

please return to:

CITY RECORDER
City & County Bldg. Rm. 415
451 South State Street
Salt Lake City, Utah 84111

1089-531

APPROVED

SEP 12 1989

CITY RECORDER

STANDARD FORM AGREEMENT
FOR

WAIVER OF INSTALLATION OF PUBLIC WAY IMPROVEMENT

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

4832364

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 STEWART ST 328 So. Lindw. 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

4832364
06 OCTOBER 89 01:32 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY RECORDER
REC BY: EVELYN FROGGET, DEPUTY

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:

2006165 REC 2437

5-W #78

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.

2006165 REC 2438

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 SEP 12 1989, 19__.



SALT LAKE CITY CORPORATION APPROVED

Wendell B. Zell
Acting Mayor

SEP 12 1989

CITY RECORDER

ATTEST:

Jynona Amundson
CHIEF DEPUTY CITY RECORDER

FINANCE APPROVAL

Approved: *Sh. Amundson 9-7-89*

Finance Available

Contract # 03-C 90140

AFFORNEY APPROVAL

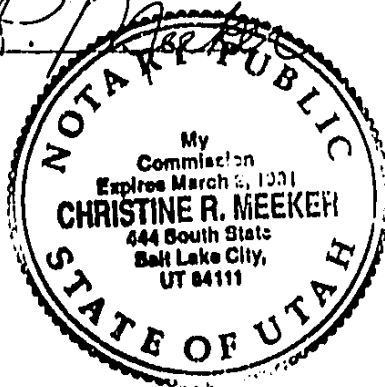
APPROVED AS TO FORM

(PETITIONER) 9-8-89 *Re. encumbrance*

By *Joseph L. ...*
Title: President

ATTEST:

Christine R. Meeke
Title:



FORM 6165 REV 2439

CITY ACKNOWLEDGMENT

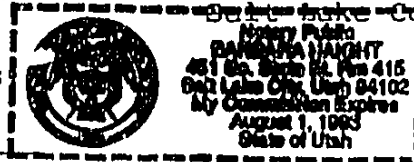
STATE OF UTAH)
) ss.
County of Salt Lake)

On the _____ day of SEP 12 1989, 19__, personally appeared before me MICHAEL ZUHL ACTING and LYNDA DOMINO 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.

CHIEF DEPUTY

Barbara Haight
NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires
8-1-93



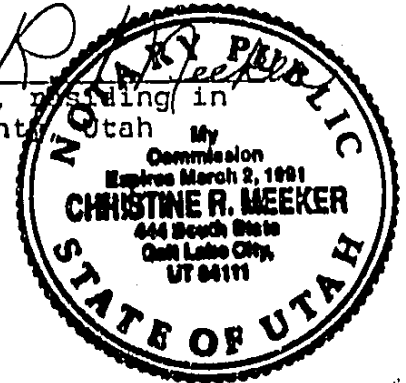
CORPORATE ACKNOWLEDGMENT

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

On the 29TH day of Aug, 1989 personally appeared before me Joseph J. Talbot and Carolyn R. Talbot 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



FORM 6165 REV 2440

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:

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