



\*W2825777\*

E# 2825777 PG 1 OF 2  
 Leann H. Kilts, WEBER COUNTY RECORDER  
 09-Nov-16 0232 PM FEE \$12.00 DEP KL  
 REC FOR: VIVINT WIRELESS  
 ELECTRONICALLY RECORDED

**WHEN RECORDED RETURN TO:**

Vivint Wireless  
 4931 North 300 West  
 Provo, Utah 84604

Tax Parcel ID # 16-230-0004

**DECLARATION OF EASEMENT AND RIGHT-OF-WAY AGREEMENT**

THIS DECLARATION AND GRANT OF NON-EXCLUSIVE EASEMENT AND RIGHT-OF-WAY AGREEMENT ("Agreement") is made and entered into as of OCT 6, 2016 (the "Effective Date"), by and between the undersigned William C. Olson, ("Grantor"), who resides at 3424 N King Hill Dr. North Ogden Utah 84499, which residence is located on the parcel of real property legally described in Exhibit A attached hereto (the "Property"), and VIVINT WIRELESS, INC., a Delaware corporation located at 4931 North 300 West, Provo, Utah 84604 ("Vivint"). Vivint, its successors and assigns are collectively referred to herein as "Grantee".

**THEREFORE**, for Internet service being provided at No Cost (for the life of this agreement) and the mutual benefits to be derived here from and for other good and valuable consideration, the terms of which are hereby acknowledged by each of the parties hereto, Grantor and Grantee hereby agree as follows:

**Grant of Easement:** Grantor grants and conveys to Grantee a non-exclusive easement and right of way upon, under, over and across the Property (as well as access to the Property as set forth below) to construct, install, reconstruct, add, relocate, replace, operate, repair, maintain, and at Grantee's pleasure remove, the following facilities in accordance with the terms of this Agreement (collectively, the "**Facilities**"):

Wireless Internet transmission, reception and distribution facilities and equipment as the same may from time to time be replaced and/or updated to include then-current technologies;

Grantor certifies, represents, and warrants that it has all right, title, interest, and authority necessary to grant the rights and obligations conveyed herein this agreement.

Grantor agrees that Vivint shall possess a Right-of-Way and easement in perpetuity necessary to access the aforementioned property, with or without prior notice (during normal business hours or as necessary) to Grantor or Grantor's successors in interest, assigns, or tenants. The term of this Agreement shall commence on the date herein and as executed and shall continue in perpetuity. This easement shall run with the land and shall be duly recorded by Grantee in accordance with local and state property laws. This Agreement shall remain in effect regardless of whether Grantor or its successors in interest or assigns are taking service from Vivint or its successors or assigns.

Grantor agrees to and acknowledges that by signing (and initialing) these documents below that they have Read and Agree to all Terms and Conditions of this agreement with all attachments, exhibits, and/or otherwise incorporated by this Agreement.

Grantor along with the granting of easement and right-of-way and other provision contained herein; Grantee shall have the right to connect to the electricity or power supply used by Grantor's House and Grantor shall pay all of the costs of such electricity or power used by the Facilities unless otherwise directed by Grantee in writing. Grantor agrees to Confidentially and Non-Disclosure of this Agreement. Grantor further agrees to protect the Facilities and prohibit anyone other than Grantee, its agents and contractors access to the Facilities.

Grantor and Grantor's tenants, agents, licensees, invites, successors and assigns shall NOT in any way by any act or omission interfere with the Facilities. This includes but is not limited to; physical obstructions, frequency obstructions, or any other equipment, frequencies, and/or other interferences to said facilities.

If Grantor at any time no longer desires service/equipment on said Property, Grantor must notify Grantee in writing no sooner than ninety (90) days of said desire. Grantee will then work with Grantor for an appropriate solution. Grantee may for any reason and at any time remove the Facilities from the Property.

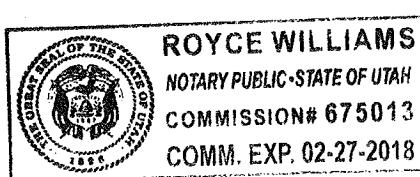
**IN WITNESS WHERE OF**, the parties hereby enter into this Agreement as of the date first set forth above

Grantor: William Olson  
 Print name

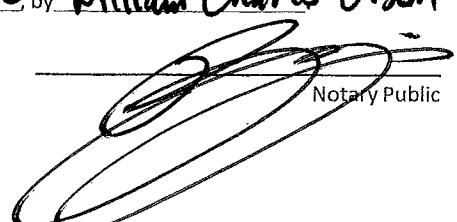
Signature: Willie  
 Date: 10/6/2016

State of Utah )  
 County of Weber )  
 :ss

The forgoing instrument was acknowledged before me this 6 day of October, 2016 by William Charles Olson



[seal]

  
 Notary Public

**IN WITNESS WHERE OF**, the parties hereby enter into this Agreement as of the date first set forth above

**Vivint Inc.,**

Grantee: Paul Haynie

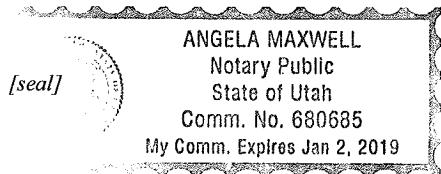
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Print name

**Signature:**

Date: 8 Nov 2014

The foregoing instrument was acknowledged before me this 8 day of Nov, 2016, by Paul Heppner  
 Angela Maxwell  
Notary Public



## **EXHIBIT A**

#### LEGAL DESCRIPTION OF THE PROPERTY

(Tax Parcel ID # 16-230-0004)

Situs Address: 3626 N KING HILL DR NORTH OGDEN 84414