

When recorded return to:
SLC Public Utilities
1530 South West Temple
Salt Lake City, Utah 84115

RECORDED

OCT 04 2000

**UTILITY PERMIT
CITY RECORDER**

7737464
10/12/2000 03:08 PM NO FEE
Book - 8393 Pg - 9260-9263
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY RECORDER
BY: ZJM, DEPUTY - MI 4 P.

7737464

THIS UTILITY PERMIT, made and entered into as of OCT 04 2000 2000, by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as "CITY", and the STATE OF UTAH acting through its UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT", whose mailing address is 480 North 2200 West, Bldg. B, Salt Lake City, UT, 84116,

WITNESSETH:

WHEREAS, CITY is the owner of certain real property within which is located its Jordan and Salt Lake City Canal; and

WHEREAS, UDOT is desirous of obtaining a permit from the **CITY** for using part of the said **CITY** property for the installation of fiber optic cable, hereinafter referred to as "**FACILITIES**" underneath said; and

WHEREAS, CITY is willing to grant a permit for such use; and

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

(1). **CITY** hereby grants permission and license to **UDOT** to construct and maintain **FACILITIES** within the premises at the locations identified in Exhibit "A", attached hereto and by this reference made a part hereof, hereinafter referred to as "**PREMISES**".

(2). **CITY** agrees to accept the one-time fee already paid for the execution and delivery of this utility permit.

(3). **UDOT's** plans, specifications and timetable for installation of said **FACILITIES**, shall be attached hereto and by this reference made a part hereof, and shall be reviewed for approval prior to construction by the **CITY's** Director of Public Utilities, hereinafter referred to as "**DIRECTOR**". No work shall be permitted on the Premises from March 1 through October 15 of each year without the prior written consent of the **CITY**.

(4). **CITY** agrees that steel casings will not be required. All crossings must be bored beneath the canal at least four and one-half feet (4.5') below the bottom of the flow line.

(5). **UDOT** agrees not to erect any structures other than said **FACILITIES** or make any other improvements on the said **PREMISES**. **UDOT** agrees to perform all such installation pursuant to all applicable federal laws or regulations, **CITY** ordinances, Salt Lake County ordinances and State law. Installation and maintenance of the **FACILITIES** on the **PREMISES**

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shall be at UDOT's sole expense.

(6). UDOT will, at UDOT's sole expense, and within the time and when requested in writing by the CITY, remove, replace or alter the FACILITIES installed by UDOT on the PREMISES.

(7). UDOT agrees that at all times this utility permit shall be subject to any use of the PREMISES the CITY may desire, and CITY shall not be liable to UDOT for any loss of use or damage to UDOT's FACILITIES resulting from such use.

(8). UDOT agrees, upon written notice from DIRECTOR, to repair any damage caused to the PREMISES or its Canal as a result of UDOT's its agents', employees', or invitees' use of this permit. The CITY may, in its discretion, elect to effect such repair of cause the same to be accepted, and UDOT agrees to reimburse to the CITY the reasonable cost and expense of such repairs.

(9). This Utility Permit is 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 UDOT at the UDOT's above stated address. Upon receipt of such notice, UDOT shall remove any FACILITIES or improvements from the said PREMISES, restoring the surface of the PREMISES as near as possible to its condition prior to the date hereof.

(10). UDOT agrees to indemnify, hold harmless and defend the CITY, its agents and employees, from and against all claims, mechanics liens, demands, damages, actions, costs and charges, for personal injury or property damage and other liabilities, including attorney's fees, arising out of or by any reason of UDOT's use of said PREMISES or any activities conducted thereon by UDOT, its agents, employees, or invitees.

(11). This permit is not assignable.

(12). Any ambiguity in this Utility Permit shall be construed in favor of the CITY.

(13). ETHICAL STANDARDS. UDOT 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.

(14). This Utility Permit embodies the entire agreement between the parties and it cannot be changed except through a written instrument signed by both parties.

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

UTAH DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

- 1. By: *Madeline Truman Galy*
Title: I-15 Project Utilities Administrator
Date: 8/8/00
- 2. By: *J.N. Guman*
Title: I-15 Project Technical Support Administrator
Date: 8/8/00

APPROVED:

By: *[Signature]*
Title: I-15 Project Deputy Director
Date: 8/10/00

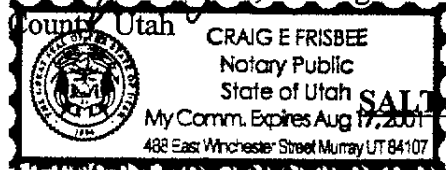
APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date: 10/4/00
By: *Chris Buntell*

On the date first above written personally appeared before me, the I-15 Project Deputy Director, who, being by me duly sworn, did sign the foregoing instrument, and further acknowledged to me that said instrument was signed in behalf of said UTAH DEPARTMENT OF TRANSPORTATION.

Witness my hand and official stamp the date in this instrument first above written.

Craig E. Frisbee
NOTARY PUBLIC, residing in Salt Lake
County, Utah

My commission expires: 8-17-2000



SALT LAKE CITY CORPORATION

RECORDED

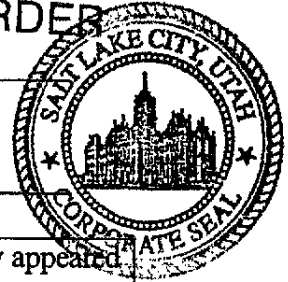
OCT 04 2000

ATTEST AND COUNTERSIGN:

By: *Beverly Jones*
Title: ~~Chief~~ Deputy City Recorder
Date: 10-4-00

APPROVED: CITY RECORDER

By: *Leroy W. Hooton*
Title: Public Utilities Director
Date: 9.27.00



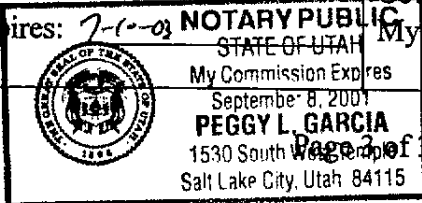
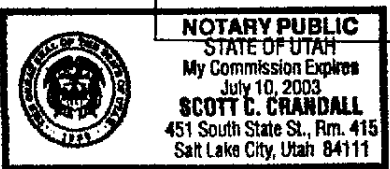
On OCT 04 2000, personally appeared before me Beverly Jones who, being by me duly sworn, did say that she is the CHIEF DEPUTY CITY RECORDER, of SALT LAKE CITY CORPORATION, and said person acknowledged to me that said corporation executed the same.

[Signature]
NOTARY PUBLIC, residing in Salt Lake County, Utah

On 9-27-00, personally appeared before me LEROY W. HOOTON, JR. who, being by me duly sworn, did say that he is the PUBLIC UTILITIES DIRECTOR of SALT LAKE CITY CORPORATION, and said person acknowledged to me that said corporation executed the same.

[Signature]
NOTARY PUBLIC, residing in Salt Lake County, Utah

My commission expires: 7-10-03 NOTARY PUBLIC STATE OF UTAH



BK8393PG9262

Potential Location For Permits For Canal Crossings

(Salt Lake City Corporation)

EXHIBIT "A"

Date: 7/27/00
Doc#6842

(Contacts: Madeline Francisco-Galang - 594-6298 Malcolm Tomatani - 594-6486)

No.	Description	Type	Resp Owner	Requested over/und/fatt	Date to Cons	Date Plans Sub	Date Plans OK	Final over/und/fatt	Const. Final =X	Permit Compt'd	Comments
1	1300S-1150E	COM	UDOT	under	existing	06/12/99		Over	X		C,S
2	1700S-1150E	COM	UDOT	under	11/12/98	06/12/99		Under	X		C,S
3	2100S-1050E	COM	UDOT	under	existing	06/12/99		over	X		C,S
4	180 Highland	COM	UDOT	Over	06/01/98	06/12/99		over	X		C,S
5	3300S-1250E	COM	UDOT	Over	07/15/98	06/12/99		over	X		C,S
6	4500S-1850E	COM	UDOT	Over	06/02/98	06/12/99		Over	X		C,S
7	Murray Holladay-2000E	COM	UDOT	Over	01/22/99	06/12/99		Over	X		C,S
8	Highland-5500S	COM	UDOT	Over	existing	06/12/99		Over	X		C,S
9	5900S-VanWinkle	COM	UDOT	Over	03/11/99	06/12/99		Over	X		C,S
10	6400S-2000E	COM	UDOT	Over	03/12/99	06/12/99		Over	X		C,S
11	8200S State	COM	UDOT	under	11/05/98	06/12/99		Under	X		C,S
12	9000S-E of State St	COM	UDOT	under	existing			Over	X		C, Will Not Be Used
13	9900S State	COM	UDOT	under	11/15/98	06/12/99		under	X		C,S
14	10150S State	COM	UDOT	under	existing	06/12/99		Over	X		C,S
15	10300S State	COM	UDOT	Over	existing	06/12/99		Over	X		C,S
16	10600S State	Power	UDOT	att	07/06/98	06/12/99		att	X		C,S
17	12300S-110W	COM	UDOT	Under	12/07/98	06/12/99		Under	X		C,S
18	6300S-2000E	COM	UDOT	Over	07/30/98	06/12/99		Over	X		Will Not be Used
19	7090S-1300E	COM	UDOT	Over	existing	06/12/99		Over	X		C,S
20	7240S-900E	COM	UDOT	Over	existing	06/12/99		Over	X		C,S
21	7720S-700E	COM	UDOT	Over	existing			Over	X		C, Will Not Be Used
22	State St-N. Temple	COM	UDOT	Over	06/01/98	06/12/99		Over	X		Permit Acquired already - ok as planned - C, S
23	State St-S. Temple	COM	UDOT	Over	06/02/98			Over	X		Will Not Be Used
24	300E-S. Temple	COM	UDOT	Over	08/10/98	06/12/99		Over	X		Permit Acquired already - ok as planned - C, S
25	50S-400E	COM	UDOT	Over	08/03/98	06/12/99		Over	X		Permit Acquired already - ok as planned - C, S
26	90S-500E	COM	UDOT	Over	07/27/98	06/12/99		Over	X		Permit Acquired already - ok as planned - C, S
27	9250S State	COM	UDOT	under	11/11/98	06/12/99		Under	X		C,S
28	9730S State	COM	UDOT	Over	02/12/99	06/12/99		Over	X		C,S
29	10900S State	COM	UDOT	under	11/19/98	06/12/99		Under	X		C,S
30	3900S-1700E	COM	UDOT	Over	11/16/98	06/12/99		Over	X		C,S
31	1300E-6330S	COM	UDOT	att	06/01/99	06/12/99		att	X		C,S
32	12300S-740E	COM	UDOT	under	12/15/98	06/12/99		Under	X		C,S
33	1300E-3345S	COM	UDOT	over	01/18/99	06/12/99		Over	X		C,S