y.

When Recorded, Return to:

Herriman City 5355 West Herriman Main Street Herriman, Utah 84096 14280375 B: 11513 P: 8711 Total Pages: 4 08/26/2024 04:51 PM By: BGORDON Fees: \$0.00 Rashelle Hobbs, Recorder, Salt Lake County, Utah Return To: HERRIMAN 5355 W HERRIMAN MAIN STHERRIMAN, UT 84096

## REVOCABLE ENCROACHMENT PERMIT

Affecting Parcel(s): <u>2625402001</u>

Herriman City, a Utah municipality, whose addr	ess is 5355 West Herriman Main Street, Herriman, UT	
84096 ("Grantor"), hereby grants to MOUNTA	AINVIEW 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 her	ein, to encroach into the public utility easement located	
on the following described real property ("Property") located in Salt Lake County, Utah:		

Lot 1, Mountainview Plaza

12283 S Herriman Main Street

This Revocable Encroachment Permit shall be for the limited purpose of constructing a <u>monument sign</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
JACKIE NOSTROM, City Recorder  HERRIMAN  City Attorney  Approved as to form and legality
STATE OF UTAH )  \$ COUNTY OF SALT LAKE )
On this 31 day of 50 he 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 Usah Commission & 736982 My Commission Expires May 17, 2028

## REVOCABLE ENCROACHMENT PERMIT – GRANTEE(S) ACKNOWLEDGEMENT

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

	GRANTEE
Signature: Print Name: Title (if any):	Avan Osmand Manager, Mantalauria Mazar, Lec
	GRANTEE
STATE OF UTAH )  §  COUNTY OF SALT LAKE )	
On this 3 day of 3, 2022 personally appeared satisfactory evidence to be the person(s) and acknowledged they executed the same for	) whose name(s) are subscribed to in this document,
DELINDA BODRERO Notary Public, State of Utan Commission & 73882 My Commission Expires May 17, 2028  COMM & 13682	Delindabather Notary public
exp. May 17, 7,028	

## Exhibit A

PERMIT

STREAMING OF MANAGEMENT BORN

11 STREAMING OF MANAGEMENT BORN

67 1 (07 COMMAL)

13. STREAMING OF MANAGEMENT BORN

67 1 (07 COMMAL)

14. STREAMING OF MANAGEMENT BORN

67 1 (07 COMMAL)

15. STREAMING OF MANAGEMENT BORN

67 1 (07 COMMAL)

16. STREAMING OF MANAGEMENT BORN

17. STREAMING OF MANAGEMENT BORN

18. STREAMING OF MANAGEMENT BORN

19. STREAMING OF MANAGEMENT BORN