

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 11 day of June, 2011.

PARTIES:

Municipality: OREM (the "City")
Network Owner: Utah Infrastructure Agency (the "Network Owner")
Customer: Luelma Bradford (the "Customer")



ENT 78614:2011 PG 1 of 2
JEFFERY SMITH
UTAH COUNTY RECORDER
2011 Nov 02 10:58 am FEE 0.00 BY SS
RECORDED FOR UTOPIA

Customer Contact Information:

Property Address: 820.5 758w 84058
Telephone: 801-225-4081
E-mail Address: _____

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.

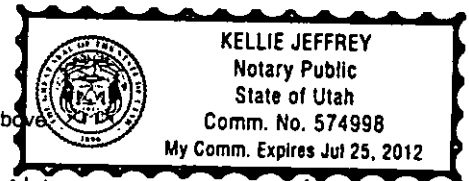
CUSTOMER:

(Signature)

(Signature)

NETWORK OWNER:

CITY:



OREM



PROPERTY INFORMATION

Serial
Number: 18:031:0023 Serial Life: 1981...

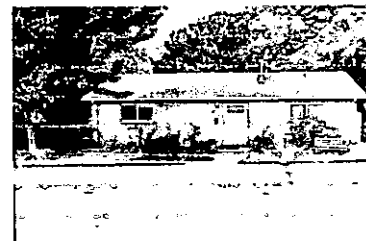
Property Address: 820 S 750 WEST - OREM

Mailing Address: 820 S 750 W OREM, UT 84058-6749

Acreage: 0.21

Last Document: 38557-2010

Legal Description: COM. 181.06 FT E ALONG 1/4 SEC LINE & 21.16 FT S & 120 FT S 89 03' E & 85 FT S 1 09' E FROM W 1/4 SEC COR OF SEC 22, T 6 S, R 2 E, SLB&M: N 89 03' W 120 FT; S 1 09C E 75 FT; S 89 03' E 120 FT N 1 09' W 75 FT TO BEG. AREA .21 OF AN ACRE.



Total Photos: 1

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