

ENCROACHMENT PER  
335 Woodside Avenue

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION (*City*) and John K. Watkins and Erich W. Joiner (*Owners*) 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 Avenue, Park City, Utah. Subject to the following terms and conditions of this agreement, Owners shall have the right to construct and maintain a stone wall, steps and landscaping within the City right-of-way of Woodside Avenue.

1. This encroachment agreement shall be appurtenant to the following described property: 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. *PC-372*

This agreement is not transferable to other property, but is freely transferable with the title to these lots. 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. *Submitted to City Engineer w/ Plat. per Matt Cassel*

2. The improvements permitted within the street right-of-way shall consist of a stone wall, steps and landscaping. 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 Avenue 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) waive(s) 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

ENTRY NO. 00930760

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Encroachment PAGE 1/4

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 0.00 BY PARK CITY MUNICIPAL CORPORATION





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# CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

\_\_\_\_\_  
 Signature of Document Signer No. 1

\_\_\_\_\_  
 Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (~~or affirmed~~) before me on this

06 day of August, 2011, by

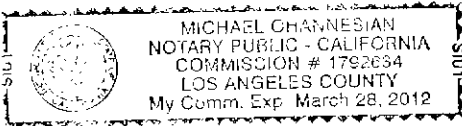
(1) John K. Watkins  
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (→) (,)

(and

(2) Erich Joiner  
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below 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.*

### Further Description of Any Attached Document

Title or Type of Document: Easement Permit - 335 Woodside Ave

Document Date: Aug 01, 2011 Number of Pages: 3

Signer(s) Other Than Named Above: —

**RIGHT THUMBPRINT OF SIGNER #1**  
Top of thumb here

**RIGHT THUMBPRINT OF SIGNER #2**  
Top of thumb here

ATTACHMENT 'A'

