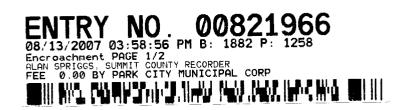
When recorded please return to: Park City Municipal Corporation Attn: City Engineer PO Box 1480 Park City UT 84060

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 Jon [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 345 Deb Out of (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		
Owner shall have the right to construct and maintain snowmelt system and driveway within the City right-of-way of her VALLEY, (street name).		
1. This encroachment agreement shall be appurtenant to the following		
described property: UNIT#6 DEER VALLEY DRIVE CONDOMINIUM (lot # and subdivision)		
Property		
Property TAX I.D. DVDC-6		
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 driveway paving and a snowmelt system.
- 3. The City may, at some future date, elect to make improvements to vertex (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 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 driveway and/or snowmelt system 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. The Owner(s) specifically acknowledge that this agreement contemplates the loss of any use of their snowmelt system.
- 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 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.
- 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 9 ⁷¹¹	day of <u>AUGUST</u> , 20 <u>07</u>
PARK CKTY	MUNICIPAL CORPORATION CONTROL CORPORATION
Ei	ric W. DeHaan, P.E.,
	City Engineer
<u></u>	n d
P-0	Owner's Signature - Pax 682707
P- 0	Mailing Address Y068

STATE OF UTAH	
	SS
COUNTY OF SUMMIT)

On the 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.

NOTARY PUBLIC
NOTARY PUBLIC
LARAMIE MILES
1100 Snow Creek Dr
Park City, UT 84060
My Commission Expires
April 8, 2008
STATUSSION OF DA

April 8, 2008 STA 100820 966 Page 2 of 2 Summit Co