

When Recorded, Return to:

Herriman City  
5355 West Herriman Main Street  
Herriman, Utah 84096

## REVOCABLE ENCROACHMENT PERMIT

Affecting Parcel(s): 3213226013

Herriman City, a Utah municipality, whose address is 5355 West Herriman Main Street, Herriman, UT 84096 ("Grantor"), hereby grants to KIMBALL TORREY ANDERSON and MELANIE E ANDERSON, Joint Tenants, ("Grantee(s)") a revocable permit, effective the 26<sup>th</sup> day of June, 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:

Rosecrest Plat Z Lot 11

4871 W Ridge Rock Cir

This Revocable Encroachment Permit shall be for the limited purpose of constructing a rock retaining wall (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.

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<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

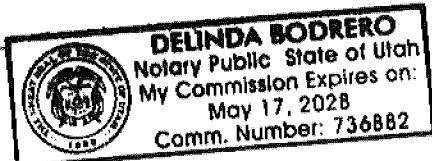
  
JACKIE NOSTROM, City Recorder

*Walter J. Jacob*  
City Attorney  
Approved as to form and legality



STATE OF UTAH )  
COUNTY OF SALT LAKE )

On this 1 day of July, 2025, before me, Delinda Budrero 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 Bodner  
NOTARY PUBLIC

**REVOCABLE ENCROACHMENT PERMIT – GRANTEE(S) ACKNOWLEDGEMENT**  
(this page may be reproduced if there are additional Grantees)

**GRANTEE**

Signature: 

Print Name: K. Torrey Anderson

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

**GRANTEE**

Signature: Melanie E. Anderson

Print Name: Melanie E. Anderson

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

STATE OF UTAH

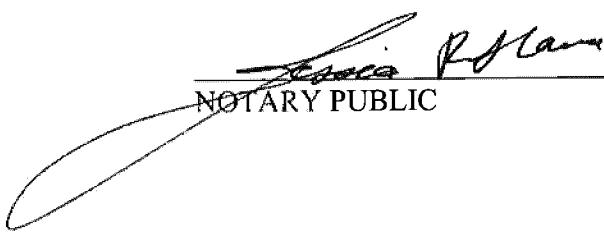
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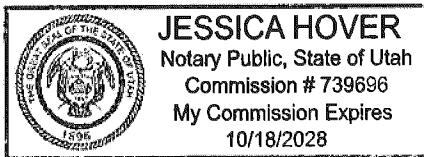
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COUNTY OF SALT LAKE

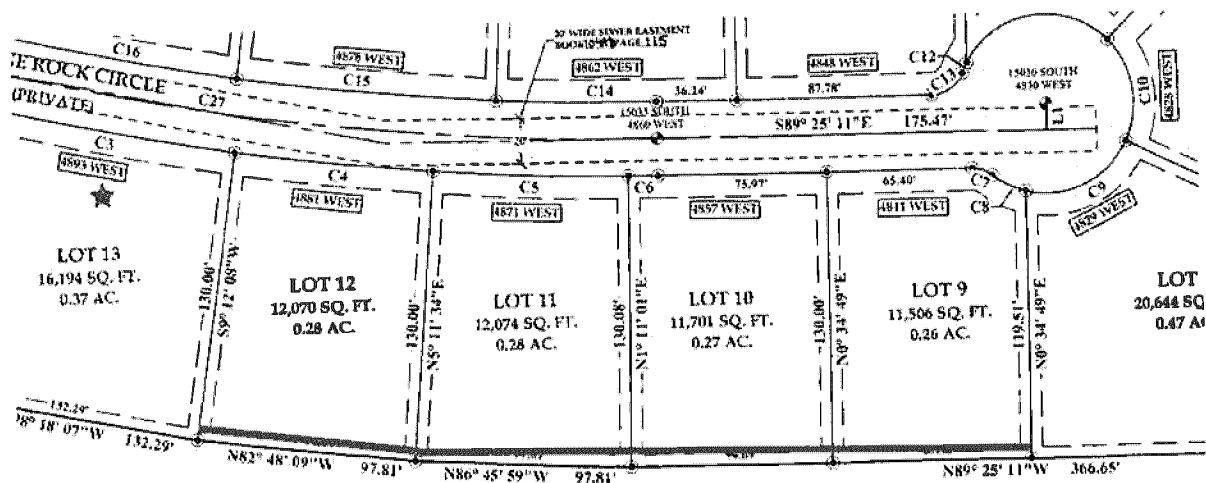
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On this 26<sup>th</sup> day of June, in the year 2025, before me, Jessica Hover, personally appeared Melanie Anderson, proved on the basis of satisfactory evidence to be the person(s) whose name is subscribed to in this document, and acknowledged that he or she executed the same.

  
NOTARY PUBLIC



## Exhibit A



Red line shows how the rock wall will be continuous across the lots of all 4 property owners.

The rock wall will be built a minimum of 8' from existing rock walls previously built by homeowners to the south - which meets the requirement that the rock wall is built more than 5' from the property line. The existing wall is built on, or past the property line.