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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
DAVID BAUS  
323 E HUBBER AVE  
SLC UT 84111  
BY: HNP, DEPUTY - WI 7 P.

LICENSE AGREEMENT

License Agreement made this 6 day of June April, 2003., effective as of January 1, 2003 (the "Effective Date"), by and between **WESTGATE B.C. ASSOCIATES LLC**, a Utah limited liability company (herein "Licensor"), of 535 W. Unionwood Drive, Midvale, Utah 84047, and **PARK WILLOW CONDOMINIUM HOMEOWNERS ASSOCIATION**, (herein "Licensee"), of P.O. Box 1029, West Jordan, Utah 84084.

RECITALS:

- A. Licensor is the owner of certain real property located in Salt Lake City, Salt Lake County, State of Utah, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (herein referred to as "Parcel A").
- B. Licensee is the owner of certain real property located in Salt Lake City, Salt Lake County, State of Utah, more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (herein referred to as "Parcel B").
- C. During the construction, maintenance and operation of Parcel B, Licensee has maintained a landscape rock wall that has encroached upon a portion of Parcel A.
- D. Licensor and Licensee do not intend that such landscape rock wall change any property boundary lines between them and therefore desire to enter into this Agreement to define the terms by which Licensee may continue to maintain such landscape rock wall.

LIGHT TYPE  
CO. RECORDER

In consideration of these Recitals, the mutual promises contained in this Agreement and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

SECTION ONE

GRANT OF LICENSE; DESCRIPTION OF PREMISES

1.1 Licensor grants to Licensee a license to occupy and use, subject to all of the terms and conditions of this Agreement, the following described property (the "Property") located in the County of Salt Lake, State of Utah, more particularly described as follows, to wit:

An area consisting of the east thirty (30) feet of the South 12.5 feet of Lot 42, IRVING PARK ADDITION, Salt Lake City, Utah.

The license granted herein shall be appurtenant to Parcel B and may not be transferred and/or assigned except as provided in this Agreement.

1.2 Licensee, for itself and its successors and assigns, disclaims any other right, title and/or interest in and to Parcel A by virtue of the prior construction, maintenance, repair and/or operation of the landscape rock wall or incidental activities which have been conducted on Parcel A.

## SECTION TWO

### LIMITATION TO DESCRIBED PURPOSE

2.2 The Property may be occupied and used by Licensee incidental to the ownership and operation of Parcel B and solely for the construction, maintenance, repair, removal, and replacement of a landscape rock wall, as the same exists as of the Effective Date, and the maintenance of landscape plants and materials incidental thereto, during the period beginning on the Effective Date, and continuing until this Agreement is terminated as provided herein.

2.3 Licensee's use of the Property shall be at its sole cost and expense and Licensor shall have no obligation to maintain any improvements upon the Property. Licensee shall be solely responsible for the risk of loss of any such improvements placed upon the Property and agrees to indemnify and hold Licensor harmless from any and all claims of any third party by virtue of the construction, maintenance, operation, repair, removal and/or replacement of such improvements.

LIGHT TYPE  
CO. RECORDER

## SECTION THREE

### PERIODIC PAYMENTS

3.1 Licensee shall pay Licensor for the license granted by this Agreement, the sum of \$1.00 per year payable in advance, commencing January 1, 2004, and continuing on the first day of January of each year during the term of this Agreement.

3.2 In the event of termination of this Agreement as provided in Section Four herein below and since the period payments provided herein are nominal, there shall be no requirement for the refund of any such payments regardless of the effective date of termination.

## SECTION FOUR

### TERMINATION

4.1. Licensee may terminate this Agreement at any time, without regard to payment periods by giving written notice to Licensor, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date specified in such

notice for the date of termination. Licensor may terminate this Agreement, by giving Licensee not less than thirty (30) days prior written notice, that it intends to use the Property for its own construction or reconstruction activities, or in the event that Licensor's must use the Property in satisfying any regulatory or other purposes imposed upon it for the use of its remaining property.

4.2. Should the above-described landscape rock wall, or any essential part of the same, be totally destroyed by any casualty, this Agreement shall immediately terminate; and, in the case of partial destruction, this Agreement may be terminated by either party by giving written notice to the other, specifying the date of termination, such notice to be given within thirty (30) days following such partial destruction and not less than thirty (30) days prior to the termination date specified in such notice.

4.3. If Licensee shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, Licensor may terminate this Agreement by giving written notice to the Licensee, specifying the date of termination, such notice to be given not less than ninety (90) days prior to the date specified in such notice for the date of termination.

4.4. In the event of the termination of this Agreement as provided in Sections 4.1, 4.2, or 4.3, Licensee shall quit the use of the Property and shall remove, at its sole cost and expense, all of or that portion of the landscape rock wall and any other component thereof installed in, on, or attached to the real property from Parcel A, and shall thereafter immediately restore the area of such real property to landscaping in the same condition as that immediately adjacent to the Property.

## SECTION FIVE

### MISCELLANEOUS

5.1 It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

5.2 This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement. Each individual signing this Agreement represents and warrants that it/he/her is an authorized representative and has the requisite authority to execute and deliver this Agreement on behalf of the party signing the same.

5.3 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.

5.4 Any notices provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.


5.5 In the event that any lawsuit is filed in interpretation or enforcement of this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys fees costs and expenses.

5.6 The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

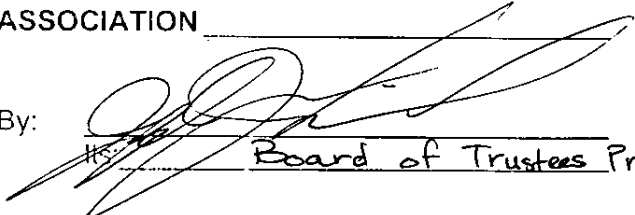
IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed at Salt Lake City, Utah on the date first appearing above.

**WESTGATE B.C. ASSOCIATES LLC**, a Utah  
limited liability company

By its Manager, Westgate B.C. Management  
LLC, a Utah limited liability company

By:   
Its Manager

**PARK WILLOW HOMEOWNERS  
ASSOCIATION**

By:   
Its: Board of Trustees President

LIGHT TYPE  
CO. RECORDER

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On this 6 day of ~~April~~ <sup>JUNE</sup>, 2003, before me personally appeared DAVID BAUS, who acknowledged himself to be a Manager of Westgate B.C. Management LLC, a Utah limited liability company, the Manager of WESTGATE B.C. ASSOCIATES LLC, a Utah limited liability company, and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.



*Eileen K. Snideman*  
NOTARY PUBLIC

LIGHT TYPE  
CO. RECORDER

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On this 3 day of ~~April~~ <sup>June</sup>, 2003, before me personally appeared Joseph Vankovich, who acknowledged himself to be the President of PARK WILLOW HOMEOWNERS ASSOCIATION, a Utah Corporation and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.



*Catherine M. Johnson*  
NOTARY PUBLIC

## EXHIBIT "A"

### Legal Description

#### Parcel A:

Beginning at the Southeast corner of Lot 1, Block 2, Irving Park Addition, Salt Lake City, Utah Survey being at the intersection of the North right-of-way line of 300 South Street and the West right-of-way line of Foss Avenue, said point being located South 89°58'07" West 33.00 feet along monumented line and North 00°04'23" West 49.00 feet from the Salt Lake City Survey Monument at the intersection of 300 South Street and Foss Avenue; running thence South 89°58'07" West 129.59 feet (129.50 feet by record) along said North right-of-way line to the Southwest corner of Lot 5 of said Block 2; thence North 00°03'58" West 455.87 feet (454.75 feet by record) along the west line of said Lot 5 and then the centerline of a vacated alley to the South boundary line of the Park Willows Condos, Parcel No. 1; thence North 89°58'19" East 129.53 feet (129.50 by record) along said South boundary line to the West right-of-way line of Foss Avenue; thence South 00°04'23" East 455.86 feet (454.75 feet by record) along said right-of-way line to the point of beginning. Containing 1.356 acres.

## EXHIBIT "B"

### Legal Description

#### Parcel B:

Beginning at a point South 0°02'34" East 1.64 feet from the Northeast corner of Block 2, Irving Park Addition; thence South 0°03'04" East 252.86 feet, thence South 89°58'19" West 129.5 feet; thence North 0°03'34" West 93 feet; thence South 89°58'19" West 129.5 feet; thence North 0°03'34" West 159.74 feet; thence North 89°56'42" East 259 feet to the point of beginning.

Also beginning at the Northwest corner of Block 1, Irving Park Addition; thence North 89°58'19" East 123.0 feet; thence South 00°03'34" East 367.25 feet; thence South 89°58'19" West 123.0 feet; thence North 00°03'34" West 367.25 feet to the point of beginning. Contains 2.24 acres. Less units.