

CITY RECORDER
City & County Bldg. Rm. 415
451 South State Street
Salt Lake City, Utah 84111

FOR LAYNE
RE: HARDWEE DU

C 90-597

RECORDED

STANDARD FORM AGREEMENT
FOR

WAIVER OF INSTALLATION OF PUBLIC WAY IMPROVEMENT 007 0 1 1990

SIP (TYPE)
554 N. 100 S. (ADDRESS)

CITY RECORDER

4978136

THIS AGREEMENT is made and executed by and between SALT LAKE CITY, a municipal corporation of the State of Utah, hereinafter called "City", and S.W. Sowell Co. 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 promises 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 544 West 100 South in Salt Lake City, Salt Lake County, State of Utah, described as follows:

See Attached

need legal description here, or as an attachment

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:

-POOR COPY-
CU. RECORDER

BK 6260 PG 2726

Unaired

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.

5. 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.

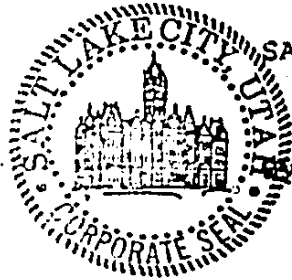
7. Release of Encumbrance:

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 OCT 01 1990, 19__.

POOR COPY -
CO. RECORDER



SALT LAKE CITY CORPORATION

RECORDED

OCT 01 1990

CITY RECORDER

ATTEST:

[Signature]
CITY RECORDER

[Signature]
Acting Mayor

FINANCE APPROVAL

Funds Not Needed [Signature]

Funds Available _____

Contract # 03-091185

ATTORNEY APPROVAL

APPROVED AS TO FORM

(PETITIONER)

[Signature] to 9-27-90 - Elmer [Signature]

By [Signature]
Title: General Partner

ATTEST:

[Signature]
Title: property manager

Applicant signs as petitioner.
It must be notarized.
Petitioner must be someone
with power of attorney.

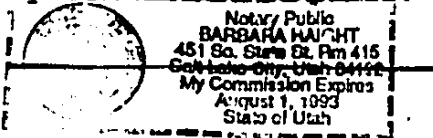
CITY ACKNOWLEDGMENT

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

On the _____ day of OCT 01 1990, 19____, personally appeared before me MICHAEL ZUHL 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.

Barbara Wright
NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:



POOR COPY -
CO. RECORDER

CORPORATE ACKNOWLEDGMENT

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

On the _____ day of _____, 19____, personally appeared before me _____ and _____ who, being by me duly sworn, did say that they are the _____ and _____ of _____, 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.

NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

*Use appropriate
acknowledgment depending
on if applicant is a
corporation, partnership*

PARTNERSHIP ACKNOWLEDGMENT

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

On the 17TH day of SEPTEMBER, 1990, personally appeared before me SAM W. SOUVALL, who, being by me duly sworn, did say that he is a partner of the firm of S.W. SOUVALL CO., a partnership existing under the laws of the State of Utah; and that said instrument was signed by him in behalf of said partnership and said PERSON acknowledged to me that said partnership executed the same.

POOR COPY -
CO. RECORDER

Marian Dwyer
NOTARY PUBLIC, residing in
Salt Lake County, Utah



My Commission Expires:

5.27.91

INDIVIDUAL ACKNOWLEDGMENT

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

On the _____ day of _____, 19____, personally appeared before me _____, the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

NO FEE

4978136
16 OCTOBER 90 01:19 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY RECORDER
REC BY: KARMA BLANCHARD, DEPUTY

EXHIBIT "A"

Beginning on the South line of Lot 2, Block 81, Plat "A", Salt Lake City Survey at a point North 89°55'55" East 116.50 feet from the Southwest corner of said Lot 2, and running thence North 89°55'55" East 350.00 feet; thence North 0°04'13" East 198.00 feet; thence South 89°55'55" West 7.05 feet; thence North 26°38'21" West 27.65 feet to a point in the arc of a curve that is concentric with and distant Southwesterly 15.00 feet measured radially from the center line of the Western Pacific Railroad Company's spur track; a tangent from said curve bears North 32°35'24" West; thence Northwesterly along the arc of said curve to the left, having a radius of 272.939 feet through a central angle of 32°56'22" an arc distance of 156.91 feet to the East line of Lot 3, of said Block 81; thence North 0°04'13" East 5.72 feet to the Northeast corner of said Lot 3; thence South 89°55'55" West 97.00 feet; thence South 0°04'13" West 165.00 feet to the South line of said Lot 3; thence South 89°55'55" West 68.00 feet; thence South 0°04'13" West 5.00 feet; thence South 89°55'55" West 48.50 feet; thence South 0°04'13" West 160.00 feet to the point of beginning.

TOGETHER WITH the following described Right of Way:

Beginning on the West line of Lot 2, Block 81, Plat "A", Salt Lake City Survey at a point South 0°04'13" West 5.00 feet from the Northwest corner of said Lot 2 and running thence South 0°04'13" West 15.00 feet; thence North 89°55'55" East 116.50 feet; thence North 0°04'13" East 15.00 feet; thence South 89°55'55" West 116.50 feet to the point of beginning.

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