

RECORDED

AUG 05 1998

Upon Recordation Return to:
Salt Lake City Corporation
Property Management
451 South State Street, Rm 245
Salt Lake City, UT 84111

CITY RECORDER

7065067

08/21/98 2:12 PM**NO FEE**
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY-MANAGEMENT SERVICES
REC BY:R JORDAN ,DEPUTY - WI

RESIDENTIAL REVOCABLE PERMIT

Aug. 5, 1998

THIS AGREEMENT is made and entered into as of 08/05/1998, 1998, by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter "City", and THE PLACE TOWNHOMES, L.L.C., whose address is 2726 East Wasatch Drive, Salt Lake City, Utah 84018, hereinafter "Permittee".

WITNESSETH:

WHEREAS, City is the owner of certain real property located adjacent to the Permittee's property, and Permittee seeks permission to use the City's property for the purposes set forth herein; 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 the non-exclusive use of the airspace located over a certain portion of the City's property, which is more particularly described on Exhibit "A" attached hereto, for the purpose of extending Permittee's side yard to the west, to allow for the construction of exterior decks (the "Improvements"), which Improvements shall be constructed entirely upon Permittee's property, in a manner consistent with plans to be submitted to and approved by the City's Design Review Team.

2. Permittee's property benefited by this Revocable Permit is identified on Exhibit "A" attached hereto.

3. Except for the non-exclusive use of the City's airspace as authorized herein, Permittee agrees not to make any other use of the City's property, and Permittee agrees not to relocate or erect any structure or make any improvements on the City's property. Permittee agrees to install and maintain the Improvements in accordance with all applicable Federal, State, County and City laws and regulations. Installation and maintenance of the Improvements shall be at Permittee's sole expense.

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

BK8071PG2960

5. 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 for any reason.

6. Permittee agrees, upon written notice, to repair any damage caused to the City's property caused by Permittee, his/her/its agents, employees or invitees.

7. 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 the Improvements on Permittee's property after such notice, restoring said property as near as possible to its prior condition, at Permittee's sole expense.

8. 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/its agents, employees or invitees. Permittee agrees, if requested by City, to provide insurance naming the City as an additional insured on terms and in such amounts as required by the City.

9. This Permit is assignable only with the prior written approval of the City.

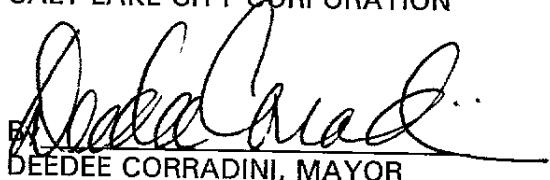
10. This Permit may be extended for additional periods by written letter agreement between the parties.

11. This Permit embodies the entire agreement between the parties and cannot be modified 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


DeeDee Corradini, Mayor

Attest

Beverly Jones
Chief Deputy City Recorder

RECORDED

AUG 05 1990

CITY RECORDER

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 8-3-98
By John H. Law

BK 8071 PG 2961

PERMITTEE:

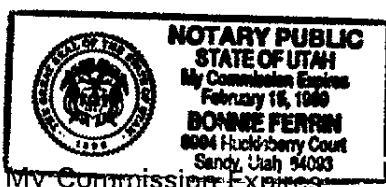
THE PLACE TOWNHOMES, L.L.C.

By

NEIL RICHARDSON, MANAGING MEMBER

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

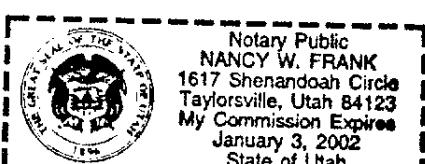
On the 5th day of August, 1998, personally appeared before me DEEDEE CORRADINI and Deverly Jones, who, being by me duly sworn, did say that they are the MAYOR and ~~CHIEF~~ DEPUTY CITY RECORDER, respectively, of SALT LAKE CITY CORPORATION, and said persons acknowledged to me that said corporation executed the same.



Bonnie Perrin
NOTARY PUBLIC, residing
in Salt Lake County, Utah

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

On 4th day of August, 1998, personally appeared before me Neil Richardson, the signer of the foregoing instrument, who duly acknowledged to me that he is the Managing Member of The Place Townhomes, L.L.C., and that he executed the same on behalf of said L.L.C.



Nancy W. Frank
NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

1-3-2002

G:\REVOCABL\the place townhomes rev permit.doc

EXHIBIT "A"
APPLICATION FOR RESIDENTIAL REVOCABLE PERMIT

THIS SECTION TO BE FILLED OUT BY PROPERTY OWNER:

Name: The Place Townhomes, L.L.C. Social _____
 Security No. N/A

Property

Address: 2726 East Wasatch Drive, Salt Lake City, Utah 84108; Units 20-24 of The Place Townhomes Plat

Legal Description of Property
 (available from County Tax Records): 16-11-152-006, 007, 008, 009, 010
Sidwell Number

Beginning at a point that is N00°09'33" W 33.00 feet from the West Quarter corner of Section 11, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence S89°50'27" W 10.00 feet perpendicular from the Southwest corner of "The Place Townhomes Subdivision"; thence N00°09'33" W 299.85 feet parallel with the west line of said subdivision; thence N89°50'27" E 10.00 feet to the Northwest corner of said subdivision; thence S00°09'33" E 299.85 feet along the West line of said subdivision to the point of beginning, contains 2998.5 square feet more or less.

Description for use of Property (attach a dimensional site plan drawn to scale):

Non-exclusive use of the airspace over 10 feet of City property for the purpose of extending side yard to allow for the construction of decks on privately owned property.

THIS SECTION TO BE FILLED OUT BY THE DESIGN REVIEW TEAM (DRT):

Conditions Determined by Design Review Team: N/A

APPROVED
William T. Wright
 BY:
August 4, 1998
 Date

DENIED

BY:

Date

THIS SECTION TO BE FILLED OUT BY PROPERTY MANAGEMENT:

PEID Number: 22284

Paid \$25 fee:

Cash Receipt No.

01-101310

01-00052-1890

Verify all attachments and exhibits are included.

Revocable Permit completed:

Santa Barbara

By

8/21/98

Date

BK 807 | PG 2963

