

6

File # 03-145

Ordin. # _____

Resol. # 03-91

Item # 11228

Other _____

WHEN RECORDED RETURN TO:

West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

8633495
04/30/2003 02:12 PM NO FEE
Book - 8788 Pg - 6429-6434
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WEST VALLEY CITY
3600 CONSTITUTION BLVD
WVC UT 84119-3720
BY: RDJ, DEPUTY - TH 6 P. 6p.
RDJ

8633495

Parcel I.D. #: 15-22-454-009

**WEST VALLEY CITY
DELAY AGREEMENT FOR COMPLETION OF IMPROVEMENTS**

THIS AGREEMENT, (herein "Agreement"), is entered into this 6th day of March, 2003.

***** PARTIES *****

"APPLICANT": Teresa Winger

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

Address: 1485 E Budding Dr.

City: Sandy State: UT Zip: 84092

Telephone: (801) 572-5633

Facsimile: (801) 530-4604

"CITY": West Valley City, a municipal corporation of the State of Utah,
Address: 3600 S. Constitution Boulevard, West Valley City, Utah 84119
Telephone: (801) 963-3318
Facsimile: (801) 963-3540

PROCESSING FEE - This is a non-refundable fee to be paid at the time AGREEMENT is submitted (Check One):

\$300 - Commercial
 \$100 - Residential

This Box For City Use Only	
<input checked="" type="checkbox"/> Fee Paid	Check Number: <u>Credit Card @R</u>

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***** 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 Teresa Winger SFR
(DESCRIPTION OR NAME OF PROJECT)

located at 1635 W 2700 S
(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

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 _____, attached hereto and incorporated herein by this reference;
- or -
- described as follows: 89 Lineal Ft of 4' Sidewalk, 89 Lineal Ft. of 30" Curb & Cutter, 89 Lineal ft. Asphalt Paving (6" BSC, 8" UBC).

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): _____

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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 a the same time approval is given to develop the adjacent property.
7. If APPLICANT sells or leases property adjacent tot 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 a 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 *****

SIGNATURE(S) FROM A CORPORATION. Agreement is to be signed by the President. If someone other 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.

SIGNATURE(S) FROM A PARTNERSHIP. Agreement is to be signed by a General Partner.

SIGNATURE(S) FROM A LIMITED LIABILITY COMPANY. Agreement is to be signed by a Managing Member. You may be required to attach a copy of your Articles of Organization.

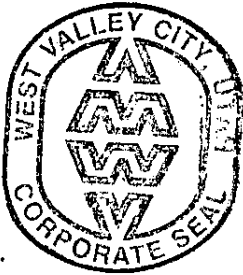
SIGNATURE(S) FROM A TRUST. Agreement is to be signed by Trustee.

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

“APPLICANT”

By: Seresa A. Winger

Title: Owner
(Signature must be notarized on pages following)



“CITY”

Dennis J. Woodgett
MAYOR

Paul D. Isaac
CITY MANAGER

ATTEST:

Sheri Mc Kendrick
CITY RECORDER

APPROVED AS TO CONTENT:

By: [Signature]
CITY DEPARTMENT
 CED Public Works

3/17/03
Date

APPROVED AS TO FORM:

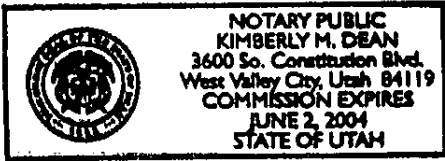
By: [Signature]
CITY Attorney's Office

3-10-03
Date

APPLICANT NOTARIZATION

State of Utah)
County of Salt Lake) :SS

On this 6th day of March, 2003, personally appeared before me Teresa Winger [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged that he/she/they executed the same.



Kimberly M. Dean
Notary Public

EXHIBIT A

VTDI 15-22-454-009-0000 DIST 23 TOTAL ACRES 0.26
WINGER, TERESA PRINT P UPDATE REAL ESTATE 27300
LEGAL BUILDINGS 0
TAX CLASS MOTOR VEHIC 0
1485 E BUDDING DR EDIT 1 FACTOR BYPASS TOTAL VALUE 27300
SANDY UT 84092364685
LOC: 1635 W 2700 S EDIT 1 BOOK 8523 PAGE 8329 DATE 11/09/2001
SUB: CHESTERFIELD SUB. TYPE UNKN PLAT
03/06/2003 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
LOTS 26 27 & 28 BLK 10 CHESTERFIELD SUB 8523-8327

PFKEYS: 1=VTNH 2=VTOP 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV

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