

When Recorded, Mail To:

Centerville City
Attn: City Recorder
250 North Main
Centerville, Utah 84014

Affected Parcel Number(s): 07-139-0031 and 07-139-0032

**AMENDMENT NO. 1 TO
REVOCABLE ENCROACHMENT LICENSE
AND MAINTENANCE AGREEMENT**

THIS AMENDMENT NO. 1 TO REVOCABLE ENCROACHMENT LICENSE AND MAINTENANCE AGREEMENT (“Agreement”) is made and entered into this _____ day of May, 2018, by and between **CENTERVILLE CITY**, a Utah municipal corporation (“City”), and **TERRY GRANT BLEAK and JANA SELENE BLEAK**, husband and wife as joint tenants (“Bleaks”), and **KATHRYN A. GOODFELLOW and MARY L. TULLIUS, OR SUCCESSORS, AS TRUSTEES of THE GOODFELLOW TULLIUS LIVING TRUST, DATED AUGUST 29, 2016** (“Goodfellow-Tullius”). The Bleaks and Goodfellow-Tullius may be collectively referred to herein as “Property Owners.”

RECITALS

WHEREAS, Bleaks own certain real property located at 149 West 1850 North, Centerville, Utah, consisting of approximately 0.621 acres, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (“Bleak Property”); and

WHEREAS, Goodfellow-Tullius own certain property located at 215 West 1850 North, Centerville, Utah, consisting of approximately 0.917 acres, as more particularly described **Exhibit B** attached hereto and incorporated herein by reference (“Goodfellow-Tullius Property”); and

WHEREAS, the parties previously entered into that certain Revocable Encroachment License and Maintenance Agreement dated May 3, 2017, as recorded at the Davis County Recorder’s Office as Entry No. 3018246, Book No. 6759, Pages 31-46, providing limited access to the back portion of Bleak Property and the Goodfellow-Tullius Property from 170 West; and

WHEREAS, the property owners have requested an amendment to the Revocable Encroachment License and Maintenance Agreement regarding the required driveway improvements; and

WHEREAS, the City is willing to amend the Revocable Encroachment License and Maintenance Agreement to provide for revised driveway improvements as more particularly provided herein.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, restrictions and/or grants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Amendment.

2. **Amendment.** Section 3 of the Revocable Encroachment License and Maintenance Agreement is hereby amended to read in its entirety as follows:

3. **Driveway Improvements.** ~~Except as otherwise provided herein, the~~ driveway and related improvements shall be installed, constructed, maintained and repaired by the Property Owners in ~~strict~~ accordance with the construction drawings approved by the City for such improvements as set forth in **Exhibit E**, attached hereto and incorporated by reference ("Driveway Improvements"). ~~Although Exhibit E shows the Driveway Improvements to include a 16' x 25 concrete drive approach, such concrete drive approach does not have to be installed; provided, the City may require the Property Owners at any time in the future to install and maintain at their sole cost and expense a four feet (4') deep concrete drive approach meeting then applicable City standards and specifications for drive approaches. The Property Owners shall install such concrete drive approach upon 60 days written notice from the City. The Driveway Improvements shall comply with applicable Site Plan approvals by the City for the construction of accessory structures or other development on the subject properties.~~ The Driveway Improvements shall be constructed and maintained with an all-weather surface and shall include the construction and maintenance of improvements on the adjacent subject properties as necessary to prohibit tracking of dirt, mud and other debris onto public rights-of-way. The Driveway Improvements shall not exceed 25 feet in width. ~~The Driveway Improvements shall comply with applicable Site Plan approvals by the City for the construction of accessory structures or other development on the subject properties.~~ The Driveway Improvements shall be installed and constructed within one year from the date of recording of this Agreement or this Agreement shall be null and void.

3. **Full Force and Effect.** The terms and conditions of this Amendment are hereby incorporated as part of the Revocable Encroachment License and Maintenance Agreement. All other terms and conditions of the Revocable Encroachment License and Maintenance Agreement not modified by this Amendment shall remain in full force and effect and are hereby ratified and affirmed.

4. **Binding Effect.** This Amendment shall be binding upon the parties hereto and their respective officers, agents, employees, successors and assigns, as permitted herein. The covenants contained herein shall be deemed to run with the Property and a copy of this Amendment shall be recorded in the office of the Davis County Recorder, State of Utah. All recording fees shall be paid by the Property Owners.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement individually or by and through their respective, duly authorized representatives as of the day and year first above written.

**TERRY GRANT BLEAK AND
JANA SELENE BLEAK**

By: _____
Terry Grant Bleak

By: _____
Jana Selene Bleak

**KATHRYN A. GOODFELLOW and MARY L.
TULLIUS, OR SUCCESSORS, AS TRUSTEES
of THE GOODFELLOW TULLIUS LIVING
TRUST, DATED AUGUST 29, 2016**

By: _____
Kathryn A. Goodfellow, Trustee

By: _____
Mary L. Tullius, Trustee

ATTEST:

CENTERVILLE CITY

Mackenzie Wood, City Recorder

By: _____
Mayor Clark A. Wilkinson

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2018, personally appeared before me **CLARK A. WILKINSON**, who being duly sworn, did say that he is the Mayor of **CENTERVILLE CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Clark A. Wilkinson acknowledged to me that the City executed the same.

Notary Public

My Commission Expires:

Residing at:

BLEAK ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2018, personally appeared before me **TERRY GRANT BLEAK and JANA SELENE BLEAK**, the signers of the foregoing instrument who duly acknowledged that they executed the same.

Notary Public

My Commission Expires:

Residing at:

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

Notary Public

Residing at:

EXHIBIT A

LEGAL DESCRIPTION OF BLEAK PROPERTY

All of the property known on the Davis County, Utah, records as Parcel No. 07-139-0031, located at approximately 149 West 1850 North, in Centerville, Utah, consisting of approximately 0.621 acres of property and more particularly described as follows:

ALL OF LOT 20, FRANCE ESTATES SUBDIVISION, A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, IN THE CITY OF CENTERVILLE, ACCORDING TO THE OFFICIAL PLAT THEREOF.

IN ADDITION TO,

BEGINNING AT THE SOUTHEAST CORNER OF LOT 20, FRANCE ESTATES SUBDIVISION BEING PART OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND RUNNING THENCE SOUTH00°32'27"WEST 145.66 FEET; THENCE NORTH90°00'00"WEST 117.00 FEET; THENCE NORTH00°32'27"EAST 145.67 FEET; THENCE SOUTH89°59'30"EAST 117.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

LEGAL DESCRIPTION OF GOODFELLOW-TULLIUS PROPERTY

All of the property known on the Davis County, Utah, records as Parcel No. 07-139-0032, located at approximately 215 West 1850 North, in Centerville, Utah, consisting of approximately 0.917 acres of property and more particularly described as follows:

ALL OF LOT 22, FRANCE ESTATES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

IN ADDITION TO,

BEGINNING AT THE SOUTHWEST CORNER OF LOT 22, FRANCE ESTATES SUBDIVISION BEING PART OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND RUNNING THENCE SOUTH $89^{\circ}59'30''$ EAST 205.50 FEET; THENCE SOUTH $00^{\circ}32'27''$ WEST 145.67 FEET; THENCE NORTH $90^{\circ}00'00''$ WEST 205.50 FEET; THENCE NORTH $00^{\circ}32'27''$ EAST 145.70 FEET TO THE POINT OF BEGINNING.