



CK # 1104 ✓

WHEN RECORDED, RETURN TO:
Jody Stones, Recorder
200 S. Woodland Hills Drive
Woodland Hills, Utah 84653

ENT 58482:2019 PG 1 of 8
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Jun 26 4:04 pm FEE 40.00 BY MG
RECORDED FOR CITY OF WOODLAND HILLS

TELECOMMUNICATIONS UTILITY ENHANCEMENT AGREEMENT	
This TELECOMMUNICATIONS UTILITY ENHANCEMENT AGREEMENT (this "Agreement" is entered into this [8]th Day of APRIL, 2019 by and between the parties described below.	Utility Account # (same as your water account): 3601
PARTIES TO THIS AGREEMENT:	
Municipality: WOODLAND HILLS, UTAH (the "City")	
Customer: [DONALD ARROWSMITH] (the "Customer")	
<i>Customer Information:</i>	<i>Billing Information (if different):</i>
Property Address: 1120 E HIGHLINE Woodland Hills, Utah 84653	Billing Name: SAME
Telephone: 801-822-8846	Billing Address: SAME
Secondary Telephone: N/A	Billing Telephone: SAME
Email Address: chiefarrow@gmail.com	Billing Email Address: SAME
AGREEMENT:	
<p>The City and the Customer, intending to be legally bound, hereby agree as follows:</p> <ol style="list-style-type: none"> 1. By executing this Agreement, Customer requests and authorizes the City, or its contractors or subcontractors, to undertake those facilities and improvements necessary to connect the Customer (the "Network Connection"), at the Customer's property address listed above and more specifically described on Exhibit A hereto (the "Property"), to the City's fiber optic lines, connection lines, and related improvements (collectively, the "City Network") necessary to connect to telecommunications service providers offering telecommunications services over the City Network, and the Customer shall pay for the Network Connection as specified below under the "Payment" section, including the Security Addendum attached hereto. 2. Customer acknowledges and agrees that the City is not offering telecommunications services, but the City Network and the Network Connection will allow the Customer to choose from, and to contract separately with, third-party service providers currently providing telecommunications services over the City Network ("Telecommunications Service Providers"). Upon Customer's request, the City shall provide a list of current Telecommunications Service Providers. 3. Customer agrees that it shall not hold the City, neither its contractors, subcontractors, employees, agents, or officials liable for any damages caused in connection with the installation and operation of the Network Connection and the City Network. 4. This Agreement, and the payment provisions below, apply to a standard Network Connection, defined as scheduling, materials and labor for the placement of drop conduit, fiber cable, splicing, indoor fiber termination electronics, and a single Cat5e installation to the subscriber's router via the shortest and/or best route and distance available ("Standard Installation") as determined by installers. Customer-requested routes; cable fishing; or Customer preferences that increase the cost of the installation beyond the cost of a Standard Installation ("Custom Installations") will increase the payment listed below by the difference in cost to the City from the Standard Installation and the Custom Installation as quoted by the city's third-party installers and contractors. 5. After signing this Agreement, the Customer will have three (3) business days to rescind the Agreement and the promises made herein and receive full refund for any payments made hereunder by contacting the City's at recorder@woodlandhills-ut.gov, or by calling the city offices at 801.423.3900 or such other site as the City may maintain as its primary, official website. If not so cancelled as provided for in the previous sentence, Customer shall make the payments listed below, with interest as specified below, due beginning on the twentieth day of the calendar month following the day on which the Customer receives notice of completion of its Network Connection and continuing on the twentieth day of each calendar month until paid in full. 6. If any term, provision, covenant or condition of this Agreement or the attached Security Addendum, hereby incorporated by reference and made a part of this Agreement (the "Security 	

Addendum"), is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of such. In the event that all or any portion of this Agreement is found to be unenforceable, this Covenant or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the parties hereto; and the parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Agreement or that portion which is found to be unenforceable.

- The term of this Agreement will be until all amounts due from the Customer to the City hereunder have been paid in full, expected to be five (5) years (the "Term"). Upon satisfaction of all obligations hereunder, both parties agree to execute the documents necessary to release any records memorializing the Agreement on the real property records for the Utah County in the State of Utah.

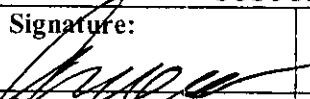
Customer Initials:	Customer Initials:	Customer Initials:	Customer Initials:
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PAYMENT:

- The principal amount for the Network Connection at Standard Installation is \$1,500 ("Connection Price"). The Customer understands that if hookup to the Property or Customer's preferences require more than a Standard Installation, the Connection Price stated above shall increase by the difference between the cost to the City of a Standard Installation and the cost of the Custom Installation.
- Customer shall make payment for the Connection Price as follows: \$150 (or the greater of \$150 or 10% of any Custom Installation) at the time of execution of this Agreement; payments of \$26 per month over 5 years (60 months) (representing an annual interest rate of 6.0%); the outstanding principal balance may be paid off at any time without any pre-payment penalties; upon the time of any sale or transfer of interest in the Property, Customer shall fulfill all payment obligations under this Agreement by causing moneys sufficient to satisfy any remaining principal balance due, together with interest accrued to date of payment and any late fees or penalties to be paid to the City.
- Customer and City agree and understand that the attached Security Addendum secures the promises made in this Agreement and creates a security interest against the Property, and the City may enforce any default of the Customer as provided in the Security Addendum.

In witness of the promises herein, the Customer and City and have caused this Agreement to be executed as of the day first listed above.

CUSTOMER:

Printed Name: DONALD ARROWSMITH	Signature: 	Printed Name:	Signature:
Printed Name:	Signature:	Printed Name:	Signature:

ON BEHALF OF THE CITY:

Name: Chris Helvey	Title: Director of Finance	Signature: C. Helvey
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SECURITY ADDENDUM TO TELECOMMUNICATIONS UTILITY ENHANCEMENT AGREEMENT

Recording

THIS SECURITY ADDENDUM TO TELECOMMUNICATIONS UTILITY ENHANCEMENT AGREEMENT is recorded against the real property located in Utah County, State of Utah (the "Property") being more particularly described on Exhibit A hereto. This Agreement and Security Addendum function as a financing Statement under Utah's Uniform Commercial Code as a fixture filing for the Collateral (as defined herein).

The recordation of this Agreement and Security Addendum is to provide notice of certain obligations, duties and responsibilities which run with the land, entered into by the current owner of the Property (referred to herein as "Customer") and the City. Such obligations include (without limitation) the payment of certain sums and/or amounts to the City, with an address of 200 South Woodland Hills Drive, Woodland Hills, Utah 84653, for a specified term as more fully described in the Agreement.

Agreement

NOW, THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

1. The Customer, in order to secure its promises, covenants, duties, and obligations under this Agreement, grants to the City a continuing security interest in all the following property of the Customer regardless of where located (collectively, the "Collateral"):
 - (a) All right, title, interest and estate of Customer in and to that certain real property situated in Utah County, State of Utah (herein called the "Property") as more particularly described in Exhibit A attached hereto and incorporated herein by this reference;
 - (b) All right, title, interest and estate of Customer now owned or hereafter acquired, in and to all buildings, improvements, works, structures, facilities and fixtures, including but not limited to, all plumbing, heating, ventilating, electrical and other mechanical systems; water heaters and water systems; air conditioning units; sewage systems; pipes, conduits, and wiring; all interior wall, floor, window and ceiling treatments and coverings (including but not limited to any carpeting, tile, paneling, drapery or blinds); and any future additions to and improvements and betterments now or hereafter constructed upon, and all parts, accessories and accessions to and all renewals and replacements of, any of the foregoing, which are now or hereafter shall be constructed or affixed or constructively affixed to the Property or to any portion of the Property (hereinafter, the "Improvements"), including all interests of the Customer in any agreements or contracts related thereto;

- (c) All easements, licenses, streets, ways, alleys, roads, passages, rights-of-way, waters, watercourses, and water rights (whether now owned or hereafter acquired by Customer and whether arising by virtue of land ownership, contract or otherwise), of any kind and nature, relating to or in any way appurtenant or appertaining to the Property or to any portion of the Property;
- (d) All awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the Property or any portion of the Property, the Improvements or any portion of the Improvements, or of any other improvements now or hereafter situate thereon or any estate or easement in the Property (including any awards for change of grade of streets).
- (e) The proceeds of insurance paid on account of partial or total destruction of the Improvements or any portion thereof.
- (f) All right, title, interest and estate of Customer in and to all rents, subrents, issues and royalties of and from the Property, the Improvements, or any portion of the Property or the Improvements, exclusive of trade receivables and inventory.

2. The security interest and lien created under this Agreement and Security Addendum shall exist and shall not terminate until all moneys due under this Agreement have been paid in full.

3. The Network Connection and the equipment and all other materials making up the Network Connection shall be, continue, and remain personal property, and shall not become a part of the Property until after Term or until after the Agreement otherwise expires, and City shall have a first lien on the materials and equipment furnished until all payments under this Agreement, whether evidenced by notes or otherwise, have been made. The City shall have the right to enter on the Property and remove the equipment and materials, at its option, for any failure of the Customer to comply with any of the terms or conditions of this Agreement or on the failure of the Customer to pay, when due, any of the notes evidencing any part of the indebtedness or payments to be made under and pursuant to this Agreement, the cost of such removal to be paid by the Customer. No alterations or additions to the Network Connection equipment shall be made during the life of this Agreement except with the prior written consent of the City.

4. In addition to any and all other remedies set forth herein, or any other remedy available to the City at law or in equity, in the event the Customer defaults, breaches, or otherwise violates the terms, provisions and/or conditions of this Agreement (including without limitation, Customer's failure to timely pay any amounts or funds due under the Agreement), the City shall have the right to collect any amounts of any kind related to such default, breach or other violation through use of the Collateral, and the City and Customer hereby agree that the services, work, and labor performed, or to be performed, by the City (and/or its agents, representatives, contractors, or subcontractors) enhances, benefits, and adds value on a continual basis to the Property; consequently, the City is hereby granted an interest in the Collateral to enforce and guaranty any such amounts due. To that end, Customer hereby agrees that the Collateral is, and shall hereafter continue to be, encumbered by this Agreement and

the obligations, duties, and responsibilities of Customer herein. The City and Customer acknowledge that the encumbrance of the Collateral described herein is consensual and has been agreed to mutually by both Customer and City. Customer hereby further grants the City the right to enforce its security interest created hereby in any way or manner permitted by law, including, but not limited to: (i) by any attachment of, or enforcement against, the Collateral, or (ii) by any means customarily or commonly granted to, or used by, a mortgagee or lender. Customer hereby grants the City the right to record against the Property and the Collateral in Utah County's public and/or real estate records and the State of Utah's designated office for Uniform Commercial Code filings a notice, memorandum, or similar document recording this Agreement and the terms herein, including the obligations of Customer herein.

5. Customer authorizes the City to execute and file on its behalf any further documentation or filing necessary in order to perfect the security interest created herein and shall, from time to time, at the Customer's expense, execute, deliver, file, and record any statement, assignment, instrument, document, agreement or other paper and take any other action (that from time to time may be necessary or desirable, or that the City may request, in order to create, preserve, perfect, confirm, or validate the lien created on the Collateral under this Security Addendum or enable the City to exercise and enforce any of its rights, powers and remedies with respect to any of the Collateral.

6. Covenants to Run with the Land: This Agreement and this Security Addendum and all of the provisions therein (including, without limitation, the obligations of Customer to pay all amounts due hereunder or described herein shall constitute covenants that run with the land and shall be binding upon all parties who hereafter acquire any interest in the Property, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns, and same shall inure to the benefit of the City. All parties who hereafter acquire any interest in the Property, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns shall comply with, and shall be subject to, the terms, provisions, and conditions of the Agreement, and all obligations, duties, and responsibilities of Customer described or contemplated in this Security Addendum. By acquiring any interest in the Property, the party acquiring such interest consents to, and agrees to be bound by, each and every term and provision of the Agreement and this Security Addendum without the need for any further or additional approval, consent or agreement by such party.

In witness whereof, the City and the Customer have caused this Security Addendum to be executed as of the day first stated on the Agreement above:

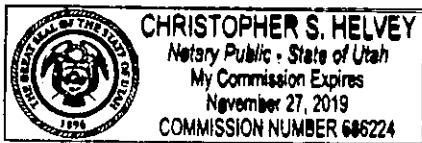
CITY

By: Jody Stones
 Name: Jody Stones
 Its: City Recorder

STATE OF UTAH)
 :SS.
 COUNTY OF ~~SALT LAKE~~)
 Utah

The foregoing instrument was acknowledged before me this 27 day of ^{Month} January, 2019 by
Jody Stones, the Recorder of the City of Woodland Hills, State of Utah.

C Helvey
 NOTARY PUBLIC



CUSTOMER

By: DONALD ARROWSMITH
Name:

STATE OF UTAH)
)SS.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 20 day of March, 2019 by Donald Arrowsmith as Customer.



Jessica Marie Lewis
NOTARY PUBLIC

By: _____
Name: _____

STATE OF UTAH)
)SS.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____ as Customer.

NOTARY PUBLIC

By: _____
Name: _____

STATE OF UTAH)
)SS.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____ as Customer.

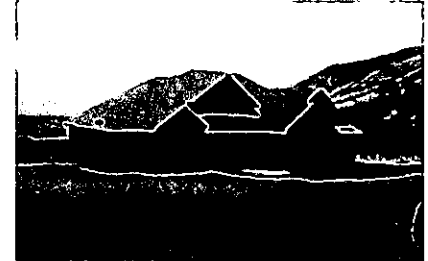
NOTARY PUBLIC

PROPERTY INFORMATION

[mobile view](#)

Serial Number: 55:053:0076 **Serial Life:** 1981...

Property Address: 120 E HIGHLINE DR - WOODLAND HILLS
Mailing Address: 120 E HIGHLINE DR WOODLAND HILLS, UT 84653-2072
Acreage: 1.01078
Last Document: [33760-2006](#)



Total Photos: 1

[Subdivision Map](#)

[Filing](#)

Legal Description: LOT 162, PLAT B, WOODLAND HILLS PDG SUB AREA
 1.011 AC.

Owner Names	Value History	Tax History	Location	Photos	Documents
2019...	ARROWSMITH, DONALD				
2019...	ARROWSMITH, PATRICIA				
2007-2018	ARROWSMITH, DONALD				
2007-2018	ARROWSMITH, PATRICIA				
2003-2006	SHUMWAY, GARY L				
2003-2006	SHUMWAY, SANDRA J				
1999-2002	SHUMWAY, GRANT L				
1999-2002	SHUMWAY, SANDRA J				
1993-1998	SHUMWAY, GARY L				
1993-1998	SHUMWAY, SANDRA				
1991-1992	JENSEN, JODY MARIE				
1991-1992	JENSEN, KENNETH JOHN JR				
1991NV	SMITH, R BRENT				
1990	BUSHNELL, DAN S				
1982-1989	BUSHNELL, D D				
1982-1989	LOAFER LAND TRUST				
1981	BUSHNELL D D				
1981	LOAFER LAND TRUST				

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