

PLATTED VERIFIED
ENTERED MICROFILMED

E# 1254514 BK1686 PG1592
DOUG CROFTS, WEBER COUNTY RECORDER
28-OCT-93 1210 PM FEE \$0.00 DEP MH
COVENANT, AGREEMENT BY ROY CITY

COME NOW, the undersigned Mollie Child, property owner, hereinafter referred to as "Grantor," and ROY CITY, A Municipal Corporation, hereinafter referred to as "Grantee," and;

WHEREAS, Grantors are desirous of obtaining a building permit from ROY CITY, even though they are desirous that installation of improvements including curb, gutter, and sidewalk as required be delayed at said future time and installed at said future time by Grantors;

NOW, THEREFORE, Grantor hereby covenants and agrees for himself, successors in interest, heirs, and assigns that Grantor shall install at Grantor's expense, curb, gutter, and sidewalk if required by ROY CITY, upon request or demand by ROY CITY at any time in the future.

Grantor further grants a lien against the hereinafter described property for the value of said improvements to guarantee the installation of said improvements and further agrees that in the event of default or failure to install said improvements upon demand by ROY CITY that ROY CITY may proceed to install said improvement if they so elect, and may assess the costs of the same against said property as a lien against same, all in addition to ROY CITY'S right to proceed to collect as any other debt payable the costs of installing said improvements from Grantors, their successors in interest, heirs, or assigns, and upon satisfaction of the indebtedness which might be incurred hereunder Grantee agrees to release this covenant, agreement, and lien obligation against the property.

Grantor further agrees that in the event collection of any amounts payable hereunder becomes necessary through legal action, then the undersigned, their successors in interest, heirs, or assigns shall be liable for all costs of collection, including reasonable attorney's fees.

Grantors hereby acknowledged that they have received good and valuable consideration from ROY CITY by the granting of a building permit relating to the property hereinafter described and further declaring that the property to be encumbered by the covenant, agreement, and lien is situate in Roy City, Weber County, State of Utah, and is more particularly described as follows:

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 22, 1060 FEET WEST OF THE NORTHEAST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE SOUTH 40 RODS TO

09-088-0003

EH 1254514 BK1686 PG1593
RAILWAY RIGHT-OF-WAY, THENCE WEST 260 FEET; THENCE NORTH
40 RODS, THENCE EAST 260 FEET TO THE PLACE OF BEGINNING.

WITNESS the hands of Grantors this 28 day of October,
1993.

Mollie Child

STATE OF UTAH)
) SS.
COUNTY OF WEBER)

Appeared before me the above-named Grantor Mollie Child
and affix his signature this 28 day of October, 1993, and did
acknowledge to me that they executed the same.

Michelle Drago
Notary Public
Residing at Logan, Utah
My Commission Expire 7/22/96

