

6232977
12/11/95 3:39 PM**NO FEE**
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY - RECORDER
REC BY:D KILPACK ,DEPUTY - WI

STATE OF UTAH,

City and County of Salt Lake,

I Christine Mecker, Chief Deputy City Recorder of Salt Lake City, Utah, do hereby certify that the attached documents are a full, and true and correct copy of Waiver of Installation of Public Way Improvements for

1. Atlas Steel, Inc.
2. Alfred F. Becker
3. Dee Harwood
4. David W. Brundle (3documents)
5. David D. Hunt
6. Michael L. & Leilani Wess (2 documents)
7. R. C. Montrone
8. Harold C. Bpwers, II

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City, this 11th day of December, 1995.



Christine Mecker
Chief Deputy City Recorder, Salt Lake City, Utah
Christine Mecker

6232977

BK7288PG0128

STANDARD FORM AGREEMENT
FOR
WAIVER OF INSTALLATION OF PUBLIC WAY IMPROVEMENT

Curb, Gutter, Sidewalk (TYPE)
30 South Orange Street (ADDRESS)

RECORDED

MAR 21 1995

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 R. C. Montrone 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 30 South Orange Street in Salt Lake City, Salt Lake County, State of Utah, described as follows:

PROPERTY DESCRIPTION

- DESC 1 BEG S 33 FT & E 78.78 FT & E 280.22 FT & N 33.27 FT & N
- DESC 2 89°57'27" E ALG SEC LINE 431.86 FT FR NW COR SEC 3, T 1S,
- DESC 3 R 1W, SLM, N 89°57'27" E 496 FT; S 0°03'08" E 233.6 FT;
- DESC 4 S 89°57'27" W 496 FT; N 0°03'08" W 233.6 FT TO BEG.
- DESC 5 2.66 AC M OR L.
- DESC 6 6795-2929

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:

VAULT COPY

BR 7288 P60129

pg 129

WORK COPY
PRINTED

00950965

July

405004

Advised

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.

950966
BK 7288PG0130

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 _____, 19____.

RECORDED

MAR 21 1995

CITY RECORDER CORPORATION

By [Signature]

ATTEST:

Christine Meeker
CITY RECORDER

CHIEF DEPUTY



(PETITIONER)

By Rph C Montone
Title: owner

ATTEST:

Stacy Criddle
Title: _____

COPY -
CO. RECORDER

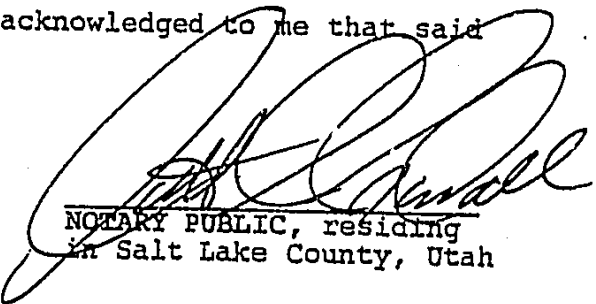
950966

BK 7288 PG 0131

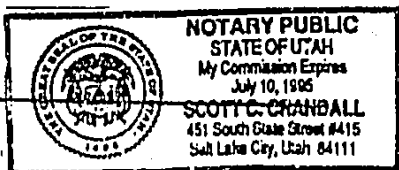
-COPY-
CO. RECORDER

STATE OF UTAH)
 :
County of Salt Lake)

On the ___ day of MAR 21 1995, 1995, personally appeared before me
MAX G. PETERSON and Christina Mesker, who being by me duly sworn,
did say they are the CITY ENGINEER and CHIEF DEPUTY 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:



957966

BK 7288PG0132

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:

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:

951966

BK7288P60133

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:

CO. RECORDER
-COPY-

INDIVIDUAL ACKNOWLEDGMENT

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

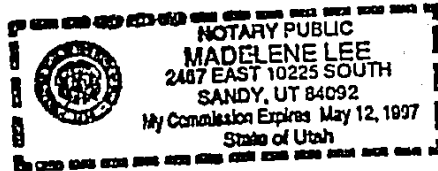
On the 12th day of September, 1994, personally appeared before me Ralph T. Montrose, the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

Madeleine Lee

NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

May 12, 1997



~~954966~~

BK7288PG0134

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:

BRB:rc

~~9511966~~

BK7288PG0135