

COVENANT AND AGREEMENT TO RUN
WITH REAL PROPERTY



W1856809

The undersigned, as the legal and lawful owners of real property in Weber County, Utah, which is described as follows:

All of Lots 4 & 5, DEANS AUTO SUBDIVISION, Ogden City, Weber County, Utah, according to the official plat thereof.

do hereby agree to and understand the following:

1. The owner of Lot 4 intends to commence with the construction of a automobile sales center on the subject property.
2. The owner of Lot 4 warrants the following in regards to the construction of the sales center described above:
 - a. Construction, when commenced, will proceed in a continuous manner, with debri, dust and noise to be kept at a minimum.
 - b. Construction will be in accordance with local building codes and according to the plans and specifications which were approved by Ogden City and the lender of the owner of Lot 4.
 - c. As a result of the construction by the owner of Lot 4, the owner of Lot 4 understands that it will be the obligation of the same to allow for the disbursement of drainage water from the property abutting this property, being described as Lot 5. Owner of Lot 4 will be obligated to install any storm drain or other system to handle excess surface water from Lot 5.
 - d. The southeast corner of the building being constructed by the owner of Lot 4 may not be higher than 18 feet and the building being constructed will not be built or placed on said Lot 4 which would negatively impact the ability of the general public to view the facility of the owner of Lot 5 which presently exists and is known as Deans Automotive.
3. The owner of Lot 5 has in existence, signage located thereon, which is being used for the advertisement for the owner of Lot 5 or their assigns respective business interests.
4. The owner of Lot 5 warrants the following in regards to the maintenance, repair or modification of said sign:
 - a. Size shall be in accordance with local building codes.
 - b. Any modification to said sign will be done in a manner as to not interfere with the view of or advertising of the facilities of the owner of Lot 4.

The undersigned agree to maintain and service their individual properties in a condition which would assure the structural and asthetic value of the properties. Each individual owner will be responsible for the continued maintenance and service of its buildings, signs and landscape.

E# 1856809 BK2241 PG1334
DOUG CROFTS, WEBER COUNTY RECORDER
24-JUN-2002 927 AM FEE \$13.00 DEP JPM
REC FOR: MOUNTAIN.VIEW.TITLE

05-176-0004, 0005

Continued

This agreement shall be binding upon the successors, heirs or assigns of the undersigned and shall be a perpetual covenant on the lands herein described, to be terminated only the mutual agreement of the undersigned, their successors and or assigns or by judicial order or decree.

This agreement shall be governed by the laws of the State of Utah. In the event that either party fails to abide by the terms and conditions that are expressed herein, the offended party shall be entitled to reimbursement of all fees and costs, including attorneys fees, expended to enforce this agreement.

Dated: June 21, 2002

OWNER OF LOT 4:

Rodney H. Citte
RODNEY H. CITTE

Jason R. Citte
JASON R. CITTE

OWNER OF LOT 5:

THE KELLY N. HADLEY REVOCABLE TRUST
ESTABLISHED BY DECLARATION OF TRUST
DATED MARCH 21, 2002

BY: *Kelly N. Hadley*
KELLY N. HADLEY--TRUSTEE

THE GWEN R. HADLEY REVOCABLE TRUST
ESTABLISHED BY DECLARATION OF TRUST
DATED MARCH 21, 2002

BY: *Gwen R. Hadley*
GWEN R. HADLEY--TRUSTEE

STATE OF UTAH
COUNTY OF WEBER

ON THIS THE 21ST DAY OF JUNE 2002, PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, THE SIGNERS OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

Michael L. Hendry
NOTARY PUBLIC

