

4-3

AGREEMENT GRANTING LICENSE FOR USE OF STRIP OF LAND

This Agreement Granting License for Use of Strip of Land is entered this 25th day of March 2013 by and between SUSAN T. MILLER ("MILLER"), and Derek Troy Smith and Erica Marie Forsman-Smith ("SMITH"). MILLER and SMITH are hereafter collectively referred to as "parties" and either may be individually referred to as "party," all as governed by the context in which such words are used.

RECITALS

WHEREAS, MILLER is the fee owner of a certain parcel of land known as lots 1079 and 1080, Highland Park, Plat "A", and more commonly known as 2528 Dearborn Street Salt lake City 84106 ("MILLER PROPERTY"); 16-21-305-028

WHEREAS, SMITH is the fee owner of a certain parcel of land known as lots 1077 and 1078, Highland Park, Plat "A", and more commonly known as 2524 Dearborn Street Salt lake City 84106 ("SMITH PROPERTY"); 16-21-305-027

WHEREAS, SMITH has in the recent past placed a fence and gate which extends on the MILLER PROPERTY;

WHEREAS, SMITH previous fence and gate has not been on the MILLER PROPERTY for a period of twenty (20) or more years;

WHEREAS, in order to protect the integrity of the true property line SMITH has requested that MILLER agree to grant SMITH a license to use said strip of the MILLER PROPERTY;

WHEREAS, MILLER wants to maintain good neighborly relations; and

WHEREAS, SMITH understands that this grant of license is by permission only, and at the good will and sole discretion of MILLER;

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Subject Property. The property subject to this License consists of that strip of land to the North of the garage on the MILLER PROPERTY ("Subject Property").
2. License to Use the License Property. MILLER hereby grants SMITH a license (the "License Property") with respect to the Northern 2 feet 8 inches of the "Subject Property. The License shall be for ingress, egress and construction access as may be reasonably necessary for the construction, maintenance and/or inspection of the fence and gate, as they currently exist, as recently installed by SMITH. The use of the License Property shall be solely for the placement of the fence and gate necessary to enclose the SMITH PROPERTY. As this License is granted by permission only, it is at the sole discretion and good-will of MILLER and may be terminated arbitrarily.

11609035
04/01/2013 11:49 AM \$19.00
Book - 10123 Pg - 826-829
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ERICA FORSMAN
3161 CANYON RIM LANE
SLC UT 84109
BY: DOD, DEPUTY - 01 4 P.

3. Memorandum of License may be Recorded. This License may be recorded. SMITH may record it, and shall pay the cost of recording it.
4. License Limited to Expressed Terms. This License is to be narrowly construed. This License does not grant any further rights or privileges, and is limited to the permission as expressed herein. The License does not permit SMITH to install any additional structures on the MILLER PROPERTY or the right to use any other portion of the MILLER PROPERTY.
5. Use Not Exclusive; No Warranties. The License shall be non-exclusive, and shall be subject to all existing MILLER structures. MILLER makes no representations or warranties regarding her right or ability to grant the License. SMITH has conducted its own investigation and is relying on its own information and conclusions with respect to the right or ability of MILLER to grant the License.
6. Construction, Maintenance and Use on the License Property. SMITH shall cause all construction, maintenance, reconstruction, rehabilitation or other work affecting the License Property (collectively the "Work") to be performed in strict conformity with city ordinances and reasonable design plans and in accordance with the following general terms and conditions:
 - 6.1. Performance of the Work. In the prosecution of the Work, SMITH shall comply with all applicable state and local laws, regulations and enactments. SMITH shall use only such methods as are consistent with safety, whether relative to Smith and SMITH's agents, the property and personnel of MILLER or the public in general. If any failure by SMITH to comply with any laws, regulations and enactments shall result in a fine, penalty, cost or other charge being assessed, imposed or charged against MILLER, SMITH shall assume responsibility for and, if necessary, reimburse MILLER for any such fine, penalty, cost or charge including, without limitation, attorneys' fees, court costs and expenses. SMITH further agrees in the event of any such action, upon written notice thereof being provided by MILLER, to defend such action free of cost, charge or expense to MILLER.
 - 6.2. SMITH to Bear all Risk Relative to the Work. SMITH shall bear any and all costs and expenses associated with or resulting from Work performed under this License including, without limitation, the costs of all labor to be performed and materials to be furnished. SMITH shall assume liability for all costs and damages resulting from Work performed within the Licensed Property. All Work performed by SMITH or its agents shall be performed in a manner reasonably satisfactory to MILLER or its authorized representatives.
 - 6.3. Observation of Work. MILLER shall have the right, but not the obligation, to observe any and all Work performed in or materially affecting the Licensed Property pursuant to this License to ensure that such work is performed in accordance with the requirements set forth herein.
 - 6.4. Required Utility Investigations. Various utilities may exist on, over and under the surface of the License. SMITH shall properly investigate and determine the location of all such utilities. In addition to the required investigation, SMITH shall have all utilities within the Licensed Property "blue-staked" according to state law and clearly marked prior to any Work. SMITH, at its sole expense, shall make arrangements for the protection of all utilities and shall commence no excavation in the Licensed

Property until all such protection has been accomplished.

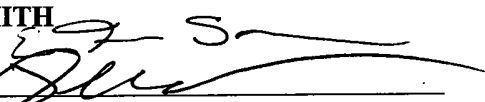
7. Claims and Liens for Labor and Materials; Taxes. SMITH shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Licensed Property or the MILLER PROPERTY for any work done or materials furnished thereon at the instance or request or on behalf of SMITH. If any liens are perfected against the Licensed Property, SMITH shall take any actions necessary to remove the lien.
8. Restoration of the License Property. Upon completion of the term of this License, SMITH or SMITH heirs, or assigns shall restore all soils, landscaping, fencing or other improvements on the Licensed Property impacted as the result of the work performed by SMITH under this License.
9. Indemnification. As consideration for this License, SMITH agrees to protect, defend, release, indemnify and hold harmless MILLER, and any affiliates, successors, contractors, officers, directors, agents and employees of MILLER, from and against any and all losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs proximately caused by: (a) any Work performed by SMITH or its agents on the License Property; (b) any negligence or alleged negligence of SMITH (or any agents of the SMITH) with respect to the construction, maintenance or operation of the fence and gate; or (c) SMITH's breach of any provision of this License.
10. Entire License. This License, together with any exhibits and other agreements specifically referred to herein, contains the entire and integrated agreement of the parties hereto regarding the subject matter hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
11. Severability. This License is executed by the parties under current interpretation of any and all applicable federal, state, county, municipal, or other local statutes, ordinances, or laws. Furthermore, each and every separate division hereof shall have independent and severable status from each other division, or combination thereof, for the determination of legality, so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, invalid or unenforceable for any reason, that separate division shall be treated as a nullity but such holding or determination shall have no effect upon the validity or enforceability of each and every other division, or other combination thereof.
12. Choice of Law; Venue; Attorney's Fees. This License shall be governed by the laws of the State of Utah. Any litigation arising from this License or the transactions contemplated hereby shall be submitted to a court of competent jurisdiction in Salt Lake County, Utah. In the event of a default under this License, the defaulting party shall pay all costs and expenses (including attorneys' fees) of the non-defaulting party in enforcing the non-defaulting party's rights and remedies.
13. Counterparts. This License may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this License may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of

this License or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed in duplicate as of the day and year first herein written.


SMITH

By:


Derek Troy Smith
Erica Marie Forsman-Smith

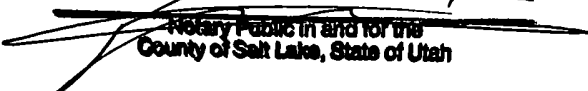
MILLER

By:


Susan T. Miller

4838-0518-7859, v. 1

Subscribed and sworn to before me this
25th day of March 2013


Notary Public in and for this
County of Salt Lake, State of Utah

