

6239683

STANDARD FORM AGREEMENT
FOR
WAIVER OF INSTALLATION OF PUBLIC WAY IMPROVEMENT

RECORDED

DEC 14 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 BRIAN
H. GETZELMAN, 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 900 South 2900 West in Salt Lake City, Salt Lake County,
State of Utah, and is adjacent to an area dedicated to public right-of-
way and described as follows:

Beginning at a point which is South 280.316 feet and West
50.418 feet and S 0°04'30"E 396.306 feet from the Northeast
corner of Section 8, Township 1 South, Range 1 West, Salt
Lake Base and meridian, said point also being N 0°04'30"W
along the Gladiola Street monument line 1649.036 feet and N

BK7293PG2944

89°55'30"E 5.20 feet and S 89°58'28"E 1181.738 feet and S 0°04'30"E 396.306 feet from the Salt Lake City monument in the intersection of Gladiola Street and 900 South Street; thence S 0°04'30"E 429.641 feet; thence S 89°56'33"E 0.347 feet; thence S 0°04'30"E 781.408 feet to the North right of way line of 900 South Street; thence N 89°57'34"W along said North right of way line a distance of 158.40 feet; thence N 0°04'30"W 781.507 feet; thence N 89°55'39"W 416.147 feet; thence N 0°04'30"W 429.32 feet; thence S 89°57'33"E 574.199 feet to the point of beginning. Contains 8.503 acres.

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, and State law.

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 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 have set their hands and
seals the _____ day of DEC 14 1995, 1995.

RECORDED
CITY RECORDER
SALT LAKE CITY CORPORATION

By [Signature]
CITY ENGINEER

ATTEST:

[Signature]
DEPUTY RECORDER



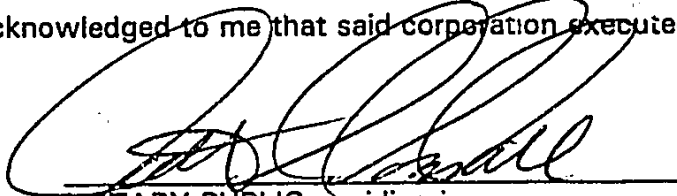
[Signature]
BRIAN H. GETZELMAN

03-096050
No further review
[Signature]

[Handwritten notes and signatures]

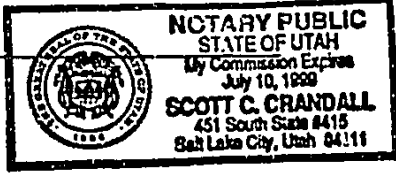
STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On the ____ day of DEC 14 1995, 1995, personally appeared before me MAX G. PETERSON and Beverly Jones, who being by me duly sworn, did say that he is the CITY ENGINEER and ~~CITY~~ 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:



PARTNERSHIP ACKNOWLEDGEMENT

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On the _____ day of _____, 1995, personally appeared
before me _____, who, being by me duly sworn,
did say that s/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 partnership executed the
same.

NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

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INDIVIDUAL ACKNOWLEDGEMENT

STATE OF UTAH

COUNTY OF SALT LAKE

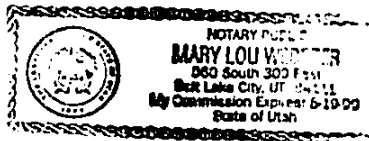
On the 22nd day of November, 1995, personally
appeared before me Brian H. Holzner, the signer of the
foregoing instrument, who duly acknowledged to me that s/he executed the same.



NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

8-19-99



TWO PERSONS ACKNOWLEDGEMENT

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On the _____ day of _____, 1995, 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 County, Utah

My Commission Expires:

6239683
12/19/95 3:35 PM**NO FEE**
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY - RECORDER
REC BY: E FROGGET , DEPUTY