



When recorded, mail to:
Murray City Corporation
Attn: City Attorney's Office
10 E 4800 S
Murray, UT 84107

Parcel No. 21-14-277-048

LICENSE TO PERMIT ENCROACHMENT ON CITY EASEMENT

This Agreement entered into by and between Creed Larsen (JT) and Shannon Grandy (JT), LICENSEE, (hereinafter OWNER's) and Murray City, a political subdivision of the State of Utah, GRANTOR, (hereinafter CITY). This agreement is effective on the date signed by the CITY.

RECITALS:

- A. Creed Larsen (JT) and Shannon Grandy (JT) own in fee that certain land located at approximately 5652 S Blue Barn Circle , Murray Utah, ("Property") described as follows:
Lot 2 – Circle A Estates
- B. City is the owner of a 10 foot side yard public utility easement (PUE or easement) over and across the South 10 feet of the property
- C. Currently, the City has no utilites in this easement.
- D. OWNER's have requested that City allow construction of a basement walkout, that would encroach 2.5 feet into the 10 foot side yard public utility easement.
- E. City is willing to allow OWNER's to use the area to be encroached upon subject to the conditions described herein.
- F. OWNER's represents that it has consulted with, and received approvals to proceed from, all utility companies entitled to use the PUE.

In consideration of this Agreement and other good and valuable consideration, the parties agree that:

1. Grant of License; Description of Premises. City hereby grants to OWNER's a license to occupy and use, subject to all the terms and conditions of this agreement, the following described property: Lot 2 – Circle A Estates.
2. Encroachment on City PUE. Subject to the conditions contained herein so long as the encroaching basement walkout remain in place, OWNER's, their heirs, executors, administrators or assigns, shall have the right to have the basement walkout extend 2.5 feet beyond the north boundary line of the south side yard easement, OWNER's agrees to provide an alternate easement should the encroached area become necessary for power line or other utility purposes, including the maintenance thereof. The determination of whether it is necessary to move a structure in the easement shall be made at the sole discretion of the City.
3. Consideration. OWNER's will pay City the sum of \$ 500.00 for the license described in Paragraph 1.
4. Indemnification. OWNER's hereby holds City harmless for any and all damages resulting from the granting of this license, including, without limitation, the cost of removal of said encroachment should it be determined that the encroached area is necessary for the purpose for which the easement area was/is intended.
5. No further Rights. OWNER's shall construct, use, operate and maintain the encroachment in a safe and proper manner at all times and hereby acknowledges that the use, operation and maintenance of the encroachment shall never become the basis of a prescriptive right, easement or title to any portion of the easement or any interest in the easement and shall never be or deemed to be a reduction, termination or modification of any kind of the easement or any portion thereof or any interest or right therein. OWNER's further acknowledges that the construction, use, operation and maintenance of the encroachment shall be enjoyed as a permissive right only.
6. Encroachment limited. OWNER's shall not expand or add to the encroachment or construct or erect any other encroachments or structures on the easement.
7. Power line Protection/Human Health and Safety. In constructing any structure or work, OWNER's is prohibited from doing any act in such proximity to the City's power line as may result in damage to, or interference with, the power line or that may endanger the life or safety of any person or property.
8. Encroachment to Conform to Drawings. OWNER's acknowledges and agrees that City shall demolish and remove the encroachment on or over the public utility easement if the drawings for the encroachment have not been approved; or if the work does not in all respects comply with the drawings approved by City and to recover the expenses incurred by City from the OWNER's and its contractors.

9. Access to Power line and PUE. City and its authorized agents may enter into and upon OWNER's Property and/or the encroachment contained on the easement, for the purpose of inspecting, constructing, maintaining or repairing the power line, or any other utility, and if necessary, to excavate through the encroachment.
10. Removing Encroachment. OWNER's agrees to remove, at OWNERs sole expense, the encroachment in any of the following events:
 - 10.1 the City determines, in good faith, that the encroachment interferes with or endangers the proper operation and maintenance of the power line or any other utility located in the easement; or
 - 10.2 the City finds it necessary to excavate in said easement in order to maintain or relocate the power line or any other utility located within the easement; or
 - 10.3 the City finds it necessary to install, operate and maintain an additional utility within said easement.
11. Failure to Remove Encroachment. In the event OWNER's fails to remove the encroachment from the easement if requested to do so by City, the City may enter upon OWNER's property and effect such removal without the City incurring any liability whatsoever to OWNER's; and in such event, OWNER's shall be liable to City for any and all reasonable costs incurred by City in connection with the removal and restoration and shall reimburse the City for such costs upon demand of City.
12. Waiver. The non-exercise or delay in exercising any power or right of a party does not operate as a waiver of that power or right nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right.
13. Amendment. This Agreement may only be amended in writing, signed by both parties.
14. Agreement to be Recorded. This Agreement shall be recorded at the office of the Salt Lake County Recorder and shall thereby become a covenant upon the above described land, and shall bind both parties hereto and their respective heirs, executors, administrators, and assigns to the terms contained therein.
15. Commencement and Completion of Work. This Agreement for a license to permit encroachment on a City easement shall expire and become null and void if the work authorized by this Agreement is not commenced within one hundred eighty (180) days from the date of the Agreement, or if the work is not completed within one (1) year from the date of this Agreement.
16. Agreement to End if Public Use Necessary. This Agreement and all of the covenants herein contained shall remain in force and effect only so long as the area encroached upon remains unnecessary for public use of the easement area as described.

THIS AGREEMENT DOES NOT CONSTITUTE A BUILDING PERMIT OR OTHER APPROVAL, AS MAY BE REQUIRED BY ORDINANCES OF THE CITY.

GRANTOR: Murray City Corporation LICENSEE: Creed Larsen (JT); Shannon Grandy (JT)

Brett A. Hales
Mayor Brett A. Hales

Creed Larsen
Creed Larsen

APPROVED AS TO FORM

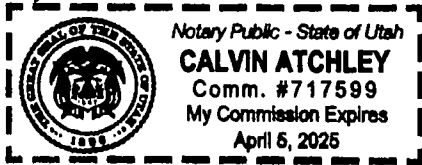


Shannon Grandy
Shannon Grandy

Mark S. Richardson
Murray City Attorneys Office

State of Utah)
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County of Salt Lake)

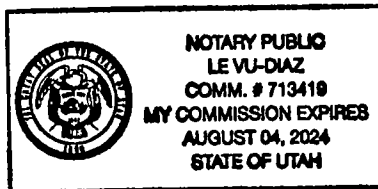
On this 27th day of October, in the year 2023, before me Calvin Atchley, a notary public, personally appeared; **Brett A. Hales** proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same. Witness my hand and official seal.



Calvin Atchley
Notary Public

State of Utah)
 §
County of Salt Lake)

On this 20 day of October, in the year 2023, before me Le Vu-Diaz, a notary public, personally appeared; **Creed Larsen**, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same. Witness my hand and official seal.

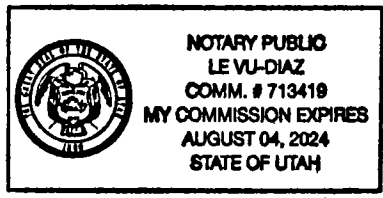


Le Vu-Diaz
Notary Public

ATTEST
Murray City Recorder's Office
[Signature]

State of Utah)
 §
County of Salt Lake)

On this 20 day of October, in the year 2023, before me Le Vu-Diaz,
a notary public, personally appeared; **Shannon Grandy**, proved on the basis of satisfactory evidence to
be the person whose name is subscribed to this instrument, and acknowledged he executed the same.
Witness my hand and official seal.



Notary Public *Le Vu-Diaz*

Approved As to Content
Shannon Grandy