

Date 2/28/80

### LOCATION AGREEMENT

This lease is between **EVANS COIN METER COMPANY**, 521 West 3560 South, Salt Lake City, Utah 84115, hereinafter called "EVANS" and Farrall T Wankier OWNER, or acting with full authority as owner's agent, hereafter called OWNER, of the property consisting of 24 rental units commonly known as Spencer Apartments and located at 225 Spencer St

1. **TERM:** OWNER leases to EVANS the laundry room(s) on the premises described above for a period of five (5) years from the date of this lease for the purpose of installing and operating its laundry equipment for use by tenants. This lease shall be automatically renewed for five years unless cancelled in writing by either part (30) days prior to expiration.

2. **COMMISSION:** 40% of the total gross

3. **INSURANCE:** EVANS shall maintain general liability insurance on the laundry equipment located on the premises and, upon request, furnish OWNER with a copy of such insurance.

4. **OWNERSHIP:** The laundry equipment and special attachments, even if affixed to any real property, shall remain the exclusive property of EVANS COIN METER, EVANS may at all times have the right to enter the premises for the purpose of collection, inspection, repairs, alterations or removal of laundry equipment and special attachments.

5. **UTILITIES AND PREMISES:** OWNER shall pay all utility charges incident to the operation of the laundry equipment, and shall maintain all laundry areas on the premises in a safe and clean condition and in good maintenance and repair at all times. OWNER indemnifies and holds EVANS harmless from any claim, action, liability or expense for injury or damage to any person or property arising from failure to maintain the laundry area.

6. **NUMBER OF MACHINES:** EVANS shall have sole responsibility for determining the number of machines to be placed on the premises. The above commission payment shall be suspended during any month in which gross income fails to average 12.00 per machine.

7. **TERMINATION:** In the event service becomes unsatisfactory and is not corrected within (30) days after OWNER notifies EVANS in writing, by certified or registered mail, of the reasons for such dissatisfaction, this lease becomes null and void. If this lease is wrongfully terminated by OWNER, OWNER shall pay to EVANS as liquidated damages and not as a penalty, the sum of \$100 per month for each apartment unit in the building, for as many months for the balance of the lease term. If any litigation results in connection with this lease, the successful party shall be entitled to reasonable attorney's fees.

8. **SUCCESSORS:** This lease shall be binding upon the heirs, successors and assigns of the parties. In the event of a pending sale or other transfer of ownership of the building, OWNER shall immediately notify EVANS of such proposed change in ownership and shall specifically notify the proposed transferee of this lease.

**PAY COMMISSION TO:**

**OWNER.**

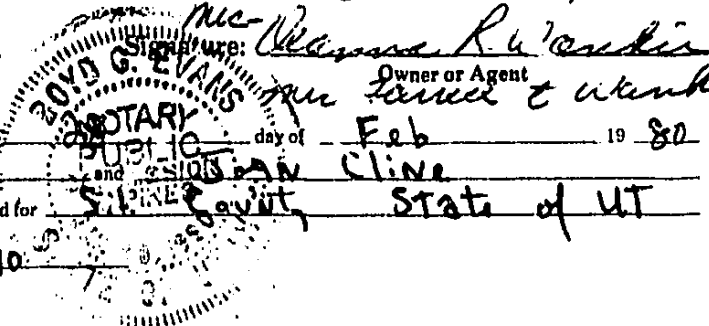
NAME: Farrall T Wankier  
ADDRESS: 225 Spencer St  
CITY/STATE: S L C, UT 84103  
TELEPHONE: 322-3384

NAME: Farrall T Wankier  
ADDRESS: 461 2nd Ave  
CITY/STATE: S L C, UT 84103  
TELEPHONE: 322-3384

Approved by: Joan Cline  
**EVANS COIN METER COMPANY**

Signature: Mc-Clarence R Wankier  
Owner or Agent  
Farrall T Wankier

Subscribed and sworn to before me the undersigned Notary Public this 09-31-333-005



Appeared Mrs Farrall Wankier  
Notary Public Boyd G. Evans In and for State of UT

My Notary Commission Expires On Jan 20, 1990

4220526

BOOK 5749 PAGE 1181

00000000

002

*Dennis F. ...*  
Pennl Korol 1898

RECORDED  
DEP

MAR 27 2 10 PM '86

KATHLEEN MAUN  
RECORDER  
SALT LAKE COUNTY,  
UTAH

PROPERTY DESCRIPTION  
RFG N 0°00'24" W 33 FT & N 89°54'56" W 41.5 FT FR SW COR LOT  
3, BLK 70, PLAT D, SLC SUR; N 0°00'24" W 99 FT, S 89°54'56"  
E 101.5 FT; S 0°00'24" E 99 FT, N 89°54'56" W 101.5 FT TO  
BEG.

LEAST TIME  
CO. RECORDS

BOOK 5749 PAGE 1182

2310 1181