



W3166727

When recorded mail to:

Acadia North, LLC
Attn: Mr. Raymond M. Rosendin
650 South 500 West, Suite 104
Salt Lake City, Utah 84101

EH ~~3166727~~ PG 1 OF 6
LEANN H KILTS, WEBER COUNTY RECORDER
08-JUL-21 3:19 PM FEE \$0.00 DEP DC
REC FOR: OGDEN CITY

ENCROACHMENT EASEMENT

THIS ENCROACHMENT AGREEMENT is entered into this 1st day of July, 2021, by and between OGDEN CITY CORPORATION, a Utah municipal corporation (“Grantor”) and ACADIA NORTH, LLC, a Utah limited liability company (“Grantee”).

WHEREAS, Grantor, is the owner of real estate that is more fully described in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Grantee is the owner of real estate that is more fully described in Exhibit B, attached hereto and incorporated herein by reference, and which is currently occupied by a hotel building (the Hotel); and

WHEREAS, the Hotel encroaches on the Grantor’s property; and

WHEREAS, Grantor wishes to grant Grantee the continued right to maintain said **encroachments**, subject to the conditions hereinafter stated;

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged by each party hereto, it is hereby agreed as follows:

1. Grantor grants to Grantee a permanent easement to maintain and repair the east wall of the Hotel, including a screening wall for an air handling unit at the south end of the hotel, at their present location and, in the case of the air handling unit, at its approved location within the area described more fully as the following described tract of land in Weber County, State of Utah, to wit:

A Part of Lot 6, Block 17, Plat “A” of Ogden City Survey, more particularly described as follows:

Beginning at a point on the South right of way line of 25th Street said point being South 88°41’13” East 164.00 feet from the Northwest corner of said Lot 6 as

monumented by the intersection of a North South building foundation and an East West building foundation said point also being described of record as point "C" of the Record of Survey Map of the Ben Lomond Suites Condominium Project; running thence along said South right of way line South 88°41'13" East 2.17 feet to an existing building corner, thence along the East line of said existing building South 01°14'30" West 100.00 feet; thence North 88°41'13" West 2.29 feet; thence North 01°18'24" East 100.00 to the Point of Beginning.

Containing 222.62 Square Feet.

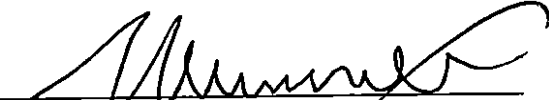
No further **encroachments** may be placed onto Grantor's property nor shall the above-referred-to **encroachments** be expanded without the express written consent of Grantor.

2. Grantee shall maintain and repair said **encroachments** as identified in paragraph one above. The cost of maintaining or repairing said **encroachments** shall be borne solely by Grantee.
3. At such time as the Hotel is demolished or removed, for any reason, whether intentional or not, the easement provided by this Agreement shall terminate.
4. Grantee hereby indemnifies and holds Grantor harmless from and against any and all claims, demands, lawsuits, settlements, damages, costs, and expenses (including attorney fees) suffered or incurred by Grantor and arising directly or indirectly, as a result of any personal injury, death, or property damage occurring on or about the **encroachments**, or arising in connection with said **encroachments**.
5. The easement provided for herein shall run with the land and be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns, occupants, and invitees.
6. This Agreement is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
7. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have executed this instrument as of the date and year first written above.

GRANTOR:

OGDEN CITY CORPORATION, a Utah municipal corporation

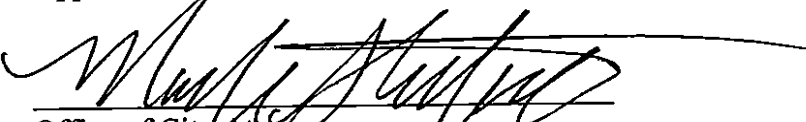
By: 
Michael P Caldwell, Mayor



ATTEST:

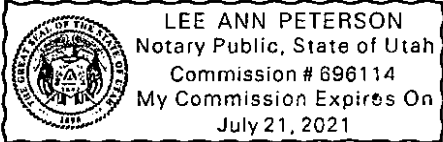

Tracy Hansen, City Recorder

Approved as to Form:


Office of City Attorney

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On this 7th day of July, 2021, personally appeared before me, Michael P. Caldwell, who being by me duly sworn did say that he is the Mayor of Ogden City, also known as Ogden City Corporation, a Utah municipal corporation, and that the foregoing instrument was signed on behalf of said entity, and he acknowledged to me that said entity executed the same.




NOTARY PUBLIC

GRANTEE:

ACADIA NORTH, LLC, a Utah limited liability company

By: Acadia N. Management, LLC, a Utah limited liability company, its Manager

By: Raymond M. Rosendin
Raymond M. Rosendin,
its Manager

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 1st day of July, 2021, personally appeared before me, Raymond M. Rosendin, who being by me duly sworn did say that he is a Manager of Acadia N. Management, LLC, a Utah limited liability company, which manages Acadia North, LLC, a Utah limited liability company, the property-owner and Party of this instrument, and that the foregoing instrument was signed on behalf of said entity, and he acknowledged to me that said entity executed the same.

Christian Jones
NOTARY PUBLIC

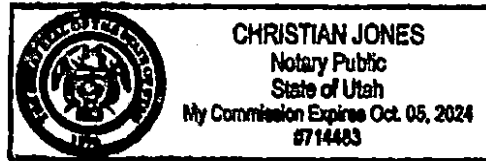


EXHIBIT A

GRANTOR'S PROPERTY

PART OF LOT 6, BLOCK 17, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH:
BEGINNING AT A POINT 164 FEET EAST FROM THE NORTHWEST CORNER OF SAID
LOT 6, AND RUNNING THENCE SOUTH 100 FEET, THENCE EAST 108.3 FEET TO THE
WEST LINE OF OGDEN AVENUE, THENCE NORTH 14D50' WEST 103.92 FEET ALONG
WEST LINE OF OGDEN AVENUE TO THE NORTH LINE OF SAID LOT 6, THENCE
WEST 80 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

Land Serial No. 01-015-0023

EXHIBIT B

GRANTEE'S PROPERTY

ALL COMMON AREA WITHIN BEN LOMOND SUITES COND. AMD. BSMT, 2ND, 3RD.

Land Serial No. 01-075-0020