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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CITY OF HOLLADAY
4580 S 2300 E
HOLLADAY CITY UT 84117
BY: SMA, DEPUTY - MI 8 P.
9

WHEN RECORDED MAIL TO:
Terraces at Holladay, LLC
Attn. Chris Ensign
1111 E. Draper Parkway, Ste. 390
Draper, UT 84020

LICENSE AND ENCROACHMENT AGREEMENT

This License Agreement (this “**Agreement**”) is made this 7th day of April, 2017 (the “**Effective Date**”) by and between the City of Holladay (the “**City**”), and Terraces at Holladay, LLC, a Utah limited liability company, (“**Developer.**”)

RECITALS

A. Developer is the owner of the Project commonly known as “Grand Terraces Condominiums” including real property shown on **Exhibit A** attached hereto and incorporated herein by reference, (the “**Project**”), which is located generally between Phylден Drive and Murray-Holladay Road and East of 2300 East Street at approximately 2369 E Murray Holladay Rd.

B. The purposes of this Agreement are to: (i) provide benefit to the City through obligating Developer to improve and maintain the Property; (ii) allow for the construction of support columns, patios, awnings, balconies and related improvements on or over-hanging the Property; and (iii) mitigate the negative impacts caused by the construction of private improvements on City property. The Property consists of a small portion of land within the City of Holladay Right of Way known as Murray-Holladay Road. The constructed improvements (the “**Improvements**”) located within the Properties are shown in (and shall be limited to) those improvements shown in **Exhibit B**, attached hereto and incorporated herein by reference.

DECLARATION

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The above recitals are incorporated herein.
2. **License Granted.** The City hereby grants for the benefit of the Project a license for: (i) the construction and placement of the Improvements, as shown in **Exhibit B**, upon the Property, including but not limited to support columns patios, overhanging awnings and balconies and related improvements; and (ii) the owner, owner’s agents, employees, contractors, guests and invitees, to have ingress and egress over and upon the Properties, including for the replacement and repair of Improvements upon the Properties. In consideration for this License Agreement, Developer hereby agrees to pay to the City, yearly, the sum of \$1000.00, payable on January 1 of each year the Improvements remain in place.

3. **Maintenance of Improvements.** The Developer shall maintain the Properties and the Improvements in a clean, neat and orderly condition.

4. **Agreement Relating to Duration of Improvements.** The City hereby agrees that the Improvements, as allowed in accordance with the provisions of this Agreement, shall be allowed to remain on the Property so long as the structures to which the Improvements are affixed and of which they are a part remain in active use, and in their current general design and configuration and to a reasonable and safe condition. The Parties hereby agree that the City shall have the right to require removal of the Improvements, which removal shall be at Developer's sole expense, only in the event the Property is required to be placed in use for the general benefit of the public to remedy a condition impacting negatively on public health, safety or welfare. A requirement to remove the Improvements on the Property shall not give rise to any claim for compensation for Developer or any related person or entity.

5. **Indemnification.** Developer agrees to indemnify, hold harmless and defend the City, its agents and employees, from and against all claims, mechanics liens, demands, damages, actions, costs and charges, for personal injury or property damage and other liabilities, including attorneys' fees, arising directly out of Developer's use of the Property, the construction and maintenance of the Improvements, or any activities conducted thereon by Developer, its agents, employees, invitees or trespassers.

6. **Binding Effect.** All provisions of this Agreement, including the benefits and burdens, are binding upon and shall inure to the benefit of the successors and assigns of the City and Developer.

7. **Remedies.** In the event of any violations or threatened violation by either party of any of the terms, restrictions, covenants and conditions of this Agreement, the other party shall have, in addition to the right to damages, the right to enjoin such violation or threatened violation in any court of competent jurisdiction. In addition, the City shall have the right to terminate this Agreement and to remove or require removal of the Improvements if Developer fails to cure any condition of default within ninety (90) days of notice from the City. All costs incurred by the City in removing the Improvements shall be a charge and a lien against the Project.

8. **Amendment.** This Agreement may not be amended or modified except with the consent of the parties and only by written instrument, duly executed and acknowledged and recorded in the office of the Salt Lake County Recorder, Utah.

9. **Severability.** If any term or provision or conditions contained in the Agreement shall to any extent be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each remaining term, provision and condition of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

11. **Recordation.** This Agreement shall be recorded in the Office of the Recorder of Salt Lake County, Utah.

(Signatures Follow)

The City and Developer are signing this Agreement as of the Effective Date.

ATTEST:

CITY OF HOLLADAY
a Utah municipal corporation

By: Stephanie N. Carlson
Stephanie Carlson, City Recorder

By: Robert Dahle
Robert Dahle, Mayor

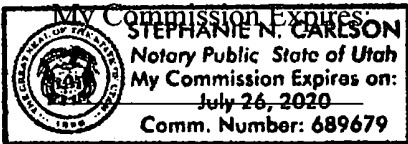
APPROVED AS TO FORM:

By: [Signature]
City Attorney

STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

On the 27 day of March, 2017, personally appeared before me Rob Dahle, who being duly sworn, did say that he is the Mayor of the **CITY OF HOLLADAY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed on behalf of the City by authority of its governing body and said Rob Dahle acknowledged to me that the City executed the same.

Stephanie N. Carlson
Notary Public



Residing at:

41580 S. 2300 E Holladay UT
89117

Developer

Terraces at Holladay, LLC.
a Utah limited liability company.

By: _____

Name: John Pochynak

Title: Manager / Member

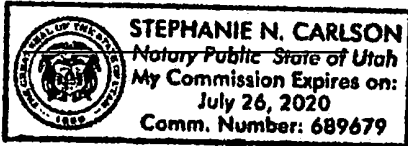
STATE OF UTAH)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 7 day of April, 2017
by John Pochynak as Manager of Terraces at Holladay, LLC, on behalf of said
company.

Stephanie N. Carlson
Notary Public

My commission expires:

Residing at:



4500 S. 2300 E. Holladay UT

**LEGAL DESCRIPTION
PREPARED FOR
THE GRAND TERRACE CONDOMINIUMS
HOLLADAY, UTAH
(April 4, 2017)**

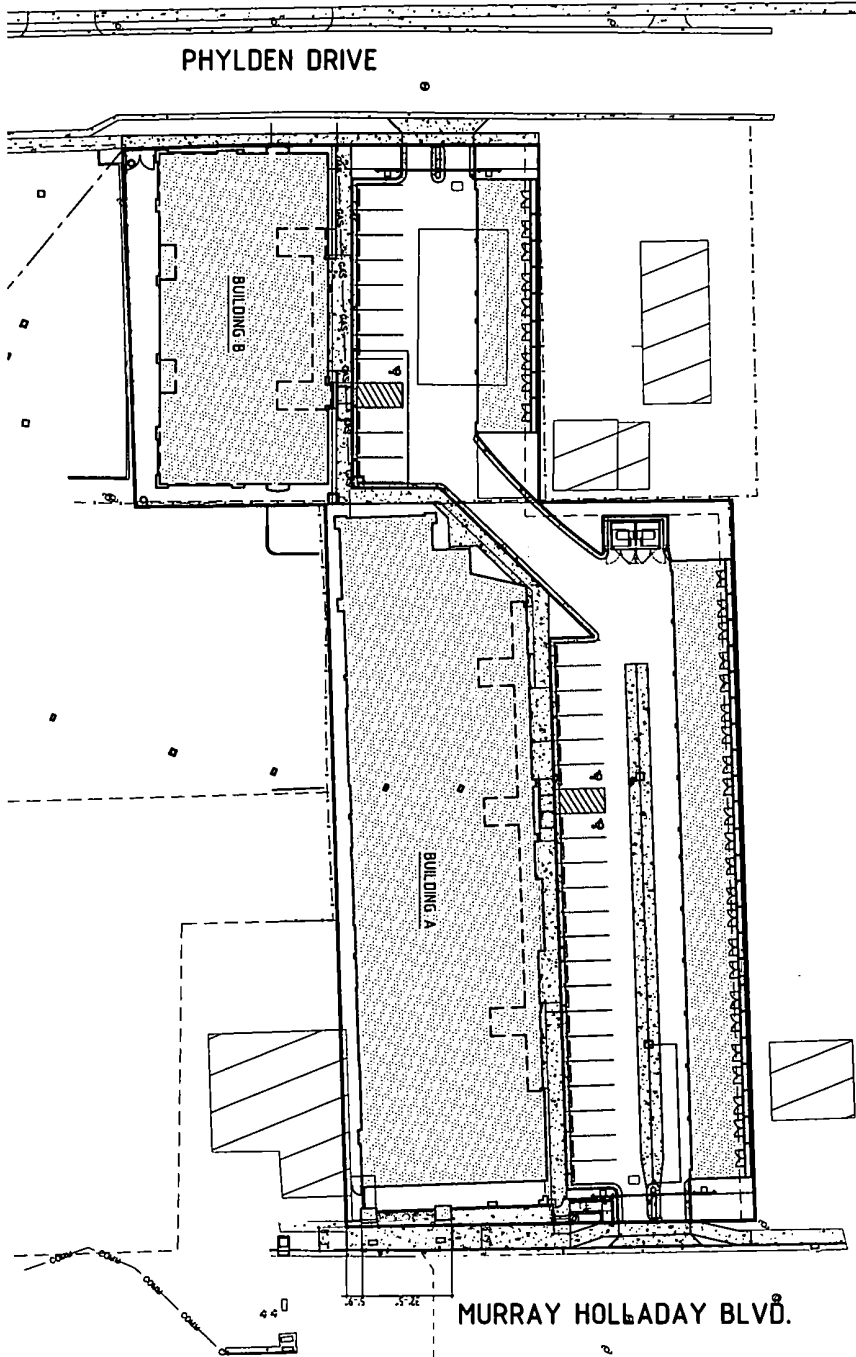
REVISED BOUNDARY DESCRIPTION

Beginning at the Northwest Corner of Lot 2, PHYLDEN SUBDIVISION, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder, located N0°46'52"E along the 1/4 Section line 757.45 feet and East 217.80 feet from the South 1/4 Corner of Section 3, Township 2 South, Range 1 East, Salt Lake Base & Meridian; thence along said Subdivision the following 5 (five) courses and distances: N64°15'30"E 30.94 feet; thence along the arc of a 1,000.00 foot radius non-tangent curve (radius bears: S24°44'48"E) to the right 34.03 feet through a central angle of 1°56'59" (chord: N66°13'42"E 34.03 feet); thence N67°10'10"E 10.99 feet; thence N66°48'34"E 75.00 feet; thence S23°11'26"E 130.06 feet; thence N66°14'42"E 69.90 feet; thence S25°00'18"E 259.10 feet to the northerly right-of-way line of Murray Holladay Road; thence S65°58'42"W along said right-of-way 148.14 feet; thence N24°50'18"W 259.77 feet to the southerly line of said Lot 2; thence S66°15'36"W along said Lot 68.91 feet; thence N25°11'09"W along said Lot 129.91 feet to the point of beginning.

Contains: 1.33+/- acres

EXHIBIT B
Encroachment Improvement Drawings

THE DESIGN AND IDEAS SHOWN AND HEREIN DESCRIBED, THE TECHNICAL DRAWINGS, GRAPHIC REPRESENTATION, AND MODELS THEREOF HAVE BEEN PREPARED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT AND SHALL REMAIN THE SOLE PROPERTY OF RANGE ARCHITECTURE AND DESIGN AND THEIR CONSULTANTS. WITHOUT THE SOLE AND EXCLUSIVE WRITTEN PERMISSION OF RANGE ARCHITECTURE AND DESIGN, NO PART OF THIS DESIGN, INCLUDING BUT NOT LIMITED TO, CONCEPTS, DRAWINGS, OR MODELS, SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF RANGE ARCHITECTURE AND DESIGN.



SITE PLAN
SCALE: 1/8" = 1'-0"



PUBLIC PEDESTRIAN EASEMENT

RIGHT-OF-WAY ENCROACHMENT:
DESCRIPTION:

SF: 218.27

The Right of Way Encroachment includes two structural column bases and the covered deck that is accessed from the second level of the building. The Right of Way Encroachment is the width delineated and defined from the property line to the back of curb.

GRAND TERRACE CONDOMINIUM
Vacating a Portion of
Phyllden Subdivision
MURRAY HOLLADAY BLVD HOLLADAY, UTAH 84117

RANGE

1000 West 1000 South, Suite 100
Salt Lake City, Utah 84119
www.range-arch.com Phone: 313.400.0000

CITY OF HOLLADAY

RESOLUTION NO. 2017-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY APPROVING A LICENSE AND ENCROACHMENT AGREEMENT WITH THE DEVELOPER OF THE GRAND TERRACES CONDOMINIUM PROJECT.

WHEREAS, Terraces at Holladay, LLC is the developer of property within the City known as the "The Grand Terraces Condominium Project"; and

WHEREAS, the City and the Owner and Developer of the property desire to enter into that certain License and Encroachment Agreement, attached hereto as Exhibit A and incorporated herein by reference, to govern development of the property in accordance with the understanding of the parties;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Holladay, Utah as follows:

Section 1. Approval. The City Council of the City of Holladay hereby approves that certain License and Encroachment Agreement with Terraces at Holladay, LLC relating to the development of the property referenced above, which Agreement is attached hereto as Exhibit A. The Mayor of the City is hereby authorized to execute the Agreement on behalf of the City.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 23rd day of March, 2017.

By: _____

Robert Dahle, Mayor

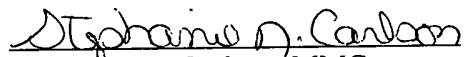
[SEAL]



VOTING:

Lynn H. Pace	Yea	<input type="checkbox"/>	Nay	<input checked="" type="checkbox"/>
Mark H. Stewart	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Sabrina R. Petersen	Yea	<input type="checkbox"/>	Nay	<input type="checkbox"/> <i>excused</i>
Patricia Pignanelli	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Steven H. Gunn	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Robert Dahle	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>

ATTEST:


Stephanie N. Carlson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this 23rd day of March, 2017.

RECORDED this 23rd day of March, 2017.