

When recorded please return to:
Park City Municipal Corporation
Attn: City Engineer
PO Box 1480
Park City UT 84060

ENTRY NO. 01007070

11/13/2014 03:10:24 PM B: 2266 P: 0586

Encroachment PAGE 1/10

MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER

FEE 28.00 BY PARK CITY MUNICIPAL CORPORATION

**ENCROACHMENT PERMIT
& SNOWMELT SYSTEM PERMIT
IN CITY RIGHT-OF-WAY**

335 Woodside Ave (street address)

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION (City) and Eric J. Jansen (Owner(s)) to set forth the terms and conditions under which the City will permit the Owner to build, maintain, and use certain improvements within the City property and right-of-way at 335 Woodside Ave (street address), Park City, Utah. Subject to the following terms and conditions of this agreement, Owner shall have the right to construct and maintain a gated driveway within the City right-of-way of Woodside Ave (street name).

1. This encroachment agreement shall be appurtenant to the following described property: 335-1/Lot 1-335 Woodside (lot # and subdivision)
Property Ave 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 Owner(s). **Owner(s) shall attach a current title report as part of this application.**

2. The improvements permitted within the street right-of-way shall consist of concrete. 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 Park City Municipal Corporation.

3. The City may, at some future date, elect to make improvements to Woodside Ave (street name) at this location and widen the streets to full width of the right-of-way and City 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 Owner(s) may have been using within the City property right-of-way, the Owner(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. This waiver of compensation, in the event the improvements are removed for any reason whatsoever in the sole determination of Park City, is the consideration given for the granting of this encroachment permit.

4. Prior to installing City 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 City will endeavor to give the Owner(s) sixty (60) days notice, in which time the Owner(s) shall make adjustments and remodel the improvements as necessary to accommodate the changes in the street width, utilities, and-or grade at the Owner(s) cost. Park City and its franchised utilities will attempt to save as much of the Owner(s) improvements as possible but in no way guarantees any salvage value whatsoever.

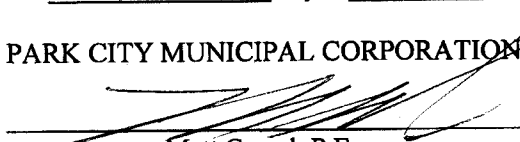
5. No permanent right, title, or interest of any kind shall vest in the Owner(s) in the street right-of-way by virtue of this agreement. The property interest hereby created is a revocable license, and not an easement or other perpetual interest. No interest shall be perfected under the doctrines of 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 Owner(s) or his/her successor shall maintain the improvements in a good state of repair at all times, and upon notice from the City, will repair any damaged, weakened, or failed sections. The Owner(s) agree(s) to hold the City harmless and indemnify the City for any and all claims which might arise from third parties, who are injured as a result of the Owner's use of the right-of-way for private purposes, or from the failure of the Owner's improvements.

7. This agreement shall be in effect until the license is revoked by the City. Revocation shall be effected by the City regarding a notice of revocation with the Summit County Recorder and sending notice to Owner or the Owner's successor.

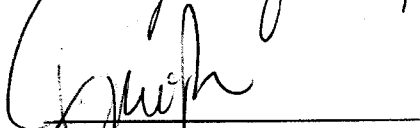
DATED this 12TH day of NOVEMBER 2014

PARK CITY MUNICIPAL CORPORATION



Matt Cassel, P.E.,
City Engineer

Attest: Jennifer Byrd



Owner's Signature

1299 Ocean Ave

Mailing Address

Santa Monica, Ca 90401

ERICH JOINER

Owner's Name (Printed)

3109938898

email address or phone number

STATE OF UTAH)
)
)
COUNTY OF SUMMIT)

See attached acknowledgment

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.

Notary Public

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On Nov 4, 2014 before me, K. Burnett "Notary Public"
(Here insert name and title of the officer)

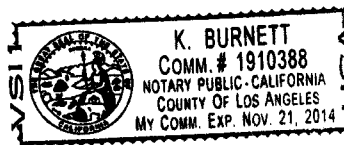
personally appeared Erich Joiner

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

K. Burnett
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

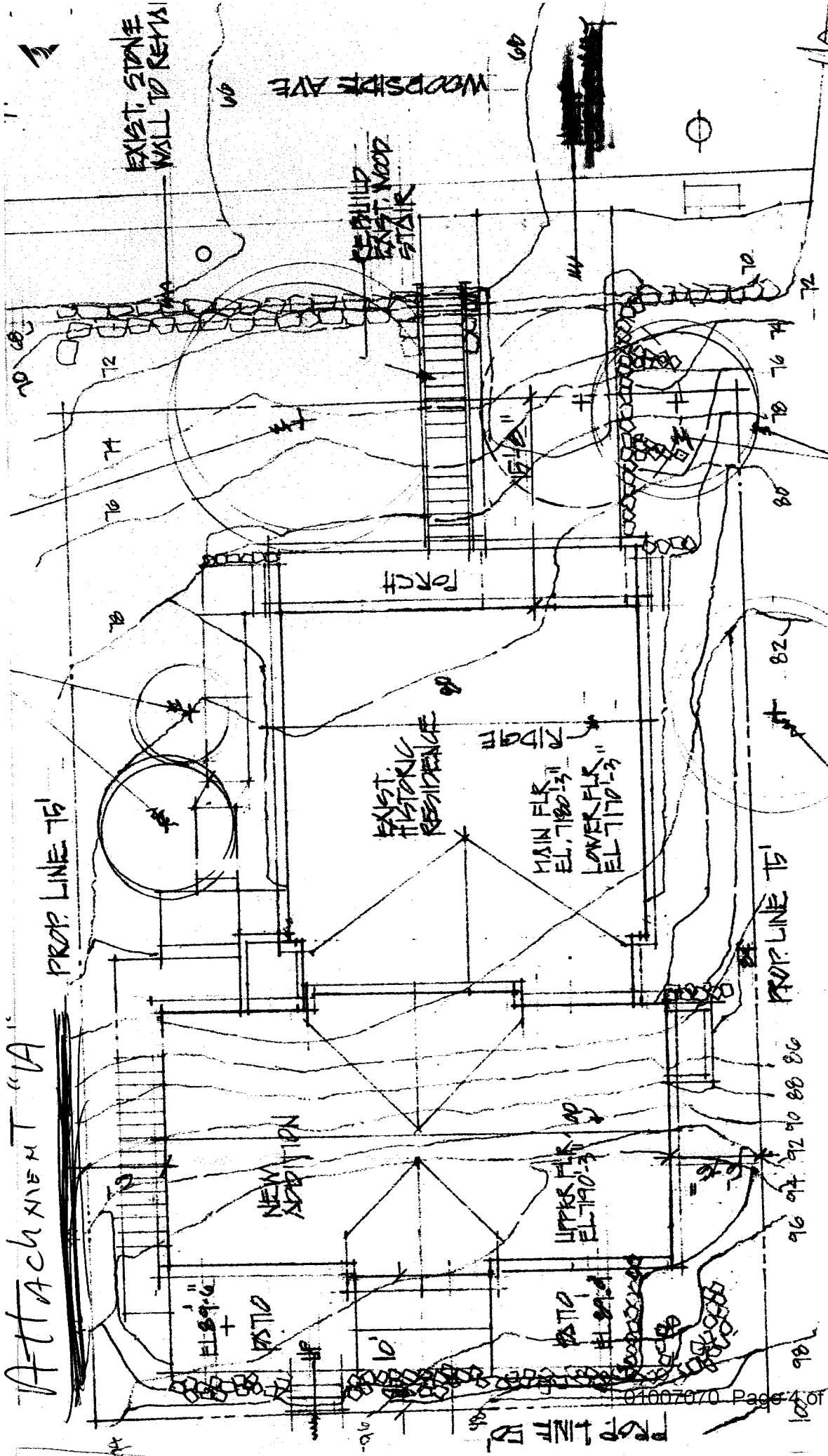
Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

<p>DESCRIPTION OF THE ATTACHED DOCUMENT</p> <p><u>Encroachment Permit + Signment</u> (Title or description of attached document)</p> <p><u>System Permit in City Right of Way</u> (Title or description of attached document continued)</p> <p>Number of Pages <u>2</u> Document Date <u>Nov 4, 2014</u></p> <p>_____ (Additional information)</p>

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

<p>CAPACITY CLAIMED BY THE SIGNER</p> <p><input checked="" type="checkbox"/> Individual (s)</p> <p><input type="checkbox"/> Corporate Officer</p> <p>_____ (Title)</p> <p><input type="checkbox"/> Partner(s)</p> <p><input type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Other _____</p>
--

Attachment "A"



REMOVE EXIST. EVERGREEN PLANT NEW EVERGREEN AS SHOWN

EXIST. RESIDUALS TO REMAIN

- ALLOWABLE: FOOTPRINT 1519 #
- FOOTPRINT - EXIST. RESIDENCE 781.75 #
- FOOTPRINT - EXIST. RESIDENCE PLUS NEW RESK ADDITION 1494.25 #

NEW SITE
 PLAN
 1" = 10'
 335 WOODSIDE

First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

1. Effective Date: **October 30, 2014, 7:55 am**

2. Policy (or Policies) to be issued:	Amount	Premium
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(a) ALTA OWNER'S POLICY (6-17-06)
or ALTA HOMEOWNERS POLICY
(3-8-10)

Proposed Insured:

(b) ALTA LOAN POLICY (6-17-06)

Proposed Insured:

3. **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by

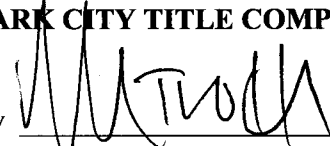
JOHN K. WATKINS, a married person, and ERICH W. JOINER, an unmarried man, as tenants in common

4. The land referred to in this Commitment is described as follows:

Lot 1 335 WOODSIDE AVENUE SUBDIVISION; according to the official plat on file in the Summit County Recorders Office. Parcel Number: 335-1

PARK CITY TITLE COMPANY

By



Authorized Signatory

First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: **October 30, 2014, 7:55am**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or according to the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded, providing us with copies of appropriate agreements, resolutions, certificates or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured:
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions. The owner and any previous owners within the last 6 months are required to sign a statement that no recent construction has taken place. A physical inspection may also be required. If recent construction has taken place, additional requirements may be added.
 - 1. **The names of JOHN K. WATKINS and ERICH W. JOINER have been checked against the records of Summit County, Utah, and no judgments or tax liens appear of record.**
 - 2. **PROPERTY ADDRESS: 335 Woodside Avenue, Park City, UT 84060.**

First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **October 30, 2014, 7:55am**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. The lien of Real Estate Taxes or assessments imposed on the title by a governmental authority that are not shown as existing Liens in the Records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
2. Any Facts, Rights, Interests or Claims that are not shown in the Public Records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Easements, claims of easements or encumbrances that are not shown in the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the Public Records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
7. **Taxes for the year 2014, now due and payable in the amount of \$2,721.00, which will not become delinquent until December 1. Serial No. 335-1.**
8. **This property is within the Park City Water Service District, Snyderville Basin Sewer Improvement District, Park City Fire Service District, Park City Fire Protection District, and Weber Basin Water Conservancy District, and is subject to the charges and assessments thereof.**
9. **Excepting all oil, gas, and other minerals of every kind and description underlying the surface of the subject property.**
10. **Claim, right, title or interest to water or water rights whether or not shown by the Public Records.**
11. **The effect of the Snyderville Basin Special Recreation District, recorded October 14, 1986 as Entry No. 259244 in Book 402 at Page 614, and modified by Resolution 93-2 recorded February 1, 1993 as Entry No. 373176 in Book 707 at Page 148, records of Summit County, Utah.**
12. **Subject to the terms, conditions and assessments contained in that certain document entitled Park City Ordinance, Ordinance No. 82-3 (Park City Neighborhood Development Plan), recorded February 16, 1982, as Entry No. 188603 in Book M-212 at Page 148-54, records of Summit County, Utah.**
Notice of Approval of the Amendment to the Park City Neighborhood Development Plan, recorded November 2, 1990 as Entry No. 332260 in Book 585 at Page 147, records of Summit County, Utah.
13. **Rights of Way for any road, ditches, canals, or transmission lines now existing over, under, or across said property.**

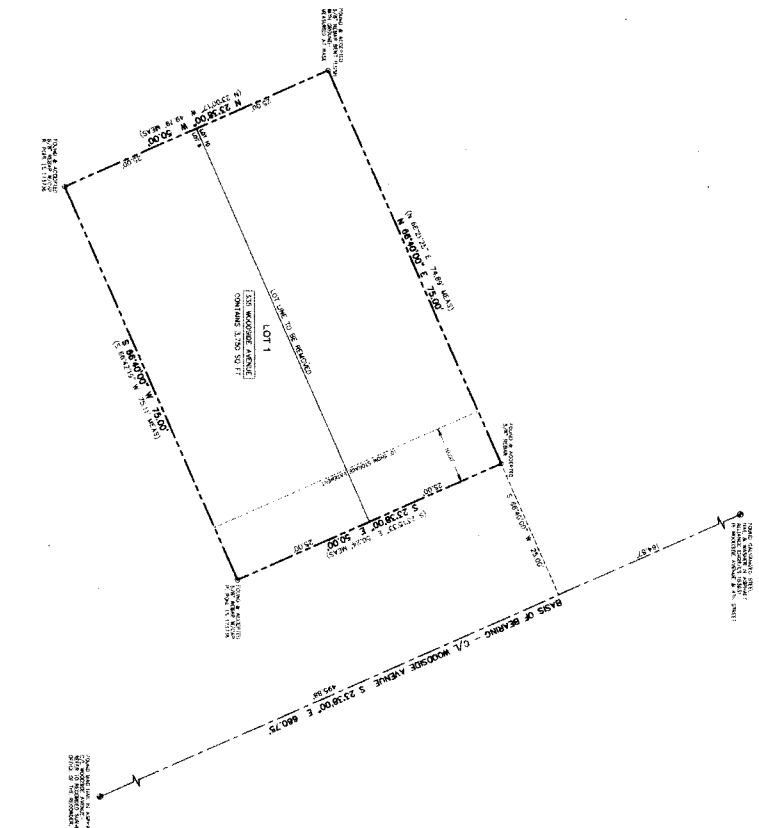
14. **Encroachment Permit by and between Park City Municipal Corporation and John K. Walkins and Erich W. Joiner, recorded September 23, 2011 as Entry No. 930760 in Book 2096 at Page 147, records of Summit County, Utah.**
15. **Encumbrance and Agreement for Historical Preservation for 335 Woodside Avenue Parcel 335-1 Lot 1 of 335 Woodside Avenue Subdivision recorded July 18, 2012 as Entry No. 949515 in Book 2137 at Page 1177, records of Summit County, Utah.**
16. **A Trust Deed dated December 11, 2009, executed by JOHN K. WATKINS and ERICH W. JOINER, as Trustor, and SUMMIT ESCROW & TITLE INSURANCE AGENCY, as Trustee, to REGIONS BANK, as Beneficiary, to secure the payment of \$487,500.00 and interest, and recorded December 15, 2009 as Entry No. 888449, in Book 2013 at Page 1836, records of Summit County, Utah.**
17. **A Trust Deed dated July 18, 2012, executed by JOHN K. WATKINS and ERICH W. JOINER, as Trustor, and MARK D. HARRINGTON, ESQ., as Trustee, to PARK CITY MUNICIPAL CORPORATION, as Beneficiary, to secure the payment of \$140,140.00 and interest, and recorded July 18, 2012 as Entry No. 949516, in Book 2137 at Page 1186, records of Summit County, Utah.**

A PARCEL COMBINATION PLAT

335 WOODSIDE AVENUE SUBDIVISION

A COMBINATION OF LOTS 9 & 10 IN BLOCK 30, PARK CITY SURVEY

LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, John Erickson, duly licensed and registered land surveyor and holder in full and exclusive authority of a license from the State of Utah, and that by and through my authority, I have prepared this Record of Survey map of 335 WOODSIDE AVENUE, subdivision of lots 9 & 10 in Block 30, Park City Survey, as shown on this plat. I further certify that the information on this plat is accurate.

John Erickson
Surveyor
9-1-2011
0506

BOUNDARY DESCRIPTION

LOTS 9 & 10, BLOCK 30, PARK CITY SURVEY, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned owners of the herein described premises do hereby certify that we have caused this Subdivision Plat to be prepared, and we, John K. Erickson, as Surveyor, do hereby certify that the said plat is correct and that we do hereby consent to the recording of this Subdivision Plat, and that we do hereby consent to the recording of the same in the public records of the State of Utah. ALSO, the owners of their respective hereby irrevocably agree and consent to the recording of the same in the public records of the State of Utah. THE RECORDING OF THIS PLAT SHALL BE DEEMED TO CONSTITUTE ACCEPTANCE AND AGREEMENT BY THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED PREMISES TO THE RECORDING OF THIS PLAT AND TO THE CONSTRUCTION THEREOF IN ACCORDANCE WITH THE TERMS AND CONDITIONS THEREOF.

In witness whereof, the undersigned set their hands this _____ day of August, 2011.

Michael Okamoto
Michael Okamoto
Estate of Michael Okamoto

[Signature]
Estate of [Name]

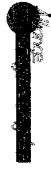
ACKNOWLEDGMENT

County of SALT LAKE, State of UTAH:

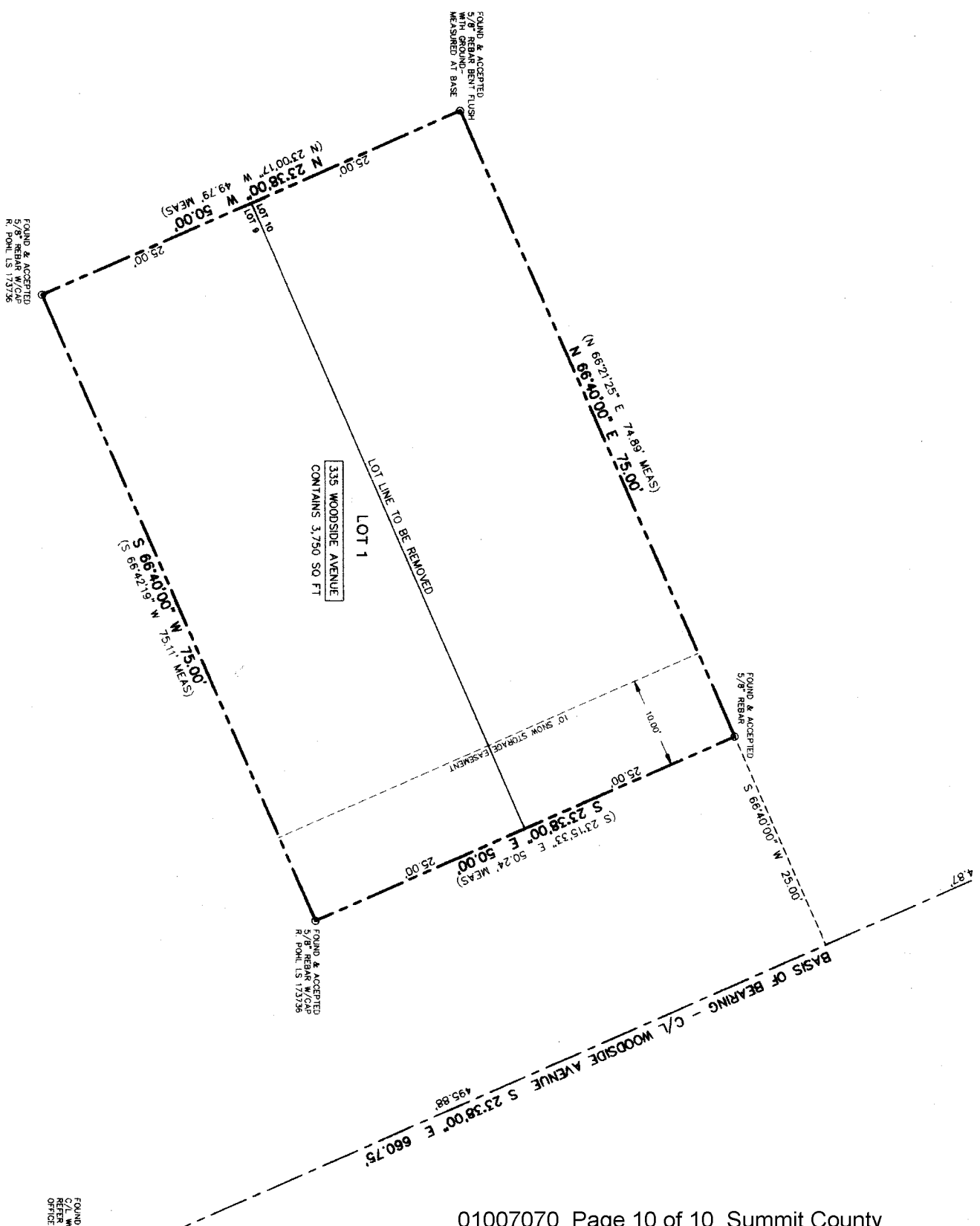
On this 01st day of AUGUST, 2011, John K. Erickson and Erik K. Erickson, duly licensed and registered land surveyors and holders in full and exclusive authority of a license from the State of Utah, and that by and through their authority, I have prepared this Record of Survey map of 335 WOODSIDE AVENUE, subdivision of lots 9 & 10 in Block 30, Park City Survey, as shown on this plat. I further certify that the information on this plat is accurate.

A Notary Public Commissioned in the State of Utah
Michael Okamoto
Notary Public
Residing in: LA ANCHUTTA COURT
My Commission Expires: 02/28/2019
Commission # 1796004

NOTE
This plat is subject to conditions of approval in Part 5th
Ordinance 16133

 <p>2011 Utah State Surveyor License</p>	<p>SNOODERVILLE BASIN WATER RECLAMATION DISTRICT</p> <p>REVIEWED FOR COMPLIANCE TO SNOODERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THE DATE OF _____ DAY OF _____, 2011 A.D. By _____</p>	<p>PLANNING COMMISSION</p> <p>APPROVED BY THE PARK CITY PLANNING COMMISSION ON THE DATE OF MARCH 28, 2011 A.D. By _____</p>	<p>ENGINEER'S CERTIFICATE</p> <p>I FIND THIS PLAT TO BE IN ACCORDANCE WITH REVISIONS FILED IN BY OTHER PLAT(S) ON _____ DAY OF _____, 2011 A.D. By _____</p>	<p>APPROVAL AS TO FORM</p> <p>APPROVED AS TO FORM THIS _____ DAY OF _____, 2011 A.D. By _____</p>	<p>CERTIFICATE OF ATTEST</p> <p>I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY CORPORATION ON _____ DAY OF _____, 2011 A.D. By _____</p>	<p>COUNCIL APPROVAL AND ACCEPTANCE</p> <p>APPROVED AND ACCEPTED BY THE PARK CITY COUNCIL THIS 7TH DAY OF APRIL, 2011 A.D. By _____</p>	<p>STATE OF UTAH, COUNTY OF SUMMIT, AND FIELD AT THE REQUEST OF Park City Title</p> <p>DATE RECORDED: _____ TIME: _____ PAGE: _____</p>
<p>FILE NO. <u>2011-11</u> FILE NO. <u>2011-11</u> FILE NO. <u>2011-11</u> FILE NO. <u>2011-11</u></p> <p>RECORDED # <u>93235</u></p> <p>SHEET 1 OF 1</p>							

A PARCEL COMBINATION PLAT



FOUND
C/L, W/C
REFER
OFFICE