

7508305

C 99-1017

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

RECORDED

OCT 21 1999

PERMIT

CITY RECORDER

THIS PERMIT is made and entered into as of Oct. 19, 1999 by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter ("City"), and THE PRESERVE, LC, a Colorado limited liability company, whose mailing address is \_\_\_\_\_, Utah \_\_\_\_\_ hereinafter ("Permittee").

WITNESSETH:

WHEREAS, City is the owner of a certain easement 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 easement for the installation of those certain facilities, described in Exhibit "A" attached hereto (the "Facilities") on and over said canal easement in the development known as "The Preserve" and formerly know as "Amberly Village" located at approximately 525 South 900 East, in Salt Lake City 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. City hereby grants permission and license to Permittee to install and maintain the Facilities within the premises described in Exhibit "B", attached hereto and by this reference made a part hereof (the "Premises). Said Premises is located in Salt Lake County, State of Utah.

2. Permittee agrees not to erect any other structure other than the 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.

3. Permittee agrees that at all times the City may enter and use the Premises to inspect, maintain, and operate the canal, and City shall not be liable to Permittee for any loss of use or damage to Permittee's Facilities thereon resulting from such use; provided, however, that the City shall, except in emergency circumstances, give Permittee at least 24 hours notice of any work to be done which may affect the Facilities.

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4. Permittee agrees that at all times this 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.
5. Permittee agrees, upon written notice from City's Director of Public Utilities, to repair any damage caused to the Premises or its canal as a result of Permittee's and its agents', employees', or invitees' use of this point.
6. This Permit is subject to revocation by the City in the event the Facilities threaten to, or do, impact the canal or the operation thereof, 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, at Permittee's expenses, and restore the surface of the Premises as near as possible to its condition prior to the date hereof.
7. Permittee agrees to indemnify, hold harmless and defend the City, its agents and employees, from and against any and 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.
8. This permit is not assignable, without the prior written consent of the City.
9. Any ambiguity in this permit shall be construed in favor of the City.
10. This 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.

SALT LAKE CITY CORPORATION  
 By: LeRoy W. Hooten  
 PUBLIC UTILITIES DIRECTOR

ATTEST AND COUNTERSIGNED:

**RECORDED**

OCT 21 1999

Christine Meeker  
 CHIEF DEPUTY CITY RECORDER

**CITY RECORDER**

*Approved as to Form:  
 Chris Bullock  
 10/20/99*

THE PRESERVE, LC



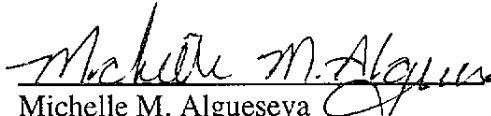
By: [Signature]  
 Barry Higgins  
 Its: Managing Member

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ACKNOWLEDGEMENT

STATE OF COLORADO    )  
                                  : ss.  
County of Denver        )

On October 18, 1999, personally appeared before me BARRY HIGGINS, who, being by me duly sworn, did say that his is the MANAGING MEMBER, respectively, of THE PRESERVE, LC, A Colorado limited liability company, and said person acknowledge to m that said company executed the same.

  
Michelle M. Algueseva  
NOTARY PUBLIC, residing in  
Denver, Colorado



My commission expires:

2/12/2000

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## EXHIBIT "A"

### DESCRIPTION OF FACILITIES LOCATED UPON CANAL EASEMENT

The facilities that are located upon the canal easement that traverses the real property owned by THE PRESERVE, which easement is described in Exhibit "B" attached hereto are as follows from North to South:

- a. Fence
- b. Landscaping
- c. Block Wall (Dumpster Enclosure)
- d. Asphalt Pavement
- e. Landscaping
- f. Rock Retaining and Landscaping Wall
- g. Northeast corner of Building 525 C
- h. Breeze Way
- i. Landscaping
- j. Sidewalk
- k. Retaining Wall
- l. Fire Hydrant
- m. Steps
- n. Rock Wall
- o. Fence

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**EXHIBIT B**

The premises consists of the following described land, situated in Salt Lake County, State of Utah, to-wit:

Beginning at a point which is N 0°00'52" W 332.00 feet along the East Line of 900 East Street, S 89°07'55" E 132.02 feet, and N 89°57'40" E 5.66 feet from the Northwest Corner of Lot 2, Block 28, Plat B, Salt Lake City Survey, said Northwest Corner of Lot 2 being N 0°01'05" W 228.94 feet along the Monument Line and N 89°57'37" E 69.90 feet from a Salt Lake City Survey Monument in the intersection of 900 East Street and 600 South Street, and running thence N 89°57'40" E 33.31 feet; thence S 25°47'32" E 93.62 feet; thence S 63°20'54" W 3.56 feet; thence S 26°39'06" E 20.94 feet; thence S 17°36'01" E 236.38 feet; thence S 89°57'40" W 31.47 feet; thence N 17°36'01" W 205.55 feet; thence N 72°23'59" E 10.00 feet; thence N 17°36'01" W 19.75 feet; thence N 26°39'06" W 36.60 feet; thence S 63°20'54" W 6.18 feet; thence N 25°47'32" W 91.29 feet to the point of beginning, being an easement for the Jordan and Salt Lake City Canal, and for storm drainage facilities.

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12-9-93

RE

7508305  
11/08/1999 03:55 PM NO FEE  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY - RECORDER  
BY: RDJ, DEPUTY - WI 6 P.