

Recorder
C 98-151
RECORDED

MAR 31 1998

STANDARD FORM AGREEMENT
FOR
CITY RECORDER
WAIVER OF INSTALLATION OF PUBLIC WAY IMPROVEMENT

THIS AGREEMENT is made and executed by and between SALT LAKE CITY, a municipal corporation of the State of Utah, hereinafter called "City", and Warren Lortie hereinafter called "Petitioner".

WITNESSETH

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 1770 & 1822 So. Industrial Rd. in Salt Lake City, Salt Lake County, State of Utah, and is adjacent to an area dedicated to public right-of-way described as follows:

Parcel 1. Beginning on the West line of Industrial Road at a point 487.80 feet South 00°03'08" East and 25.00 feet South 89°56'52" West from the Salt Lake City Survey Monument at the intersection of Industrial Road and 1700 South Street (said monument being North 2,658.35 feet and West 1,601.18 feet from the South Quarter Corner of Section 15, Township 1 South, Range 1 West, Salt Lake Base & Meridian) and running thence South 00°03'08" East along the West line of Industrial Road 368.27 feet; thence South 89°56'52" West 406.27 feet; thence North 00°03'08" West 368.27 feet; thence North 89°56'52" East 406.27 feet to the point of beginning. Contains 3.435 Acres.

Parcel 2. Beginning on the West line of Industrial Road at a point 856.07 feet South 00°03'08" East and 25.00 feet South 89°56'52" West from the Salt Lake City Survey Monument at the intersection of Industrial Road and 1700 South Street (said monument being North 2,658.35 feet and West 1,601.18 feet from the South Quarter Corner of Section 15, Township 1 South, Range 1 West, Salt Lake Base & Meridian) and running thence South 00°03'08" East along the West line of Industrial Road 131.73 feet; thence South 89°56'52" West 406.27 feet; thence North 00°03'08" West 131.73 feet; thence North 89°56'52" East 406.27 feet to the point of beginning. Contains 1.228 Acres.

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2. Public Way Improvements Defined:

The public way improvements to be made by Petitioner include curb, 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:

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. Petitioner shall complete the installation of the above public improvements within one year after the City directs Petitioner to complete such installation. If Petitioner fails to complete such installation within that time period, the City may, at its option, complete the installation of such improvements, and may take all necessary action (including obtaining a judgment against Petitioner and causing sale of the property) to collect the cost of such installation from Petitioner. Upon the filing with Petitioner of an affidavit by the City Engineer referring to this agreement and setting forth the actual costs of the improvements Petitioner, its heirs, executors, administrators, assigns, etc., shall pay all costs of collection, including attorney's fees and costs of sale of the property.

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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 the 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.

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 **RECORDED** 19_____

MAR 31 1998

SALT LAKE CITY CORPORATION
CITY RECORDER



By

[Signature]
CITY ENGINEER

ATTEST:

[Signature: Christine Necker]
CHIEF DEPUTY RECORDER

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 3-31-98
By *[Signature]*

(PETITIONER)

By

[Signature]
WARREN H. LORTIE *[Title]* PRESIDENT

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

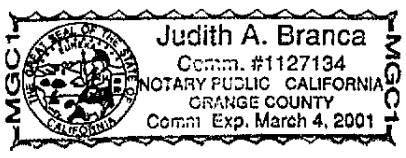
State of California

County of Orange

On March 18, 1998 before me, JUDITH A. BRANCA Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Warren H. Lottier
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Judith A. Branca
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
President
TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Standard Form Agreement
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

DK 7 94 3 PG 1 330

APR 14 1998
SALT LAKE COUNTY
RECORDERS OFFICE

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04/14/98 08:48 AM**NO FEE**
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY - RECORDER
REC BY:R FRESQUES ,DEPUTY - WI

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