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Please return to:  
Salt Lake City Corporation

Attn: Gordon Haight  
349 South 200 East Suite 450  
Salt Lake City, Ut 84111

8055126  
11/08/2001 08:46 AM NO FEE  
Book - 8523 Pg - 7781-7791  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY RECORDER  
BY: KLB, DEPUTY - WI 11 P.

8055126

### REVOCABLE PERMIT

THIS REVOCABLE PERMIT (this "Permit"), made and entered into as of Feb. 16, 2001, by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah (the "City"), and Ernstsen Enterprises, a resident of the City, whose mailing address is 803 East 6<sup>th</sup> Ave, Salt Lake City, Utah (the "Permittee"),

WHEREAS, the Permittee is the owner of certain real property located at 803 E 6<sup>th</sup> Ave, Salt Lake City, Utah, as more particularly described on Exhibit A attached hereto (the "Permittee's Property"); and

WHEREAS, the City is the owner of a public right of way abutting the Permittee's Property (the "City Property"); and

WHEREAS, the Permittee is desirous of erecting on the City Property a decorative, privately-owned street light; and

WHEREAS, the City is willing to grant to the Permittee a revocable permit for such purpose.

NOW, THEREFORE, for and in consideration of the mutual benefits and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. The City hereby grants to the Permittee permission and license to erect and install on the City Property a street light, and all facilities and appurtenances functionally related thereto, subject to the terms and conditions set forth herein. Such street light and related facilities, whether located on the City Property or the Permittee's Property, are referred to collectively herein as the "Street Light Facilities." Subject to the provisions of paragraph 9 below, the term of this Permit shall be perpetual.

2. The Street Lighting Facilities, including portions thereof located on the Permittee's Property, shall be constructed and installed in accordance with the requirements set forth on Exhibit B attached hereto and hereby made a part hereof, and

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shall otherwise comply with all applicable State and federal laws and regulations, and City ordinances. The Permittee shall obtain a public way permit from the City Engineer's Office and an electrical connection permit from the City's Building Services & Licensing Division, prior to the acquisition, construction and installation of the Street Lighting Facilities.

3. Except to the extent described on Exhibit C attached hereto, the City shall not be responsible to the Permittee or any other person for any portion of the costs of the Street Lighting Facilities, or the installation thereof. The City shall not be responsible for any claims, mechanics liens, demands, damages, actions, costs or charges for personal injury and property damage, or any other liabilities, including without limitation attorney's fees, arising out of or occasioned by reason of (a) the Street Lighting Facilities, or (b) use of the City Property or any activities conducted thereon by the Permittee, or his/her/its agents, employees, invitees or trespassers. The Permittee shall maintain adequate liability insurance with respect to the Street Lighting Facilities.

4. The Street Lighting Facilities shall be connected to the metered electrical utility service provided at the Permittee's Property, and payment of all electric utility charges required to operate the Street Lighting Facilities shall be the sole responsibility of the Permittee.

5. The Permittee agrees, at its expense, to maintain the Street Lighting Facilities in a clean, attractive, functional and safe condition. The Permittee shall be responsible for any damage to the Street Lighting Facilities, whether caused by the Permittee or any third party, and shall cause any damage to the Street Lighting Facilities to be repaired or replaced as soon as possible, and in any event not later than 30 days following receipt of notice from the City. The City shall not be responsible to the Permittee or any third party for any costs associated with the operation, maintenance, repair or replacement of the Street Lighting Facilities. The Permittee agrees to repair, not later than 30 days following receipt of written notice from the City, any damage caused to the City Property, or to any conduits, cables, wires, pipelines or other property relating to any sewer, water, gas, electricity, telephone or other utility services located in, on or under the City Property or the Permittee's Property, whether or not such damaged property is owned by the City, which damage results from the acquisition, construction, installation or use of the Street Lighting Facilities or the use of the City Property for the purposes described herein.

6. The Permittee may remove the Street Lighting Facilities at any time upon 30 days' prior notice to the City's Transportation Engineer; provided, however, that in the event the City has paid any portion of the costs of acquiring, installing or constructing the Street Lighting Facilities, such Street Lighting Facilities may not be taken out of service without the prior written consent of the City Transportation Engineer. Upon such removal, the Permittee shall restore the City Property to its condition prior to the installation of the Street Lighting Facilities.

7. This Permit relates solely to the Street Lighting Facilities. The Permittee shall not erect any structure or make any improvements on the City Property, or otherwise use the City Property for any purpose other than as provided herein, without the prior written consent of the City or as otherwise permitted by City Ordinance.

8. The Permittee agrees that at all times the City Property shall be subject to any use the City may desire, and the City shall not be liable to the Permittee for any loss of use of the City Property or the Street Lighting Facilities resulting from such use by the City.

9. This Permit is given subject to revocation by the City for any reason and at any time upon 30 days' prior written notice sent to the Permittee's above stated address. The Permittee shall remove the Street Lighting Facilities from the City Property after such notice, and restore the City Property as near as possible to its condition prior to the issuance of this Permit.

10. This Permit shall be subject and subordinate to any prior or existing interests of others in the City Property, and the City makes no representations or warranties whatsoever with respect to the City's title to the Property, the existence of any prior or existing interests in the same, or the location of any utility or other easements relating to the City Property.

11. This Permit is for the benefit of the Permittee, and is deemed appurtenant to the Permittee's Property, and the benefits and burdens hereof shall run with the land. The covenants and undertakings of the Permittee contained herein shall be deemed the covenants and undertakings of each and every subsequent purchaser of the Permittee's Property. For all purposes of this Permit, "Permittee" shall include the initial Permittee and each subsequent purchaser of the Permittee's Property. Except as provided above in this paragraph 11, this Permit is not assignable by the Permittee without the express written consent of the City.

12. Any ambiguity in this Permit shall be construed in favor of the City.

13. 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.

14. Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. The Permittee represents that it has not (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or

employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

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

SALT LAKE CITY CORPORATION



ATTEST AND COUNTERSIGN:

Christina Meeker  
CHIEF DEPUTY CITY RECORDER

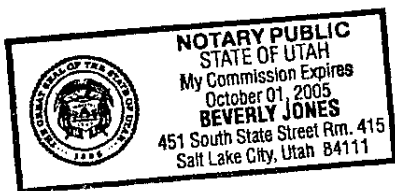
By Gordon M. Haight  
Authorized Officer

Grace F. Ernsten

PERMITTEE

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

On the 6 day of NOVEMBER, 2001 personally appeared before  
Gordon Haight, who being by me duly sworn, did say that he is the  
Authorized Officer of SALT LAKE CITY CORPORATION, and said person  
acknowledged to me that said corporation executed the same.



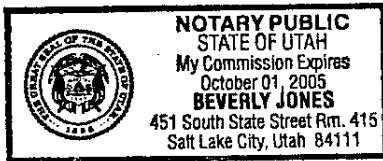
My Commission Expires:

10-01-05

Beverly Jones  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

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

On the 6 day of November, 2001 personally appeared before  
Christine Meeker who being by me duly sworn, did say that he/she is the  
CHIEF DEPUTY CITY RECORDER of SALT LAKE CITY CORPORATION, and said  
person acknowledged to me that said corporation executed the same.



Beverly Jones  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

My Commission Expires:

10-01-05

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared  
before me \_\_\_\_\_, the signer of the foregoing instrument,  
who duly acknowledged to me that he/she executed the same.

\_\_\_\_\_  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

My Commission Expires:

\_\_\_\_\_

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

On the 16<sup>th</sup> day of February, 2004, personally appeared  
before me Grace F. Ersten, the signer of the foregoing instrument,  
who duly acknowledged to me that he/she executed the same.

My Commission Expires:  
2/4/04

*Barbara A Mackay*  
Notary Public  
BARBARA B. MACKAY  
Salt Lake City, Utah 84115  
My Commission Expires  
February 4, 2004  
State of Utah

**EXHIBIT A**

09-32-327-004-0000

ERNSTSEN ENTERPRISES LC

803 EAST SIXTH AVE

COM AT SW COR LOT 2 BLK 85 PLAT D SLC SUR N 33 FT E 77.5 FT  
S 33 FT W 77.5 FT TO BEG

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# EXHIBIT B

## **SALT LAKE CITY CORPORATION** DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT Building Services and Licensing 451 SOUTH STATE STREET, ROOM 406 SALT LAKE CITY, UTAH 84111 (801) 535-6436

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### **NEIGHBORHOOD STREET LIGHTING PROGRAM** **GENERAL BUILDING CODE REQUIREMENTS**

1. CONTRACTORS MUST BE LICENSED THROUGH THE STATE OF UTAH, DIVISION OF PROFESSIONAL LICENSING WITH A LICENSE CLASSIFICATION OF S201 (RESIDENTIAL ELECTRICAL CONTRACTOR) MINIMUM.
2. HOME OWNERS MAY INSTALL STREET LIGHTS WHEN INSTALLATION IS ASSOCIATED WITH THE CITY'S NEIGHBORHOOD MATCHING GRANT PROGRAM. THE HOME OWNER SHALL ASSUME THE RESPONSIBILITY TO ENSURE THAT INSTALLATION OF STREET LIGHTS MEETS THE MINIMUM REQUIREMENTS AS OUTLINED IN THE NATIONAL ELECTRICAL CODE (NEC), 1996 EDITION.
3. BUILDING AND ELECTRICAL PERMITS WILL NOT BE REQUIRED TO INSTALL STREET LIGHTING WHEN INSTALLATION IS ASSOCIATED WITH THE CITY'S NEIGHBORHOOD MATCHING GRANT PROGRAM. HOWEVER, RANDOM INSPECTIONS BY THE CITY'S BUILDING DEPARTMENT WILL BE MADE TO ENSURE INSTALLATION AND CODE COMPLIANCE.
4. ON THE REVERSE SIDE OF THIS PAGE IS A DRAWING SHOWING THE MINIMUM INSTALLATION REQUIREMENTS. UNDER NO CIRCUMSTANCES SHALL ELECTRICAL SERVICE FOR STREET LIGHTS ORIGINATE FROM AIR CONDITIONER DISCONNECTS OR OTHER SIMILAR EQUIPMENT.
5. IF YOU HAVE BUILDING OR ELECTRICAL CODE QUESTIONS DURING THE INSTALLATION OF YOUR STREET LIGHTS PLEASE CALL THE BUILDING DEPARTMENT AT 535-6436, MONDAY THROUGH FRIDAY 7:00 AM - 8:30 AM. OUR INSPECTORS WILL ASSIST YOU WITH CODE AND INSTALLATION QUESTIONS.
6. GOOD LUCK WITH YOUR PROJECT!

**RECEIVED**

OCT 11 2000

TRANSPORTATION  
DIVISION

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CONTRACTOR WORK ORDER  
Lighting Project

JOB CONTRACTOR INFORMATION:

Contractor Name: Underground Cable

Job Number 6th Ave  
Step  
Job Type  
CMC

Date to Contractor  
Contractor Due Date  
Contract Number  
Out of Service

CUSTOMER INFORMATION:

Name Grace Ernsten Range  
Address 803 E. 6th Ave. Township

Phone Number 359-2220

Coordinate 300N  
Location  
City SLC  
State UT

Ticket: 3120835  
ClearDate: 11-9  
ClearTime: 4:45

Contact Name  
Contact Number  
Foreman:

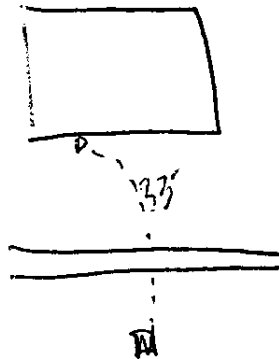
Remarks

3120836  
11-9  
4:45

Length

Material

Completion  
Date



CONTRACTOR SIGNATURE: \_\_\_\_\_

CONTRACTOR REMARKS: \_\_\_\_\_

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ALLRED'S ELECTRICAL SUPPLY, 60 E.4070 S. SLC, UT 266-1910  
 PAGE INDUSTRIAL SUPPLY 2485 S. 2700 W WEST VALLEY CITY, UT 1-800-962-3038  
 BUSH SALES 827 S. 500 W. SLC, UT 322-1058  
 DUNCAN ELECTRIC SUPPLY 290 S MAIN ST. BOUNTIFUL, UT 295-5548  
 HOME DEPOT 50 N. MARKET PLACE DR. CENTERVILLE, UT 292-0238  
 AA U-CART CONCRETE 154 E. GORDON LN. 264-8518

FILED AS RECEIVED  
 CO. RECORDER

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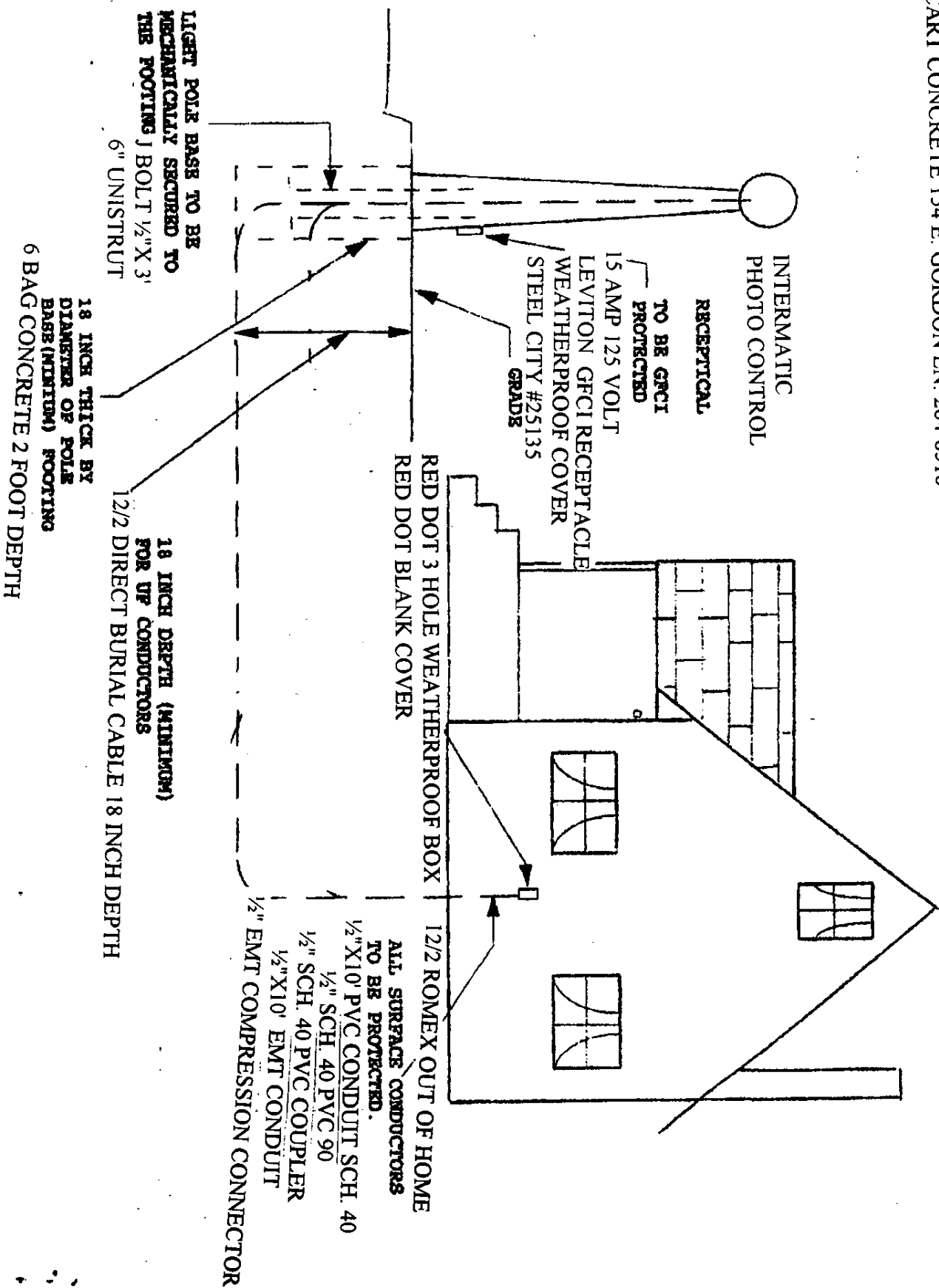


Exhibit C

KAREN DENTON, Ph.D.  
DIRECTOR

LUANN CLARK  
DEPUTY DIRECTOR

**SALT LAKE CITY CORPORATION**  
COMMUNITY AND ECONOMIC DEVELOPMENT  
DIVISION OF HOUSING AND NEIGHBORHOOD DEVELOPMENT

ROSS C. "ROCKY" ANDERSON  
MAYOR

November 13, 2000

Lamb Engineering  
Mike Lamb  
1510 No. 100 West  
Bountiful, Utah 84010

Dear Mike:

This letter is to inform you that Susan Workman, on behalf of the residents of 6<sup>th</sup> Avenue, has signed a contract to secure funding in the amount of \$3,094.40 for the purchase and installation of five (5) streetlights from "M" to "N" Streets.

Once the project is complete, please send an original, itemized invoice for payment to the above listed Project Coordinator.

Once the Project Coordinator pays any outstanding charges owed by the neighborhood, they will forward the bill to me along with a letter stating their satisfaction with the project.

The bill should clearly reflect the amount paid by the neighborhood with the balance due not to exceed the amount listed above. Salt Lake City Corporation will then inspect the project and forward a check to you within 14-21 days.

Please be aware that Revocable Permits and the Right to Work in the Public Way Permit **MUST** be obtained and completed Prior to beginning work. Failure to comply with the City requirements could jeopardize the grant funds.

Should you have any questions regarding this authorization letter, please contact me at 535-6150. Thank you for your assistance in this matter.

Sincerely,

*Sherrie Collins*

Sherrie Collins  
Grants Program Administrator

cc: Project Coordinator  
NMG File

451 SOUTH STATE STREET, ROOM 406, SALT LAKE CITY, UTAH 84111  
TELEPHONE: 801-535-7902 TDD: 801-535-6021 FAX: 801-535-6131



- POOR COPY -  
CO. RECORDER

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