



**AGREEMENT AND LICENSE TO ENCROACH
UPON A PUBLIC RIGHT-OF-WAY**

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

WHEREAS, LICENSEE is the owner of property at _____, UT _____, 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, CITY 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 CITY right-of-way and that the requested license is to construct _____ that will encroach on said CITY right-of-way.

2. CITY hereby grants to LICENSEE, a revocable license to encroach upon the right-of-way of _____ for the purpose of constructing _____ thereon in accordance with plans and specifications to be approved in writing by the City or CITY's agent. CITY's agent is Millcreek Engineering Department, or any other authorized agent of the CITY.

3. Satisfactory maintenance of said encroachment/s shall be the responsibility of LICENSEE/S, at his/her expense and LICENSEE shall not expand, enlarge or change the location thereof in any way without written permission from CITY.

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

5. In the event CITY 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 encroachment/s from CITY's right-of-way and restore said right-of-way as a CITY road consistent with the condition of said road adjacent thereto. If LICENSEE/S fails to remove the encroachment/s within such time, CITY may remove it and all reasonable costs incurred by CITY or CITY's agent in doing so shall constitute a lien upon the LICENSEE's property.

6. LICENSEE agrees to indemnify and hold CITY and CITY's agent harmless from any and all claims for injury, death, loss or damages arising from the installation, removal, or maintenance of encroachment/s 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. This agreement shall be recorded against LICENSEE'S property, described in the above recitals at LICENSEE's expense.

9. 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 CITY:

Millcreek
3330 South 1300 East
Millcreek, UT 84106

If to GRANTEE:

10. 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.

MILLCREEK

By _____
Jeff Silvestrini
Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

Print: _____

Date: _____