

9190485

When Recorded Please return to:  
Salt Lake City Public Utilities  
Attention: Karryn Greenleaf  
1530 South West Temple  
Salt Lake City, Utah 84115

**RECORDED**

*BY: ZJM*

9190485  
10/05/2004 02:28 PM \$0.00  
Book - 9045 Pg - 4641-4645  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY PUBLIC UTILITIES  
BY: ZJM, DEPUTY - W I S P. *5 page*

County Parcel No. 24-24-252

**AUG 17 2004**

Space above for County Recorder's Use

**CITY RECORDER UTILITY PERMIT**

**AUG 17 2004**

THIS UTILITY PERMIT is made and entered into as of AUG 17 2004, by and between **SALT LAKE CITY CORPORATION**, a municipal corporation of the State of Utah ("City"), and **Comcast of Utah II, Inc.**, a corporation organized under the laws of the state of Louisiana, whose principle place of business is located at 9602 South 300 West, Sandy, Utah 84092, ("Permittee").

**WITNESSETH:**

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

WHEREAS, Permittee is desirous of obtaining a permit from the City for using part of the said canal property for the installation of a 2" fiber conduit ("facilities") under said Canal property at approximately 11400 South Lone Peak Drive; and

WHEREAS, City is willing to grant a permit for such use:

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. For the sum of five hundred dollars (\$500.00) and other valuable consideration, the receipt of which is hereby acknowledged, City hereby grants permission and license to Permittee to install and maintain facilities within the premises described in Exhibit "A", attached hereto and by this reference made a part hereof. Said premises is located in Salt Lake County, State of Utah and this permit is SUBJECT TO the following additional conditions:

2. Prior to any installation, the Permittee's plans, specifications and timetable for installation of said facilities shall be submitted to and must be approved by the City's Director of Public Utilities ("Director") before any work thereon may commence. Permittee will make any changes in such plans, specifications or timetable as and when requested by said Director. Construction work is only allowed within the Premises from **November 1 to March 1** during the City's non-irrigation season. The following items are required as part of this permit:

- a. Installation of the facilities is by boring under the canal.
- b. The minimum depth of cover required from the bottom of the canal or culvert is 4 feet 6 inches.
- c. The casings must extend to the end of the City property on either side of the canal and,
- d. All bore pits must be located outside of the City property.

3. Permittee agrees not to erect any other structure other than said facilities or make any other improvements on the said Premises. Permittee agrees to perform all such installation pursuant to all applicable federal laws or regulations, City ordinances, Salt Lake County and State law. Installation and maintenance of the facilities on the Premises shall be at Permittee's sole expense.

4. Permittee will, at Permittee's sole expense, and within the time and when requested in writing by the City, remove, replace or alter the facilities installed by Permittee on the Premises.

5. Permittee 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 Permittee for any loss of use or damage to Permittee's facilities resulting from such use.

6. Permittee agrees, upon written notice from City's Director, to repair any damage caused to the Premises or its Canal as a result of Permittee's its/his agents', employees', or invitees' use of this permit.

7. 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 Permittee at the Permittee's above stated address. Upon receipt of such notice, Permittee 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.

8. Permittee 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 Permittee's use of said premises or any activities conducted thereon by Permittee, his/her/its agents, employees, invitees or trespassers.

9. This permit is not assignable.

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

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

12. Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. 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 the day and year herein first above written.

SALT LAKE CITY CORPORATION

By LeRoy W. Hooten  
PUBLIC UTILITIES DIRECTOR

ATTEST AND COUNTERSIGNED:


  
CHIEF DEPUTY CITY RECORDER

RECORDED

AUG 17 2004



COMCAST OF UTAH II, INC.

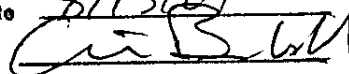
  
By: Gary Waterfield  
Title: Area Vice President - Operations

CITY RECORDER

ATTEST AND COUNTERSIGNED:

~~CITY RECORDER~~

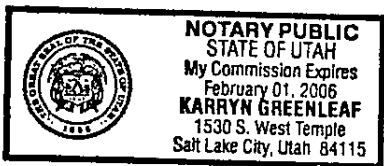
APPROVED AS TO FORM  
Salt Lake City Attorney's Office


Date 8/13/04  
By 

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this day of 10 July 2004, by LeRoy W. Hooton, Jr. in his capacity as Public Utilities Director of **SALT LAKE CITY CORPORATION**, a municipal corporation of the State of Utah.

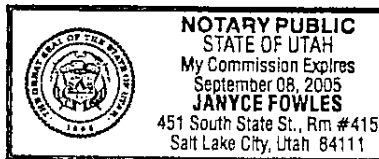


  
NOTARY PUBLIC, Residing in  
Salt Lake County, Utah

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

The foregoing instrument was acknowledged before me this day of AUG 17 2004, by Christine Meeker in his/her capacity as Chief Deputy Recorder of **SALT LAKE CITY CORPORATION**, a municipal corporation of the State of Utah.

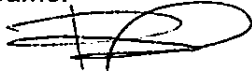
  
NOTARY PUBLIC, Residing in  
Salt Lake County, Utah



ACKNOWLEDGMENT

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

On the 14 day of JULY, 2004, personally appeared before me Gary Waterfield, who, being by me duly sworn, did say that he is the Area Vice President – Operations of Comcast of Utah II, Inc., and that the foregoing instrument was signed in behalf of said company by authority of a resolution of its board of directors; and said person acknowledged to me that said corporation executed the same.

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

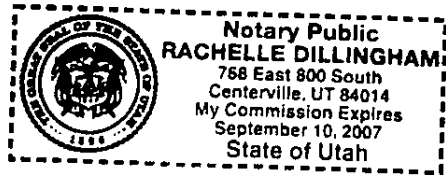


EXHIBIT "A"

Comcast of Utah is hereby requesting an permit from the City of Salt Lake City, Utah, to be located in the S/E1/4 of Section 24, Township 3 South, Range 1 West, SLB&M to cross the Jordan and Salt Lake City Canal. The permit is to place telecommunication facilities and appurtenances by boring underneath at a minimum depth of six (6) feet below the bottom of said canal parallel to and within 10 feet of top back of curb in the east right of way of "Lone Peak Parkway" (a Bluffdale, Utah road) as it exists today. Said permit will be two (2) feet on either side of the following described centerline using GPS locations.

Beginning at the east common corner of Section 24 and Section 13, Township 3 South, Range 1 West SLB&M, with a GPS location of 40° 33' 05.8124" North Latitude, 111° 53' 28.6305", West Longitude, thence South 32° West a distance of 3758.87 feet more or less to the true point of beginning, said point also being 2.5 rods on the lower side from the center of the Jordan and Salt Lake City Canal at right angles thereto, with a GPS location of 40° 32' 34.2411" North Latitude, 111° 53' 54.2657" West Longitude, thence South 3° East for a distance of 162.77 feet more of less to end of permit area with a GPS location of 40° 32' 32.6533" North Latitude, 111° 53' 54.1370" West Longitude.

RE  
7/20/2008