

10307

EASEMENT AND AGREEMENT

THIS AGREEMENT made and entered into by and between PROVO CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as the City, and FIRST MEDIA CORPORATION, hereinafter referred to as the Grantor:

W I T N E S S E T H

THAT WHEREAS, the Grantor is the owner of certain property located in Provo City, Utah immediately adjacent to Provo Bay in Section 13, Township 7 South, Range 2 East, Salt Lake Base and Meridian, and

WHEREAS, the Corps of Engineers in 1983 extended a dike, the western edge of which is presently located on the Grantor's property and it has been deemed necessary in order to avert flooding during the flood season of 1984; to construct a new dike beginning at the southeast corner of Grantor's property and to extend said dike along the fence line parallel to the southern fence line as hereinafter set forth, all of which is to be done at the expense of the City.

NOW, THEREFORE, the parties agree as follows:

1. The Grantor hereby grants to the City an easement across the Grantor's property in the following location:

Commencing on the Grantor's property at the southeast corner and continuing along the fence line proceeding due west to the Grantor's west property line, thence proceeding due north along the Grantor's west property line and adjacent to the fence line running north and south on the Grantor's west property line to the street line of 1560 South Street. (As delineated on the ariel attached as exhibit A.)

2. The City agrees that before any large equipment is allowed to travel over the Grantor's property that the City will lay two feet of fill over the area in which the Grantor's radio antennas are buried in order to avoid damage to the buried ground systems by heavy equipment. The City further agrees that the dike's construction will begin immediately adjacent to the fence and proceed from that point the necessary width to support said dike and that the City will incorporate Grantor's property in the de-watering system established on 500 West, it being the City's intention that all reasonable efforts will be made to evacuate surface water behind the dike.

3. The City will raise and extend the dike to a level approximately 4499 feet above sea level to a reasonable width depending on the height of the dike above the normal altitude of the property.

UTAH COUNTY CLERK  
REC'D  
1984 APR -9 AM 11:35  
PROVO CITY

1984 APR -9 AM 11:35

10307  
RECORDED AT THE REQUEST OF  
Provo City

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4. If the dike is used for access by motor vehicles, the City agrees to remove the existing fence, install an appropriate gate and restore the remainder of the fence to a comparable condition to that already existing before any traffic is allowed to go out on the dike.

5. The City agrees that it will restore any improvements damaged pursuant to the permission granted in this easement and agrees to hold the Grantor harmless from any liability to the contractor or any third party associated with the construction of the dike or maintenance thereof.

6. The City agrees to provide a vehicle crossing over the dike appropriate and wide enough to allow farm equipment to cross the dike and get to the portion of the Grantor's property south of the dike, the crossing to be made at the time of installation of the rest of the dike.

7. It is agreed between the parties that installation of the dike and maintenance of the dike hereafter shall not be a waiver of accretion rights of the Grantor south of the dike.


8. This easement shall be perpetual and shall include the right of ingress and egress for the purpose of installing, maintaining and servicing the dike during any subsequent year that the high water touches the dike.

DATED at Provo, Utah, the day and year above written.

PROVO CITY CORPORATION

  
JAMES E. FERGUSON, Mayor

ATTEST:

  
JEAN EKLUND, City Recorder

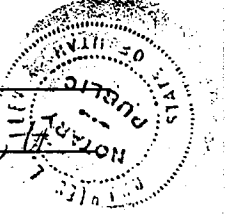
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within and foregoing instrument was signed on behalf of said corporation.

Charles S. Allen  
NOTARY PUBLIC

Residing at: Sittler City, W. Va.



My Commission Expires:  
8-5-85

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