

# WEBER COUNTY CONTRACT SUMMARY AND CONTROL SHEET

CONTRACT NO. \_\_\_\_\_

County Attorney & Comptroller Sections must have appropriate approvals BEFORE submitting Contract for the agenda.

Important! Fill out ENTIRE "Originating Department" area below BEFORE submitting contract to commission for agenda

ORIGINATING DEPARTMENT			
CONTRACTOR/VENDOR: <u>Tear A Part, LLC (Chris Mantas &amp; Pete J. Mantas)</u>			
Address: <u>3380 South 500 West, Salt Lake City, UT 84115</u>			
Phone: <u>(801) 557-8280</u>		Contact Person: <u>Chris Mantas</u>	
W-9 Attached <input type="checkbox"/> N/A <input checked="" type="checkbox"/>			
CONTRACT TITLE: <u>Agreement for the Exchange of Real Properties</u>			
PURPOSE-be <u>Specific</u> : <u>Weber County is in the process of purchasing 11.5 acres of property west of the Sheriff's Complex at approximately 763 West 12th Street. Once purchased this property will be traded to Tear A Part, LLC for a similar parcel on the east side of the Sheriff's Complex which better suits the County's needs.</u>			
# OF ORIGINALS ENCLOSED* (at least 2: *1/entity): <u>3</u> ALL ATTACHMENTS INCLUDED: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
TERM: EFFECTIVE DATE: <u>4 February 2014</u>		TERMINATION DATE: <u>N/A</u>	
TOTAL AMOUNT: \$ <u>Exchange of property + \$50,000 to Weber County</u> AMOUNT PER YEAR \$ <u>N/A</u>			
ORIGINATING DEPT. # + NAME: <u>4158 Operations Admin</u>		COMMISSION PRESENTER + PHONE #: <u>L. NatePierce x3850</u>	
BID NUMBER: <u>N/A</u>	ACCOUNT NAME: <u>N/A</u> <input checked="" type="checkbox"/>	ACCOUNT #: <u>N/A</u>	TYPE OF CONTRACT: <u>Real Estate Trade</u>
SPECIAL INSTRUCTIONS/COMMENTS: <u>Needs to be on 4 February 2014 County Commission agenda.</u>			
COUNTY ATTORNEY APPROVAL			
COUNTY ATTORNEY: <u>[Signature]</u>		DATE RECEIVED: <u>1/20/14</u>	DATE APPROVED: <u>1/30/14</u>
APPROVAL AS TO <input checked="" type="checkbox"/> FORM <input checked="" type="checkbox"/> LEGAL SUFFICIENCY <u>?</u>		REVISIONS NECESSARY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
COMMISSION ACTION NECESSARY <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		OTHER: <u>Need To Verify Financial Source</u> <input checked="" type="checkbox"/>	
COMPTROLLER APPROVAL			
COMPTROLLER: <u>[Signature]</u>		DATE RECEIVED: <u>1/30/14</u>	DATE APPROVED: <u>1/30/14</u>
UNENCUMBERED BALANCE AVAILABLE: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		OTHER: <u>Exchange of properties doesn't require county funds (except for closing costs). Financing source for our initial purchase of Crowther property will be Gen. fund fund balance but may be later reimbursed with bond proceeds.</u>	
SPECIAL INSTRUCTIONS/COMMENTS: <u>Return two fully executed contracts and deeds to L. Nate Pierce for recording and distribution to purchaser of the property.</u> <u>Page 3 says lease between LLC + Duggins is 18 months, but copy of lease agreement says only 180 days?</u>			
COUNTY COMMISSION APPROVAL			
COMMISSION APPROVAL:		DATE CONTRACT APPROVED:	
VOTING RECORD: Zogmaister _____ Dearden _____ Gibson _____			
WHEN COMPLETED RETURN TO CLERK/AUDITOR'S OFFICE FOR FILING			
COMMENTS:			

Copy of executed contract sent to originating dept./contractor on \_\_\_\_\_

**AGREEMENT FOR THE EXCHANGE  
OF REAL PROPERTIES**

This agreement entered into on the date of \_\_\_\_\_ day of January 2014, by and between, **Weber County Corporation**, hereinafter referred to as “**County**” and **Tear A Part, LLC**, a **Limited Liability Company**, hereinafter referred to as “**LLC**”, for the purposes of defining the terms, conditions and stipulations of the future exchange of real property owned or to be owned by the undersigned.

Whereas, “**County**” has acquired or is about to acquire the fee simple interest in and to real property which is located in **Weber County, State of Utah** which is more particularly described on **Exhibit “A”** which by reference is made a part, and

Whereas, “**LLC**” has acquired or is about to acquire the fee simple interest in and to real property which is located in **Weber County, State of Utah** which is more particularly described on **Exhibit “B”** which by reference is made a part, and

Whereas, “**County**” and “**LLC**” desire to exchange the respective properties described herein to each other, according to the terms, conditions and stipulations expressed herein.

Therefore, “**County**” and “**LLC**” agree to and stipulate to the following terms and conditions:

1. “**County**” will convey the fee simple title to the real property described on **Exhibit “A”** to “**LLC**”, free and clear of lien or encumbrance, subject only to general property taxes for year 2014, easements, restrictions and rights of way of record.
2. “**LLC**” will convey the fee simple title to the real property described on **Exhibit “B”** to “**County**”, free and clear of lien or encumbrance, subject only to general property taxes for year 2014, easements, restrictions and rights of way of record.
3. In addition to the values assigned to the real properties and as additional consideration for the Exchange of Real Properties, the “**LLC**” will pay to “**County**”, at the time of the Exchange of Real Properties, cash in the amount of **Fifty thousand dollars, (\$50,000.00)**
4. “**County**” and “**LLC**” shall have 3 business days from acceptance of this agreement to provide the “**Disclosures**” to each other. In the event that there are any objections to the “**Disclosures**” the objections must be submitted to the other party, in writing, within 4 days of the receipt of the “**Disclosures**”. In the event that no objections have been filed with 4 days of receipt it is understood and agreed that the “**Disclosures**” are acceptable.
5. “**Disclosures**” for the purposes of this agreement are as follows:
  - (a) Receipt of Commitment for Title Insurance.
  - (b) Copy of any lease, rental and property management agreements which effect the property and which have not expired.
  - (c) Written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations.
  - (d) Written notice of any agreements pertaining to exchange properties with “**County**” and “**LLC**” and previous owners which shall survive closing.

The Exchange of the Real Properties is predicated upon the following terms and conditions:

1. **The Exchange of Real Properties will occur only at such time that each party has acquired the fee simple title to the respective properties and is able to, without restriction to execute a good and sufficient Warranty Deed which would convey the fee simple title from each respective property to the other.**
2. **The acquisition of the Real Properties which are the subject of this Exchange of Real Property shall occur on or before February 14, 2014.**
3. **Each party will pay ½ of the Settlement Fees and Costs required to complete the Exchange of Real Properties, including but not limited to Settlement Fees, Document Preparation Fees and Wire Fees itemized and outlined on a Settlement Statement prepared by Mountain View Title & Escrow, Inc.**
4. **Each party will pay the respective real estate brokerage fees, due and earned, by the Real Estate Broker and Agents specific to the real property being conveyed. This fee will be paid at settlement.**
5. **“County” will pay for and provide to “LLC” a standard owners policy of title insurance in the face amount of the value of the real property described on Exhibit “A”. The premium for said policy will be paid to Mountain View Title & Escrow, Inc. as the issuing agent for First American Title Insurance Company.**
6. **“LLC” will pay for and provide to “County” a standard owners policy of title insurance in the face amount of the value of the real property described on Exhibit “B” plus \$50,000.00. The premium for said policy will be paid to Mountain View title & Escrow, Inc. as the issuing agent for First American Title Insurance Company.**

The parties executing this agreement do hereby agree, stipulate, acknowledge and warrant that they have the full and complete authority to enter into this agreement. The parties have had the opportunity to review the documents individually or by their attorney or tax accountant. The undersigned state and warrant that this agreement or stipulation was not entered into by duress, either expressed or implied. The undersigned state, stipulate and warrant the following:

1. **They are the owners of the real property or have entered into agreements which when completed will vest title to the respective real properties described on Exhibits “A” and “B”.**
2. **Parties are legal entities or citizens of the United States of America.**
3. **The real properties described herein have not been pledged, leased or secured under any security instrument which remains unrecorded by the undersigned.**
4. **There is no pending litigation, civil action, condemnation proceeding or any other legal action ongoing which would prohibit the exchange of the real properties according to the terms and conditions expressed herein.**
5. **Each party is in compliance with all local and state regulations which pertain to the subject properties, including the acquisition of any permits or licenses required**

In the event that any stipulation, warrant, acknowledgement or representation made by either party should not be fulfilled or completed in its entirety, it is understood that the offended party shall be entitled to reimbursement of any fees or costs expended by the offended party to perfect this agreement, the original agreement and any supporting documents to both agreements. It is understood that the exchange of real properties may have existing conditions which survive the exchange of the properties described herein. The real property described on Exhibit "B" which is being conveyed from the "LLC" to the "County" is subject to the following:

- a. Lorna D. Huggins, Christa L. Huggins and Chad P. Huggins, hereinafter referred to as Huggins, jointly and severally have the right, power and authority to have total and unrestricted access to the home and buildings located on the subject property and the North end portion of the subject property in order to crop and feed animals for a period of 18 months from the date in which the deed from Huggins as Grantor to "LLC" as Grantee is recorded. A lease agreement will be entered into by and between Huggins and "LLC" for the 18 month period which defines the terms of the Lease, a copy of which is attached hereto and which will be assigned by the "LLC" to "County".
- b. Huggins will donate a bench and a tree in honor of the Huggins Family and the Fallen Officer of Huggins choice. The location of such will be determined by Huggins, "LLC" and the "County."

The undersigned have reviewed this agreement and have duly executed the same. The undersigned understand and agree that the execution of the final documents, including but not limited to settlement statements, escrow instructions and deeds will done in accordance with the terms expressed herein.

**WEBER COUNTY CORPORATION**

BY: \_\_\_\_\_  
Name  
Its

**TEAR A PART, LLC, A LIMITED  
LIABILITY COMPANY**

BY: \_\_\_\_\_  
Chris Mantas  
Manager

BY: \_\_\_\_\_  
Pete J. Mantas  
Manager

**EXHIBIT "A"**

**REAL PROPERTY OWNED OR TO BE OWNED BY  
WEBER COUNTY CORPORATION  
TO BE EXCHANGED TO LLC**

Exhibit "A"

PARCEL 1: 12-100-0001

PART OF THE WEST 1/2 OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION; RUNNING THENCE NORTH 1062.4 FEET TO CENTER OF STREET; THENCE WEST 190.2 FEET; THENCE SOUTH 1138.3 FEET; THENCE EAST 190.2 FEET; THENCE NORTH 75.9 FEET, MORE OR LESS, TO BEGINNING.

PARCEL 2: 12-102-0006

PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 75.9 FEET SOUTH OF THE NORTHEAST CORNER OF SAID QUARTER SECTION; RUNNING THENCE WEST 190.2 FEET; THENCE SOUTH 2D45' EAST 274.94 FEET; THENCE SOUTH 79D30' EAST 169.62 FEET, MORE OR LESS, TO QUARTER SECTION LINE; THENCE NORTH TO BEGINNING.

PARCEL 3: 12-101-0051

PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U S SURVEY; BEGINNING AT A POINT 2 CHAINS EAST OF THE NORTHWEST CORNER OF SAID QUARTER SECTION, RUNNING THENCE EAST 30 FEET; THENCE SOUTH 01D15'59" EAST 490 FEET; THENCE NORTH 62D WEST TO A SLOUGH, THENCE NORTHEASTERLY ALONG A SLOUGH TO THE POINT OF BEGINNING.

PARCEL 4: 12-098-0022

PART OF THE EAST 1/2 OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 75.9 FEET SOUTH FROM THE SOUTHWEST CORNER OF NORTHEAST QUARTER OF SAID SECTION 19; RUNNING THENCE SOUTH 370 FEET, MORE OR LESS, TO A SLOUGH; THENCE SOUTH 79D30' EAST 40.26 FEET; THENCE NORTHEASTERLY ALONG SLOUGH TO QUARTER SECTION LINE; THENCE EAST 30 FEET; THENCE NORTH 01D15'59" WEST 227 FEET; THENCE NORTH 44D11'54" WEST 81.82 FEET; THENCE SOUTH 362 FEET; THENCE WEST 96.8 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 5: 12-098-0023

PART OF THE EAST 1/2 OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 75.9 FEET SOUTH OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; RUNNING THENCE EAST 96.8 FEET; THENCE NORTH 362 FEET, THENCE NORTH 44D11'54" WEST 137.00 FEET; THENCE NORTH 01D06'20" EAST 627.22 FEET TO THE SOUTH RIGHT OF WAY LINE OF 12TH STREET; THENCE WEST TO WEST QUARTER SECTION LINE, THENCE SOUTH ALONG SAID SECTION LINE 1088.3 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH GRANT EASEMENT #1833364 2216-806, A PARCEL OF LAND BEING A PART OF AN ENTIRE TRACT OF LAND, SITUATED IN SECTION 19, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, IN WEBER COUNTY, IN THE STATE OF UTAH, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS, HAVING A BASIS OF BEARING USING THE STATE PLANE COORDINATE SYSTEM AS MAINTAINED BY THE WEBER COUNTY

SURVEYOR OF SOUTH 01D32'37" WEST BETWEEN THE MONUMENTED WEST QUARTER CORNER AND THE WITNESSED SOUTHWEST CORNER OF SAID SECTION 19, SAID WEST QUARTER CORNER HAVING WEBER COUNTY NAD1927 STATE PLANE COORDINATES OF X=1861056.303 AND Y=331311.612, BEGINNING AT A POINT IN THE SOUTH RIGHT OF WAY LINE OF 12TH STREET AS REFERENCED ON U D O T DRAWINGS OF PROJECT NO S-0568 (9) SHEET 4, SAID POINT BEING LOCATED BY SURVEY 40.00 FEET SOUTH 01D16'38" WEST TO SAID RIGHT OF WAY LINE AND 31.26 FEET SOUTH 88D43'30" EAST FROM THE OGDEN CITY MONUMENT AT APPROXIMATELY 760 WEST 12TH STREET, SAID OGDEN CITY MONUMENT BEING LOCATED AT U D O T STATION 18+01.10 AS REFERENCED ON DRAWINGS OF PROJECT NUMBER NT-9999 (37) SHEET 13, SAID MONUMENTED IS ALSO LOCATED 1473.13 FEET NORTH 40D22'06" WEST TO THE EXISTING MONUMENT AT THE INTERSECTION OF 12TH STREET & 1200 WEST STREET WHICH IS IDENTIFIED ON U D O T DRAWING OF PROJECT NUMBER NT-9999 (37) SHEET 13 AS BEING STATION 54+66.2 WEBER COUNTY MONUMENT, AND 3665.00 FEET SOUTH 88D41'21" EAST TO THE ABOVE STATED OGDEN CITY MONUMENT FROM THE WEST QUARTER CORNER OF SAID SECTION 19, RUNNING THENCE SOUTH 88D43'30" EAST 32.72 FEET ALONG SAID RIGHT OF WAY LINE, THENCE SOUTH 01D06'20" WEST 686.41 FEET, THENCE NORTH 44D11'54" WEST 84.41 FEET, THENCE NORTH 01D06'20" EAST 627.22 FEET TO THE SOUTH LINE OF 12<sup>TH</sup> STREET, THENCE SOUTH 88D43'30" EAST 27.28 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

**EXHIBIT "B"**  
**REAL PROPERTY OWNED OR TO BE OWNED BY**  
**LLC**  
**TO BE EXCHANGED TO COUNTY**

**EXHIBIT "B"**

**PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1081 FEET NORTH AND SOUTH 89D27' EAST 123.1 FEET FROM THE SOUTHWEST CORNER OF SAID QUARTER SECTION, AND RUNNING THENCE SOUTH 89D27' EAST IN THE CENTER OF THE STREET 541.2 FEET, THENCE SOUTH 159.7 FEET, THENCE SOUTH 18D28' EAST 864.6 FEET, THENCE SOUTH 66D45' WEST 202.8 FEET, THENCE NORTH 89D30' WEST 186.12 FEET, THENCE NORTH 7D00' WEST 508.2 FEET, THENCE NORTH 34D15' WEST 395 FEET, THENCE NORTH 89D03'15" WEST 75.92 FEET, THENCE NORTH 0D56'45" EAST 170 FEET TO SOUTH LINE OF TWELFTH STREET, THENCE WEST 44 FEET, THENCE NORTH 34D15' WEST TO BEGINNING**

Serial Number: 12-098-0021





## LEASE AGREEMENT

This **AGREEMENT** (hereinafter the "Agreement") entered into this the **day of February 2014** by and between **Tear A Part, LLC, a Utah Limited Liability Company**, (hereinafter "Lessor") and **Lorna D. Huggins, Christa L. Huggins and Chad P. Huggins**, (hereinafter individually and collectively "Lessee").

### **SECTION 1. LEASE OF REAL PROPERTY.**

- 1.1 LEASE.** Lessor hereby demises and leases to Lessee and Lessee hereby takes and rents from Lessor that certain real property located in **Weber County, State of Utah**, being more particularly described as **Weber County, State of Utah, Tax Parcel Number 12-098-0021**, together with any improvements now situated thereon, and subject to any and all easements, rights, licenses and appurtenances used in connection therewith or belonging thereto (hereinafter the "Property").
- 1.2 TERM.** This lease shall commence on **the date that the Warranty Deed, executed by the "Lessee" as Grantor conveys the fee simple title to the subject property to the "Lessor" as Grantee and continuing thereafter for a maximum period of 180 days.** This agreement may be extended only upon the mutual agreement, expressed in writing, by and between Lessor and Lessee, their successors and assigns.
- 1.3 RENT.** The Lessee will be responsible to:
- a. Maintain the subject property for the term of this lease in a manner which the property was previously maintained or as within reason, instructed by Lessor.**
  - b. Pay any and all utilities which service the subject property.**
  - c. Maintain insurance on the subject property naming the "LLC" as the loss payee in an amount to be determined.**
- Fulfillment of these conditions shall be deemed to have paid the rent due under this Lease.**
- 1.4 DEPOSIT.** There is not security deposit required.
- 1.5 USE OF PREMISES.** The Property and improvements thereon are hereby leased for the use of the **Lessee as the primary dwelling of the Lessee.** During the term of this Lease the Lessee agrees not to use or permit the use of the Property for illegal purposes, including but not limited to storage of hazardous materials, the production and sale of illegal substances.
- 1.6 INSURANCE.** Lessee understands that it is the obligation and responsibility of the same to pay for a tenant policy of insurance during the term of this lease and to convert or obtain a homeowners policy of insurance after the purchase of the subject property.

Lessor shall contact its insurance agent and notify them of this lease and adjust its policy accordingly.

- 1.7 **UTILITIES.** Lessee will pay any and all utilities which service the subject property.
- 1.8 **MAINTENANCE/UPKEEP.** Lessee shall be responsible to the maintenance, repair and general upkeep of the subject property.
- 1.9 **NUISANCES.** Lessee shall promptly comply with all ordinances of any governmental body applicable for said premises and to all ordinances and requirements enforced by the state board of health, and applicable sanitary, fire or police departments for the correction, prevention and abatement of nuisances in and about or connected with the Property because of Lessee's use during the term of this Agreement, all at Lessee's expense. Lessee shall provide for the removal of its own trash, waste paper, boxes and cartons and shall not permit any accumulation of such materials. Lessee shall not engage in any act which shall constitute a nuisance.
- 1.10 **SUBLETTING.** Lessee will **not** have the right to sub let the subject property without the express written consent of the Lessor.

## **SECTION 2. DEFAULT.**

If either party defaults in compliance with any term, covenant, representation or warranty on their part herein contained, the non-defaulting party shall give the defaulting party **Ten, (10), days** written notice to cure the default. If the defaulting party, prior to the expiration date of the notice, has neither cured the default nor given the non-defaulting party adequate security for the remedy thereof, then the non-defaulting party may, at its option, terminate this Agreement and take any other such action available in law or equity and as the non-defaulting party deems appropriate to remedy or compensate it for the defaulting party's breach or default.

## **SECTION 3. RELATIONSHIP OF PARTIES.**

It is understood and agreed that the relationship of the parties hereto is strictly that of Lessor and Lessee.

## **SECTION 4. AGREEMENT BINDING ON ASSIGNS.**

All covenants, conditions and agreements and undertakings contained in this Agreement shall extend to and be binding on the respective heirs, successors and assigns of the respective parties hereto the same as if they were in every case named and expressed.

## SECTION 5. ATTORNEY'S FEES.

It is further understood and agreed by and between the parties to this agreement that, on account of breach or default by either party of any of their obligations hereunder, it shall become necessary for the other party to employ and/or consult with an attorney to give advice, or to enforce or demand any of either party's rights or remedies hereunder, then, and in any such event, the defaulting or breaching party shall pay all attorney fees, court costs and other expenses occasioned by such default(s) or breach(es).

## SECTION 6. NOTICES.

Until further written notice all advisories to be sent to Lessee shall be sent to:

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Until further written notice all advisories to be sent to Lessor, including rent payments shall be sent to:

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**Notice shall be in the form of mail delivered by the United States Postal Service, overnight courier or personal delivery. Notices sent in regards to a default of the terms and conditions of this agreement or Notice of Intent to Purchase the subject property must be sent by a means which requires the acknowledgement of the party to which notice is given.**

## SECTION 7. CONDEMNATION

In the event that as a result of any legal proceeding that condemns the subject property or any part thereof which makes the subject property unsuitable for occupancy the terms and conditions of this agreement shall terminate. Termination of this agreement shall be without prejudice to the rights of any party to this agreement to recover compensation from the condemning authority for loss or damage caused by the condemnation which may be suffered by Lessor, Lessee, Guarantor or as the Seller or Purchaser.

## SECTION 8. ENTIRE AGREEMENT.

This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any other manner other than by agreement in writing signed by all parties hereto or their respective successors in interest.

## SECTION 9. PARTIAL INVALIDITY.

If any section, paragraph, sentence or portion of this Agreement or the application thereof to any party or circumstance shall, to any extent, be or become invalid or illegal, such provision is and shall be null and void, but, to the extent that said null and void provisions do not materially change the overall agreement and intent of this entire agreement, the remainder of this

Agreement shall not be affected thereby and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

**SECTION 10. GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Parties to this agreement have had the opportunity to review this document with their respective attorney or agent. The parties agree to the contents of this agreement and have executed this agreement under no duress, expressed or implied.

**Tear A Part, LLC, a  
Limited Liability Company**

by \_\_\_\_\_  
**Chris Mantas—Manager**

by \_\_\_\_\_  
**Pete J. Mantas--Manager**  
Lessor

\_\_\_\_\_  
**Lorna D. Huggins**

\_\_\_\_\_  
**Christa L. Huggins**

\_\_\_\_\_  
**Chad P. Huggins**  
Lessee