

8415646

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Please return to:
Salt Lake City Corporation
Attn.: Gordon Haight
349 South 200 East, Suite 450
Salt Lake City, Utah 84111

8415646
11/08/2002 09:19 AM NO FEE
Book - 8681 Pg - 6698-6705
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY RECORDER
BY: ZJM, DEPUTY - WI 8 P.

REVOCABLE PERMIT

THIS REVOCABLE PERMIT (this "Permit"), made and entered into as of Oct 30, 2001, by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah (the "City"), Betsy Y Newton as trustee, whose mailing address is 1529 Devonshire Dr., Salt Lake City, Utah, 84108 (the "Permittee"),

WHEREAS, the Permittee is the owner of certain real property located at 1529 South Devon shire Drive, 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. This Permit constitutes authorization to occupy the City Property, pursuant to the terms and conditions hereof, but does not constitute a waiver by the City of any permit requirements otherwise applicable, under City ordinance and practice, to the construction and installation of the Street Light Facilities.

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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 shall otherwise comply with all applicable State and federal laws and regulations, and City ordinances.

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.

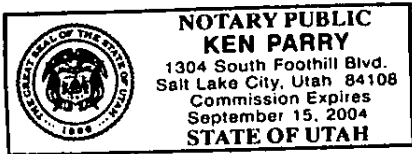
12. Any ambiguity in this Permit shall be construed in favor of the City.

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

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

On the 30th day of October, 2001, personally appeared before me Betsey Y Newton the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same as trustee.



Ken Parry
NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

Sept 15 2004

EXHIBIT A

Property Owner: Newton, Betsy Y; TR

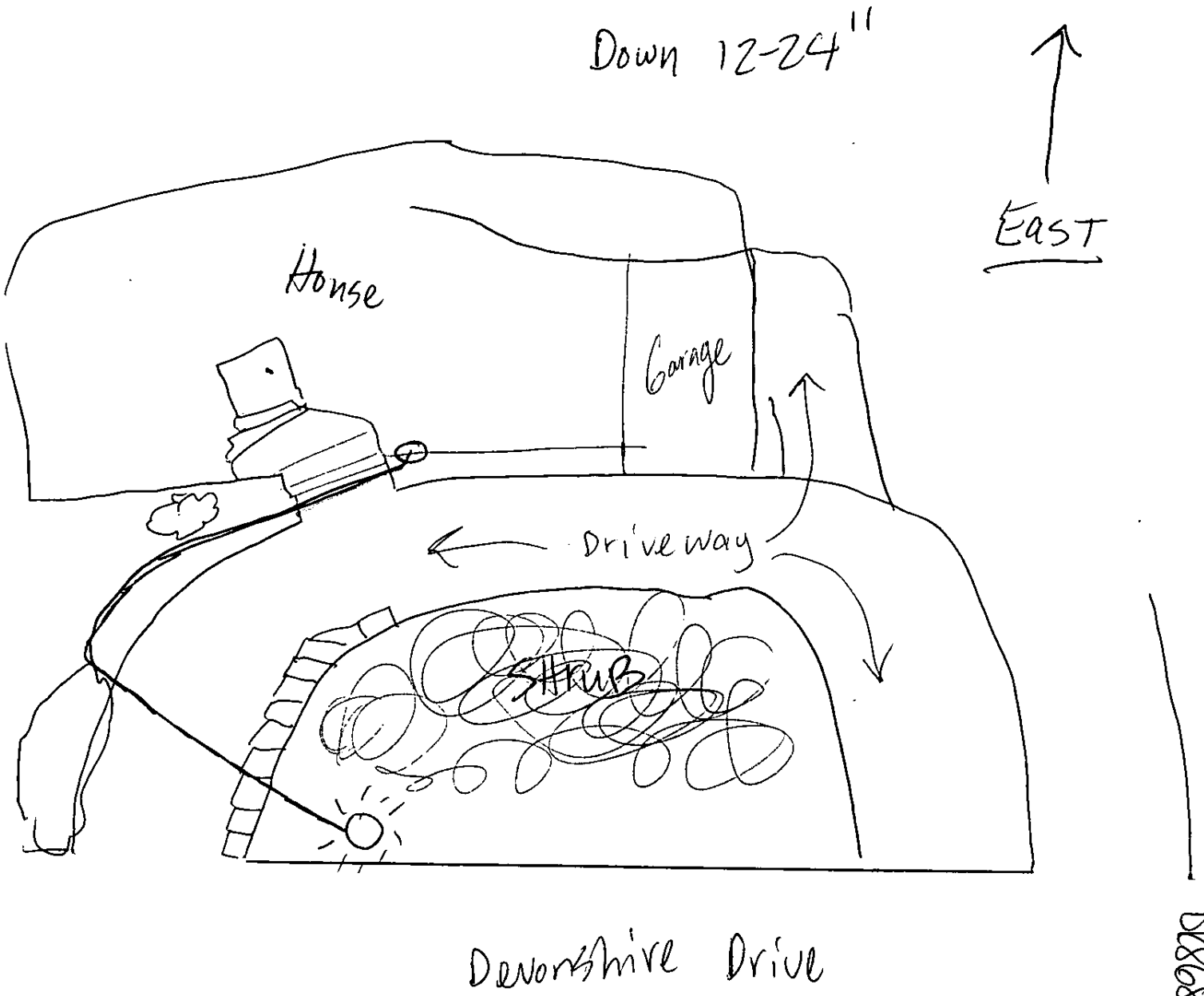
Address: 1529 South Devonshire Drive

Sidwell or Tax Identification Number: 16-14-129-011

Legal description of Permittee's Property: LOT 11, ST MARY HILLS, PLAT F.

EXHIBIT B

[Here describe in detail any requirements relating to the construction and installation of the Street Lighting Facilities, including location, setbacks from the curb, height restrictions, design specification, lighting intensity and patterns, depth of conduit, coordination with City Urban Forester, qualifications of the contractor, etc.]



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Exhibit C

SALT LAKE CITY CORPORATION

COMMUNITY AND ECONOMIC DEVELOPMENT
DIVISION OF HOUSING AND NEIGHBORHOOD DEVELOPMENT

ROSS C. ANDERSON
MAYOR

October 19, 2001

Beacon Engineering and Electrical
Byron J. Little
1406 So. 4th West
Salt Lake City, Utah 84115

Dear Byron:

This letter is to inform you that Alice Burbidge, on behalf of the residents of Devonshire Drive, has signed three (3) contracts to secure funding in the amount of \$4,550.00 each, and one (1) contract to secure funding in the amount of \$3,900.00 for the purchase and installation of twenty-seven (27) streetlights.

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

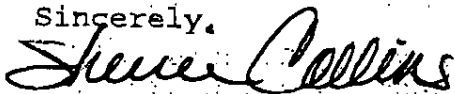
Once the Project Coordinator pays any outstanding charges owed by the neighborhood, they will forward the bill to me along with a letter stating their satisfaction with the project.

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 above requirements could jeopardize the grant funds and delay final payment to you.

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
Grants Program Administrator

cc: Project Coordinator
NMG File

POOR COPY
CO. RECORDER

BK 8681 PG 6705

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

