

Return to:  
CITY RECORDER  
324 South State, 5th Floor  
Salt Lake City, Utah 84111

**LIEN COVENANT AND AGREEMENT GUARANTEEING  
INSTALLATION OF DEVELOPMENT IMPROVEMENTS**

**4508974**

APPROVED

AUG 11 1987

CITY RECORDER

WHEREAS, SALT LAKE CITY CORPORATION, is a municipal corporation of the State of Utah and requires certain conditions for developments within its corporate boundaries; and

WHEREAS, the J. Frank And Esther E. Brasher Family Partnership, hereinafter "Developer", desires to develop property in Salt Lake County, more particularly described as follows, to-wit"

Beginning at the Northeast Corner of Section 11, T. 1 S., R. 2 W., S.L.B.&M.; thence N89°54'13"W, 1650 feet; thence S0°01'17"W, 1320 feet more or less to the north boundary of the Union Pacific Railroad property; thence Northeasterly 1695 feet, more or less, along the north boundary of the Union Pacific Railroad property to the east boundary of said Section 11; thence North 0°01'17" East, 981.45 feet along said section line to the point of beginning. OK B.E. 8/10/87

Said development is to be known as Brasher's Auto Auction, hereinafter referred to as Brasher's, and

WHEREAS, developer is required to put in certain public improvements which are estimated by the City's Engineer to cost \$123,000.00; which may not be required for several years; and

BOOK 5952 PAGE 2352

*No Fee*  
4508974  
18 AUGUST 87 01:35 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY RECORDER  
REC BY: EVELYN FROGGET, DEPUTY

WHEREAS, under City ordinances, rules and regulations, final approval for a change in zoning in the aforesaid circumstances cannot be given unless the Developer enters into an agreement and files with the City a bond for the purpose of assuring the actual construction and installation of the required improvements in a satisfactory manner within a one (1) year period from the date developer is notified of the need for the improvements; and guaranteeing completion; and guaranteeing payment for labor and material furnished for said development; said development; said improvements to remain in good and acceptable condition for an additional year after; and

WHEREAS, the Developer desires to file such a bond by furnishing the City with a lien on 6.5 acres more or less contained in the proposed development as a guarantee for improvements; said 6.5 acres more particularly described as follows, to-wit:

Beginning at a point 1396.97 feet N89°54'13"W from the Northeast corner of Section 11, T.1S.R.2W, SLB&M; thence South 355 feet, thence East 900 feet, thence North 355 more or less to the North Section line of said Section 11, thence N89°54'13"W 900 feet more or less along said section line to the point of beginning. *OK B.C. 8/10/87*

Containing 7.335 acres more or less.

Excepting therefrom that portion along the section line that is to be dedicated to the City for a city street.

Containing 0.868 acres more or less.

Net acres 6.467 more or less

NOW, THEREFORE, the parties agree as follows:

1. Developer hereby grants to Salt Lake City Corporation a lien on said 6.5 acres, said lien to be first and prior lien over any other lien, including mechanics liens, and developer hereby warrants to Salt Lake City Corporation that no mechanics liens exist; nor has any work been done on the project that would allow the imposition of any mechanics liens.

2. Developer agrees that it will not lease or convey or encumber said 6.5 acres of the said development to anyone whomsoever without having first, as a condition precedent thereto, installed, paid for, and maintained in good condition for a period of one (1) year, the improvements required by the Salt Lake City Engineer or Developer shall have substituted a cash bond in the manner set forth in Paragraph 3.

3. Salt Lake City Corporation agrees to execute and release its lien upon the completion of the public improvements as specified by the Salt Lake City Engineer, and further, upon the completion of a period of one (1) year after acceptance by the City Engineer's Office, in which the public improvements shall remain in good and acceptable condition, or upon substitution by developer of a cash bond for the completion of the improvements in a form acceptable by the City.

4. The parties further agree that the public improvements required shall be installed within one year of the date Developer is notified that they are needed. That upon failure to install Salt Lake City Corporation may, at the Developer's expense, install said improvements.

5. The developer agrees that Salt Lake City Corporation, in case of default in construction or maintenance of the improvements, shall be entitled to its attorney's fees, and any and all costs of completing the public improvements, and/or replacing those which do not hold for one (1) year.

WHEREFORE, the parties have agreed this \_\_\_\_\_ day of  
AUG 11 1987 \_\_\_\_\_, 19\_\_\_\_\_.

SALT LAKE CITY CORPORATION

BY: Palmer A. DePaulis  
Palmer DePaulis, Mayor

APPROVED \_\_\_\_\_

APPROVED AS TO FORM  
Salt Lake City Attorney's Office

AUG 11 1987

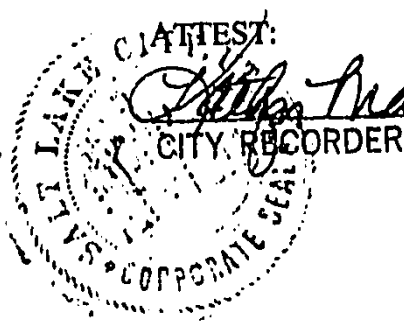
Date

CITY RECORDER By

DEVELOPER

BY: Jay Brad

Title Managing General Partner



ATTEST:

\_\_\_\_\_  
Title:

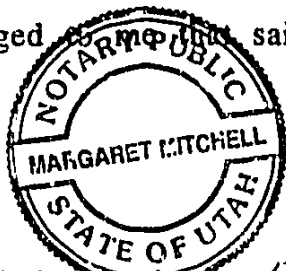
APPROVED  
FINANCE DEPARTMENT

STATE OF UTAH

ss.

County of Salt Lake

On the \_\_\_\_\_ day of AUG 11 1987, 19\_\_\_\_, personally appeared before me PALMER DePAULIS KATHRYN MARSHALL, who being by me duly sworn, did say that they are the Mayor and City Recorder, respectively, of SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, and said persons acknowledged ~~to me~~ said corporation executed the same.



Margaret Mitchell  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

My Commission Expires: 12/5/89

STATE OF UTAH

ss.

County of Salt Lake

On the 30 day of July, 1987, personally appeared before me James R. Blasius and Margaret Mitchell, the signers of the above instrument, who duly acknowledged to me that they executed the same.

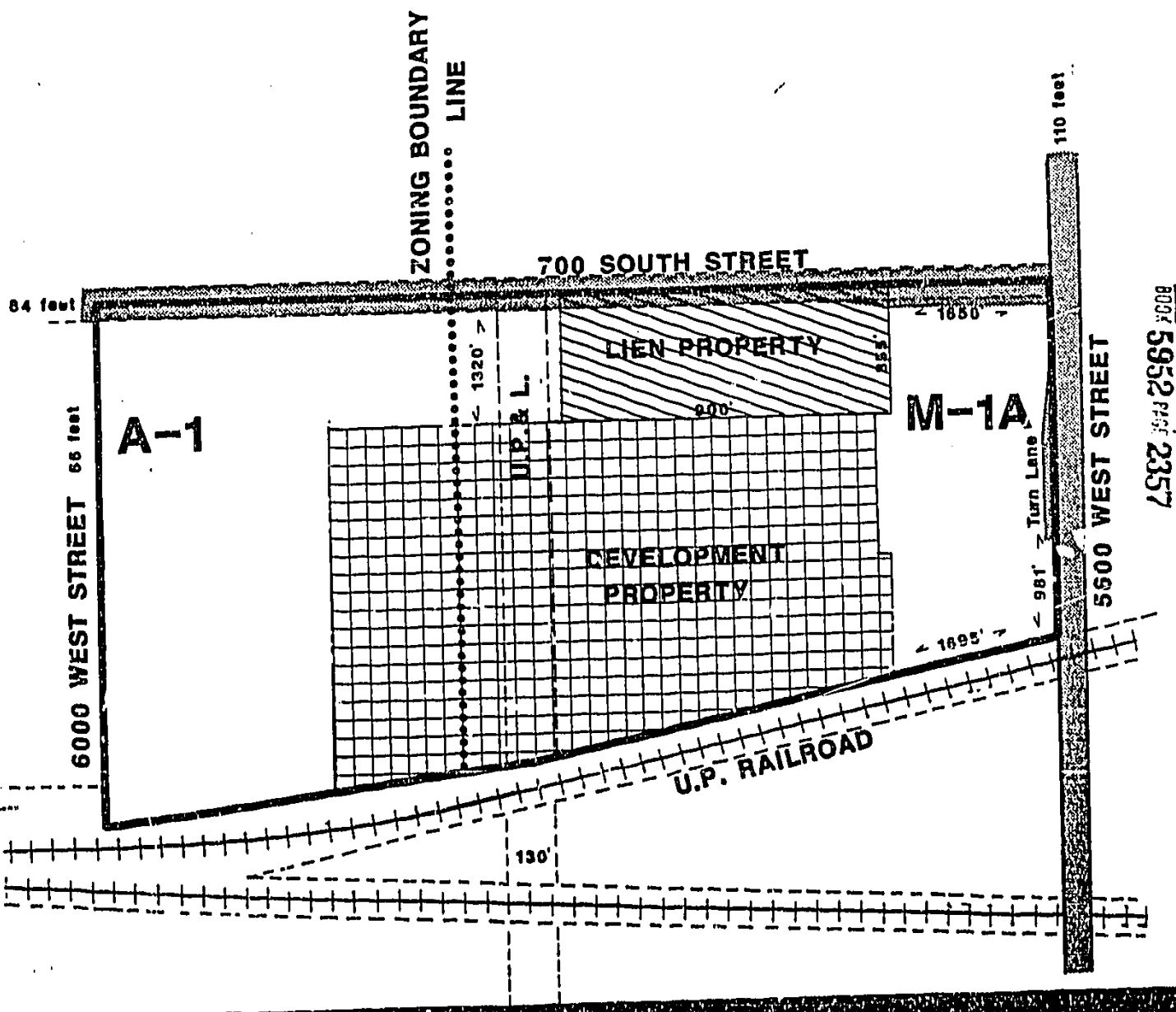
Jim Zelle  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

My Commission Expires: January 26, 1990

BOOK 5952 PAGE 2358

# PETITION NO. 400-523

from A-1 to M-1A



BOOK 5952 PAGE 2357