

LICENSE AGREEMENT

This License Agreement is made and entered into this 31 day of October 2006, by and between Red Ridge Property Owners Association, a Colorado non-profit corporation ("RRPOA"), Falls Creek Ranch Association, Inc., a Colorado non-profit corporation ("FCRHOA"), First Baptist Church of Durango ("FBCD"). (In this Agreement the party being granted the license shall be referred to as the "Licensee," and the party granting the license shall be referred to as the "Licensor.")

In consideration of the mutual covenants and stipulations herein expressed, the parties hereto agree as follows:

1. Grant and Purpose of License. RRPHOA, FCRHOA, FBCD grant to each other a revocable license to use, subject to the terms and conditions hereinafter expressed, each other's existing roads for emergency exit purposes only. The use of each other's road for non-emergency use is prohibited. FCRHOA further grants a license to RRPHOA for the purpose of cutting fire-damaged trees on the FCRHOA property adjacent to RRPHOA property. (*see addendum*)

2. No Monetary Consideration. The licenses granted under this Agreement are an accommodation to Licensee and shall be without monetary consideration.

3. No Interest in Real Property. Licensee acknowledges that this Agreement does not convey title or any other interest in Licensor's real property, and Licensee agrees never to assail, resist, claim, or deny such title of the real property of Licensor.

4. License Not Exclusive. The license granted to Licensee is not exclusive, and Licensee acknowledges that Licensor shall have the right to use its roads for its own purposes, and to permit others to use its roads.

5. Indemnification. Licensee shall exercise its privileges granted hereunder at its own risk, and Licensee shall indemnify Licensor against all liability for damages, costs, losses, and expenses resulting from, arising out of, or in any way connected with, the occupation, or use of the license by Licensee, its members, agents, employees, invitees, or guests. Licensor shall not be liable to Licensee if Licensee's use of the license shall be hindered or disturbed without fault on the part of Licensor.

6. Security and Maintenance. FCRHOA shall install and maintain the gate between the RRPHOA property and the FCRHOA property. FCRHOA with the approval of RRPHOA shall secure the gate. FCRHOA shall maintain the access from its property to the existing RRPHOA road.

7. No Liens. Licensee shall keep Licensor's property free and clear of any mechanic's or materialmen's liens for labor performed or material furnished at the instance or request of Licensee or anyone claiming under Licensee.

8. License Not Assignable. Licensee's privileges hereunder are personal in nature and shall not be assignable by Licensee in whole or in part.

9. Termination. The licenses shall terminate upon the completion of the purposes for which this license is granted or, in the discretion of Licensor, upon written notice to Licensee.

EXECUTED the date first above written.

Red Ridge Property Owners Association

Falls Creek Ranch Association, Inc.

By: Robert Blaw

By: [Signature]

Its: Manager

Its: President

First Baptist Church of Durango

By: [Signature]

Its: Chair Advisory Board

ADDENDUM

- A. Cutting of fire-damaged trees on property owned by FCRHOA to be done with the notification of the Falls Creek Ranch Common Property Committee and at the sole expense of RRHOA. Further, RRHOA shall indemnify FCRHOA against any damage, loss or injury occurring in connection with said tree cutting.

[Signature]

[Signature]
