

7535312  
12/16/1999 03:08 PM NO FEE  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY PUBLIC UTILITIES  
BY: RDJ, DEPUTY - WE 4 P.

When Recorded Return to:  
Salt Lake City Public Utilities  
Attn.: Karryn Greenleaf  
1530 South West Temple  
SLC, UT 84115

RECORDED

DEC 03 1999

REVOCABLE PERMIT

THIS AGREEMENT is made and entered into as of CITY RECORDER by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter ("City"), and Christopher and Dawn Helser, as joint tenants, whose mailing address is 2861 East 2850, Salt Lake City, Utah, hereinafter "Permittee".

WITNESSETH:

WHEREAS, City is the owner of a 10 foot easement within which is located an 18" water line; and

WHEREAS, Permittee is desirous of using part of the said easement for a driveway, fencing and landscaping where it crosses their property at 2861 East 2850 South, the property is identified as County Sidwell No. 16-26-103-018; 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 ten (10) years from the date hereof, the City grants permission and license to Permittee to use a 10 foot easement ("the Easement") located across the following described property for a driveway, fencing and landscaping, being located in Salt Lake County, State of Utah, and more particularly described as follows:

The West 70 Feet of Lot 14, Pleasant View Addition a subdivision, part of the Northwest Quarter of Section 26, Township 1 South, Range 1 East Salt Lake Base and Meridian.

The permission and license hereby granted is subject to the following conditions, to-wit:

2. Permittee agrees not to erect any other improvements on the Easement. Permittee's use of the Easement shall comply with all applicable federal laws or regulations, City ordinances, Salt Lake County and State law. Installation and maintenance of the driveway, fencing and landscaping on the Easement shall be at Permittee's sole expense.

3. Prior to any use, Permittee's plans for such driveway, fencing and landscaping shall be submitted to and approved by the City's Director of Public Utilities ("Director"). Permittee will make any changes in such plans as requested by said Director.

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4. Permittee will, at Permittee's sole expense, and within the time and when requested in writing by City, remove, replace or alter the said driveway, fencing and landscaping installed by Permittee on the Easement.

5. Permittee agrees that at all times the Easement 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 driveway, fencing and landscaping thereon resulting from such use.

6. Permittee agrees, upon written notice from said Director, to repair any damage caused to the Easement and related facilities as a result of Permittee's, his/her/its agents', employees', or invitees' use of this permit.

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 prior written notice sent to Permittee's above stated address. Permittee shall remove any improvements from the Easement after such notice, restoring the surface of the Easement as near as possible to its condition prior to the issuance of this permit.

8. Permittee agrees to indemnify, hold harmless and defend City, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Permittee's use of the Easement or any activities conducted thereon by Permittee, his/her/its agents, employees, invitees or trespassers.

9. This Permit is not assignable.

10. This permit embodies the entire agreement between the parties and it cannot be changed except through a written instrument which is 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

*Henry W. Hoogen*  
PUBLIC UTILITIES DIRECTOR

ATTEST AND COUNTERSIGN:

*Christina Neek*  
CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM  
Salt Lake City Attorney's Office

Date 12/3/99  
by *Chris B. Smith*

*Christopher J. Helsner*  
CHRISTOPHER J. HELSNER

*Dawn J. Helsner*  
DAWN HELSNER

RECORDED

DEC 03 1999

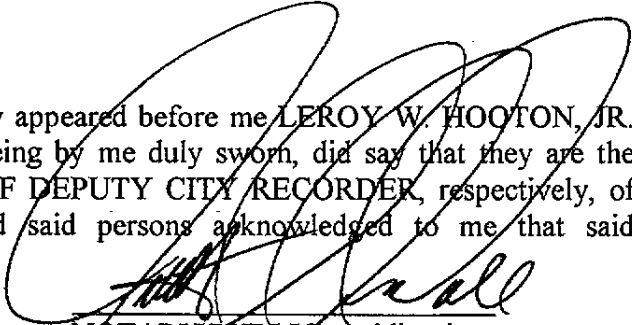
CITY RECORDER

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ACKNOWLEDGMENT

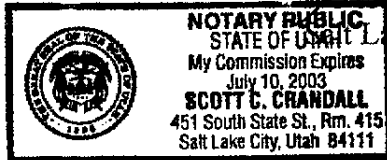
STATE OF UTAH )  
: ss.  
County of Salt Lake )

On DEC 03 1999 personally appeared before me LEROY W. HOOTON, JR. and Christine Meeker, who, being by me duly sworn, did say that they are the PUBLIC UTILITIES DIRECTOR and CHIEF DEPUTY CITY RECORDER, respectively, of SALT LAKE CITY CORPORATION, and said persons acknowledged to me that said corporation executed the same.



NOTARY PUBLIC, residing in  
Salt Lake County, Utah

My Commission Expires:  
7-10-03



ACKNOWLEDGMENT

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

On the 19<sup>th</sup> day of October, 1999, personally appeared before me CHRISTOPHER J. and DAWN HELSER, as joint tenants, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



NOTARY PUBLIC, residing in  
Salt Lake County, Utah

My Commission Expires:  
Oct 3, 2000

