When Recorded, Return to:

Herriman City 5355 West Herriman Main Street Herriman, Utah 84096 14154569 B: 11445 P: 9590 Total Pages: 4
09/20/2023 01:56 PM By adavis Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To. HERRIMAN CITY RECORDER
5355 W HERRIMAN MAIN STHERRIMAN, UT 84096

REVOCABLE ENCROACHMENT PERMIT

Affecting Parcel(s): 2634255003

Herriman City, a Utah municipality, whose address is 5355 West Herriman Main Street, Herriman, UT 84096 ("Grantor"), hereby grants to IVORY HOMES, LTD, ("Grantee(s)") a revocable permit, effective the 22 day of 4, 2025 whereby Grantee(s) is/are permitted, subject to the conditions contained herein, to encroach into the public utility easement located on the following described real property ("Property") located in Salt Lake County, Utah:

Lot 714, Hidden Oaks Pod 7 Ph 1

12931 S Twisted Oak Dr

This Revocable Encroachment Permit shall be for the limited purpose of constructing a <u>window well</u> (the "Improvement(s)") in the location and to the dimension depicted on the 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.

As provided in UTAH CODF ANN. § 54-3-27, Grantee(s) bear the risk of loss or damage to the Improvement(s) if such Improvement(s) interfere with the easement rights of Grantor or any other public utility company with a Protected Utility Easement¹ over the Property.

The encroachment permitted herein does not relinquish or diminish the rights of any other public utility companies or public utilities who are lawfully authorized to use or install public utility facilities within the public utility easement located on the Property.

This Revocable Encroachment Permit does not vest Grantee(s) with any authority to construct the Improvement(s) without first obtaining all necessary approvals from Grantor. This Revocable Permit shall run with the land and shall be binding on all successors and assigns of Grantee(s). Grantor may revoke this Permit at any time and for any reason. Upon revocation, Grantee(s) shall bear the cost of removing the Improvement(s) within a reasonable timeframe or as otherwise agreed to by Grantor.

Grantor makes no representation as to the location of utility facilities within the Property, or the effect of the permitted encroachment hereunder on said utilities. Accordingly, Grantee(s) agree to hold harmless the Grantor, its officers, agents, employees, and servants from all other costs, damages, and liabilities that may accrue or be claimed to accrue by reason of any work performed in connection with this Revocable Permit.

By executing this Revocable Permit, Grantor acknowledges that it is granting to Grantee(s) a revocable encroachment into the public utility easement on the Property and Grantee(s) acknowledge(s) receipt of such permit subject to the conditions and requirement hereof.

¹ See U FAH CODE ANN. § 54-3-27(1)(b) (2009).

REVOCABLE ENCROACHMENT PERMIT – GRANTOR ACKNOWLEDGEMENT

HERRIMAN CITY		
NATHAN CHERDESKI, City Manager ATTEST		
JACKE NOSTROM, City Recorder Waltin Manual City Attorney Approved as to form and legality		
STATE OF UTAH) § COUNTY OF SALT LAKE)		
On this 14 day of September , 2023 , before me, DelindaBorrero personally appeared NATHAN CHERPESKI and JACKIE NOSTROM, as the 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 for the purposes described therein.		
DELINDA BODRERO Notary Public State of Utah My Commission Expires on:		

REVOCABLE ENCROACHMENT PERMIT – GRANTEE(S) ACKNOWLEDGEMENT

(this page may be reproduced if there are additional Grantees)

GRANTEE

Signature:	Fren Muser
Print Name:	Ben Hurgen
Title (if any):	Project Manager
	GRANTEE
Signature:	
Print Name:	
Title (if any):	
STATE OF UTAH)	
COUNTY OF SALT LAKE)	
On this 77 day of AUG, in the year 2023, before me, TEVE OULUSW, personally appeared REN HAUSEN, the signer of this document, who duly acknowledged to me that (s)he is the POSECT MAGON, [name of office] of IVORY HOMES, a Utah corporation, and is authorized to execute the foregoing instrument in its behalf and that he or she executed it in such capacity.	

STEVE OLDKNOW
Notary Public - State of Utah
Comm. No. 728907
My Commission Expires on
Feb 1, 2027

NOTARY PUBLIC

Exhibit A

