REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT is made and entered into the 23rd day of February, 2018, by and between IVINS CITY, a municipal corporation of the State of Utah ("Licensor") and CLIFF & LEANN GUSTIN (collectively referred to as "Licensee").

RECITALS

WHEREAS, Licensee is the owner of a certain parcel of real property designated as Lot 21 on the Final Plat for Tenaya Sands Subdivision Phase 2 as recorded in the Washington County Recorder's office ("Licensee's Property"); and

WHEREAS, Licensor is the owner of real property directly adjacent to and north of the rear lot line of Licensee's Property as shown on Exhibit "A" attached hereto and by this reference incorporated herein ("Licensor's Property"); and

WHEREAS, Licensee, and his neighbors directly to the east and west, have requested revocable licenses to use that portion of Licensor's Property that directly abuts their property to the north as part of their rear yard area in exchange for enclosing and maintaining same at their sole risk and 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, the Parties hereto agree as follows:

AGREEMENT

1. Revocable License to Use Licensor's Property. Licensor hereby grants to Licensee a revocable license to use, and to enclose with a block wall at Licensee's sole expense, the portion of Licensor's Property described and shown in Exhibit "B" attached hereto.

2. Maintenance of Licensed Property. Licensee agrees that the installation, or replacement of a block wall to enclose the Licensed Premises shall be done at Licensee's sole expense. \Licensee agrees to be solely responsible for the maintenance and repair of the Licensed Property, including all maintenance and repair of the block wall to be constructed by Licensee to enclose the Licensed Property, as well as any landscaping or other improvements placed on the Licensed Property by Licensee. Licensee shall also place ½ minus "rebel red" landscape rock in the buffer area of Licensor's property between the new wall and the sidewalk along 200 North Street.

3. 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 revoking the license by providing Licensee with sixty (60) days written notice of revocation; or (c) Licensee breaching any provision of this Revocable License Agreement.

4. 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.

5. Licensor not Liable. Licensee hereby expressly assumes all risk associated with the use of the Licensed Property. 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 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.

6. 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, fire or other casualty, 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 5 above.

7. 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.

8. Assignability. This Revocable License Agreement 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.

9. 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 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:

Dale Coulam, City Manager

IVINS CITY Corporate Seal WASHINGTON COUNTY

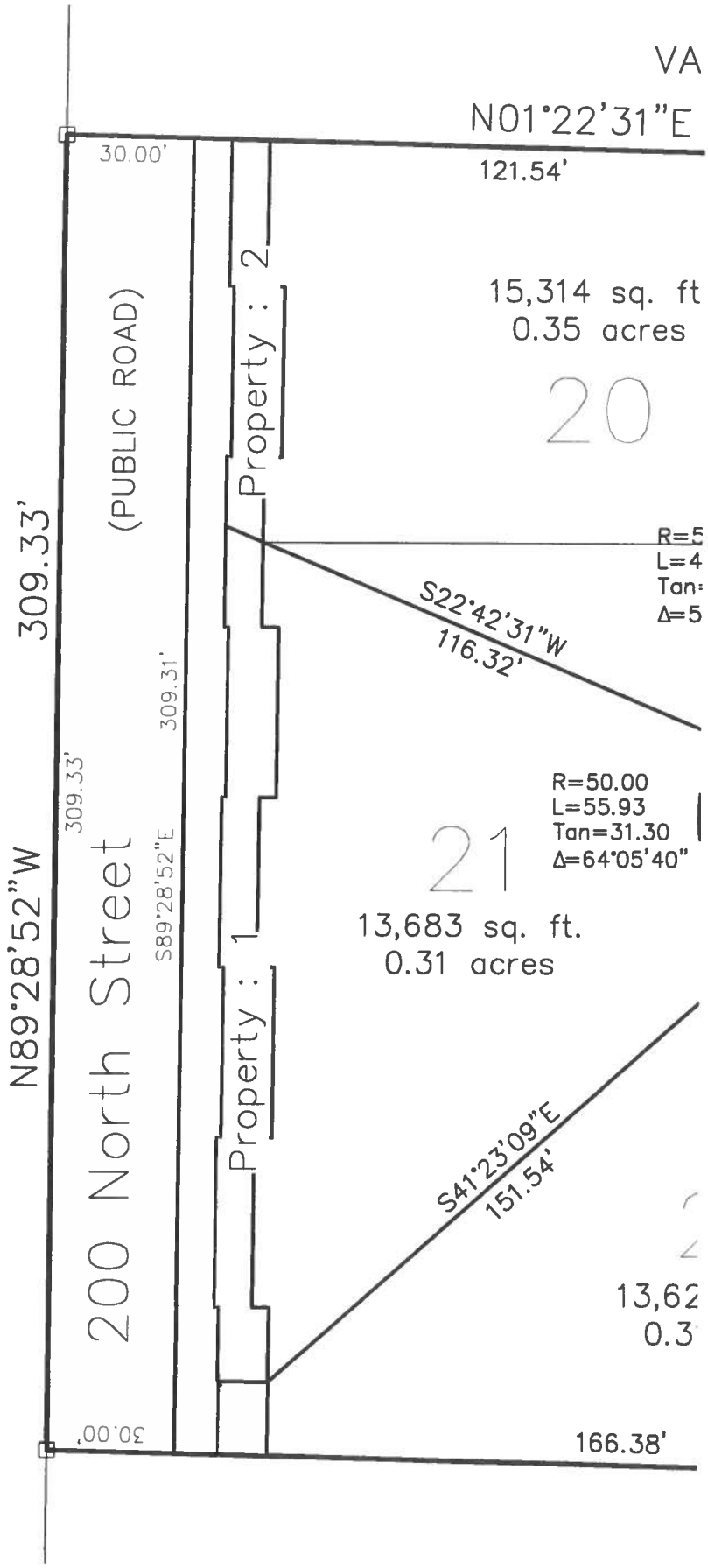
Attest:

Kari Jimenez, City Recorder

LICENSEE:

Cliff Gustin

Leann Gustin



EXHIBIT

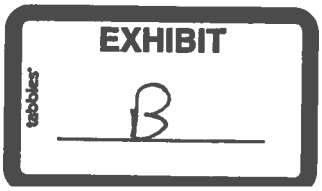
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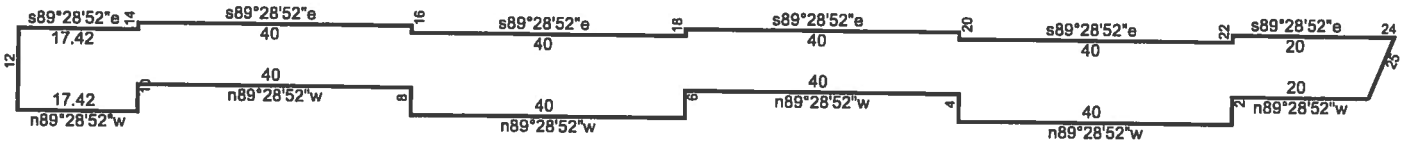
A

PARCEL 1
(TENAYA SANDS PHASE 2 – LOT 21)

BEGINNING AT A POINT N89°24'17"W 731.43. FEET ALONG THE TOWNSHIP LINE AND NORTH 1,282.24 FEET FROM THE NORTH 1/4 CORNER OF SECTION 6 (BRASS CAP IN IRON RING AND LID), TOWNSHIP 41 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°28'52" WEST 20.00 FEET; THENCE SOUTH 00°31'08" WEST 4.00 FEET; THENCE NORTH 89°28'52" WEST 40.00 FEET; THENCE NORTH 00°31'08" EAST 4.00 FEET; THENCE NORTH 89°28'52" WEST 40.00 FEET; THENCE SOUTH 00°31'08" WEST 4.00 FEET; THENCE NORTH 89°28'52" WEST 40.00 FEET; THENCE NORTH 00°31'08" EAST 4.00 FEET; THENCE NORTH 89°28'52" WEST 40.00 FEET; THENCE SOUTH 00°31'08" WEST 4.00 FEET; THENCE NORTH 89°28'52" WEST 17.42 FEET; THENCE NORTH 00°31'08" EAST 12.00 FEET; THENCE SOUTH 89°28'52" EAST 17.42 FEET; THENCE NORTH 00°31'08" EAST 1.00 FEET; THENCE SOUTH 89°28'52" EAST 40.00 FEET; THENCE SOUTH 00°31'08" WEST 1.00 FEET; THENCE SOUTH 89°28'52" EAST 40.00 FEET; THENCE NORTH 00°31'08" EAST 1.00 FEET; THENCE SOUTH 89°28'52" EAST 40.00 FEET; THENCE SOUTH 00°31'08" WEST 1.00 FEET; THENCE SOUTH 89°28'52" EAST 40.00 FEET; THENCE NORTH 00°31'08" EAST 1.00 FEET; THENCE SOUTH 89°28'52" EAST 20.00 FEET; THENCE SOUTH 89°28'52" EAST 3.67 FEET; THENCE SOUTH 22°42'31" WEST 9.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 2085.60 SQUARE FEET OR 0.048 ACRES.





2/7/2018

Scale: 1 inch= 25 feet | File:

Tract 1: 0.0479 Acres (2086 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/442429), Perimeter=445 ft.

01 n89.2852w 20
02 s00.3108w 4
03 n89.2852w 40
04 n00.3108e 4
05 n89.2852w 40
06 s00.3108w 4
07 n89.2852w 40
08 n00.3108e 4
09 n89.2852w 40
10 s00.3108w 4
11 n89.2852w 17.42
12 n00.3108e 12
13 s89.2852e 17.42
14 n00.3108e 1
15 s89.2852e 40
16 s00.3108w 1
17 s89.2852e 40
18 n00.3108e 1
19 s89.2852e 40
20 s00.3108w 1
21 s89.2852e 40
22 n00.3108e 1
23 s89.2852e 20
24 s89.2852e 3.67
25 s22.4231w 9.72

EXHIBIT
B