

DOC # 2009-0366472

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Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder

When recorded mail to:
Recording Requested By and
When Recorded Mail to:
FIORE, RACOBS & POWERS
6820 Indiana Avenue, Suite 140
Riverside, CA 92506-7202
Attention: Dennis Burke



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Space above for Recorder's Use

LICENSE AGREEMENT

This agreement is entered into by and between the Santa Rosa Ranchos Homeowners Association ("Santa Rosa") and Gavilan Springs Homeowners Association ("Gavilan Springs") with reference to the following:

1. Santa Rosa and Gavilan Springs are each common interest developments comprised of 92 and 111 residential lots, respectively, in the County of Riverside.

2. Gavilan Springs is the owner of various common area lots including lots 47 and 48 of Tract 42484. Santa Rosa is likewise the owner of various common area lots including lot 57 of Tract 14116-1.

48 & 47 / MB 344 / 044

3. There are currently equestrian and related facilities on lots 47 and 48 of Gavilan Springs, which are used from time to time by owners of Santa Rosa; likewise there are equestrian and related facilities on lot 57 of Santa Rosa which are used from time to time by residents of Gavilan Springs.

57 MB 141 / 045

In consideration of the mutual promises, Gavilan Springs and Santa Rosa for themselves and on behalf of their respective members agree:

1. Gavilan Springs grants to Santa Rosa and each of its members a revocable license to enter upon lots 47 and 48 of Gavilan Springs to use the equestrian and related facilities. Santa Rosa grants to Gavilan Springs and each of its members a revocable license to enter upon lot 57 to use the equestrian and related facilities. This license agreement is for equestrian purposes, and the use rights granted hereby extend to equestrian uses and uses reasonably related thereto, such as parking for equestrian events, picnic areas, playground equipment, and services. During the term of this license agreement, each party shall maintain its property so as allow at least the same level and type of equestrian uses to which the properties have been put in recent years.

2. The initial term for this license agreement shall be 180 days, commencing February 1, 2009, and ending July 30, 2009. During this initial 180 day trial period both associations will endeavor to formalize a shared cost agreement addendum for equestrian-related maintenance costs such as trash, electricity, water and tractor work. If such a shared cost agreement cannot be worked out, this will constitute grounds for dissolution of this agreement for cause. During the initial 180

day term, this license agreement can only be terminated for cause. Starting July 31, 2009, this license agreement shall automatically renew for a 1 one year term, and thereafter shall automatically renew for additional one (1) year periods on July 31 of each successive year unless either party has given written notice to the other, at least 90 days prior to the renewal date, of its intent not to renew the license agreement. Once the initial term has expired, Gavilan Springs and Santa Rosa each reserves the right to terminate and revoke the license granted to the other at any time, at the sole discretion of either party and without cause, upon 90 days written notice to the other. In addition, Gavilan Springs and Santa Rosa both reserve the right to terminate the license granted to the other for cause upon forty eight (48) hours written notice to the other. Failure to comply with the provisions of this license agreement shall constitute grounds for termination for cause.

3. In the event this license agreement is terminated, Santa Rosa shall have ninety (90) days from the termination to remove, at Santa Rosa's own expense, Santa Rosa's property (the corals, pens, sheds, equestrian arena improvements and related facilities) from the Gavilan Springs lots. Except in such an instance, the corals, pens, sheds, equestrian arena improvements on the Gavilan Springs lots shall not be removed or relocated without Santa Rosa's consent.

4. Gavilan Springs and Santa Rosa will each endeavor to make the other an additional insured under their respective general liability insurance policies.

5. Nothing herein shall be construed in any way to prohibit the parties from establishing mutually beneficial agreements concerning the use, maintenance, repair, operation, development, or improvement of the respective lots or to enhance the equestrian and other related facilities for the benefit of the members of each association. In connection therewith, Gavilan Springs and Santa Rosa may set up an Arena Committee consisting of members of both Associations.

6. Gavilan Springs and Santa Rosa each specifically agree not to pursue and relinquish any claim of any right, title or interest or any sort whatsoever in the lots and property of the other. Without limiting the foregoing, Gavilan Springs and Santa Rosa release any and all claims of prescriptive easement, adverse possession, implied in law or implied in fact dedication.

7. This agreement shall be recorded with the Riverside County Recorder and shall be binding on the members of each of the Associations to the fullest extent permitted by law.

Gavilan Springs
Homeowners Association

Dated: 10 FEB 2009

Paul A. Lundy
President

Lisa A. Conner
Secretary

[Notary]

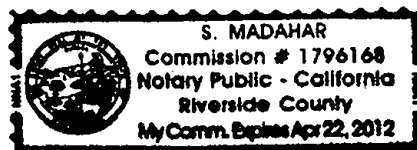
Santa Rosa Ranchos
Homeowners Association

Dated: 2-10-2009

Laurie Shortall
President

Mark J. [Signature]
Secretary

[Notary]



Please California All-Purpose Acknowledgment

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 2/10/2009 before me, S. MADAHAR, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared Fredrick Tredy, Michael H Wagner,
Name(s) of Signer(s)
Laura J Shortall, and Lisa A Camarier

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

S. Madahar

Signature of Notary Public

Place Notary Seal Above

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: _____

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OF SIGNER**

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