

FEE EXEMPT PER
UTAH CODE
ANNOTATED 1953
21-7-2

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

ENCROACHMENT PERMIT
SNOWMELT SYSTEM IN CITY RIGHT-OF-WAY

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION (City) and M. MATTHES [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 1110 & 1114 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).

1. This encroachment agreement shall be appurtenant to the following described property: Lot 28 & 29 Snyder Addition, Bldg 17 (lot # and subdivision) Mth5-A, Mth5-B ^{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.

2. The improvements permitted within the street right-of-way shall consist of driveway paving and a snowmelt system. Attach a scaled drawing, labeled as ATTACHMENT 'A', showing the improvements and the location of all related equipment, on 8 1/2 " X 11" or 11"X17" paper.

3. The City may, at some future date, elect to make improvements to EMPIRE 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 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. If time allows, 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. If Owner is unable to make adjustments, Owner understands that the improvements may be lost. 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.

ENTRY NO. 00912684
12/10/2010 10:03:37 AM B: 2060 P: 1655
Encroachment PAGE 1/6
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
FEE 0.00 BY 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.

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.

3rd
DATED this 10 day of NOVEMBER, 2010

PARK CITY MUNICIPAL CORPORATION

Matt Cessel
Matt Cessel, P.E.,
City Engineer

Mandalena M. Hallers
Owner's Signature

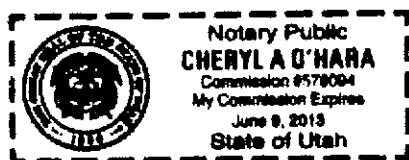
P.O. Box 1241, PC, UT 84060
Mailing Address

Mandalena M. Hallers
Owner's Name (Printed)

801-580-2645
email address or phone number

STATE OF UTAH)
SALT LAKE ss
COUNTY OF SUMMIT)

On the 10 day of November, 2010 personally appeared before me
Cheryl A. O'Hara 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 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.



Cheryl A. O'Hara
Notary Public

FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE A

File Number: 10-6029

1. Effective Date: November 2, 2010 at 08:00 AM

	Amount	Premium
2. Policy or Policies to be issued:		
(A) ALTA Owner's Policy		
Proposed Insured:		
(B) ALTA Loan Policy		
Proposed Insured:		
(C) SPECIAL REPORT		\$ 300.00

3. The estate or interest in the land described or referred to in this Report and covered herein is Fee Simple and title thereto is at the effective date hereof vested in:

MAGDALENA MATTIES

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

Unit Nos. A and B, contained within the MATTIES CONDOMINIUM, a Condominium Project as the same is identified in the Record of Survey Map recorded on May 26, 2010 in Summit county, as Entry No. 899445, (as said Record of Survey Map may have heretofore been amended or supplemented) and in the Declaration recorded in Summit County, as Entry No. 889446, in Book 2033, at Page 1347 (as said Declaration may have heretofore been amended or supplemented).

TOGETHER WITH the appurtenant undivided interest in said Project's Common Areas as established in said Declaration and allowing for periodic alteration both in the magnitude of said undivided interest and in the composition of the Common Areas and Facilities to which said interest relates.

(For reference purposes only: Tax Parcel No. MTHS-A, Account No. 0475821, as to Unit A
Tax Parcel No. MTHS-B, Account No. 0475838, as to Unit B)

Property Address: 1114 Empire Avenue, as to Unit A
Park City, Utah 84060
1110 Empire Avenue, as to Unit B
Park City, Utah 84060

Issued at GUARDIAN TITLE COMPANY OF UTAH
tlb

INQUIRIES SHOULD BE DIRECTED TO:
Blake Hammond, Escrow Officer
Corporate Office, (801)255-8888
6975 Union Park Center #390
Cottonwood Heights, Utah 84047

SPECIAL REPORT
Schedule A

(10-6029.pdf/10-6029/14)

FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE B - SECTION 2
EXCEPTIONS

File Number: 10-6029

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company, (or unless the policy to be issued is an ALTA Homeowner's Policy (10/22/03) in which case only item 8 is relevant and items 1-7 are expressly deemed inapplicable to the covered risks of said ALTA Homeowner's Policy).

1. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records.
6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the Public Records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or Mortgage thereon covered by this commitment.
9. Taxes for the year 2010 are now due and payable in the amount of \$2,237.00, as to part of Tax Parcel No. MATTHES-1, Account No. 0463787. 2009 taxes have been paid.
NOTE: Summit County Treasurer, P.O. Box 128, 60 N. Main, Coalville, UT 84017, Telephone No. 435-336-3268.
10. Easements, as shown at plat.
11. Subject to the terms and conditions contained within the Restrictions recorded in Book 2033, at Page 1347, records of Summit County, Utah; deleting therefrom any covenants or restrictions, if any, indicating any preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
12. Subject to terms, conditions and restrictions, that may be disclosed on the recorded plat.

SCHEDULE B - SECTION 2

EXCEPTIONS

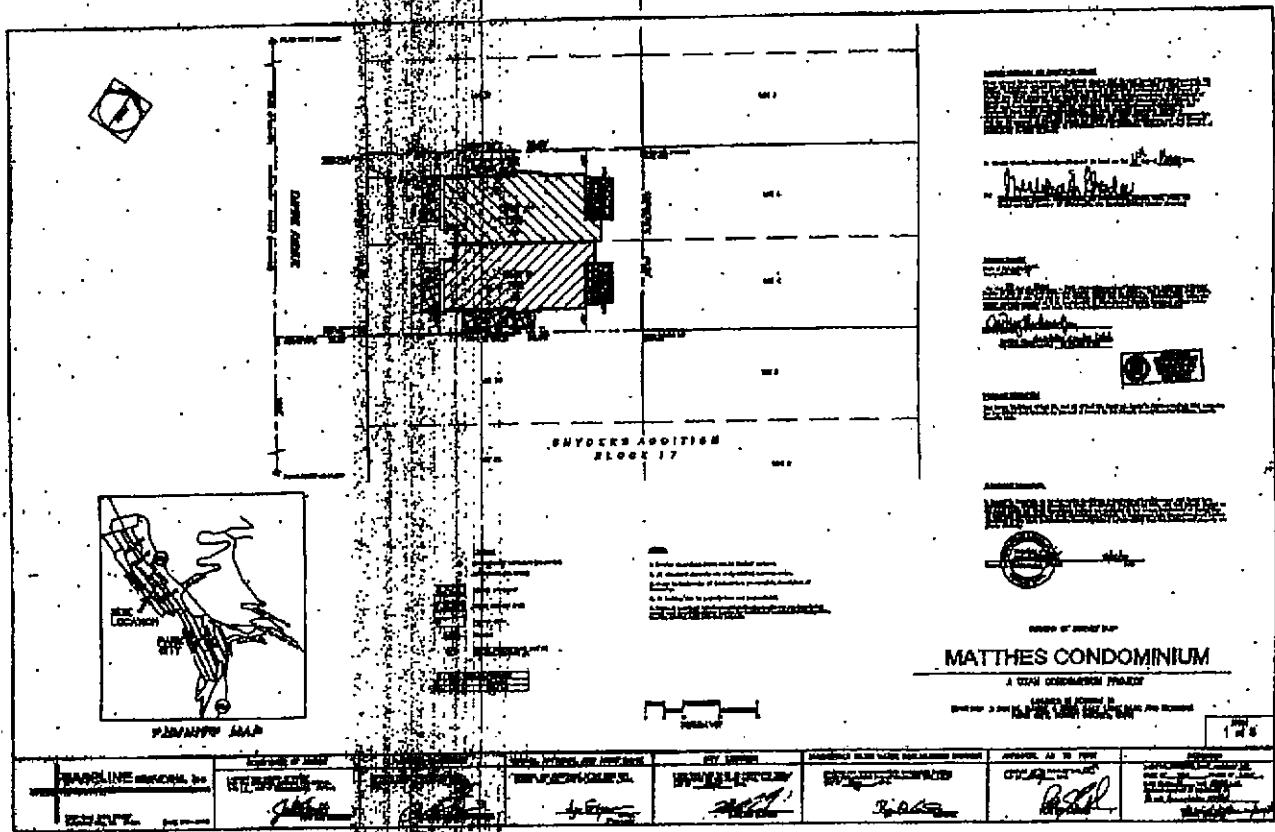
(Continued)

File Number: 10-6029

13. Terms and conditions of that Deed of Trust from MAGDALENA MATTHES, as Trustor, to ZIONS FIRST NATIONAL BANK, N.A., as Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as nominee for ZIONS FIRST NATIONAL BANK, N.A., as Beneficiary, to secure \$450,000.00, dated June 4, 2010, and recorded June 8, 2010, in Book 2035, at Page 219, as Entry No. 900157, and re-recorded September 16, 2010, in Book 2048, at Page 31, as Entry No. 906836. (Affects Unit B)
14. Terms and conditions of that Deed of Trust from MAGDALENA MATTHES, as Trustor, to ZIONS FIRST NATIONAL BANK, N.A., as Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as nominee for ZIONS FIRST NATIONAL BANK, N.A., as Beneficiary, to secure \$450,000.00, dated June 4, 2010, and recorded June 8, 2010, in Book 2035, at Page 245, as Entry No. 900158, as re-recorded September 16, 2010, in Book 2048, at Page 4, as Entry No. 906835. (Affects Unit A)
15. Subject to a perpetual easement for snow shed area in favor of MAGDALENA MATTHES for the purpose of storing snow that sheds from the roof of structure on Owner A's property over, under, across and through the Northerly side of Property B, as disclosed by that Snow Shed Basement Agreement, dated August 25, 2008, and recorded September 8, 2008, in Book 1948, at Page 356, as Entry No. 854333.
16. Subject to a perpetual easement for snow shed in favor of FASQUE LLC for the purpose of storing snow that sheds from the roofs of the structures on the owners respective properties over, under, across and through the Northerly side of subject property, as disclosed by that Reciprocal Snow Shed Easement Agreement, dated July 10, 2008, and recorded September 8, 2008, in Book 1948, at Page 358, as Entry No. 854334.
17. Subject to a perpetual easement for snow shed in favor of FASQUE LLC for the purpose of storing snow that sheds from the roofs of the structures on the owners respective properties over, under, across and through the Northerly side of subject property, as disclosed by that Reciprocal Snow Shed Easement Agreement, dated July 10, 2008, and recorded September 8, 2008, in Book 1948, at Page 360, as Entry No. 854335.
18. Subject to a perpetual easement for snow shed in favor of MAGDALENA MATTHES for the purpose of storing snow shed from the roofs of the structures on Owner A's respective property over, under, across and through the Southerly side of Property B, as disclosed by that Snow Shed Basement Agreement, dated May 30, 2008, and recorded January 9, 2009, in Book 1962, at Page 983, as Entry No. 862244.
19. Said property is located within the boundaries of Park City and Summit County and is subject to all assessments and service charges levied thereunder.

REF ID: A6594

INTERVIEW # MTHS-UNIT#



Market opportunities

RECORDER'S NOTE

LEGIBILITY OF WRITING, TYPING OR
PRINTING UNSATISFACTORY IN THIS
DOCUMENT WHEN RECEIVED.