

WEBER COUNTY

HOLDING STRIP

AGREEMENT

(To Run With the Land)

This agreement entered into this 10th day of October, 1998, by and between _____, hereinafter referred to as the Owners, and Weber County, a Municipal Corporation of the State of Utah, hereinafter referred to as the County.

WHEREAS, the owners have subdivided a subdivision in the County known as Holgate Subdivision located in Section(s) 29 Township 6 North, Range 2 West _____, Salt Lake Base and Meridian, and

WHEREAS, it is necessary for the owners in developing the subdivision to construct a public street and install the improvements therein, which in addition to benefitting the land within the subdivision would also benefit land adjacent thereto, if and when that land is subdivided, and

WHEREAS, it is necessary to provide for extension of the street so constructed by the Owners in the event the adjacent land is developed, and it is equitable that in the event of that extension, the owners should be reimbursed for the improvements and land within the street provided by them which benefits that future development,

NOW, THEREFORE, it is agreed between the parties as follows:

- 1. The Owners shall remain the owners of the following described one (1) foot wide holding strip along the East side of the street known as 4900 West Street within the subdivision created by them and more particularly described as follows:

A ONE-FOOT HOLDING STRIP WITHIN THE NORTHWEST QUARTER OF SECTION 29, T.6N., R.2W., S.L.B.&M., U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS S89°02'15"E ALONG THE QUARTER SECTION LINE 1327.78 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 29; THENCE N00°25'30"E 871.46 FEET; THENCE N89°27'49"W 1.00 FOOT; THENCE S00°25'30"W 871.45 FEET; THENCE S89°02'15"E 1.00 FOOT TO THE POINT OF BEGINNING, CONTAINING 871 SQUARE FEET.

- 2. At any time within a ten (10) year period from the date of this agreement, the Owners, at the request of any appropriate County official, agree to dedicate the one (1) foot holding strip described above for public street purposes upon the payment to them of the then value of the land in one-half the width of said 4900 West Street abutting the holding strip together with the then value of one half of the special improvements installed by the owners in that abutting street width.
- 3. The amount of the payment to the Owners shall be determined by negotiations between the Owners and the developer of the property benefitted by those improvements. In the event no agreement can be made by those negotiations, the amount shall be determined by the then Weber County Engineer and his determination shall be binding on the parties here involved.
- 4. In the event that, prior to the expiration of the said ten (10) year period, the Owners have not dedicated all of said one (1) foot holding strip pursuant to the provisions of paragraphs 2 and 3, then and in that event, the Owners shall forthwith dedicate to the County said holding strip for public street purposes without reimbursement.
- 5. Owners agree to pay all costs and expenses, including reasonable attorney's fees, which may be incurred by County in the enforcement of the provisions of this Agreement.
- 6. This Agreement shall bind the successors in interest and assigns of the owners and shall be a covenant running with the land.

E: 1586241 BK 1968 PG 149
DUG CROFTS, WEBER COUNTY RECORDER
02-NOV-98 154 PM FEE \$,00 DEP MB
REC FOR: WEBER.COUNTY.PLANNING

DATED this 30 day of Oct, 1998

[Signature]
Owner

[Signature]
Owner

STATE OF UTAH)
) SS
COUNTY OF WEBER)

On the 30 day of October, 1998 personally
appeared before me _____ the signer(s) of the
foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

[Signature]
Notary Public
Residing at:

APPROVED AS TO FORM:

[Signature]
Weber County Attorney

FOR WEBER COUNTY:

[Signature]
Weber County Commission Chairperson

ATTEST:

by [Signature]
Weber County Clerk

Admin Assistant,
Clerk/Auditor