WHEN RECORDED, MAIL TO:

KARI JIMENEZ
IVINS CITY RECORDER
55 NORTH MAIN
IVINS, UT 84738

APN: I-CFR-1-31

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT is made and entered into the _____ day of December, 2017, by and between IVINS CITY, a municipal corporation of the State of Utah ("Licensor") and MICHAEL A. & KAREN K. RODRIGUEZ (collectively referred to as "Licensee"). Residing at 379 Chuckwalla Land, Ivins City, Utah, Parcel No. I-CFR-1-31 (the "Property").

RECITALS

WHEREAS, Licensee is the owner of the Property designated as Lot 31 on the Final Plat for Cliffrose Estates Phase 1 recorded in the Washington County Recorder's office; and

WHEREAS, Licensor is the owner of a certain parcel of real property directly adjacent to the northwest lot line of Licensee's Property that is designated as a portion of "dedicated public open space" on the recorded Final Plat for Cliffrose Estates Phase 1 ("Licensor's Property"); a copy of the relevant portion of said Final Plat is attached hereto as Exhibit "A" and the portion to which this License Agreement applies is highlighted thereon; and

WHEREAS, Licensee has requested a revocable license to use Licensor's Property as part of Licensee's side yard area in exchange for maintaining same at Licensee's sole expense; and

WHEREAS, Licensor has agreed to grant such a license in accordance with the terms and conditions of this Revocable License Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, Licensor hereby grants the revocable license described herein to Licensee subject at all times to the covenants, terms and conditions contained herein.

AGREEMENT

1. Revocable License to Use Licensor's Property. Licensor hereby grants to Licensee a revocable license to use, and to pour a concrete pad thereon, that portion of Licensor's Property so designated on Exhibit "A" and more particularly described as Exhibit "B" attached hereto and by this reference incorporated herein.

2. Term of License. The license granted by this Revocable License Agreement shall terminate upon: (a) Licensee giving notice that it no longer desires to use the Licensed Property; (b) Licensor, at its sole discretion, decides to revoke the license by providing Licensee with sixty (60) days written notice of revocation; or (c) Licensee's breach of any provision of this Revocable License Agreement.

3. Liens. Licensee shall not suffer or permit to be enforced against the Licensed Property, or any part thereof, any mechanics', materialmen's, contractors' or subcontractors' liens or any claim for damage arising from any work, construction, excavation, survey, tests, grading, repair, restoration, replacement or improvement, or any other work performed by Licensee or its representatives; Licensee shall pay or cause to be paid all of said liens, claims or demands before any action is brought to enforce the same against the Licensed Property. Licensee expressly agrees to indemnify, defend and hold harmless Licensor and the Licensed Property free from all liability for any and all such liens, claims and demands, together with reasonable attorneys' fees and all costs and expenses incurred in connection therewith.

4. Licensor not Liable. Licensee shall indemnify, defend with counsel of Licensor's choice, and hold Licensor and its employees, officers, divisions, partners, agents, successors and assigns (collectively the "Indemnitees") harmless from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees, (collectively the "Claims") arising from or relating to (a) any use of the Licensed Property by Licensee or its guests, agents, successors or assigns, (b) any act or omission of Licensee or its guests, agents, successors or assigns, (c) any bodily injury, property damage, accident, fire or other casualty to or involving Licensee or its guests, agents, successors or assigns and its or their property on the Licensed Property and adjacent areas, (d) any violation or alleged violation by Licensee or its guests, agents, successors or assigns of any law or regulation now or hereafter enacted, (e) the failure of Licensee or its guests, agents, successors or assigns to maintain the Licensed Property in a safe condition, including but not limited to any wall or fence enclosing the Licensed Property, (f) any loss or theft whatsoever of any property or anything placed or stored by Licensee or its guests, agents, successors or assigns on or about the Licensed Property, (g) any breach by Licensee or its successors or assigns of its obligations under this Revocable License Agreement, and (h) any enforcement of Licensor of any provision of this Revocable License Agreement and any cost of removing Licensee from the Licensed Property or restoring the same as provided herein; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by the gross negligence or willful misconduct of the Indemnitees. Licensee, as a material part of the consideration of this Revocable License Agreement, waives all claims or demands against Licensor and the other Indemnitees for any such loss, damage or injury of Licensee or Licensee's property.

5. Insurance. Throughout the duration of this Revocable License Agreement, Licensee, its successors and assigns, shall maintain adequate insurance to cover all risk of loss, damage, injury, accident, liability, claim, cost or expense of any kind or character to any person or

property, including but not limited to Licensee, its guests, agents, successors, assigns, or third parties, arising from or in any way related to items (a) through (h) set forth in paragraph 6 above.

4. Termination and Remedies. Licensee acknowledges that this Revocable License Agreement merely grants a license to use the Licensed Property, which license can be revoked by Licensor upon sixty (60) days written notice of revocation and that Licensee has no rights as an owner, purchaser or tenant in the Licensed Property by virtue hereof. Upon termination of this Revocable License Agreement, Licensee shall promptly vacate the Licensed Property and Licensor may take exclusive possession of the Licensed Property and remove all persons, things or improvements therefrom, without legal process to the maximum extent permitted by law, or by such legal process as Licensor may deem appropriate. All remedies provided herein or by law or equity shall be cumulative and not exclusive. No termination or expiration of this Revocable License Agreement shall relieve Licensee of its obligations to perform those acts required to be performed either prior to or after its termination.

5. Attorneys' Fees. In the event that this Revocable License Agreement or any provision hereof shall be enforced by an attorney employed or retained by Licensor, whether by suit or otherwise, the fees and costs of such attorney shall be paid by Licensee.

6. Assignability. This Revocable License Agreement shall be recorded in the Washington County Recorder's office and shall "run with the land" and be binding against all successor or assigns of the parties hereto, including all successors in interest to Licensee's Property.

7. Notices. All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or within three (3) days of depositing same in the United States mail, by registered or certified mail, addressed as follows:

If to Licensor:

Ivins City Attorney
55 North Main Street
Ivins, Utah 84738

If to Licensee:

Michael & Karen Rodriguez
379 S Chuckwalla Lane
Ivins, Utah 84738

8. Miscellaneous. This instrument constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Revocable License Agreement shall be binding unless in writing and executed by the parties hereto. No waiver of any of the provisions of this Revocable License Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. This Revocable License Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Utah. The headings of this Revocable License Agreement

are for purposes of reference only and shall not limit or define the meaning of the provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Revocable License Agreement the day and year first above written.

LICENSOR:

LICENSEE:

Chris Hart, Ivins City Mayor

Michael A. Rodriguez

Karen K. Rodriguez

Attest:

Kari Jimenez, Ivins City Recorder

STATE OF UTAH)
ss.
County of Washington)

On this ___ day of December, 2017, before me personally appeared CHRIS HART and KARI JIMENEZ whose identities are personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that they are respectively the Mayor and Recorder of **Ivins City**, and that the foregoing document was signed by them by authority, and they acknowledged before me that Ivins City executed the document and the document was the act of Ivins City for its stated purpose.

Notary Public

STATE OF UTAH)
ss.
County of Washington)

On the ___ day of December, 2017, personally appeared before me MICHAEL & KAREN RODRIGUEZ, personally known to or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are signed on the foregoing document and who acknowledged before me that he/she/they executed the document for its stated purpose.

_____
Notary Public

ROSENBERG ASSOCIATES™
CIVIL ENGINEERS LAND SURVEYORS

Exhibit "A"

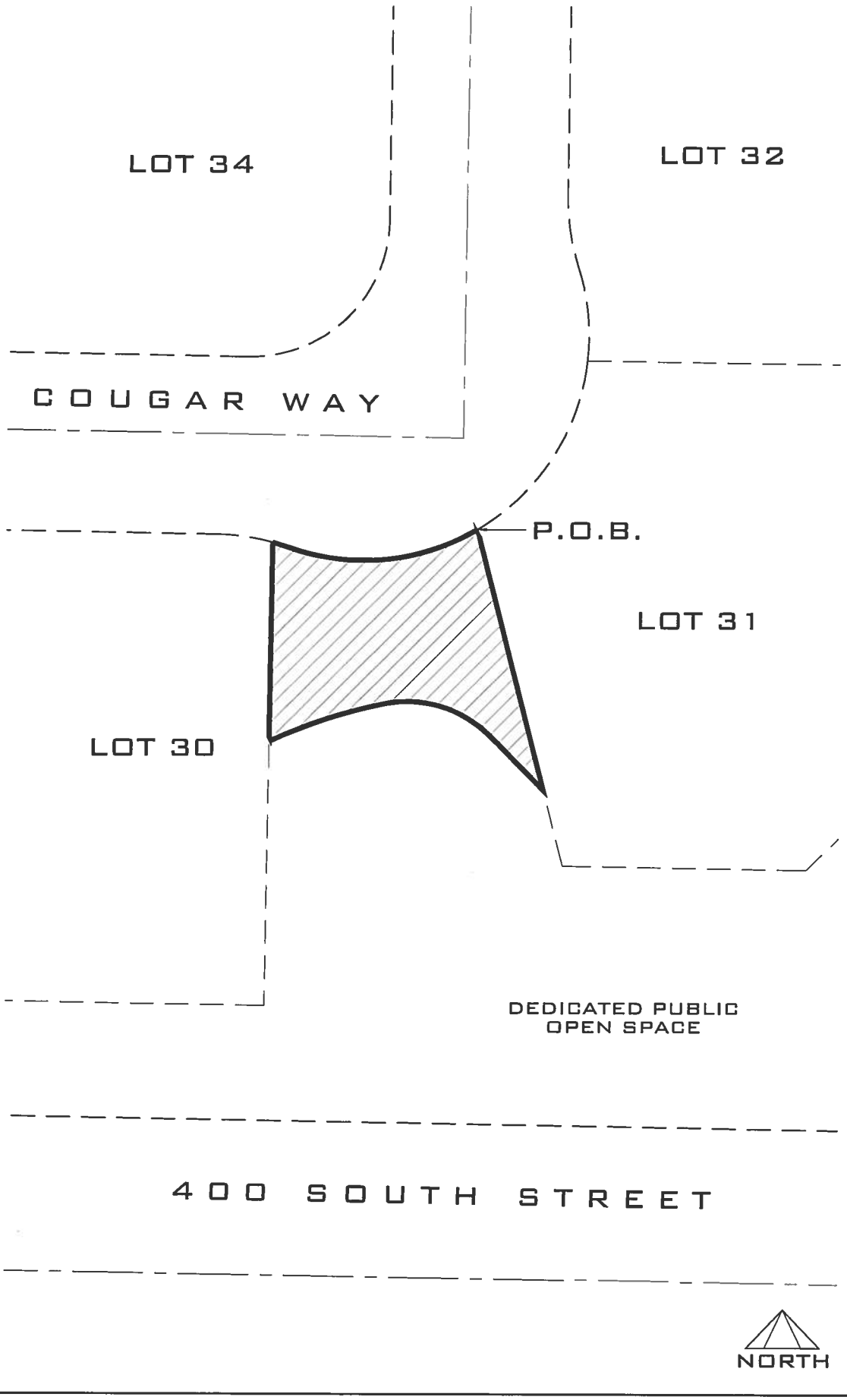
Beginning at the westerly corner of Lot 31, Cliffrose Subdivision as recorded on file as Entry No. 20140036046 at the Washington County, Utah Recorder's Office, and running;

thence South 14°20'16" East 57.38 feet along the westerly line of said Lot 31;
thence North 44°43'23" West 16.07 feet;
thence Westerly 24.87 feet along an arc of a 25.03 foot radius curve to the left (center bears South 45°16'37" West, long chord bears North 73°11'29" West 23.86 feet with a central angle of 56°56'12");
thence Westerly 25.92 feet along an arc of a 113.69 foot radius curve to the left (center bears South 11°39'35" East, long chord bears South 71°48'36" West 25.86 feet with a central angle of 13°03'38") to the easterly line of Lot 30, said Cliffrose Subdivision;
thence North 00°53'08" East 42.49 feet along said easterly line to the northeast corner of said Lot 30, said point being on the southerly line of Cougar Way;
thence easterly the following (2) courses along said southerly line of Cougar Way;
thence Easterly 3.73 feet along an arc of a 50.00 foot radius curve to the right (center bears South 15°02'57" West, long chord bears South 72°48'50" East 3.73 feet with a central angle of 04°16'27");
thence Easterly 41.79 feet along an arc of a 48.00 foot radius curve to the left (center bears North 19°19'24" East, long chord bears North 84°22'54" East 40.48 feet with a central angle of 49°52'59") to the Point of Beginning.

Containing 1,823 square feet or 0.04 acres.



August 22, 2017



DATE:	8/22/2017
JOB NO.:	1033-17
DRAWN BY:	B.E.A.
DESIGNED BY:	B.E.A.
SCALE:	1"=30'
DWG:	SURVEY-BASE

REVISIONS DATE

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS

352 East Riverside Drive, Suite A-2 St. George, Utah 84790
Ph (435) 673-8586
Fx (435) 673-8397
www.racivil.com

"B" EXHIBIT MAP

SHEET 1 OF 1 SHEETS