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AFTER RECORDING, MAIL TO:

BlackRock Condominiums at Stonebridge  
Owners Association  
c/o Paul Properties, Inc.  
1224 South River Road  
PO Box 910298  
St. George, UT 84791

DOC # 20100018621

Agreement Page 1 of 9  
Russell Shirts Washington County Recorder  
06/07/2010 04:17:39 PM Fee \$ 181.00  
By JONES WALDO HOLBROOK ETAL



Space above for Recorder's Use

### LICENSE AGREEMENT

This License Agreement (this "Agreement") is made and entered into this Mm day of June, 2010, by and between Monterey at Stonebridge Homeowners Association, hereinafter referred to as "Grantor" and BlackRock Condominiums at Stonebridge Owners Association, and the owners of property within BlackRock Condominiums, and their lessees, guests, employees, agents, licensees and invitees, hereinafter referred to collectively as "Grantee."

### RECITALS

A. Grantor owns real property within a planned unit development known as "Monterey at Stonebridge" located in St. George, Washington County, Utah (hereafter "Monterey" or "Grantor's Property"). The legal description of Grantor's Property is set forth on Exhibit A attached hereto.

B. Grantee owns real property within a planned unit development known as "BlackRock Condominiums at Stonebridge," located in St. George, Washington County, Utah (hereafter "BlackRock" or "Grantee's Property"), adjacent to or near Grantor's Property. The legal description of Grantee's Property is set forth on Exhibit B attached hereto.

C. Grantor's property includes private roads within Grantor's planned unit development, according to the official plat maps recorded at the Washington County Recorder's office, which private roads include that portion of Stonebridge Drive which extends to the west of the roundabout intersection of Stonebridge Drive and Country Lane.

D. Grantee, in order to obtain insurance coverage it desires and in order to meet the requirements of the City of St. George relating to the use of gated entrances to private developments, must obtain a license to use a portion of Grantor's Property for egress from BlackRock to a public road.

E. Grantor and Grantee desire to enter into this Agreement for the purpose of securing for Grantee a license to use a portion of Grantor's Property, subject to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Representations.** The Board of Directors of Monterey at Stonebridge Homeowners Association represents and warrants that execution of this Agreement is in compliance with a resolution of such Board of Directors, duly adopted at a meeting of such Board of Directors. The individual signing this Agreement represents and warrants that he or she has full authority to do so on behalf of the Board.

The Board of Directors of BlackRock Condominiums at Stonebridge Owners Association represents and warrants that execution of this Agreement is in compliance with a resolution of such Board of Directors, duly adopted at a meeting of such Board of Directors. The individual signing this Agreement represents and warrants that he or she has full authority to do so on behalf of the Board.

2. **License.** Subject to the terms and conditions below, Grantor hereby grants to Grantee the nonexclusive right and privilege (hereafter, the "License") to use that portion of the private roadway known as Stonebridge Drive, from the roundabout where Stonebridge Drive and Country Lane intersect to the western side of the back (south) entrance to BlackRock Condominiums, as depicted on Exhibit C attached hereto (the "License Area"), for the sole purpose of vehicular egress from BlackRock Condominiums to the public portion of Stonebridge Drive.

3. **Noninterference with Grantor's Rights.** This License is not exclusive but is subject to the right of Grantor and its lessees, guests, employees, agents, licensees and invitees, in the License Area, which rights are expressly reserved. Grantee shall not use the License Area in any way which interferes with the use of the surrounding Grantor property by Grantor, its lessees, guests, employees, invitees or agents. Such interference shall be deemed a material breach by Grantee, who shall, upon written notice from Grantor, be responsible for terminating said interference. The parties shall seek the assistance of the City of St. George in addressing any interference problems that cannot be amicably worked out by the parties. In the event such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, Grantor shall have the right, in addition to any other rights it may have at law or in equity, to bring a court action to enjoin such interference.

4. **Improvements.** Grantee agrees to construct and promptly install an exit only gate (the "Gate") on Grantee's property at the rear (south) exit from BlackRock Condominiums onto the private portion of Stonebridge Drive. The Gate shall open laterally onto Grantee's Property and shall not open onto or in any way block or interfere with Grantor's use of Stonebridge Drive or any other portion of Grantor's Property. The Gate shall be constructed of good and substantial material and workmanship and its design shall be in harmony with the design of improvements located in Monterey and BlackRock, and shall be of similar quality as the front (east) gates currently installed at BlackRock. Grantee shall be responsible for all costs of construction and maintenance and all liabilities relating to the construction and use of the Gate and covenants that it will not permit any liens to attach to Grantor's Property in connection with construction of the Gate or any other permitted improvements. The final placement, design and construction of the Gate shall be subject to Grantor's approval. No other improvements may be constructed in the License Area without Grantor's written consent, which may be withheld in

Grantor's sole discretion. Grantee shall also be solely responsible for compliance with all standards or other requirements of the City of St. George relating to the gate and improvements, including any permits that may be required.

5. **Consideration.** In consideration for the License granted herein, Grantee shall pay to Grantor a fee of \$1,000.00 each year for the term of this Agreement (the "License Fee"). The License Fee shall be payable in advance, with the first payment being due upon signing of this Agreement, and additional payments of the License Fee being due thereafter on January 1 of each successive year. The License Fee is payable annually, and is deemed earned when due, and shall not be prorated for any portion of any year. The License Fee may reasonably be increased to cover maintenance costs as agreed upon by both Grantor and Grantee.

6. **Conditions for Use of License Area.** Grantee covenants that it shall use the License Area only in accordance with the following, each of which is a material provision of this Agreement:

A. Grantee shall not use any other portion of Grantor's property beyond the License Area.

B. Grantee shall not use the License Area for access to BlackRock Condominiums and it is expressly understood that the License Area is for egress (exit) use only.

C. Grantee shall not permit the use of the License Area by construction vehicles at any time, unless agreed upon in advance.

D. Grantee shall close and secure the Gate immediately following use of the License Area to exit BlackRock.

E. Grantee shall not park any vehicles within the License Area or anywhere on Grantor's property.

F. Grantee shall not block Stonebridge Drive or the License Area in any way at any time.

G. Grantee shall not drive at speeds above 15 miles per hour, or such lesser speed as may be safe under the conditions then existing. Grantor shall install designated speed limit signs on Stonebridge Drive.

H. Grantee shall refrain from making excessive noise or otherwise interfering with the peaceful enjoyment of Grantor's Property by its residents.

7. **Term; Termination.** This Agreement and the License granted herein shall terminate upon the occurrence of any of the following events:

A. Failure to pay the License Fee or other sums due under this Agreement or breach of any other material provision of this Agreement, provided that Grantor has given

written notice to Grantee and to the St. George City Attorney of the breach and Grantee has had thirty (30) days in which to cure such breach.

B. Use of the License Area is no longer necessary and required for egress from BlackRock; or

C. Grantee's use of the License Area is discontinued for one year.

In the event Grantee commits a breach of any of the agreements on its part to be done, kept or performed, and has failed to cure such breach within thirty (30) days of receipt of notice from Grantor, all of the right, agreements and privileges granted to Grantee under this Agreement shall cease and determine, and revert to and become reinvested in Grantor as fully and completely as if this Agreement had not been made.

The termination of this Agreement and the License granted herein shall not affect Grantor's right to sue for all past-due License Fees, and any other damages to which Grantor may be entitled. Should Grantor be entitled to collect License Fees or damages and be forced to do so through its attorney, or by other legal procedures, Grantor shall be entitled to recover its reasonable costs and attorney fees thereby incurred from Grantee.

8. **Maintenance and Repair.** Grantor shall be responsible for the maintenance and repair of Stonebridge Drive and shall have the right to close Stonebridge Drive temporarily as needed in order to conduct necessary repairs and maintenance. Grantee shall be responsible for the maintenance and repair of the Gate. Grantee shall be responsible for any damage caused to the Grantor's property within the License Area by the negligent, wrongful or willful act of Grantee.

9. **Notice.** Any notice required hereunder shall be given in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid addressed as follows:

If to Grantor: Monterey at Stonebridge Homeowners Association  
c/o Community Association Management  
410 East Tabernacle, #B  
St. George, UT 84770

If to Grantee: BlackRock Condominiums at Stonebridge Owners Association  
c/o Paul Properties, Inc.  
1224 South River Road  
PO Box 910298  
St. George, UT 84791

with a copy to: Shawn Guzman, or the then St. George City Attorney  
175 East 200 North  
St. George, UT 84770

Either party hereto may change its address to which said notice shall be delivered or mailed by giving notice of such change as provided above. Notice shall be deemed given when delivered (if delivered by hand) or three (3) days after the date postmarked (if sent properly by mail).

10. **Liability.** Grantee agrees to save Grantor harmless from and against any and all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any negligence, gross negligence, or wrongful act of whatsoever nature, of Grantee or Grantee's agents, employees, or contractors occurring or in anywise incident to, in connection with, or arising directly or indirectly out of this Agreement or Grantee's use of the License or License Area. Grantee agrees to use and occupy the License Area at its own risk and hereby releases Grantor, its officers, agents and employees, from all claims for any damage or injury caused by or as a result of any negligence or wrongful act or omission of Grantee, its officers, agents, employees, or contractors, unless due to the gross negligence, or willful act of Grantor, its agents or employees.

11. **Severability and Substitution of Valid Provisions.** In the event that any provision of this Agreement shall be found to be void or unenforceable, such finding shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

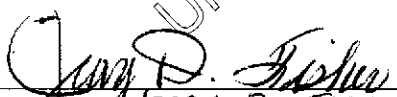
12. **Entire Agreement and Binding Effect.** This Agreement (and any attached exhibits signed or initialed by the parties) constitutes the entire agreement between Grantor and Grantee; no prior written or prior, contemporaneous, or subsequent oral promises or representations shall be binding. Nothing in this Agreement shall be construed to affect any other rights or obligations of the parties hereto, except as specifically stated herein. This Agreement shall not be amended except by written instrument signed by both parties hereto. Paragraph captions herein are for convenience only, and neither limit nor amplify the provisions of this instrument. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date and year first above written.

GRANTOR:

Monterey at Stonebridge Homeowners Association

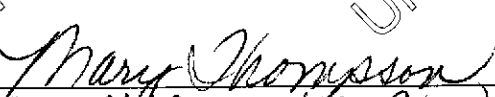
By:

  
Name: JERRY D. FISHER  
Its: PRESIDENT, BOARD OF TRUSTEES

GRANTEE:

BlackRock Condominiums at Stonebridge Owners Association

By:

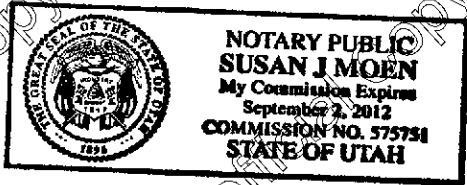
  
Name: MARY THOMPSON  
Its: PRESIDENT, HOA BOARD

STATE OF UTAH )

COUNTY OF Washington ) :ss

On this 7<sup>th</sup> day of June, 2010, before me, a notary public, personally appeared Jerry D. Fisher, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that s/he executed the same as the duly authorized President of Board of TRUSTEES.

Witness my hand and official seal.



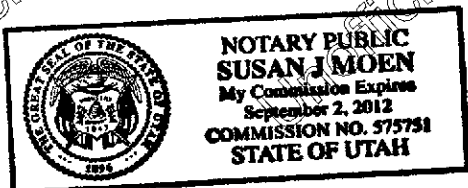
Susan J Moen  
Notary Public

STATE OF UTAH )

COUNTY OF Washington ) :ss

On this 7<sup>th</sup> day of June, 2010, before me, a notary public, personally appeared Mary Thompson, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that s/he executed the same as the duly authorized President of HOA Board.

Witness my hand and official seal.



Susan J Moen  
Notary Public

**Exhibit A**

**Legal Description – Monterey at Stonebridge**

Monterey at Stonebridge Phase 1, according to the Official Plat thereof on file in the Office of the Recorder of Washington County, State of Utah.

Parcel Nos. SG-MSB-1-1 through SG-MSB1-17; SG-MSB-1-38 through SG-MSB-1-41; SG-MSB-1-56; SG-MSB-1-62 through SG-MSB-1-65.

Monterey at Stonebridge Phase 2, according to the Official Plat thereof on file in the Office of the Recorder of Washington County, State of Utah.

Parcel Nos. SG-MSB-2-18 through SG-MSB-2-28; SG-MSB-2-331, SG-MSB-2-36; SG-MSB-2-37; SG-MSB-2-42 through SG-MSB-2-54.

Monterey at Stonebridge Phase 3, according to the Official Plat thereof on file in the Office of the Recorder of Washington County, State of Utah.

Parcel Nos. SG-MSB-3-29; SG-MSB-3-30; SG-MSB-3-32 through SG-MSB-3-35; SG-MSB-3-55.

**Exhibit B**

**Legal Description - BlackRock Condominiums at Stonebridge**

Blackrock Condominiums at Stonebridge, Phase 1, Second Amended, according to the Official Plat thereof on file in the Office of the Recorder of Washington County, State of Utah.  
Parcel Nos. SG-BRSB-1 through SG-BRSB-24; SG-BRSB-1-103 through SG-BRSB-1-106.

Blackrock Condominiums at Stonebridge, Phase 2, according to the Official Plat thereof on file in the Office of the Recorder of Washington County, State of Utah.  
Parcel Nos. SG-BRSB-2-107 through GS-BRSB-2-111.

Blackrock Condominiums at Stonebridge, Phase 3, according to the Official Plat thereof on file in the Office of the Recorder of Washington County, State of Utah.  
Parcel Nos. SG-BRSB-3-25 through SG-BRSB-3-34.

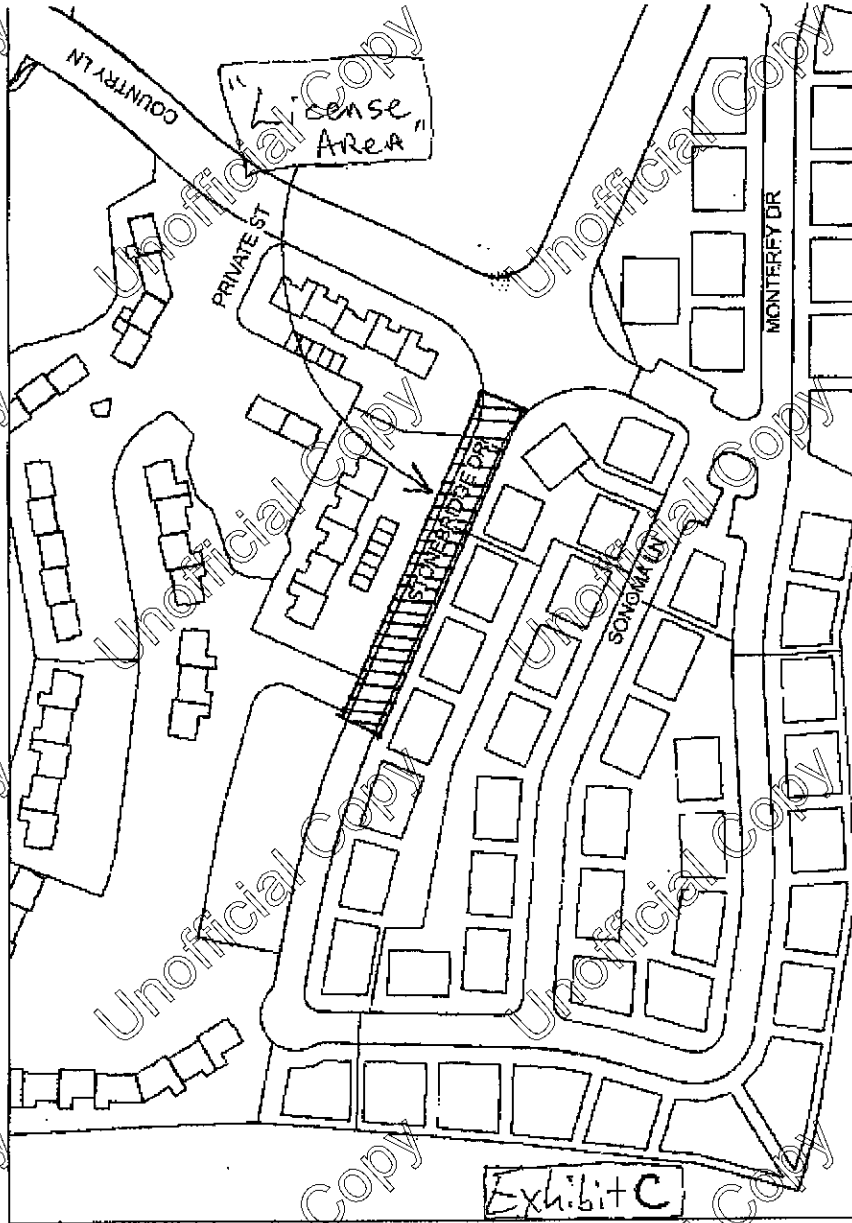
Blackrock Condominiums at Stonebridge, Phase 4, according to the Official Plat thereof on file in the Office of the Recorder of Washington County, State of Utah.  
Parcel Nos. SG-BRSB-4-112 through SG-BRSB-4-116.

Blackrock Condominiums at Stonebridge, Phase 5, according to the Official Plat thereof on file in the Office of the Recorder of Washington County, State of Utah.  
Parcel Nos. SG-BRSB-5-35 through SG-BRSB-5-74; SG-BRSB-5-87 through SG-BRSB-5-100.



**Exhibit C**

**Depiction of License Area**



All data shown is unofficial.  
Photo is from Feb. 19, 2009.  
Data may not be current.

St. George GIS Data