



2175 South Redwood Road • West Valley City, UT 84119

Ryan M.

UIA - 511b

## 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 1 day of September, 2011.

## PARTIES:

Municipality: Murray (the "City")Network Owner: Utah Infrastructure Agency (the "Network Owner")Customer: Annette Moulder (the "Customer")

## Customer Contact Information:

Property Address: 293 E. 4800 S.Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

11273849  
11/04/2011 09:21 AM \$0.00  
Book - 9964 Pg - 1405A  
GARY W. OTT  
RECODER, SALT LAKE COUNTY, UTAH  
MURRAY CITY  
5025 S STATE ST  
MURRAY UT 84107  
BY: ZJM, DEPUTY - WI 1P.

2P.

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 further 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, Notify the Network at 2175 S. Redwood Rd. SLC, Utah 84119 and ask to cancel this Agreement.

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:

Annette L. Moulder  
[Signature]

[Signature]

NETWORK OWNER:

J. Wright Hill

CITY: Murray J. Wright Hill

ATTEST:  
Murray City Recorder's Ctr.

Jennifer Kennedy

4844-6644-8393.1

BK 9964 PG 1405

## SALT LAKE COUNTY RECORDER

Search for Parcel by Parcel Number

Parcel Number

22071330010000

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:

22071330010000

Book &amp; Page:

9921-1308

Owner:

THE REAL ESTATE & FORECLOSURE  
SPECIALISTS, LLC

Total Acres:

0.20

Land Value:

\$112500

Owner Address:

404 E 4500 S # B-23  
MURRAY UT 84107

Building Value:

\$80900

Total Value:

\$193400

Parcel Address:

293 E 4800 S

PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY

Legal Description

LOT 6 BLK 5 MURRAY HILL GARDENS PLAT B 8097-0953

8990-1468,1471,1474 9327-8686 9428-1254 9850-6960

Just purchased home  
kg 9/16