

COUNTY CLERK'S OFFICE
SALT LAKE COUNTY
REAL ESTATE SECTION
RE1617

REVOCABLE LICENSE AGREEMENT

4737907

THIS REVOCABLE LICENSE AGREEMENT is made as of the 1st day of Feb, 1988, between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, herein called Licensor, and ROSELANS HOMEOWNER ASSOCIATION, herein called Licensee.

In consideration of the mutual promises herein contained, the parties agree as follows:

SECTION ONE

GRANT OF LICENSE; DESCRIPTION OF PREMISES

Licensor hereby grants to Licensee a license to use, for the purposes hereinafter set forth only, the following described premises:

The following centerline description includes the street right-of-way of 2300 East Street and 6200 South Street left from the centerline of the road to the right-of-way excluding the existing paved asphalt surface.

BEGINNING at a point that is North 00°04'42" East 957.654 feet from the South Quarter Corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence South 00°04'42" West 957.654 feet to the South Quarter Corner of Section 15, Township 2 South, Range 1 East; thence South 89°55'55" East 1559.56 feet along 6200 South to a point that is South 40 feet from the Southeast Corner of Lot 7 of the Roselans Subdivision.

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SECTION TWO

LIMITATION TO DESCRIBED PURPOSE

The premises may be used by Licensee solely for maintenance and upgrading of existing landscaping, and for incidental purposes related hereto during the period beginning December 1988, and continuing until this agreement is terminated as hereinafter provided. Said right is not intended to be exclusive.

SECTION THREE

PAYMENTS

No money consideration for this revocable license is provided, it being intended that the maintenance of the landscaping proposed by Licensee, which will render the premises more attractive and therefor advantageous to the residents of Salt Lake County, will constitute the consideration for this agreement.

SECTION FOUR

AGREEMENTS OF LICENSEE

As part of the consideration for the license granted hereunder, Licensee agrees to do the following: Maintain and upgrade the landscaping presently existing on said premises at his own expense.

Licensee further agrees to indemnify and hold licensor harmless from any and all claims or causes of action arising

from or directly related to or claimed to be caused by the activities including acts or omissions of licensee or their agents or employees in, upon or about the premises which are the subject of this license agreement.

SECTION FIVE

TERMINATION

Licensor may terminate this agreement without cost or penalty at any time by giving written notice to the Licensee, specifying the date of termination, such notice to be given not less than ninety (90) days prior to the date herein specified. Should the premises, or part thereof essential to the purposes of Licensee be totally destroyed by casualty, this agreement shall immediately terminate; and in the case of partial destruction, this agreement may be terminated by either party by giving written notice to the other, specifying the date of termination, such notice to be given within ninety (90) days prior to such termination date.

SECTION SIX

DELIVERY OF NOTICES

Any notice mailed, addressed to Licensee at 5200 South Highland Drive, #102, Salt Lake County, Utah, or delivered to Licensee, shall be notice hereunder by Licensor. Any notice mailed or delivered to Licensor at Salt Lake County Commission, 2001 South State Street #N2100, Salt Lake City,

Utah 84190-1000, or at such other address as Licensor shall hereafter designate in writing, shall be notice to Licensor.

IN WITNESS WHEREOF, the parties have executed this License Agreement at Salt Lake County, Utah, the day and year first above written.

APPROVED AS TO FORM
Salt Lake County Attorneys Office
By: Donald S. Gault
Deputy County Attorney
Date: 1-25-89
07

LICENSOR:

SALT LAKE COUNTY

By: [Signature]

Chairman

Board of County Commissioners

ATTEST:

[Signature]
H. DIXON HINDLEY,
Salt Lake County Clerk
(jp/348+)

LICENSEE:

ROSELANS HOMEOWNER ASSOCIATION

By: [Signature]

Title: President

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NO Fee

4737907
21 FEBRUARY 89 08:28 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SL CO REALESTATE
REC BY: D DANGERFIELD , DEPUTY

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me
this 14 day of February, 1989, by Stephen Rosenblatt
President (Title), of Roselans
Homeowner Association.

Branda K Montoya

NOTARY PUBLIC, residing in
Salt Lake County, State of Utah

1513 W. BOUS
SLC, UT



(SEAL)

My Commission Expires:

4-8-90

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