

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

ENCROACHMENT PERMIT SNOWMELT SYSTEM IN CITY RIGHT-OF-WAY

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION (City) and Simie e Kathleen Thowter (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 snowmelt system and driveway within the City right-of-way of 1034 NORFOLK AVE (street name).

1. This encroachment agreement shall be appurtenant to the following described property: 1034 NORFOLK AVE (lot # and subdivision)
Property TAX I.D. SA -94

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 driveway paving and a snowmelt system.

Norfolk AVE 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 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, in which time the 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. 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.

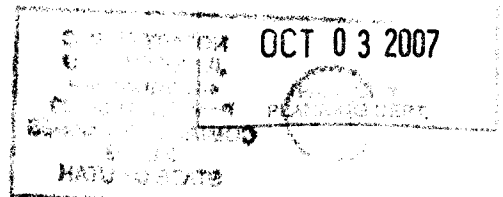
5. No permanent right, title, or interest of any kind shall vest in the Owner(s) in the street right-of-way by virtue of this agreement. The property interest hereby created is a revocable license, and not an easement or other perpetual interest. No interest shall be perfected under the doctrines of 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. 00829943

11/05/2007 02:19:26 PM B: 1898 P: 0135

Permit PAGE 1/10

ALAN SPRIGGS, SUMMIT COUNTY RECORDER
FEE 0.00 BY PARK CITY MUNICIPAL CORP



6. The Owner(s) or his/her successor shall maintain the driveway and snowmelt system 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 3RD day of OCTOBER, 2007

PARK CITY MUNICIPAL CORPORATION

Eric W DeHaan PE

Eric W. DeHaan, P.E.,
City Engineer

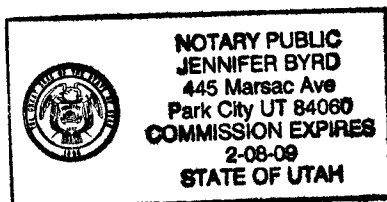
[Signature]

Owner's Signature

P.O. Box 2275 PARK CITY UT 84060
Mailing Address

STATE OF UTAH)
 ss
COUNTY OF SUMMIT)

On the 3RD day of OCTOBER, 2007, personally appeared before me JANIE THOMAS 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.



Jennifer Byrd
Notary Public

American Land Title Association Commitment -- Modified 3/78

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
STEWART TITLE
GUARANTY COMPANY

Order Number: 97682

STEWART TITLE GUARANTY COMPANY, a Texas Corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

The Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

Signed under seal for the Company, but this Commitment shall not be valid or binding until it bears an authorized Countersignature.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be

STEWART TITLE
GUARANTY COMPANY

Samuel Morris Jr.
Chairman of the Board



Abraham S. Morris
President

Countersigned:

Jeffrey D. Beckler
Authorized Countersignature

Surety Title Agency
6770 South 900 East, Ste 200
Midvale, UT 84047
(801) 563-7540

hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Order Number: 97682
Page 1 of 2 Commitment for Title Insurance 3/78

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

1. **Effective Date:** September 25, 2007 at 8:00 a.m.

Commitment No. 97682a

2. **Policy or Policies To Be Issued:**

() ALTA (2006) Owner's Policy
() Standard () Extended

Amount:
Premium:

() ALTA (2006) Loan Policy
() Standard () Extended

Amount:
Premium:

Premium: \$0.00
Premium:

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

FEE SIMPLE

4. **Title to the estate or interest in said land is at the effective date hereof vested in:**

JAMIE G. THOMAS and KATHLEEN W. THOMAS, Husband and Wife as Joint Tenants with full rights of survivorship

5. **The land referred to in this Commitment is described as follows:**

See Exhibit "A" Attached Hereto

SITUATED IN Summit COUNTY

For Information Only

Property Address: 1034 NORFOLK AVENUE
PARK CITY, Utah 84060

PLEASE DIRECT ANY INQUIRIES OR COMMENTS RELATIVE TO THE CONTENTS OF THIS FILE TO:

DANETTE DANI LOEHR, Escrow Officer

**875 Iron Horse Drive #B
Park City, Utah 84060
(800) 522-1071 (435) 200-0003 (435) 200-0059 FAX**

Exhibit "A"

All of Lot 25, Block 9, SNYDERS ADDITION TO PARK CITY SURVEY, according to the official plat thereof recorded in the office of the Summit County Recorder.

Less & Excepting any and all outstanding oil and gas, mining and mineral rights, etc., together with the right of the proprietor of a vein or lode to extract his ore therefrom should the same be found to penetrate or intersect the premises, and the right of ingress and egress for the use of said rights.

Serial No. SA-94

SCHEDULE B – Section 1

REQUIREMENTS

Commitment No. 97682a

The following are the requirements that must be met:

- (a) Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

Additional Requirements:

- (e) Payment in full of all assessments levied by applicable Districts. (Exception Nos. 9 through 11)
- (f) Approval by the Company's underwriter of the contents hereof and satisfaction of any conditions or requirements imposed thereby.
- (g) Fees, if any, due the applicable Homeowners Association.
- (h) Reconveyance properly executed by Trustee or Subordination properly executed by Beneficiary. (Exception No. 15)
- (i) Exception Nos. 8 through 14 are to remain on the Commitment and will appear as shown (except as modified above) on Schedule B Part 1 of your policy.
- (j) Pursuant to State of Utah Insurance Department Rule R590 -153-5A, a minimum cancellation fee of \$120.00 is now due. This fee will be credited to your Title Insurance Policy.

End of Requirements

SCHEDULE B – Section 2

EXCEPTIONS

Commitment No. 97682a

Schedule B of the policy or policies to be issued will contain the exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

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. Proceedings by a public agency, which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public record.
2. Any facts, rights, interests or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. 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.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents, or in Acts authorizing the issuance thereof; (c) 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. Any adverse claim based upon the assertion that (a) Some portion of the land forms the bed or bank of a navigable river or lake; or lies below the mean high water mark thereof; (b) The boundary of the land has been affected by a change in the course or water level of a navigable river or lake; (c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.
8. General Property Taxes for the year 2007 are now accruing as a lien, not yet due.
General Property Taxes for the year 2006 have been paid in the amount of \$1,219.19.
(Serial No. SA-94).
9. Subject property is located within the boundaries of Park City and Summit County Tax District No. 60 and is subject to any and all assessments and/or service charges which are currently due, or are delinquent and past due.

10. Subject property is located within the boundaries of Mountain Regional Water Special Service District and is subject to any and all assessments and/or service charges which are currently due, or are delinquent and past due.
11. Subject property is located within the boundaries of the Snyderville Basin Public Transit District and is subject to any and all assessments and/or service charges which are currently due, or are delinquent and past due.
12. Covenants, Conditions and Restrictions recorded, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42 Section 3607 of the United States Code or (b) related to handicap but does not discriminate against handicapped persons.
13. Subject to all rights of way, easements, restrictions, setbacks, and notes as shown on the recorded plat map of said subdivision.
14. Less & Excepting any and all outstanding oil and gas, mining and mineral rights, etc., together with the right of the proprietor of a vein or lode to extract his ore therefrom should the same be found to penetrate or intersect the premises, and the right of ingress and egress for the use of said rights.

15. TRUST DEED (Includes Other Property)

| | |
|--------------|--|
| AMOUNT | \$990,000.00 |
| BENEFICIARY: | JPMORGAN CHASE BANK, N.A. |
| TRUSTEE: | SURETY TITLE AGENCY |
| TRUSTOR: | Jamie G. Thomas and Kathleen W. Thomas |
| DATED: | February 20, 2007 |
| RECORDED: | February 22, 2007 |
| BOOK/PAGE: | 1849/167 |
| ENTRY NO: | 805358 |

16. NOTE: According to the public record there have been no deeds conveying the land described herein within a period of 24 months prior to the date of this report except as follows: NONE.

17. **NOTE: Exceptions 1-7 on Schedule B Part 2 are not included on ALTA Loan Policy (2006).**

NOTE: A search of the Federal and State judgment records revealed no unpaid judgments, tax liens or open bankruptcies against, , for the past eight years. (Except as noted.) This does not apply to any buyers as this transaction involves purchase monies and any Purchase Money Trust Deeds will have first Lien Priority.

NOTE: 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 IF 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

Surety Title Agency
 Commitment - Schedule B 2
 Page 2 of 3
 Commitment No. 97682a

Underwriter - **STEWART TITLE**
 GUARANTY COMPANY

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

Privacy Policy Notice

PURPOSE OF THIS 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 **Surety Title Agency**.

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

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or 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 marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service 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 personal 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.