

Recorded at request of: City of St. George
When recorded return to: City of St. George Engineering Dept.
175 E. 200 N., St. George, Utah 84770

DELAY AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

THIS AGREEMENT entered into this 3d day of FEBRUARY,
1995, by and between the City of St. George, a Utah municipal
corporation, hereinafter referred to as "City", and Fort Pierce
Development, L.C., a limited liability company, hereinafter
referred to as "Applicant", whose address is _____
and telephone number is _____.

W I T N E S S E T H :

WHEREAS, Applicant desires: (Check one and complete)

- _____ a conditional use permit (permit # _____)
_____ a building permit (permit # _____)
 X subdivision approval
_____ other (explain) _____

_____ from City for Fort Pierce Industrial Park whose address is _____
3850 South River Road _____:

(Check one and complete; in either case legal description of land
contiguous to where the below-described improvements are to be
installed or constructed, must be provided)

- X more particularly described in Exhibit "A" attached
hereto and incorporated herein by reference;

-or-

_____ more particularly described as follows:

and,

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RUSSELL SHIRTS * WASHINGTON CO RECORDER
1995 FEB 07 10:14 AM FEE \$24.00 BY CB
FOR: SOUTHERN UTAH TITLE CO

WHEREAS, the terms of the issuance of such permit(s) or approval(s) require Applicant to install and complete the following improvements: (Check one and complete)

_____ described in Appendix _____ attached hereto and incorporated herein by this reference;

-or-

X described as follows:

All improvements required by the City for a 50' road to complete any unimproved portion of 1700 East Street within the boundaries of the Fort Pierce Industrial Park plat, including: subgrade, gravel, surfacing, curb, gutter, sidewalks, street lights, and all incidental items to complete such road. Additionally, all improvements to extend all applicable utilities, including water, power and drainage to the east property line of the subdivision as required by the City.

and,

WHEREAS, City cannot grant such permit(s) or approval(s) until Applicant agrees to the conditions set forth hereunder regarding completion of the above-described improvements.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. City agrees to permit Applicant: (Check one and complete if required)

X to defer completion of the improvements until such time as written notice is sent to Applicant demanding installation or completion of any or all of the improvements;

-or-

_____ improvements shall be completed as follows (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 time table 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 60 days of the date of the written notice.

4. The cost of the improvements, 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 the 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, then 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 or complete any or all of the improvements. Should City exercise its option, Applicant shall reimburse to City, within 30 days of written notice to Applicant, all costs resulting from such 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 therefor, 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 all of the improvements required under this Agreement, Applicant 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 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. If any other public improvements come to within 200 feet or less of property subject to this agreement, then the Applicant shall complete the improvements contemplated herein without written notice and in accord with the times set forth in Paragraph 3.

12. 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 subsequent purchasers of the parties.

13. If the City commences legal action to enforce or interpret any term of this Agreement, City shall be entitled to recover from Applicant, all reasonable attorney's fees, court costs, and any other costs incurred in connection with such action, whether at trial or on appeal.

14. 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.

APPLICANT

By *Manfred Lanning*

Title *Manager*

(Signature(s) must be that of the record property owner(s) and must be notarized on the following page)

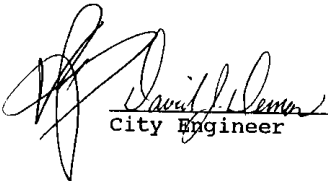
CITY

By *Sam Eplin*

Approved as to content:

Bob Nichols
City Community Development Director

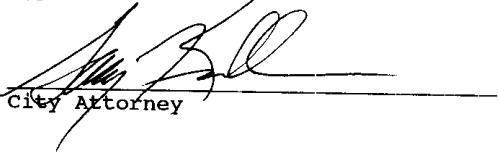
2/6/95
Date



City Engineer

2-6-95
Date

Approved as to form:



City Attorney

2-3-95
Date

APPLICANT NOTARY

(Complete only if Applicant is an Individual)

STATE OF)
) ss.
County of)

On this _____ day of _____, 19____, personally
appeared before me _____ the signer(s) of
the foregoing instrument who duly acknowledged to me that
he/she/they executed the same.

Notary Public

My commission expires:

(Complete only if Applicant is a Corporation)

STATE OF)
) ss.
County of)

On this _____ day of _____, 19____, personally
appeared before me _____, who being by me
duly sworn did say that he/she is the _____ of
_____ corporation, and that the
foregoing instrument was signed in behalf of said corporation by
authority of its Board of Directors and he/she acknowledged to me
that said corporation executed the same.

Notary Public

My commission expires:

(Complete only if Applicant is a Partnership)

STATE OF)
) ss.
County of)

On this ____ day of _____, 19____, personally appeared before me _____, who being by me duly sworn did say that he/she/they are the _____ of _____ a partnership, and that the foregoing instrument was duly authorized by the partnership at a lawful meeting held or by authority of its partnership agreement and signed in behalf of the partnership.

Notary Public

My commission expires:

(Complete only if Applicant is a Limited Liability Company)

STATE OF)
) ss:
County of)

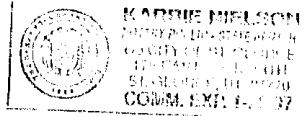
On this 3 day of Feb., 1995, personally appeared before me Mansfield L. Jennings, who being by me duly sworn did say that he/she/they are the Manager of FT. Berce Development LLC, a limited liability company, and that the foregoing instrument was duly authorized by the limited liability company at a lawful meeting held or by authority of its operating agreement and signed in behalf of the limited liability company.

Karinne Nielson

Notary Public

My commission expires:

1-26-97



LEGAL DESCRIPTION FOR
FORT PIERCE INDUSTRIAL PARK
DELAY AGREEMENT

EXHIBIT 'A'

SURVEYOR'S CERTIFICATE

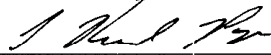
I, LLOYD RIED POPE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL ENGINEER AND REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE OF REGISTRATION NUMBERS 4401 AND 5921 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND PUBLIC STREETS TO BE KNOWN AS:

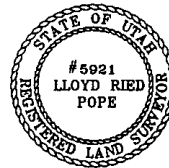
FORT PIERCE INDUSTRIAL PARK

AND THAT THE SAME HAS BEEN CORRECTLY STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION

BEGINNING AT THE EAST 1/4 CORNER OF SECTION 17, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N 89°44'59" E 329.86 FEET ALONG THE CENTER SECTION LINE; THENCE N 0°15'30" W 659.16 FEET; THENCE N 89°45'15" E 659.69 FEET; THENCE S 0°15'35" E 659.11 FEET; THENCE S 0°16'34" E 579.71 FEET; THENCE S 23°43'30" W 811.07 FEET TO A POINT ON THE 1/16 LINE; THENCE S 89°45'42" W 659.815 FEET ALONG THE 1/16 LINE TO A 1/16 CORNER; THENCE EXTENDING THE LINE S 89°45'42" W 1930.20 FEET TO A POINT ON A 2920.00 FOOT RADIUS CURVE TO THE LEFT (LONG CHORD BEARING IS N 18°44'19" E 560.27 FEET); THENCE NORTHEASTERLY 561.14 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF A 50.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT (LONG CHORD BEARING IS N 55°01'54" E 66.65 FEET); THENCE NORTHEASTERLY 72.95 FEET ALONG THE ARC OF SAID CURVE; THENCE S 83°10'11" E 768.20 FEET; THENCE N 6°49'49" E 66.00 FEET; THENCE N 83°10'11" W 754.27 FEET TO THE POINT OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT (LONG CHORD BEARING IS N 36°34'31" W 72.65 FEET); THENCE NORTHWESTERLY 81.32 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF A 2920.00 FOOT RADIUS REVERSE CURVE TO THE LEFT (LONG CHORD BEARING IS N 4°18'35" E 580.985 FEET); THENCE NORTHEASTERLY 581.95 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF A 7440.527 FOOT RADIUS COMPOUND CURVE TO THE LEFT (LONG CHORD BEARING IS N 1°35'47" W 51.078 FEET); THENCE NORTHWESTERLY 51.08 FEET ALONG THE ARC OF SAID CURVE; THENCE N 89°44'59" E 1668.76 FEET TO THE POINT OF BEGINNING.
CONTAINING 88.861 ACRES


LLOYD RIED POPE - PROFESSIONAL ENGINEER NO. 4401
REGISTERED LAND SURVEYOR NO. 5921



6-24-94

DATE: