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 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.

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. put Matt Cased

- 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 ½ "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
09/23/2011 09:19:56 AM B: 2096 P: 0885
Encroachment PAGE 1/4
ALAN SPRIGGS. SUMMIT COUNTY RECORDER
FEE 0.00 BY PARK CITY MUNICIPAL CORPORATION

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

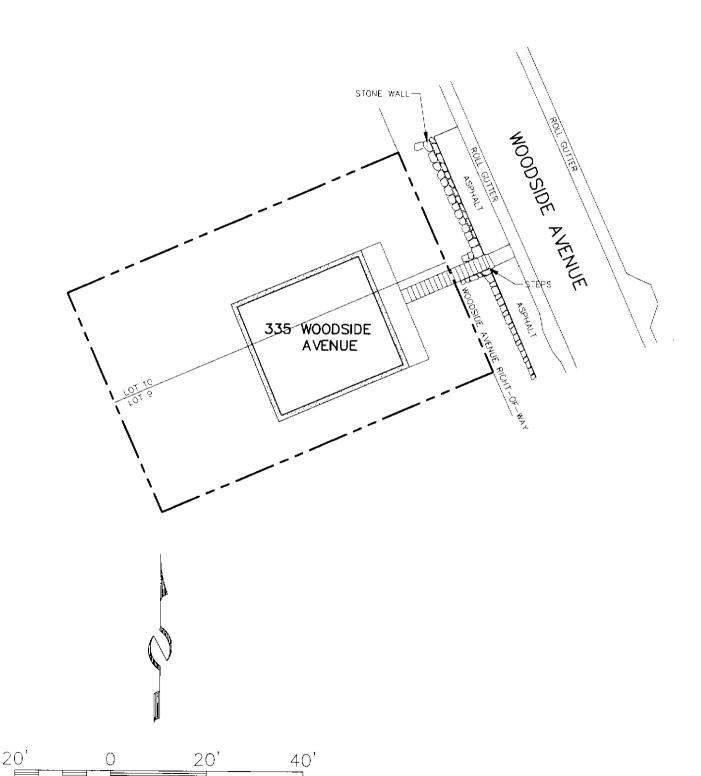
shall be effected by the City regarding a notice of sending notice to Owner or the Owner's success	of revocation with the Summit County Recorder and
~	
DATED this	day of Ato, 2011
PARK CITY MIJ	NICIPAL CORPORATION
Mat	tt Cassel, P.E.,
	ity Engineer
Attest: Jennifer Byrd	
Owner's Signature	John K Watkins Owner's Name (Printed)
Street, Manhattan Beach, CA 90266 Maining Address	email address or phone number
(pank	ERICH JOINER
Owner's Signature	Owner's Name (Printed)
2412 The Strand, Manhattan Beach, CA 90266 Mailing Address	(310) 993-8898 email address or phone number
STATE OF)	
COUNTY OF)	
On the day of	. 20
personally appeared before me	, 20, who, being first n of the penalty for perjury in the State of
did acknowledged to me that she/he is the Owne	on of the penalty for perjury in the State of
	See attached cre-tifteate
	Notary Public

elle —

## **CALIFORNIA JURAT WITH AFFIANT STATEMENT**

$\frac{1}{2}\left(\frac{1}{2}\right)\right)\right)}{\frac{1}{2}}\right)\right)}{\frac{1}{2}}}\right)}\right)}}\right)}}\right)}}\right)}}\right)}}}}\right)}}}}}$	
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 ios Angeles	Subscribed and sworn to (o <del>r affirmed</del> ) before me on this
	Olst day of August, 20 11, by  Month  (1) John T. Watkins  Name of Signer
	(1) John K. Watkins Name of Signer
	proved to me on the basis of satisfactory evidence to be the person who appeared before me $(\cdot,\cdot)$ (,)
	(and
MICHAEL GHANNESIAN NOTARY PUBLIC - CALIFORNIA COMMISCION # 1752634 LOS ANGELES COUNTY My Comm. Exp. March 28, 2012	(2) Erich Joiner
	Name of Signer
	proved to me on the basis of satisfactory evidence to be the person who appeared before me.)
All the state of t	Signature
	Signature of Notary Public
Place Notary Seal Above	OTIONA!
Though the information below is not required by law valuable to persons relying on the document and of fraudulent removal and reattachment of this form to an	could prevent OF SIGNER #1 OF SIGNER #2
Further Description of Any Attached Document	Top of thumb here Top of thumb here
Title or Type of Document: Engrowed Perm	it-305 Woodside Aur
Document Date: Aut 01, 2011 Number o	
Signer(s) Other Than Named Above:	·

## ATTACHMENT 'A'



00930760 Page 4 of 4 Summit County