



WHEN RECORDED, PLEASE RETURN TO:

Millcreek City Hall  
3330 S 1300 E  
Millcreek, UT 84106

## **Encroachment/License Agreement**

This Encroachment/License Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between \_\_\_\_\_ (“\_\_\_\_\_”), whose address is \_\_\_\_\_, and Millcreek a Utah municipality (“City”), whose address is 3330 South 1300 East, Millcreek, UT 84106.

### **Recitals**

- A. The City owns certain real property (“Encroachment Property”) that is described on attached exhibit “A.” The Encroachment Property is located immediately adjacent to real property owned by \_\_\_\_\_ (“Property”) that is described on attached exhibit “B.”
- B. \_\_\_\_\_ has requested permission to encroach on the Encroachment Property to install and maintain landscaping.
- C. The City is willing to agree and allow the encroachment, upon the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. \_\_\_\_\_ acknowledges that the Encroachment Property is City property/right-of-way and that the Encroachment Improvements as describe below encroaches on the Encroachment Property.
2. The City hereby agrees and consents to an encroachment (“Encroachment”) and grants to \_\_\_\_\_, a revocable license to encroach upon the Encroachment Property for the purpose of installing, constructing, operating, maintaining, inspecting, repairing, and replacing landscaping upon the Encroachment Property (referred to as “Encroachment Improvements”) that benefits the Property.

3. Cost to construct, install, and maintain the Encroachment Improvements shall be the sole responsibility of \_\_\_\_\_ and \_\_\_\_\_ shall maintain the Encroachment Improvements to the satisfaction of the City.

4. The City specifically reserves the right to revoke the Encroachment granted herein. The right to revoke may be exercised by the City in its absolute discretion for any reason or no reason. \_\_\_\_\_ agrees that the City may exercise the right of revocation, notwithstanding the fact that \_\_\_\_\_ may have expended money and labor to install and maintain the Encroachment Improvements.

5. In the event the City invokes its right of revocation, said revocation shall become effective thirty (30) days after written notification of revocation is delivered to \_\_\_\_\_. Within said sixty (60) day period \_\_\_\_\_ shall at his own expense, remove the Encroachment Improvements and restore the Encroachment Property to a reasonable condition.

6. The provisions of this Agreement shall run with the land and be in perpetuity and shall be binding upon any person or entity having or acquiring any right, title, and interest in or to any portion of the Encroachment Property or Property or any other property associated therewith.

7. This Agreement shall not be assigned or transferred by either party without the prior written consent of the other party.

8. \_\_\_\_\_ or the City may cause this Agreement to be recorded.

9. \_\_\_\_\_ agrees to indemnify and hold the City harmless from any and all claims, injuries, death, loss, or damage arising from installation, removal, or maintenance of Encroachment Improvements.

10. 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 to the address set forth above.

11. This written Agreement, including exhibits, constitutes the entire agreement between the parties and may be amended only by written agreement, properly executed by the parties.

12. The parties shall perform those acts and/or sign all documents required by this Agreement and which may be necessary to effectuate the terms of this Agreement.



## Exhibit A

(insert legal of Encroachment Property)

**Exhibit B**  
(insert legal of Property)