

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 9/10/80
By R. Montgomerie

REVOCABLE PERMIT

3478321

AN AGREEMENT, made and entered into this 16th day
of September, 1980, by and between SALT LAKE CITY
CORPORATION, a municipal corporation of the State of Utah,
hereinafter "City", and Prowswood, Incorporated, 4885 South 900
East Street, Salt Lake City, Utah 84117, 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 landscaping and
beautifying said property lying 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. City grants permission and license to Permittee to
landscape, beautify and maintain, subject to the terms and
conditions stated hereinafter, the following described premises,
located in Salt Lake County, State of Utah, to-wit:

BEGINNING at a point on the Southerly line of Van
Winkle Expressway, as described in that certain Deed
recorded June 14, 1963, as Entry No. 1926275 in Book
2063 at page 191 of Official Records, said point being
at a point 75.0 feet distant Southwesterly from the
center line of said project opposite Engineer Station
49+31.5 which point of beginning is approximately 1937
feet North and 1067 feet West from the Southeast corner
of the Northwest Quarter of said Section 8; thence
North 76°04' West 50.0 feet to the true point of
beginning; and running thence South 13°57' West 31.0
feet to a point of tangency with a 428.3 feet radius
curve to the right; thence Southwesterly along said
curve 73.0 feet, more or less, to a point on the
Northerly line of the property deeded to Pines
Development Co.; thence along the land conveyed to the
said Pines Development Co. North 72°12'30" West 319.78
feet; thence North 19° West, along the Northwesterly
line of the land conveyed to Prowswood, Inc., 66.0
feet; thence North 57°30' East, along the Westerly line
of the land conveyed to Salt Lake City by deed recorded
as Entry No. 676036 in Book 70 of Deeds at pages
447-48, to a point on the Southerly line of the Van
Winkle Expressway; thence along said expressway South
76°09' East 372.0 feet, more or less to the true point
of BEGINNING.

BOOK 5151 PAGE 936

STATE OF UTAH } ss
COUNTY OF SALT LAKE

I, Mildred V. Higham, City Recorder of Salt Lake City, Utah, do hereby certify that the attached
REVOCABLE PERMIT

XXXX to PROWSWOOD, INC. for use of City property in area

of 4800 South at Van Winkle Expressway for landscaping/beautifying.

Executive Action

was duly approved and accepted by the _____ of Salt Lake City, Utah, this

16th day of September, A.D. 1978

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Salt Lake City,

Utah, this 17th day of September, A.D. 1978

PUBLIC UTILITIES 156/1980

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

BOOK 5151 PAGE 937

EXCEPTING THEREFROM that portion of the hereinabove described property lying within the bounds of the millrace.

2. Permittee agrees not to erect any structure, other than for the landscaping and maintenance of the premises which may include the installation of a sprinkling system, or make any other improvements on the said premises without the prior written consent of City. Permittee agrees to perform all landscaping and install and maintain said premises at its sole expense.

3. Prior to any such landscaping or installation, Permittee's complete plans for such landscaping shall be submitted to and prior-approved by City's Director of the Department of Public Utilities. Permittee will make any changes in such plans as requested by said Director.

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, upon written notice, to repair any damage caused to the premises 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 4885 South 900 East Street, Salt Lake City, Utah 84117. Permittee shall not remove any improvements from the said premises after such notice without the prior written 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, save harmless and defend the City, its agents and employees, from all claims, mechanics claims, demands, damages, actions, costs and charges, including

BOOK 5151 PAGE 938

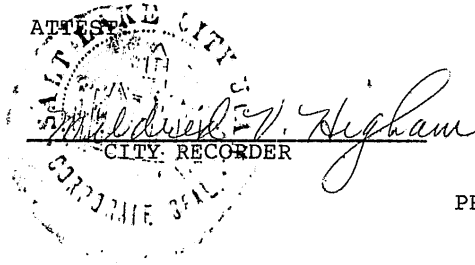
attorney's fees, arising out of or by reason of Permittee's use of said premises or any activities conducted thereon by Permittee, its agents, employees or invitees.

9. This permit is not assignable by either party.

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

SALT LAKE CITY CORPORATION

By *[Signature]*
MAYOR



PROWSWOOD, INCORPORATED

By *Richard Prows, President*
Title: President

ATTEST:

Ronna K Corak
Secretary

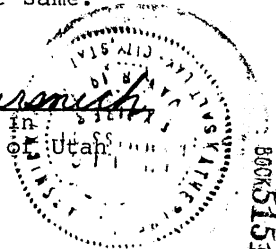
STATE OF UTAH)
) ss.
County of Salt Lake)

On the 16th day of September, 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.

Katharine L Barmick
NOTARY PUBLIC, residing in
Salt Lake County, State of Utah

My Commission Expires:

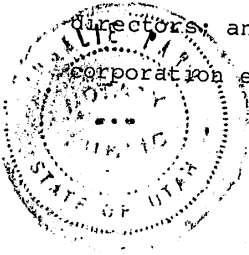
1-8-83



BOOK 5151 PAGE 939

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

On the 28th day of August, 1980, personally
appeared before me Richard S. Brown
and Wanda K. Cook who being by me duly sworn,
did say that they are the President
and Secretary of PROSWOOD, INCORPORATED, and
that the foregoing instrument was signed in behalf of said
corporation by authority of a resolution of its board of
directors; and said persons acknowledged to me that said
corporation executed the same.



Rosalee Paul
NOTARY PUBLIC, residing in
Salt Lake County

My Commission Expires:

3-18-84

Rm 200
KATIE L. JONSON
RECORDER
SALT LAKE COUNTY,
UTAH
SEP 17 2 22 PM '80
SLC RECORDER OFFICE
REF
NO FEE
David Bone
DAVID BONE

BOOK 5151 PAGE 940

SCALE 100 FEET = ONE INCH

