

ENTRY NO. 00830710

11/16/2007 10:58:45 AM B: 1899 P: 1636

Encroachment PAGE 1/2

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 0.00 BY SNYDERVILLE BASIN SID



When recorded please return to:

Snyderville Basin Water Reclamation District
Attn: District Engineer

Parcel ID #: WPL-

**ENCROACHMENT AGREEMENT
GATE HOUSE AND APPURTENANCES
IN A WASTEWATER SYSTEM EASEMENT**

THIS AGREEMENT is made by and between The Woods of Parley's Lane, Inc. (Property Owner) and Snyderville Basin Water Reclamation District (SBWRD) to set forth the terms and conditions under which the SBWRD will permit Property Owner to build, maintain, and use certain improvements located within a wastewater system easement recorded in the Summit County Recorder's Office as Entry 00803736, Book 1845, pages 0583 and located at 8550 Parleys Lane, Summit County, Utah.

The District and the Property Owner hereby agree in consideration of the mutual promises and covenants of the parties as follows;

1. This encroachment agreement shall be appurtenant to the following described property: The southwesterly end of a private road, "Parley's Lane", as dedicated by the First Amended Plat, The Woods of Parley's Lane, recorded in the Summit County Recorder's Office August 17, 2007 as entry number 822540, where said Gate House and Appurtenances and any part of it is installed or is to be installed, and is subject to all the terms and conditions contained in this agreement.

2. The Property Owner improvements permitted within the wastewater system easement shall consist of a Gate House with appurtenant footings, foundations, supports and above grade structures (the "Improvements").

3. SBWRD may, at some future date, elect to make repairs and/or improvements to the wastewater system at this location. To the extent that any wastewater system improvements require the removal, relocation, replacement, and/or destruction of the permitted Improvements the Property Owner may have been using above the wastewater system, the Property Owner waives any right to compensation for the loss of these permitted Improvements. This waiver of compensation, in the event the Improvements are temporarily removed, destroyed or rendered inoperable for any reason whatsoever, in the sole determination of SBWRD, is the consideration given for the granting of this Encroachment Agreement.

4. Prior to wastewater system repairs or improvements in a manner that will require the temporary removal, destruction or non-operation of the Improvements, SBWRD will endeavor to give the Property Owner 24 (twenty-four) hours notice, in which time the Property Owner shall make arrangements to avoid interfering with SBWRD's activities until completed. SBWRD will attempt to save as much of the Property Owner improvements as possible but in no way guarantees any salvage value whatsoever. The Property Owner specifically acknowledges that this agreement contemplates the loss of any use of their permitted improvements.

5. The property interest hereby created is a revocable agreement, 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. This agreement shall be in effect until it is revoked by the SBWRD and shall run with the property. Revocation shall be effected by the SBWRD recording a notice of revocation with the Summit County Recorder and sending notice to the Property Owner


7. Notices. Any and all notices required or permitted hereunder shall be given in writing and personally delivered, delivered by certified mail, return receipt requested, postage prepaid, or delivered by generally recognized overnight courier providing proof of delivery, addressed as follows:

To Grantee: Snyderville Basin Water Reclamation District
2800 Homestead Road
Park City, UT 84098



To Property Owner: The Woods of Parley's Lane, Inc.
2660 West 2590 South
Salt Lake City, Utah 84119

DATED this 14th day of November, 2007.

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT


Bryan D. Atwood, P.E.
SBWRD District Engineer

THE WOODS OF PARLEY'S LANE


By: 
Its: _____

STATE OF UTAH)
 SS
COUNTY OF SUMMIT)



On the 14 day of November, 2007 personally appeared before me Douglas Knight who, being first duly sworn and upon oath, and in full recognition of the penalty for perjury in the State of Utah, did acknowledge to me that he/she is an authorized representative of Paladin Development Partners, LLC, and that he/she signed the foregoing instrument on their behalf.


Notary Public