



Interlaken Town
P.O. Box 1256
Midway, UT 84049

**ENCROACHMENT PERMIT
IN INTERLAKEN TOWN RIGHT-OF-WAY**

_____ (*street address*).

THIS AGREEMENT is made by and between INTERLAKEN TOWN (*Town*) and _____ (*Licensee(s)*) to set forth the terms and conditions under which the Town will permit the Licensee to build, maintain, and use certain improvements within the Town property and right-of-way at _____ (*street address*), Midway, Utah. Subject to the following terms and conditions of this agreement, Licensee shall have the right to construct and maintain _____ within the Town right-of-way of _____ (*street name*).

1. This encroachment agreement shall be appurtenant to the following described property:

_____ / _____ / _____
Parcel # Lot# Subdivision

This agreement is not transferable to other property, but is freely transferable with the title to this lot. The license and conditions as stated in the agreement, are binding on the successors in title or interest of Licensee(s).

2. The improvements permitted within the street right-of-way shall consist of _____. Attach a scaled drawing, labeled as ATTACHMENT 'A', showing the improvements and the location of all related elements, on 8 1/2 "x 11" or 11"x 17" paper. No modifications to the improvements may be made without prior written permission from Interlaken Town.

3. The Town may, at some future date, elect to make improvements to _____ (*street name*) at this location and widen the streets to full width of the right-of-way and Town property and/or to install utilities (or allow such installation by franchised utilities). To the extent that any improvements or utility work requires the removal, relocation, replacement, and/or destruction of the improvements the Licensee(s) may have been using within the Town property right-of-way, the Licensee(s) waives any right to compensation for the loss of improvements and loss of the use of the street right-of-way and/or change in the grade and elevation of the street. The Town reserves the right to require the Licensee(s), at the Town's sole discretion, to remove the improvements constructed within the Town's right-of-way, and restore said right-of-way as Town road consistent with the condition of said road adjacent to the Licensee's improvements. This waiver of compensation, in the event the improvements are removed for any reason whatsoever in the sole determination of Interlaken, is the consideration given for the granting of this encroachment permit.

4. Prior to installing Town improvements in, along or adjacent to the street or installing utilities in a manner that will require the removal or relocation of the improvements, the Town will endeavor to give the Licensee(s) sixty (60) days notice, in which time the Licensee(s) shall make adjustments and remodel the improvements as necessary to accommodate the changes in the street width, utilities, and-or grade at the Licensee(s) cost. Interlaken Town and its franchised utilities will attempt to save as much of the Licensee(s) improvements as possible but in no way guarantees any salvage value whatsoever.

5. No permanent right, title, or interest of any kind shall vest in the Licensee(s) in the street right-of- way by virtue of this agreement. The property interest hereby created is a revocable license, and not an easement or other perpetual interest. No interest shall be perfected under the doctrines of adverse possession, prescription, or other similar doctrines of law based on adverse use, as the use hereby permitted is entirely permissive in nature.

6. The Licensee(s) or his/her successor shall maintain the improvements in a good state of repair at all times, and upon notice from the Town, will repair any damaged, weakened, or failed sections at the Licensee's expense. The Licensee(s) agree(s) to hold the Town harmless and indemnify the Town for any and all claims which might arise from third parties, who are injured, death, loss or damage arising as a result of the Licensee's use of the right-of-way for private purposes, or from the failure of the Licensee's improvements.

7. This agreement shall be in effect until the license is revoked by the Town. Revocation shall be affected by the Town recording a notice of revocation with the Wasatch County Recorder and sending notice to Licensee or the Licensee's successor.

8. This agreement constitutes the entire agreement between the parties and may be amended only by written agreement properly executed by the parties. No verbal instructions, understandings, etc., nor letters or documents signed by one of the parties shall be permitted to operate as an amendment to this agreement.

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INTERLAKEN TOWN

DATED this _____ day of _____, 20__

Interlaken Town Mayor Gregory Harrigan _____
(signature)

LICENSEE

***Licensee's Signature** **Licensee's Name (Printed)**

Mailing Address Email Address or Phone Number)

****If doing business as an LLC proof must be provided that the signatory can sign for the LLC.***

STATE OF UTAH)
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COUNTY OF WASATCH)

On the ____ day of _____, 20____, _____ personally appeared before me _____ who, being first duly sworn and upon oath, and in full recognition of the penalty for perjury in the State of Utah, did acknowledged to me that she/he is the Owner(s) of the property or, if the Owner(s) is a Corporation, that she/he is an authorized representative of the Corporation, and that she/he signed the foregoing instrument on their behalf.