

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

FEE EXEMPT  
UTAH CODE ANNOTATED § 11-13-102

### ENCROACHMENT PERMIT

632 MAIN STREET (street address)

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION (City) and SILVER QUEEN RESORT GROUP LLC (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 632 MAIN STREET (street address), Park City, Utah. Subject to the following terms and conditions of this agreement, Owner shall have the right to construct and maintain AWNINGS within the City right-of-way of HEBER AVENUE (street name).

1. This encroachment agreement shall be appurtenant to the following described property: 632 MAIN STREET (lot # and subdivision)  
Property

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

2. The improvements permitted within the street right-of-way shall consist of awnings. 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 HEBER AVENUE (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.

ENTRY NO. 01060304

12/19/2016 12:18:57 PM B: 2389 P: 0733  
Encroachment PAGE 1/14  
MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER  
FEE 0.00 BY PARK CITY MUNICIPAL CORP



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.

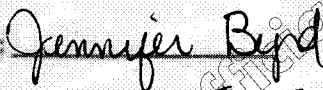
7. This agreement shall be in effect until the license is revoked by the City. Revocation shall be effected by the City regarding a notice of revocation with the Summit County Recorder and sending notice to Owner or the Owner's successor.

DATED this 13<sup>TH</sup> day of December 2016

PARK CITY MUNICIPAL CORPORATION

  
Matt Cassel, P.E.,  
City Engineer

Attest:



  
Owner's Signature

Ken Abdalla  
Owner's Name (Printed)

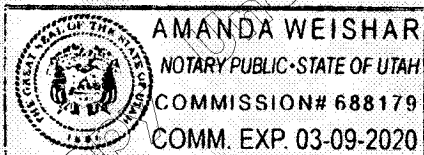
\_\_\_\_\_  
Mailing Address

435-658-9408  
email address or phone number

STATE OF UTAH )

COUNTY OF SUMMIT )

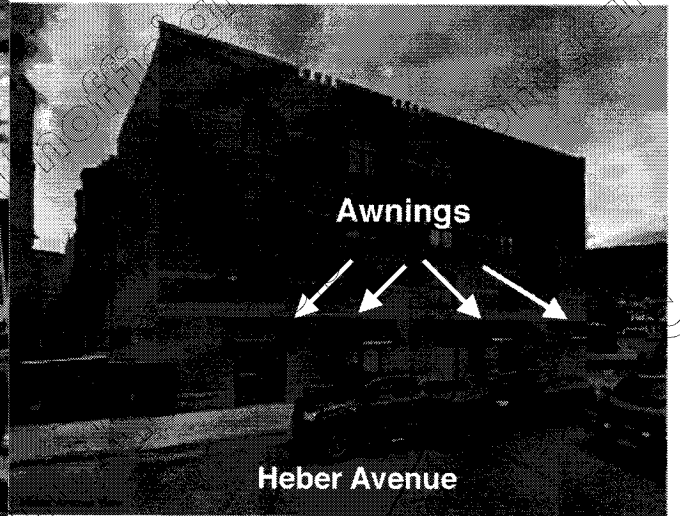
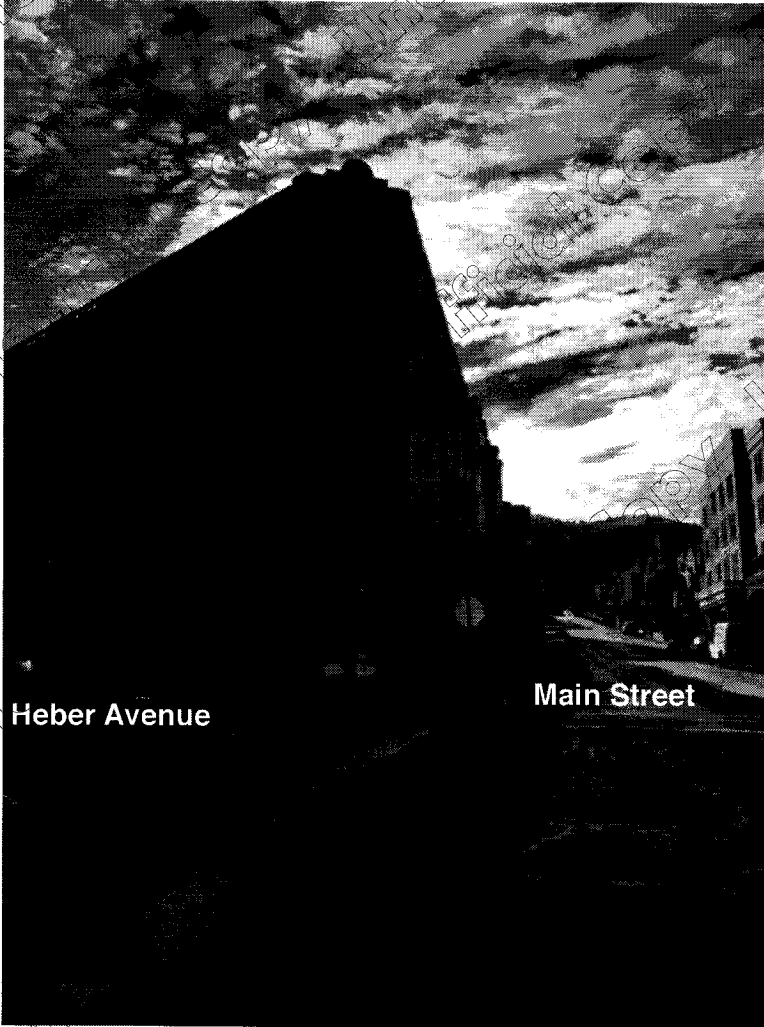
On the 2nd day of December, 2016, Ken Abdalla personally appeared before me Amanda Weishar who, being first duly sworn and upon oath, and in full recognition of the penalty for perjury in the State of Utah, did acknowledged to me that she/he is the Owner(s) of the property or, if the Owner(s) is a Corporation, that she/he is an authorized representative of the Corporation, and that she/he signed the foregoing instrument on their behalf.



  
Notary Public

**ATTACHMENT "A"**

**632 Main Street Building**





**First American Title™**

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Commitment

**FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements, all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.



1670 Bonanza Drive, Suite 105  
Park City, UT 84060  
(435) 649-8322  
Fax (435) 649-3131

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

**First American Title Insurance Company**

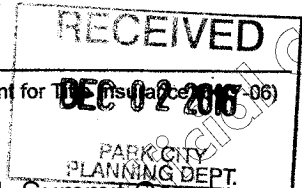
Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

**First American Title Insurance Company**

**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE A**

1. Effective Date: **November 21, 2016 7:55 am**

2. Policy (or Policies) to be issued:	Amount	Premium
(a) ALTA OWNER'S POLICY (6-17-06)	<b>\$3,150,000.00</b>	<b>\$4,733.00</b>
Proposed Insured: <b>TREY STARKEY</b>		
(b) ALTA LOAN POLICY (6-17-06)		
Proposed Insured:		

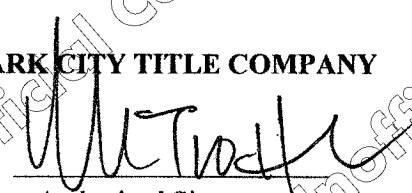
3. **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by **SILVER QUEEN RESORT GROUP, L.L.C., a Utah limited liability company**

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

**Unit C-1, contained within SILVER QUEEN CONDOMINIUMS FIRST AMENDED, together with its appurtenant undivided ownership interest in and to the Common Areas and Facilities, as established and described in the Record of Survey Map recorded August 24, 2015 as Entry No. 1026468 and in the Condominium Declaration for Silver Queen Condominiums recorded May 5, 1995 as Entry No. 429305 in Book 881 at page 674; the First Amendment to Condominium Declaration for Silver Queen Condominiums recorded March 5, 2007 as Entry No. 806272 in Book 1851 at page 662, and the Second Amendment to Declaration of Condominium for Silver Queen Condominiums recorded August 24, 2015 as Entry No. 1026469 in Book 2310 at page 1129, records of Summit County, Utah.**

**Tax Serial No. SQ-C1-1AM**

**PARK CITY TITLE COMPANY**

By   
Authorized Signatory

# First American Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: November 21, 2016, 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:
  - 1. **Warranty Deed from SILVER QUEEN RESORT GROUP, L.L.C., a Utah limited liability company, to TREY STARKEY.**
  - 2. **Provide Park City Title Company with organizational documents for the within entities including authorizing resolutions for the within transaction.**
- (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 TREY STARKEY and SILVER QUEEN RESORT GROUP, L.L.C., a Utah limited liability company, have been checked against the records of Summit County, Utah, and no judgments or tax liens appear of record.**
  - 2. **PROPERTY ADDRESS: 632 Main Street, Unit #C1, Park City, UT 84060.**

**First American Title Insurance Company****COMMITMENT FOR TITLE INSURANCE****SCHEDULE B - SECTION II  
EXCEPTIONS**Effective Date: **November 21, 2016, 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 2016, now due and payable in the amount of \$7,632.30, which will not become delinquent until November 30th. Currently assessed under Serial No. SQ-C1-1AM.**  
**Taxes for the year 2015 have been paid in the amount of \$8,052.53 under Serial No. SQ-C1-1AM.**
8. **This property is within the Park City District, the Main Street Off-Street Parking Special Improvement District, the Snyderville Basin Sewer Improvement District, the Park City Fire Protection District, the Park City Water Service District and the Weber Basin Water Conservancy District, and is subject to the charges and assessments thereof.**
9. **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, records of Summit County, Utah.**
10. **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.**
11. **Excepting all oil, gas, and other minerals of every kind and description underlying the surface of the subject property.**
12. **Claim, right, title or interest to water or water rights whether or not shown by the Public Records.**
13. **All of the provisions, including limitations, covenants, conditions, restrictions, reservations, exceptions, easements, assessments, terms and liens contained in the Condominium Declaration for Silver Queen Condominiums, recorded May 5, 1995 as Entry No. 429305 in Book 881 at Page 674, records of Summit**



County, Utah.

**First Amendment to Condominium Declaration for Silver Queen Condominiums recorded March 5, 2007 as Entry No. 806272 in Book 1851 at page 662, records of Summit County, Utah.**

**Second Amendment to Declaration of Condominiums for Silver Queen Condominiums recorded August 24, 2015 as Entry No. 1026469 in Book 2310 at page 1129, records of Summit County, Utah.**

**14. Easements, restrictions and notes as shown on the recorded plat.**

**15. Short Form Memorandum of Lease by and between Silver Queen Resort Group, LLC, a Utah limited liability company, as Landlord, and SSI Venture LLC, a Colorado limited liability company, as Tenant, and recorded October 4, 2016 as Entry No. 1055122 in Book 2376 at page 387, records of Summit County, Utah.**

# **PARK CITY TITLE COMPANY PRIVACY POLICY**

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation.

**In the course of our business, we may collect Personal Information about you from the following resources:**

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies

## **Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information**

We Maintain physical, electronic and procedural safeguards to protect your Personal Information only to those employees who need such access in connection with provided products or services to you or for other legitimate business purposes.

## **Our Policies and Practices Regarding the Sharing of Your Personal Information**

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- To agents, brokers or representatives to provide you with services you have requested;
- To third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- To others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of our company is to record documents in the public domain. Such documents may contain your Personal Information.

When Recorded mail to:  
Joseph E. Wrona  
Wrona, Gordon & Dubois  
1745 Sidewinder Drive  
Park City, UT 84060

**ENTRY NO. 01026469**

08/24/2015 09:53:59 AM B: 2310 P: 1129

Declaration PAGE 1/9  
MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER  
FEE 33.00 BY PARK CITY TITLE



**SECOND AMENDMENT  
TO DECLARATION OF CONDOMINIUM  
FOR SILVER QUEEN CONDOMINIUMS**

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR SILVER QUEEN CONDOMINIUMS ("2<sup>nd</sup> Amendment") is adopted and executed by and between SILVER QUEEN RESORT GROUP, LLC, a Utah limited liability company, ("Declarant"), for itself, its successors and assigns, pursuant to the provisions of Title 57, Chapter 8, Utah Code Ann., as amended (the "Act"), Richard Joseph Blomquist and Kathryn Strobel Blomquist (collectively "the Blomquists"), and Jack Real Property, LLC ("JRP").

**RECITALS**

A. With the exception of Units 1 and 9, Declarant holds both legal and equitable title to the certain real properties located in Summit County, Utah, that are identified and governed by that certain Condominium Declaration for Silver Queen Condominium recorded with the Summit County Recorder on May 5, 1995, Entry No. 00429305, Book 00881, beginning at Page 00674, and the First Amendment to Condominium Declaration for Silver Queen Condominiums, recorded on March 5, 2007, as Entry No. 00806272, Book 185, beginning at Page 0662 (these recorded documents are collectively referred to as "the Declaration").

B. JRP holds legal and equitable title to Unit 1 and the Blomquists currently hold legal and equitable title to Unit 9 in the Silver Queen Condominiums referenced in the Declaration.

C. By their signatures below, the Declarant, JRP and the Blomquists consent to the recording of this 2<sup>nd</sup> Amendment and intend for this 2<sup>nd</sup> Amendment to allow for the replatting of the Silver Queen Condominiums and the recalculation of square footage, voting interests and common area interests of the condominium Units in accordance with the replat.

NOW, THEREFORE, Declarant, JRP and the Blomquists hereby declare, covenant and agree as follows that each of the Recitals A through C is incorporated into and made a part of this Declaration for all purposes and further declare, covenant and agree as follows:

1. Paragraph 2.18 of Article I of the Declaration is struck and replaced by the following paragraph:

2.18 Map shall mean and refer to the original Record of Survey of Silver Queen Condominiums as amended by the Record of Survey of Silver Queen Condominiums First Amended that is attached as Exhibit A to this 2<sup>nd</sup> Amendment ("the First Amended Survey Map") once that First Amended Survey Map is recorded by Declarant.

2. In accordance with the First Amended Survey Map, the designated square footage calculations for each of the Units, the number of votes allocated to each Unit, and the calculation of each Unit's undivided interest in the common area, are set forth in Exhibit B to this 2<sup>nd</sup> Amendment.
3. <sup>JRP,</sup> Declarant and Blomquists waive any notice requirements and meeting requirements to vote on the adoption of this 2<sup>nd</sup> Amendment, and deem their signatures below to constitute a unanimous vote by the members of the Silver Queen Owner's Association to adopt this 2<sup>nd</sup> Amendment.

WITNESSED AND CONSENTED THIS DAY BY:


SILVER QUEEN RESORT GROUP, LLC, a Utah limited liability company

By:   
 Ken Abdalla  
 Manager  
 Silver Queen Resort Group, LLC

STATE OF UTAH

COUNTY OF SUMMIT


The foregoing instrument was acknowledged before me this 27 day of July, 2015 by, Kenneth Abdalla, who appeared before me with proof of his identity and acknowledged that he is the Manager of Silver Queen Resort Group, LLC, a Utah limited liability company.


My Commission Expires: \_\_\_\_\_ By:   
 NOTARY PUBLIC



RICHARD JOSEPH BLOMQUIST

KATHRYN STROBEL BLOMQUIST



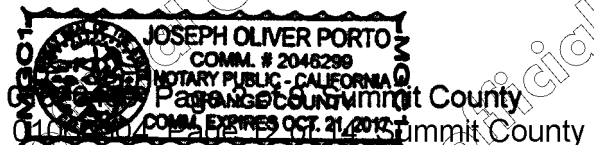
  
*see attached acknowledgment form*

STATE OF CALIFORNIA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 22nd day of July, 2015 by Richard Blomquist and Kathryn Blomquist, who each appeared before me with proof of their respective identities and who signed their name in my presence.

My Commission Expires: 10/21/2017 By:   
 NOTARY PUBLIC



**WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT** (FORM NO. 50-01-100)

State of Washington }  
County of King } ss.

I certify that I know or have satisfactory evidence that Kathryn Strobel Blomquist  
Name of Signer

is the person who appeared before me, and said  
person acknowledged that ~~she~~/he signed this  
instrument and acknowledged it to be ~~his~~/her  
free and voluntary act for the uses and purposes  
mentioned in the instrument.

Dated: 07/23/2015  
Month/Day/Year

Kristina L. Rencher  
Signature of Notarizing Officer

Notary Public  
Title (Such as "Notary Public")

My appointment expires  
08/22/2017  
Month/Day/Year of Appointment Expiration

Place Notary Seal and/or Stamp Above

**OPTIONAL**

*Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

Description of Attached Document  
Second Amendment to Declaration of  
Title or Type of Document: Condominium For Silver Queen Condominiums

Document Date: 07/22/2015 Number of Pages: 12

Signer(s) Other Than Named Above: Richard Joseph Blomquist

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

JACK REAL PROPERTY, LLC, a Utah limited liability company

By: [Signature]

Ken Abdalla  
Manager  
Jack Real Property, LLC

STATE OF UTAH

COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of AUGUST, 2015 by, Kenneth Abdalla, who appeared before me with proof of his identity and acknowledged that he is the Manager of Jack Real Property, LLC, a Utah limited liability company.

My Commission Expires: \_\_\_\_\_

By: [Signature]  
NOTARY PUBLIC

