

ENCROACHMENT PERMIT  
1334 LUCKY JOHN DR (street address)

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 MAILBOX 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, HOLIWAY 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.

2. The improvements permitted within the street right-of-way shall consist of MAILBOX. 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 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 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.

Please see side 2

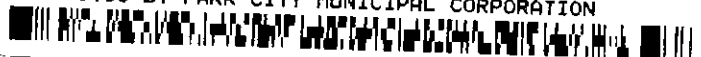
ENTRY NO. 00947493

06/20/2012 10:55:25 AM B: 2133 P: 0360

Encroachment PAGE 1/12

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 0.00 BY PARK CITY MUNICIPAL CORPORATION



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 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 16<sup>th</sup> day of JUNE, 2012

PARK CITY MUNICIPAL CORPORATION

\_\_\_\_\_  
Matt Cassel, P.E.,  
City Engineer

Attest: \_\_\_\_\_

P. Labon  
Owner's Signature

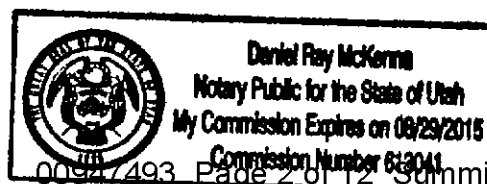
2835 SOLAMERE DR  
Mailing Address PARK CITY  
UT 84060

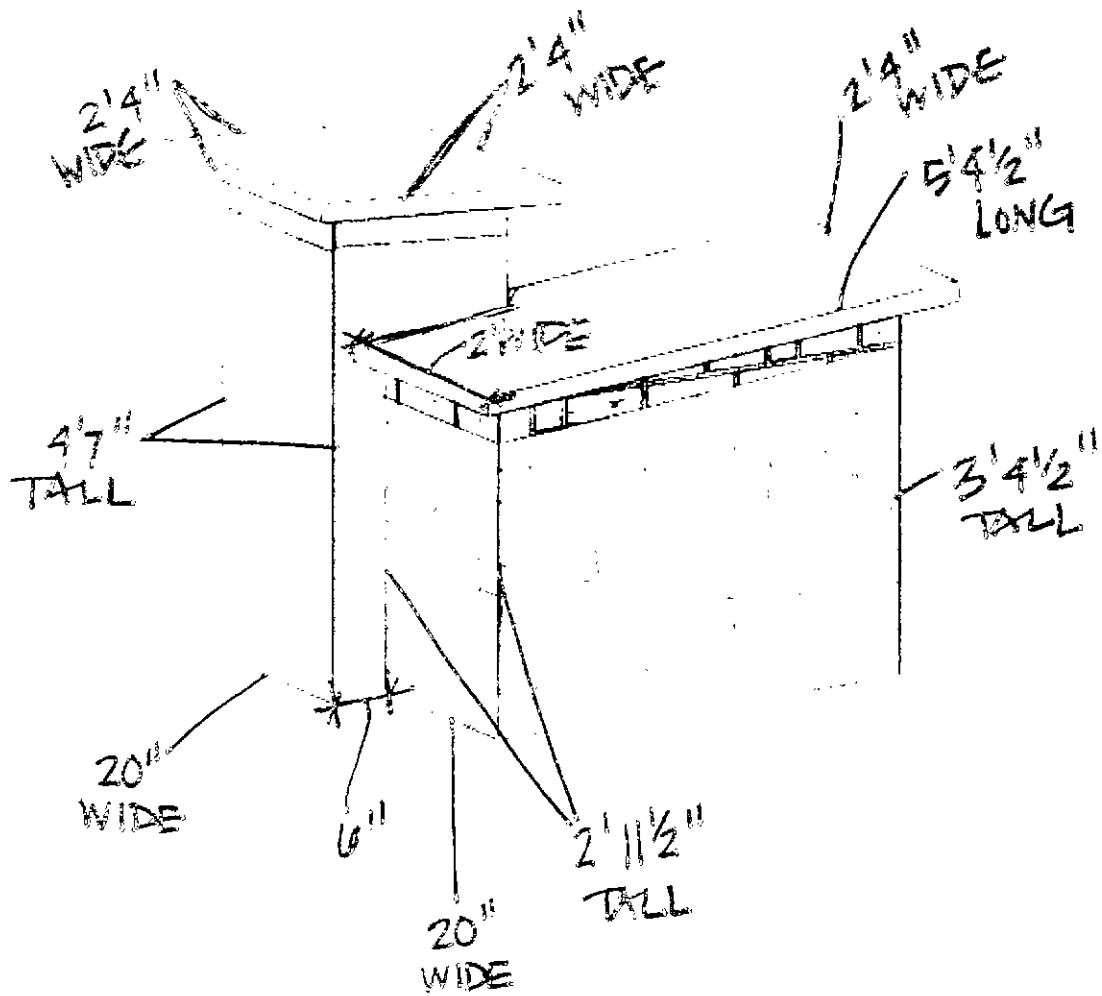
PETER LABON  
Owner's Name (Printed)  
435-659-0159  
email address or phone number

STATE OF UTAH )  
 ) SS  
COUNTY OF SUMMIT )

On the 6<sup>th</sup> day of June, 2012, Peter Labon  
personally appeared before me Daniel Ray McKenna 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, that  
she/he is an authorized representative of the Corporation, and that she/he signed the foregoing instrument  
on their behalf.

Daniel R. McKenna  
Notary Public





ROOF PITCH 1:12  
 2" ROOF OVERHANG  
 ROOF 2" THICK

# **COMMITMENT FOR TITLE INSURANCE**

**ISSUED BY**

**First American Title Company, LLC**

**Phone: / | Fax:**

\*\*\*

Peter Labon  
Attn: Peter Labon  
2835 Solamere Drive  
Park City, UT 84060

June 14, 2012  
Order Number: 880-5476739

\*\*\*

RE: Peter Labon

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this commitment is limited by the following: (1) The Provisions in Schedule A. (2) The Requirements in Schedule B-1. (3) The Exceptions in Schedule B-2. (4) The Conditions on the inside cover page.

The Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

Underwritten by:

**SCHEDULE A**

**ESCROW/CLOSING INQUIRIES** should be directed to your Escrow Officer: **at (801)578-8888 located at 560 South 300 East, Salt Lake City, UT 84111.**

Effective Date: **June 02, 2012** at 7:30 a.m.

1. Policy or (Policies) to be issued:
2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple in the surface estate and title thereto is at the effective date hereof vested in:

**Peter Labon**

3. The land referred to in this Commitment is located in Summit County, UT and is described as:

**LOT 50, HOLIDAY RANCHETTES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF  
ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.**

Said property is also known by the street address of:  
1334 Lucky John Drive, Park City, UT 84060

**SCHEDULE B - Section 1  
Requirements**

The following are the requirements to be complied with:

- (A) Pay the agreed amounts for interest in the land and/or the mortgage or deed of trust to be insured.
- (B) Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$100.00.
- (C) Provide us with releases, reconveyances or other instruments, acceptable to us, including payment of any amounts due, removing the encumbrances shown in Schedule B-2 that are objectionable to the proposed insured.
- (D) Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
- (E) The documents creating the interest to be insured must be signed, delivered and recorded.
- (F) You must tell us, in writing, the name of anyone not referred to in this Commitment who will receive an interest in, or who will make a loan secured by a deed of trust or mortgage secured by, the land described in this Commitment.
- (G) After we have received the information requested in these requirements, together with any other information about the transaction, we will have the right to add requirements to this Schedule B-1 or special exceptions to Schedule B-2.
- (H) Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.

\*\*\*

**SCHEDULE B - Section 2  
Exceptions**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Taxes or assessments 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.
2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 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.

**Exceptions 1-7 will be omitted on extended coverage loan policy**

8. Taxes for the year 2012 now a lien, not yet due. General property taxes for the year 2011 were paid in the amount of \$ 3,282.48. Tax Parcel No. HR-50.
9. The land is included within the boundaries of Park City, Part City Water Special Service District, and Snyderville Basin Water Reclamation District, and is subject to charges and assessments made thereby.
10. Easements, notes and restrictions as shown on the recorded plat.
11. Reservations contained in that certain Special Warranty Deed executed by Greater Park City Company & Treasure Mountain Corporation, both Utah Corporations, recorded June 13, 1975 as Entry No. 127157 in Book M-67 at Page 542 of Official Records, set forth as follows:

Excepting and Reserving to Grantor, its successors and assigns, all ores and minerals situated in, upon or under the above described tract of land, together with all rights in connection with or relative to the mining, removal or sale of the same (but not including the right to enter upon the surface of the premises).

12. Any covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions contained within those certain declarations recorded June 19, 1974 as Entry No. 123511 in Book M57 at Page 235 of Official Records, and any amendments thereto, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenant, condition or restriction violates 42 USC 3604(c).

By-Laws of Holiday Ranchettes Homeowners Association recorded June 27, 1974 as Entry No. 123603 in Book M57 at Page 532 of Official Records.

Consent Resolution of Board of Trustees of Holiday Ranchettes Homeowners Association recorded November 03, 1977 as Entry No. 141872 in Book M103 at Page 396 of Official Records.

Amendment to By-laws of Holiday Ranchettes Homeowners Association recorded September 20, 1979 as Entry No. 159512 in Book M141 at Page 519 of Official Records.

Amendment to By-laws of Holiday Ranchettes Subdivision recorded September 22, 1988 as Entry No. 297574 in Book 494 at Page 172 of Official Records.

Amendment to Restrictive Covenants for Holiday Ranchettes Subdivision recorded May 03, 1989 as Entry No. 307636 in Book 520 at Page 288 of Official Records.

Amendment to Restrictive Covenants for Holiday Ranchettes Subdivision recorded December 16, 1993 as Entry No. 393717 in Book 773 at Page 378 of Official Records.

\*\*\*

\*\*\*

Title inquiries should be directed to Doug Decaria @ 801 578-8817.

\*\*\*

**NOTE:** The policy(ies) to be issued as a result of this Commitment contain an Arbitration Clause set forth in the Conditions/Conditions and Stipulations Section. The following is included for the information of the proposed insured(s):

**Any matter in dispute between you and the company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association or other recognized arbitrator, a copy of which is available on request from the company. Any decision reached by arbitration shall be binding upon both you and the company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.**

\*\*\*

**In the event the transaction for which this commitment was ordered "cancels", please refer to Paragraph B under Schedule B, Section 1 for required cancellation fee.**

\*\*\*

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title expressly disclaims any liability for loss or damage which may result from reliance on this map except to

the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

## **CONDITIONS**

**1. DEFINITIONS**

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

**2. LATER DEFECTS**

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

**3. EXISTING DEFECTS**

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

**4. LIMITATION OF OUR LIABILITY**

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

**5. CLAIMS MUST BE BASED ON THIS COMMITMENT**

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms



*First American Title*

**First American Title Company, LLC**

## **PRIVACY POLICY**

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at [www.firstam.com](http://www.firstam.com).

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

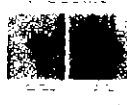
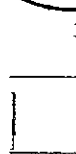
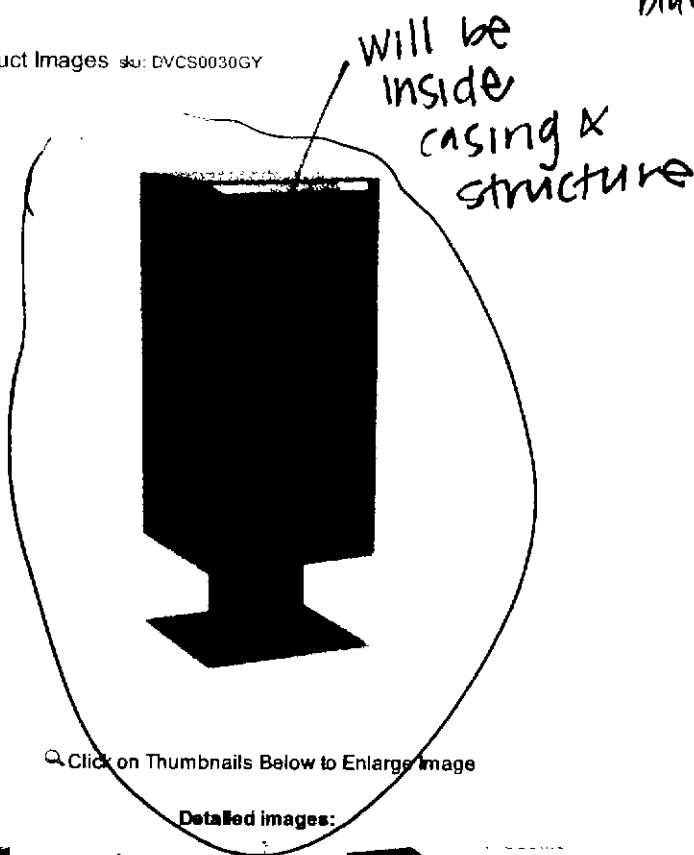
©2001 The First American Corporation - All Rights Reserved

All product images are for informational purposes only. Actual product may vary.

Product Images sku: DVCS0030GY

## DVCS0030GY Column or Post Mount Universal Service Delivery Vaults in Gray

Product Images sku: DVCS0030GY



#'s on side front

where do #'s have to be on front of house?

Manufacturer Details for DVCS0030GY Column or Post Mount Universal Service Delivery Vaults in Gray sku: DVCS0030GY

boulder rock on other drive

## dVault Mailboxes

dVault offers residential and commercial mailboxes including curbside delivery vaults, post mount mailboxes, wall mount mailboxes, delivery vaults, secure collection bins and locking mailboxes that prevent mail and package theft. USPS approved. ....continued

dVault

Corbu letters

Copper  
black sand grey  
white

## Product Overview for DVCS0030GY Column or Post Mount Universal Service Delivery Vaults in Gray sku: DVCS0030GY

- Security-Drop Door - US Pat. 6,347,737
- All Weld Construction
- Stainless Steel Hinges
- Residential, Office or Commercial Applications

## Help:

- ☐ Product Enquiry
- ☒ Price Match
- ☐ Contact Us
- ☐ Send to a Friend

The Centralized Pedestal Delivery Vault is securely designed to keep your delivered packages safe and give you peace of mind. Constructed of Heavy Duty 16 gauge galvanized steel, our vault .....continued

## Product Options and Details for DVCS0030GY Column or Post Mount Universal Service Delivery Vaults in Gray sku: DVCS0030GY

Market price:	\$1116.64 Save 15%
<b>Sale Price:</b>	<b>\$949.15</b>
Shipping Cost:	Free Shipping Today
<b>Reward Points:</b>	4745 (1 point = \$.01)
SKU	DVCS0030GY
Weight	155.00 lbs
Ships Within	In Stock and Ready for Immediate Delivery
Material	Aluminum
Overall Size	
Shipping Method	UPS
Shipping Time	1 to 5 Business Days
Warranty	Limited Lifetime Warranty
USPS Approved	Yes
Installation	Yes

Quantity 1 ☐

ADD TO CART

vault is  
19"Wx40"Hx19"D

## Product Description for DVCS0030GY Column or Post Mount Universal Service Delivery Vaults in Gray sku: DVCS0030GY

The Centralized Pedestal Delivery Vault is securely designed to keep your delivered packages safe and give you peace of mind. Constructed of Heavy Duty 16 gauge galvanized steel, our vault features stainless steel hinges and fasteners and a Security-Drop Door - US Pat. 6,347,737. Available in your choice of four colors, our Centralized Pedestal Delivery Vault is able to meet

08/17/2013 Page 2 of 1