

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Schneider Properties, LLC
1207 S. Main Street
Salt Lake City, UT 84111

APN #16-07-352-011

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02/04/2004 04:01 PM 69.00
Book - 8942 Pg - 1713-1717
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SCHNEIDER PROPERTIES LLC
1207 S MAIN ST
SLC UT 84111
BY: ALG, DEPUTY - WI 5 P.

NO-BUILD AGREEMENT

THIS NO-BUILD AGREEMENT (this "Agreement") is made and entered into as of the 4 day of February, 2004 by and among **SCHNEIDER PROPERTIES, LLC**, a limited liability company ("Nate Wade"), and **SCHNEIDER PROPERTIES, LLC**, a limited liability company ("Schneider").

WITNESSETH

WHEREAS, Nate Wade is the owner of certain real property located in Salt Lake City, Salt Lake County, Utah, as more particularly described in EXHIBIT A attached hereto and made a part hereof (the "Nate Wade Tract");

WHEREAS, Schneider is the owner of certain real property located in Salt Lake City, Salt Lake County, Utah, as more particularly described in EXHIBIT B attached hereto and made a part hereof (the "Schneider Tract");

WHEREAS, Schneider Tract and Nate Wade Tract lie within the jurisdiction of Salt Lake City, Utah (the "City"), which is the enforcing authority for the International Building Code, 2000 Edition (the "Code");


NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Nate Wade and Schneider hereby agree as follows:

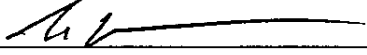
1. No-Build Area. Nate Wade and Schneider hereby declare and covenant to each other and to the City that the real property described on EXHIBIT C attached hereto and made a part hereof, shall be maintained a "public way" or "yard" as such terms are defined in the Code. As presently defined by the Code, no buildings or other structures (but excluding driveways, sidewalks, curb and gutter, parking, landscaping, and similar uses which do not constitute a building as contemplated by the Code) shall be constructed or permitted to exist on that portion of the Schneider Tract that is located within the No-Build Area defined herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the date first set forth above

SCHNEIDER PROPERTIES, LLC,
a limited liability company

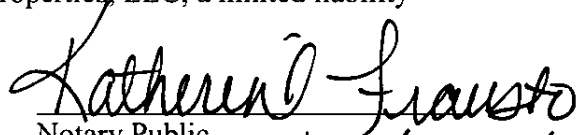
SCHNEIDER PROPERTIES, LLC,
a limited liability company


Name: Kirk Schneider
Its: Manager


Name: Kirk Schneider
Its: Manager

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 4 day of February, 2004 by Kirk Schneider, Manager of Schneider Properties, LLC, a limited liability company.


Notary Public
Residing at: Salt Lake County

My Commission Expires: 4/16/06

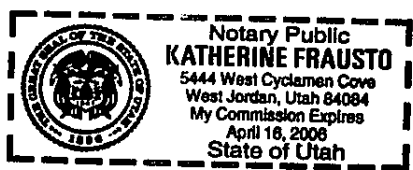


EXHIBIT A

Nate Wade Tract

All of Block 2 and Block 4 of Columbia Subdivision including the vacated 16.5 foot wide alleyway through the center thereof within a part of Lot 1 and Lot 20, Block 22, Five Acre Plat 'A', Big Field Survey in Salt Lake City, Salt Lake County, Utah:

Excepting therefrom the following:

The West 80.0 feet of Lots 10 and 11 of Block 4 of said Columbia Subdivision

The West 80.0 feet of the North 9.9 feet of Lot 12 of Block 4 of said Columbia Subdivision

The North 17.1 feet of Lot 5 of Block 2 of said Columbia Subdivision

All of Lots 6, 7, 8 and 9 of Block 2 of said Columbia Subdivision.

EXHIBIT B

Schneider Tract

A part of Block 2 of Columbia Subdivision within a part of Lot 1 and Lot 20, Block 22, Five Acre Plat 'A', Big Field Survey in Salt Lake City, Salt Lake County, Utah:

The North 17.1 feet of Lot 5 and all of Lots 6, 7, 8 and 9 of Block 2 of said Columbia Subdivision.

EXHIBIT C

No-Build Area

A part of Block 2 of Columbia Subdivision including within a part of Lot 1 and Lot 20, Block 22, Five Acre Plat 'A', Big Field Survey in Salt Lake City, Salt Lake County, Utah:

The North 20.0 feet of Lot 9 of Block 2 of said Columbia Subdivision.