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BK 6385 PG 878

E 2902607 B 6385 P 878-879  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
11/02/2015 02:57 PM  
FEE \$12.00 Pgs: 2  
DEP RT REC'D FOR VIVINT WIRELESS

WHEN RECORDED RETURN TO:

Vivint Wireless  
4931 North 300 West  
Provo, Utah 84604

Tax Parcel ID # 0306800391

DECLARATION OF EASEMENT AND RIGHT-OF-WAY AGREEMENT

THIS DECLARATION AND GRANT OF NON-EXCLUSIVE EASEMENT AND RIGHT-OF-WAY AGREEMENT (this "Agreement") is made and entered into as of the 13 day of August, 2015 (the "Effective Date"), by and between the undersigned Reed Boyd Murray (collectively, "Grantor") who reside at 84 South 350 W Beautiful View Circle Provo UT 84604 which residence is located on the parcel or parcels of real property legally described on Exhibit A attached hereto and incorporated by reference (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".

NOW, 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 receipt and sufficiency 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.

Through this document, 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.

This agreement may be executed in whole or in part. Each part of which shall be an original and all of which shall constitute one and the same instrument.

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, licenses, 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 provide Grantee in writing no sooner than ninety (90) days of said desire. Grantee will then work with Grantor with 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

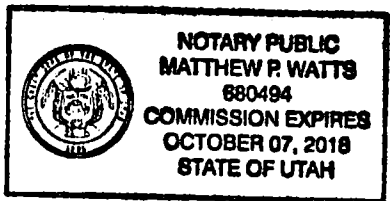
Grantor: Reed Boyd MURRAY  
Print name

Signature: Reed Boyd Murray  
Date: 08/13/2015

State of UTAH  
County of SALT LAKE : SS

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of AUGUST, 2015, by Reed Boyd Murray  
Matthew P. Watts  
Notary Public

[ seal ]



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

Vivint Inc.,

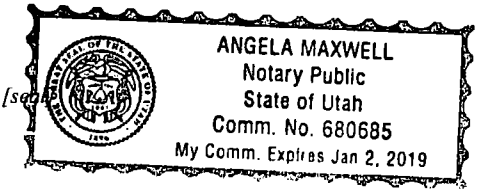
Grantee: Bret Westwood  
Print name

Signature: [Handwritten Signature]

Date: 15 August, 2015

State of Utah )  
                                  :ss  
County of Utah )

The forgoing instrument was acknowledged before me this 15 day of Aug, 2015, by Bret Westwood  
Angela Maxwell  
Notary Public



**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

(Tax Parcel ID #030680039)

- Property is Located in: Bountiful, Utah Davis County
- And more particularly described as follows:
- That particular portion of the property where the equipment is located With a legal description of:  
ALL OF LOT 39, KIRKHAVEN SUB PLAT C. CONT. 0.17 ACRES.

Situs Address: 84 S 350 W Bountiful, UT 84010