

RESOLUTION 2022-1-4-3

A RESOLUTION OF HUNTSVILLE TOWN, UTAH, to ratify and continue into an agreement with Jeff and Jenna Holt that reimbursement and donations of additional Right of Way along 6900 East should be donated to the Town of Huntsville should any current or future owner of Parcel #200100010 desire access to develop said parcel.

WHEREAS, Huntsville Town (hereafter "Town") is a municipal corporation duly organized and existing under the laws of the State of Utah;

WHEREAS, the Town Council is the municipal legislative body;

WHEREAS, the Town entered into the right of way agreement with Jeff and Jenna Holt in 2004 when the extension of 6900 East was constructed;

WHEREAS, the 2004 agreement between the Town and the Holt's when the Ticklehook Subdivision entered their permitting process, is accurately described in the agreement known as Exhibit "A";

WHEREAS, the Town desires to uphold the described agreement by requiring current and future owners of parcel #200100010 to 1) Donate to the town the additional 33-foot strip of land along the entire Eastern boarder of Parcel #200100010, in order to bring the entire width of the ROW on the 6900 East Road Extension to 66 feet as originally contemplated, and 2) Reimburse Jeffrey D. Holt for 50% of the \$63,500 cost to build the road extension and extend utilities along 6900 East, together with interest compounded at a rate of 3% per annum, and 3) Reimburse Jeffrey D. Holt for 50% of the value of the donation of the Key land parcels for the first 146 feet of the ROW;

WHEREAS, the Huntsville Town Council desires to ratify that Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Huntsville Town Council as follows;

Section 1. Ratification. That the Agreement between Huntsville Town and Jeff and Jenna Holt, attached hereto as Exhibit "A" and incorporated herein by this reference is hereby ratified by the Town Council and shall continue in full force and effect according to the terms of the Agreement.

Section 2. Effective Date. This Resolution is effective immediately upon adoption by the Town Council.

VOTES	AYE	NAY	RECUSED	EXCUSED
Mayor Jim Truett	X			
CM Max Ferre'	X			
CM Wendy McKay	X			
CM Richard Sorensen	X			
CM Kevin Anderson	X			

PASSED AND ADOPTED by the Town Council on this 4th day of January, 2022.


JIM TRUETT, Mayor

ATTEST:


BECKKI ENDICOTT, Clerk



RECORDED this 4th day of January 2022.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provision of U.C.A. §10-3-713, 1953 as amended, I, the municipal clerk of Huntsville Town, hereby certify that foregoing resolution was duly passed and published, or posted at

1) Town Hall 2) www.huntsvilletown.com 4) pmn.gov


Huntsville Town Clerk

DATE: 1-4-2022

EXHIBIT A
Agreement
between

HUNTSVILLE TOWN
7309 East 200 South
Huntsville, UT 84317

and

Jeffrey D. Holt
330 North 6900 East
Huntsville, UT 84317

Recitals

- 1) During the summer of 2004, Jeffrey D. Holt was an owner of approximately 6.34 acres in Huntsville, Utah, known and plated as the Ticklehook Subdivision, and
- 2) Until October 22, 2021, Cecil J. "Jim" Bradbury owned Parcel 200100010, approximately 5.23 acres, recorded as the C JAMES BRADBURY & CONSTANCE J BRADBURY REVOCABLE TRUST, and
- 3) Parcel 200100010 is located directly West of the Ticklehook Subdivision as described above, and
- 4) As part of their permitting process for their new residence in 2004, the Town of Huntsville entered into an agreement with Jeffrey D. and Jenna A. Holt wherein the Holts:

- a) Donated a full-width right-of-way (ROW) of 66 feet for 62' into the property
- b) Donated a $\frac{3}{4}$ -width ROW for another 80 feet between the two properties.
- c) Donated a $\frac{1}{2}$ -width ROW (33.12') for another 190' between the two properties.
- d) Constructed, installed and donated the roadway and extension of all utilities for some distance along the joint boundary within the donated ROW, and

5) In land transactions where parcels are developed in different time frames, one developer may need to advance the donation of land and construct roads and utility extensions ahead of the needs of the developers of other interior parcels who may eventually benefit from such access, transportation, utility connection and other expenditures. In such cases proportional reimbursements to the original developer for such costs, at the time of subsequent development, are a common practice. The Town of Huntsville,

Jeffrey D. Holt and James Bradbury agreed in 2004 that this development convention would apply in this case, with these properties, and

6) Whereas officials of Huntsville Town directed Jeffrey Holt in 2004 to contact Jim Bradbury to offer access to the eastern side of the Parcel 200100010, and seek reimbursement for 50% of the costs of construction of the road and utility extensions and reimburse the Holts for 50% of the additional ROW donated for such access. Jim Bradbury and Jeffrey Holt discussed the issue at that time. Jim Bradbury stated that he did not think that he would be developing the property in the near future. He stated that he would rather defer payment of his share of these amounts to the eventual time of development of his property. Jeffrey Holt agreed to advance the donation of

- the Key right-of way-pieces and advance payment of the full costs of the road and utilities into the site, and agreed to a deferral of the reimbursement amounts to the time of the eventual development of parcel 200100010, and
- 7) Whereas, donation of the first 146 feet allowed for a possible “key access” to the Jim Bradbury property and thence along the entire length of the East Side of said parcel 200100010. Extension of the primary and secondary water, electricity and telephone utilities along the eastern boundary would also allow parcel 200100010 access to such utilities (and fire protection) and street frontage on town streets for additional developable lots along the eastern side of the said property, and
- 8) Whereas the cost of such road and utility improvements was \$63,500 at the time of construction (summer of 2004). Construction cost does not include the cost of donating the FULL and 3/4 width of ROW sections, for the first 146’.
- 9) Whereas, Jeffrey Holt and James Bradbury have had a recent conversation in the first part of October of 2021, wherein they agreed that the above-described liabilities were still pending, and James Bradbury stated that the time to develop or subdivide parcel 2000100010 was still uncertain and certainly still at some point in the future, and
- 10) Whereas, within days of this phone call, on October 22, 2021, the C JAMES BRADBURY & CONSTANCE J BRADBURY REVOCABLE TRUST sold parcel 200100010 to a third party.

Therefore, the Town of Huntsville and Jeffrey D. Holt agree as follows:

1. The Town of Huntsville Utah (the “Town”) and Jeffrey D. Holt agree that the ROW extending 6900 East to the North was donated as described above

and the Town Road was constructed and utilities were extended along the East side of Parcel 200100010. All such improvements were properly donated by Jeffrey D. Holt and were accepted by the Town.

2. The original intention and agreement to have the owners of parcel 200100010 reimburse the Jeffrey D. Holt for 50% of the costs incurred and donations made in 2004, and donate an additional 33' strip of ROW along 6900 East, by and on such future date that the owners of Parcel 200100010 may desire to develop, subdivide or build on said Parcel, has not changed.
3. Should any current or future owner of Parcel 200100010 desire:
 - a. access onto the Parcel from 6900 East, and/or
 - b. connection to utilities anywhere along 6900 East, and/or
 - c. the ability to include the frontage along 6900 East as Town Road Frontage pursuant to a development or subdivision review by the Town of Huntsville,

the applicant/owners of Parcel 200100010 will be required by the Town of Huntsville, prior to the Town granting to Parcel 200100010, any development or subdivision approval and/or building permit for any structure or use, to:

- I) donate to the Town the additional 33-foot strip of land along the entire Eastern border of Parcel 200100010, in order to bring the entire width of the ROW on the 6900 East Road Extension to 66 feet as originally contemplated, and
- II) Reimburse Jeffrey D. Holt for 50% of the \$63,500 cost to build the road extension and extend utilities along 6900 East, together with interest compounded at a rate of 3% per annum, and

III) Reimburse Jeffrey D. Holt for 50% of the value of the donation of the Key land parcels for the first 146 feet of the ROW, using comparable values from 2004, such valuation not to exceed \$20,000, together with interest compounded at a rate of 3% per annum.

4. This agreement will be recorded against Parcel 200100010 at the office of the Weber County Recorder so that current and future owners may understand the nature of the previous agreements and requirements to develop, subdivide and/or build on said Parcel.
5. This agreement shall expire 10 years from the date of execution below. Such expiration will in no way change the facts stated in the recitations above, nor does such expiration prohibit the parties from extending this agreement or replacing it with a new agreement.

Huntsville Town


Mayor

Date

Jan 4, 2022

State of Utah

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County of Weber

On this 4th day of Jan, in the year 20 22, before me, Shannon Smith a notary date month year notary public name public, personally appeared Cecil J. Bradbury, proved on the basis of satisfactory name of document signer evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same. Witness my hand and official seal.


Jeffrey D. Holt



_____ Date _____

State of Utah

§

County of _____

On this _____ day of _____, in the year 20____, before me, _____ a
notary date month year notary public name public, personally appeared Jeffrey D. Holt, proved
on the basis of satisfactory name of document signer evidence to be the person(s) whose
name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the
same. Witness my hand and official seal.

EXHIBIT B

Parcel 200100010

PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT EAST 12.37 CHAINS AND NORTH 2D08' WEST 20.02 CHAINS FROM THE SOUTHWEST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE EAST 7.66 CHAINS; THENCE SOUTH 4D40' EAST 462.88 FEET; THENCE WEST 533.61 FEET; THENCE NORTH 2D08' WEST 451.61 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING. SUBJECT TO A 16.5 FOOT RIGHT-OF-WAY OVER THE SOUTH SIDE THEREOF (632-301).