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Please return to:  
Salt Lake City Corporation  
Attn.: Gordon Haight  
349 South 200 East, Suite 450  
Salt Lake City, Utah 84111

8035024  
10/19/2001 08:51 AM NO FEE  
Book - 8513 Pg - 4803-4810  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY RECORDER  
BY: KLB, DEPUTY - WI 8 P.

8035024

### STREET LIGHTING COST SHARING AGREEMENT

THIS STREET LIGHTING COST SHARING AGREEMENT (this "Agreement"), made and entered into as of April 30, 2001, by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah (the "City"), and Sandra Waltman, a resident of the City, whose mailing address is 2830 E. Crestview Dr, Salt Lake City, Utah (the "Owner"),  
84108

WHEREAS, the Owner is the owner of certain real property located at 2830 East Crestview Drive, Salt Lake City, Utah, as more particularly described on Exhibit A attached hereto (the "Owner's Property"); and

WHEREAS, the Owner is desirous of erecting on the Owner's Property a decorative, privately-owned street light, as part of a neighborhood decorative street lighting plan; and

WHEREAS, the City is willing to participate in the costs of such street light,

NOW, THEREFORE, for and in consideration of the mutual benefits and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Owner shall, construct and install, or cause to be constructed and installed, on Owner's Property at the location indicated on Exhibit B attached hereto and hereby made a part hereof, a decorative street light, and all facilities and appurtenances functionally related thereto, subject to the terms and conditions set forth herein. Such decorative street light and related facilities are referred to collectively herein as the "Street Light Facilities." The Street Lighting Facilities shall be constructed and installed in accordance with the requirements set forth on Exhibit B, and shall otherwise comply with all applicable State and federal laws and regulations, and City ordinances.

2. The City agrees to pay a portion of the costs and expenses of acquiring, constructing and installing the Street Lighting Facilities, as provided in Exhibit C attached hereto. Except to the extent described in Exhibit C, the City shall not be

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responsible to the Owner or any other person for any portion of the costs of the Street Lighting Facilities, or the installation thereof. The City shall not be responsible for any claims, mechanics liens, demands, damages, actions, costs or charges for personal injury and property damage, or any other liabilities, including without limitation attorney's fees, arising out of or occasioned by reason of the Street Lighting Facilities. The Owner shall maintain adequate liability insurance with respect to the Street Lighting Facilities.

3. The Street Lighting Facilities shall be connected to the metered electrical utility service provided at the Owner's Property, and payment of all electric utility charges required to operate the Street Lighting Facilities shall be the sole responsibility of the Owner.

4. The Owner agrees, at its expense, to maintain the Street Lighting Facilities in a clean, attractive, functional and safe condition. The Owner shall be responsible for any damage to the Street Lighting Facilities, whether caused by the Owner or any third party, and shall cause any damage to the Street Lighting Facilities to be repaired or replaced as soon as possible, and in any event not later than 30 days following receipt of notice from the City. The City shall not be responsible to the Owner or any third party for any costs associated with the operation, maintenance, repair or replacement of the Street Lighting Facilities.

5. The Owner may remove the Street Lighting Facilities at any time upon 30 days' prior notice to the City's Transportation Engineer; provided, however, that in the event the City has paid any portion of the costs of acquiring, installing or constructing the Street Lighting Facilities, such Street Lighting Facilities may not be taken out of service without the prior written consent of the City Transportation Engineer.

6. This Agreement is for the benefit of the Owner, and is deemed appurtenant to the Owner's Property, and the benefits and burdens hereof shall run with the land. The covenants and undertakings of the Owner contained herein shall be deemed the covenants and undertakings of each and every subsequent purchaser of the Owner's Property. For all purposes of this Permit, "Owner" shall include the initial Owner and each subsequent purchaser of the Owner's Property. Except as provided above in this paragraph 6, this Agreement is not assignable by the Owner without the express written consent of the City.

7. Any ambiguity in this Agreement shall be construed in favor of the City.

8. This Agreement embodies the entire agreement between the parties and it cannot be changed except through a written instrument which is signed by both parties.

9. Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. The Owner represents that it has not (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission,

percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

SALT LAKE CITY CORPORATION

By *Jordan M. Haight*  
Authorized Officer

ATTEST AND COUNTERSIGN:

*Beverly Jones*  
CHIEF DEPUTY CITY RECORDER

*Sandra Waltman*  
Sandra Waltman

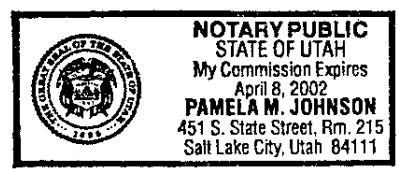


STATE OF UTAH )  
 : ss.  
County of Salt Lake )

On the 2nd day of October, 2001 personally appeared before  
Gordon Haight, who being by me duly sworn, did say that he is the  
~~Authorized Officer~~ of SALT LAKE CITY CORPORATION, and said person  
acknowledged to me that said corporation executed the same.

Pamela M. Johnson  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

My Commission Expires:  
April 8, 2002

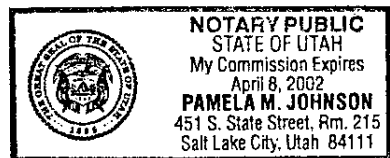


STATE OF UTAH )  
 : ss.  
County of Salt Lake )

On the 2nd day of October, 2001 personally appeared before  
Beverly Jones, who being by me duly sworn, did say that he/she is the  
~~CHIEF DEPUTY CITY RECORDER~~ of SALT LAKE CITY CORPORATION, and said  
person acknowledged to me that said corporation executed the same.

Pamela M. Johnson  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

My Commission Expires:  
April 8, 2002



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**EXHIBIT A**

**Property Owner:** Waltman, Sandra

**Address:** 2830 East Crestview Drive

**Sidwell or Tax Identification Number:** 16-11-330-001

**Legal description of Permittee's Property:** LOT 1, OAK HILLS PLAT S.

# EXHIBIT B

## **SALT LAKE CITY CORPORATION** **DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT**

**Building Services and Licensing**

451 SOUTH STATE STREET, ROOM 406

SALT LAKE CITY, UTAH 84111

(801) 535-6436

### **NEIGHBORHOOD STREET LIGHTING PROGRAM** **GENERAL BUILDING CODE REQUIREMENTS**

1. **CONTRACTORS MUST BE LICENSED THROUGH THE STATE OF UTAH, DIVISION OF PROFESSIONAL LICENSING WITH A LICENSE CLASSIFICATION OF S201 (RESIDENTIAL ELECTRICAL CONTRACTOR) MINIMUM.**
2. **HOME OWNERS MAY INSTALL STREET LIGHTS WHEN INSTALLATION IS ASSOCIATED WITH THE CITY'S NEIGHBORHOOD MATCHING GRANT PROGRAM. THE HOME OWNER SHALL ASSUME THE RESPONSIBILITY TO ENSURE THAT INSTALLATION OF STREET LIGHTS MEETS THE MINIMUM REQUIREMENTS AS OUTLINED IN THE NATIONAL ELECTRICAL CODE (NEC), 1996 EDITION.**
3. **BUILDING AND ELECTRICAL PERMITS WILL NOT BE REQUIRED TO INSTALL STREET LIGHTING WHEN INSTALLATION IS ASSOCIATED WITH THE CITY'S NEIGHBORHOOD MATCHING GRANT PROGRAM. HOWEVER, RANDOM INSPECTIONS BY THE CITY'S BUILDING DEPARTMENT WILL BE MADE TO ENSURE INSTALLATION AND CODE COMPLIANCE .**
4. **ON THE REVERSE SIDE OF THIS PAGE IS A DRAWING SHOWING THE MINIMUM INSTALLATION REQUIREMENTS. UNDER NO CIRCUMSTANCES SHALL ELECTRICAL SERVICE FOR STREET LIGHTS ORIGINATE FROM A CONDITIONER DISCONNECTS OR OTHER SIMILAR EQUIPMENT.**
5. **IF YOU HAVE BUILDING OR ELECTRICAL CODE QUESTIONS DURING THE INSTALLATION OF YOUR STREET LIGHTS PLEASE CALL THE BUILDING DEPARTMENT AT 535-6436, MONDAY THROUGH FRIDAY 7:00 AM - 8:30 AM. OUR INSPECTORS WILL ASSIST YOU WITH CODE AND INSTALLATION QUESTIONS.**
6. **GOOD LUCK WITH YOUR PROJECT!**

**RECEIVED**

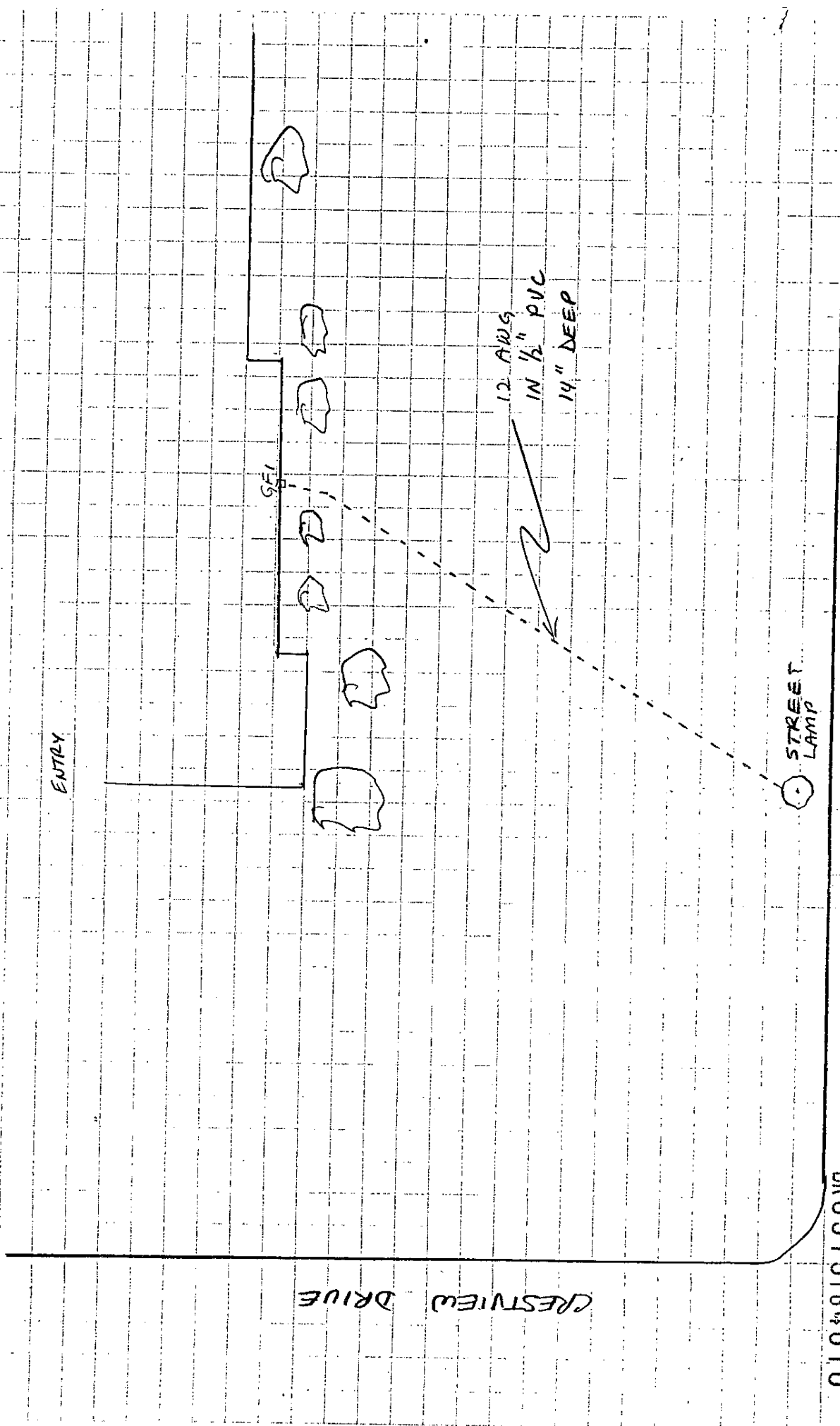
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**TRANSPORTATION  
DIVISION**

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2830 CRESTVIEW DRIVE

CENTRAL ELECTRIC



CRESTVIEW DRIVE

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ALTON WAY

STREET LAMP