

10750625

File # 09-248

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

10750625
07/10/2009 12:06 PM \$0.00
Book - 9744 Pg - 3901-3907
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WEST VALLEY CITY
3600 CONSTITUTION BLVD
MVC UT 84119-3720
BY: SLR, DEPUTY - MA 7 P.

Ordin. # _____
Fissel. # 09-245
Item # _____
Other _____

Parcel I.D. #: 15-23-351-007-0000

WEST VALLEY CITY
DELAY AGREEMENT FOR COMPLETION OF IMPROVEMENTS

THIS AGREEMENT, (herein "Agreement"), is entered into this 30th day of April, 2009,

***** PARTIES *****

“APPLICANT”: Utah Charter Academies

a(n): individual corporation partnership limited liability company trust other

Address: 12892 S Pony Express Rd

City: Draper State: Utah Zip: 84020

Telephone: (801) 553-8500

Facsimile: (801) 576-9300

Address: 3600 S. Constitution Boulevard, West Valley City, Utah

Telephone: (801) 963-3318

Fax: (801) 963-3540

Fax: (001) 985 5540

PROCESSING FEE – This is a non-refundable fee to be paid at the time AGREEMENT is submitted (**CHECK ONE**).

A

\$500 = Commercial

\$100 Residential

This Box For City Use Only

***** RECITALS *****

WHEREAS, APPLICANT desires to execute the following type of Delay Agreement (**CHECK ONE**):

_____ Delay Agreement for off-site improvements
 _____ Delay Agreement for on-site improvements
 _____ Other (explain): _____

with the CITY for American Preparatory Academy
(DESCRIPTION OR NAME OF PROJECT)

located at 1255 W. Crystal Avenue
(ADDRESS OF PROJECT)

the legal description of land contiguous to where the improvements described below are to be installed and/or constructed must be provided (**CHECK ONE**):

_____ more particularly described in Exhibit A _____ attached hereto and incorporated herein by reference;
- or -
 _____ more particularly described as follows, to wit: _____

WHEREAS, West Valley City ordinances require APPLICANT to install the following improvements: _____

WHEREAS, prior to the actual issuance of any permit(s)/approval(s), APPLICANT is required to complete this Agreement, which will delay the installation of the following improvements (**CHECK ONE**):

_____ described in Exhibit B _____, attached hereto and incorporated herein by this reference;
- or -
 _____ described as follows: _____

WHEREAS, CITY cannot grant said permit(s) and/or approval(s) until APPLICANT agrees to the conditions set forth hereunder regarding the above-described improvements.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. CITY agrees to permit APPLICANT (CHECK ONE OF THE FOLLOWING):

_____ to defer completion of the improvements until such time as written notice is sent to APPLICANT demanding installation and/or completion of any or of all the improvements; or, to reimburse CITY for CITY's installation and/or completion of the improvements at such time as CITY, through written notice to APPLICANT, demands reimbursement.

- or -

_____ Other (explain): _____

2. Unless otherwise expressly agreed in paragraph 1 above, CITY may require any or all of the improvements to be partially or wholly completed, in any order or pursuant to any timetable deemed appropriate by CITY.
3. Installation of the improvements by APPLICANT shall commence within 30 days of the date of the written notice or other time mentioned in paragraph 1 above, and shall be completed within 90 days of the date of the written notice.
4. The cost of the improvements and their installation and completion shall be completely and wholly borne by APPLICANT.
5. APPLICANT shall not be relieved from the obligation to install the improvements until such installation has been performed to the satisfaction of CITY.
6. Notwithstanding the provisions set forth above, if prior to the deferred time period set out in paragraph 1 above APPLICANT applies to CITY for approval to develop the property adjacent to the property described above, CITY may require said deferred improvements to be installed at the same time approval is given to develop the adjacent property.
7. If APPLICANT sells or leases property adjacent to the property described above and the buyer or lessee applies to CITY for approval to develop the adjacent property, CITY may require the improvements to be installed at the same time approval is given to develop the adjacent property.
8. The parties expressly agree that CITY may at any time, at its option, install and/or complete the improvements. Should CITY exercise its option, APPLICANT shall reimburse to CITY, within 30 days of the date mentioned in paragraph 1 above, all costs resulting from said installation and/or completion.
9. Should APPLICANT fail to install and complete the improvements as required by CITY pursuant to the terms of this Agreement or reimburse CITY as herein agreed, or otherwise fail to perform its obligation pursuant to the terms of this Agreement, APPLICANT recognizes CITY's right to recover the costs necessary to install the improvements or obtain reimbursement therefore through foreclosure proceedings on the property described above.
10. If a special improvement district is proposed, which district would in whole or in part finance the installation of any or of all the improvements required under this Agreement, APPLICANT expressly agrees not to oppose the forming of the special improvement district or the cost thereof. APPLICANT expressly acknowledges that its obligation for completion of or reimbursement for any improvements which are the subject of this Agreement, but are not or will not be installed as part of the special improvement district, shall not be affected by said special improvement district.
11. Any and all of the obligations of APPLICANT as outlined in this Agreement shall run with the land described above and shall constitute an encumbrance thereon. The rights, duties and obligations herein shall inure to the benefit of and be binding upon the heirs, successors-in-interest, assigns, transferees, and any subsequent purchaser of the parties.
12. In the event CITY commences legal action to enforce or interpret any term of this Agreement, CITY shall be entitled to recover from APPLICANT reasonable attorney's fees, court costs, and any other costs in connection with said action.
13. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not be affected thereby, but shall remain in full force and effect.

***** SIGNATURE REQUIREMENTS *****

1. **SIGNATURE(S) FROM A CORPORATION.** If Applicant is a Corporation, this Agreement shall be signed by the President. If someone other than the President signs on behalf of the company, a "Corporate Resolution" must be attached, and should verify that the person signing the agreement can bind the corporation.
2. **SIGNATURE(S) FROM A PARTNERSHIP.** If Applicant is a Partnership, this agreement shall be signed by the General Partner.
3. **SIGNATURE(S) FROM A LIMITED LIABILITY COMPANY.** If Applicant is a Limited Liability Company, this Agreement shall be signed by a Managing Member. CITY may request a copy of the Articles of Organization.
4. **SIGNATURE(S) FROM A TRUST.** If Applicant is a trust, this Agreement shall be signed by a Trustee.

WHEREUPON, the parties hereto have set their hands the day and year first above written.

"APPLICANT"

By:

Print Name: Howard M. Headlee

Title: President

(Signature must be notarized on pages following.)

By: _____

Print Name: _____

Title: _____

(Signature must be notarized on pages following.)

By: _____

Print Name: _____

Title: _____

(Signature must be notarized on pages following.)



"CITY"

MAYOR Pro Tem

Russell K. Brooks
CITY MANAGER
Wayne T. Ryf

ATTEST:

Shari M. Kendrick
CITY RECORDER

APPROVED AS TO CONTENT:

By: Howard M. Headlee
CITY Department

06/09/04
Date

APPROVED AS TO FORM:

By: Tina Raynard
CITY Attorney's Office

6-1-9
Date

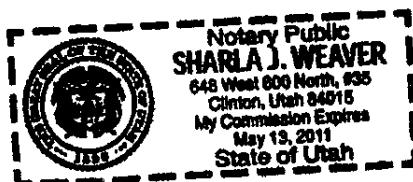
APPLICANT NOTARIZATION

(Notary must complete the correct certificate)

COMPLETE ONLY IF APPLICANT IS A CORPORATION

State of UTAH)
County of SALT LAKE) :ss

On this 20th day of May, 2009, personally appeared before me
HOWARD M. HEADLEE, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the President [title], of Utah Charter Academies [name of corporation], a corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.



Sharla J. Weaver
Notary Public



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RXPN PARCEL# 15-23-351-007-0000

OWNER: UTAH CHARTER ACADEMIES

LOC ADDR: 1255 W CRYSTAL AVE

GEOG NAME: NO RECORD FOUND

VTRU/NH 10642341

DESCRIPTION: BEG AT NW COR LOT 15, BLK 9, CHESTERFIELD PLAT A SAID COR
BEING N 00^04'43" E 1077.41 FT & E 97.49 FT FR SW COR SEC
23, T1S, R1W, SLB & M; E 275 FT; S 00^07'00" E 270 FT; E 275
FT; S 00^07'00" E 270 FT; S 78^51'29" W 280.17 FT; S
77^41'17" W 281.35 FT; N 00^07'00" W 654.13 FT TO BEG. (

BEING ALL OF LOTS 15 THRU 20 & PT OF LOTS 21 & 22 BLK 9 &
ALL OF LOTS 9 THRU 11 & PT OF LOT 8 BLK 8 CHESTERFIELD PLAT

PARTIES ENTRY REC DATE BOOK PAGE CONS BLOCK LOT

15-23-351-001-0000

15-23-351-002-0000

15-23-351-005-0000

15-23-352-020-0000

4=RXPH 5=RXLP 6=VTOP 9=MENU 11=VTRU OR VTDI 12=BWD POS CURSOR ENTER=RXEN

HostKeyPad : :

01/015

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webadmin@slco.org

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BK 9744 PG 3906

<https://slcpolaris.slco.org/SLCREC/entry>

4/29/2009

“Exhibit B”

DELAY AGREEMENT
April 29, 2009

Property: Utah Charter Academies,
a Utah non-profit corporation

Project: American Preparatory Academy

Address: 1255 W. Crystal Avenue

Curb & Gutter: 30" Curb & Gutter	275 Ft.
Sidewalk: 5' Sidewalk	275 Ft,
Asphalt Tie-in: Asphalt Paving (6"BSC, 8" UBC)	275 Ft.
Drive Approach: 6" Concrete	165 Sq. Ft.

Parcel # 15-23-351-007-0000