

COVENANT, AGREEMENT AND LIEN

COME NOW, the undersigned, Richard + Deborah Barnes,
property owners, 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:

SERIAL NUMBER 09-072-0003

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
21007' WEST 297.01, THENCE EAST 209.5 TO BEGINNING.
CONTAINING ONE ACRE.

WITNESS the hands of 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 affix their signatures this 30th day of April, 1996,
and did acknowledge to me that they executed the same.

Patricia P. Lasater
Notary Public
Residing at _____

My Commission Expire

