

PROPERTY LICENSE AGREEMENT

PN: 516-9747

This PROPERTY LICENSE AGREEMENT (this “**Agreement**”) is made this ____ day of _____, 2026, (the “**Effective Date**”) by and between THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole (“**Licensor**”), and CLARKSTON TOWN, a Utah municipal corporation (“**Licensee**”). Licensor and Licensee are sometimes referred to herein individually as a “**Party**,” and collectively as the “**Parties**.”

RECITALS

A. Licensor is the owner of certain real property located at 25 E. 100 S., Clarkston, UT 84305 in Cache County, Utah more particularly depicted on Exhibit A (“**Licensor’s Property**”).

B. Licensee desires to obtain a property license on, over, across, under and through certain portions of Licensor’s Property more particularly depicted on Exhibit B, attached hereto and incorporated herein by this reference (the “**License Area**”), for the purposes set forth in this Agreement.

C. Licensor is willing to grant such license to Licensee, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto make the following grants, agreements, and covenants:

1. **Grant of License.** Licensor hereby conveys to Licensee, without warranty, a non-exclusive property license (the “**License**”) on, over, and across the License Area for the sole purpose of using the baseball field, pavilion, and parking lot within the License Area for recreational purposes only (the “**License Activities**”).

2. **Term.** The License granted herein will automatically terminate, without the requirement of any action by Licensor, upon Licensee no longer using the License Area for the License Activities. Notwithstanding the foregoing, either party may terminate this Agreement upon 90 days’ written notice.

3. **Access.** Licensee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, “**Licensee’s Agents**”) shall have the right to enter upon the License Area solely for the purposes permitted by this Agreement. Licensee shall enter upon the License Area from existing roads at its sole risk and hazard, and Licensee and its successors and assigns, hereby release Licensor from any and all claims relating to the condition of the License Area and the entry upon the License Area by Licensee and Licensee’s Agents. Licensee shall (i) use reasonable efforts to minimize any interference or disruption to Licensor’s use and occupancy of the License Area and (ii) not use the License Area on Sundays or Tuesdays.

4. **Public Reservations.** Licensee shall have the right to create and maintain a public reservation system for the License Activities, provided that all charges and fees collected for the use of the License Area are limited to Licensee’s maintenance and overhead costs only. Licensee shall in no way be allowed to profit from the use of the License Area or use the License Area in any way that would affect the Licensor’s Property’s tax status. Licensee shall not be allowed to charge or collect any fees

from Licensor for Licensor's use of the License Area or the Licensor's Property. Notwithstanding anything to the contrary herein, Licensor shall have the right to exclusively use the License Area, and Licensee and Licensee's Agents shall not have any right to use the License Area, on (i) Sundays, (ii) Tuesdays, and (iii) any day with 7 days' notice, in Licensor's sole and absolute discretion.

5. Condition of the License Area. Licensee accepts the License Area and all aspects thereof in their "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the License Area. Licensee hereby waives all warranties, express or implied, regarding the title, condition and use of the License Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the License Area is granted to Licensee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the License Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Licensee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to its use and improvement of the License Area.

6. Reservation by Licensor. Notwithstanding anything to the contrary stated herein, Licensor hereby reserves the right to use the License Area for any use not inconsistent with Licensee's permitted use of the License Area. Without limiting the above, Licensor reserves the right to grant additional rights, easements or encumbrances to other third parties to use or occupy the License Area (or the surface of the Licensor's Property above same). Licensee hereby understands and agrees that this License is granted on a non-exclusive basis and that other third parties have been, and/or may be in the future, granted the right by Licensor to use the License Area and/or surrounding areas in a way that does not materially prevent or impair the use or exercise of the license rights granted hereby.

7. Maintenance and Restoration. Licensee, at its sole cost and expense, shall maintain the License Area throughout the term of this Agreement in good order and condition. Licensee shall promptly repair any damage to the Licensor's Property and Licensor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by Licensee and/or Licensee's Agents, and shall restore the Licensor's Property and the improvements thereon to the same or better condition as they existed prior to any entry onto the Licensor's Property by Licensee and Licensee's Agents. Licensee's restoration responsibilities shall also include, but not be limited to: (i) removal of all improvements, equipment or materials that it has caused to be placed upon the Licensor's Property; and (ii) leaving the Licensor's Property in a condition which is clean, free of debris and hazards which may be caused by Licensee's activities, and subject to neither, environmental hazards, nor liens caused by Licensee's activities. For clarification purposes, Licensee shall have no obligation to perform routine or ongoing landscaping, grounds maintenance, or garbage and waste removal on the Licensed Area, except to the extent required to remediate damage caused by Licensee or Licensee's Agents and to restore the Licensed Area in accordance with this Section.

8. Compliance with Laws. Licensee and Licensee's Agents will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers,

foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.

9. Hazardous Materials. Except for motor fuels used by vehicles and construction equipment, which may be used on the License Area in compliance with all applicable Hazardous Waste Laws (defined below), Licensee agrees not to transport, generate, store, dispose of, release, or use any Hazardous Substances on the License Area. As used in this Agreement, the term “Hazardous Substances” means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Hazardous Waste Laws. Licensee agrees to immediately notify Licensor of any leaking or spillage of Hazardous Substances on the License Area or Licensor’s Property. Licensee shall be exclusively liable for all cleanup and remediation costs thereof.

As used in this Agreement, the term “Hazardous Waste Laws” means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

10. Indemnification and Release. Licensee shall indemnify, release and defend with counsel of Licensor’s choice, and hold Licensor and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the “**Indemnitees**”) harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorneys’ fees) of any kind or character to any person or property, including the property of the Indemnitees (collectively the “**Claims**”, or a “**Claim**”) from or by any unaffiliated third party, Licensee, and/or Licensee’s Agents, arising from or relating to (i) any use of the License Area and/or adjacent areas by Licensee or Licensee’s Agents, (ii) any act or omission of Licensee or any of Licensee’s Agents, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving Licensee or Licensee’s Agents and its or their property on the License Area and/or adjacent areas, (iv) any violation or alleged violation by Licensee or Licensee’s Agents of any law or regulation now or hereafter enacted, (v) the failure of Licensee to maintain the License Area and/or the Improvements in a safe condition, (vi) any loss or theft whatsoever of any property or anything placed or stored by Licensee or Licensee’s Agents on or about the License Area and/or adjacent areas, (vii) any breach by Licensee of its obligations under this Agreement, and (viii) any enforcement by Licensor of any provision of this Agreement and any cost of removing Licensee or Licensee’s Agents or its or their property or equipment from the License Area or restoring the same as provided herein; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by gross negligence or willful

misconduct of the Indemnitees. Licensee, as a material part of the consideration of this Agreement, waives all claims or demands against Licensor and the other Indemnitees for any such loss, damage, or injury of Licensee or Licensee's property. The indemnity provided by Licensee in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

11. Insurance.

11.1. Licensee's Insurance. Licensee will obtain, or cause its contractors to obtain, the following insurance and provide evidence thereof as described below prior to commencement of activities on or relative to the License Area: (i) Workers Compensation Insurance satisfying any statutory limits; (ii) Employers Liability Insurance with coverage and minimum limits of the greater of (a) bodily injury by accident (\$100,000.00 each accident) (\$500,000 policy limit); and (c) bodily injury by disease (\$100,000 each employee); (iii) commercial general liability insurance providing coverage on an occurrence basis with limits of not less than Two Million Dollars (\$2,000,000.00) each occurrence for bodily injury and property damage combined, Two Million Dollars (\$2,000,000.00) annual general aggregate, and Two Million Dollars (\$2,000,000.00) products and completed operations annual aggregate. Licensee's liability insurance policy or policies shall include broad form contractual liability coverage.

11.2. Evidence of Insurance. Before any entry upon Licensor's Property, Licensee will provide evidence of insurance to Licensor by delivering to Licensor a Certificate of Insurance listing Licensor as a Certificate Holder and containing a cancellation clause of the certificate amended to read: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days prior written notice to the certificate holder names to the left." Licensor will be endorsed as an additional insured on such policy.

12. Liens. Licensee shall keep Licensor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Licensee, and shall indemnify, hold harmless and agree to defend Licensor from any liens that may be placed on Licensor's Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Licensee or any of Licensee's Agents. Any such liens must be released of record within thirty (30) days of written notice to Licensee of the existence of such a lien. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

13. Notices. Except as otherwise required by law, any notice, demand or request given in connection with this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, electronic mail, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Licensor or Licensee at the following addresses (or at such other address as Licensor or Licensee or the person receiving copies may designate in writing given in accordance with this Section):

LICENSOR:	The Church of Jesus Christ of Latter-day Saints Attn.: Ireta Ringer [PN 516-9747] 50 East North Temple, 12 th Floor Salt Lake City, Utah 84150
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LICENSEE:	Clarkston Town Attn: Mayor 50 S Main Clarkston, UT 84305
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14. No Public Use/Dedication. Licensor's Property is and shall at all times remain the private property of Licensor. The use of Licensor's Property is permissive and shall be limited to the express purposes contained herein by Licensee. Neither Licensee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to Licensor's Property beyond the express terms and conditions of this Agreement.

15. Miscellaneous.

15.1. **Interpretation.** Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement. The Parties acknowledge and agree that all of the terms and conditions of this Agreement are contractual in nature and shall be interpreted under any applicable law as contractual obligations, and each Party waives any claims or defenses to the contrary.

15.2. **Applicable Law.** This Agreement shall be construed in accordance with and governed by the laws of the Utah.

15.3. **Integration.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provision hereof. Any amendment or modification to this Agreement shall be in writing and signed by authorized agents or officers of the Parties.

15.4. **Waiver.** No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

15.5. **Rights and Remedies.** The rights and remedies of any of the Parties stated herein are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. Each of the Parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as at law or otherwise.

15.6. **Enforceability and Litigation Expenses.** If any action, suit, or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement or if a Party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

15.7. **Authorization.** Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

15.8. Counterparts. The Parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same Agreement. Further, the Parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The Parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no Party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

15.9. Assignment. Licensee may not at any time during this Agreement assign its rights and obligations under this Agreement without the prior written consent of Licensor, which consent may be granted or withheld in Licensor's sole and absolute discretion and for any reason or no reason at all.

15.10. Recording. The Parties agree that this Agreement shall not be recorded nor any memorandum thereof.

[signatures and acknowledgements to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

LICENSOR:

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

By: _____

Name: _____

Its: Authorized Agent

LICENSEE:

CLARKSTON TOWN,
a Utah municipal corporation

By: _____

Name: _____

Its: _____

EXHIBIT A

Depiction of Licensor's Property



EXHIBIT B

Depiction of the License Area

