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APPROVAL, BOND AND INDEMNITY AGREEMENT
Village at Sugarplum Unit 11A

THIS APPROVAL, BOND AND INDEMNITY AGREEMENT (this "**Agreement**") is made this 10th day of September, 2019, by and between SUGARPLUM PHASE II CONDOMINIUMS ASSOCIATION OF UNIT OWNERS (the "**Association**"); and Nick Besabrasov (Village at Sugarplum N (the "**Owner**").

RECITALS

A. The Owner desires to add an addition or improvements (the "**Improvements**") to the Common Area adjacent to the Owner's Condominium Unit (the "**Unit**") more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, in the SUGARPLUM PHASE II CONDOMINIUMS, AN EXPANDABLE CONDOMINIUM, which Improvements consist of the following: Addition of Dominion Energy Gas Service to Unit and a Dominion Energy approved shelter over gas meter, installation of interior gas line, gas fireplace, direct vented flue. This project will include 1 hole through East exterior wall for gas line entry.

B. In connection with the approval of such Improvements by the Association, the Association requires the Owner to construct the Improvements in compliance with the requirements of this Agreement, indemnify the Association from any liability arising from construction, and assume the responsibility to pay for the cost of maintaining, repairing and replacing the Improvements, as well as returning all common area, limited common area, and areas not under the sole ownership of the **Owner**, to their pre-improvement condition.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Association and the Owner agree as follows:

1. Approval & Construction of Improvements. The Association hereby approves the Owner's construction of the Improvements subject to the following requirements and conditions:

- a. The Owner shall attach any and all original and revised plans.
- b. The Owner shall obtain a building permit from the Town of Alta, Utah, a copy of which shall be provided to the Association before construction of the Improvements begins;
- c. The Owner shall cause the construction of the Improvements to be completed by a contractor that (i) holds a current contractor's license with the Utah Division of Occupational and Professional Licensing, and (ii) carries workers compensation insurance, auto insurance and general liability insurance suitable in amount and coverage for the construction of the Improvements, evidence of which shall be provided to the Association prior to the commencement of the construction of the Improvements;
- d. The Owner shall be responsible for seeing that the construction of the Improvements shall be commenced no more than forty-five (45) days after the date hereof and completed (i) on or before November 10, 2019 (the "**Completion Date**"), (ii) in accordance with the Plans & Specifications and within the construction footprint identified therein, (iii) in compliance with all applicable building code requirements and any building requirements of the Alta City, Utah, and (iv) in

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Book - 10843 Pg - 4956-4961
RASHELLE HOEBS
RECORDER, SALT LAKE COUNTY, UTAH

VILLAGE AT SUGARPLUM
PO BOX 8054
ALTA UT 84092
LBN: DCA, DEPUTY - WI 6 P.

accordance with the Sugarplum Phase II Condominiums Rules & Regulations;

e. After commencement of construction of the Improvements, the Owner shall diligently pursue the work thereon until completion, subject to reasonable delays for weather, fire, flood, strikes, acts of God and other causes beyond the Owner's control, and in the event the Owner fails to complete the construction of the Improvements on or before the Completion Date, the Association shall have the right to complete the Improvements and to charge the costs and expenses thereby incurred to the Owner; and

f. The Owner shall promptly provide the Association, following the completion of the Improvements with (i) a copy of the final building inspection report approving the completion of the construction of the Improvements in compliance with the requirements of Alta City, Utah, and (ii) copies of lien waivers from all contractors, subcontractors and suppliers providing materials or services in connection with the construction of the Improvements.

2. Indemnity. In consideration of the Association permitting the Owner to construct the Improvements, the Owner and Owner's successors and assigns do hereby agree to indemnify the Association and hold the Association harmless from any and all debts, actions, causes of action, claims, demands, damages, costs, compensation, commissions, liens or other interests, liabilities and obligations of any kind whatsoever, now or hereafter existing, in any way arising from or in connection with the construction of the Improvements, including, without limitation: all construction defects, substandard construction, construction debris, construction not in accordance with the Association's requirements and conditions or those of Alta City, Utah, or any other damage caused by or related to construction of the Improvements; all claims by contractors, subcontractors and material men; and all claims for personal injury or property damage to Owner, the Association or any third person.

3. Indemnity Bond. **\$5,000**. Such bond shall be returned to Owner once owner has satisfied the terms set forth in Section 1 of this agreement.

4. Lien. In the event that the bond is insufficient to complete the Improvements, the Owner hereby consents to, and the Association shall have the right to, record a lien against the Unit for any remaining balance due for completion of the Improvements. Provided, however, that Association shall not record a lien against the Unit until written demand for payment is made to the Owner by certified mail, return receipt requested, and payment in full is not received from the Owner within fifteen (15) calendar days after the date of mailing of such written demand.

• 5. Obligation for Maintenance, Repair and Replacement of the Improvements. The Association shall maintain and repair the Improvements after their completion as required herein and the Owner shall be responsible for the payment of all costs and expenses associated with the maintenance and repair of the Improvements. The Owner shall pay to the Association along with the Owner's annual payment of the common expense assessment against the Owner's Unit (the "**Annual Common Expense Payment**") an annual Improvements maintenance and repair payment (the "**Annual Improvements Expense Payment**") in an amount equal to ~~\$842~~ per square foot of additional space, per annum, for each tier or level of improvement, to defray the Association's cost of maintaining and repairing the Improvements. The Association shall have the right to increase the amount of the Annual Improvements Expense Payment from time to time in the event the Association reasonably determines that its costs and expenses associated with the maintenance and repair of the Improvements exceeds the amount the Association receives from the Annual Improvements Expense Payment. If the Improvements shall need to be replaced, as determined by the Association, in its reasonable discretion, the Owner shall promptly cause the Improvements to be replaced and bear the cost thereof. In the event the Owner fails to pay the Annual Improvements Expense Payment, the Association shall have the right to pursue such remedies to collect said delinquent Annual Improvements Expense Payment as are set forth for the collection of Common Expense Assessments in Section 22 of the Declaration of Condominium of the Sugarplum Phase II Condominiums an Expandable Condominium, as amended, and in the Utah Condominium Ownership Act, as amended, UCA §57-8-1 through 40, including, without limitation, a lien upon the Unit in the amount of the unpaid Annual Improvements Expense Payments, late fees and interest.

6. Binding Effect. The aforesaid obligations shall be binding upon and shall inure to the benefit of all successors, heirs and assigns of the parties.

7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

8. Attorneys' Fees. If either party breaches this Agreement, the non-breaching party shall be entitled to recover from the breaching party its costs, including reasonable attorney's fees, incurred by the non-breaching party in pursuing any remedy available under this Agreement.

9. Entire Understanding. The making of this Agreement has been induced by no representations, warranties or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties, and there are no further or other understandings or agreements, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.



Parcel Details for Parcel Number • 30-06-436-003-0000
Active Parcel Number

Acreage: 0.0100 **Address:** 9740 E BYPASS RD # N **Land Value:** 231,800.00 **Building Value:** 540,900.00 **Total Value:** 772,700.00

Property Description For Taxation Purposes Only

Legal Description
UNIT N, VILLAGE AT SUGARPLUM, PART 6, PH 2. .0188 INT 6377-1139 6815-0664 6945-1091 8830-5109 8856-2758 9478-6080 9478-6078

Parcel Number Ownership

Owner(s) of Record Found: 3

Owner Name	Tenancy	Trustee	TR											
BESOBRASOW ELLEN C	JT			1/2										
BESOBRASOW NICHOLAS	JT			1/2										
TAYLOR GERALD A W				1/2										

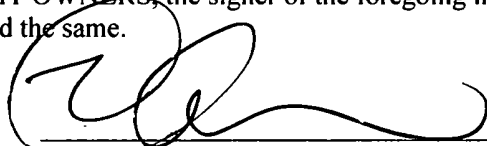
SUGARPLUM PHASE II CONDOMINIUMS
ASSOCIATION OF UNIT OWNERS

BY: Bruce Hotelling
ITS: VSP HOA President

STATE OF Pennsylvania
: ss.
COUNTY OF Delaware

On the 3 day of October, 2019, personally appeared before me
Bruce T. Hotelling, the president of SUGARPLUM PHASE II
CONDOMINIUMS ASSOCIATION OF UNIT OWNERS, the signer of the foregoing instrument, who
duly acknowledged to me that he/she executed the same.

My Commission Expires:
9.16.2020



NOTARY PUBLIC

Residing at: 933 Farm Ln
Annville, PA 17002

Commonwealth of Pennsylvania - Notary Seal
VALERIE-CLARK RODEN, Notary Public
Montgomery County
My Commission Expires September 16, 2020
Commission Number 1271773

