



REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement (the "Agreement") is entered into and effective as of September 9, 2021 (the "Effective Date") by and between Glen T. Evans and Rosemary Evans, husband and wife (the "Evans"), and Paul R. Conrad and Camille D. Conrad, husband and wife (the "Conrads") (the Evans and Conrads the "Parties", with each signatory a "Party") for the purpose of the Conrads granting to the Evans a revocable license to use a portion of the real property of the Conrads as described below.

RECITALS

WHEREAS, the Evans own that certain parcel of real property in Utah County located at 402 East 800 North Springville, Utah 84663, Utah County Serial Number 52:500:0001, more particularly described as:

LOT 1, PLAT A, SPRINGVILLE HEIGHTS SUBDV. AREA 0.214 AC.

(the "Evans Property"); and,

WHEREAS, the Conrads own that certain parcel of real property in Utah County located at 418 East 800 North Springville, Utah 84663, Utah County Serial Number 52:500:0002, more particularly described as:

LOT 2, PLAT A, SPRINGVILLE HEIGHTS SUBDV. AREA 0.196 AC.

(the "Conrad Property") (the Evans Property and the Conrad Property each a "Lot", together the "Lots"); and,

WHEREAS, there is currently a fence (the "Fence") between the back and side yards of the Evans Property and the Conrad Property which is located entirely on the Conrad Property, the location of which leaves some of the Conrad Property in the backyard of the Evans Property; and,

WHEREAS, the Parties desire to leave the Fence in its current location, the Fence being located on a sloped area such that the Evans Property is situated lower than the Conrad Property, and it being understood that the cost of tearing down the Fence and both preparing the ground and then building a new fence exactly on the legal boundary between the Lots would be more expensive than the Parties are interested in paying for at present, it being currently estimated that tearing down and removing the Fence may cost approximately \$20,000.00; and,

WHEREAS, all Parties find the current location of the Fence acceptable and desire to keep from having to make the expenditure necessary to move the fence; and,

WHEREAS, all Parties agree that they want to avoid any change to the legal boundary between their Lots and to avoid any chance of there being claims for Boundary by Acquiescence or Adverse Possession now or in the future, and all Parties agreeing not to pursue such claims or to seek to change the boundary line between their Lots in any way; and,

WHEREAS, the Parties desire to give notice to any future purchaser of either the Evans Property or the Conrad Property of the permission given by the Conrads to the Evans to use a portion of their property without transferring title to the same or agreeing to a change in the boundary,

NOW THEREFORE, in consideration of the mutual benefits the Parties receive by leaving the Fence in its current location, foregoing the expense of changing the location of the Fence and the mutual promises and obligations each Party undertakes hereunder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. **Recitals.** The above recitals are true and correct to the best information and belief of the Parties and are hereby incorporated into the terms and conditions of this Agreement by this reference.
2. **The Fence.** The Parties agree and acknowledge that the Fence which separates their back and side yards has been built entirely on the Conrad Property. The location was chosen because of the slope of the properties and is deemed a reasonable location for the Fence from the standpoint of the parties due to that slope. However, the Fence is agreed not to be, and shall not be determined to be, or become, the legal boundary between the two Lots nor serve as a marker thereof.
3. **The Revocable License.** The Conrads hereby grant a revocable license (the "License") to the Evans for the Evans to use the real property that is part of the Conrad Property but which is situated on the Evans side of the Fence. This license shall entitle the Evans to landscape, take care of, occupy, install sheds and to otherwise use, the said portion of the Conrad Property, including the use of the property by the guests of the Evans, without payment therefore in rent or otherwise. Any use of the said property by the Evans prior to the Effective Date hereof is deemed to have been with the permission of the Conrads. This License is revocable for any or no reason at any time. The License may be revoked in the manner set forth below. Until revoked the License be perpetual and shall run with the land of the Evans Property and shall be perpetually granted to the owner of the Evans Property by the owners of the Conrad Property and shall inure to the benefit of the owner of the Evans Property until a revocation shall have become effective.
4. **Revocation upon Written Notice.** The License shall remain in force unless and until revoked as outlined herein. The License may be revoked by the then current record owner of the Conrad Property upon written notice, which notice shall be mailed via U.S. mail, emailed, or hand delivered to the then record owner of the Evans Property as outlined in the Notices section below. The revocation shall be effective immediately upon receipt and the Evans, or their successor in interest, shall have no further license to use any portion of the Conrad Property whatsoever once the license is revoked.

5. **No Adverse Possession or Boundary by Acquiescence.** Each Party to this Agreement gives up and forever releases any claim they may have, or have had, to a claim to real property of the other Parties based on the legal doctrines of adverse possession or boundary by acquiescence.
6. **No Boundary Line Agreement or Change of Boundary.** The Parties hereby agree that in signing this Agreement they do not intend to create, and that this Agreement is not, a Boundary Line Agreement as allowed under Utah Code §57-1-45, and none of the Parties intend, or give permission by signing this Agreement, for the boundary between the Lots to be re-defined by this Agreement. Each of the Lots shall retain the current legal description and area described in the legal descriptions listed above.
7. **Recording.** The Parties agree that any of them have the right to record this Agreement on the records of the Utah County Recorder against the two Lots, with the Evans and the Conrads to each pay one-half of the recording fee.
8. **Property Taxes.** Each of the Parties shall continue to pay the property taxes for their respective Lots as assessed by Utah County. All of the Parties agree that none of them has previously, or will at some future time, pay part or all of the property taxes of the Parties in an attempt to form the foundation of a future claim of adverse possession against the other Party's Lot.
9. **Attorneys' Fees and Costs.** Each party has borne its own costs and attorneys' fees associated with the negotiation and drafting of this Agreement.
10. **Modification.** This Agreement may only be modified by a writing signed by all the Parties hereto.
11. **No Waiver.** Failure of any Party to this Agreement to insist on strict performance with regard to any provision, or to exercise any rights or options hereunder, shall not be construed as a waiver of the right in the future to demand strict performance and to enforce the provisions hereof. No provision of this Agreement shall be deemed to be waived unless waived in writing by the Party waiving the provision.
12. **Notices.** Any notice sent between the Parties regarding this Agreement shall be sent to their respective addresses or email addresses as listed below by either hand delivery, U.S. Mail or email. Either Party may change their U.S. Mail or email address by sending written notice to the other Party. Notices hand delivered are deemed received when delivered. Notices by email are deemed received when sent unless the sender receives notice of a failure of the email to send. Notices by U.S. Mail are deemed received three Business Days following their being mailed through the United State Postal Service. "Business Days" shall be those days falling on Monday through Friday exclusive of

United States or State of Utah holidays and other days on which banks or financial institutions are legally allowed to close.

Notices to Evans:
402 East 800 North
Springville, Utah 84663
catchglen@gmail.com

Notices to Conrads:
418 East 800 North
Springville, Utah 84663
prconrad@comcast.net

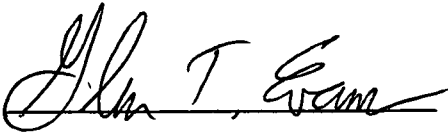
13. **Joint Drafting.** The Parties have had their joint attorney draft the Agreement and have participated jointly in the negotiation and drafting of this Agreement. All Parties have reviewed the Agreement before signing. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
14. **Severability.** In the event that one or more of the provisions of this Agreement shall for any reason be held to be illegal or unenforceable by a court of competent jurisdiction within the State of Utah, this Agreement shall be revised such that the illegal or unenforceable provision(s) is held to be void and ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
15. **Binding Effect.** This Agreement shall be binding upon each of the Parties, and their respective successors-in-interest, heirs or assigns. All representations and warranties made herein shall survive execution of this Agreement and shall at all times subsequent to the execution of this Agreement remain binding and fully enforceable.
16. **Captions and Pronouns.** Any titles or captions contained herein are for convenience only and shall not be deemed part of the context of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular, or plural as the context may require.
17. **Entire Agreement.** This Agreement contains the entire agreement of the Parties hereto with regard to the subject matter hereof and supersedes and replaces any oral or written prior agreements or representations of any kind regarding the subject matter. There are no oral representations that are part of this Agreement.
18. **Acknowledgement of Understanding.** The Parties have read each paragraph of this Agreement, and understand the same and their obligations outlined therein.
19. **Disputes and Choice of Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah. In the event that a dispute arises between the Parties to this Agreement, each Party to any lawsuit or arbitration shall pay their own costs and attorneys' fees at trial or appellate levels and venue shall be laid in Utah County, Utah.

20. **Authority to Sign.** The undersigned represent that they have full power and authority to sign this Agreement and to take all actions hereunder.

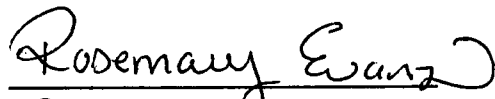
21. **Counterparts.** This Agreement may be executed in one or more counterparts, and by the Parties hereto in separate counterparts, each of which when executed shall be deemed an original but all of which taken together shall constitute one and the same Agreement, as long as the Parties receive a copy of each counterpart. Delivery by facsimile, encrypted e-mail or e-mail file attachment, electronic photograph, jpeg or any such executed counterpart to this Agreement will be deemed the equivalent of the delivery of the original executed Agreement or instrument.

WHEREFORE, the Parties hereto have caused this Agreement to be executed and become effective as of the Effective Date hereof.

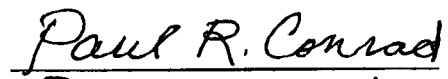
GLEN T. EVANS


Glen T. Evans

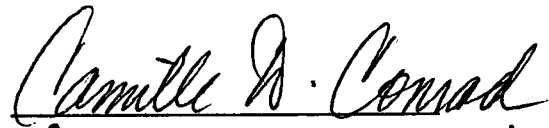
ROSEMARY EVANS


Rosemary Evans

PAUL R. CONRAD

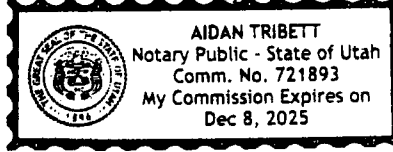

Paul R. Conrad

CAMILLE D. CONRAD


Camille D. Conrad

State of Utah)
:SS
County of Utah)

On this 9 day of September, 2022, Glen T. Evans personally appeared before me and signed the above instrument, acknowledging before me that it was signed with authority.

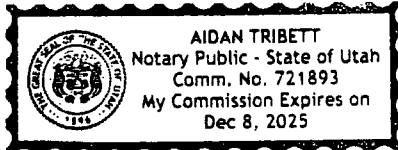


Aidan Tribett

Notary Public

State of Utah)
:SS
County of Utah)

On this 9 day of September, 2022, Rosemary Evans personally appeared before me and signed the above instrument, acknowledging before me that it was signed with authority.

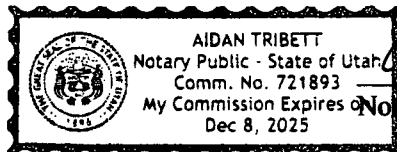


Aidan Tribett

Notary Public

State of Utah)
:SS
County of Utah)

On this 9 day of September, 2022, Paul R. Conrad personally appeared before me and signed the above instrument, acknowledging before me that it was signed with authority.

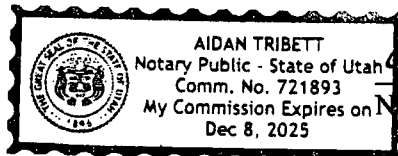


Aidan Tribett

Notary Public

State of Utah)
:SS
County of Utah)

On this 9 day of September, 2022, Camille D. Conrad personally appeared before me and signed the above instrument, acknowledging before me that it was signed with authority.



Aidan Tribett

Notary Public