

11 20 1990

01981362

90 NOV 20 PM 3: 09

BOOK
5791

PAGE
959

ARDIS W. SCHMITT
EL PASO COUNTY CLERK & RECORDER

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made as of the 8th day of November, 1990, by and between GLENEAGLE HOMEOWNERS ASSOCIATION, INC., a Colorado non-profit corporation (hereinafter referred to as the "Licensor"), and DONALA CLUB VILLAS HOMEOWNERS ASSOCIATION, a Colorado non-profit corporation, (hereinafter referred to as "Licensee"). 20⁰⁰

WHEREAS, the Licensor is the owner of certain real property (hereinafter referred to as "Common Area") which is shown on the recorded plat for:

Gleneagle Townhomes, as recorded in Plat Book T-3 at Page 92, County of El Paso, State of Colorado.

WHEREAS, Licensee is the homeowners association for the adjoining project as shown by the recorded plat for:

Club Villa Townhouses, as recorded in Plat Book X-2 at Page 74, County of El Paso, State of Colorado.

WHEREAS, it has been determined that a roadway and storm drain used by Licensee encroaches for approximately 46 feet onto Common Area owned by Licensor, and this encroachment is shown by Exhibit "A" attached herein and incorporated herein by this reference (hereinafter called the "Roadway"); and

WHEREAS, Licensor has agreed to permit Licensee to continue to encroach upon said Common Area until such time as Licensor desires to reclaim or use the subject property upon which the Licensee's encroachment lies.

NOW, THEREFORE, for and in consideration of the mutual promises, agreements, and covenants set forth herein, the parties hereto agree as follows:

1. Licensor hereby grants a personal license to Licensee to permit the continuation of the encroachment of the Roadway, as it is presently existing and located, for use by Licensee's owners and their family members, guests, contractors, tenants, and invitees (hereinafter called "Road Users") solely for purposes of ingress, egress and drainage purposes.
2. Licensor specifically reserves unto itself, its successors and assigns, a utility and drainage easement on, over, under and through the Roadway.
3. Licensee agrees that no permanent structures or buildings, other than the presently existing road and storm drain, shall be erected, constructed, located or placed upon the Roadway.
4. The license granted herein, and any other rights arising herefrom or otherwise, are personal to Licensee and shall be revocable, non-assignable and purely permissive. This license is granted as an accommodation to Licensee, and it shall be without monetary consideration. Licensee hereby acknowledges the title of Licensor to the Roadway, and Licensee warrants and agrees that it and the Road Users will never assail, resist, or deny such title and will never assert any adverse or possessory claim against Licensor on any basis whatsoever.
5. The license granted herein may be revoked at any time by Licensor, in its sole discretion, upon the giving of thirty (30) days written notice to Licensee. Within such thirty (30) day time period, Licensee shall remove the road and return the Roadway to its pre-existing natural condition. Revocation or termination of this License Agreement shall not affect, impair or modify

11 20 1990

BOOK PAGE
5791 960

Licensee's duties and liabilities under Paragraph 8 hereof, which shall survive.

6. During the term of the license granted herein, Licensee shall maintain the Roadway in a clean and safe condition for the purposes intended and in compliance with all laws and statutes. Licensee shall keep Licensor's property free and clear of any mechanics' or materialmens' liens for labor performed or material furnished at the instance or request of Licensee or anyone claiming under Licensee.

7. The license granted herein shall expire automatically upon the destruction, removal, or abandonment of the presently existing road and storm drain encroaching upon the Common Area.

8. Licensee agrees to defend, indemnify and hold harmless Licensor, together with Licensor's successors, assigns, members and owners, from and against any and all claims, suits, actions, or demands of any kind, including without limitation any expenses, attorneys' fees or costs, arising out of the agreements made herein or Licensee's breach of this License Agreement or Licensee's or Road Users' activities in, on or near the Roadway. Licensee agrees to cause Licensor to be named as an additional insured on Licensee's public liability insurance policy during the existence of the license herein granted, with right to receive 10 days' notice of cancellation; the failure to maintain such insurance in force shall be grounds for immediate termination of this license by Licensor. Licensee shall furnish annual insurance certificates during the existence of this License Agreement.

9. This License Agreement shall constitute the entire agreement of the parties hereto regarding the subject matter hereof, and no representations, statement or agreements, except expressed herein, shall be binding. This License, including this provision, may not be amended or modified except by a written document signed by both parties hereto.

IN WITNESS WHEREOF, this License Agreement has been executed as of the day and year first above written in Colorado Springs, Colorado.

GLENEAGLE HOMEOWNERS ASSOCIATION, INC.,
a Colorado non-profit corporation

By: Jim McLean, President

ATTEST:

Ellen S. Bohman Secretary

DONALD CLUB VILLAS HOMEOWNERS
ASSOCIATION, a Colorado non-profit
corporation

By: Alan E. Brooker, Pres.

ATTEST:

L. J. Mike Stawson

Address for Notice:
14415 B CLUB VILLAS DR
COLO. SPRS., CO 80921

11 20 1990

BOOK PAGE
5791 961

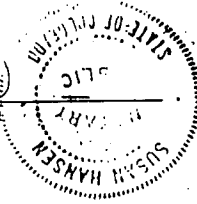
STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 8th day of November, 1990, by Leon McLean and Ellen Bohlman as President and Secretary respectively of Gleneagle Homeowners Association, Inc., a Colorado non-profit corporation.

Witness my hand and official seal.

My commission expires: August 17, 1992

Susan Hansen
Notary Public



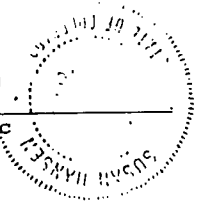
STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 8th day of November, 1990, by Alan E. Brooker and L. J. (Dick) Warson as President and Secretary respectively of Donala Club Villas Homeowners Association, a Colorado non-profit corporation.

Witness my hand and official seal.

My commission expires: August 17, 1992

Susan Hansen
Notary Public



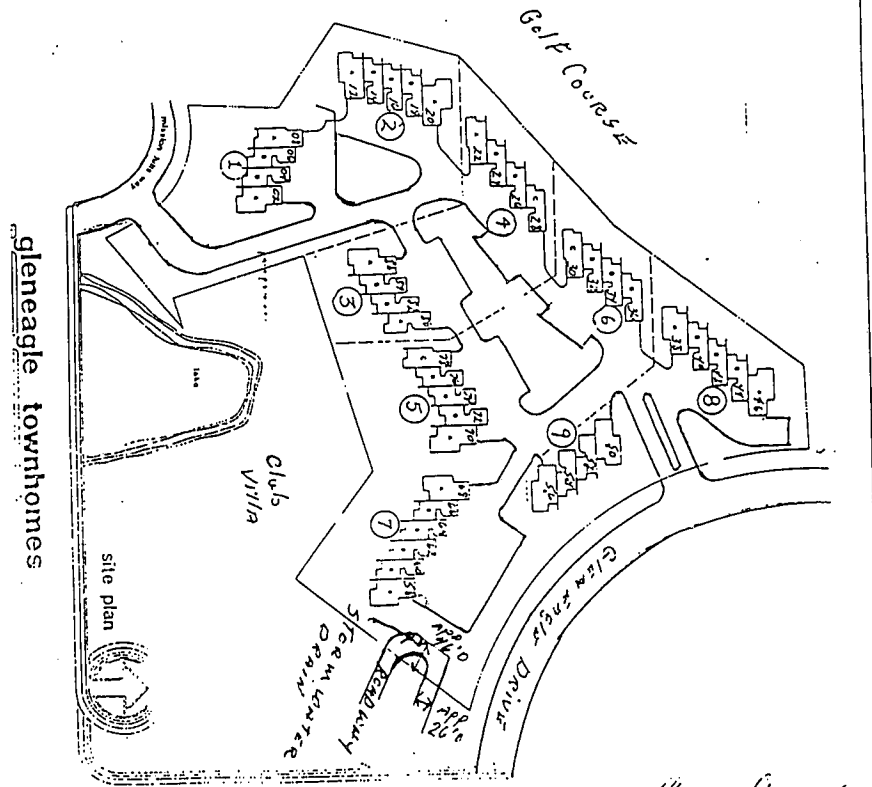


Exhibit "A"

Prio. Gleneagle
 Townhomes & M.
 OAB.
 DR. DEVA