

WHEN RECORDED RETURN TO:

2852646
BK 6218 PG 1187

Vivint Wireless
4931 North 300 West
Provo, Utah 84604
Attention: Wireless Contracts

E 2852646 B 6218 P 1187-1189
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/06/2015 03:49 PM
FEE \$14.00 Pgs: 3
DEP RT REC'D FOR VIVINT WIRELESS

Tax Parcel ID # 063220218 ✓

Declaration of Easement And Right-Of-Way Agreement

THIS DECLARATION AND GRANT OF NON-EXCLUSIVE EASEMENT AND RIGHT-OF-WAY AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by and between the undersigned Jayson J. Nielsen, having a mailing address of 2289 S. 2040 W. Woods Cross 84087 ("Grantor") and Vivint Wireless, Inc., a corporation, having a mailing address 4931 North 300 West, Provo, Utah 84604 ("Grantee").

NOW, Therefore valuable consideration and the mutual benefit to be derived here from and for other good and valuable consideration, the receipt and sufficiency of which are 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, (the "Premises") to construct, install, add, relocate, replace, repair, operate, and maintain Wireless Internet transmission, reception and distribution of facilities and equipment (the "Facilities"). This Lease shall run with the land and may be duly recorded by Grantee in accordance with local and state property laws. 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.

Term. The Term of this Agreement shall be in perpetuity from the Term Commencement Date. (Term Commencement Date shall be the later of dates on this agreement.)

Consideration. Grantee shall provide to Grantor at NO cost; One (1) Free Wireless Internet service account with speeds up to 50Mbps, One (1) Free install of equipment, and One (1) Free router.

Permitted Uses. Grantee may use the Premises for the transmission and reception of wireless communications signals; along with the right to connect to the electricity and/or power supply from Grantor. Grantor agrees to pay for all costs of such electricity or power used by the Facilities.

Access to Premises. Grantor hereby grants to Grantee a non-exclusive easement and right-of-way for ingress and egress to the designated area of the Lease to install, construct, add, maintain or repair the components necessary for Grantee's Network services; You hereby represent, warrant, and equivocate that you are authorized to grant access to the premises and/or supply evidence of such right to grant.

Interference. Grantor and Grantor's Grantees, 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, any other equipment, frequencies, and/or other interferences to said Facilities.

Non-Disclosure. Grantor agrees to Confidentiality 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.

Removal. If Grantor 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 for an appropriate solution. Grantee may for any reason and at any time remove the Facilities from the Property.

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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

Grantor: Jayson Nielsen
Print name

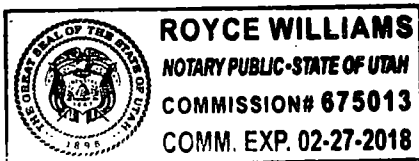
Signature: [Signature]
Date: 12/3/14

State of Utah)
County of Davis :ss

The forgoing instrument was acknowledged before me this 3 day of December, 2014, by Royce Williams

[Signature]
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: Stephen R Bos Print name

Signature: [Handwritten Signature]

Date: 12/3/14

State of Utah)
County of Utah) :SS

The forgoing instrument was acknowledged before me this 3 day of December, 2014, by Kam Howard.

[Handwritten Signature]
Notary Public

[seal]

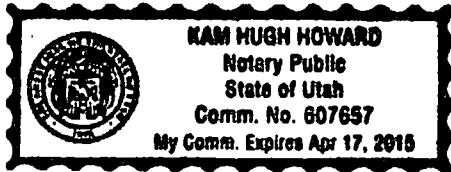


EXHIBIT A

LEGAL DESCRIPTION OF THE
PROPERTY (*Tax Parcel ID #063220218*)

- Property is Located in: Woods Cross, 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 218, VALENTINE ESTATES COTTAGE HOMES PHASE 2 PRUD. CONT. 0.09000 ACRES.

Situs Address: 2289 S 2040 WEST WOODS CROSS 84087