

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 21D07' 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

