

***** 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 David & Trinidad Arnoldus SFR
(DESCRIPTION OR NAME OF PROJECT)

located at 3605 S 7200 W
(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: David W. Arnoldus

Print Name: David W. Arnoldus

Title: Individual

(Signature must be notarized on pages following.)

By: Trinidad B. Arnoldus

Print Name: Trinidad B. Arnoldus

Title: Individual

(Signature must be notarized on pages following.)

“CITY”

MAYOR

CITY MANAGER

ATTEST:

CITY RECORDER

APPROVED AS TO CONTENT:

By: _____
CITY Department

Date

APPROVED AS TO FORM:

By: _____
CITY Attorney’s Office

Date

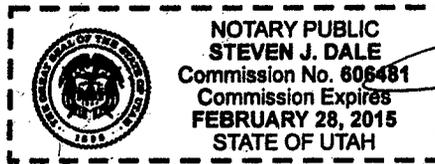
APPLICANT NOTARIZATION

(Notary must complete the correct certificate)

COMPLETE ONLY IF APPLICANT IS AN INDIVIDUAL

State of UTAH)
)
County of SALT LAKE)
)

On this 16TH day of DECEMBER, 20 14, personally appeared before me DAVID W. ARNOLDUS [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.

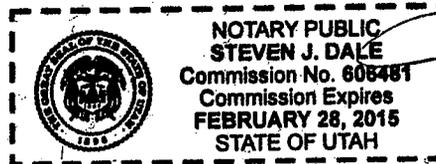


[Signature]
Notary Public

COMPLETE ONLY IF APPLICANT IS AN INDIVIDUAL

State of UTAH)
)
County of SALT LAKE)
)

On this 16TH day of DECEMBER, 20 14, personally appeared before me TRINIDAD B. ARNOLDUS [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.



[Signature]
Notary Public



Esc / CLEAR	Logoff	Applications				▼
VTDI	14-34-101-011-0000	DIST 29	TOTAL ACRES	0.44		
ARNOLDUS, DAVID W &		TAX CLASS	UPDATE	REAL ESTATE	60700	
TRINIDAD B; JT			LEGAL	BUILDINGS	0	
			PRINT P	TOTAL VALUE	60700	
2702 S 7200 W		NO:				
MAGNA UT		84044142802	EDIT 0	FACTOR BYPASS		
LOC: 3605 S 7200 W		EDIT 0	BOOK 10244	PAGE 3696	DATE 07/10/2014	
SUB: WEST HUNTER SUB				TYPE UNKN	PLAT	
12/10/2014 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY						
LOT 3 WEST HUNTER SUB						
6171-577						

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

HostKeyPad ▼

01/007

Reset | Default | Refresh | Disconnect | Turn Keyboard Off

Salt Lake County Government Center – 2001 South State Street Salt Lake City, UT 84190 – 801 468-3000

'Exhibit B'

Delay Agreement

December 11, 2014

Property Owner: David W. Arnoldus and Trinidad B. Arnoldus

Property Location: 3605 South 7200 West
West Valley City, Utah 84128
(Lot 3 of West Hunter Subdivision)

CURB & GUTTER: 30" Curb & Gutter 83 Lineal Feet

ASPHALT TIE-IN: Asphalt Paving (6" BSC, 10" UBC) 83 Lineal Feet

SIDEWALK: 5' Width 83 Lineal Feet

Parcel # 14-34-101-011