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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
9/18/2008 1:16:00 PM  
FEE \$46.00 Pgs: 17  
DEP eCASH REC'D FOR FOUNDERS TITLE CO - L

WHEN RECORDED, RETURN TO:  
R. Scott Priest  
1485 W. Hill Field Rd., Suite 205  
Layton, Utah 84041

*D-41720*

**DECLARATION REGARDING EASEMENTS AND MAINTENANCE**

This Declaration of Easement ("Declaration") is made and effective this 3 day of September, 2008 (the "Effective Date"), by Gordon Avenue Properties, LLC, a Utah limited liability company, having a notice address of 1485 West Hill Field Road, Suite 202, Layton, Utah 84041, ("G.A.P." or "Owner").

*10-063-0027*  
*10-063-0028*

RECITALS

WHEREAS, **G.A.P.** is the owner of a certain parcel of real property located on Gordon Avenue in Layton City, Davis County, State of Utah, more particularly described on Exhibit A, attached hereto and made a part hereof ("Lot A"). The Owner intends to subdivide Parcel A into three lots (which subdivision shall probably be named "Eagle Eye Subdivision"), namely: Lot 1, more particularly described on Exhibit 1, which exhibit is attached hereto and made a part hereof, ("Lot 1"); Lot 2, more particularly described on Exhibit 2, attached hereto and made a part hereof, ("Lot 2"), and Lot 3, more particularly described on Exhibit 3, attached hereto and made a part hereof, ("Lot 3"), and

WHEREAS, a parcel of real property adjacent to Parcel A immediately on the west, more particularly described on Exhibit 4, attached hereto and made a part hereof, (the "Western Parcel"), shall be divided into and become lot 4 and lot 5 of the Eagle Eye Subdivision; and

WHEREAS, **G.A.P.** desires to declare, provide, and allocate certain easements among Lots 1, 2 and 3, some fully reciprocal and some partially reciprocal, for pedestrian and vehicle use, ingress, egress, for drainage, and for parking within described limits, between and among the Lots, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

AGREEMENT

1. Definitions. In addition to the definitions provided in the Recitals above, the following definitions shall apply to this Agreement.

1.1 Benefited Lot. The term "Benefited Lot" shall mean and refer to the property that is benefited by certain easements and/or rights hereinafter set forth, and consequently constitutes the dominant estate with respect to such easements and/or rights.

1.2 Burdened Lot. The term "Burdened Lot" shall mean and refer to the property that is burdened by certain easements and/or rights hereinafter set forth, and consequently constitutes the servient estate with respect to such easements and/or rights.

1.3 Occupant. The term "Occupant" shall mean and include any of the Owners and any Person who shall be, from time to time, entitled to the use and occupancy of any portion of Lot 3 under any lease, sublease, license, concession, agreement, or other instrument or arrangement under which such rights are acquired, including, without limitation, mortgagees in possession.

1.4 Owner. The term "Owner 1" shall refer to whomever holds fee title to Lot 1; The term "Owner 2" shall refer to whomever holds fee title to Lot 2; and the term "Owner 3" shall refer to whomever holds fee title to Lot 3, as the context may require. The term "Owners" shall refer collectively to Owners 1, 2 and/or 3, as the context may require.

1.5 Permittees. The term "Permittees" shall mean and refer to all Occupants and all guests, employees, licensees, agents, contractors, vendors and other invitees of Occupants.

1.6 Person. The term "Person" shall mean and refer to any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental agency or other business entity.

1.7 Drainage Easement. The term "Drainage" or "Drainage Easement" shall mean and refer to the flow or drainage onto, and collection on or by, a Burdened Lot of storm and surface water originating on or flowing over or across a Benefited Lot.

2. General Easement for Sewer. Each Lot Owner grants to the other two Lot Owners a general easement over their Lot for placement of sewer trunk lines, subject to the written consent of the Burdened Lot's Owner as to location.

3. Specific Easements.

a. Easements Benefiting Lot 1 and Lot 2. The Owner of Lot 3, as the Burdened Lot, hereby grants to the Owners of Lot 1 and of Lot 2, as the Benefited Lots, for the use of the Occupants and Permittees of Lot 1 and of Lot 2, a non-exclusive easement for the use and enjoyment of, over, upon, across and through Lot 3 as follows:

For Drainage:

Across those portions of Lot 3 on which no building, sidewalks or landscaping exists;

For vehicular ingress, egress and access:

Within and limited to those portions of Lot 3 that are improved for use as vehicle driveways, but in any event the easterly thirteen (13") feet of Lot 3, and the southerly thirteen (13") feet of Lot 3, in conformance with the Subdivision plat and City requirements; and

For pedestrian access and use:

Within and limited to sidewalks on Lot 3, and those portions of Lot 3 on which vehicular and parking easements are granted herein this Section 3.a.

For parking:

None.

For storm drain:

As to Lot 1: For storm drain across any portion of Lot 3 as shall be necessary to tie into the existing storm drain box on Lot 3 lying closest to Lot 1.

As to Lot 2: None

b. Easements Benefiting Lot 2 and Lot 3. The Owner of Lot 1, as the Burdened Lot, hereby grants to the Owners of Lot 2 and of Lot 3, as the Benefited Lots, for the use of the Occupants and Permittees of Lot 2 and of Lot 3, a non-exclusive easement for the use and enjoyment of, over, upon, across and through Lot 1 as follows:

For Drainage:

Across those portions of Lot 1 on which no building or landscaping exists;

For vehicular ingress, egress and access:

Within and limited to those portions of Lot 1 that are improved for use as vehicle driveways, but in any event the westerly thirteen (13") feet of Lot 1, and the southerly thirteen (13") feet of Lot 1, in conformance with the Subdivision plat and City requirements; and

For pedestrian access and use:

Within and limited to sidewalks on Lot 1, and those portions of Lot 1 on which vehicular and parking easements are granted herein this Section 3.b.

For parking:

None.

c. Easements Benefiting Lot 1 and Lot 3. The Owner of Lot 2, as the Burdened Lot, hereby grants to the Owners of Lot 1 and of Lot 3, as the Benefited Lots, for the use of the Occupants and Permittees of Lot 1 and of Lot 3, a non-exclusive easement for the use and enjoyment of, over, upon, across and through Lot 2 as follows:

For Drainage:

Across those portions of Lot 2 on which no building, sidewalks or landscaping exists;

For vehicular ingress, egress and access:

Within and limited to those portions of Lot 2 that are improved for use as vehicle driveways, but in any event the northerly thirteen (13") feet of Lot 2, in conformance with the Subdivision plat and City requirements; and

For pedestrian access and use:

Within and limited to sidewalks on Lot 2, and those portions of Lot 2 on which vehicular and parking easements are granted herein this Section 3.c.

For parking:

None

d. A certain document entitled "Notice of Easements," was recorded May 24, 2007, Entry 2273506, Book 4290, Page 754-756, in the official records of the County Recorder of Davis County, State of Utah, (the "Notice of Easements"), which set forth joint easements between Parcel A and the Western Parcel. The Owners each individually shall fully obey and comply with all the terms and conditions of the Notice of Easements applicable to them, and the Owners each individually acknowledge that upon obtaining title to any of Lots 1, 2 or 3, they take such title fully subject to all the benefits and burdens that apply to the Lot they own, as such benefits and burdens are set forth in such Notice of Easements.

In the event that Lot 3 is acquired by Eagle Eye Properties, LLC or any of its affiliated companies, or by any entity owned or controlled by Newman Giles, or by Newman Giles himself ("Eagle Eye") and Eagle Eye constructs within the twelve (12) month period after the date of execution hereof any structure over the easements granted in such Notice of Easements over the westerly portion of Lot 3 and the easterly portions of the Western Parcel, (the "Lot 3 / Western Parcel Boundary Easement"), then such easements shall be vacated immediately upon recordation by Eagle Eye in the official records of Davis County, of an instrument giving notice that such easements are vacated. Such instrument shall not require any other Lot Owner's consent. In the event Eagle Eye has not commenced construction of such a structure within the three months after the recordation of such notice, Eagle Eye shall immediately record another instrument restoring the same rights in relation to the Lot 3 / Western Parcel Boundary Easement as existed in the Notice of Easements. This right of Eagle Eye to vacate the Lot 3 / Western

Parcel Boundary Easement shall be a one-time right only, such that if Eagle Eye fails to commence such construction timely, it may not file a subsequent notice of vacation.

e. In the event that any easement granted in Section 2 or in this Section 3 shall be described in general, such that the placement of any easement shall be determined by the placement of landscaping or improvements, the Owner of the Burdened Lot shall have the right to establish and to make changes in such placement at its discretion from time to time, provided that such placement shall not interfere with an essential use or benefit of the easement granted herein to the Benefited Lot Owners.

4. Non-Interference. No Owner shall permit, operate or install any parked vehicle, other object, or any improvements on such Owner's property which in any way unreasonably restricts or interferes with the reciprocal easements granted herein.

5. Nature of Easements and Rights Granted.

5.1 Easements Appurtenant. Each of the easements and rights granted or created herein is an appurtenance to the applicable Benefited Lot, and none of such easements or rights may be transferred, assigned or encumbered except as an appurtenance to the applicable Benefited Lot.

5.2 Nature and Effect of Easements. All of the easements, covenants, restrictions and provisions contained in this Agreement:

5.2.1 create equitable servitudes upon the Lots in favor of the other Lots;

5.2.2 constitute covenants running with the land; and

5.2.3 shall bind every Person or entity having any fee, leasehold or other interest in any portion of either property at any time or from time to time, to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

5.3 Transfer of Title. The acceptance of any transfer or conveyance of title from any Owner of all or any part of its interest in its property shall be deemed, without any further action by the grantor or the grantee, to:

5.3.1 require the grantee to agree not to use, occupy or allow any lessee or occupant of such property to use or occupy the property in any manner which would constitute a violation or breach of any of the easements and covenants contained herein; and

5.3.2 require the grantee to assume and agree to perform each and all of the obligations of the conveying party under this Agreement with respect to all (or the applicable portion of) such property that will be conveyed to such grantee.

5.4 Successors. The obligations set forth in this Section 5 shall be binding on any successors or assigns of the named parties.

6. Maintenance and Costs, Insurance and Taxes. The respective Owners of each Lot shall continue to be responsible for and pay or cause to be paid all maintenance, insurance and taxes, including, without limitation, real estate taxes and special assessments, applicable to the Lot they own, regardless of the easements and interests granted or created by this Agreement, provided however, that in the event that improvements to the frontage (defined as frontage along a Layton City street) of the Lots are required by the City or are otherwise installed simultaneously (with each Owner's consent) upon any two or all three Lots, such as curb and gutter, the Owner of each Lot shall pay pro rata for the portion of such improvements that is constructed along the length of that Lot's frontage. In the case of any and all required utilities or improvements jointly serving all three or any two of the Lots, each Owner shall pay its pro rata share, which shall be in proportion to Lot size, of the costs of construction, maintenance and repair of such utilities or improvements.

In the event that one Owner builds out its Lot before one or both of the other Owners, and thereby constructs an improvement or utility jointly serving another Lot(s), the benefited Owner shall reimburse such building Owner for its share, as determined by the terms of the paragraph immediately above, of such building Owners reasonable cost, within thirty (30) days after its receipt of a written accounting of such costs from such building Owner.

6A. Detention Pond. Each Owner shall pay its pro rata share, which shall be in proportion to Lot size, of the costs of repair or maintenance of the Detention Pond, (as that term is defined in the Notice of Easements), required by the City or that is otherwise necessary to maintain the Detention Pond's intended function, ("Costs"), that are attributable to Lots 1, 2 and 3, but not those attributable to lots in the Western Parcel, which attribution shall in each case be in proportion to Lot size. The Owners of the lots in the Western Parcel are an intended third party beneficiary of this Paragraph 6A of this Declaration, and shall have the same right as each of the Owners of Lots 1, 2, and 3 to enforce the obligation of the other Owners to pay their pro rata share of such Costs.

7. Quality of Maintenance. The easement areas of each Lot shall be maintained in a manner that preserves their appearance and keeps them reasonably free of defects and serviceable to all Owners. Before making any arrangements for maintenance or repair of an easement areas that might reasonably be considered likely to interfere with another Owner's use of such easement area, the Owner proposing to undertake such maintenance or repair shall provide notice to the other Owners not less than fifteen (15) days before the commencement of any such work. In the event that emergency work is required and

cannot reasonably be delayed for the fifteen (15) day notice period, the Owner undertaking emergency maintenance work shall make a reasonable effort to notify the other Owners of the proposed work before commencing such work.

8. Damage to Easement. Each Owner shall refrain from causing any damage to the easements described herein and shall immediately repair any such damage to another Lot caused by Occupants or Permittees associated with an Owner, at such Owner's sole cost and expense. If an Owner fails to perform any such required repairs, the other Owner, upon ten (10) days' prior written notice to the non-performing Owner, may cause such repair work to be performed with a right of reimbursement for all sums reasonably necessary and properly expended to remedy such failure. Within ten (10) days after delivery of a statement documenting such reasonable repair costs incurred, the non-performing Owner shall reimburse the other Owner. If the non-performing Owner fails to pay any reimbursement due, the Owner who has incurred the repair costs shall have the immediate right to record a lien against the non-performing Owner's Lot benefited by this Agreement, in addition to all other rights and remedies permitted at law or in equity. The aforesaid lien shall be treated as a construction lien pursuant to Utah law.

9. Liability Insurance. Each Owner shall maintain a policy of general liability insurance ("Liability Insurance") with adequate single and combined liability limits in force at all times, insuring all activities, conditions, operation and usage on or about either Owners' property which is burdened by an easement pursuant to this Agreement. Such Liability Insurance shall be issued by insurance companies with a reliable general policyholder's rating and financial rating and qualified to do business in the state of Utah. Each Owner shall, upon request of the other, provide evidence to the other Owner of Liability Insurance coverage in accordance with this section.

10. Indemnification. To the extent not covered by the Owners' policies of Liability Insurance: (a) each of the Owners shall defend, indemnify and hold the other Owners and all of their employees or agents harmless from any and all claims, demands, or liability arising from alleged acts or omissions by that Owner or its employees or agents, or the negligent maintenance, construction, or dangerous condition of their easement area and improvements.

11. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, commercial overnight courier with written verification of receipt or by telecopy facsimile. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) two (2) business days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier (as evidenced by the written verification of receipt); or (d) on the date of confirmation if telecopied. Notices shall be addressed as set forth below, but any addressee may change its address by written notice in accordance herewith.

Gordon Avenue Properties, LLC  
Attn: Scott Priest  
1485 W. Hill Field Rd., # 202  
Layton, Utah 84041

12. General Provisions.

12.1 Entire Agreement. This Agreement (including Exhibits attached) constitutes the entire agreement and understanding between the parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by the parties hereto.

12.2 Headings. The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

12.3 Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

12.4 Waiver. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

12.5 Successors and Assigns. Each covenant and condition contained in this Agreement shall inure to the benefit of and be binding on the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns, except as otherwise provided herein.

12.6 Recording. A fully executed counterpart of this Reciprocal Easement Agreement shall be recorded in the Office of the County Recorder of Davis County, Utah.

12.7 Attorneys' Fees and Costs. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

12.8 Mediation and Arbitration.



a. Claims. To the fullest extent permitted by law, all disputes between the Owners relating in any manner whatsoever to this Agreement (“Claims”) shall be resolved by mediation. In the event that mediation is not successful, then all Claims shall be resolved by arbitration, (“Arbitrable Claims”).

b. Procedure. Arbitration of Arbitrable Claims shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as amended from time to time (“AAA Rules”), as augmented in this Agreement. Arbitration shall be initiated as provided by the AAA Rules, although the written notice to the other party initiating arbitration shall also include a statement of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all Arbitrable Claims. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. Otherwise, neither party shall initiate or prosecute any lawsuit or administrative action in any way related to any Arbitrable Claim. Notwithstanding the foregoing, either party may, at its option, seek injunctive relief. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS, INCLUDING, WITHOUT LIMITATION, ANY RIGHT TO TRIAL BY JURY AS TO THE MAKING, EXISTENCE, VALIDITY OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE.

c. Arbitrator Selection and Authority. All disputes involving Arbitrable Claims shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within thirty (30) days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the AAA Rules. the arbitrator shall have authority to award equitable relief, damages, costs and attorneys fees to the same extent that, but not greater than, a court would have. The fees of the arbitrator shall be split between both parties equally. the arbitrator shall have exclusive authority to resolve all Arbitrable Claims, including, but not limited to, whether any particular claim is arbitrable and whether all or any part of this Agreement is void or unenforceable. The arbitrator shall be obligated to apply Utah law.

12.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Gordon Avenue Properties, LLC

By: NSC Properties, LLC

Its: Managing Member

By: [Signature]

R. Scott Priest

Its: Managing Member

NOTARIZATION FOR GORDON AVENUE PROPERTIES, LLC

STATE OF UTAH)

DAVIS COUNTY)

On the 3 day of Sept, 2008 AD personally appeared before me R SCOTT PRIEST, the signer of the foregoing instrument, who duly acknowledged to me that he executed the instrument, and that he executed it on behalf of Gordon Avenue Properties, LLC, a Utah limited liability company, as the Managing Member of NSC Properties, LLC, which is Managing Member of Gordon Avenue Properties, LLC

[Signature]  
Signature of Notary Public

Notary Public for the State of Utah

My commission expires: 10-22-11

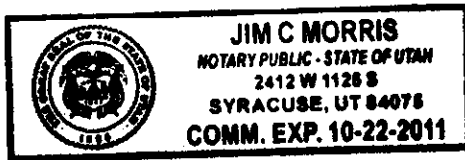


Exhibit "A"

Legal Description of Lot A

Part of the Northeast Quarter of Section 19, Township 4 North, Range 1 West, Salt Lake Base and Meridian described as follows:

Beginning at the intersection of the south line of Gordon Avenue and the west line of 1200 West Street, said point being South  $89^{\circ}50'40''$  West 33.25 feet along section line and South  $00^{\circ}09'20''$  East 42.00 feet from the Northeast Corner of said Section 19, running;

Thence South  $00^{\circ}11'20''$  West 493.41 feet along the west line of 1200 West Street;

Thence South  $89^{\circ}48'20''$  534.22 feet to the easterly right of Way line of the Utah Transit Authority Property;

Thence North  $49^{\circ}01'46''$  West 688.29 feet along the easterly right of way line of the Utah Transit Authority Property;

Thence North  $40^{\circ}32'16''$  East 15.00 feet along the easterly right of Way line of the Utah Transit Authority Property;

Thence North  $0^{\circ}03'79''$  West 29.69 feet along the easterly right of way line of the Utah Transit Authority Property to the south line of Gordon Avenue;

Thence North  $89^{\circ}50'40''$  East 1045.82 feet along the south line of Gordon Avenue to the point of beginning.

*pt - 10-063-0027*

Exhibit "1"

Legal Description of Lot 1

Part of the Northeast Quarter of Section 19, Township 4 North, Range 1 West, Salt Lake Base and Meridian described as follows:

Beginning at the intersection of the south line of Gordon Avenue and the west line of 1200 West Street, said point being South 89°50'40" West 33.25 feet along section line and South 00°09'20" East 42.00 feet from the Northeast Corner of said Section 19, running;

Thence South 00°11'20" West 315.41 feet along the west line of 1200 West Street;

Thence South 89°48'20" West 265.48 feet;

Thence North 00°09'20" East 315.58 feet to the south line of Gordon Avenue;

Thence North 89°50'40" East 267.38 feet along the south line of Gordon Avenue to the point of beginning.

Contains: 84,056 square feet. 1.930 acres.

*pt- 10-063-0027*

Exhibit "2"

Legal Description of Lot 2

Part of the Northeast Quarter of Section 19, Township 4 North, Range 1 West, Salt Lake Base and Meridian described as follows:

Beginning at a point on the west line of 1200 West Street, said point being South  $89^{\circ}50'40''$  West 33.25 feet along section line and South  $00^{\circ}09'20''$  East 42.00 feet to the intersection of the south line of Gordon Avenue and the west line of 1200 West Street and South  $00^{\circ}11'20''$  West 315.41 feet along the west line of 1200 West Street from the Northeast Corner of said Section 19; running;

Thence South  $00^{\circ}11'20''$  West 178.00 feet along the west line of 1200 West Street;  
Thence South  $89^{\circ}48'20''$  West 460.00 feet;  
Thence North  $00^{\circ}11'20''$  East 178;  
Thence North  $89^{\circ}48'20''$  East 460.00 feet to the point of beginning.

Contains: 81,878 square feet, 1.880 acres. *pt- 10-063-0027*

Exhibit "3"

Legal Description of Lot 3

Part of the Northeast Quarter of Section 19, Township 4 North, Range 1 West, Salt Lake Base and Meridian described as follows:

Beginning at a point on the south line of Gordon Avenue, said point being South 89°50'40" West 300.63 feet along section line South 00°09'20" West 42.00 feet from the Northeast Corner of said Section 19, running;

Thence South 00°09'20" East 315.58 feet;

Thence South 89°48'20" West 194.52 feet;

Thence North 00°11'20" East 315.72 feet to the south line of Gordon Avenue;

Thence North 89°50'40" East 192.62 feet along the south line of Gordon Avenue to the point of beginning.

Containing 61.101 square feet, 1.403 acres

*pt - 10-063-0027*

Exhibit "4"

Legal Description of the Western Parcel

Part of the Northeast Quarter of Section 19, T4N, R1W, Salt Lake Base and Meridian, Described as follows:

Beginning at a point South 89°50'40" West along section line 33.25 feet and South 0°09'20" East 42.00 feet and South 0°11'20" West 493.41 feet and South 89°48'20" West 460.00 feet from the northeast corner of said section 19; running thence South 89°48'20" West 74.23 feet, more or less to the easterly line of Utah Transit Authority property; thence along said easterly line North 49°1'46" West 688.28 feet; North 40°32'16" East 15.00 feet; thence North 0°3'19" West 29.69 feet, more or less to the southerly line of Gordon Avenue, thence North 89°50'38" East 585.82 feet; thence South 0°11'20" West 493.72 feet, more or less to the Point of Beginning.

10-063-0028

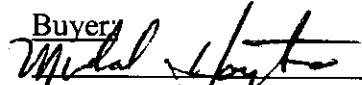
**ADDENDUM TO PURCHASE AND SALE AGREEMENT**

That certain Agreement for Purchase and Sale of Real Property ("Agreement") made and entered into the 22nd day of July, 2008, by and between Gordon Avenue Properties, LLC, a Utah limited liability Company, or assigns, ("Seller") and Mike Hampton, an individual, or assigns ("Buyer"), is hereby amended, as follows:

A new paragraph 6.6 is hereby added, which shall read as follows:

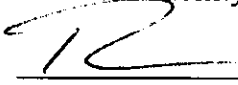
Buyer acknowledges and agrees that Seller may record the attached Declaration Regarding Easements and Maintenance, or any other instrument substantially similar in content and effect, (the "Declaration") at any time up to or after the time of Closing, and Buyer agrees to abide by the terms of such Declaration after Closing, in the event that Closing occurs. The Declaration shall be Exhibit C to the Agreement.

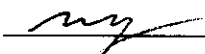
EXECUTED and effective as of this 3<sup>rd</sup> day of September, 2008.

Buyer:  
  
\_\_\_\_\_  
Michael Hampton, an individual

Seller:

Gordon Avenue Properties, LLC  
a Utah limited liability company

By:   
\_\_\_\_\_

Its:   
\_\_\_\_\_



