

When recorded please return to:
Park City Municipal Corporation
Attn: City Engineer
PO Box 1488
Park City UT 84060

Submit by Email FEE EXEMPT

FEE EXEMPT
UTAH CODE ANNOTATED § 11-13-102

ENCROACHMENT PERMIT
1895 Sidewinder Drive (street address)
Park City, UT 84068

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION (City) and Sunstone Sidewinder, LLC (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 1895 Sidewinder Drive (street address), Park City, Utah. Subject to the following terms and conditions of this agreement, Owner shall have the right to construct and maintain Landscape Improvement within the City right-of-way of Sidewinder Drive (street name).

1. This encroachment agreement shall be appurtenant to the following described property: 10A, 10B, 10C, 10D, 11, 12A, 12B, 12C (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. City Engineer approved Warranty Deed to fulfill condition.

2. The improvements permitted within the street right-of-way shall consist of Landscape Improvements. 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 Sidewinder (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. 00985858

12/13/2013 09:57:27 AM B: 2220 P: 1243
Encroachment PAGE 1/6
MARK ANN TRUSSELL, 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.

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 11TH day of DECEMBER 20 13

PARK CITY MUNICIPAL CORPORATION

[Signature]
Matt Cassel, P.E.,
City Engineer

Attest:

[Signature]
Owner's Signature
120 VANTIS, Suite 350
ALISO VIEJO, CA 92553
Mailing Address

Lindsay Monge
Owner's Name (Printed)
(949) 330-4000
email address or phone number

STATE OF UTAH)

COUNTY OF SUMMIT)

See attached

On the _____ day of _____, 20____, _____
personally appeared before me _____ 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.

Notary Public

AFTER RECORDING, RETURN TO:

Sunstone Sidewinder, LLC

Gibson, Dunn & Crutcher, LLP

333 South Grand Avenue

Los Angeles, CA 90071

Attn: Michael Sfregola, Esq.

00738923 Br01706 P:01071-01072

ALAN SPRIGGS, SUMMIT CO RECORDER

2005 JUN 09 12:08 PM FEE \$12.00 BY CW

REQUEST: HORIZON TITLE INSURANCE

Electronically Recorded by Simplifile

(Space above line for recorder's use)

GENERAL WARRANTY DEED

KAHLER E&P PARTNERS, LLC, a Delaware limited liability company ("Grantor"), who took title as Kahler E&P Partners, L.P.I., a Delaware limited partnership, with its principal office at c/o Sunstone Hotel Investors, Inc., 903 Calle Amanecer, Suite 100, San Clemente, CA 92673, hereby CONVEYS and WARRANTS to SUNSTONE SIDEWINDER, LLC ("Grantee"), a Delaware limited liability company, for value received, the following described tract of land in Salt Lake County, State of Utah.

Lots 10-A, 10-B, 10-C, 10-D, 11, 12-A, 12-B and 12-C, AMENDED PLAT OF PROSPECTOR SQUARE, according to the official plat thereof recorded December 26, 1974, as Entry No. 1254433, records of Summit County, Utah.

PSA-10-A, PSA-10-B, PSA-10-C, PSA-10-D, PSA-11, PSA-12-A, PSA-12-B, PSA-12-C
Excepting and reserving all oil, gas, and other mineral of every kind and description underlying the surface of the subject property.

In witness whereof, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 29th day of April, 2005.

Attest

Kahler E&P Partners, LLC,
a Delaware limited liability company,
who took title as Kahler E&P Partners, L.P.I.,
a Delaware limited partnership

By: _____

Name: Robert A. Alter

Title: President

STATE OF CALIFORNIA

COUNTY OF ORANGE

: SS

The foregoing instrument was executed before me on the 27 day of April, 2005 by Robert A. Alter, the President of Kahler E&P Partners, LLC, a Delaware limited liability company, who acknowledged to me that the foregoing instrument was signed on behalf of said limited liability company as the act and deed of said limited liability company.

Laura Fox Buchan

Notary Public
State of California

