

6735840

ORIGINAL

DELAY AGREEMENT
FOR COMPLETION OF IMPROVEMENTS

97-462

Item #

Resol. # 97-299

Item # 19 998109

THIS AGREEMENT, (herein "Agreement"), is entered into this 3 day of June

Other

***** PARTIES *****

"APPLICANT": WENDELL BoysAllison & Lisa Allison

a(n) Individual (corporation, partnership, individual),

address: 5305 South Baniberry Way

city: Salt Lake City state: Utah zip: 84118-8310

telephone: (801) 964-3613 facsimile: (801) 943-6555

"CITY": West Valley City, a municipal corporation of the State of Utah,

address: 3600 Constitution Boulevard, West Valley City, Utah 84119,

telephone: (801)966-3600, facsimile: (801)966-8455.

***** RECITALS *****

WHEREAS, APPLICANT desires the following permits and/or approvals (check and complete):

a conditional use permit (permit # _____)

subdivision recordation

a building permit (permit # _____)

final electrical inspection

an occupancy permit (permit # _____)

a business license

OTHER (explain): On site improvements

from CITY for WENDELL BoysAllison a single family residence
(description or name of project)

located at 7194 West Scholar Ave; and
(street address of project)

which is (check one and complete — in either case, the legal description of land contiguous to where the improvements described below are to be installed and/or constructed must be provided):

more particularly described in Exhibit A attached hereto and incorporated herein by reference;

- or -

more particularly described as follows, to wit:

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09/10/97 2:49 PM **NO FEE**
NANCY WORKMAN
RECODER, SALT LAKE COUNTY, UTAH
WEST VALLEY CITY
3600 CONSTITUTION BLVD
WVC, UT 84119-3720
REC BY:V ASHBY
DEPUTY - WI

8K7754962774

WHEREAS, the terms of the issuance of said permit(s)/approval require APPLICANT to install and complete the following improvements (check one and complete):

_____ described in Exhibit _____, attached hereto and incorporated herein by this reference;

- or -

X described as follows: *90 linear feet of curb, gutter, sidewalk, downspouts, approximately 31 square yards of asphalt paving, trees, and shrubs.*

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

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

1. CITY agrees to permit APPLICANT (check one and complete if required):

X

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.

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.

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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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

WEST VALLEY CITY SIGNATURE REQUIREMENTS

APPLICANT PLEASE READ CAREFULLY BEFORE SIGNING YOUR AGREEMENT

The following agreements will not be accepted or approved if the signature requirements listed below are not followed.

1. ESCROW FORM BOND AGREEMENTS
2. SURETY FORM BOND AGREEMENTS
3. LETTER OF CREDIT FORM BOND AGREEMENTS
4. CASH FORM BOND AGREEMENTS
5. DELAY AGREEMENTS
6. CONTRACT DOCUMENTS - Including the Agreement, Payment and Performance Bonds

SIGNATURE(S) FROM A CORPORATION

All agreements must be signed by the President of the corporation. If someone other than the President signs the agreement on behalf of the corporation, a "CORPORATE RESOLUTION" must be attached and should verify that the person signing the agreement can bind the corporation. If you are using an Escrow Form Bond Agreement, the "Depository" must also attach a Corporate Resolution if it is not signed by the bank's President.

SIGNATURE(S) FROM A PARTNERSHIP

All agreements must be signed by the General Partner.

SIGNATURE(S) FROM A LIMITED LIABILITY COMPANY

All agreements must be signed by the General Manager. You may be required to attach a copy of your Articles of Organization.

NOTE: THE REQUIREMENTS LISTED ABOVE ARE REQUIRED BY THE WEST VALLEY CITY ATTORNEY'S OFFICE. THERE WILL BE NO EXCEPTIONS. PLEASE CONTACT STEVE DALE AT 963-3334 IF YOU HAVE ANY QUESTIONS.

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

"APPLICANT"

By Kendell C. Johnson

Title Owner

(Signature must be notarized on following page.)

"CITY"

Gerald L. Wright
MAYOR

John L. Johnson
CITY MANAGER



Sheri Kendrick
CITY RECORDER

APPROVED AS TO CONTENT:

By Tom Brown
CITY Community Development Department

6-26-97
Date

By Mac Johnson
CITY Public Works Department

6-19-97
Date

APPROVED AS TO FORM:

By Phil Cott
CITY Attorney's Office

6-30-97
Date

REVISED BY KD 02/96

REVISED 02/96

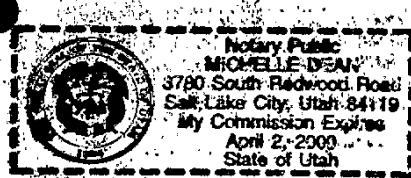
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DELAY AGREEMENT

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APPLICANT NOTARY

(Complete only if APPLICANT is an Individual.)



STATE OF Utah)
COUNTY OF Salt Lake) :SS

15-1977 person **NOT APPROVED** before
MICHELLE DEAN
 instrument date duly acknowledged to me that he
 1st 1977, in the City, Utah 84119
 15-1977

Michelle Dean
NOTARY PUBLIC

(Complete only if APPLICANT is a Corporation)

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, personally appeared before me, _____, who being by me duly sworn did say that he/she is the _____ of _____ corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

(Complete only if APPLICANT is a Partnership.)

STATE OF _____)
COUNTY OF _____)
SS

On this _____ day of _____, 19_____, personally appeared before me, _____, who being by me duly sworn did say that he/she/they is/are the _____ of _____, a partnership, and that the foregoing instrument was duly authorized by the partnership at a lawful meeting held or by authority of its bylaws and signed in behalf of said partnership.

NOTARY PUBLIC

(Complete only if APPLICANT is a Limited Liability Company.)

STATE OF _____)
:SS
COUNTY OF _____)

On this _____ day of _____, 19_____, personally appeared before me, _____, who being by me duly sworn did say that he/she/they is/are the _____ of _____ by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.

NOTARY PUBLIC

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Exhibit A

HOTPRINT USER:A1535 TERM:TCREON 06/11/97 11:43:04 DIST:SUE
----+---10---+---20---+---30---+---40---+---50---+---60---+---70---+---80
VTDI 14-22-305-007-0000 DIST 298 TOTAL ACRES 0.20
ALLISON. WENDELL B & PRINT U UPDATE REAL ESTATE 200
LISA C: JT LEGAL BUILDINGS 0
% ALLISON. WENDELL B TAX CLASS NE MOTOR VEHIC 0
7194 W SCHULER AVE EDIT 0 FACTOR BYPASS TOTAL VALUE 200
WEST VALLEY UT B41281114 GROWTH PCT 0
LOC: 7194 W SCHULER AVE EDIT 0 BOOK 7670 PAGE 0828 DATE 06/11/97
SUB: EAST MAGNA PLAT "A" TYPE UNKN PLAT
06/11/97 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
W 131 FT OF LOT 1 BLK 2 EAST MAGNA PLAT A 5573-1916
7308-1929

LIGHT TYPE
80 RECORDER

BK 7754 PG 2780