

13, 6/11/79

NO. 380438
Filed 2-27 1979 1:50 P.M.
Recorded Book 290 Page 32-35
Fee 7.00
Lilly Mae Noorlander
Grand County Recorder

LICENSE TO ENCROACH

This license to encroach, granted this day by the City of Moab, a municipal corporation of the third class, of Grand County, Utah, Party of the First Part, and Duren Howard Shields and Lena Shields, husband and wife of the City of Moab, Grand County, Utah, Party of the Second Part,

WITNESSETH THAT:

WHEREAS, Duren Howard Shields and Lena Shields are the owners of certain real property located in the City of Moab, on the west side of First West Street, and

WHEREAS, Duren Howard Shields and Lena Shields own buildings erected on said property, which encroach on the public right of way as shown on the attached plat, entitled "Description of a tract of land located in Section 1, T26S, R21E, S16&M, Moab, Grand County, Utah", and

WHEREAS, in discussion with the City Council of the City of Moab, the City has indicated its willingness to grant a license to allow the permanent encroachment in the right of way aforesaid by the structures shown on said plat, and

WHEREAS, Duren Howard Shields and Lena Shields are willing to covenant for themselves, their heirs and assigns, to abide by the terms and conditions of this license to encroach, and

WHEREAS, the City of Moab deems it to be in the best interest of the city to give a license to such encroachment, conditioned upon certain obligations of maintenance,

NOW THEREFORE, for and in consideration of the premises and of the grant of encroachment herein recited, Duren

offman & Coffman
Institutional Corporation
Survey & Construction
At Law
100 E. CENTER STREET
DRAVER
MOAB, UTAH 84053

Howard Shields and Lena Shields do covenant for themselves and their heirs as herein provided.

ARTICLE ONE

The City of Moab does hereby grant a license unto Huren Howard Shields and Lena Shields to encroach upon a certain portion of the right of way of First West Street in the City of Moab, Grand County, State of Utah, as hereinafter described:

BEGINNING at a point (3/8" x 1' spike located on the west right of way of First West Street) from whence the North 1/4 Section corner Section 1, T26S, R21E, S1B&M, bears North a distance of 1477.8 feet and East a distance of 256.1 feet (said point being North 177.9 feet and West 48.4 feet from the intersection of First West Street and First North Street) and proceeding thence S0°21'W along said right of way a distance of 332.7 feet to a corner (3/8" spike); thence East 10 feet to a point; thence N0°21'E a distance of 332.7 feet to a point; thence West a distance of 10 feet to the point or place of beginning.

upon the following conditions:

a. This license may be terminated at any time by the City Council of the City of Moab upon giving written notice to the property owner adjacent to the encroachment at said property of at least thirty (30) days notice that the City Council will be at its next regular or special meeting considering a resolution to terminate said license. If the City Council of the City of Moab, after such notice, decides to terminate said encroachment, the licensee, his heirs and assigns, shall have six (6) months to remove any structures encroaching on the aforesaid right of way.

b. The Party of the Second Part, his heirs, assigns and transferees, shall have no vested interest in the property the subject of this license.

c. The Party of the Second Part shall indemnify and hold harmless the city from the claims of any and all persons whatsoever which may arise from the use of the property within this license, occasioned in any way thereby.

offman & Gifford
Professional Corporation
Surveyors & Landmen
At Law
316 CENTER STREET
DRAWER 1
MOAB, UTAH 84403

ARTICLE TWO

The Party of the Second Part covenants for himself, his heirs and assigns, that for so long as the license to encroach aforesaid is in effect, the Party of the Second Part shall fully and faithfully meet all the conditions of Article One.

ARTICLE THREE

Upon approval of this license to encroach by the City Council of the City of Moab and the execution of this document thereafter by the parties, this document shall become effective automatically in accordance with its terms.

WITNESS the following signatures and seals this

27th day of February, A.D. 1979.

Attorney
City Recorder
[Signature]

CITY OF MOAB, Party of the First Part:

By *[Signature]*
Mayor

Party of the Second Part:

[Signature]
Doran Howard Shields

[Signature]
Leha Shields

NOTARY PUBLIC
[Seal]

STATE OF UTAH)
) ss.
County of Grand)

On this 27th day of February, A.D. 1979, personally appeared before me, HAROLD JACOBS, the Mayor of the City of Moab, and GERALD B. STOCKS, the City Administrator/Recorder of the City of Moab, who being by me duly sworn, did say that they executed the within instrument in behalf of the City of Moab and acknowledged to me that said City of Moab executed the same.

[Signature]
Notary Public
Residing at Moab, Utah

My Commission Expires:

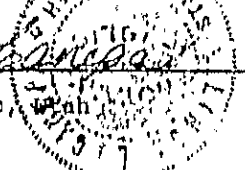
My Commission expires November 18, 1979

OFFICES & GOVERNMENT
INFORMATION CORPORATION
NATURAL & CONSTRUCTION
21 New
516 CENTER STREET
DRAPER, UTAH 84304

STATE OF UTAH }
 } ss.
County of Grand }

On this 26th day of February, A.D. 1979,
personally appeared before me, DUREN HOWARD SHIELDS and LENA
SHIELDS, husband and wife, the signers of the within instrument,
who, being by me duly sworn, did say that they executed the
within instrument.

Linda S. Cannon
Notary Public
Residing at Moab, Utah



My Commission Expires:
11-18-82

offman & Coffman
Professional Corporation
George F. Coffman
21 East
107 CENTER STREET
DRAWER 2
MOAB, UTAH 84241

35
35