

## LANDSCAPE LICENSE AGREEMENT

This License Agreement (“License”) is entered into as of \_\_\_\_\_, 2022, by and between the White Horse Homeowners’ Association (the “HOA”) and \_\_\_\_\_, (“Owner”), owner of real property identified as \_\_\_\_\_, Moab, Utah and/or Lot \_\_\_\_ as depicted on the subdivision recorded plat, recorded August 5, 2009 at County Recorder No. 492292 in the Grand County Recorder’s office, Moab, Utah.

WHEREAS the HOA owns Common Area which abuts the Owner’s property as depicted on the attached Exhibit A; said Exhibit A hereby incorporated into and made a part of this License;

WHEREAS the Owner has installed or wishes to install landscaping in, on and throughout that portion of the abutting Common Area as further depicted on the Exhibit A and identified as the Licensed Space;

NOW, THEREFORE, the parties agree as follows:

1. License to Landscape the Licensed Space. Subject to prior written approval by the HOA Landscaping Committee, the HOA hereby grants Owner permission to install such approved landscaping in, on and throughout the Licensed Space. Owner agrees to install the approved landscaping within the Licensed Space in a careful, safe and lawful manner which does not interfere with the use of the surrounding properties. Owner further agrees not to install any landscaping features that impede the right of way and easy accessibility of the Licensed Space by the HOA, including but not limited to shrubs, trees, fencing and large rocks. Owner shall not use or permit the use of the Licensed Space for any other purpose.
2. Owner Obligation to Maintain. Owner, in exchange for this License, agrees to maintain the landscaping so installed. This maintenance obligation shall include, but not be limited to: providing adequate drip irrigation, removal/replacement of dead vegetation, weeding on a regular basis and all other typical landscaping maintenance activities as needed.
3. Expenses. All expenses related to this maintenance obligation shall be borne by Owner, unless otherwise agreed to, in advance, by the HOA.
4. Prohibition from fencing, closing off or expanding the boundaries of the Licensed Space. Owner agrees to refrain from installing any type of fencing, barricade, fence, structure or moveable object of any kind (including but not limited to furniture) within the Licensed Space. Owner further agrees to only conduct permitted activities under this License within those boundaries of the Licensed Space; i.e., limited to landscaping only.
5. Compliance with Rules & Regulations. Owner agrees to comply with all existing and future HOA Rules and Regulations that address or impact the Licensing Space, as well as any applicable federal, state, county rules and regulations.
6. HOA Indemnification. HOA shall not be liable for any personal injury or damage to property which Owner, its guests or invitees may incur through use of the Licensed Space, regardless of the cause thereof. Owner hereby releases HOA from all such liability, it being the intent of the parties that Owner shall maintain adequate insurance to cover any such losses. Owner hereby agrees to defend, indemnify and hold harmless HOA, its officers, and agents from and

against any and all claims, damages, losses, suits, judgments, costs and expenses arising from Owner's use of the Licensed Space.

7. Access. Access by only the HOA is permitted for inspection and access to other Common Areas adjacent to the Licensed Space and maintained by the HOA. Whitehorse Members' access is prohibited in accordance with the rule adopted by the Members on May 29, 2021.
8. Breach and Termination. In the event that the HOA determines that the Owner is in breach of the terms of this License, HOA shall notify Owner, in writing (email or USPS) of the breach and Owner shall have thirty (30) days to remedy said breach. In the event Owner fails to act to remedy said breach within the remedial period, HOA may immediately terminate this License. In the event of such termination, Owner may be required, at Owner's sole expense, to remove the landscaping if the HOA, in its sole subjective discretion, determines that such removal is the appropriate remedy. Failure to remedy or act as directed following termination of this License may result in fines or other such remedies HOA has available under the HOA's governing documents for violations of HOA policies.
9. Assignment. Owner may not assign or sub-license this License without the prior written consent of HOA. As part of any sale to a third party, consent shall be deemed given provided Owner obtains an acknowledgment and acceptance of assignment by the purported buyer as part of the purchase & sale transaction.
10. Owner is not an Agent of the HOA. Owner acknowledges that Owner is a License holder under this License and is not an agent of the HOA when fulfilling Owner's obligations required pursuant to this License.
11. Entire Agreement; Amendment. This License contains the entire agreement of the parties, and no covenants, representatives, inducements or promises, oral or otherwise, not embodied herein, shall be in force or effect. This License may not be modified, nor any of its provisions waived, except by a writing signed by both parties.
12. Governing Law. This License will be governed by and construed in accordance with the law of the State of Utah. The parties' consent to the exclusive jurisdiction of the Grand County, Utah courts for any dispute arising hereunder.

IN WITNESS WHEREOF, the parties hereto have set their hands as of \_\_\_\_\_, \_\_\_\_\_

OWNER:

HOA:

\_\_\_\_\_

\_\_\_\_\_  
Jeff Genender, President  
White Horse Homeowners' Association

