



When recorded, return original to Provo City Property Coordinator
351 W. Center, Provo, Utah 84601

HOLD PROVO CITY HARMLESS/INDEMNITY AGREEMENT AND COVENANT RUNNING WITH THE LAND

An agreement, made this 5th day of July, 2011, by and between Provo City Corporation, a municipal corporation of the State of Utah, (hereinafter "City") and ROBERT H. FITCH, (hereinafter "Property Owner") whose address is 3652 N. 290 E. PROVO, Utah; within the subdivision of EDGEHUNT VISTA Plat or Phase 1 Lot 9 Provo Utah;

WHEREAS, Property Owner is the owner of the property described above and has applied for a building permit from Provo City; and

WHEREAS, Provo City possesses an easement which runs through the Property Owners property; and

WHEREAS, Property Owner desires to build next to the easement and is proposing to encroach within the 15' allowable building setback and the 10' of undisturbed soil form the outside of pipe diameter or embankment of existing irrigation or storm drainage piped water way or open channel system.

THEREFORE, in consideration of the foregoing and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Property Owner hereby agree as follows:

1. City will issue a building permit for the property referenced at the address of 3652 N. 290 E. Provo, Utah, as part of the subdivision of EDGEHUNT VISTA Plat or Phase 1 Lot 9 Provo Utah.

2. Property Owner and all future owners, successors in interest, and assigns of the property listed in paragraph "1" of this agreement agree to hold harmless and indemnify City, its successors in interest, and assigns form and against any and all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the encroachment of the 15' allowable building setback and 10' of undisturbed soil form the outside of pipe diameter or embankment of existing irrigation or storm drainage piped water way or open channel system.

3. Property Owner and all future owners, successors in interest, and assigns acknowledge that this hold harmless and indemnity agreement is binding to this property.

4. This agreement is to be recorded in the Utah County Recorder's Office.

IN WITNESS WHEREOF, the party hereto has executed this agreement the day and year first above written.

[Signature]
Property Owner:

STATE OF UTAH)
)ss.
COUNTY OF UTAH)

SUBSCRIBES AND SWORN TO before me, a notary Public in and for the State of Utah,
this 5th day of July, 20 11.

[Signature]
Notary Public

