

EAST BLUFF UNIT NO.4 HOMEOWNERS ASSOCIATION

LICENSE AND INDEMNITY AGREEMENT

WHEREAS, THE EAST BLUFF UNIT NO. 4 HOMEOWNERS ASSOCIATION, hereinafter referred to as "LICENSOR", vested with certain rights and obligations of ownership, management and control of property pertaining to Lots 113 and 114 of N.C.W. Neighborhood 3 Unit No. 4 of the East Bluff Unit No. 4 Homeowners Association in the City of San Diego, County of San Diego, State of California, according to Map No. 10688, filed in the office of the County Recorder of San Diego County, California, on July 25, 1983, as File/Page No. 83-254408, and

WHEREAS, LICENSOR, by virtue of and under the authority granted above, is desirous of granting a non-exclusive revocable license to (owner) _____, hereinafter referred to as "LICENSEE", under the terms and conditions set forth hereafter,

NOW THEREFORE, LICENSOR hereby grants and conveys to LICENSEE, a non-exclusive revocable license and right to enter upon and cross over that portion of Licensor's or its membership's real property necessary to gain access to Licensee's exclusive use area as described in Attachment "1" attached hereto and incorporated herein by this reference. Said license shall be for the sole and exclusive purpose of installing (*description of improvement*) _____
_____ at (*location of property*) _____ for no other purpose.

The specific design of the improvement, as licensed, is defined in the diagrams and description attached hereto marked Attachment "2" and incorporated herein by reference. Any improvement made to said property of Licensor, or its membership, not in conformance with the design specification of Attachment "2" will serve to revoke this license.

Licensee acknowledges that the license granted by Licensor is revocable at any time by Licensor, and Licensee specifically agrees that he/she shall dismantle all improvements made as a result of the granting of this license and restore the property of Licensor, or its membership, to the same conditions existing as of the time of the granting of this license within thirty (30) days from receipt of written notice from Licensor that the license has been revoked. For the purpose of this paragraph, Licensor may personally deliver said notice to Licensee at his last known address. All notices mailed to Licensee shall be presumed received by Licensee three (3) days after deposit of notice in the United States mail first class postage prepaid.

As consideration for this license, Licensee agrees to:

1. Repair any damage to property owned by Licensor or its membership, caused by the work to be performed by Licensee pursuant to this license.
2. Insure that no work is conducted except between the hours of 8:00 a.m. and 5:00 p.m. and that no construction work is conducted on Sunday.

3. Comply with Licensor's representative regarding any special conditions which may be incorporated to protect the property of Licensor or its membership for the specific use provided above. All such conditions, if any, shall be attached hereto, marked Attachment "3" and incorporated herein by reference.
4. Provide Licensor with a certificate of insurance naming Licensor as additional primary insured for personal injury and property damage in the minimum amounts of \$100,000 for each such injury or property damage. Evidence of such insurance shall be provided to Licensor prior to undertaking any construction.
5. Cease work pursuant to this license upon written request of Licensor within twenty-four hours of receipt of such request.
6. Indemnify and hold free and harmless, Licensor, its officers, directors, servants, agents, assigns, and employees from any and all obligations, liability, liens, claims, demands, loss damage, costs or causes of action whatsoever, (hereinafter referred to as "Liability") to, or brought by any and all persons including employees of Licensee or Licensor, or to property, in any way, due to or arising out of the work to be done by Licensee, however, the Liability may be caused regardless of responsibility for negligence, or the act of omission to act by Licensee, its agents, servants, employees, invitees, regardless of whether the liability is caused by the conduct or negligence of Licensor including, but not limited to, the following:
 - a) Any loss, damage or expense sustained by Licensor and its membership including reasonable attorney's fees on account of or through the use or misuse of the license herein created or any part thereof by Licensee or by any other person thereon at the invitation, express or implied, of Licensee or by permission of Licensee.
 - b) Any loss, cost, damage, expense, including reasonable attorney's fees, liability, death or property damage sustained at any time by any person or persons arising out of or in consequence of the creating of this license, whether such bodily injury or such property damage is due or claimed to be due to the negligence of Licensee or any other person.

Notwithstanding the foregoing, the Indemnity Agreement created herein shall not apply to, nor purport to indemnify Licensor, its officers, directors, servants, agents, assigns, or employees against any liability arising from the sole negligence or willful misconduct of Licensor for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising under such injury to persons or property.

7. Notify Licensor as soon as the work is completed and agrees to repair and pay for any damage created by said work.
8. Be responsible for all maintenance and repair to improvements installed on property of Licensor or its membership under the terms of this agreement, and be further responsible for paying all sums, debts, and obligations arising from all such maintenance and repairs under the terms of this agreement, and be further responsible for paying all sums, debts, and obligations arising from all such maintenance and repairs.
9. Pay reasonable attorney fees, in addition to other such relief as may be granted, should any litigation be commenced between Licensee and Licensor concerning the provisions of this agreement or breach thereof, should Licensor prevail in such litigations.

Licensee is advised, and by his/her signature below acknowledges, that this agreement when properly executed and notarized may be recorded and made a part of existing title to said property and shall be binding upon all heirs and assigns of Licensee.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement, it is so agreed.

"LICENSEE"

EAST BLUFF UNIT NO. 4
HOA MEMBER-HOMEOWNER

Homeowner (print)

Signature

Date: _____

"LICENSOR"

EAST BLUFF UNIT NO. 4
HOMEOWNERS ASSOCIATION

By: _____
Arch Committee Member (print)

Signature

Date: _____

*To Officially Notarize
The aforementioned License and Indemnity Agreement
See page 7 of this packet*

ATTACHMENT 1

(Attach appropriate document as indicated in the License and Indemnity Agreement)

ATTACHMENT 2

(Attach appropriate document as indicated in the License and Indemnity Agreement)

ATTACHMENT 3

(Attach appropriate document as indicated in the License and Indemnity Agreement)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

personally known to me

(or proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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