

PROTECTION STRIP . CEMENT

4136865

THIS AGREEMENT is made and executed this 3 day of May, 1985, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter called COUNTY, and Granite School District subdivider herein, hereinafter referred to as SECOND PARTY.

WITNESSETH:

THAT WHEREAS, SECOND PARTY has submitted a subdivision plat designated as Winder Meadows Subdivision No. 1 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 Winder Meadow Circle for a distance of approximately 54 feet and which is more particularly described as follows:

Beginning at the Northwest corner of Lot 15, Winder Meadows Subdivision No. 1, as recorded with the Office of the Salt Lake County Recorder, and running thence Northwesterly along the arc of a 50.0 foot radius curve to the right 54.38 feet; thence South 58°41'23" West 8.94 feet; thence South 61°30'32" East 61.63 feet; thence North 3°37'41" West 10.15 feet to the point of beginning

Rebecca Gray  
REBECCA GRAY

*No Fee*

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SALT LAKE COUNTY

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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 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 Winder Meadows Circle 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	\$ 315
2.	50% of the cost of the land in the street along the protection strip	634
3.	Full cost of the curb and gutter along and next to the protection strip ✓	425
4.	Full cost of the sidewalk along and next to the protection strip ✓	350
5.	50% of the cost of the water main in the street along the protection strip	270
6.	50% of the cost of the sewer line in the street along the protection strip	N/A
7.	50% of the cost of the street surfacing along the protection strip	423
	Total principal amount	\$2417

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Interest shall be paid on the above total principal amount beginning from the date hereof until paid at the rate of 12 % 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 21<sup>st</sup> day of May ~~September~~, 1985.

SALT LAKE COUNTY

ATTEST:

By

[Signature]

Chairman

Board of County Commissioners

[Signature]  
Salt Lake County Clerk

[Signature]  
Deputy County Clerk  
Date 20<sup>th</sup> Sept 1985

SECOND PARTY  
BOARD OF EDUCATION  
OF GRANITE SCHOOL DISTRICT

By

[Signature]

Name William H. Leiter

Title Assistant Superintendent

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STATE OF UTAH )  
 : ss.  
County of Salt Lake )

On this 11<sup>th</sup> day of Sept., 1985, personally appeared before me D. Michael Stewart and H. Dixon Hindley, who being by me duly sworn, did say that they are the Chairman and County Clerk, respectively, of Salt Lake County, a political subdivision of the State of Utah, and that they executed the foregoing instrument on behalf of said County by authority of a motion of the Board of Commissioners of Salt Lake County, and said persons acknowledged to me that said corporation executed the same.

My Commission Expires:

Aug 30, 1988

Isabelle Valenzuela  
NOTARY PUBLIC, Residing at  
Salt Lake County, Utah

STATE OF UTAH )  
 :  
County of Salt Lake )

On this 10<sup>th</sup> day of September, 1985, personally appeared before me William H. Leiter, who being by me duly sworn did say that he is the Assistant Superintendent of the Board of Education of Granite School District, and that the foregoing instrument was signed in behalf of said school district by authority of the Board of Directors of Granite School District and the said William H. Leiter acknowledged to me that said Board of Education of Granite School District executed the same.

My Commission Expires:

8-20-86

Reiko Patoka  
NOTARY PUBLIC, Residing at  
Salt Lake County, Utah

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