

APPROVED

SEP 6 1988

CITY RECORDER

STANDARD FORM AGREEMENT  
FOR  
WAIVER OF INSTALLATION OF PUBLIC WAY IMPROVEMENT

548 Gale Street (TYPE)  
Salt Lake City, Utah (ADDRESS)

4678900

THIS AGREEMENT is made and executed by and between SALT LAKE CITY, a municipal corporation of the State of Utah, hereinafter called "City", and Kearns-Tribune Corp - Deseret News hereinafter called "Petitioner". Publishing

W I T N E S S E T H:

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, Petitioner desires to commence new construction on property in Salt Lake City Corporation city limits; and

WHEREAS, City has determined that the installation of certain public way improvements is not desirable at this time;

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

1. Description of Petitioner's Real Property:

The Petitioner is the owner of certain real property approximately located at 500 S Gale Street in Salt Lake City, Salt Lake County, State of Utah, described as follows:

See attached description

*no fee*

4678900  
22 SEPTEMBER 88 01:20 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
SALT LAKE CITY RECORDER  
REC BY: JANET WONG, DEPUTY

6066 REC 891

2. Public Way Improvements Defined:

The public way improvements to be made by Petitioner include curb and gutter, sidewalk, drive approaches, landscaping, road base courses and paving, street lighting, sewer and water main extension and other improvements required by City ordinances, regulation, State law or otherwise:

Updated  
1-5-89

none  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Public Way Improvements Waived:

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

none  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Install Improvements:

Petitioner agrees to install above public way improvements at such time as City directs Petitioner to do so at Petitioner's own expense or if Petitioner so decides, the Petitioner may join with other property owners and the City in installing said improvements in the manner proposed by the City. City and Petitioner agree that if at the time City directs the administrators, assigns, etc., of the property described in Article 1 upon the filing of an affidavit by the City Engineer referring to this agreement and setting forth the actual costs of the improvements Petitioner, the heirs, executors, administrators, assigns, etc., agree to pay all costs of collection, including attorney's fees and costs of sale of the property.

5. Dedication of Right-Of-Way:

City and Petitioner agree that if contemporaneous with the execution of this document, the Petitioner deeds certain lands to the City necessary for expansion of the public way, such deed shall not and does not abrogate any of the provisions of this agreement.

6. Covenant Running with the Petitioner's Real Property:

City and Petitioner agree that this agreement shall run with the land and shall be binding upon the heirs, executors, administrators, assigns, etc., of said Petitioner and upon the successors and assigns to 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.

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7. Release of Encumbrance:

Petitioner 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.

8. Execution:

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the SEP 6 1968 day of SEP 6 1968, 1968.

SALT LAKE CITY CORPORATION

By William A. Paulin



(PETITIONER)

ATTEST:

[Signature]  
CITY RECORDER

By Donna M. Welch  
Title: Pres.

ATTEST:

[Signature]  
Title: Secretary

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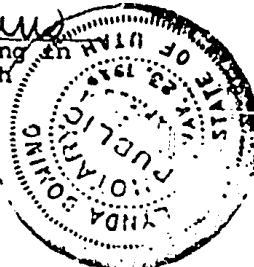
APPROVED  
FINANCE DEPARTMENT  
FUNDS NOT NEEDED  
APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 8-31-68  
By [Signature]

CITY ACKNOWLEDGMENT

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

On the \_\_\_\_\_ day of SEP 6 1988, 19\_\_\_\_, personally appeared before me PALMER A. DEPAULIS, 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, a municipal corporation of the State of Utah, and said persons acknowledged to me that said corporation executed the same.

*Lynnda S. Davis*  
NOTARY PUBLIC, residing in \_\_\_\_\_  
Salt Lake County, Utah

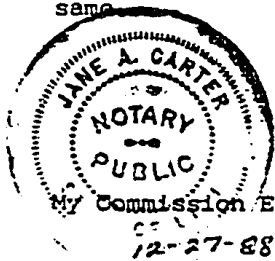


My Commission Expires:  
MAY 23 1989

CORPORATE ACKNOWLEDGMENT

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

On the 19<sup>th</sup> day of August, 1988, personally appeared before me Dominic Welch and \_\_\_\_\_ who, being by me duly sworn, did say that they are the President and \_\_\_\_\_ of Newspaper Agency Corp., 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.



JANE A. CARTER  
NOTARY  
PUBLIC  
My Commission Expires:  
12-27-88

*Jane A. Carter*  
NOTARY PUBLIC, residing in \_\_\_\_\_  
Salt Lake County, Utah

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SCALE: 1"=40'

**SURVEYOR'S CERTIFICATE**

I, **John B. Stahl**, Salt Lake City, Utah, do hereby certify that I am a registered Land Surveyor and that I hold License No. 7600 as prescribed by the laws of the State of Utah and that I have made a survey of the following described property:

**PARCEL 1**

Commencing at a point 2 1/2 rods north from the Southwest corner of Lot 7, Block 30, Plat "A", Salt Lake City Survey, in the City of Salt Lake and running thence North 2 1/2 rods; thence East 10 rods; thence South 2 1/2 rods; thence West 10 rods to the place of beginning.

Together with and subject to a right of way over the West 1 rod of said Lot 7.

Subject to a right of way over the following:

Commencing at a point 2 1/2 rods North of the Southwest corner of said Lot 7, Block 30, Plat "A", Salt Lake City Survey, and running thence East 5 rods; thence North 10 feet; thence West 5 rods; thence South 10 feet, to the place of beginning.

**PARCEL 2**

Commencing at the Southwest corner of Lot 7, Block 30, Plat "A", Salt Lake City Survey, and running thence North 2 1/2 rods; thence East 10 rods; thence South 2 1/2 rods; thence West 10 rods to the place of beginning.

Together with and subject to rights of way over the following: Commencing at the Northwest corner of said Lot 7, and running thence East 1 rod; thence South 15 rods; thence West 1 rod; thence North 15 rods, to the place of beginning.

Also: Commencing at a point 2 1/2 rods North of the Southwest corner of said Lot 7, and running thence East 5 rods; thence North 10 feet; thence West 5 rods; thence South 10 feet, to the point of beginning.

**PARCEL 3**

Commencing 3 rods South of the Northeast corner of Lot 8, Block 30, Plat "A", Salt Lake City Survey; and running thence South 3 rods; west 7 rods; thence North 3 rods; thence East 7 rods, to the place of beginning.

**PARCEL 4**

Beginning 7 1/2 rods North of the Southeast corner of Lot 8, Block 30, Plat "A", Salt Lake City Survey, and running thence North 2 1/2 rods; thence West 10 rods; thence South 2 1/2 rods; thence East 10 rods to the place of beginning.

**PARCEL 5**

Commencing at a point 5.0 rods North from the Southeast corner of Lot 8, Block 30, Plat "A", Salt Lake City Survey; and running thence North 2.5 rods; thence West 10.0 rods; thence South 2.5 rods; thence East 10.0 rods to the point of beginning;

Subject to a right of way 5 feet wide along the North side of said tract.

**PARCEL 6**

Beginning at a point 36.25 feet North of the Southeast corner of Lot 8, Block 30, Plat "A", Salt Lake City Survey; and running thence North 46.25 feet; thence West 10.0 rods; thence South 46.25 feet; thence East 10.0 rods to the point of beginning;

Subject to a perpetual right of way over the following: Beginning 36.25 feet North from the Southeast corner of Lot 8, Block 30, Plat "A", Salt Lake City Survey; and running thence West 10.0 rods; thence North 10.0 feet; thence East 10.0 rods; thence South 10.0 feet to the place of beginning.

**PARCEL 7**

Beginning at the Southeast corner of Lot 8, Block 30, Plat "A", Salt Lake City Survey; and running thence West 10.0 rods; thence North 36 1/4 feet; thence East 10.0 rods; thence South 36 1/4 feet to beginning.

I further certify that this map or plat and the survey on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys", jointly established and adopted by ALTA and ACSM in 1986; and meets the accuracy requirements of a Class "A" Survey as defined therein.

*[Signature]*  
John B. Stahl, LS  
License No. 7600

DEC 29 1987

**NARRATIVE:**

The purpose of this survey is to provide the necessary survey documentation to secure

NOT LEGIBLE FOR MICROFILM  
CO. RECORDER

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