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**WHEN RECORDED RETURN TO:**  
West Valley City Recorder  
3600 South Constitution Blvd.  
West Valley City, Utah 84119

13100148  
10/15/2019 04:27 PM \$0.00  
Book - 10846 Pg - 925-933  
**RASHELLE HOBBS**  
RECORDER, SALT LAKE COUNTY, UTAH  
WEST VALLEY CITY  
3600 CONSTITUTION BLVD  
WVC UT 84119-3720  
BY: PSA, DEPUTY - MA 9 P.

Parcel I.D. #: 14-23-279-030, 14-23-279-029 & 14-23-279-026

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

**THIS AGREEMENT**, (herein "Agreement"), is entered into this 9 day of September, 2019.

**\*\*\*\*\* PARTIES \*\*\*\*\***

**"APPLICANT":** Wasatch Clean Energy LLC - Scott Haslam

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

Address: 1985 S. Milestone Dr. Ste D

City: Salt Lake City State: Utah Zip: 84104

Telephone: ( 801 ) 6639811

Email scott@wasatchfleetservice.com

**"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 s a non-refundable fee to be paid at the time AGREEMENT is submitted (**CHECK ONE**):

X \_\_\_\_\_ \$300 – Commercial  
\_\_\_\_\_ \$100 – Residential

This Box For City Use Only		
<input type="checkbox"/> Fee Paid	Agreement ID #	Check #:

\*\*\*\*\* 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 Wasatch Fleet Services  
(DESCRIPTION OR NAME OF PROJECT)

located at 2265 S. 5650 W. West Valley, Utah  
(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: \_\_\_\_\_

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: [Signature]

Print Name: Scott Haslam

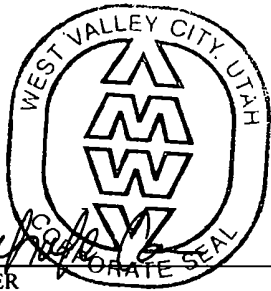
Title: Owner

(Signature must be notarized on pages following.)

"CITY"

[Signature: Ron Bush]  
MAYOR

[Signature: Wayne I. Pyle]  
CITY MANAGER



ATTEST:

[Signature]  
CITY RECORDER

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
CITY Department

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By: [Signature]  
CITY Attorney's Office

9/24/19  
Date

APPLICANT NOTARIZATION

(Notary must complete the correct certificate)

COMPLETE ONLY IF APPLICANT IS AN INDIVIDUAL

State of Utah )  
County of Salt Lake )  
:ss )

On this 12 day of ~~May~~ <sup>Sept</sup> 2019, personally appeared before me Samuel Wright, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.

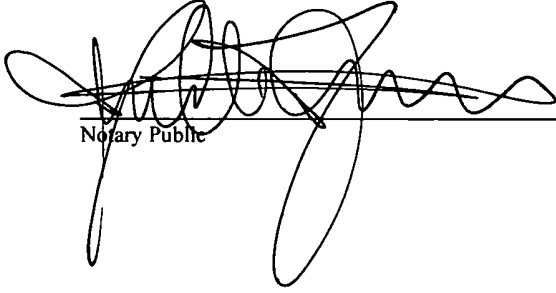
  
\_\_\_\_\_  
Notary Public



Exhibit "A"



~~13030151  
7/16/2019 9:55:00 AM \$40.00  
Book - 10803 Pg - 7308-7310  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
PROVO LAND TITLE COMPANY  
BY: ECASH, DEPUTY EF 3 P.~~

Order No. 80478-19

When recorded mail to:  
Wasatch Clean Energy, LLC  
1985 South Milestone Drive Suite D  
Salt Lake City UT 84104

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## QUIT-CLAIM DEED

Wasatch Clean Energy, LLC  
grantor County of Salt Lake State of Utah, hereby QUIT-CLAIM to  
Wasatch Clean Energy, LLC, a Utah limited liability company  
grantee of 1985 South Milestone Drive Suite D Salt Lake City UT 84104

for the sum of Ten Dollars and other good and Valuable considerations  
the following described tract(s) of land in Salt Lake County, State of Utah;

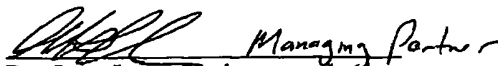
See attached exhibit "A"

SUBJECT TO easements, rights of way and restrictions of record.

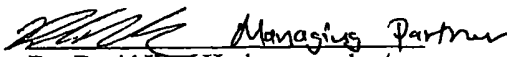
TAX SERIAL NO.  
14-23-279-030 & 14-23-279-029 & 14-23-279-026

Witness the hand of said grantor, this 5<sup>th</sup> day of June, 2019.

Wasatch Clean Energy, LLC

  
By: Scott James Haslam, member/manager

Wasatch Clean Energy, LLC

  
By: David Kent Haslam, member/manager

NOTE: This Quit-Claim Deed is being recorded to combine parcels for tax purposes.

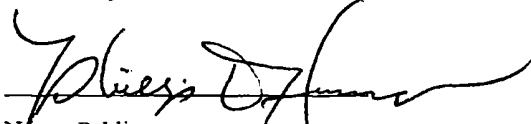
~~Ent 13030151 BK 10803 PG 7308~~

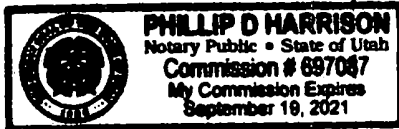
STATE OF UTAH

COUNTY OF

On this <sup>7<sup>th</sup></sup> ~~June~~ <sup>July</sup> 5<sup>TH</sup> day of ~~June~~, 2019, personally appeared Scott James Haslam and David Kent Haslam, whose identities are personally known to me or proved on the basis of satisfactory evidence and who by me duly sworn or affirm, did they are the managers/members of Wasatch Clean Energy, LLC and said document was signed by him/her on behalf of said Limited Liability Company by Authority of its Bylaws or Resolution of its Board of Directors, and said member acknowledged to me said Limited Liability Company executed the same.

Witness my hand and official seal.

  
Notary Public  
7/5/2019



BK 10802 PG 7309

**Exhibit "A"**  
**Property Description**

PARCEL 1: Serial No. 14-23-279-030

Lot 12, Block 8, HAYNE'S ADDITION, PLAT "E", according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder, State of Utah.

TOGETHER WITH one-half the vacated alley abutting on the West.

PARCEL 2: Serial No. 14-23-279-029

Lots 13 through 18, 34 through 42, Block 8, HAYNE'S ADDITION, PLAT "E", according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder, State of Utah.

TOGETHER WITH one-half the vacated alley abutting on the West of Lots 13 through 18, and together With one-half the vacated alley abutting on the East of Lots 34 through 42.

PARCEL 3: Serial No. 14-23-279-026

Lots 19 through 33, inclusive, Block 8, HAYNE'S ADDITION, PLAT "E", according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder, State of Utah.

TOGETHER WITH one-half the vacated alley abutting on the East of Lots 27 through 33, and together With one-half the vacated alley abutting on the East of Lots 25 and 26, and together With one-half the vacated alley abutting on the West of Lots 19 through 24, and together with vacated street abutting on the North of Lots 24 and 25.



**'Exhibit B'**

**Delay Agreement**

9 September, 2019

Property Owner: Wasatch Fleet Service

Property Location: 2265 S. 5560 W. West Valley, Utah 84104

**CURB & GUTTER:** 456 Lineal Ft. of 30" curb and gutter

**SIDEWALK:** 456 Lineal Ft. of 5' sidewalk

**ASPHALT:** 20.5' along 456 feet of frontage

**STORM DRAIN:** Concrete storm drain system to adequately drain storm water along entire 456 foot frontage.

Parcel # 14-23-279-030, 14-23-279-029, 14-23-279-026