

When Recorded, Return to:  
Corporation of the Presiding Bishop of  
The Church of Jesus Christ of Latter-day Saints  
Attn: Closing Department  
50 East North Temple, 12<sup>th</sup> Floor  
Salt Lake City, UT 84150

13046187  
8/6/2019 2:29:00 PM \$40.00  
Book - 10813 Pg - 850-856  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
KIRTON & MCCONKIE  
BY: eCASH, DEPUTY - EF 7 P.

APN: 22354340060000 \_\_\_\_\_

**LICENSE AGREEMENT**

**CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole ("Licensor"), and Jeffrey C. and Karen E. Conley ("Licensee"), hereby make the following agreement (the "License" or "Agreement" herein) this 10<sup>th</sup> day of May, 2019 (the "Commencement Date"). Licensor and Licensee shall hereinafter be referred to individually as a "Party," and collectively as the "Parties."

**WHEREFORE**, Licensor owns certain property adjacent to Licensee's Property (defined below) as described and depicted on Exhibit A ("Licensor's Property");

**WHEREFORE**, Licensee owns certain property located on Austrian Way as described and depicted on Exhibit A ("Licensee's Property");

**WHEREFORE**, Licensee has used, and desires to use, a small portion of Licensor's Property immediately adjacent to Licensee's Property as depicted on Exhibit A (the "License Property") in an effort to control potential fire hazards, and not in an effort to seize the property; and

**WHEREFORE**, Licensor desires to accommodate Licensee and is willing to do so on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, the Parties promise and agree as follows:

**1. BASIC PROVISIONS:**

(a)	Licensor's Contact Information	LDS Church Special Projects Department Attn: Special Projects Real Estate 50 East North Temple, 10th Floor Salt Lake City UT 84150-6320
(b)	Licensee's Contact Information	Jeffrey C. & Karen E. Conley 8318 S. Austrian Way

		Cottonwood Heights, UT 84121
(c)	Term of License	Commencing on the Commencement Date and terminating on the Termination Date.
(d)	Commencement Date	See above.
(e)	Termination Date	The earlier to occur of (i) the transfer of Licensor's Property, or (ii) Licensor's development of Licensor's Property. <u>Notwithstanding the foregoing, either Party may terminate this Agreement for any reason or no reason at all upon ninety (90) days prior written notice of termination to the other Party.</u>
(f)	Permitted Use	For the uses currently being exercised by Licensee on the License Property, except that Licensee shall not be permitted to add any additional improvements or landscaping to the License Property.

To the extent that the provisions of this section are inconsistent or conflict with any of the other provisions in this License, the provisions of this section shall control and the License is hereby modified accordingly.

2. **GRANT OF LICENSE:** Licensor hereby grants to Licensee a revocable license to occupy and use, subject to all of the terms and conditions of this Agreement, the License Property for the Term. Notwithstanding the foregoing, Licensor will set boundary markers clearly showing the property line between Licensor's Property and Licensee's Property. Upon the termination of this Agreement, Licensor, at its sole cost and expense, shall have the right to install a fence along the boundary line between Licensor's Property and Licensee's Property.

3. **LIMITATION TO DESCRIBED PURPOSE:** Except as otherwise expressly provided herein, Licensee and its guests, visitors, and other invitees shall be permitted to use the License Property for the Permitted Use, and for no other purpose.

4. **MAINTENANCE AND REPAIR:** Licensee, at its sole cost and expense, shall be responsible for maintaining and repairing the License Property during the Term. Licensor shall otherwise manage and maintain Licensor's Property at its sole cost and expense.

5. **AS-IS/INDEMNITY:** Licensee accepts the License Property in its "as-is," "where-is" condition, with all faults, and agrees that its use of the License Property shall be done at Licensee's sole risk and hazard. Licensee covenants and agrees that it shall at all times defend, indemnify, save and hold harmless Licensor from and against any and all claims, liabilities, losses, damages, expenses and charges arising out of, or in any way connected with, this Agreement or the use of the License Property by Licensee, its guests, visitors and/or other invitees. Licensee further agrees to restore any damage to Licensor's Property arising out of, or in any way connected with, this Agreement, or the use of the License Property by Licensee, its guest, visitors and/or other invitees. This Section 5 shall survive the expiration of this Agreement.

6. **GOVERNING LAW:** It is agreed by and between the Parties that this

Agreement shall be governed by, construed, and enforced by the laws of the State of Utah, without regard to the principles of conflict of laws.

7. **ENTIRE AGREEMENT:** This Agreement shall constitute the entire Agreement between the Parties relating to the subject matter hereof, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.

8. **MODIFICATION OF AGREEMENT:** Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.

9. **NOTICES:** The Parties agree that a notice given to a Party under this Agreement shall be effective only when (1) the notice is expressed in written form and (2) the notice is communicated to a Party either in person or at the address established by this Agreement. Notice may be sent by personal delivery to that Party, by transmission of a facsimile or email, overnight courier, or by United States mail to that Party via certified or registered mail, postage prepaid. Notice given personally will be effective upon receipt. Notice given by United States mail will be effective three days after deposit in the mail.

10. **COVENANTS TO RUN WITH THE LAND:** The license hereunder shall constitute covenants running with the land and shall be binding upon the parties hereto, its/their successors, and assigns.

*[Signatures and notary acknowledgements to follow.]*

IN WITNESS WHEREOF, each Party to this Agreement has caused it to be executed on the date indicated below to take effect upon signature by all Parties.

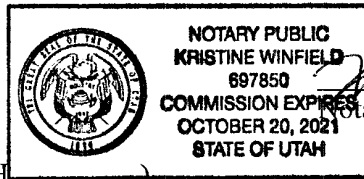
LICENSEE:

By: [Signature]

By: Karen E. Conley

STATE OF UTAH )  
:SS  
COUNTY OF Salt Lake )

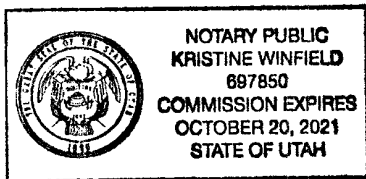
On this 10<sup>th</sup> day of May, 2019, personally appeared before me Jeffrey C Conley, known or satisfactorily proved to me to be the person who signed the foregoing instrument.



[Signature]  
Notary Public

STATE OF UTAH )  
:SS  
COUNTY OF Salt Lake )

On this 10<sup>th</sup> day of May, 2019, personally appeared before me Karen E Conley, known or satisfactorily proved to me to be the person who signed the foregoing instrument.



[Signature]  
Notary Public

LICENSOR:

CORPORATION OF THE PRESIDING BISHOP OF  
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

By: *Craig E. Weidmer*  
Its: Authorized Agent

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

On this 17<sup>th</sup> day of May, 2019, personally appeared before me Craig E. Weidmer, known or satisfactorily proved to me to be an Authorized Agent of Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for said corporation.

*Amy M. Schaber*  
Notary Public



**Exhibit A**

**Licensors Property:**

PARCEL 3:

Beginning at a point on the Southwest Corner of the TREE FARMS ESTATES PLAT "A" subdivision and being the Southwest Corner of Lot 6, TREE FARMS ESTATES PLAT "A", said point also being South 0°10'38" West 1324.51 feet and West 1228.49 feet from the East Quarter Corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running;

thence West 250.29 feet along the Easterly Right-of-Way of Danish Road;

thence North 33°13'28" West 113.00 feet along said Right-of-Way;

thence North 28°16'41" West 714.21 feet along said Right-of-Way;

thence East 393.67 feet to the Northwest Corner of the TREE FARMS ESTATES PLAT "A" subdivision;

thence South 27°19'00" East 449.18 feet along the West line of said subdivision;

thence Southerly 105.04 feet along the arc of a 275.00 feet radius curve to the right (center bears South 62°40'58" West and the chord bears South 16°22'30" East 104.40 feet with a central angle of 21°53'04") along said line;

thence South 05°26'00" East 225.26 feet along said line to the point of beginning.

Contains 262,323 square feet or 6.022 acres.

APN:22354020040000

**Licensee Property:**

LOT 12, TREE FARM ESTATES PLAT A.

APN: 22354340060000

