

COVENANT, AGREEMENT & LIEN

Annexation on Demand

Comes now, the undersigned Richard & Deborah Barnes property owners, 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:

BEGINNING 1594.27 FEET NORTH AND 33 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, THENCE NORTH 280.13 FEET, THENCE WEST 101.5 FEET, THENCE SOUTH 2100.7' WEST 297.01, THENCE EAST 209.5 TO BEGINNING.

CONTAINING ONE ACRE.

Witness the hands of the Grantors this 30th day of April, 1996.

F. Richard Barnes

Deborah Barnes

State of Utah)
) ss
County of Weber)

Appeared before me the above-named Grantors F. RICHARD BARNES and DEBORAH BARNES and being first duly sworn stated they are the owners of the above referenced real property and they have read, understood, and freely executed the above covenant, agreement, and lien.

Patricia P. Lasater

Notary Public

Residing in:

My Commission Expires: 5-11-97

