

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

FEE EXEMPT
UTAH CODE ANNOTATED § 11-13-102

ENCROACHMENT PERMIT
& SNOWMELT SYSTEM PERMIT
IN CITY RIGHT-OF-WAY
1034 NORFOLK AVE (street address)

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION (City) and JUSTINE MINER (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 1034 NORFOLK 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 HEATED DRIVEWAY within the City right-of-way of NORFOLK AVE (street name).

1. This encroachment agreement shall be appurtenant to the following described property SA-94 (lot # and subdivision)
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. . If doing business as an LLC proof must be provided that the signatory can sign for the LLC.**

2. The improvements permitted within the street right-of-way shall consist of HEATED DRIVEWAY. 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 NORFOLK 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 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.

ENTRY NO. 01070716

06/02/2017 10:19:59 AM B: 2412 P: 0832

Encroachment PAGE 1/12

MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER
FEE 0.00 BY PARK CITY MUNICIPAL CORP





COMMITMENT FOR TITLE INSURANCE
Old Republic National Title Insurance Company

SCHEDULE A

1. Effective Date: October 31, 2016 at 8:00am
2. Policy (or Policies) to be issued:
 - (a) **ALTA STANDARD OWNER'S POLICY 6-17-2006**
Proposed Insured:
Amount of Insurance: To Be Determined
Premium:
 - (b) **ALTA EXTENDED LOAN POLICY 6-17-2006**
Proposed Insured: To Be Determined
Amount: To Be Determined
Premium:
Endorsements:
Endorsement Amount:
3. The estate or interest in the land described or referred to in this Commitment and covered herein is Fee Simple and is at the effective date hereof vested in

Justine Miner
4. The land referred to in this Commitment is described as follows:

See Attached Exhibit "A"

Property Address:

1034 Norfolk Avenue
Park City, Utah 84060
Tax ID: SA-94

COUNTERSIGNED

EXHIBIT "A"

Lot 25, Block 9, SNYDERS ADDITION TO PARK CITY SURVEY, on file and of record in the office of the Summit County Recorder, State of Utah.

**SCHEDULE B - SECTION 1
REQUIREMENTS**

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

1. Pay the full consideration to; or for the account of, the grantors and mortgagors.
2. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractors, labor and materialmen are all paid, and have released of record all liens or notice of intent to perfect a lien for labor or material.
4. Pay all premiums, fees and charges for this report, and any Policy issued hereunder.
5. Provide the Company, in writing, with instructions as to the full nature of the transaction, including but not limited to: Names of any party not referred to in this commitment who will receive and interest in the land, or who will be named as a proposed insured (Owner and/or Lender) and amounts (Owners and/or Lenders) of policies to be issued. Additional requirements or exceptions may then be made.

In addition to the foregoing, the following requirements must be complied with, to-wit:

**SCHEDULE B - SECTION 2
EXCEPTIONS**

General Exception

- I. 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 proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

Standard Exceptions

- II. Taxes or assessments which of record for value are not shown as existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the public records.
- III. 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, or claiming to be in possession, thereof.
- IV. Easements, liens, encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records
- V. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- VI. Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, Indian treaty or aboriginal rights, including but not limited, easements or equitable servitudes, water rights, or claims or title to water.
- VII. Any liens, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
- VIII. Any service, installations, connections, maintenance, or construction charges for sewer, water, electricity, or garbage.

Exceptions I - VIII will be deleted on any extended coverage loan policy

Special Exceptions

9. 2016 General Property taxes have been assessed in the amount of \$10,915.23, are now accruing as a lien but will not be delinquent until November 30, 2016. Prior years taxes have been paid unless otherwise noted below. Tax ID No.: SA-94
10. Said property is located within the boundaries of Park City, Summit County, and is subject to all assessments and service charges levied thereof. Tax District: 60
11. A Park City Ordinance adopting a neighborhood development program entitled "Park City Neighborhood Development Plan" dated December 3, 1981 and recorded February 16, 1982 as Entry No. 188603, in Book 212, at Page 148, of the Official Records.
12. A Resolution, dated October 8, 1986, wherein The Board of Commissioners of Summit County, Utah did adopt a Resolution to create Park City Snyderville Recreation District. Said Notice recorded October 14, 1986 as Entry No. 259244, in Book 402, at Page 614, of the Official Records.

13. The terms, conditions, restrictions, reservations and limitations of that certain Notice of Adoption of Amendment to Redevelopment Project Area Plan:
Recorded: January 9, 2013
Entry No.: 961170
Book: 2165
Page: 1200, of the Official Records
14. Subject to all existing roads, street, alleys, ditches, reservoirs, utilities, canals, pipelines, power poles, telephone, sewer, gas or water lines and rights of way and easements thereof.

Rights or claims of parties in possession and easements, or claims of easements, discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any facts in which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
15. Encroachment permit and Snowmelt system in City Right of Way, recorded November 5, 2007 as Entry No. 829943, in Book 1898, at Page 135, of the Official Records.

(Affects this and other property)
16. Snow Shed Easement Agreement, dated and recorded March 31, 2008 as Entry No. 840905, in Book 1922, at Page 145, of the Official Records.

Snow Shed Easement Agreement, dated and recorded October 7, 2010 as Entry No. 908270, in Book 2051, at Page 290, of the Official Records.

Snow Shed Easement Agreement, dated and recorded October 29, 2010 as Entry No. 909857, in Book 2054, at Page 897, of the Official Records.
17. Water rights, or claims or title to water.
18. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, and/or under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
19. The rights of parties in possession of subject property under unrecorded Contracts, Leases, Rental or Occupancy Agreements and any claim and/or claim liens thereunder.
20. NOTE: No existing Deed of Trust appears of record under the CURRENT OWNER(S). If this information is not correct, please notify the Company as soon as possible to provide information regarding the existing loan.
21. The Company requires the name of the proposed purchaser(s) in order to secure a search for any applicable judgment, tax and/or other statutory liens and matters. The company may then make additional exceptions and requirements.

NOTE: The following names have been checked for judgments:

Justine Miner

No unsatisfied judgments appear of record in the past 8 years except as shown herein.

According to Official Records, there have been no documents conveying the land described herein with in 24 months prior to the date of this Commitment, except as follows:

NONE

If one of the Title Insurance Policies referenced in Schedule A is not purchased within six months of the Effective Date referenced in Schedule A, a \$250 cancellation charge will be assessed.

The policy to be issued contains an arbitration clause. Any matter in dispute between you and the company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. 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.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

400 Second Avenue South
Minneapolis, Minnesota 55401
(612)371-1111

Privacy Policy Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company.

We may collect nonpublic personal information about you from the following sources:

- Information we received from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint market agreements:

- Financial services providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



COTTONWOOD TITLE

1996 East 6400 South, Suite 120
Salt Lake City, UT 84121
Telephone: 801 277 9999
Fax: 801 277 1411

File Number 93112-TM

REAL PROPERTY REPORT OF TITLE

1. **Effective Date:**
May 3, 2017 at 07:30 AM
2. **The estate or interest in the land described or referred to in this Report is Fee Simple and title thereto is at the effective date hereof vested in:**
Justine Miner
3. **The land referred to in this Report is situated in the County of Summit, State of Utah, and is described as follows:**

Lot 25, Block 9, SNYDERS ADDITION TO PARK CITY SURVEY, on file and of record in the office of the Summit County Recorder, State of Utah.

NOTE(S): Parcel Identification Number: SA-94 (for reference purposes only)

The property described herein also known by the street address of:

1034 Norfolk Avenue
Park City, UT 84060

RECORD MATTERS

The following items affect title to said real property:

1. Taxes for the year 2017 are accruing as a lien not yet due and payable under Parcel No. SA-94. Taxes for the year 2016 have been paid in the amount of \$10,915.23 under Parcel No. SA-94.
2. Property lies within the boundaries of Park City, Summit County, Weber Basin Water Conservancy District, Snyderville Basin Water Reclamation District, Park City Fire Service District, Summit Park Sewer District, Summit County Mosquito Abatement District and Park City Water Service District and is subject to any and all charges and assessments levied thereunder.
3. Easements, notes and restrictions as shown on the recorded plat.
4. Encroachment Permit Snowmelt System in City Right-of-Way, by and between Park City Municipal Corporation and Jamie Kathleen Thomas, dated October 3, 2007 and recorded November 5, 2007 as Entry No. 829943 in Book 1898 at Page 135.
5. Snow Shed Easement Agreement by Jamie Thomas, dated March 31, 2008 and recorded March 31, 2008 as Entry No. 840905 in Book 1922 at Page 145.
6. Snow Shed Easement Agreement by Jamie Thomas, dated October 7, 2003 and recorded October 7, 2010 as Entry No. 908270 in Book 2051 at Page 290.
7. Snow Shed Easement Agreement by Jamie G. Thomas and Kathleen W. Thomas, dated October 29, 2010 and recorded October 29, 2010 as Entry No. 909857 in Book 2054 at Page 897.
8. Notice of Adoption of Amendment to Redevelopment Project Area Plan, dated December 21, 2012 and recorded January 9, 2013 as Entry No. 961170 in Book 2165 at Page 1200.

NOTE: The following names have been checked for judgments:

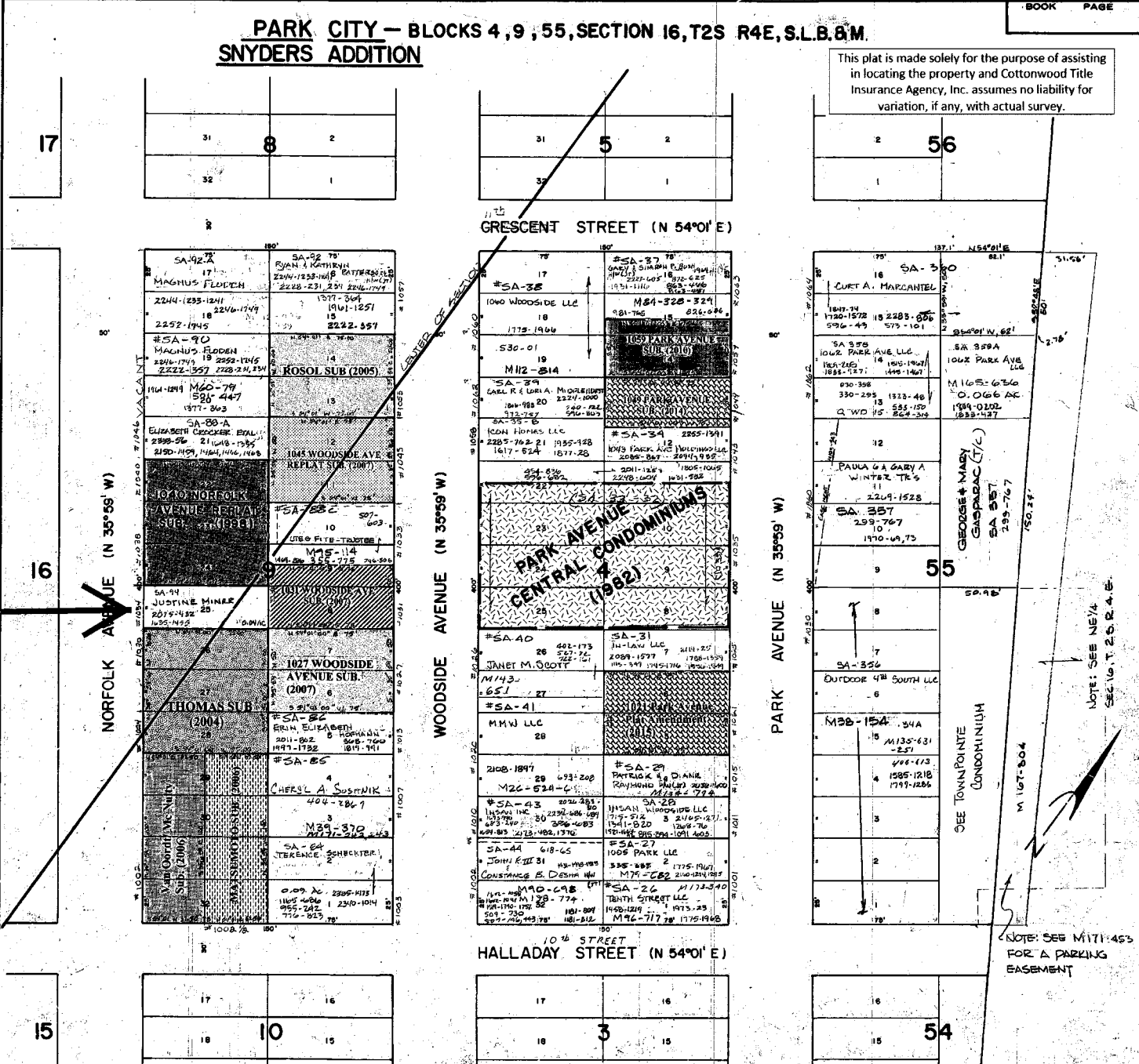
Justine Miner

No unsatisfied judgments appear of record in the last eight years except as shown herein.

**PARK CITY - BLOCKS 4, 9, 55, SECTION 16, T2S R4E, S.L.B.6'M.
SNYDERS ADDITION**

BOOK PAGE

This plat is made solely for the purpose of assisting in locating the property and Cottonwood Title Insurance Agency, Inc. assumes no liability for variation, if any, with actual survey.



NOTE: SEE M171453 FOR A PARKING EASEMENT

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|---------------------------------|--|-----------------------------|
| Approved Utah State Tax Comm | REVISIONS - DATE AND INITIAL (In Pencil) | |
| | 1. 12/1/10 | |
| Date | By | Engineering Associates Inc. |

SUMMIT COUNTY, UTAH

SCALE
ONE INCH 40 FEET
BOOK PAGE