

Woolley Ropner
Woolley Ropner
Associates Pops

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SALT LAKE COUNTY
COMMISSIONER CLERK

MAR 9 9 21 AM '83

KATHLEEN L. LARSON
RECORDING
SALT LAKE COUNTY
UTAH

PROTECTION STRIP AGREEMENT

3767157

THIS AGREEMENT is made and executed this 7th day of MARCH, 1983, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter called COUNTY, and WOOLLEY-ROPNER ASSOCIATES subdivider herein, hereinafter referred to as SECOND PARTY.

W I T N E S S E T H:

THAT WHEREAS, SECOND PARTY has submitted a subdivision plat designated as GREEN MEADOW ESTATES PLAT 4 to COUNTY for its acceptance and approval, and

WHEREAS, said subdivision plat contains a parcel of land therein designated as a protection strip which is adjacent to and runs along THE WEST SIDE OF 8140 WEST STREET for a distance of approximately 720 feet and which is more particularly described as follows:

Beginning at the Southwest corner of Green Meadow Estates No. 4, said point also being North 520.52 feet and West 1041.98 feet from the Southeast corner section 20, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence running North 20°15'30" East 719.77 feet; thence South 69°44'30" East 1.00 feet; thence South 20°15'30" West 719.77 feet; thence North 69°44'30" West 1.00 feet to the point of beginning.

Contains 720 square feet.

and,

WHEREAS, Section 19-6-3 of the Revised Ordinances of Salt Lake County, 1966, as amended, permits a protection strip to be retained by a subdivider upon approval and agreement therefor.

NOW THEREFORE, in consideration of the mutual promises as set forth herein, the Parties agree as follows:

1. COUNTY will approve said plat and allow the one foot protection strip shown thereon to be retained in ownership by the

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subdivider under the terms and conditions hereof.

2. SECOND PARTY agrees that at the time when the owner or owners of the property situated adjacent and contiguous to the protection strip referred to above desires to enter upon and have access to 8140 WEST STREET and to cross the said protection strip, that SECOND PARTY will convey said protection strip to the owners of the said adjacent and contiguous property upon payment by such owner or owners to the SECOND PARTY an amount, together with interest thereon, as follows:

1. Full cost of the land in the protection strip	\$ <u>1,440.00</u>
2. 50% of the cost of the land in the street along the protection strip	<u>28,800.00</u>
3. Full cost of the curb and gutter along and next to the protection strip	<u>4,320.00</u>
4. Full cost of the sidewalk along and next to the protection strip	<u>3,600.00</u>
5. 50% of the cost of the water main in the street along the protection strip	<u>2,520.00</u>
6. 50% of the cost of the sewer line in the street along the protection strip	<u>3,600.00</u>
7. 50% of the cost of the street surfacing along the protection strip	<u>8,640.00</u>
Total principal amount	\$ <u>52,920.00</u>

Interest shall be paid on the above total principal amount beginning from the date hereof until paid at the rate of _____% per annum, not compounded during the term of this agreement.

3. This Agreement shall be binding upon the parties hereto and their heirs, administrators, assigns, devisees, representatives and successors in interest.

IN WITNESS WHEREOF, the parties have subscribed this Agreement and have caused the same to be duly executed this 7th

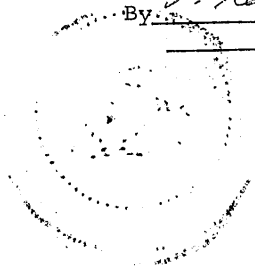
day of MARCH, 1983.



ATTEST:

By: [Signature]

Salt Lake County
Clerk



SALT LAKE COUNTY:

By: [Signature]
Chairman
Board of County Commissioners

[Stamp]
18 Feb 1983
[Signature]

SECOND PARTY:

Woolley Rapner Associates

By: [Signature]
Name: Kenneth M Woolley
Title: Managing General Partner