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RASHELLE HOBS
RECORDER, SALT LAKE COUNTY, UTAH
HERRIMAN
5355 W HERRIMAN MAIN ST
HERRIMAN UT 84096
BY: ARA, DEPUTY - MA 3 P.

When Recorded, Return to:

Herriman City
5355 West Herriman Main Street
Herriman, Utah 84096

Consent to Encroachment of Utility Easement

HERRIMAN CITY, a Utah municipality, whose address is 5355 West Herriman Main Street, Herriman, UT 84096 ("Grantor"), hereby consents to ROSEHILL PROPERTIES, LLC, ("Grantee") encroaching on the 10' public utility easement located on the ~~east~~^{rear} property line of the following described real property ("**Property**") located in Salt Lake County, Utah:

Lot 114, Ridges at Rose Canyon, located in the southeast quarter of Section 4, and the northeast quarter of Section 9, Township 4 South, Range 2 West, Salt Lake Base and Meridian.

Address: 7263 W Summit Crest Circle
Parcel No. 3204481002

This consent to encroachment of utility easement shall be for the limited purpose of constructing a retaining wall as indicated on attached Exhibit "A." In no event shall this consent waive or relinquish any rights of Grantor or any other public utility which are necessary to the operation, maintenance, renewal, construction or repair of Grantor's lines, conduit, or other facilities, which are or may be located in said public utility easement. Grantees are encroaching on said public utility easement at their own risk, and Grantees agree to indemnify and hold Grantor harmless from any and all claims for personal injuries or damages resulting, directly or indirectly, from such encroachment. Grantor shall not be responsible for any damage to structures or properties located on said easement. This consent does not relinquish the rights of any other parties to use of the public utility easement. This consent does not vest Grantees with authority to construct said retaining wall without obtaining all necessary approvals from Grantor. This consent shall run with the land and shall be binding on all Grantee's successors and assigns.

DATED this 30 day of March, 2021.

GRANTOR:

HERRIMAN CITY

By WJW
Wendy Thomas, Interim City Manager

ATTEST:

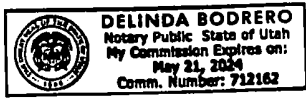
JN
Jackie Nostrom, City Recorder

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STATE OF UTAH)
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COUNTY OF SALT LAKE)

On this 30 day of MARCH, in the year 2021, before me, Delinda Bodrero a notary public, personally appeared **WENDY THOMAS** and **JACKIE NOSTROM**, as the Interim City Manager and the City Recorder, respectively, of **HERRIMAN CITY**, a Utah municipality, proved on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to in this document, and acknowledged they executed the same.

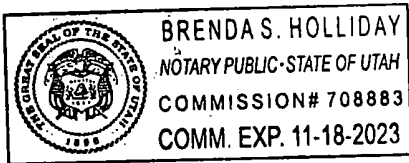


Delinda Bodrero
Notary Signature

GRANTEE:
Paul Burningham
ROSEHILL PROPERTIES, LLC

STATE OF UTAH)
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COUNTY OF SALT LAKE)

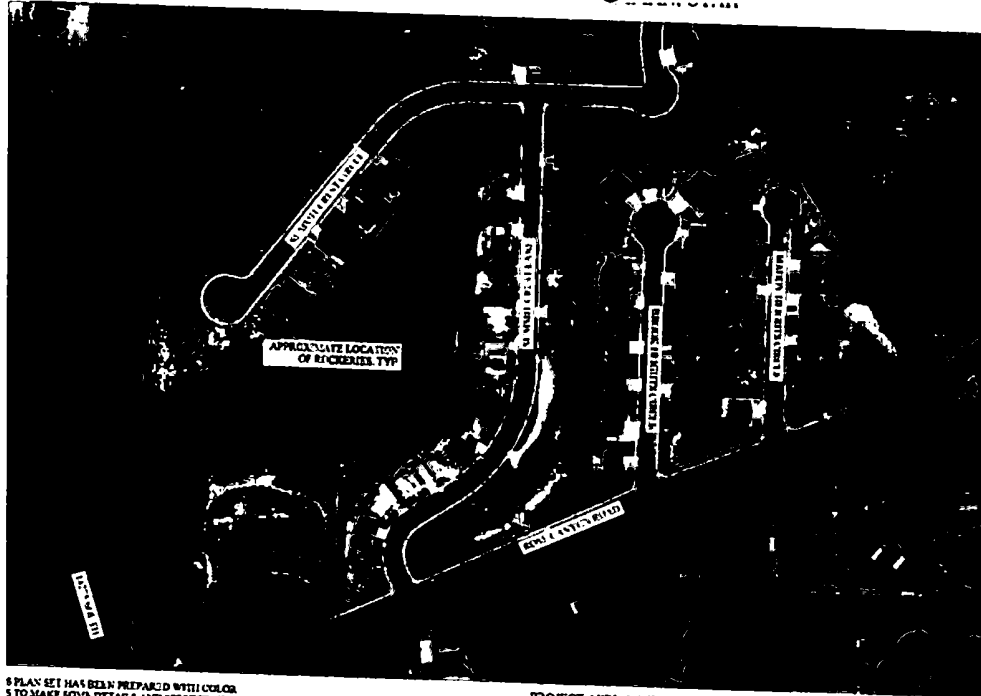
On this 25th day of March in the year 2021, before me, Brenda S Holliday personally appeared Paul Burningham who duly acknowledged to me that (s)he is a Manager, [Member with management authority] [Manager] of ROSEHILL PROPERTIES, LLC, a Utah limited liability company, and is authorized to execute the foregoing in its behalf and that he or she executed it in such capacity.



Brenda S Holliday
NOTARY SIGNATURE

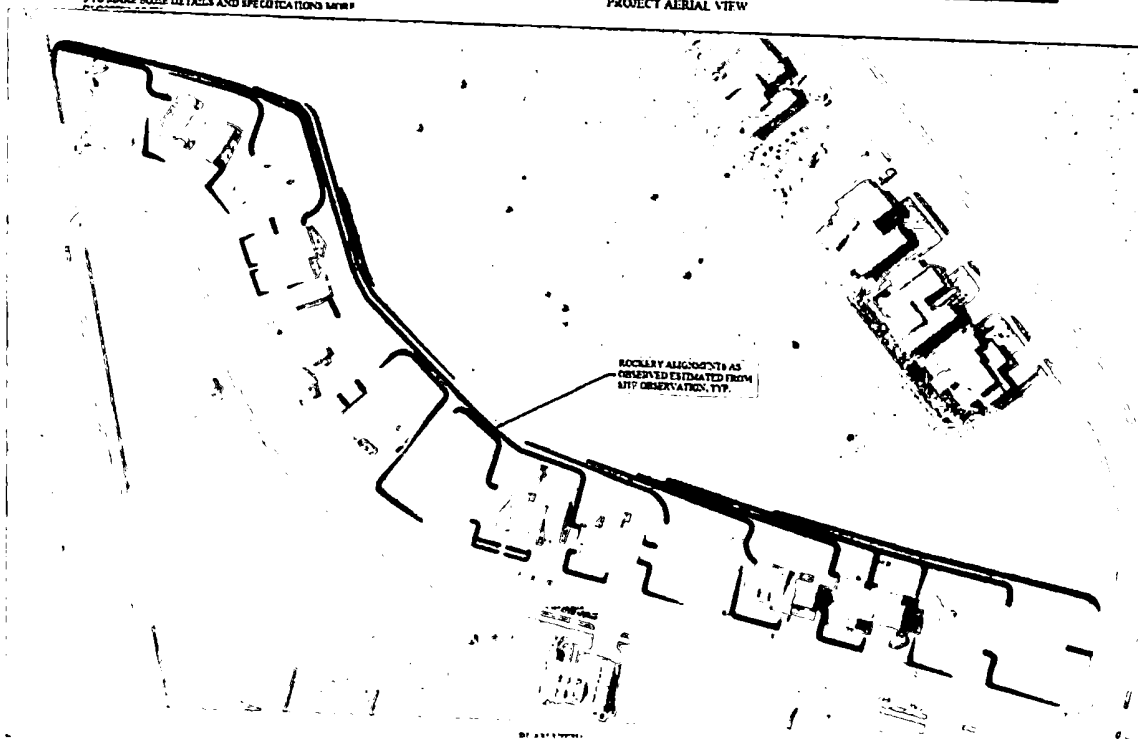
Exhibit A

Location of Retaining Wall



PLAN SET HAS BEEN PREPARED WITH COLORS TO MARK SOLID DETAILS AND SPECIFICATIONS

PROJECT AERIAL VIEW



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