

## LICENSE AGREEMENT

This License Agreement (for Existing Improvements) (“**Agreement**”) made effective as of the date of execution hereof by and between ARROWHEAD LAKE ASSOCIATION, a California Non-Profit Corporation, hereinafter referred to as “**Licensor**,” and the undersigned owners of real property in Arrowhead Woods in the County of San Bernardino, State of California, hereinafter described as “**Licensee(s)**,” who are as follows: **XXX**

WHEREAS, **Licensee(s)** is the owner of real property in Arrowhead Woods in the County of San Bernardino, State of California, more particularly known as: **XXX**

WHEREAS, **Licensor** is the owner of the underlying land encompassing Lake Arrowhead, situated in San Bernardino County, California. Additionally, **Licensor** is also the owner of certain real property surrounding Lake Arrowhead more particularly described on Exhibit A attached hereto and made a part hereof by this reference (“**Licensor’s Property**”).

WHEREAS, **Licensee(s)** has requested to install and maintain certain improvements on a small portion of **Licensor’s Property** as more particularly identified on Exhibit B attached hereto and made a part hereof by this reference (“**License Area**”).

WHEREAS, **Licensor** is willing to provide **Licensee(s)** a license over the **License Area** for the specific purpose of installing and maintaining those improvements more particularly identified on Exhibit B (“**Improvements**”), provided, however, that the **Improvements** are limited to and for the uses also identified on Exhibit B (“**Use**”).

WHEREAS, **Licensor** is willing to convey such license subject to the terms and conditions contained herein.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. **Licensor** grants to the **Licensee(s)** a license to install/maintain/repair the **Improvements** over the **License Area** for the specific **Use** identified herein, provided, this **License** is used and maintained by **Licensee(s)**, its successors and assigns, in accordance with and subject to the terms and conditions set forth in this Agreement, the **Licensor’s** Bylaws, rules and regulations, membership rules, or any other of **Licensor’s** governing documents (collectively, “**Governing Documents**”), whether now in effect and hereafter promulgated by **Licensor**.
2. **Licensee(s)** shall, at his or her sole cost, obtain all permits and approvals required by any committee, whether an architectural committee or otherwise, that has jurisdiction over the **Improvements** and/or **License Area**.
3. **Licensee(s)** shall comply, and cause the **License Area** and the **Improvements** to comply with all applicable federal, state and local laws, ordinances, regulations and rules. **Licensee** shall

further comply, and cause the **License Area** and the **Improvements** to comply, with all of **Licensor's Governing Documents**, whether in effect at the time of execution of this License Agreement or promulgated by **Licensor** at some time in the future.

4. **Licensee(s)** shall, at all times, maintain the **License Area**, including all **Improvements** thereon, according to the highest standards of maintenance, repair and upkeep, as the same may be determined from time to time by **Licensor** acting in its sole and absolute discretion. **Licensee(s)** may not make any changes to the **License Area** and/or any other improvements located thereon without the prior written approval of **Licensor** (other than the initial **Improvements** approved herein by this License Agreement). If **Licensee(s)** make unilateral improvements to the **License Area** without obtaining such prior written approval from **Licensor** ("**Unilateral Improvements**") then, in such an event, **Licensor** can remove the **Unilateral Improvements** and/or require **Licensee(s)** to remove said **Unilateral Improvements** or, failing such removal and/or changes acceptable to **Licensor**, **Licensor** can terminate this License Agreement in accordance with paragraph 9 below. The changes to the **License Area** and/or any improvements located thereon requiring the written approval of **Licensor** shall not include the maintenance and repairs specifically described in this paragraph.

5. **Licensee(s)** has relied solely upon **Licensee(s)**'s own independent investigation of the **License Area** and any existing improvements thereon. As an additional consideration for the license herein, **Licensee(s)** agrees to indemnify, defend and hold harmless **Licensor** and its respective Board of Directors, employees, agents, members, and officers from and against any and all claims, liabilities, demands and causes of action of all kinds, including, without limitation, claims of property damage, injury, illness or death, including costs and attorneys' fees in defense of any such claim asserted against **Licensor** or any of the indemnities arising out of or in connection with this License Agreement, the license granted herein, the **Improvements** installed within the **License Area**, the repair and maintenance of the **Improvements** installed within the **License Area**, and/or the **Use of the License Area**.

6. Upon revocation of this License Agreement for any reason, upon demand by the Association, **Licensee(s)** shall, at his or her sole cost and expense, remove all **Improvements** and/or **Unilateral Improvements** constructed upon the **License Area**, unless otherwise agreed to in writing by **Licensor**.

7. The license granted herein is nonexclusive and **Licensor**, its respective Board of Directors, officers, employees and agents may enter and access the **License Area** at any time for whatever purpose **Licensor** deems appropriate. Additionally, members of **Licensor's** association may access the **License Area** for recreational purposes consistent with **Licensor's Governing Documents**.

8. As additional consideration for this License Agreement, **Licensee(s)** use of the **License Area** shall be in compliance with **Licensor's Governing Documents** applicable to **Licensor's Property** now in effect or in affect at any time in the future, as adopted and/or amended from time to time by **Licensor**. In the event that **Licensee(s)**: (a) fails to maintain the **License Area** or the **Improvements** thereon as required by this Agreement; (b) fails to use the **License Area** consistent with the **Use** and/or **Governing Documents**; and/or (c) make any **Unilateral**

**Improvements** in the **License Area** without first obtaining **Licensor's** prior written approval thereon, then in such an event, **Licensor** shall provide written notice identifying the violation and giving **Licensee(s)** a minimum of thirty (30) days to cure such default. In the event **Licensee(s)** fail to cure the default described in such written notice within the applicable time period provided by **Licensor**, then **Licensor** may terminate this License Agreement without further notice by recording a Termination of License which identifies this Agreement, with the County Recorder's Office for the County of San Bernardino, a copy of which shall be thereafter provided to **Licensee(s)**.

9. Any notice to **Licensee(s)** to be given pursuant to this Agreement shall be given to **Licensee(s)** at the address of record on file with **Licensor's** office or to such other address for providing such notices as may, from time to time, be provided by **Licensee(s)** to **Licensor**, in writing, requiring a return receipt acknowledgement that **Licensor** has received same.

10. The parties hereto shall execute, acknowledge and deliver such other documents and instruments as are reasonably necessary to carry out the intent and purposes of this Agreement.

11. All of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties.

12. In the event that any arbitration or other proceeding is instituted to remedy, prevent or obtain relief from a breach of this Agreement, or arising out of a breach of this Agreement, the prevailing party shall recover all of such party's attorneys' fees and costs incurred in each and every such action, suit or other proceeding, including any and all appeals or petitions. As used in this Agreement, attorneys' fees shall be deemed to mean the full and actual cost of any legal services actually performed in connection with the matters involved, calculated on the basis of the usual fees charged by the attorneys performing such services and shall not be limited to "reasonable attorneys' fees" as defined in any statute or rule of court.

13. This Agreement shall in all respects be interpreted, enforced and governed by the laws of the State of California. In the event that this Agreement must be enforced by arbitration or a court of law, the parties hereby agree that the said action shall be arbitrated or tried in San Bernardino County, California.

14. Any claim, controversy or dispute of whatever nature arising out of or concerning this Agreement shall be resolved by final and binding arbitration according to the Judicial Arbitration and Mediation Services (JAMS) Rules of Practice and Procedure then in effect, except that the parties shall be entitled to only such discovery as is permitted by Code of Civil Procedure § 1283.05 and any amendment thereto or successor statutes. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. Should any party refuse or neglect to appear or participate in arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented. The arbitrator is authorized to award any party or parties such sums as he/she shall deem proper for the time, expense, including but not limited to, costs and legal fees, and trouble of arbitration. The arbitration shall be binding on the parties.



**EXHIBIT A**  
**Licensor's Property**

Parcel # and Description

**EXHIBIT B**  
**License Area**

**License Area** – That portion of the ALA Reserve Strip known as Parcel No. **XXX** (APN#), adjacent to Dock Number **Dock#**.

**Improvements** –

1. Access Stairs

**Use** –

1. Access Stairs