

STANDARD FORM AGREEMENT

AGREEMENT NUMBER 5-W- 19

3780610

COUNTY BOOK NUMBER _____ PAGE NUMBER _____

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 3/22/83
By [Signature] APPROVED

WAIVER OF INSTALLATION OF PUBLIC WAY IMPROVEMENT

APPROVED
APR 12 1983

APR 12 1983

THIS AGREEMENT, made this 27th day of October, 1982, by and between SALT LAKE CITY CORPORATION (hereinafter called CITY); and Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Saints, (hereinafter called COMPANY). a Utah Corporation Sole

WITNESSETH THAT:

WHEREAS, CITY ordinance requires the installation of improvements in the public way when no curb, gutter, or sidewalk exists in front of property and when any new construction occurs on the property; and

WHEREAS, COMPANY desires to commence new construction on property in Salt Lake City Corporation city limits: and

WHEREAS, CITY has determined that the installation of public way improvements is impractical and not desirable at this time.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties agree as follows:

1. The property location is described as follows:

(a) Address (or approximate address)

(b) Property description

Beginning north 0°03'08" west 454.4 feet and south 89°53'40" west 253 feet from city monument at intersection of 1700 South Street and Industrial Road, south monument being 2667.84 feet north and 1603.04 feet west from south ¼ corner section 15, township 1 south, range 1 west, Salt Lake meridian: south 0°03'08" east 429.16 feet: south 89°56'52" west 141.73 feet: north 0°03'08" west 429.03 feet: north 89°53'40" east 141.73 feet to beginning. 1.4 acres more or less.

[Handwritten initials]

2. The public way improvements include: Curb and gutter; public sidewalk; drive approaches; landscaping; road base courses and asphalt paving; street lighting; sewer and water main extension; and the following:

None

3. CITY agrees to waive the immediate installation of all of the above improvements except the following (if any):

None

4. COMPANY agrees to install above public way improvements at such time as CITY directs COMPANY to do so at COMPANY'S own expense or if COMPANY so decides, the COMPANY may join with other property owners and the CITY in installing said improvements in the manner proposed by the CITY.
5. COMPANY and CITY agree that on the installation and payment for the public improvements, the CITY shall file a release of encumbrance with the County Recorder.
6. CITY and COMPANY agree that if at the time CITY directs the installation of said improvements and COMPANY, the heirs, executors, administrators, assigns etc. of the property described in article 1(b) Property Description, cannot or does not pay for its share of the cost of said improvements, or does not enter into a time payment agreement satisfactory to the CITY, the CITY shall be entitled to a lien on the property described in 1(b) Property Description above upon the filing of an affidavit by the City Engineer referring to this agreement and setting forth the actual costs of the improvements. COMPANY, the heirs, executors, administrators, assigns, etc. agree to pay all costs of collection including attorney's fees and costs of sale of the Property.
7. CITY and COMPANY agree that if contemporaneous with the execution of this document, the COMPANY deeds certain lands to the CITY necessary for expansion of the public way, such deed shall not and does not abrogate of the provisions of this agreement.

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KATIE L. BIXON
RECORDER
SALT LAKE COUNTY,
UTAH

APR 14 9 21 AM '83
S.C. City Corp

REC OF DEP

Wayne Harper
Wayne Harper
No Fee

8. CITY and COMPANY agree that this agreement shall run with the land and shall be binding upon the heirs, executors, administrators, assigns, etc. of said COMPANY and upon the successors and assigns of the said CITY, as much so as if each and all of them had been specifically mentioned and cannot be altered except in writing signed by both parties.
9. IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

SALT LAKE CITY CORPORATION

BY: [Signature]

APPROVED MAYOR

ATTEST:

[Signature]
CITY RECORDER

APR 12 1983

APPROVED FINANCE DIVISION

[Signature] 3121183

CITY RECORDER

[Signature]

Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah Corporation Sole

BY: Glenn L. Pace

TITLE: Authorized Agent

OK R53

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 12th day of April, 1983, personally appeared before me ED L. WILSON and KATHRYN MARSHALL, who being by me duly sworn, did say that they are the MAYOR and CITY Recorder, respectively, of SALT LAKE CITY CORPORATION, and said persons acknowledged to me that said corporation executed the same.

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

My Commission Expires: 11-13-85

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 27th day of October, 1982, personally appeared before me Glenn L. Pace, Authorized Agent

who being by me duly sworn, did say that he acknowledged that he executed the foregoing

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

My Commission Expires: 7-11-83

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