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

## Fee Exempt per Utah Code Annotated 1953 21-7-2

## ENCROACHMENT PERMIT SNOWMELT SYSTEM IN CITY RIGHT-OF-WAY

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION	
(City) and Kelly Carcles [Owner(s)] to set forth the terms and conditions under	4
which the City will permit the Owner to build, maintain, and use certain improvements within the	12
City property and right-of-way at 1268 Empire 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 snowmelt system and driveway within the City right-of-way of Empire Ave. (street name).	) レ
address), Park City, Utah. Subject to the following terms and conditions of this agreement,	İ
Owner shall have the right to construct and maintain snowmelt system and driveway within the	۸
City right-of-way of <u>Empire Ave.</u> (street name).	
1. This encroachment agreement shall be appurtenant to the following	i
described property: Lot 28 Block 18 Syndles Addition (lot # and subdivision)	
SA-193-AD Property	1
This agreement is not transferable to other property, but is freely transferable with the title to this	1
lot. The license and conditions as stated in the agreement, are binding on the successors in title or	V (
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	
driveway paving and a snowmelt system.	
3. The City may, at some future date, elect to make improvements to	
Empire (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,	J.,
replacement, and/or destruction of the improvements the Owner(s) may have been using within	V (
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.	
the granting of this encroactanion permit.	
4. Prior to widening 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) 24	
(twenty-four) hours notice, in which time the Owner(s) shall make adjustments and remodel the	į
driveway and/or snowmelt system necessary to accommodate the changes in the street width,	1
utilities, and or grade at the Owner(s) cost. Park City and its franchised utilities will attempt to	) V
save as much of the Owner(s) improvements as possible but in no way guarantees any salvage	
value whatsoever. The Owner(s) specifically acknowledge that this agreement contemplates the	
Goss of any use of their snowmelt system.	!
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5. No permanent right, title, or interest of any kind shall vest in the Owner(s) in the	i

street right-of-way by virtue of this agreement. The property interest hereby created is a

adverse use, as the use hereby permitted is entirely permissive in nature.

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

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ALAN SPRIGGS, SUMMIT CO RECORDER 2006 SEP 07 10:20 AM FEE \$ 00 BY GGB REQUEST: PARK CITY MUNICIPAL CORP

- 6. The Owner(s) or his/her successor shall maintain the driveway and snowmelt system 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.
- 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.

DATELOIN	18 <b>/9</b>	day of Augir	, 20 <u>0 </u>	<b>2</b> _(0) <sup>×</sup>	
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<u> </u>	Owner	s's Signature	thruno D.	ander _	,
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STATE OF UTAH
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COUNTY OF SUMMIT
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On the day of day of 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, the she/he is an authorized representative of the Corporation, and the she/he signed the foregoing instrument on their behalf.

MOTARY PUBLIC
SHERI L TINGEY
2827 South 50 West
Soundlut, UT 34010
bly Commission Expires: 10-16-2008
State - I Ulah

Notary Public

BK1815 PG1206