

SECURITY ADDENDUM TO CONTRACTED UTILITY ENHANCEMENT AGREEMENT

THE PARTIES DESCRIBED BELOW, hereby intend to make this addendum a part of that certain Contracted Utility Enhancement Agreement (the "Agreement") entered into by and between the parties described below on the 27 day of May, 2011.

PARTIES:

Municipality: Murray (the "City")

Network Owner: Utah Infrastructure Agency (the "Network Owner")

Customer: Dorian Nye + Vilma Nye (the "Customer")

Customer Contact Information:

Property Address: 1019 Sunberry Dr. Murray UT 84123
Telephone: 801-362-5692
E-mail Address: vcnyses@msn.com

11243364
09/14/2011 03:15 PM \$0.00
Book - 9950 Pg - 584-585
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
MURRAY CITY
BY: ZJM, DEPUTY - WI 2 P.

NOW, THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

1. Security Interest in the Property. In addition to any and all other remedies set forth herein, in the event the Customer defaults, breaches, or otherwise violates the terms, provisions and/or conditions of the Agreement (including without limitation, Customer's failure to timely pay any amounts or funds due under the Agreement), the City shall have the right to collect any amounts of any kind related to such default, breach or other violation through use of the real property (the "Property") described below as collateral. The City and Customer hereby agree that the services, work and labor performed, or to be performed, by the City and Network Owner (and/or its agents, representatives, contractors, or subcontractors) enhances, benefits and adds value on a continual basis to the Property. Consequently, the City is hereby granted an interest in the Property to enforce and guaranty any such amounts due. To that end, Customer hereby agrees that the Property is, and shall hereafter continue to be, encumbered by this Agreement and the obligations, duties, and responsibilities of Customer herein. The parties acknowledge that the encumbrance of the Property described herein is consensual and has been agreed to mutually by both Customer and City. Customer hereby grants the City the right to enforce its security interest created hereby in any way or manner permitted by law, including (without limitation) (i) by any attachment of, or enforcement against, the Property, or (ii) by any means customarily or commonly granted to, or used by, a mortgagee or lender. Customer hereby grants the City the right to record against the Property in the applicable county's public and/or real estate records a notice, memorandum, or similar document referencing this Agreement and the terms herein, including (without limitation) the obligations of Customer herein. A form of such notice to be recorded can be found at http://www.utopianet.org/ExhibitA.

2. Covenants to Run with the Land. The Agreement and this Security Addendum and all of the provisions therein (including, without limitation, the obligations of Customer to pay any amounts or funds due hereunder or described herein) shall constitute covenants that run with the land or equitable servitudes, as the case may be, and shall be binding upon all parties who hereafter acquire any interest in the Property, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns, and same shall inure to the benefit of the City. All parties who hereafter acquire any interest in the Property, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns shall comply with, and shall be subject to, the terms, provisions and conditions of the Agreement, and all obligations, duties, and responsibilities of Customer described or contemplated in this Security Addendum. By acquiring any interest in the Property, the party acquiring such interest consents to, and agrees to be bound by, each and every term and provision of the Agreement and this Security Addendum without the need for any further or additional approval, consent or agreement by such party.

Three Day Right of Rescission

To rescind (cancel) this Agreement, Customer must, within three business days of Customer's receipt of the Agreement, call Network Owner at (801) 613-3880 and ask to cancel this Agreement. Customer can also request cancellation by sending a signed and postmarked letter or notice requesting cancellation via regular mail, overnight carrier, telegram, or hand delivery to UTOPIA.

UTOPIA
2175 South Redwood Road
West Valley City, Utah 84119.

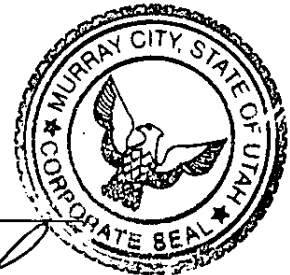
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CUSTOMER:

[Signature] Doria Nye
[Signature] Vilma Nye

NETWORK OWNER:

[Signature]
CITY: [Signature]



ATTEST

Murray City Recorder's Office

[Signature] Brent Davidson

SALT LAKE COUNTY RECORDER

Search for Parcel by Parcel Number

Parcel Number
21113790030000

Return to Home
Page
Return to Parcel Search Guidelines

Search for Parcel by Owner Name

Return to Parcel Type Search

Search for Parcel by Street Address

GO

Attention: These data are updated once a year when tax assessments are generated (April or May). Please check Mainframe screens for more up-to-date information.

Parcel Number:	21113790030000	Book & Page:	9896- 2503
Owners:	NYE, DORIAN C & VILMA V; JT	Total Acres:	0.24
		Land Value:	\$99600
Owner Address:	PO BOX 571691 SALT LAKE CITY UT 84157	Building Value:	\$141200
		Total Value:	\$240800
Parcel Address:	1019 W SUNBERRY DR		

More Parcel Info

Land

Residential

PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY

GIS Map

LOT 48, RIVERBEND PLAT B 4921-0397 5743-0660 5750-1314

5826-1247 6574-2999 6851-0748,0749 7028-1909,1916 7346-0436

9650-1920