

When Recorded Please Return To:
Salt Lake County Public Works Engineering
Attn: Michelle McCabe
2001 S. State St., Ste. N3-120
Salt Lake City, UT 84190

County Parcel No.:

Sidwell Map No.:

Space above for County Recorders Use

AGREEMENT AND LICENSE TO ENCROACH

UPON A PUBLIC RIGHT-OF-WAY

THIS AGREEMENT entered into this _____ day of _____ 20____, between _____ METRO TOWNSHIP, a municipal corporation of the State of Utah (“METRO”), and _____, an individual (“LICENSEE”). Both METRO and LICENSEE may be jointly referred to as the “Parties.”

WHEREAS, LICENSEE is the lessee of property at _____
_____ Salt Lake County, Utah, more particularly described as follows:

WHEREAS, LICENSEE wishes to construct a _____ within the right-of-way of _____ under the terms and conditions set forth herein;

WHEREAS, METRO agrees to allow for such an encroachment, subject to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, terms, and conditions herein, the parties agree as follows:

1. LICENSEE acknowledges that _____ is a METRO right-of-way and that the requested license is to construct a _____ that will encroach on said _____ METRO right-of-way approximately _____ feet.

2. METRO hereby grants to LICENSEE, a revocable license to encroach upon the right-of-way of _____ for the purpose of constructing a _____ thereon in accordance with plans and specifications to be approved in writing by the Salt Lake County Public Works Department.

3. Satisfactory maintenance of said _____ shall be the responsibility of LICENSEE/S, at his expense and LICENSEE shall not expand, enlarge or change the location thereof in any way without written permission from METRO or METRO's agent. METRO's agent is Salt Lake County Public Works Engineering, or any other authorized agent of the METRO.

4. METRO specifically reserves the right to revoke the license granted LICENSEE herein. Said right of revocation may be exercised by METRO in its absolute discretion for any reason whatever. LICENSEE/S agrees that the METRO may exercise said right of revocation, notwithstanding the fact that LICENSEE/S may have expended money and labor to construct and maintain said _____ authorized pursuant to the license granted herein.

5. In the event METRO invokes its right of revocation, said revocation shall become effective thirty (30) days after written notification of revocation is mailed to LICENSEE. Within said thirty (30) day period LICENSEE/S shall, at his/her own expense, remove said _____ from _____ and restore said right-of-way as a

METRO road consistent with the condition of said road adjacent thereto. If LICENSEE/S fails to remove the _____ within such time, METRO may remove it and all reasonable costs incurred by METRO or METRO's agent in doing so shall constitute a lien upon the LICENSEE's property.

6. LICENSEE agrees to indemnify and hold METRO and METRO's agent harmless from any and all claims for injury, death, loss or damages arising from the installation, removal, or maintenance of the _____ by LICENSEE in interest pursuant to the license granted hereunder.

7. The license granted LICENSEE/S herein shall be permitted to extend to heirs, assignees, or successors in interest of LICENSEE/S, under the same terms and conditions set forth herein.

8. NOTICE. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows:

If to METRO: _____

If to GRANTEE: _____

9. This written agreement constitutes the entire agreement between the parties and may be amended only by written agreement properly executed by the parties. No verbal instructions, understandings, etc., nor letters or documents signed by one of the parties shall be permitted to operate as an amendment to this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and License on the date first above written.

_____ METRO TOWNSHIP

By: _____
METRO TOWNSHIP MAYOR

Print: _____

Date: _____

APPROVED AS TO FORM:

By: _____
METRO TOWNSHIP ATTORNEY

Print: _____

Date: _____

GRANTEE:

Name: _____

Signature: _____

Address: _____

Date: _____

(Must be notarized, see attached)

COMPLETE IF PRINCIPAL IS AN INDIVIDUAL

STATE OF UTAH)
 :SS

County of Salt Lake)

On this _____ day of _____, 20____, personally appeared
before me _____, the signer(s) of the foregoing instrument, who
duly acknowledged to that s/he (they) executed the same.

NOTARY PUBLIC
Residing in _____

My Commission Expires:

COMPLETE IF PRINCIPAL IS A PARTNERSHIP

STATE OF UTAH)
 :SS

County of Salt Lake)

On this _____ day of _____, 20____, personally appeared
before me _____, the signer(s) of the foregoing instrument, who
duly acknowledged to that s/he (they) executed the same.

NOTARY PUBLIC
Residing in _____

My Commission Expires:

COMPLETE IF PRINCIPAL IS A CORPORATION

STATE OF UTAH)
 :SS

County of Salt Lake)

On this _____ day of _____, 20____, personally appeared
before me _____, the signer(s) of the foregoing instrument, who
duly acknowledged to that s/he (they) executed the same.

NOTARY PUBLIC
Residing in_____

My Commission Expires:

COMPLETE IF PRINCIPAL IS AN LLC

STATE OF UTAH)
 :SS

County of Salt Lake)

On this _____ day of _____, 20____, personally appeared
before me _____, the signer(s) of the foregoing instrument, who
duly acknowledged to that s/he (they) executed the same.

NOTARY PUBLIC
Residing in_____

My Commission Expires:
