## COVENANT, AGREEMENT & LIEN

Jarel 8 Ann Coy COME NOW the undersigned, property owners, hereinafter referred to as "Grantor," and SOUTH WEBER CITY Municipal Corporation, hereinaftor referred to as "Grantee, : and;

WHEREAS, Grantors are desirous of obtaining a building permit from SOUTH WEBER CITY, even though they are desirous that installation of improvements including curb, gutter and sidewalk as required be delayed to some 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 SOUTH WEBER CITY, upon request or demand by SOUTH WEBER CITY at any time in the future.

Grantor further grants a lien against the hereinafter described property for the value of said improvements to quarante the installation of said improvements and further agrees that in event of default or failure to install said improvements upon demand by SOUTH WEBER CITY that SOUTH WEBER CITY may proceed to install said improvements if they so elect, and may assess the costs of same against said property as a lien against same, all in addition to SOUTH WEBER 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, heir or assigns shall be liable for all costs of collection, including reasonable attorney's fees.

Grantors hereby acknowledge that they have received good and valuable consideration from SCUTH WEBER CITY by the granting of a building permit relating to the property hereinafte described and further declare that the property to be encumbered by this covenant, agreement and lien is situate in South Weber City, Davis County, State of Utah, and is more particularly described as follows:

Address: 401 E. 6650 So.

( Property description on back)

JUL 2 9 1**987**1

WITNESS the hands of Grantors this /3day of

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STATE OF UTAH )ss.

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signat

My Commission Expires

LILD

LAND INDEX SYSTEM

LEGAL DESCRIPTION

SERIAL# 13:023:0042 87

NAME: SCHMALZ, BRUCE L, TRUSTEE

4.36000 ACREAGE:

PROP ADDR: NO PROP ADDRESS RECORDED

LEGAL DESCRIPTION:

BEG AT A PT S 0^39' W 345.75 FT & N 86^ 07'W 233.35 FT FR NE COR OF SEC 29;T5N-R1W; SLM:TH N 82^17'W 213.85 FT TH N 86^35' W 287.40 FT TH S 0^8' W 467.88 FT TO NW COR OF PPTY CONV IN 760-314 TH S 88^ 52' E 478.84 FT ALG SD PPTY; TH N 73.9 FT, M/L, TH N 85^49' W 60.43 FT; TH N 62^19' W 55.39 FT; TH N 5^26' E 161.15 FT; TH N 88^27' E 97.4 FT; TH N'LY PAR TO W LN OF A STR 152.4 FT, M/L, TO THE S LN OF 6650 SOUTH STR; TH S 82^29'21" E 13.52 FT; TH N 1^05' E 18.07 FT TO THE POB. CONT. 4.78 ACRES. LESS TO 985-1202. BALANCE CONT. 4.36 ACRES. (WENT TO 13-023-0 Ø57).

PRIOR NUMBERS:

FUTURE NUMBERS:

THE END