

PLATTED INDEXED
ENTERED MICROFILMED

E# 1254515 BK1686 PG1594
DOUG CROFTS, WEBER COUNTY RECORDER
28-OCT-93 1212 PM FEE \$0.00 DEP MH
REC FOR: ROY CITY

COVENANT, AGREEMENT & LIEN

Comes now, the undersigned Mollie Child property owner, hereinafter referred to as "Grantors" and Roy City, a municipal corporation, hereinafter referred to as "Grantee";

Whereas, Grantors currently live outside the municipal boundaries of Grantee; and

Whereas, Grantor's property is contingent to Grantee's municipal boundary; and

Whereas, Grantors desire to obtain sewer and culinary water service from Grantee; and

Whereas, it is anticipated that in the future Grantors will annex into the boundaries of Grantee since they are already within the Grantee's recognized annexation declaration; and

Whereas, Grantee has the capacity to provide the desired sewer and water services to Grantors;

Now, Therefore, Grantors hereby covenant and agree for themselves, successors in interest, heirs, and assigns that Grantors shall annex their property into Grantee's municipal boundaries at Grantor's expense upon request of Grantee.

Grantors further agree to pay Grantee the required base fee for individuals outside of Grantee's municipal boundaries, which is currently a figure equal to double the normal residential base fee. Grantors further agree to pay all fees relating to the sewer and water connection.

Grantors further agree that in the event of collection of amounts payable hereunder becomes necessary through legal action or enforcement of other provisions of this agreement require 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. Further, Grantors grant a lien upon the below described property in the event a judgment is received by Grantee.

Grantors acknowledge they have received good and valuable consideration from Grantee and further declare the property to be encumbered by this covenant, agreement, and lien to be 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

09-088-0003

QUARTER SECTION AND RUNNING THENCE, SOUTH 40 RODS TO 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 the Grantors this 29th day of October, 1993.

Mollie Child

State of Utah)
) SS
County of Weber)

Appeared before me the above-named Grantor Mollie Child being first duly sworn stated he is the owner of the above referenced real property and he has read, understood, and freely executed the above covenant, agreement, and lien.

Michelle Drago
Notary Public
Residing in: Roy, Utah
My Commission Expires: 7/22/96

