

WHEN RECORDED, RETURN TO:

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170 South Main Street, Suite 1500  
Salt Lake City, Utah 84101

9575204  
12/07/2005 04:07 PM \$16.00  
Book - 9227 Pg - 3233-3235  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDMARK TITLE  
RY: FPM, DEPUTY - OT 3 P.

### ACKNOWLEDGMENT OF MAINTENANCE FEE PERCENTAGE

This Acknowledgment of Maintenance Fee Percentage (this "Agreement") is executed as of December 7, 2005, by BOYER QUARRY BEND, L.C., a Utah limited liability company ("Developer"), for the benefit of LOWE'S HIW, INC., a Washington corporation ("Lowe's").

### RECITALS

A. Developer and Lowe's are parties to a document entitled Easements with Covenants and Restrictions Affecting Land, of substantially even date herewith, recorded in the office of the Salt Lake County Recorder on December 7, 2005, as Entry No. 9575196 ("ECR"). The ECR pertains to certain real property located in Salt Lake County, State of Utah, and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the ECR.

B. Pursuant to Sections 7.2(c)(i)(D) and 7.2(e) of the ECR, each Owner is required to pay a pro rata share of certain common maintenance costs specified therein ("CAM Costs") including its pro rata share of a management fee to the Maintenance Director (the "Service Charge") in an amount not to exceed ten percent (10%) of CAM Costs.

C. Developer has agreed that the Service Charge to be paid by Lowe's pursuant to the ECR shall be an amount not to exceed five percent (5%) of the CAM Costs.

NOW, THEREFORE, Developer hereby acknowledges and agrees as follows:

1. Notwithstanding anything to the contrary in the ECR, the Service Charge to be paid by Lowe's pursuant to Section 7.2(c)(i)(D) and Section 7.2(e), as applicable, of the ECR shall be an amount not to exceed five percent (5%) of Lowe's pro rata share of the CAM Costs.
2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lowe's and Developer. This Agreement shall be deemed to have been executed after the ECR, and shall not be deemed to be integrated therein by virtue of any integration clause contained therein.

*[Signature Page to Follow]*



**EXHIBIT A**

Property Description

That certain property located in Salt Lake County, State of Utah and more particularly described as follows:

Lots 3, 5, and 8, QUARRY BEND SUBDIVISION, according to the official plat thereof, filed in the Official Records of the Salt Lake County Recorder.

Part of Tax Parcel No. 28-05-401-003 and part of Tax Parcel No. 28-05-451-004