

## RECORDED

## STANDARD FORM AGREEMENT

MAR 30 2005

FOR

## WAIVER OF INSTALLATION OF PUBLIC WAY IMPROVEMENT

## 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 Robinson Fans West., 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:

## PLANEVIEW - LOT1:

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 North 0°04'30" West along the Gladiola Street Monument line 1649.036 feet and North 89°55'30" East 5.20 feet and South 89°58'28" East 1181.738 feet from the Salt Lake City Monument in the intersection of Gladiola Street and 900 South Street; thence South 0°04'30" East 396.306 feet; thence North 89°57'33" West 1144.938 feet to the East right of way line Gladiola Street; thence North 0°04'30" West along said East right of way line a distance of 396.001 feet; thence South 89°58'28" East 1144.937 feet to the point of BEGINNING.

Sidewall Number: 15-08-230-021-000.

9340578  
04/05/2005 08:36 AM \$0.00  
Book - 9114 Pg - 3462-3467  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY RECORDER  
BY: ZJM, DEPUTY - WI 6 P.

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 ordinances, regulation, State law or otherwise (water, sewer & drainage are not addressed by this agreement.)

N/A

3. Public Way Improvements Waived:

City agrees to waive the immediate installation of all of the above improvements except the following (if any):

N/A

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

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. Petitioner shall complete the installation of the above public improvements within one year after the City directs Petitioner to complete such installation. If Petitioner fails to complete such installation within that time period, the City may, at its option, complete the installation of such improvements, and may take all necessary action (including obtaining a judgment against Petitioner and causing sale of the 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 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.

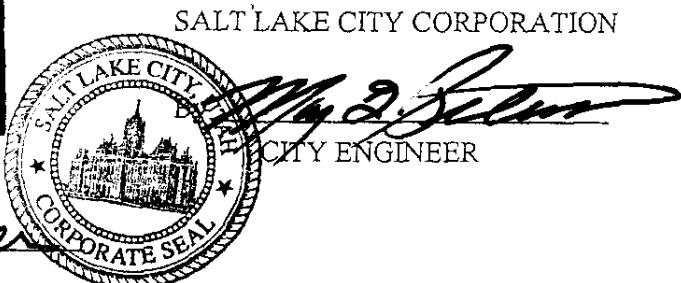
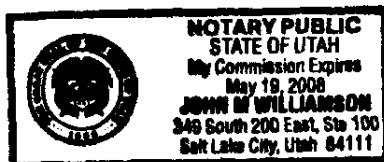
8. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES**

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, the City has executed this agreement this 24<sup>th</sup> day of March, 2005.



ATTEST:  
Christine M. Neeter  
CHIEF DEPUTY RECORDER

RECORDED

STATE OF UTAH

)  
:ss. MAR 30 2005

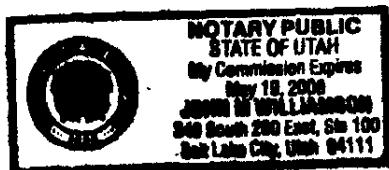
APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 3-29-05  
By Boyd Fugner

County of Salt Lake

CITY RECORDER

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of March by

MAX G. PETERSON, the CITY ENGINEER of Salt Lake City Corporation, a Utah  
municipal corporation.



John M. Williamson  
NOTARY PUBLIC, residing in:

Salt Lake County

My Commission Expires:

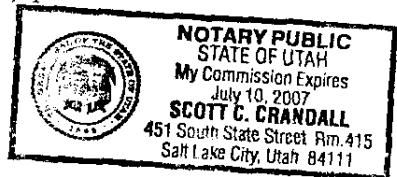
May 19, 2008

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

The foregoing instrument was acknowledged before me this 30th of March, 2005 by the  
Deputy City Recorder of Salt Lake City Corporation, a Utah municipal corporation.

Carl E. Staible  
NOTARY PUBLIC, residing in:

Salt Lake County



My Commission Expires:

7-10-07

B. Petitioner's Subscription and Acknowledgement

1. Type of organization: Corporation  
(Corporation, partnership, limited liability company, individual, etc.)
2. Petitioner's signature: Carl E. Staible
3. Please print name here: Carl E. Staible
4. Title: President
5. Business Entity Acknowledgement

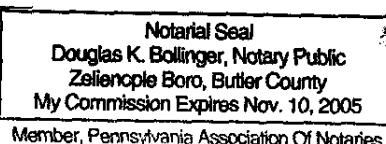
STATE OF UTAH )  
:ss  
COUNTY OF )

The foregoing instrument was acknowledged before me this 3/11/2005  
(Date)  
by CARL STAIBLE and the PRESIDENT  
(Name) (Title)  
and Robinson Fans West Inc. respectively, of Robinson Fans West Inc.  
(Title) (Business Name)  
a UTAH, Corp  
(State where organized) (Kind of entity)

Douglas K. Bollinger  
NOTARY PUBLIC, residing in:

Zelienople PA

My Commission Expires:



## 6. Individual Acknowledgement

STATE OF UTAH )  
:ss  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 20\_\_\_\_\_,  
(Date)

by \_\_\_\_\_ an individual.  
(Name)

NOTARY PUBLIC, residing in:

My Commission Expires: