

8461575

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

File # 02-497

Ordin. # _____

Resol. # 02-340

Item # 10998

8461575

Other 8461575
12/17/2002 10:38 AM NO FEE
Book - 8704 Pg - 2704-2713
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WEST VALLEY CITY
3600 CONSTITUTION BLVD
WVC UT 84119-3720
BY: R.D.J. DEPUTY - MA 10 P.

Space above for County Recorder's use only

PARCEL ID#:14-36-101-032

**WEST VALLEY CITY DELAY AGREEMENT
FOR REMOVAL AND REPLACEMENT OF SIGN**

THIS AGREEMENT entered into this 15th day of October, 2002, by and between West Valley City, a municipal corporation of the State of Utah (hereinafter "CITY") and Conoco, Inc., (hereinafter "OWNER") at 13059 East Peakview #110 Centennial Colorado 80111.

WITNESSETH:

WHEREAS, OWNER desires plan approval from CITY for a property located at 5595 West 3500 South which is more particularly described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the site plan and signage layout plan includes placement of an advertising sign in its original location as more particularly described in Exhibit B and such location is within the future right-of-way as determined by the City's ordinances; and

WHEREAS, the terms of the issuance of said approval require OWNER to agree to move the proposed sign out of the future right-of-way upon request of the CITY in order to comply with the City's ordinances; and

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

1. **TERMS.** CITY agrees to permit OWNER to change the current signage layout. CITY acknowledges that OWNER is not in violation of the West Valley City Municipal Code by replacing such signage at the location described in Exhibit B. CITY further acknowledges and OWNER agrees that OWNER shall remove such

BK8704PG2704

signage upon written request from the CITY to OWNER, requesting removal of the signage to an appropriate location outside of future right-of-way in compliance with City's ordinances.

2. **NOTICE.** Written notice of removal will be sent by the CITY to the OWNER and shall be sent to the current tax notice address.
3. **TIME FOR REMOVAL.** Removal of the signage shall commence within 30 days of the date of the written notice and shall be completed within 60 days of the written notice.
4. **COSTS.** The cost of removal and relocation shall be completely borne by OWNER.
5. **PERFORMANCE.** OWNER shall not be relieved of the obligation to remove the sign until such removal has been performed to the satisfaction of the CITY.
6. **INDEMNIFICATION.** Should OWNER fail to complete the removal as required by CITY pursuant to the terms of this Agreement or otherwise fail to perform its obligation pursuant to the terms of this Agreement, OWNER recognizes CITY'S right to recover the costs necessary to remove the sign or obtain reimbursement therefor. OWNER hereby grants the CITY a right of entry to remove the sign upon OWNER'S failure to perform under this Agreement.
7. **APPLICABILITY.** Any and all of the obligations of OWNER as outlined in this Agreement shall run with the land described and shall constitute an encumbrance thereon. The rights, duties and obligations herein shall inure to the benefit of and be binding on the heirs, successors-in-interest, assigns, transferees, and any subsequent purchaser of the parties.
8. **ATTORNEY FEES.** In the event that the CITY commences legal action to enforce or interpret any term of this Agreement, CITY shall be entitled to recover from OWNER reasonable attorney's fees, court costs, and any other costs incurred in connection with said action.
9. **SEVERABILITY.** 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WEST VALLEY CITY



ATTEST:

Donna J. Woodgett
MAYOR

Sherrill K. Kendrick
CITY RECORDER

OWNER, CONOCO INC.

BY: Randall Amen
TITLE: DIRECTOR, Real Estate

STATE OF ~~UTAH~~ Colorado)
 Anapahoe)ss
COUNTY OF ~~SALT LAKE~~)

On this 9th day of December, 2002,
personally appeared before me Randall Amen,
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 Attorney in Fact of Conoco, Inc.,
and that the foregoing instrument was signed 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.

Virginia D. Gray
Notary Public

My Commission Expires: 11/24/2005

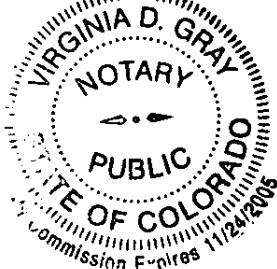
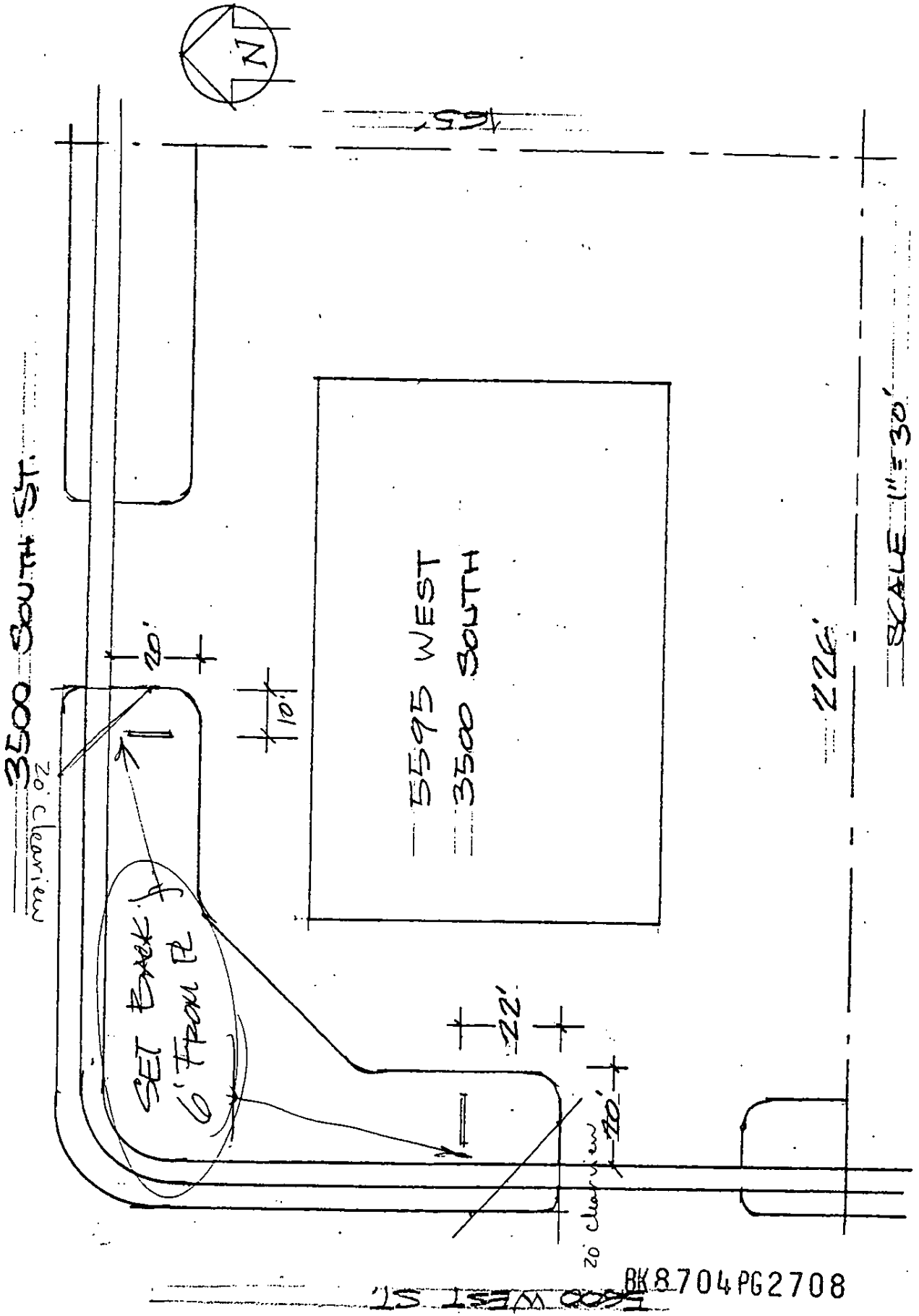


EXHIBIT A



6' tall max.
6' setback min.
60' max

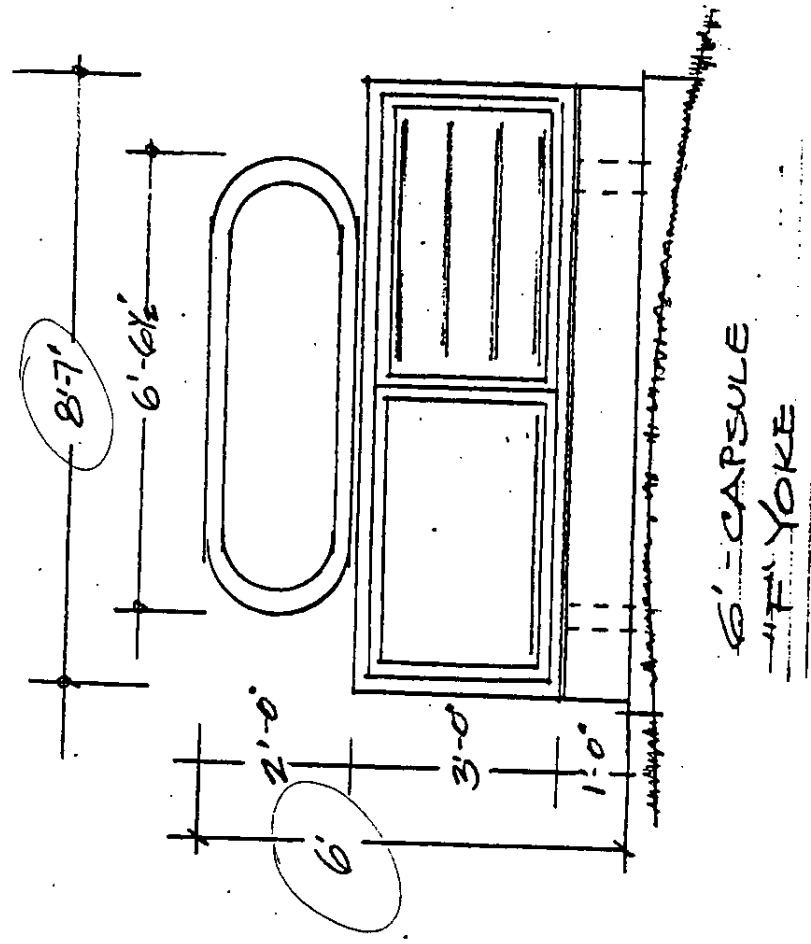
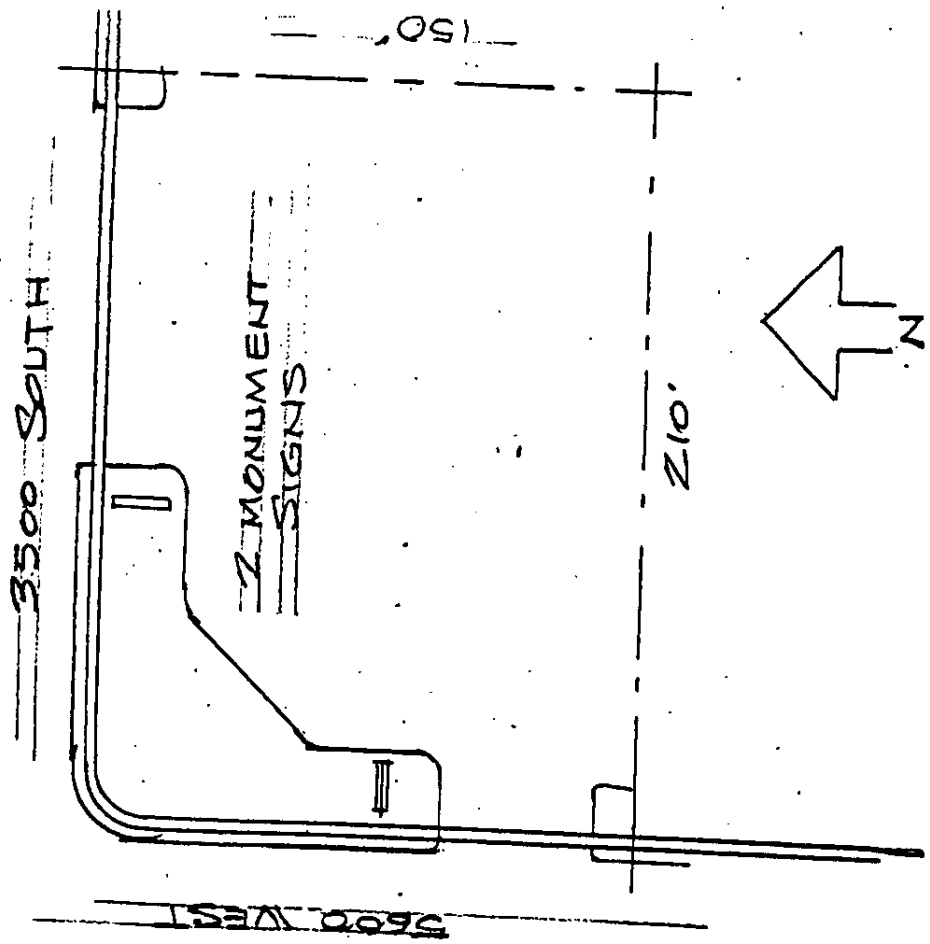


BK 8.704 PG 2708

EXHIBIT B



44010
5595 WEST 3500 SOUTH



6' - CAPSULE
4" F" YOKE



SECRETARY'S CERTIFICATE

I, the undersigned, Tammy D. Harrison, Assistant Secretary of Conoco Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, hereby certify that the following is a true copy of a resolution adopted by the Board of Directors of said Corporation by unanimous written consent effective February 1, 1988, as revised by the Assistant Secretary of this Corporation pursuant to authority granted to the Assistant Secretary in a resolution adopted by the Board of Directors of this Corporation effective February 1, 1988, and that said resolutions are now in full force and effect, to wit:

RESOLVED, That the president or any vice president of this Corporation with the advice and consent of the vice president and general counsel or his designee, is authorized to execute and deliver on behalf of this Corporation any and all powers of attorney, in any form whatsoever, that they deem necessary or expedient to conduct the business of the Corporation with national, state or local governments, corporations, partnerships, other outside organizations or individuals, whether in the United States or foreign countries.

The undersigned further certifies that:

1. pursuant to the foregoing resolution, R. W. Severance, with the advice and consent of the vice president and general counsel, executed on April 18, 2001, a power of attorney appointing Randall Amen, Area Real Estate Director, an attorney-in-fact of Conoco Inc., effective April 18, 2001; and
2. on November 1, 1999, R. W. Severance was a duly appointed, qualified and acting Vice President of Conoco Inc.; and
3. the attached is a true and correct photocopy of the Power of Attorney appointing Randall Amen, an attorney-in-fact of Conoco Inc.; and
4. Randall Amen is and has been at all times since April 18, 2001, until the date hereof, a true and lawful attorney-in-fact of Conoco Inc.

IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Secretary and affixed the corporate seal of the Corporation, this 7 day of May, 2001.

Tammy D. Harrison
Assistant Secretary, Conoco Inc.

STATE OF COLORADO §
COUNTY OF ARAPAHOE §

This instrument was acknowledged before me on 7th day of May, 2001, by Tammy D. Harrison, Assistant Secretary of Conoco Inc., a Delaware corporation, on behalf of the corporation.

Notary Public

BK8704PG2711

POWER OF ATTORNEY

CONOCO INC., a Delaware corporation, acting herein through R. W. Severance, its Vice President, said officer being duly authorized by resolution of its Board of Directors effective as of August 1, 2000, does hereby constitute, make and appoint Randall Amen, whose title is Area Real Estate Director, its true and lawful attorney-in-fact, to exercise the following powers for it and in its name, place and stead, from April 18, 2001, until cancelled or terminated:

- (1) To do such things, perform such acts, and to execute, acknowledge and deliver or receive such written instruments as may be necessary or convenient in connection with the disposition of real property and accompanying improvements owned by Conoco Inc.
- (2) To do such things, perform such acts, and to execute, acknowledge and deliver or receive such written instruments as may be necessary or convenient in connection with the acquisition in fee of real property and accompanying improvements on behalf of Conoco Inc.
- (3) To do such things, perform such acts, and to execute, acknowledge and deliver or receive such written instruments as may be necessary or convenient with the leasing of real property and accompanying improvements on behalf of Conoco Inc.

The powers herein conferred shall extend to all acts and transactions affecting property, both real and personal, situated in any state of the United States or in any county or parish thereof or in the District of Columbia.

The said Conoco Inc. hereby declares that each and every thing done, act performed, and instrument executed and delivered by its said attorney-in-fact, in connection with the exercise of any or all of the powers hereinabove enumerated, shall be good, valid and effectual to all intents and purposes as if the same had been done, performed, executed or delivered by the said Conoco Inc. in its corporate presence; and it hereby ratifies whatsoever said attorney shall lawfully do by virtue hereof.

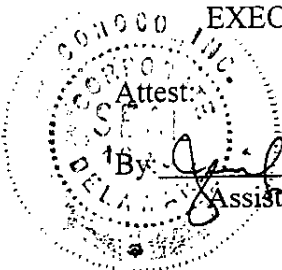
EXECUTED on April 24, 2001, but effective as of April 18, 2001.

CONOCO INC.

By: Randall W. Amen
Vice President

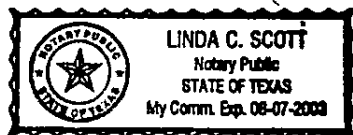
Attest:

By: Gail M. Davis
Assistant Secretary



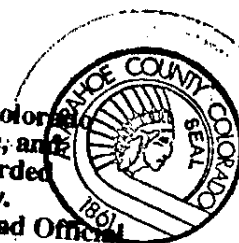
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on April 24, 2001, by R. W. Severance, Vice President of Conoco Inc., a Delaware corporation, on behalf of the Corporation.



Linda C. Scott
Notary Public

Clerk and Recorder
County of Arapahoe, Colorado
Certified to be full, true, and
correct copy of the recorded
document in my custody.
Given under my hand and Official



Seal this _____
Day of APR 27 2001, 20____ A.D.

Tracy K. Baker
Arapahoe County Clerk & Recorder

By [Signature]