

WAIVER OF PROTEST AGREEMENT

WHEREAS, This agreement made and entered into this 16 day of Sept, 2009 by and between PLEASANT GROVE CITY CORPORATION, a municipal corporation in the State of Utah, herein referred to as the "City" and John Hancock Charter School hereinafter referred to as the "Applicant",

WITNESS:

WHEREAS, the Applicant is the owner of certain real property located at 1st North + 1st East which property the Applicant desires to develop, but the City of Pleasant Grove does not provide for street improvements along 200N Between 100 East and Main Street and,

WHEREAS, said property is located such that installation of standard street improvements would not be contiguous with existing street improvements and,

WHEREAS, the Applicant is desirous of obtaining a building permit issued by the City under the exceptions set forth in Section 11-3-3 of the Pleasant Grove City Municipal Code and,

WHEREAS, pursuant to said section, the Applicant had agreed to execute a recordable agreement to install:

along the entire street frontage of said property located at said address and,

WHEREAS, said improvements are limited to the Applicant's 1/2 share of road, curb, gutter, sidewalk and other requirements as outlined in Title 11-3 of the Pleasant Grove City Municipal Code and,

WHEREAS, by agreement between the City and the Applicant, said improvements will be installed at a later date consistent with street development of adjacent property and,

WHEREAS, the City has agreed to waive its present requirement of immediate installation of said improvements by the Applicant as the condition(s) of granting a building permit.

NOW, THEREFORE, the parties hereto mutually agree, promise and covenant as follows:

1. The Applicant hereby agrees to install the above described street improvements at the location described above, when and if the City determines that the installation and location is appropriate.

2. The parties hereto agree that this document may be recorded for the following purposes:

A. That if the City decided to place this area into a Special Improvement District, then the Applicant, after receipt of written notice from the City, will have six months to install the required improvements.

B. If the Applicant neglects to make the improvements herein above designated, this agreement shall constitute a written consent of the Applicant to allow the City to include the property in the next Special Improvement District (SID) for installation of all the above described improvements.

An appropriate copy of this agreement may be utilized by the City in showing consent to the Special Improvement District (SID) and may not be withdrawn by the Applicant or any successor in interest of the Applicant.

3. Recordation of this agreement with the Utah County Recorder's Office shall be notice to the world and shall be a covenant running with the land, the legal description of which is as follows:

ENT 104596:2009 PG 1 of 4
RODNEY D. CAMPBELL
UTAH COUNTY RECORDER
2009 Sep 30 4:58 pm FEE 0.00 BY EO
RECORDED FOR PLEASANT GROVE CITY CORPORA

4. The improvements to be covered by this agreement are limited to those specifically enumerated above and may not be changed without the written consent of both parties.
5. Any notice to be given under the provisions of this agreement shall be given by placing a written notice in the United States mail, postage prepaid to the following addresses:

Pleasant Grove City
70 South 100 East
Pleasant Grove, UT 84062

6. Both parties agree that the whole and entire agreement between the parties is contained in this written agreement and that any oral agreements heretofore made are encompassed and included in this agreement and that this document represents the parties' agreement in its entirety and any oral statements made by any of the parties or their agents shall not be binding unless included herein.
7. Both parties agree that if for any reason any portion or provision of this agreement is held invalid the remaining portion and provisions shall continue in full force and effect.

WHEREFORE, both of the parties hereto, having read the forgoing understood and agreed to the same, have now set their hands on the day and the year first written above.

ATTEST:

Kathy T. Kresser
CITY RECORDER

PLEASANT GROVE CITY CORPORATION

By:

MAYOR MICHAEL W. DANIELS

Michael W. Daniels

STATE OF Utah)

:SS.

COUNTY OF Utah)

On this 29 day of Sept, 2009, before me, a Notary Public in and for the State of Utah, personally appeared Michael W. Daniels, duly elected and acting Mayor of Pleasant Grove City, who, being duly sworn, did say the forgoing instrument was signed on behalf of said City.



Kathy T. Kresser
NOTARY PUBLIC

My Commission Expires: 6-4-2013 Residing in Utah county,

ATTEST:

[Signature]

John Hancock Charter School Board member

STATE OF UTAH)

:SS.

COUNTY OF UTAH)

On this 16 day of September, 2009, personally appeared before me Mary Burgin, who being by me duly sworn did say that he she is the Bd. member of the John Hancock Charter School hereby agrees to said document and acknowledges the same.



NOTARY PUBLIC

My Commission Expires: 8-13-2012 Residing in Utah County,

Legal Description for John Hancock Charter School

Commencing at the Southeast corner of Lot 1 and Block 49, plat "A", Pleasant Grove City Survey of Building Lots; thence North 360 feet to the Northeast corner of said Lot 1; thence West 165 feet along said lot line; thence South 360 feet to the South line of said Lot 1; thence East 165 feet to the place of beginning.