

When Recorded, Return to:

Herriman City  
5355 West Herriman Main Street  
Herriman, Utah 84096

14273908 B: 11510 P: 588 Total Pages: 4  
08/07/2024 03:35 PM By: BGORDON Fees: \$0.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: HERRIMAN  
5355 W HERRIMAN MAIN ST HERRIMAN, UT 84096



## REVOCABLE ENCROACHMENT PERMIT

Affecting Parcel(s): 2625402001

Herriman City, a Utah municipality, whose address is 5355 West Herriman Main Street, Herriman, UT 84096 ("Grantor"), hereby grants to MOUNTAINVIEW PLAZA, LLC, ("Grantee(s)") a revocable permit, effective the 31 day of July, 2024 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 4, Mountainview Plaza

5127 West Miller Crossing Drive

This Revocable Encroachment Permit shall be for the limited purpose of constructing a monument sign (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 CODE 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 Easement<sup>1</sup> 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.


<sup>1</sup> See UTAH CODE ANN. § 54-3-27(1)(b) (2009).

## REVOCABLE ENCROACHMENT PERMIT – GRANTOR ACKNOWLEDGEMENT

**HERRIMAN CITY**

NATHAN CHERPESKI, City Manager

ATTEST

  
JACKIE NOSTROM, City Recorder

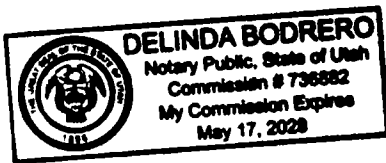
*Matthew Ryan*  
City Attorney  
Approved as to form and legality



STATE OF UTAH

COUNTY OF SALT LAKE

On this 31 day of July, 2024, before me, Delinda B. Brown, 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

**REVOCABLE ENCROACHMENT PERMIT – GRANTEE(S) ACKNOWLEDGEMENT**

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

**GRANTEE**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title (if any): \_\_\_\_\_

*Aaron Osmond*  
*Aaron Osmond*

*Manager, Mountainview Plaza LLC*

**GRANTEE**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

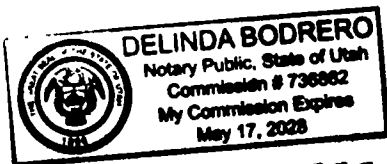
Title (if any): \_\_\_\_\_

STATE OF UTAH )

§

COUNTY OF SALT LAKE )

On this 31 day of July, 2024, before me, Delinda Bodrero,  
personally appeared Aaron Osmond, 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.



Comm# 736882

*Delinda Bodrero*

NOTARY PUBLIC

