

## LICENSE/USE AGREEMENT

For valuable consideration, receipt of which is hereby acknowledged, The Oak Springs Condominium Association ("the Association"), hereby grants and conveys to Susanne Maitzen ("Maitzen"), and her successors, heirs, and assigns, a non-exclusive License to keep, maintain, replace, and repair landscaping located on a limited portion of Association common area property. Association and Maitzen may be referred to herein collectively as the "Parties" or individually as a "Party."

### RECITALS

- A. The Association is a Utah nonprofit corporation governing a condominium subdivision in Salt Lake County, as more fully described in the "Amended Enabling Declaration for Oak Springs of Condominium Association" and as depicted on the Oak Springs Condominium Project Phase No 1 Plat recorded with the Salt Lake County Recorder.
- B. Maitzen is the record owner of Unit 7 within the plat as described on Exhibit A hereto ("Benefitted Property"). Maitzen and one or more of their agents have caused concrete pavers and other landscaping features, including fencing, herbs, geraniums, petunias, vegetables, water wise irrigation and heads, and landscaped garden beds ("Landscaping Features") to be constructed or installed on property depicted on the Plat that is part of the project's common area property. A physical depiction of the area where the Landscaping Features are located is included in Exhibit B ("License Property"). The park strip between the sidewalk and roadway depicted on Exhibit B is not identified as Common Area on the Plat and therefore no license or easement from the HOA is necessary. However, for the purpose of completeness this area is depicted to show modifications done to save water, simplify maintenance and beautify the area.
- C. The Association desires to grant Maitzen and her successors and assigns, a non-exclusive License onto the License Property for the purposes provided herein.
- D. The Parties desire to further define the rights and obligations of each Party, and to establish an agreement for the maintenance and upkeep of the improvements located within the License Property.

### LICENSE AGREEMENT

In consideration of the foregoing, and the mutual covenants of the Parties contained in this Grant of License ("License "), The Association and Maitzen agree as follows:

1. **Grant of License.** Subject to the rights and restrictions set forth in this License, The Association hereby grants and conveys to Maitzen a non-exclusive License over, upon, and across a limited portion of The Association's common area property, the boundaries of which License Area are depicted on Exhibit B. The scope of the License is limited to access across, over, and upon the License Property for:
  - a. the non-exclusive use of the property for non-commercial recreational purposes;
  - b. the maintenance, repair, and replacement of the Landscaping Features within the License Property, as such Landscaping Features and modifications thereto have been approved in writing by the Association;
  - c. the reclamation of the License Property to its condition prior to the construction and installation of the Landscaping Features if Maitzen desires to eliminate the Landscaping Features and terminate Maitzen's (or their successors or assigns) obligations under this License, if such reclamation is approved in writing by The Association;
  - d. the granting of this License shall not be construed to allocate any ownership interest in the License Property to Maitzen except as described and set forth herein.

The License is granted by The Association as a benefit and right of Maitzen in her capacity as owner of the Benefitted Property. The License is granted for the right, benefit, and use of Maitzen, her successors, heirs, assigns, owners, guests, and beneficiaries under any deeds of trust, subject to the provisions of this License.

2. **Compensation and Payment Terms.** The mutual exchange of benefits described herein is consideration for the granting of this License. By signing this License, Maitzen consents and agrees that The Association may record a lien against the Benefitted Property for any amount that becomes due and payable under this License. This right to lien the Benefitted Property shall run with the land and be binding on all successors in interest. In the conveyance of the Benefitted Property, the grantee shall be jointly and severally liable with Maitzen for any unpaid balance owed pursuant to this License. If Maitzen becomes delinquent on the required payment, interest may accrue on the total unpaid balance at the rate of twelve percent (12%) per annum. In addition to the lien rights provided herein, The Association may bring an action to recover a money judgment against Maitzen or any of their successors or assigns for any delinquent balance without waiving the lien rights described above.
3. **Additional Improvements.** Except as approved in writing by The Association, Maitzen (or their successors or assigns) shall not add to or change the improvements within the License beyond those improvements that are currently planned or

completed. Those Landscaping Features that are currently planned or completed are the installation of:

- a. fencing
- b. herbs, geraniums, petunias, vegetables
- c. paver pathway;
- d. water-wise irrigation and heads;
- e. landscaped garden beds

4. **Maintenance, Repair, and Replacement.** Maitzen (or their successors or assigns) shall have the right and obligation to maintain, repair, and replace the Landscaping Features within the License Property as shown on Exhibit B. The Landscaping Features shall be kept in good condition and repair and in accordance with all applicable laws, ordinances, rules, regulations, covenants, conditions and restrictions, and governmental requirements. Any property, improvements, or landscaping in or around the License Property that is damaged, disturbed, or otherwise harmed in the execution of Maitzen's duties under this section shall be restored and repaired by Maitzen (or their successors or assigns) to the condition it was prior to the disturbance.
5. **Ongoing HOA Maintenance for Unaffected Items:** All maintenance tasks related to sprinkler systems within the License Property, as well as routine upkeep of common areas that have not undergone any alterations, are to be included in the regular maintenance responsibilities of the Homeowners Association (HOA). The parties understand and agree that 5 pop-up heads were removed from the grass area and continuation of the existing line was maintained. The flower bed that had pop-up heads was converted to a drip/mist system via a pressure-lowering filter that only affects the line in the flower bed, but maintains regular pressure for the rest of the line travelling to the side and back yards.
6. **Gas line Repair Responsibility:** In the event of any repairs required for the gas line located underneath the pavers within the License Property, Maitzen (or their successors or assigns) shall bear the responsibility for covering any additional costs incurred due to the presence of pavers as opposed to grass. This includes, but is not limited to, expenses related to excavation, restoration, and any necessary adjustments to the pavers to facilitate repair works. Maitzen agrees to promptly address and rectify any such issues in compliance with applicable laws and regulations, ensuring the safe and efficient operation of the gas line.
7. **Cost Allocation.** Maitzen (or their successors or assigns) shall be responsible for covering all maintenance, repair, and, replacement costs of the Landscaping Features and for the restoration of any damaged or altered improvements or

landscaping caused by the installation, maintenance, repair, or replacement of the Landscaping Features.

8. **Right to Repair.** The Association shall have the power and authority to maintain and repair the Landscaping Features if Maitzen (or their successors or assigns) fails to maintain and repair them according to the maintenance standards set forth by The Association. The Association may only begin maintenance if Maitzen fails to maintain the area to the level that the other common areas in the COA are maintained. All such maintenance or repair costs incurred by The Association may be charged to Maitzen (or their successors or assigns). As security for the performance of the maintenance obligations required under this License, the Parties hereby agree that The Association may lien the Benefitted Property in the amount of any costs incurred under this section that are not paid within sixty (60) days of written demand to the Maitzen (or their successors or assigns) for the payment thereof.
9. **Risk Allocation.** Maitzen (or their successors or assigns) shall defend, indemnify, and hold The Association harmless from any and all injury or damages arising out of or relating to the License and Landscaping Features including the right and obligation to install, maintain, repair, and replace the Landscaping Features. The Parties acknowledge and agree that these obligations to defend, indemnify, and hold The Association harmless will transfer to each successor or assignee of Maitzen.
10. **Restriction on Use.** Neither Maitzen (or their successors or assigns), The Association, nor any permitted user of the Landscaping Features shall place any obstruction to or upon the License Property whatsoever, except as is necessary in connection with the Parties' maintenance, repair, and replacement obligations. Neither Party shall erect or place any building or other improvement upon or over the License Property, except as agreed to by both Parties. Nothing herein shall prohibit Maitzen from placing furniture or temporary belongings that generally apply to the rules in that area. Access to the License Property is no different than access to other common areas under The Association's Declaration of Covenants, Conditions, and Restrictions and Reservation of Easement.
11. **Condemnation.** In the event the Parties' respective property or any portion thereof is taken by power of eminent domain, or is conveyed under threat of condemnation, the obligations hereunder of the Party owning such property shall be abated to the extent of the taking. Proceeds from any taking of the respective property shall belong exclusively to the respective Party over or owning such property.
12. **Non-Use.** No obligation arising from or out of this License or any right granted under this License, shall lapse because of non-use.

13. **Duration.** This License shall perpetually run with the Benefitted Property in Exhibit A, including any partition or division of such property. The rights, covenants, and obligations contained in this License shall bind, burden, and benefit the Parties and their respective successors, assigns, heirs, lessees, mortgagees, and beneficiaries under any deeds of trust. Any party acquiring an interest in the Benefitted Property consents and agrees to be bound by all of the provisions set forth herein. Notwithstanding the foregoing, the Association may unilaterally terminate this License upon the unanimous consent of the Board of Directors if it is deemed to be unenforceable, non-binding, or to the extent that the Board so determines in its reasonable business judgment to resolve a dispute, controversy, or to use the License Area for other purposes permitted under the Association's governing documents.
14. **Conformance with Governmental Requirements.** The Parties shall cause all their respective uses of the License Property to be in conformance with all applicable federal, state, county, and municipal laws, ordinances, regulations, and requirements, and agree to cooperate in amending or rescinding this License to comply with any of the foregoing.
15. **Recording.** This License shall be recorded in the official records of Salt Lake County, Utah.
16. **Waiver.** Failure of either Party at any time to require performance of any provision of this License shall not limit such Party's right to later enforce such provision, nor shall any waiver of breach of any provision of this License constitute a waiver of any succeeding breach of such provision or waiver of such provision itself.
17. **Governing Law.** This License shall be governed by and construed in accordance with the laws of the State of Utah.
18. **Attorney Fees.** If a Party hereto brings an action in any judicial or arbitral tribunal to enforce any provision of this License, the prevailing Party, as determined by the tribunal, shall be entitled to recover its attorney's fees, costs, and expenses incurred in connection with such action.
19. **Mutual Amendment and Termination.** Unless otherwise specified herein, this License may be amended and/or terminated only by a written agreement signed by representatives of both Parties, or their successors or assigns. Said amendment and/or notice of termination shall be recorded in the official records of Salt Lake County, Utah.

IN WITNESS WHEREOF, the Parties have executed this Grant of License agreement as of this 18 day of JUNE, 2024.

The Oak Springs Condominium Association

[Signature]

By: JONAS NEUBERT

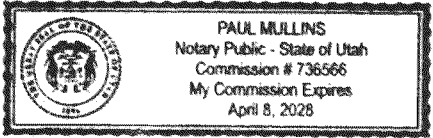
Its: PRESIDENT

STATE OF UTAH )  
 ) SS:  
COUNTY OF Salt Lake )

On the 18 day of June 2024, personally appeared before me Jonas Neubert, who by me being duly sworn, did say that he/she is a representative of The Oak Springs Condominium Association and that he/she is authorized to execute this Agreement.

[Signature]

Notary Public



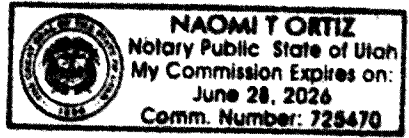
Susanne Maitzen

[Signature]

STATE OF UTAH )  
 ) SS:  
COUNTY OF Salt Lake )

On the 17 day of June 2024, personally appeared before me, Susanne Maitzen the signer of the foregoing instrument who duly acknowledged to me that she executed the same.

[Signature]  
Notary Public

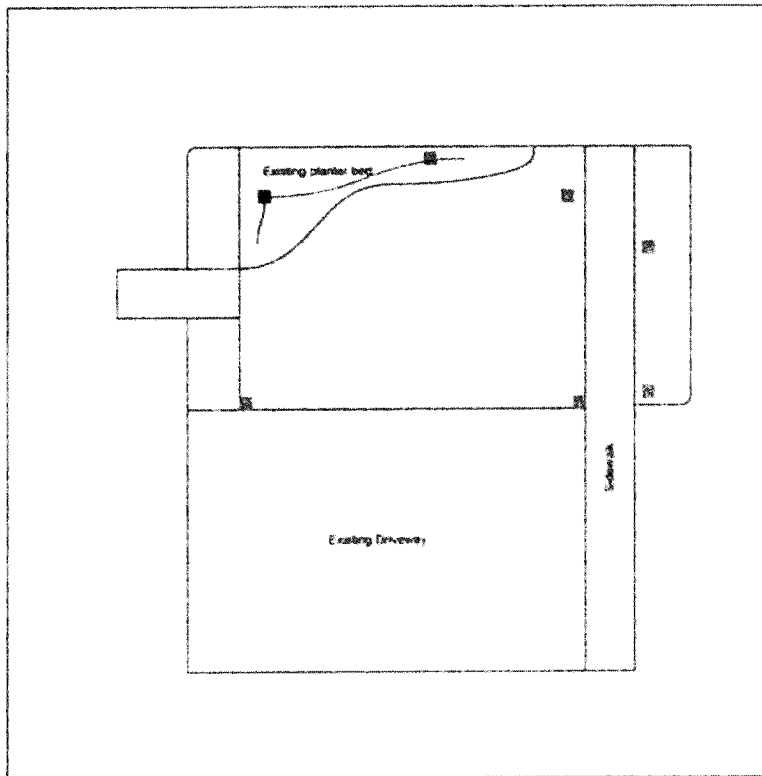


**EXHIBIT A**  
**(Legal Description)**

UNIT 7, BLDG D, OAK SPRINGS CONDM .10% INT. 5075-578  
5248-0951 6059-0620 6794-0141 7353-0303 8461-6053 9467-9845

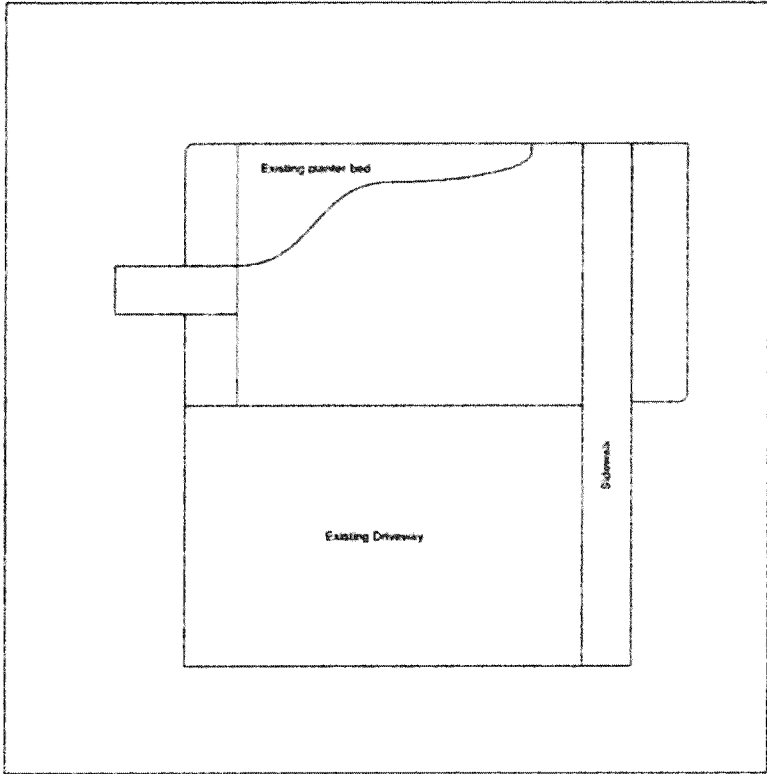
**EXHIBIT B**  
**(Depiction of License Area)**





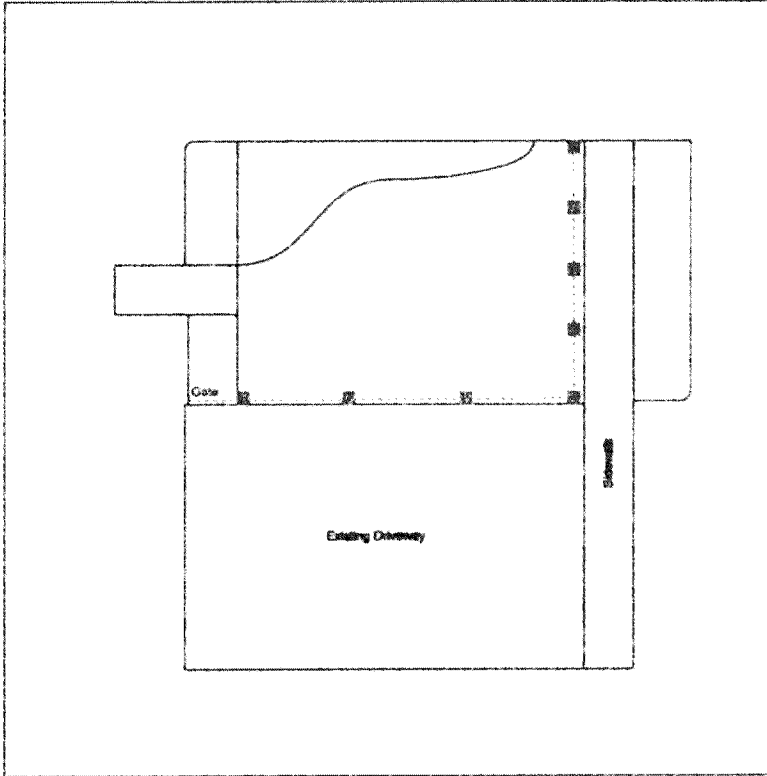
**Demo Detail Plan**  
 1736 S Oak Springs Dr  
 Salt Lake City, UT 84108

- ☐ = Existing concrete
  - ☐ = Excavated areas
  - ▣ = Removed sprinklers
  - = New drip irrigation
- Areas to receive pavers and fencing were excavated to remove grass and 6" of earth to accommodate for road base and sand as paver subgrade.
- Existing pop-up sprinklers were removed and capped properly.
- A new drip/irrigation loop was installed in existing planter bed to minimize water on new paver patio and directly water bushes in the planter bed.



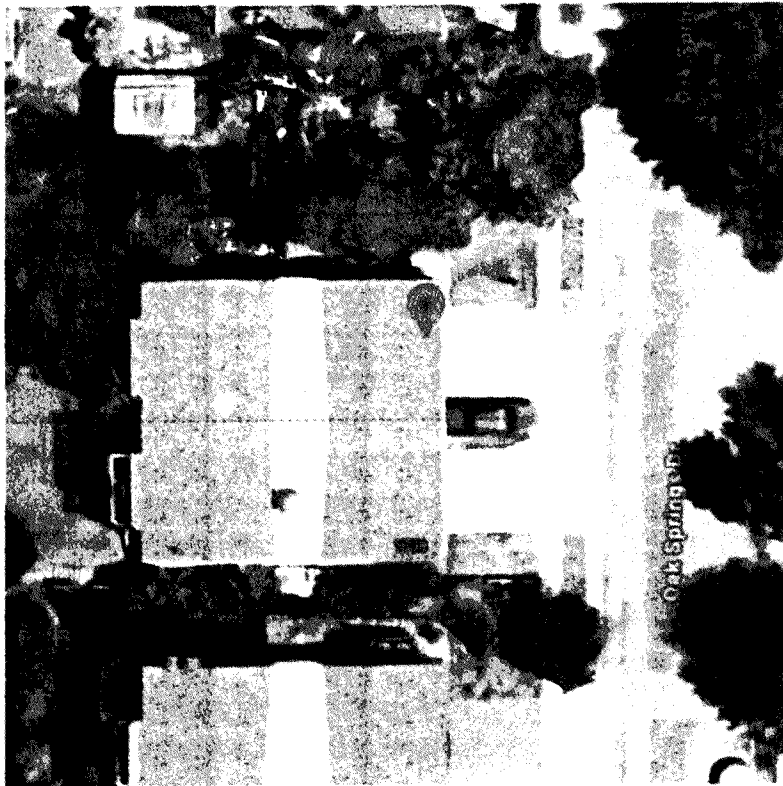
**Paver Detail Plan**  
 1730 S Oak Springs Dr  
 Salt Lake City, UT 84108

- = Existing concrete
  - = Paver installation
  - = River pebble installation
- 3' x 6' x 2" concrete pavers installed over 2" sand bed and 4" compacted road base. Jointed with polymeric sand compound.
- 2" river pebble installed in park strip over weed barrier with pre-emergent treatment



**Fencing Detail Plan**  
 1730 S Oak Springs Dr  
 Salt Lake City, UT 84108

- = existing concrete
  - = new vinyl fence
- (8) vinyl fence posts were installed 2' below grade in 4500 psi concrete footings.
  - 48" fence panels were installed between posts, except at the line of sight triangle mandated by code enforcement, at which fence panels were installed at the mandatory 30" above grade.
  - A 48" gate was installed at the existing sidewalk in accordance with city code.
  - All fence items were inspected by S.L.C. code enforcement and passed through building permit #BLD2124-G2488.



**Fencing Site Plan**  
**1730 S Oak Springs Dr**  
**Salt Lake City, UT 84108**

----- PROPERTY LINE  
 \_\_\_\_\_ PROPOSED FENCE LINE

The proposed project is to install a new vinyl fence in the front NE yard. The fence will run along the edge of the driveway to the sidewalk and run abutted to the sidewalk to the northern neighbor's existing fence.

The fence will be no taller than 42" anywhere in front of the house, and will be at 30" anywhere affected by the city's triangle of sight at the intersection of driveway and right of way.

A 6' gate will be installed north of front porch to enclose front lawn area. The goal is to create an enclosed area for the resident's small dog.

Dotted line depicts the approximate location of the License Property