

When Recorded, Return to:

Herriman City  
5355 West Herriman Main Street  
Herriman, Utah 84096

## REVOCABLE ENCROACHMENT PERMIT

Affecting Parcel(s): 2634255004

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 14th day of July, 2023 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 715, Hidden Oaks Pod 7 Ph 1

12943 S Twisted Oak Dr

This Revocable Encroachment Permit shall be for the limited purpose of constructing a window well (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*  
NATHAN CHERPESKI, City Manager

ATTEST

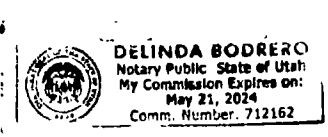
*Jackie Nostrom*  
JACKIE NOSTROM, City Recorder

*Matthew J. Grodes*  
City Attorney  
*Approved as to form and legality*



STATE OF UTAH )  
                                          §  
COUNTY OF SALT LAKE )

On this 7 day of August, 2023, before me, Delinda Bodrero 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**

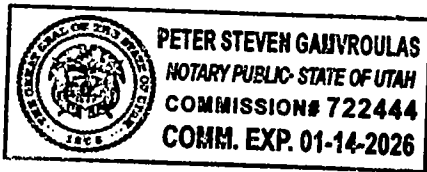
Signature: *Ben Hansen*  
Print Name: Ben Hansen  
Title (if any): Project Manager

**GRANTEE**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title (if any): \_\_\_\_\_

STATE OF UTAH )  
                                  §  
COUNTY OF SALT LAKE )

On this 19<sup>TH</sup> day of JULY, in the year 2022, before me, PETER GAVROULAS, personally appeared BEN HANSEN, the signer of this document, who duly acknowledged to me that (s)he is the PROJECT MANAGER, [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.



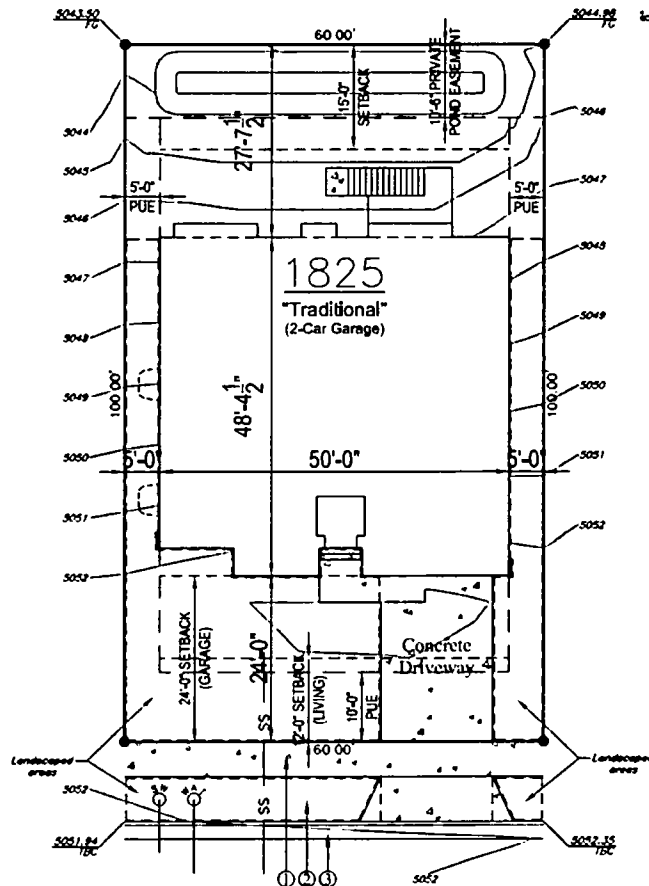
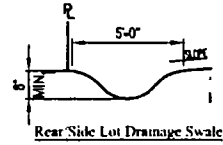
*Peter Gavroulas*  
NOTARY PUBLIC

# 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 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 avoid 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.

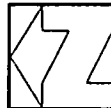
1. Provide landscaping at front (including park strip) and side yards to back line of home on all interior lots.
2. Provide landscaping at front (including park strip) and side yards to rear property line on corner lots and back line of home on opposite side.
3. Provide one (1) tree for every 30 linear feet of lot frontage at park strip.



For: AVAILABLE HOME Drawn By: Andrew

- 1 Sidewalk
- 2 Parkstrip
- 3 Curb / Gutter

Initial \_\_\_\_\_, Date \_\_\_\_\_  
 Initial \_\_\_\_\_, Date \_\_\_\_\_



Lot 715 Hdden Oaks  
 12943 S Twisted Oak Drive  
 Herriman, Utah  
 6,000 Square Feet

## SITE PLAN

SCALE: 1"=20'

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