises or the conduit as a result of their use thereof.

7. 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 their last known address. 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.

8. Permittee agrees to indemnify and save harmless the City, its agents and employees, from all claims, mechanics

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 or trespassers.

9. This permit is not assignable by either party without the prior written consent of the other.

10. Permittee acknowledges the City's fee rights in and to the easement to construct, reconstruct, operate and maintain the conduit, and appurtenant structures, above and below ground surface, within the premises.

11. Any increase in the cost to reconstruct, operate, maintain and repair the conduit and appurtenant structures which might result from the construction of the proposed crossing and other physical structures, and utility improvements, shall be borne by the Permittee or their successors in interest. Any costs to City which result from the construction contemplated hereunder shall be borne by the Permittee or its successors in interest.

12. All fences constructed across the Big Cottonwood Easement shall have a ten (10) foot metal gate, five (5) feet on each side of the center of City's conduit, installed by Permittee with provisions for the City's lock to be attached, to permit ingress and egress for the City along the conduit. All gates shall be locked and the City shall retain all keys.

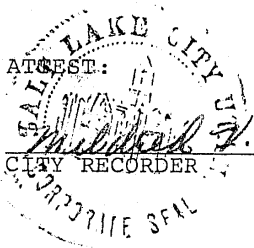
13. All deeds and instruments for Lots 251 through 259 and Lots 261 and 262, Canyon Cove No. 2 Subdivision, and Lot 12, Lots 34 through 39 and Lots 41 through 47, Canyon Cove No. 1 Subdivision, shall contain provisions and protective covenants acceptable to and prior approved by City, recognizing the prior right of City and shall prohibit the erection of homes or permanent structures and the planting of trees within the premises. Permittee also agrees to record and furnish City copies of said covenants at Permittee's sole expense.

14. Permittee, its successors and assigns agree to abide by all applicable Federal, State and local laws and regulations pertaining to pollution control and environment protection.

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

SALT LAKE CITY CORPORATION

*[Handwritten Signature]*  
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TEMPORARY CHAIRMAN



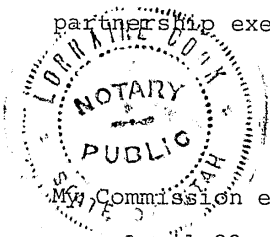
*[Handwritten Signature]*  
\_\_\_\_\_  
CITY RECORDER

CANYON COVE LIMITED PARTNERSHIP,  
By CANYON COVE, INC., its General Partner

By *[Handwritten Signature]*  
\_\_\_\_\_  
Its President

STATE OF UTAH )  
                  : ss.  
COUNTY OF SALT LAKE)

On the 23rd day of April, 1979,  
personally appeared before me, Lewis P. Blackham, who  
being by me duly sworn, did say that he is the President  
of CANYON COVE, INC., a Utah corporation, General Partner of  
CANYON COVE LIMITED PARTNERSHIP, and that the foregoing instrument  
was signed in behalf of said corporation by authority of a resolution  
(or By-Laws) of its Board of Directors as the General Partner  
of CANYON COVE LIMITED PARTNERSHIP; and said person acknowledged  
to me that said instrument was signed by said corporation in  
behalf of said partnership and he acknowledged to me that said  
partnership executed the same.



*[Handwritten Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County

My Commission expires:  
April 22, 1982

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