

ENCROACHMENT PERMIT  
SNOWMELT SYSTEM IN CITY RIGHT-OF-WAY

FEE EXEMPT  
UTAH CODE ANNOTATED § 11-13-102

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION (City) and PETER LABON [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 1334 LUCKY JOHN DR (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 LUCKY JOHN DR (street name).

1. This encroachment agreement shall be appurtenant to the following described property: LOT #50, HOLIDAY RANCHETTES (lot # and subdivision)  
Property HR-50

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.

Title report is  
ATTACHED to  
"Encroachment  
Permit" for  
same property  
both submitted on  
6-18-2012

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 LUCKY JOHN DR (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. 00947492

06/20/2012 10:55:25 AM B: 2133 P: 0557

Encroachment PAGE 1/3

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 0.00 BY PARK CITY MUNICIPAL CORPORATION



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.

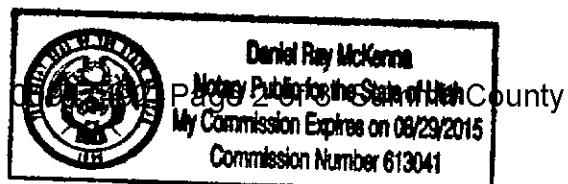
**Matt Cassel, P.E.,**  
City Engineer

PETER LABON  
Owner's Name (Printed)  
435-659-0159  
email address or phone number

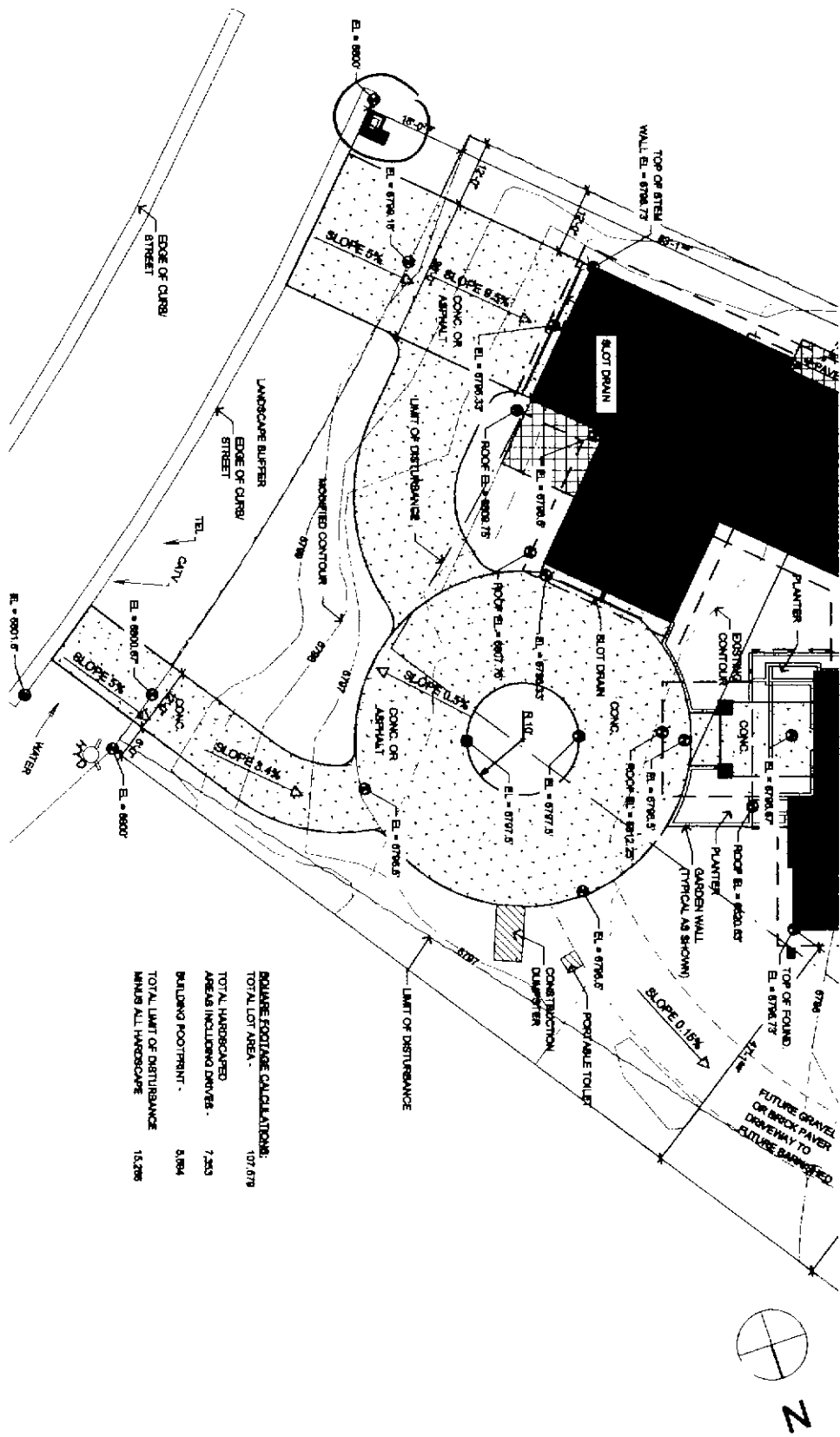
STATE OF UTAH )  
 )  
 ) SS  
COUNTY OF SUMMIT )

On the 6<sup>th</sup> day of June, 2012, personally appeared before me Peter Laban 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



334 LUCKY JOHN DRIVE



**SQUARE FOOTAGE CALCULATIONS:**

TOTAL LOT AREA -	107.679
TOTAL HARDSCAPED AREAS INCLUDING DRIVEWAYS -	7.253
BUILDING FOOTPRINT -	5.894
TOTAL LIMIT OF DISTURBANCE MINUS ALL LANDSCAPE	15.285

1" = 30'-0"