

4794572

APPROVED

REVOCABLE PERMIT

JUN 27 1989

CITY RECORDER

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of JUN 27 1989, 1989, by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter "City", and KENT FULLER, 137 J Street, Salt Lake City, Utah 84103, hereinafter "Permittee".

W I T N E S S E T H:

WHEREAS, City is the owner of certain real property described below and Permittee is desirous of using the property to construct a fence on this property at 137 J Street; 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. For a period of twenty (20) years from the date hereof, the City grants permission and license to Permittee to construct and maintain a fence in a manner consistent with the plans submitted in connection with Petition No. 400-635-88. The fence shall be restricted to a maximum height of four (4) feet and shall comply with the required ten (10) foot clear zone sight requirement. The property subject to this permit is more fully specified as:

Beginning at a point that is on the North line of Block 33, Plat 1, Atlas Plat "D", Official Salt Lake City Survey, and is N 89° 58' 31" W 25.80 feet from the Northeast corner of Lot 1, Block 33, Plat 1, Atlas Plat "D" Section 32, T1N, R1E. Salt Lake Base and Meridian, Salt Lake City and County Utah, thence N 89° 58' 31" W

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1-9-89 OK  
P. Z. Paradise

34.96 feet along the North line of Block 33; thence N 65° 57' 13" E 8.72 feet; thence N 89° 52' 33" E 24.44 feet; thence S 35° 12' 00" E 4.43 feet to the point of beginning, contains 106.48 square feet more or less.

2. Maintenance of the permitted area shall be at Permittee's sole expense and Permittee agrees, that when and if requested in writing by the City, Permittee will remove, replace or alter any improvements installed by Permittee on said property at Permittee's sole expense.

3. Permittee agrees that at all times, the permitted premises are subject to any use the City may desire, and the City shall not be liable to Permittee for any loss of use or damage to Permittee's improvements thereon for any reason.

4. Permittee agrees, upon written notice, to repair any damage caused to the premises as a result of Permittee's, his/her/their agents', employees' or invitees' use thereon.

5. This Permit is given subject to revocation by the City for any reason and at any time upon the expiration of thirty (30) days after written notice has been sent to Permittee at the address above. Permittee shall remove any improvements from the said premises after such notice, restoring the surface of said premises as near as possible to its prior condition.

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

Permittee agrees to provide insurance naming the City as an

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additional insured on terms and in such amounts as required by the City.

7. This Permit is assignable only by the prior written approval of the City.

8. This Permit may be extended for additional periods by written letter agreement between the parties.

9. This Permit embodies the entire agreement between the parties and cannot be changed except in writing signed by both parties.

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

SALT LAKE CITY CORPORATION



ATTEST:

Lynnda Cammin  
CHIEF DEPUTY CITY RECORDER

By Mark E. Jones  
~~ACTING~~ MAYOR

APPROVED

JUN 27 1989

CITY RECORDER

APPROVED AS TO FORM  
SALT LAKE CITY CORPORATION  
DATE 6/27/89  
BY [Signature]

Kent Fuller  
KENT FULLER

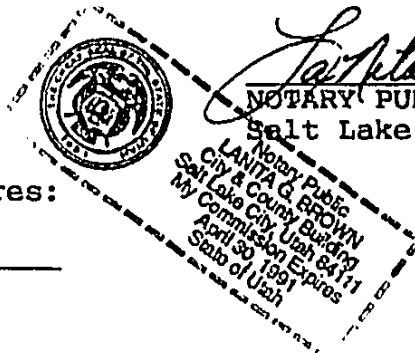
APPROVED  
FINANCE DEPARTMENT  
FUNDS NOT NEEDED

[Signature]

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

On the        day of JUN 27 1989, 1989, personally appeared before me MICHAEL ZUHL and LYNDA DOMINO, <sup>ACTING</sup> who <sup>CITY DEPUTY</sup> 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.

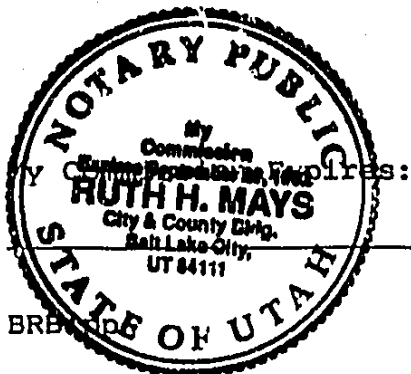


My Commission Expires:  
\_\_\_\_\_

4794572  
30 JUNE 89 01:19 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY RECORDER  
REC BY: D DANGERFIELD , DEPUTY

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

On this the 20 day of April, 1989, personally appeared before me KENT FULLER, the signar of the foregoing instrument, who duly acknowledged to me that he/she executed the same.



Ruth H. Mays  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

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