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

THIS AGREEMENT entered into this 77th day of December.

2001, between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (COUNTY), and Zions First National Bank, a National Banking Association (LICENSEE).

WHEREAS, LICENSEE is the owner of property at 4141 South Highland Drive, Salt Lake

County, Utah, more particularly described as follows: See attached Exhibit "A" and

WHEREAS, LICENSEE wishes to maintain a monument sign within the right-of-way of

Highland Drive under the terms and conditions set forth herein;

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

- 1. COUNTY has informed LICENSEE that <u>Highland Drive</u> is a COUNTY right-of-way

 40 feet in width and that this license is for <u>LICENSEE'S maintenance of their</u>

 monument sign that encroaches on said COUNTY right-of-way.
- 2. COUNTY hereby grants to LICENSEE, a revocable license to encroach upon the right-of-way of <u>Highland Drive</u> for the purpose of <u>LICENSEE'S maintenance of their monument sign</u>.
- 3. Satisfactory maintenance of said <u>monument sign</u> shall be the responsibility of LICENSEE, at their 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 agrees that the COUNTY may exercise said right of revocation, notwithstanding the fact that LICENSEE may have

expended money and labor to construct and maintain said <u>monument sign</u> 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 shall, at their own expense, remove said monument sign from the right-of-way of Highland Drive and restore said right-of-way as a COUNTY road consistent with the condition of said road adjacent thereto. If LICENSEE fails to remove the monument sign within such time, COUNTY may remove it and all reasonable costs incurred by COUNTY in doing so shall constitute a lien upon the LICENSEE'S property at 4141 South Highland Drive.
- 6. LICENSEE agrees to indemnify and hold COUNTY harmless from any and all claims for injury, death, loss or damages arising from the maintenance of the monument sign by LICENSEE in interest pursuant to the license granted hereunder.
- 7. The license granted LICENSEE herein shall be permitted to extend to heirs, assignees, or successors in interest of LICENSEE, under the same terms and conditions set forth herein.
- 8. 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.

APPROVED AS TO FORM
Sait Lake County District Attorney's Office
By Deputy District Attorney
Deputy District Attorney
Date 2 0 C 7 200

SALTLAKE COUNTY
By Market COUNTY

Mayor or Designee

R8540P60820

APPROVAL: Timed Stanley 11-19-01 Public Works Director	ZIONS FIRST NATIONAL BANK, A NATIONAL BANKING ASSOCIATION By Kurs Coever Title assistant vice previolent Division Director
STATE OF UTAH) : ss. County of Salt Lake)	
Bauco Manale, who t	nty, Office of Mayor, and that the foregoing instrument by authority of law.
NOTARY PUBLIC KAREN R. LOWE 2001 South State N-4100 Salt Lake City, UT 84190 My Commission Expires January B. 2002 STATE OF UTAH	NOTARY PUBLIC Residing in Salt Lake County, Utah
My Commission Expires:	
STATE OF UTAH) : ss. County of Salt Lake)	
, 2001, by <u>Kurt M. Froerer</u> ,	owledged before me this 6 day of November Acting Vice President of Zions First National Bank, a assistant of
My Commission Expires:	NOTARY PUBLIC Residing in NOTARY PUBLIC K. FINNIGAN 310 So. Main St., Ste. 100 Salt Lake City, Utan 84101 Commission Expires September 20, 2002 STATE OF UTAH

Beginning at a point on the new Bast right of way line of Highland Driva, said point being South 11 degrees 12 minutes Bast 130.53 feet and Bast 7.14 feet from a sandstone moment which is marked the original Bast line of Highland Drive as Station No. 12 and on the Township line between Section 33, Township 1 South, Range 1 Bast, and Section 4. Township 2 South, Range 1 Bast, Salt Lake Base and Meridian and said sandstone monument being located North 77 degrees 09 minutes 15 seconds Bast 33.01 feet from an existing Salt Lake County monument in the center of Highland Driva, and running thence South 11 degrees 12 minutes Bast along said Bast right of way line 262.54 feet; thence Bast 315.81 feet to the West right of way line of the Jordan and Salt Lake Canal; thence North 8 degrees 30 minutes West along said West line 217.21 feet; thence North 0 degrees 02 minutes Bast along said West line 42.16 feet, to that certain fence line described in a Quit Claim Deed recorded December 14, 1983 as Batry No. 3875909 in Book 5511 at Page 1936-1937 in the Salt Lake County Recorder's Office; thence North 89 degrees 56 minutes 20 seconds Wast along said fence line (equals South 89 degrees 50 minutes 14 seconds West in said Quit Claim Deed) 334.72 feat to the point of beginning.

PARCEL 22-04-201-023

NOT LEGIBLE FOR MICROFILM
- CO RECORDER -

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12/12/2001 10:02 AM NO FEE

Book - 8540 P9 - 819-822

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH
SL CD REAL ESTATE

BY: KLB: DEPUTY - WI 4 P.

BK8540P60822