

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

## ENCROACHMENT AGREEMENT

Street Address: \_\_\_\_\_

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION (*City*) and \_\_\_\_\_ (*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 \_\_\_\_\_ (*street address*), Park City, Utah. Subject to the following terms and conditions of this agreement, the Owner shall have the right to construct and maintain \_\_\_\_\_ within the City right-of-way of \_\_\_\_\_ (*street name*).

1. This encroachment agreement shall be appurtenant to the following described property:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
*Parcel #                      Lot#                      Subdivision*

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).

2. The improvements permitted within the street right-of-way shall consist of \_\_\_\_\_. Attach a scaled drawing, labeled as ATTACHMENT 'A', showing the improvements and the location of all related elements, on 8 ½ "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 \_\_\_\_\_ (*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.

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.

