

RECORDED
MAR 10 1992
CITY RECORDER

STANDARD FORM AGREEMENT
FOR
WAIVER OF INSTALLATION OF PUBLIC WAY IMPROVEMENT

Street Improvements (TYPE)
470 W 600 So (ADDRESS)

5214070

THIS AGREEMENT is made and executed by and between SALT LAKE CITY, a municipal corporation of the State of Utah, hereinafter called "City", and WHOLESALE STATIONERS 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 470 W 600 So in Salt Lake City, Salt Lake County, State of Utah, described as follows: Successor's Parcel # 15-1-377-004

330' x 165' LOT AT No EAST

CORNER of 600 So 500 West INTERSECTION

ALL of LOT 2 BLOCK 29 PLAT A SALT LAKE CITY

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:

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CITY RECORDER

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Updared
11-10-97

SALT LAKE COUNTY

_____ *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.

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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 MAR 10 1992, 19__.

SALT LAKE CITY CORPORATION

BY Walter P. Hayst
ACTING PUBLIC WORKS DIRECTOR

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MAR 10 1992
CITY RECORDER

ATTEST:

[Signature]



(PETITIONER)

BYX [Signature]
Title: Pres.

ATTEST:

Title:

FINANCE APPROVAL

CONF. AVAILABLE
CONF. # 03-097708
ATTORNEY APPROVED
APPROVED AS TO FORM
3-9-92 [Signature]

CITY ACKNOWLEDGMENT

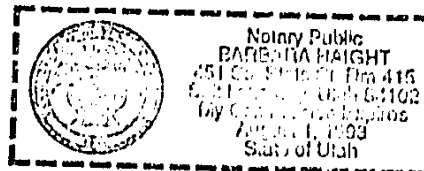
STATE OF UTAH)
) ss.
County of Salt Lake)

On the _____ day of MAR 10 1992, 1991, personally appeared before me TIMOTHY P. HARPST and KATHRYN MARSHALL, who being by me duly sworn, did say that they are the ACTING PUBLIC WORKS DIRECTOR 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.

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

My Commission Expires:

Aug 1, 1993



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:

CORE RATE ACKNOWLEDGMENT

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

On the 14th day of December, 1988, personally appeared before me Refell L. Erickson and _____ who, being by me duly sworn, did say that they are the President and Owner of Wholesale Stationer Corporation, 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.

Linda Erickson
NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

February 11, 1992



NO FEE

5214070
12 MARCH 92 08:16 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY RECORDER
REC BY: VALERIE ASHBY , DEPUTY

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