

6573801

When Recorded Return No:
SLC Public Utilities
1530 South West Temple
Salt Lake City, Utah 84115

6573801
02/18/97 09:45 AM**NO FEE**
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY-PUBLIC UTILITIES
REC BY:D KILPACK DEPUTY - WI

RECORDED

DEC 19 1996

UTILITY PERMIT

THIS UTILITY PERMIT is made and entered into as of November 6, 1996 by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah ("City") and HOMESTEAD VILLAGE INCORPORATED, a Maryland corporation, whose mailing address is 125 Lincoln Avenue, Santa Fe, New Mexico 87501 ("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 property for the installation of the following; 15" Storm Drain Line with casing, 8" sanitary sewer line with casing, 8" water line with casing, telephone cables, water laterals, fire hydrant, ("facilities") across or underneath said Canal property at approximately 6600 South 1000 East; 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 for a ten year period, subject to renewal by Permittee for an additional 10 year period to install and maintain the facilities within the premises described in Exhibit "A", attached hereto and by this reference made a part hereof (the "Premises").

2. Permittee agrees to pay to the City the sum of three hundred and fifty dollars (\$350.00) for the execution and delivery of this utility permit. Upon renewal by Permittee for an additional 10 year period the Permittee will pay the then applicable fee to the City.

BK7599PG2187

3. 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.

4. Permittee agrees not to erect any other structure other than said facilities or make any other improvements on the said Premises without the prior written consent of the City. 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.

5. 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.

6. 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.

7. 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.

8. 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 improvements from the said Premises, restoring the surface of the Premises as near as possible to its condition prior to the date hereof.

9. 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.

10. This permit is not assignable.

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

12. 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.

RECORDED

DEC 19 1996 SALT LAKE CITY CORPORATION

CITY RECORDER By Henry W. Hooten
PUBLIC UTILITIES DIRECTOR

ATTEST AND COUNTERSIGNED:

Cristina M. Meeker
CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM
Salt Lake City Planning Office

Date 12/18/96
By Chris Bullock



HOMESTEAD VILLAGE
INCORPORATED

Jerry A. Jones

~~Laura Hamilton~~ Jerry A. Jones
Vice President

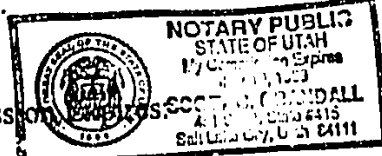
ACKNOWLEDGMENT

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

On DEC 19 1996, personally appeared before me LEROY W. HOOTON, JR. and Christine Meeker, who, being by me duly sworn, did say that they are the PUBLIC UTILITIES DIRECTOR and CHIEF DEPUTY CITY RECORDER, respectively, of SALT LAKE CITY CORPORATION, and said persons acknowledged to me that said corporation executed the same.

[Handwritten Signature]

NOTARY PUBLIC, residing in Salt Lake County, Utah

My Commission Expires:  SCOTT A. RANDALL
A. 1996, 2000 & 2004
Salt Lake City, Utah 84111

ACKNOWLEDGMENT

STATE OF TEXAS)
: ss.
County of DALLAS)

On the 6th day of November, 1996, personally appeared before me, Jeffrey A. Jones, who, being by me duly sworn, did say that she is the Vice President, respectively, of VILLAGE COMMUNITIES INCORPORATED, a Maryland Corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors; and said persons acknowledged to me that said corporation executed the same.

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

My Commission Expires:
3-15-97

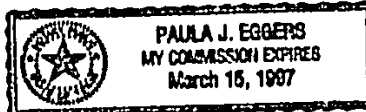
 PAULA J. EGGERS
MY COMMISSION EXPIRES
March 15, 1997

EXHIBIT "A"

Beginning at the Southwest corner of said parcel; thence North $00^{\circ}10'54''$ East, along the west line of said parcel, a distance of 16.99 feet; thence, departing the West line of said parcel, South $89^{\circ}49'06''$ East parallel with the South line of said parcel, a distance of 172.22 feet; thence along the arc of a curve to the left through a central angle of $46^{\circ}46'32''$ an arc distance of 89.80 feet, a radius of 110.00 feet and a cord bearing of North $66^{\circ}47'38''$ East with a distance of 87.33 feet thence North $43^{\circ}24'22''$ East, a distance of 185.10 feet; thence along the arc of a curve to the right though a central angle of $55^{\circ}16'32''$ an arc distance of 106.12 feet, a radius of 110.00 feet and a cord bearing of North $71^{\circ}02'38''$ East with a distance of 102.05 feet thence South $81^{\circ}19'06''$ East, a distance of 44.40 feet; thence South $77^{\circ}49'06''$ East, a distance of 25.75 feet; thence South $13^{\circ}44'23''$ West, a distance of 50.02 feet; thence North $77^{\circ}49'06''$ West, a distance of 22.87 feet; thence North $81^{\circ}19'06''$ West, a distance 42.87 feet; thence along the arc of a curve to the left through a central angle of $55^{\circ}16'32''$ an arc distance of 57.88 feet, a radius of 60.00 feet and a cord bearing of South $71^{\circ}02'38''$ West with a distance of 55.67 feet thence South $43^{\circ}24'22''$ West, a distance of 185.10 feet; thence along the arc of a curve to the right through a central angel of $10^{\circ}32'32''$ an arc distance of 29.44 feet, a radius of 160.00 feet and a chord bearing of South $48^{\circ}40'38''$ West with a distance of 29.40 feet; thence North $04^{\circ}26'37''$ East, a distance of 2.00 feet; thence North $87^{\circ}51'15''$ West, a distance of 2.11 feet; thence North $89^{\circ}49'06''$ West, a distance of 264.83 feet to the point of beginning.

SRB
10-23-96

Exhibit A
page 2 of 3

PARCEL 3 (water line and gas line)

Beginning at "Point C"; Thence North 43 degrees 24 minutes 22 seconds East, a distance of 14.60 feet; Thence South 00 Degrees 10 Minutes 54 seconds West, a distance of 63.74 feet; Thence South 89 degrees 49 minutes 06 seconds East, a distance of 7.84 feet; Thence North 00 degrees 10 minutes 54 seconds East, a distance of 72.07 feet; Thence North 43 degrees 24 minutes 22 seconds East, a distance of 14.60 feet; Thence South 00 degrees 10 minutes 54 seconds West, a distance of 73.01 feet; thence South 43 degrees 24 minutes 22 seconds West, a distance of 26.04 feet; Thence along the Arc of a curve to the Right through a central angle of 10 degrees 32 minutes 32 seconds an Arc distance of 29.44 feet, a radius of 160.00 feet and a chord bearing of South 48 degrees 40 minutes 38 seconds West with a distance of 29.40 feet to the North line of 6600 South Street; thence running along said North line the next three (3) courses: 1) North 87 degrees 51 minutes 15 seconds West, a distance of 2.11 feet; 2) North 04 degrees 26 minutes 37 seconds East, a distance of 2.00 feet; 3) North 89 degrees 49 minutes 06 seconds West, a distance of 16.46 feet; Thence North 73 degrees 41 minutes 33 seconds East, a distance of 31.75 feet; Thence North 00 degrees 10 minutes 54 seconds East, a distance of 70.77 feet to the point of beginning, containing 1607 square feet or 0.04 Acres, more or less.

RE

10-24-96

PARCEL 4 (electrical crossing)

Beginning at "Point D"; Thence North 43 degrees 24 minutes 22 seconds East, a distance of 15.00 feet; Thence South 46 degrees 35 minutes 38 seconds East, a distance of 50.00 feet; Thence South 43 degrees 24 minutes 22 seconds West, a distance of 15.00 feet; Thence North 46 degrees 35 minutes 38 seconds West, a distance of 50.00 feet to the point of beginning, containing 750 square feet or 0.02 acres, more or less.

RE

10-24-96

PARCEL 5 (water laterals, electrical and telephone lines)

Beginning at "Point E"; Thence along the Arc of a curve to the Right through a central angle of 10 degrees 49 minutes 43 seconds an Arc distance of 20.79 feet, a radius of 110.00 feet and a chord bearing of North 73 degrees 15 minutes 29 seconds East with a distance of 20.76 feet; thence South 32 degrees 16 minutes 42 seconds East a distance of 57.42 feet; thence along the Arc of a curve to the left through a central angle of 22 degrees 09 minutes 51 seconds an arc distance of 23.21 feet, a radius of 60.00 feet and a cord bearing of South 87 degrees 35 minutes 59 seconds West, a distance of 23.07 feet ; thence North 32 degrees 16 minutes 42 seconds West a distance of 51.49 feet to the Point of Beginning. Containing 1078.61 square feet or 0.02 Acres, more or less.

RE

10-24-96

PARCEL 6 (storm drain line)

Beginning at "Point F"; Thence South 77 degrees 49 minutes 06 seconds East, a distance of 10.06 feet; Thence South 18 degrees 32 minutes 52 seconds West, a distance of 50.31 feet; Thence North 77 Degrees 49 minutes 06 seconds West, a distance of 10.06 feet; Thence North 18 degrees 32 minutes 52 seconds East, a distance of 50.31 feet to the point of beginning, containing 503 square feet or 0.01 Acres, more or less.

RE

10-24-96

Permit area
legal descriptions.
[Signature]
11/20/99
Vice President

FOUR COPY
CO. RECORDER

BK7599PG2192

EXHIBIT A
page 1 of 3

LEGAL DESCRIPTION

Six parcels of land lying in the right-of-way of the Jordan and Salt Lake Canal and being a part of the North half of Section 20, Township 2 South, Range 1 East, of the Salt Lake Base and Meridian being more particularly described as follows:

Commencing at the South West corner of that Parcel of land described in Book 7171 at page 851 of the records of the Salt Lake County Clerk and Recorder; Thence North 00 degrees 10 minutes 54 seconds East, along the West line of said parcel, a distance of 16.99 feet to the North line of the Jordan and Salt Lake Canal; Thence running along said North line the next eleven (11) courses: 1) South 89 degrees 49 minutes 06 seconds East, a distance of 37.00 feet to "point A" 2) South 89 degrees 49 minutes 06 seconds East, a distance of 135.22 feet; 3) along the Arc of a curve to the left through a central angle of 20 degrees 30 Minutes 58 seconds an Arc distance of 39.39 feet, a Radius of 110.00 feet and a chord bearing of North 79 degrees 55 minutes 25 seconds East with a distance of 39.18 feet to "point B", 4) along the Arc of a curve to the Left through a central angle of 26 degrees 15 minutes 33 seconds an Arc distance of 50.41 feet, a radius of 110.00 feet and a chord bearing of North 56 degrees 32 minutes 09 seconds East with a distance of 49.97 feet; 5) North 43 degrees 24 minutes 22 seconds East, a distance of 38.60 feet to "Point C"; 6) North 43 Degrees 24 minutes 22 seconds East. A distance of 47.64 feet to "Point D"; 7) North 43 degrees 24 minutes 22 seconds East, a distance of 98.87 feet; 8) Along the Arc of a Curve to the Right through a Central angle of 24 degrees 26 minutes 15 seconds an Arc distance of 46.92 feet, a radius of 110.00 feet and a chord bearing of North 55 degrees 37 minutes 30 seconds East with a distance of 46.56 feet to "Point E"; 9) Along the Arc of a curve to the Right through a central angle of 30 degrees 50 minutes 17 seconds an Arc distance of 59.20 feet, a radius of 110.00 feet and a chord bearing of North 83 degree 8.49 feet; 10) South 81 degrees 19 minutes 06 seconds East, a distance of 44.40 feet; 11) South 77 degrees 49 minutes 06 seconds East, a distance of 10.47 feet to "Point F".

RE
10-24-96

-POOR COPY-
CO. RECORDER

PARCEL 1 (fire hydrant)

Beginning at "Point A"; thence South 89 degrees 49 minutes 06 seconds East, a distance of 20.88 feet; Thence South 00 degrees 10 minutes 54 seconds West, a distance of 11.84 feet; Thence North 89 degrees 49 minutes 06 seconds West, a distance of 20.88 feet; Thence North 00 degrees 10 minutes 54 seconds East, a distance of 11.84 feet to the point of beginning, containing 247 square feet or 0.01 Acres, more or less.

RE
10-24-96

PARCEL 2 (sanitary sewer line)

Beginning at "Point B"; Thence along the Arc of a curve to the Left through a central angle of 05 degrees 21 minutes 14 seconds an Arc distance of 10.28 feet, a Radius of 110.00 feet and a chord bearing of North 66 degrees 59 minutes 19 seconds East with a distance of 10.27 feet; Thence South 09 degrees 43 minutes 40 seconds East, a distance of 28.44 feet to the North line of 6600 South street; Thence North 89 Degrees 49 minutes 06 seconds West. Along said North line a distance of 10.15 feet; Thence North 09 degrees 43 minutes 40 seconds West, a distance of 24.33 feet to the point of beginning, containing 263 square feet or 0.01 Acres, more or Less.

RE
10-24-96