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06/17/99 3:06 PM ***NO FEE**
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
BLUFFDALE CITY
14175 S REDWOOD RD
BLUFFDALE, UT 84065
REC BY: R FRESQUES , DEPUTY - WI

DELAY AGREEMENT
FOR COMPLETION OF IMPROVEMENTS

THIS AGREEMENT entered into this 5th day of February, 1999, by and between Bluffdale City, a municipal corporation of the State of Utah, hereinafter referred to as "CITY" and Stanley & Sandra Goldberg a(n) Individuals (individual, partnership, corporation), hereinafter referred to as "APPLICANT". (Mailing address and phone number for APPLICANT: 3398 Highland Drive Salt Lake City, Utah 84106).

W I T N E S S E T H:

WHEREAS, APPLICANT desires: (Check one and complete)

- a conditional use permit (permit # _____)
- a building permit (permit # 1198)
- subdivision approval
- other (explain) _____

from CITY for Condition of Conditional Use Permit
(description of project)

located at 634 W. 14600 South Bluffdale, Utah 84065
(street address)

which property is: (Check one and complete; in either case legal description of land contiguous to where the below described improvements 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:

and,

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EXHIBIT A

PROPERTY LOCATION = 600 W 14600 S

BEG S 89°23'39" E 1280.65 FT & N 0°41'18" E 276.45 FT FR TH
W 1/4 COR SEC 12, T 4S, R 1W, SLM; N 0°34'36" E 1047.49 FT N
89°35'19" W 772.53 FT; S 0°34'36" W 1320 FT; S 89°35'19" E
822.53 FT; N 0°34'36" E 277.04 FT; S 85°25'51" W 50.21 FT TO
BEG. 23.73 AC 7186-0297 5157-0117 7657-1098
7764-2905 7915-2694

PROPERTY LOCATION = 600 W 14600 S

BEG S 89°23'39" E 1280.65 FT & N 0°41'18" E 276.45 FT FR TH
W 1/4 COR SEC 3, T 4S, R 1W, SLM; N 85°25'51" E 50.21 FT; N
0°41'18" E 270.43 FT; N 89°23'27" W 50 FT; S 0°41'18" W
274.96 FT TO BEG. 0.31 AC 7186-0297 5157-0117
7657-1098

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

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

- or -

 x described as follows:

Curb, gutter, sidewalk, asphalt and dedication of easement on 14600 South to cover the entire width of property from one side of property line to other side of property line as required by the Bluffdale City Engineer, Planning Commission, and/or City Council.

and,

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 time table 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, their installation and completion, shall be completely and wholly borne by APPLICANT.

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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, then 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 anytime, 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 therefor, 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 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 incurred 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.

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

CITY

Neil Wilson
Mayor

ATTEST:

James G. Hanson
City Recorder



APPLICANT

By: *[Signature]*
Sandra Goldbey
Title *Partner*

(signature must be notarized on the following page)

APPROVED BY:

[Signature]
City Attorney's Office

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APPLICANT NOTARY

(Complete only if APPLICANT is an Individual)

STATE OF _____)
: ss.
COUNTY OF _____)

On this _____ day of _____, 19____, personally appeared before me, _____, the signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

My Commission Expires: _____
NOTARY PUBLIC
Residing in _____ County, _____

* * * * *

APPLICANT NOTARY

(Complete only if APPLICANT is an Corporation)

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 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 acknowledged to me that said corporation executed the same.

My Commission Expires: _____
NOTARY PUBLIC
Residing in _____ County, _____

* * * * *

APPLICANT NOTARY

(Complete only if APPLICANT is an Partnership)

STATE OF _____)
: ss.
COUNTY OF Salt Lake)

On this 5 day of February, 1999, personally appeared before me, Stanley Goldberg & Sandra, who being by me duly sworn did say that he/she/they is/are the Goldberg partners of _____ a partnership, and that the foregoing instrument was duly authorized by the partnership at a lawful meeting held or by authority of its by-laws and signed in behalf of said partnership.

My Commission Expires: December 1, 2001
Marylou Anne
NOTARY PUBLIC
Residing in Salt Lake County, Salt Lake

CO. RECORDER
-COPY-

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