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03/28/2001 10:41 AM NO FEE  
Book - 8438 Pg - 5300-5304  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY PUBLIC UTILITIES  
BY: RDJ, DEPUTY - WI 5 P.

RECORDED

MAR 26 2001

CITY RECORDER

UTILITY PERMIT

When Recorded Return to:  
SLC Public Utilities  
1530 South West Temple  
Salt Lake City, Utah 84115  
County Sidwell No.  
26-18-353-007

7854271

THIS UTILITY PERMIT is made and entered into as of MAR 26 2001, by and between **SALT LAKE CITY CORPORATION**, a municipal corporation of the State of Utah ("City"), and **QWEST COMMUNICATIONS, INC.**, a Delaware Corporation, whose mailing address is 1425 West 3100 South, Salt Lake City, Utah 84119 ("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 1 800-pair copper in a 4" SDR17 flexible conduit ("facilities"), underneath said Canal property at approximately 10870 South State Street; 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 (the "Premises"). 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.

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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 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. Hooton*  
 PUBLIC UTILITIES DIRECTOR

ATTEST AND COUNTERSIGNED:  
*Bonnie Ferrin*  
 CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM  
 Salt Lake City Attorney's Office  
 Date 3/26/01  
 By *Cliff E. Bell*

RECORDED

MAR 26 2001

CITY RECORDER



QWEST COMMUNICATIONS, INC.

*Michael Johnson*  
 By: MICHAEL JOHNSON  
 Its: MANAGER/DESIGN SERVICES

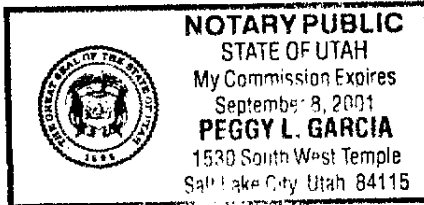
ACKNOWLEDGMENT

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

On 3-12-01, personally appeared before me LEROY W. HOOTON, JR. who, being by me duly sworn, did say that he is the PUBLIC UTILITIES DIRECTOR, respectively, of **SALT LAKE CITY CORPORATION**, and said person acknowledged to me that said corporation executed the same.

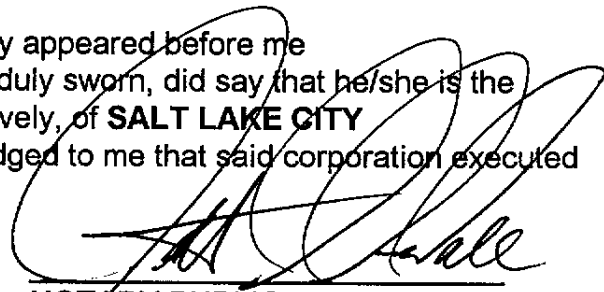
*Peggy L. Garcia*  
 NOTARY PUBLIC, residing in  
 Salt Lake County, Utah

My Commission Expires:  
9-8-2001



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

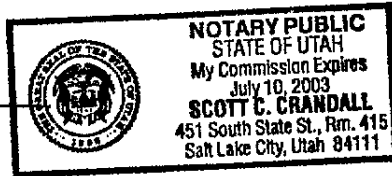
On MAR 26 2001, personally appeared before me  
Bonnie Ferrin, who, being by me duly sworn, did say that he/she is the  
~~CHIEF~~ DEPUTY CITY RECORDER, respectively, of **SALT LAKE CITY**  
**CORPORATION**, and said person acknowledged to me that said corporation executed  
the same.



NOTARY PUBLIC, residing in  
Salt Lake County, Utah


My Commission Expires:

7-10-03



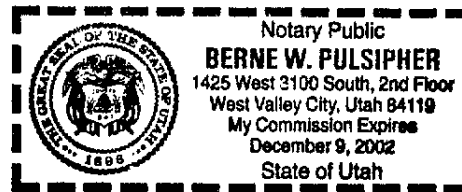
STATE OF UTAH )  
 : ss.  
County of Salt Lake )

On the 12<sup>th</sup> day of FEBRUARY, 2001, personally appeared before me  
MICHAEL JOHNSON, who, being by me duly sworn, did say that he is the  
MANAGER/DESIGN SERVICES, respectively, of **QWEST WEST COMMUNICATIONS,**  
**INC.**, a Delaware Corporation, 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

My Commission Expires:

12-9-2002



3K84 38P65303

**EXHIBIT "A"**

**Beginning at a point South 89°35'40" East 187.13 feet and North 00°03'20" West 705.35 feet from the Southwest Corner of Section 18, Township 3 south, Range 1 East, Salt Lake Base and Meridian; thence North 00°03'20" West 145.20 feet to end.**