

Mail to: Michael W Sansom 8149 Stonehill Ln Salt Lake City, UT 84121 12601857

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ADAM GARDINER

RECORDER, SALT LAKE COUNTY, UTAH

MICHAEL M SANSOM

8149 STONEHILL LN

SALT LAKE CITY UT 84121

BY: DCA, DEPUTY - WI 4 P.

## **ENCROACHMENT AGREEMENT**

THIS AGREEMENT, made as dated below, between Sansom Pension Trust effective January 1, 1987, restated January 1, 2015, Michael Sansom, Trustee, as to an undivided 50% ownership interest and Investor Connections, Inc., as to an undivided 50% ownership interest, parties of the first part or "Licensors", and BP Barn, LLC, a Utah limited liability company, party of the second part or "Licensee.

Licensors are the fee title owners of the real property situate at 2724 West 5400 South, Taylorsville, Utah, in Salt Lake County, Utah, more particularly described as:

Beginning South 89°58'11" West 50 feet and North 0°14'53" West 39.17 feet from the South Quarter Corner of Section 9, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 43°13' West 20.48 feet, more or less; thence South 45° West 1.63 feet; thence West 143 feet; thence South 89°58'11" West 104.94 feet; thence North 0°45' West 147 feet; thence North 89°58'11" East 264.69 feet; thence South 0°14"53" East 160.83 feet to the point of beginning.

Parcel No. 21-09-378-040

("Parcel One");

Licensee is the current fee title owner of real property adjacent to the premises at 2724 West 5400 South, Taylorsville, Utah. The property owned by Licensee is adjacent to the North of the property owned by Licensors and is commonly known as 5366 South Jordan Canal Road, Taylorsville, Utah, and is also situate in Salt Lake County, Utah, and is more particularly described as:

Beginning at a point North 89°46'29" West 315.55 feet along the Section line and North 00°13'33" East 200.00 Feet from the South Quarter Comer of Section 9, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 00°31'25" West 100.00 feet, more or less to the Southerly Boundary line of the Gilbert E & Joye T Blake property as described in Quit-Claim Deed Entry No. 9167393; thence South 89°46'29" East 39.06 feet, along said Southerly boundary line, to a point on the West bank of the South Jordan Canal; thence along said West bank of the canal the following three (3) courses: (1) South 30°28'29" East 49.40 feet; (2) South 36°23'34" East 29.07 feet; (3) South 43°12'28" East 47.00 feet; thence North 89°46'29" West 112.55 feet to the point of beginning.

## Parcel No. 21-09-378-047

("Parcel Two").

A preliminary survey of the premises prepared by PEPG Consulting, LLC, in a revision dated March 22, 2017, discloses an encroachment of improvements located on the Southwest edge and corner of Parcel Two and the Northwest edge and corner of Parcel One. A building that was erected on what was supposed to be located on Parcel Two appears to encroach onto the real property of Parcel One.

For a good and valuable consideration, the receipt of which is acknowledged by all parties herein, the Licensors hereby grants to the Licensee a limited license for the encroaching improvement to remain in its current location, SO LONG AS the building remains in its current size, form and location. In the event that the building is removed or destroyed for any reason whatsoever, this Agreement requires the Licensee (or its successors and/or assigns) to permanently remove the encroachment, and any new building or improvement of any kind, shall be constructed solely on the property that is Parcel Two. In other words, this limited license will terminate automatically, and with no further notice to any party, in the event that the current encroaching building is removed or destroyed.

All parties (and their successors and/or assigns) hereby expressly understand and agree that the building encroaches upon Parcel One and that the building may remain so long as it is not removed or destroyed. If the part of the building that encroaches onto Parcel One needs to be inspected, painted, or repaired Licensee, its successors and/or assigns is granted a limited license to enter upon the premises of Parcel One, without interfering with any business operations thereon, to inspect, paint or repair that portion of the encroaching building. In the event that the encroaching structure becomes damaged, condemned or needs to be removed for any reason, all costs and expenses associated with such removal shall be solely the responsibility of Licensee.

All parties (and their successors and/or assigns) hereby expressly understand and agree that the Licensors (and their successors and/or assigns) accept no liability for any event or condition that may occur with respect to the encroaching portion of the building, and that all liability for any event or circumstance relating to the encroachment lies solely with the Licensee (and its successors and/or assigns).

To the extent authorized by law, Licensee hereby agrees to indemnify, defend, protect and hold harmless Licensor, its officers and employees, from and against any and all claims, damages, losses, liabilities, fines, penalties, or whatsoever kind or nature, including, but not limited to reasonable attorneys' fees that are incurred by Licensor and that arise in connection with Licensee's activities that are undertaken, authorized or obligated pursuant to this Encroachment Agreement. Such Liability shall specifically, without limitation, extend to claims of third parties arising from the presence of the Licensee's Encroachment.

Licensee shall comply with all federal state and local laws in the exercise of its rights and obligations under this Encroachment Agreement.

This Encroachment Agreement is a covenant that runs with the land with respect to both Parcel One and Parcel Two. It is binding on all successors in title to both Parcel One and Parcel Two. In the event of the termination of this Encroachment Agreement, the parties (and successors and/or assigns) will record a document with the County Recorder of Salt Lake County stating the event(s) which result in the termination of this Encroachment Agreement and shall give notice to the other party of such termination.

Each party hereto has the authority to enter into this Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. The parties hereto acknowledge that each has retained legal counsel to review and negotiate this Agreement, and the rule that any ambiguity is to be construed against the drafting party shall not apply hereto. If any provision of this Agreement, or the application thereof to any person or circumstances, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one Agreement.

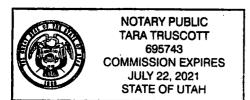
Dated this 22 day of August, 2017.

Sansom Pension Trust effective January 1, 1987, restated January 1, 2015

By: Michael Sansom, Trustee

State of Utah ) : ss.
County of Salt Lake )

On the <u>A</u> day of July, personally appeared before me Michael Sansom, the Trustee of the Sansom Pension Trust effective January 1, 1987, restate January 1, 2015, who acknowledged to me that he is the trustee of said trust and is authorized to execute the foregoing document on behalf of said trust, and that the Sansom Pension Trust effective January 1, 1987, restated January 1, 2015 executed the same.



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Dated this 22 day of July, 2017.



NOTARY PUBLIC TARA TRUSCOTT 695743 COMMISSION EXPIRES JULY 22, 2021 STATE OF UTAH

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Dated this 16th day of July, 2017.

BP Barn LLC, a Utah limited liability company

Member BPBarn 11c

By: Brandon J. Park Its: Managing Member

State of Utah

County of Salt Lake

On the day of July, 2017, personally appeared before me Brandon J Park, who duly acknowledged to me that he is the managing member of BP Barn LLC, a Utah limited liability company, and that BP Barn LLC executed the foregoing Encroachment Agreement.

: ss.

MELISSA NICOLE LEOS-CASTILLO
Notary Public – State of Utah
Comm. No. 694508
My Commission Expires on
Apr 7, 2021

Notary Public