

10-098-0049
10-086-0022 AT

LICENSE AGREEMENT

This License Agreement is entered into this 2nd day of November, 2022, by and between Wat Dhammagunaram of Utah, hereinafter referred to as "Owner" and Layton City, a Municipal Corporation, hereinafter referred to as "the City," and jointly referred to as "the Parties." The above named Parties agree as follows:

RECITALS

WHEREAS, Owner owns real property located at 644 East Gordon Avenue ("Temple Property"), in Layton Utah; and

WHEREAS, the City owns a utility easement (Easement) within the Temple Property, in Layton, Utah; and

WHEREAS, the City owns a 4-inch secondary waterline within said Easement; and

WHEREAS, the Owner has constructed out buildings over the Easement and secondary waterline; and

WHEREAS, the City desires to maintain access to said waterline; and

WHEREAS, it is the intent of the Parties that Owner will, according to the terms of this Agreement, improve and maintain the Property; and

WHEREAS, the Parties desire to set forth the terms of such maintenance and improvement, including the responsibilities and obligations of each of the Parties; and

WHEREAS, this Agreement accurately sets forth those responsibilities and obligations.

NOW, THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

1. In order to allow the buildings to remain over the Easement, the City will grant Owner a license to use the Easement for the benefit of their property. Owner will maintain the Easement according to the terms and conditions of the Agreement. The Easement will consist of approximately 0.07 acres (3,079.95 sq. ft.) more fully illustrated in Attachment "A," attached hereto and incorporated by this reference.

2. Should the waterline require maintenance, repair, and/or replacement, Owner shall be responsible for the removal of any structures necessary to safely maintain, repair, and/or replace the waterline. Said removal shall take place within 7 days of notification by the City.

3. No additional structures shall be constructed, placed or located within the Easement. Nor shall any additions, extensions, etc. be made to the existing structures. The construction of or addition to structures shall result in an immediate termination of this License

Agreement. All structures shall be removed at the sole responsibility of Owner.

4. Owner shall be responsible for all maintenance and supervision of the Easement and shall maintain it in a manner that is safe, aesthetically pleasing and in compliance with all Layton City Codes. All improvement and maintenance costs for the Easement shall be the sole responsibility of Owner.

5. The term of this License Agreement shall be in perpetuity; however either party may terminate this License Agreement at any time and for any reason by giving thirty (30) days written notice to the other Party. The Parties agree that in the event this License Agreement is terminated, the structures and improvements shall be removed from the Easement and retained by Owner.


6. Owner hereby agrees to indemnify and hold the City, its officers, agents and employees, harmless from and against any and all claims for damage or injury to persons, or property, arising out of Owner's use of the Easement under this Agreement.

7. All notices and demands hereunder shall be given in writing and hand delivered to the other Party.

10. This License Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and any agreement hereafter made shall be ineffective to change or modify this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Parties.

11. This Agreement shall be binding on all successors in interest of the respective Parties.

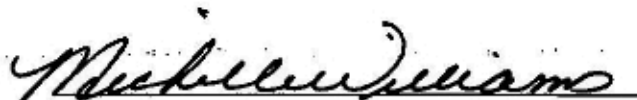
WHEREFORE, the Parties hereto have signed this Agreement the day and year first written above.


Phounsavath Paul Phitsnoukanh, Board
Chairman of Wat Dhammagunaram Temple

STATE OF UTAH)
 : SS.
COUNTY OF Davis)

On the 26th day of October, 2020, personally appeared before me Phounsavath Paul Phitsnoukanh, who duly acknowledged to me that he/she executed the same.





LAYTON CITY CORPORATION



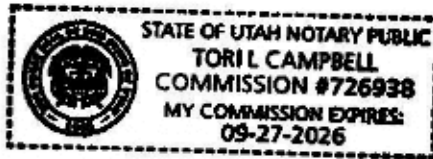
Joy Petro
JOY PETRO, MAYOR

ATTEST:

Kimberly S Read
KIMBERLY S READ, CITY RECORDER

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 2nd day of November, 2022, personally appeared before me JOY PETRO, who duly acknowledged to me that he/she is the MAYOR of LAYTON CITY, and that the document was signed by him/her in behalf of said corporation, and JOY PETRO acknowledged to me that said corporation executed the same.



Tori L Campbell
NOTARY PUBLIC

Approved as to Form:

[Signature]
City Attorney

[Signature]
City Engineer

Attachment "A"

A LEGAL DESCRIPTION FOR 20' PUBLIC UTILITY & DRAINAGE EASEMENT (P.U.&D.E.) FOR LAYTON CITY

A TWENTY FOOT (20') TRACT OF LAND FOR THE PURPOSE OF A PUBLIC UTILITY & DRAINAGE EASEMENT, LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 50, ASPEN EAST SUBDIVISION NO. 2, AS RECORDED ON MARCH 22, 1967 AS ENTRY NO. 307414 IN BOOK "5" AT PAGE 348 IN THE DAVIS COUNTY RECORDER'S OFFICE, SAID POINT BEING NORTH 89°23'40" WEST ALONG THE SECTION LINE 952.81 FEET AND SOUTH 416.47 FEET FROM THE NORTHEAST CORNER, SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00°37'00" WEST 10.00 FEET; THENCE NORTH 89°23'00" WEST 146.40 FEET; THENCE NORTH 44°40'00" WEST 14.21 FEET; THENCE NORTH 00°03'00" EAST 10.00 FEET; THENCE SOUTH 89°23'00" EAST 156.60 FEET; THENCE SOUTH 00°37'00" WEST 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,079.95 SQ/FT OR 0.07 ACRES

