

RECORDED

MAR 06 1992

CITY RECORDER

STANDARD FORM AGREEMENT
FOR
WAIVER OF INSTALLATION OF PUBLIC WAY IMPROVEMENT

CURB GUTTER & SIDEWALK (TYPE)
1528 S 300 W (ADDRESS)

5214071

THIS AGREEMENT is made and executed by and between SALT LAKE CITY, a municipal corporation of the State of Utah, hereinafter called "City", and Accent Classic Cars Inc. 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 Lot #37 & 38 S 1500 E 78 So. Jordan in Salt Lake City, Salt Lake County, State of Utah, described as follows:

PAR # 15-13-251-003

PAR # 15-13-251-004

LESS TRACT DEEDED TO CITY

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:

ORIGINAL DOCUMENT

PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
451 SO. STATE, RM. 415
SALT LAKE CITY, UTAH 84111

BK 6423 PG 1419

5-3-88

1/2/92

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.

ORIGINAL DOCUMENT

PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
451 SO. STATE, RM. 415
SALT LAKE CITY, UTAH 84111

SK 6423pc1420

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 MAR 06 1992, 19__.



SALT LAKE CITY CORPORATION

RECORDED

By Timothy P. Harpist MAR 06 1992
ACTING PUBLIC WORKS DIRECTOR

CITY RECORDER

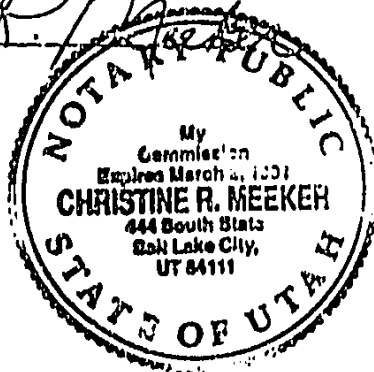
[Signature]
CITY RECORDER

(PETITIONER)

By [Signature]
Title: President

ATTEST:

[Signature]
Title:



FINANCE APPROVAL

Funds Not Needed _____
Funds Available _____
Contract # _____

ATTORNEY APPROVAL

APPROVED AS TO FORM
[Signature] 3-5-92

ORIGINAL DOCUMENT
PROPERTY OF SALT LAKE
CITY PUBLIC WORKS OFFICE
441 SOUTH STATE, RM. 415
SALT LAKE CITY, UTAH 84111

BK 6423 Pg 1421

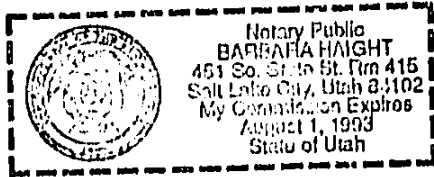
CITY ACKNOWLEDGMENT

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

On the _____ day of MAR 06 1992, 1991, personally appeared before me TIMOTHY P. HARPST and KATHRYN MARSHALL, who being by me duly sworn, did say that they are the ACTING PUBLIC WORKS DIRECTOR 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 Haight
NOTARY PUBLIC, residing
in Salt Lake County, Utah

My Commission Expires:
Aug 1, 1993



RECORDED IN DOCUMENT
INDEXED
SALT LAKE COUNTY CLERK
SALT LAKE CITY, UTAH

BK6423Pg1422

CITY ACKNOWLEDGMENT

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

On the _____ day of _____, 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.

NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

ORIGINAL DOCUMENT
PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
451 CO. STATE, RM 15
SALT LAKE CITY, UTAH 84111

CORPORATE ACKNOWLEDGMENT

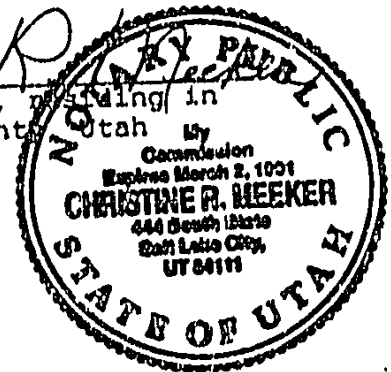
STATE OF UTAH)
) ss.
County of Salt Lake)

On the 29TH day of Aug, 1989 personally appeared before me Christine R. Meeker and Carolyn R. Walcott who, being by me duly sworn, did say that they are the President and V.P./Sec./Treasurer of ACCENT CLASSIC CARS, INC. 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.

Christine R. Meeker
NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

March 2, 1991



BK6423Pg1423

PARTNERSHIP ACKNOWLEDGMENT

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

On the _____ day of _____, 19____, personally appeared before me _____, who, being by me duly sworn, did say that he is a partner of the firm of _____, 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 _____ acknowledged to me that said partnership executed the same.

NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

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:

ORIGINAL DOCUMENT
PROPERTY OF THE CLERK
COUNTY OF SALT LAKE
100 W. 1215, R.M. 115
SALT LAKE CITY, UTAH 84111

BK6423Pg1424

TWO PERSONS ACKNOWLEDGMENT

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

On the _____ day of _____, 19__, personally
appeared before me _____ and _____
the signers of the foregoing instrument, who duly acknowledged
to me that they executed the same.

NOTARY PUBLIC, residing in
Salt Lake City, Utah

My Commission Expires:

NO FEE

5214071
12 MARCH 92 08:17 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY RECORDER
REC BY: VALERIE ASHBY , DEPUTY

BRB:rc

ORIGINAL DOCUMENT
CITY OF SALT LAKE
CITY RECORDER'S OFFICE
451 SO. STATE, RM. 415
SALT LAKE CITY, UTAH 84111

BK 6423FS 1425