

STATE OF UTAH, }
City and County of Salt Lake, } ss.

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01/05/99 3:31 PM ***NO FEE***
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY - RECORDER
REC BY:Z JOHANSON ,DEPUTY - WI

I, Beverly Jones Deputy . . . , City Recorder of Salt Lake City, Utah, do hereby certify that the attached document is a full, true and correct copy of Standard Form Agreement for waiver of installation of public way improvements with Robinson Fans-West for property located at 900 South 2900 West in the Planeyview Subdivision

passed by City Council/Executive Action of Salt Lake City, Utah,.. May. 30.. 1996. 19....
as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City,
this 4th day of January 19. 99.



Published xxxxxxxxxxxxxxxxx 19...

Beverly Jones
Deputy

.....
City Recorder

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C 96-291
RECORDED

MAY 30 1996

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 Robinson Fans - West, Inc., a Utah Corporation, 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 located approximately 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 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 89°55'30"E 5.20 feet and S 89°58'28"E 1181.738 feet from the Salt Lake City monument

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in the intersection of Gladiola Street and 900 South Street; thence S 0°04'30"E 396.306 feet; thence N 89°57'33"W 1144.938 feet to the East right of way line of Gladiola Street; thence N 0°04'30"W along said East right of way line a distance of 396.001 feet; thence S 89°58'28"E 1144.937 feet to the point of beginning. Contains 10.413 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, which have not already been installed or constructed; provided, however, Petitioner's allocation of said Public Way Improvement shall be limited to the area of road frontage bordering Petitioner's real property described above and further limited to the area from Petitioner's road frontage boundary line to the center line of such roadway improvements.

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 Petitioner's proportional share of the 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

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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 11 day of April, 1995.

MAY 30 1996 SALT LAKE CITY CORPORATION

RECORDED

By Hal B. Gleason
MAY 30 1996 CITY ENGINEER

ATTEST:

Christine Meeker
CHIEF DEPUTY RECORDER

CITY RECORDER

Robinson Fans-West, Inc.



Title President

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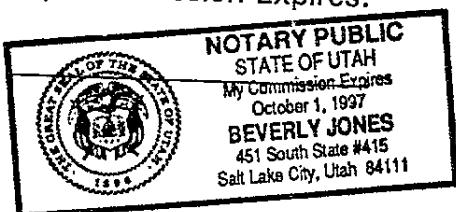
STATE OF UTAH)
COUNTY OF SALT LAKE)

On MAY 30 1996, 1996, personally appeared before me

MAX G. PETERSON and Christine Meeker, who being by me duly sworn, did say that he is the CITY ENGINEER and CHIEF 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.

Beverly Jones
NOTARY PUBLIC residing in
Salt Lake County, Utah

My Commission Expires:



CORPORATION ACKNOWLEDGEMENT

STATE OF UTAH)
:)
COUNTY OF SALT LAKE)

On April 11, 1996, personally appeared before me
Case E. Ottavie, who, being by me duly sworn, did say
that s/he is the President for Robinson Fans-West Inc.,
a Utah Corporation authorized to and doing business in the State of Utah; and that
said instrument was signed by him/her in behalf of said corporation and said
corporation executed the same.

Mary Lou Webster
NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

8-19-99

