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07/30/2007 11:00 AM \$0.00  
Book - 9496 Pg - 8269-8276  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
WEST VALLEY CITY  
3600 CONSTITUTION BLVD  
WUC UT 84119-3720  
BY: EPM, DEPUTY - MA 8 P.

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

Parcel I.D. #: 14-27-376-002

WEST VALLEY CITY  
DELAY AGREEMENT FOR COMPLETION OF IMPROVEMENTS

THIS AGREEMENT, (herein "Agreement"), is entered into this 10th day of July, 2007.

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

"APPLICANT": Express Oil, Inc  
a(n): Corporation  
(individual, corporation, partnership, limited liability company, trust, other)  
Address: 7909 Twelve Pines Drive  
City: Sandy State: UT Zip: 84094  
Telephone: (801) Home - 566-1319 Wk - 352-7966  
Facsimile: (801) 566-1541

"CITY": West Valley City, a municipal corporation of the State of Utah,  
Address: 3600 S. Constitution Boulevard, West Valley City, Utah 84119  
Telephone: (801) 963-3282  
Facsimile: (801) 963-3559

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

XX \$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
- XX Other (explain): Delay Agreement for monument sign relocation to appropriate setbacks of future right of way of 3500 South

with the CITY for Domino's Pizza  
(DESCRIPTION OR NAME OF PROJECT)

located at 6900 West 3500 South  
(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**):

- X 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**):

- XX 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):

- XX 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 \*\*\***

**SIGNATURE(S) FROM A CORPORATION.** Agreement is to 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.

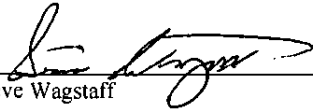
**SIGNATURE(S) FROM A PARTNERSHIP.** Agreement is to be signed by a General Partner.

**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.

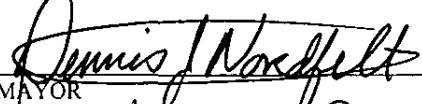
**"APPLICANT"**

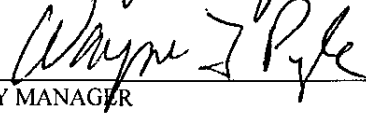
By:   
Steve Wagstaff

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



**"CITY"**

  
MAYOR

  
CITY MANAGER

**ATTEST:**

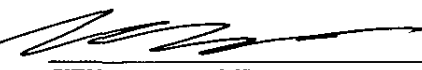
  
CITY RECORDER

**APPROVED AS TO CONTENT:**

By:   
CITY DEPARTMENT  
 CED       Public Works

7/20/07  
Date

**APPROVED AS TO FORM:**

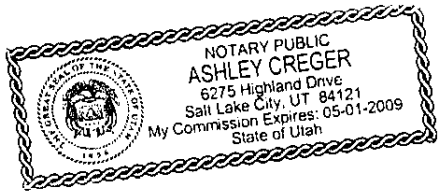
By:   
CITY Attorney's Office

7/2/07  
Date

APPLICANT NOTARIZATION

STATE OF UTAH )  
 )  
:SS  
COUNTY OF SALT LAKE )

On this 21<sup>st</sup> day of June, 2007, personally appeared before me Steve Wagstaff, 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 President, of Express Oil, Inc., a corporation, and said document was signed by him/her 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.



Ashley Greger  
Notary Public

Exhibit 'A'

VTDI 14-27-376-002-0000	DIST 29	TOTAL ACRES	1.07
EXPRESS OIL INC	TAX CLASS	UPDATE	REAL ESTATE 296390
		LEGAL	BUILDINGS 17700
		PRINT U	TOTAL VALUE 314090

8002 S 700 E

SANDY UT

84070055302 EDIT 1

FACTOR BYPASS

LOC: 6900 W 3500 S

EDIT 0 BOOK 6206 PAGE 1800 DATE 03/28/1990

SUB:

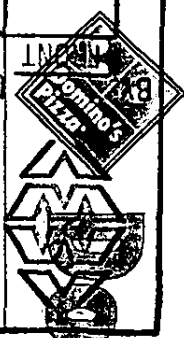
TYPE UNKN PLAT

06/13/2007 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY

BEG S 89-52' E 1392.1 FT FR THE SW COR OF SEC 27, T 1S, R 2W  
S L M; S 89-52' E 200 FT; N 241 FT, M OR L; N 75-41' W ALG  
SD PROP LINE TO A PT DUE N OF PT OF BEG; S 291 FT, M OR L TO  
BEG. LESS STREET. 1.07 AC M OR L. 3873-313, 4750-1074  
5240-0409

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

Exhibit "13"



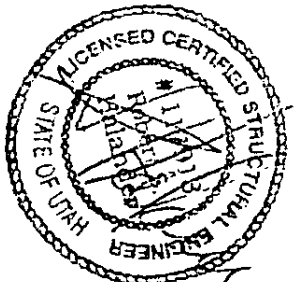
# Domino's

## PROPOSED SIGN IMAGE

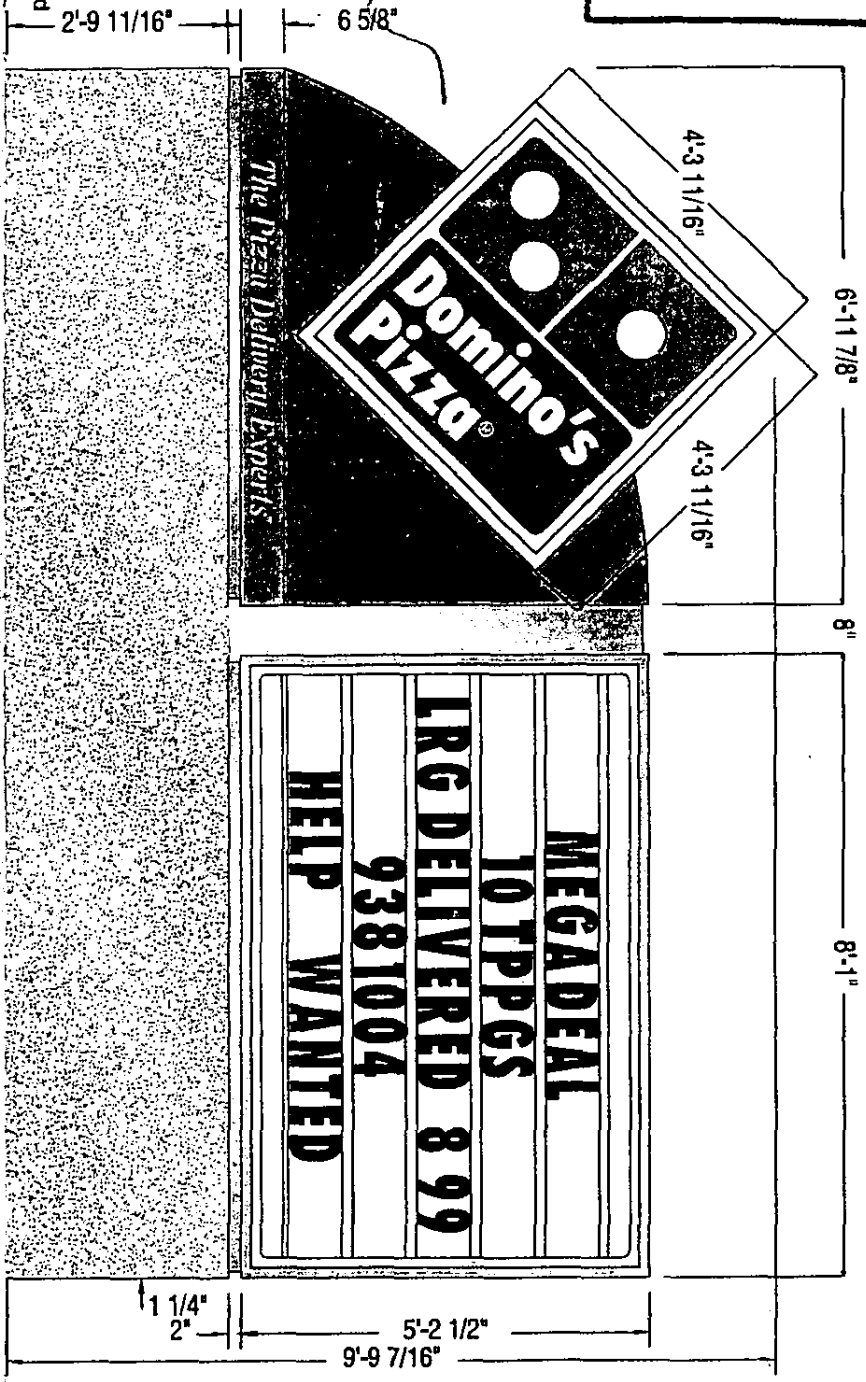
ADDRESS  
West Valley Utah.

WEST VALLEY CITY  
PLANNING AND ZONING  
TBB  
SITE PLAN APPROVAL  
STORE NUMBER  
E  
SIDE  
ZONE: REAR  
47,59 Sq. Ft.  
42,10 Sq. Ft.  
89.69 Total Sq. Ft.  
Two Rectangles used  
to figure total Sq. Ft.

MINIMUM ACTUAL SETBACKS FILE #



Textured finish Pole Cover  
Exact Color to be Determined



*4' x 4' x 4' with 6" pipe center mount*

### GRAPHIC DETAIL

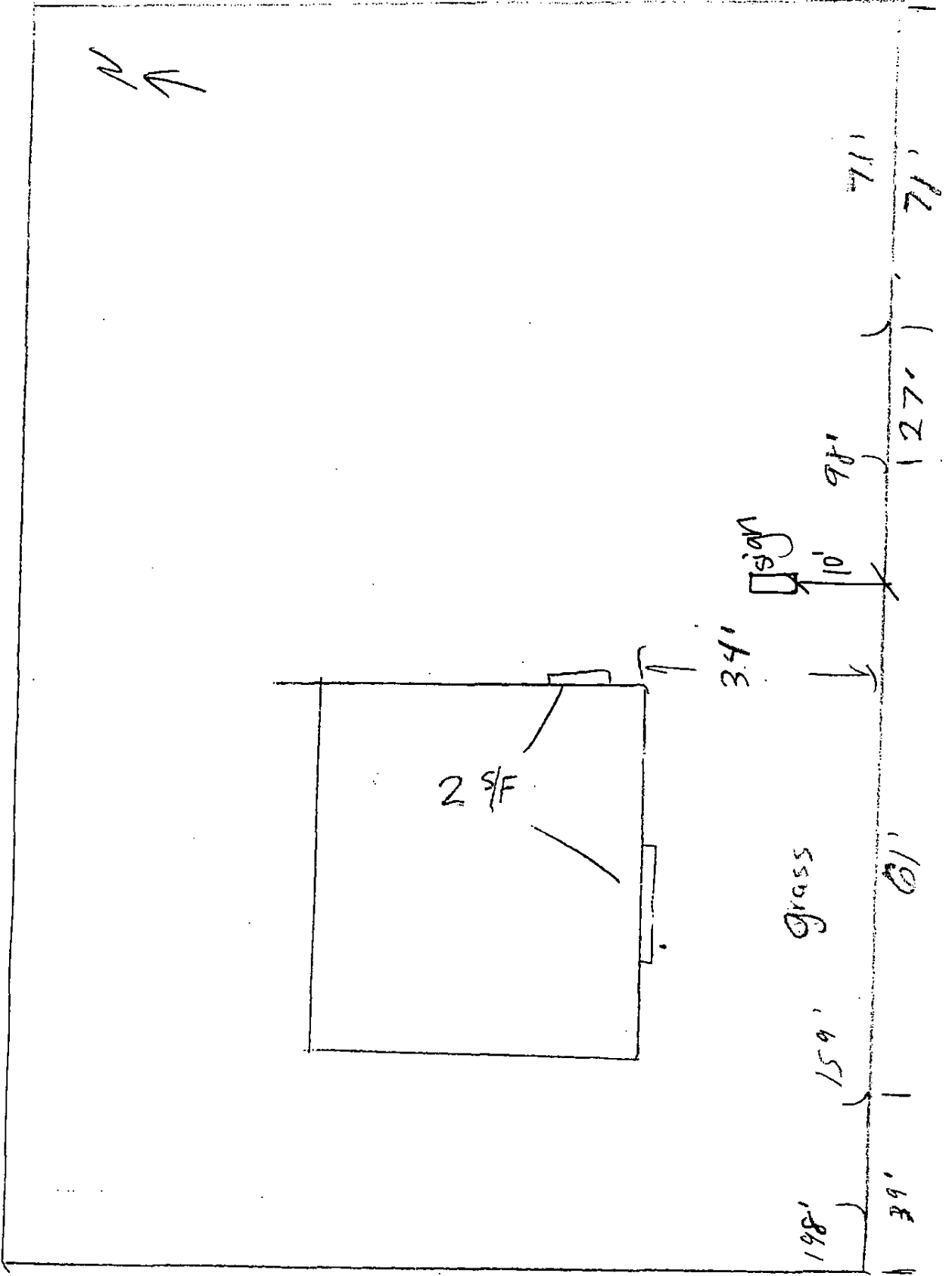
Customer:	Domino's	Date:	9/12/06	Prepared By:	ADK	Hide: <small>Obtain sign on site with exact dimensions and colors. All dimensions are in feet and inches. All dimensions are in feet and inches. All dimensions are in feet and inches.</small>
Location:	West Valley, UT.	File Name:	35808-5' X 7' MON SIGN W/ READER BD	Revision:	X	



DISTRIBUTED BY SIGN UP COMPANY  
700 214 STREET SOUTHWEST  
PO BOX 210  
WATERLOO, SD 57201-0210  
Ph: 1-800-443-9888

Exhibit "B"

Dominio's pizza - grass 3500sq



ATTN: Hamm  
 903-33531  
 WASHINGTON CITY