When Recorded, Return to:

Herriman City 5355 West Herriman Main Street Herriman, Utah 84096 14132171 B: 11433 P: 7120 Total Pages: 4 07/21/2023 04:53 PM By: csummers Fees: \$0.00 Rashelle Hobbs, Recorder, Salt Lake County, Utah Return To: HERIMAN CITY 5355 WEST HERRIMAN MAIN STREETHERRIMAN, UT 84096

### REVOCABLE ENCROACHMENT PERMIT

Affecting Parcel(s): \_\_\_\_2634406006

Herriman City, a Utah municipality, whos	e address is 5355 West Herriman Main Street, Herriman, UT
	Y HOMES, LTD, ("Grantee(s)") a revocable permit, effective
the 8 day of June	, 2023 whereby Grantee(s) is/are permitted, subject to
the conditions contained herein, to encroa	ach into the public utility easement located on the following
described real property ("Property") located	d in Salt Lake County, Utah:

Lot 521, Hidden Oaks Pod 5

13048 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 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 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>&</sup>lt;sup>1</sup> See UTAH CODE ANN. § 54-3-27(1)(b) (2009).

### REVOCABLE ENCROACHMENT PERMIT – GRANTOR ACKNOWLEDGEMENT

HERRIMAN CITY	
NATHAN CHERPESKI, City Manager	
JACKAE NOSTROM, City Recorder  HERRIMAN  1999  1	
City Attorney Approved as to form and legality	
STATE OF UTAH )	
COUNTY OF SALT LAKE )	
On this	
NOYARY PUBLIC	
SHELLY A. PETERSON Notary Public State of Utah My Commission Expires on: July 28, 2024 Comm. Number: 712745	

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

#### GRANTEE

Signature:	tenflewer
Print Name:	Boy Hansen
Title (if any):	Postet Manager
	GRANTEE
Signature:	
Print Name:	
Title (if any):	
STATE OF UTAH )	
COUNTY OF SALT LAKE )	
On this Standard day of UNE, 2023  personally appeared Ben Hangin  of satisfactory evidence to be the person(s)  and acknowledged they executed the same for	, before me, Peter Churents, , proved on the basis whose name(s) are subscribed to in this document, or the purposes described therein.
PETER STEVEN GAZIVROULAS	for high
NOTARY PUBLIC STATE OF UTAH COMMISSION# 722444 COMM. EXP. 01-14-2026	NOTARY PUBLIC

## Exhibit A

Any utilities shown are based upon the best information available & are subject to change. ivory Homes assumes no liability for any utilities shown (or not shown). Ivory Homes will provide sufficient grading around the foundation to allow water to drain away from the home. It is the home buyer's responsibility to Provide landscaping at front (including parkstrip) and side yards to back line of home on all interior lots.
 Provide landscaping at front (including parkstrip) and side yards to rear property line on corner lots and back line of home on opposite slide.
 Provide one (1) tree for every 30 linear feet of lot maintain this drainage away from the home when grading for finished landscape. Home buyer must take extra care when installing landscaping or structures in order to as old impairing the lot drainage of neighboring lots. Elevations of the home will be determined solely at the discretion of Ivory Homes based upon utilities, grade, neighboring homes & site conditions. **IVORY** HOMES 200 Rear/Side Lot Drainage Swale PUE 1550 "Craftsman" (2-Car Garage) 48'-0" Concrete B X L. Sidewalk 2. Parkstrip 3 Curb / Gutter Twisted Oak Drive AVAILABLE HOME Lot 514 Hidden Oaks 12989 S Twisted Oak Drive Herrlman, Utah 6,100 Square Feet initial Initial SCALE 17=20

Subject to any changes necessary made at the discretion of Ivory Homes