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 thisday of
20, between SALT LAKE COUNTY, a body corporate and politic of the State of Utah
("COUNTY"), and, an individual
("LICENSEE"). Both COUNTY and LICENSEE may be jointly referred to as the "Parties."
WHEREAS, LICENSEE is the owner 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, COUNTY agrees to allow for such an encroachment, subject to the terms of this
Agreement.

parties agree as follows: 1. LICENSEE acknowledges that _____ is a COUNTY right-of-way_____ feet in width and that the requested license is to construct a that will encroach on said COUNTY rightof-way. 2. COUNTY hereby grants to LICENSEE, a revocable license to encroach upon the right-ofway 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. Satisfactory maintenance of said shall be the 3. 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 COUNTY. 4. COUNTY specifically reserves the right to revoke the license granted LICENSEE herein. Said right of revocation may be exercised by COUNTY in its absolute discretion for any reason whatever. LICENSEE/S agrees that the COUNTY 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 COUNTY 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 COUNTY road consistent with the condition of said road adjacent thereto. If LICENSEE/S fails to remove the _____ within such time, COUNTY may remove it and all reasonable costs incurred by COUNTY in doing shall constitute lien upon the LICENSEE's property SO a at

NOW, THEREFORE, in consideration of the covenants, terms, and conditions herein, the

6.	LICENSEE agrees to indemnify and hold COUNTY harmless from any and all claims for
	injury, death, loss or damages arising from the installation, removal, or maintenance of
	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 COUNTY:	Salt Lake County Engineering ATTN: Division Director 2001 South State Street, N3-120
	Salt Lake City, UT 84190
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.

	SALT LAKE COUNTY
	By COUNTY MAYOR OR DESIGNEE
ADMINISTRATIVE APPROVAL:	
By:	
Date:	_
APPROVED AS TO FORM:	
By: Deputy District Attorney	
Print:	
Date:	
	GRANTEE:
	Name:
	Signature:
	Address:
	Date:
	(Must be notarized see attached)

COMPLETE IF PRINCIPAL IS AN INDIVIDUAL

:ss County of Salt Lake)	
On this day of me acknowledged to that s/he (they) e	
My Commission Expires:	NOTARY PUBLIC Residing in
	COMPLETE IF PRINCIPAL IS A PARTNERSHIP
STATE OF UTAH)	COMI LETE II TRINCH AL IS A TARTNERSHI
:ss County of Salt Lake)	
me the	, 20, personally appeared before, who being by me duly sworn, did say that s/he is of
me the	, who being by me duly sworn, did say that s/he is of ing instrument was signed in behalf of said partnership and that
theA partnership, and that the foregone	, who being by me duly sworn, did say that s/he is of ing instrument was signed in behalf of said partnership and that

COMPLETE IF PRINCIPAL IS A CORPORATION

STATE OF UTAH	
	:SS
County of Salt Lake)	
o/ho is the	, who being by me duly sworn, did say that
s/ne is the	ofa
	corporation, and that the foregoing instrument was signed in authority of its Board of Directors, and s/he acknowledged to me d the same.
	NOTARY PUBLIC Residing in
My Commission Expires:	
	COMPLETE IF PRINCIPAL IS A LLC
STATE OF UTAH	
County of Salt Lake)	:SS
me	, 20, personally appeared before, who being by me duly sworn, did say that s/he is of a limited
liability company, and that the	ne foregoing instrument was signed in behalf of said limited liability operating agreement/articles of organization and s/he acknowledged
	NOTARY PUBLIC
My Commission Expires:	Residing in