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EH 2880935 PG 1 OF 5  
LEANN H KILTS, WEBER COUNTY RECORDER  
27-SEP-17 2:34 PM FEE \$1.00 DEP TN  
REC FOR: WEBER COUNTY SHERIFF

MAIL TAX NOTICES TO GRANTEE(S) AT:  
Weber County  
2380 Washington Blvd. #360  
Ogden, UT 84401  
Tax ID No.: Affects Parcel 22-006-0030

9/19/2017

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT ("Agreement") is entered into and made this October 1, 2017 by Eden Heights, LLC ("Grantor"), and Weber County ("Grantee") sometimes referred to individually as "Party" and collectively as "Parties."

**RECITALS:**

A. Grantee currently operates and maintains a television station and other improvements related thereto ("Television Station Property") at the location shown on Exhibit A attached hereto and incorporated herein.

B. Grantee desires access, across Grantor's property described in Exhibit B and identified as parcel 22-006-0030 ("Grantor's Property"), to the Television Station Property for the purpose of ingress and egress relating to the operation and maintenance of the Television Station Property.

C. Grantor desires to grant such access in accordance with the terms of this Agreement.

**AGREEMENT:**

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Grantor and Grantee hereby agree and covenant as follows:

1. Agreement for Easement. Grantor does hereby grant to Grantee and Grantee's respective agents, employees, contractors and invitees (collectively "Grantee Parties"), subject to all of the terms and conditions of this Agreement, a non-exclusive Easement ("Access Easement") over and upon the roads/areas within Grantor's Property as designated by Grantor from time to time for the purpose of allowing ingress and egress to and from the Television Station Property. Grantee Parties shall use best efforts to cause their activities on the Access Easement and the Grantor's Property to not unreasonably interfere with Grantor's use of the Access Easement and/or the Grantor's Property or cause damage to the Access Easement and/or the Grantor's Property. Grantee agrees to indemnify and hold Grantor harmless with respect to any mechanics' or materialmen's lien, property damage, loss, cost or expense, including reasonable attorneys' fees in any way related to Grantee's (and/or the Grantee Parties) activities on the Access Easement and/or the Grantor's Property. Grantee shall not disturb the Access Easement and/or the Grantor's Property beyond what is reasonably necessary for ingress and egress to and from the Television Station Property.

2. Terms and Conditions Specific to the Access Easement. The Access Easement shall be subject to the following terms and conditions:

- (a) Grantee and the Grantee Parties shall have the right to use the Access Easement at all times required by Grantee, without any prior notice to Grantor, and Grantor shall not prevent Grantee or Grantee Parties from utilizing the Access Easement at any time; provided however, Grantor shall have the right to designate the location of the Access Easement and to change the location from time to time as may be necessary to meet the needs of Grantor's own development activities so long as such designation or relocation allows Grantee similar or improved use of the Access Easement for the purpose for which it is intended.
- (b) Grantor shall not allow any walls, fences, gates or barriers of any sort or kind to be constructed or erected on the Access Easement, or any portion thereof, which shall prevent or impair the use or the free access and movement on the Access Easement. Notwithstanding the prior sentence to the contrary, this section shall not prevent Grantor from constructing walls, fences, gates and/or barriers on the Access Easement provided the Grantee Parties are provided with a reasonable means (keys, codes, etc.) for use or the free access and movement on the Access Easement.
- (c) Grantee shall be responsible for the construction, grading and general maintenance of any portions of the Access Easement that are not commonly used by the Grantor as may be determined from time to time by the parties hereto. Grantee shall make timely repair of any damage caused by the Grantee Parties (other than ordinary wear and tear). Any improvements beyond basic maintenance that the Grantee wishes to make to the Access Easement must be approved by the Grantor in writing.
- (d) Grantee shall defend, indemnify and hold harmless Grantor, its successors and assigns, agents, affiliates, partners, or other entities controlling, controlled by or under common control with Grantor, from and against any claims or liabilities, including paying all reasonable costs, expenses and attorneys' fees incurred or paid by Grantor in connection with litigation arising from; (i) Grantee's and/or the Grantee Parties use or occupancy of the Access Easement, including those arising from accident, injury, or damage, however and by whomsoever caused (except to the extent of any claim arising out of Grantor's negligence or willful misconduct), (ii) the conduct of Grantee's business or anything else permitted by Grantee, (iii) from any negligent act or willful misconduct of Grantee and/or the Grantee Parties and/or (iv) a breach of this Agreement by Grantee and/or the Grantee Parties.
- (e) The Access Easement made by Grantor pursuant to this Agreement shall automatically expire (without the need to record any further documents) on the date on which Grantee ceases to operate and maintain improvements on the Television Station Property.
- (f) Grantee acknowledges and agrees that the Access Easement and rights granted

hereunder to Grantee are being granted without representation or warranty, express or implied, and that Grantee is taking this Agreement and the rights hereunder and the Access Easement and/or the Grantor's Property "AS-IS" "WHERE-IS" without representations and warranties of any kind or nature, express, implied or otherwise, including, but not limited to, any representation or warranty concerning the physical condition of the Access Easement and/or the Grantor's Property, the compliance of the Access Easement and/or the Grantor's Property with applicable laws and regulations (including, but not limited to, zoning and building codes or the status of development or use rights respecting the Access Easement and/or the Grantor's Property).

4. Assignment. All rights, title, and privileges herein granted shall run with the land and shall be binding upon and inure to the benefit of the parties, and their successors in interest. Subject to Grantee's rights granted in this Agreement, Grantor shall have the right, without Grantor's consent, to sell, convey, lease, or assign all or any portion of its interest in the Access Easement and/or the Grantor's Property, or to grant subleases, subeasements, co-easements, separate leases, easements, licenses or similar rights with respect to this Agreement and/or the Access Easement and/or the Grantor's Property.

5. General. This Agreement shall be governed by the laws of the State of Utah, and shall not be amended or modified unless by an instrument in writing executed by Grantor and Grantee, or their successors or permitted assigns, and shall be enforceable, at law or by injunctive relief, the remedy at law being inadequate, without the necessity of posting any bond or other security. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement constitutes the entire agreement between Grantor and Grantee respecting the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions of the parties pertaining to the subject matter hereof, whether oral or written. This Agreement may not be modified or amended except in writing signed by both parties. In any legal action relating to this Agreement, the prevailing party shall be entitled to receive, from the other party, all costs and expenses of such action (including reasonable out of pocket attorneys' fees and disbursements). The parties represent and warrant that they have had no dealings with any real estate brokers or agents, or finders, in connection with the negotiation of this Agreement. Each party shall indemnify, defend and hold harmless, the other party from all claims, liabilities, losses, damages, costs or expenses (including, without limitation, attorneys' fees) for any other broker's commission or finder's fee asserted as a result of such party's act or omission in connection with this transaction.

6. Severability. If any clause, sentence, or any other portion of this Agreement becomes illegal, null, or void for any reason, or are held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect. In lieu of such illegal, null, or void provision, the Parties shall use commercially reasonable efforts to negotiate in good faith a substitute legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

7. Notice. Any notice, demand, consent, approval, request, or other communication or document to be provided hereunder to a party hereto shall be in writing and shall be given to such party and its counsel at the addresses or facsimile numbers set forth below or such other address or facsimile number as such party may hereafter specify for that purpose by notice to the other party. Each such notice, request, or communication shall, for all purposes, be deemed given and received: (a) if given by facsimile, when such facsimile is transmitted to the facsimile number specified above during normal business hours

(i.e., 8:00 a.m. to 5:00 p.m. Mountain time) and confirmation of complete receipt is received during normal business hours (e.g., if a facsimile confirmation is received at 7:00 P.M. Mountain time, such facsimile shall be deemed to have been delivered at 8:00 A.M. the following business day); (b) if hand delivered against receipted copy, when the copy thereof is receipted; (c) if given by a recognized overnight delivery service, the day on which such notice, request, or other communication is actually received, or if on a weekend or nationally recognized holiday, the following business day; or (d) or if given by certified mail, return receipt requested, postage prepaid, two (2) business days after it is posted with the United States Postal Service, to the addresses specified below.

Grantee's address for notices shall be as follows:

Weber County Civil Attorney  
2380 Washington Blvd., Suite 230  
Ogden, UT 84401

Grantor's address for notices shall be as follows:

Eden Heights, LLC  
C/o GY Rainbow Holdings, LLC  
6385 S. Rainbow Blvd., Suite 120  
Las Vegas, Nevada 89118  
Fax: 702-446-5376

and

George L. Ralphs, Chtd.  
2300 West Sahara Avenue,  
Suite 550,  
Las Vegas, Nevada. 89102  
Fax: (702) 870-1398

8. Waiver of Jury Trial. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, THE PARTIES EACH WAIVE ALL RIGHTS TO TRIAL BY JURY IF LITIGATION ARISES IN CONNECTION WITH THIS AGREEMENT.

IN WITNESS WHEREOF the undersigned have executed this Agreement the day and year first above written.

[Signatures on Following Page]

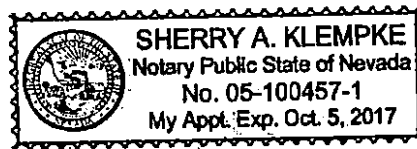
GRANTOR: Eden Heights, LLC  
By: GY Property Holdings, LLC  
Its: Manager

By: [Signature]  
Name: Benny Yamagata, Title: Manager

State of ~~Utah~~ Nevada )  
  :SS  
County of Clark )

On this 11<sup>th</sup> day of Sept, 2017, personally appeared before me Benny Yamagata in his capacity as an authorized agent of and for the Grantor, Eden Heights, LLC, who duly acknowledged to me that he executed this instrument on behalf of Grantor.

[Signature]  
Notary Public



GRANTEE: Weber County

By: [Signature]  
Name: James Ebert ; Title: Weber County Commission Chair

State of Utah )  
  :SS  
County of Weber )

On this 11 day of Sept., 2017, personally appeared before me James Ebert as the Commissioner of Weber County, a body politic of the State of Utah, who duly acknowledged to me that he executed this instrument on behalf of Grantee.

[Signature]  
Notary Public

