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 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 SL CITY RECORDER
 BY: KLD, DEPUTY - WI 5 P.

STANDARD FORM AGREEMENT
 FOR
 WAIVER OF INSTALLATION OF PUBLIC WAY IMPROVEMENTS

THIS AGREEMENT is made and executed by and between SALT LAKE CITY, a Utah municipal corporation ("City"), and Chickee, LLC. ("Petitioner").

RECITALS

1. City 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.
2. Petitioner desires to commence new construction on property in Salt Lake City Corporation city limits.
3. City has determined that the installation of certain public way improvements is not desirable at this time.

In consideration of the mutual premises contained herein, the parties agree as follows:

1. Description of Petitioner's Real Property:

BEGINNING SOUTH 1567.026 FEET AND WEST 1193.812 FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 00°04'30" EAST 285.148 FEET; THENCE SOUTH 45°00'21" EAST 35.32 FEET; THENCE SOUTH 89°57'34" EAST 250.00 FEET; THENCE SOUTH 86°08'43" EAST 150.333 FEET; THENCE SOUTH 89°57'34" EAST 146.982 FEET; THENCE NORTH 00°04'30" WEST 319.88 FEET; THENCE NORTH 89°55'29" WEST 571.903 FEET TO THE POINT OF BEGINNING.

PROPERTY CONTAINS: 179,229 SQ. FT. OR 4.11 ACRES

PROPERTY DESCRIPTION

The land referred to in this Policy is described as follows:

A parcel of land located in the Northeast Quarter of Section 8, Township 1 South, Range 1 West, Salt Lake Base and Meridian. Also being located within the bounds of Salt Lake City Utah and Being More particularly described as follows:

BEGINNING at a point on the Easterly right of way line of Gladiola Street as established by Gladiola Street Official Segment Map No. 5 dated July 25, 1989 and recorded February 1993 with the office of the Salt Lake County Recorder, said point being located North 00°04'30" West along the monument line of Gladiola Street (basis of bearing) 381.87 feet and South 89°57'34" East 42.00 feet from the Salt Lake City Surveyors Monument at the intersection of 900 South Street and Gladiola Street and running thence North 00°04'30" West along said Easterly right of way line 132.00 feet; thence South 89°57'34" East 571.87 feet; thence South 00°04'30" East 132.00 feet; thence North 89°57'34" West 571.87 feet to the point of beginning.

Parcel Identification No. 15-08-230-006. * 15-08-230-018

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, and other improvements required by City (water, sewer & drainage piping are not addressed by this agreement) on the following streets:

The corner streets of 900 South
and Gladiola St. (3400W)

3. Public Way Improvements Required:

City agrees to waive the immediate installation of some or all of the above improvements. The improvements that must be installed before occupancy of the new structure are:

None other than driveway on to
Gladiola St.

Any waiver with respect to water, sewer or drainage improvements must be approved by City's Public Utilities Department in a separate document.

4. Install Improvements:

(A) If the parties contemplate that a special improvement district or other similar device will be used to install the public improvements, Petitioner agrees to vote in favor of the formation of such special improvement district or other similar device at such time as City directs. Petitioner also agrees to cooperate with City in causing the installation of the public improvements to be completed through the special improvement district or other similar device within the time period contemplated by City.

(B) If the parties contemplate that a special improvement district or other similar device will not be formed to install the public improvements, Petitioner shall install the public improvements at such time as City directs, at Petitioner's own expense. Alternatively, Petitioner may join with other property owners and City in installing the public improvements in the manner proposed by City. Petitioner shall complete the installation of the public improvements within one year after City directs Petitioner to complete such installation. If Petitioner fails to complete such installation within that time period, City may, at its option, complete the installation of the improvements and may take all necessary action

(including obtaining a judgment against Petitioner and causing sale of Petitioner's 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 of City's costs of collection, including attorney's fees and costs of sale of Petitioner's property.

5. Dedication of Right-of-Way

City and Petitioner agree that if at the time of the execution of this document, Petitioner deeds certain lands to 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 Petitioner and upon the successors and assigns of 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, City shall file a release of encumbrance with the Salt Lake County Recorder.

8. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES**

The Petitioner 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.

9. EXECUTION

A. City's Subscription and Attestation

IN WITNESS WHEREOF, City has executed this agreement this 5th day of April, 2007.

RECORDED

APR 10 2007

CITY RECORDER



ATTEST:

Christina Meek
CHIEF DEPUTY RECORDER

SALT LAKE CITY CORPORATION

By [Signature]
CITY ENGINEER

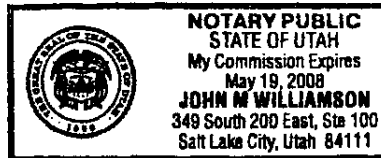
STATE OF UTAH)
 : ss.
County of Salt Lake)

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 4-10-07
By [Signature]

The foregoing instrument was acknowledged before me this 5th April, 2007 by
MAX G. PETERSON, the **CITY ENGINEER** of Salt Lake City Corporation, a Utah
municipal corporation.

Salt Lake County
NOTARY PUBLIC, residing in:
[Signature]

My Commission Expires:
May 19, 2008

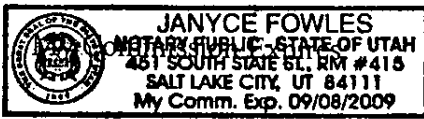


STATE OF UTAH)
 :ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 10th, April 2007 by the
Deputy City Recorder of Salt Lake City Corporation, a Utah municipal corporation.

Janyce Fowles
NOTARY PUBLIC, residing in:

Salt Lake County



B. Petitioner's Subscription and Acknowledgement

1. Type of organization: LLC
(Corporation, partnership, limited liability company, individual, etc.)
2. Petitioner's signature: Shaunna Hood
3. Please print name here: Shaunna Hood
4. Title: owner, manager, member
5. Business Entity Acknowledgement JA 3/21/07

STATE OF UTAH)
 :ss
COUNTY OF)

The foregoing instrument was acknowledged before me this Jan 26, 2007
(Date)
by SHAUNNA HOOD and _____, the OWNER
(Name) (Name) (Title)
and _____ respectively, of CHICKEE LLC,
(Title) (Business Name)
a UTAH, LLC.
(State where organized) (Kind of entity)

Terry A Stroud
NOTARY PUBLIC, residing in:
SANDY

My Commission Expires:
10/23/08

