

4801919

NO FEE

4801919  
21 JULY 89 01:42 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY RECORDER  
REC BY: D DANGERFIELD , DEPUTY

STANDARD FORM AGREEMENT  
FOR  
WAIVER OF INSTALLATION OF PUBLIC WAY IMPROVEMENT

APPROVED

Curb, Gutter and Sidewalk (TYPE)  
100 St. 200 So. Navajo (ADDRESS)

JUL 18 1989

CITY RECORDER

THIS AGREEMENT is made and executed by and between SALT LAKE CITY, a municipal corporation of the State of Utah, hereinafter called "City", and Mark Steel Corporation hereinafter called "Petitioner".

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 1230 West 200 South in Salt Lake City, Salt Lake County, State of Utah, described as follows: COM N. 0°03'34" W 139.54 FT FR SW COR BLK 6, HIGHLAND PARK ADD. S 76°31'39" E 432.59 FT; S 79°05'55" E 111.03 FT; S83°29'11" E 109.72 FT; S87°24'07" E 109.14 FT; N 89°58'19" E 88 FT TO W LINE OF JORDAN RIVER; N 0°24' E 67.8 FT; N 5°16' W 229.1 FT; N 8° 26' E 142.5 FT; N 10°35'30" E 179.36 FT; N 7°31'30" W 140 FT; N 15°01'20" W 73.63 FT TO PT ON S'LY ROFW OF WESTERN PACIFIC RR: S 74°43' W 294 FT; SW'LY ALG CURVE TO RIGHT 557.49 FT; S 0°03'34" E 301.69 FT to SW COR LOT 14, SD BLK 6; N 89°58'19" E 162 FT; S 0°03'34" E 100 FT; S 89°58'19" W 21 FT; S 0°03'34" E 100 FT; S 89°58'19" W 141 FT; S 0°03'34" E 10.46 FT TO BEG. LESS TRACT DEEDED TO SLCO.

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:

BOOK 6145 PAGE 0288

2020  
- 02

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
3. Public Way Improvements Waived:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

BOOK 6145 PAGE 0289

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 \_\_\_\_\_ day of JUL 18 1989, 19\_\_.

SALT LAKE CITY CORPORATION

By Salvatore A. De Paulis

APPROVED

JUL 18 1989

CITY RECORDER

(PETITIONER)

By A. Jankovskian  
Title: President

ATTEST:

[Signature]  
CITY RECORDER



ATTEST:

\*Orlene B. Mackosian  
Title: Secretary



FINANCE APPROVAL

Funds Not Needed 7-14-89 [Signature]

Funds Available \_\_\_\_\_

Contract # 03-C90021

ATTORNEY APPROVAL

APPROVED AS TO FORM  
7-17-89 [Signature]

BOOK 6145 PAGE 0290

CITY ACKNOWLEDGMENT

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

On the \_\_\_\_\_ day of JUL 18 1989, 1989, 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.



Notary Public  
LANITA G. BROWN  
City & County Building  
Salt Lake City, Utah 84111  
My Commission Expires  
April 30, 1991  
State of Utah

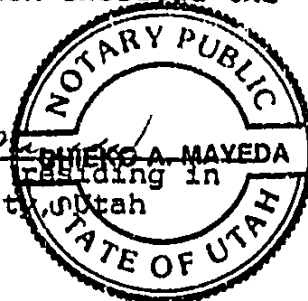
*Lanita G. Brown*  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

My Commission Expires:  
\_\_\_\_\_

CORPORATE ACKNOWLEDGMENT

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

On the 30th day of June, 1989, personally appeared before me A. Markosian and \_\_\_\_\_ who, being by me duly sworn, did say that they are the Owner and President of Mark Steel 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.



*Chieko A. Mayeda*  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah  
Chieko A. Mayeda

My Commission Expires:

10-28-90

BOOK 6145 PAGE 0291