

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License") is entered into this 22<sup>nd</sup> day of February, 2008 by and between Hidden Mine Ranch Owners Association, Inc. ("HMROA") and Hidden Mine Ranch, LLC ("HMR") (each individually a "Grantor" and collectively "Grantors"), and Whetstone Mountain Ranch Owners Association, Inc. ("WMROA" or "Grantee") (all collectively referred to herein as a "Party" or the "Parties").

WHEREAS Grantors own or will own certain real property located in Gunnison County, Colorado, which real property is more particularly described in Exhibit A attached hereto and incorporated herein by reference ("Grantors' Property").

WHEREAS pursuant to the Declaration of Covenants of Whetstone Mountain Ranch, as amended, Grantee is the common interest association representing the owners of ranches located within that development.

WHEREAS Grantors, Grantee, and Smith Ranch, LLC have entered into that certain Mutual Release and Settlement Agreement dated the 22<sup>nd</sup> day of February, 2008 (the "Settlement Agreement") pursuant to which Grantors have agreed to permit certain recreational access to designated areas within Grantors' Property.

WHEREAS the Parties desire to memorialize herein the terms on which such recreational access will be permitted, and to provide the Parties and their successors/assigns a clear and concise statement of the parties intent to create a harmonious and mutually beneficial living arrangement.

NOW, THEREFORE, in consideration of the mutual promises and recitals stated above, which all Parties agree are accurate and complete, the agreements, promises and warranties set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Parties agree as follows:

### **1. Recreational Access.**

a. Grantors hereby grant to WMROA, its members, ranch owners, residents, and guests when accompanied by such members, ranch owners and/or residents (collectively referred to herein as the "Licensees"), a nonexclusive, revocable license to access recreational areas, also known as common areas, on Grantors' Property as such recreational areas, also known as common areas, are designated by Grantors from time to time. Such access shall be permitted on the same terms as permitted for HMR, HMROA and its members, owners, and guests pursuant to the Declaration of Covenants of HMROA as the same may be amended from time to time. Said recreational access areas, also known as common areas, shall always consist of at least the open space and currently platted recreational easements of the Hidden Mine Ranch development, as set forth on Sheet 3 of the attached Exhibit A. However, the access provided to WMROA, its members, ranch owners, residents and guests shall not include the use of the cabins located on the open space. Such access provided to WMROA shall be limited to the owners and



guests of the nine (9) parcels of WMROA as of the date of this Agreement and as shown on the plat of WMROA, attached as Exhibit B. If there is an increase in the number of parcels that encompass the WMROA, its successors, heirs or assigns property subsequent to the date of this Agreement, the owners and guests of such newly created parcels shall not have the right to access HMR's recreational/common areas.

b. Notwithstanding the aforementioned possibility of amendment, Grantors agree that the license for such recreational access shall always include access to Grantors' open space areas and currently platted recreational easements, as set forth on Sheet 3 of the attached Exhibit A, and access up to and including the National Forest boundary immediately adjacent to Grantors' Property and to any and all the lakes near such National Forest boundary.

c. Such recreational access specifically includes, but is not limited to, pedestrian, equine, bicycle, and motorized access using personal all-terrain vehicles (ATVs), motorcycles, snowmobiles, and four-wheel drive vehicles operated along approved trails on Grantors' Property. As of the date of this License, the approved trails are only those depicted on Sheet 3 of the attached Exhibit A which is attached hereto and incorporated herein by reference. Grantors shall be solely responsible for determining which trails constitute approved trails. Grantor shall ensure that there are always approved trails to effectuate the purpose of this License.

d. Licensees shall not have any right to make or construct improvements to or upon any portion of Grantors' Property or to store, for any period, motorized vehicles or other equipment or personal property of any kind on Grantors' Property. Grantors shall have the right to remove any such improvements, motorized vehicles, equipment or other personal property at any time without liability to Grantors.

e. This License may not be assigned to any other party without Grantors' prior, express, written authorization.

f. The access provided under this Section 1 to WMROA, its members, ranch owners, residents, guests, successors, heirs and assigns shall not include any area located within one hundred feet (100') of any dwelling owned by an HMROA member. This limitation shall not serve to limit access to any and all ponds located on the open space easement.

## **2. Waiver and Release; Indemnification.**

a. WMROA, for itself, its members, ranch owners, residents, and their guests, hereby forever relinquishes, waives, and releases Grantors, and their respective members, owners, residents, agents, representatives, successors, assigns, and guests from any and all claims and causes of action for personal injury, property damage or loss, or death, however caused, resulting from or related in any way to Licensees' recreational access to and upon Grantors' Property and/or Licensees' activities on Grantors' Property.



b. Such waiver and release specifically includes, but is not limited to, any and all claims related to or arising from (1) the negligence of Grantors or either of them, or of Grantors' agents, representatives, officers, directors, employees, members, owners, successors, or assigns; (2) any failure to perform maintenance or inspection or to supervise or control facilities or activities located or conducted on Grantors' Property; and (3) any failure to warn of dangerous conditions existing in, on, or at Grantors' Property including but not limited to natural conditions or risks posed by domestic animals or wildlife.

c. WMROA hereby agrees that if any claims or causes of action relating to or arising from the recreational access granted herein are asserted against Grantors or either of them, then WMROA shall defend, indemnify, and hold harmless Grantors from such claims or causes of action and all losses, damages and liabilities relating thereto, including reasonable attorney fees, costs, and expenses to defend.

d. Licensees expressly acknowledge and agree that the foregoing waiver, release, and indemnification provisions are intended to be as broad and inclusive as permitted by the laws of the State of Colorado.

**3. No Representations or Warranties by Grantors; Assumption of the Risk.**

a. Grantors do not make and hereby specifically disclaim any representations of warranties that Grantors' Property or any portion thereof of location thereon are suited or suitable for the recreational activities Licensees may undertake on Grantors' Property pursuant to this License.

b. Licensees hereby assume any and all risks associated with his, her, or their recreational access to and upon Grantors' Property and/or his, her, or their activities on Grantors' Property.

**4. Duty to Inform.** WMROA hereby agrees that it shall take appropriate steps to inform its ranch owners, members, residents, guests and any other Licensees of the terms of this License and shall take appropriate steps to ensure each of them complies with the terms of this License.

**5. Damages to Grantors' Property.** In the event of any damage to Grantors' Property or improvements located thereon, including any physical damage to trees, trails, paths and landscaping, which damage is the result of Licensees' actions or inactions on Grantors' Property, WMROA shall restore, replace, and repair the same to the condition existing prior to such damage or shall reimburse Grantors for the reasonable costs of restoring, replacing, or repairing the same to the condition existing prior to such damage. Notwithstanding the foregoing, WMROA shall not be responsible for damage to Grantors' Property or improvements located thereon resulting from ordinary use in the exercise of reasonable caution and care, and from normal wear and tear.

**6. Term.** This License shall remain in effect until terminated in a writing signed by the owner of Grantors' Property at the time of termination and by WMROA. Such writing shall



have the effect of terminating all rights and obligations of all Parties hereto and of all Licensees regardless of whether such Licensee is a Party and regardless of whether such Licensee has previously relied upon such recreational access for any reason. Unless otherwise agreed by the Parties or their successors-in-interest, there are not other bases for termination of this License.

7. **Miscellaneous.**

a. The undersigned represents and warrants that he or she has full authority to execute this License on behalf of the entities for which he or she is signing and to bind such entities hereby.

b. The Parties represent that each has had the opportunity to consult with legal counsel in connection with this License and fully understands the contents hereof.

c. Each provision contained in this License shall be independent and severable from all other provisions contained herein, and the invalidity of any such provision shall in no way affect the enforceability of any other provision.

d. This License shall be governed by Colorado law without regard to its conflicts of law principles, and any actions brought to enforce this License or otherwise related to it shall be brought in the District Court for Gunnison County, Colorado.

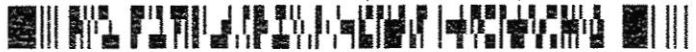
e. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, assigns, and legal representatives.

f. All notices given hereunder shall be in writing and signed by a duly authorized representative of the party making the same. All notices shall be deemed given when delivered personally, or three (3) days after deposit of the same in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

If to Hidden Mine Ranch Owners Association:  
Attn: Mike Higgins  
P.O. Box 3642  
Crested Butte, CO 81224

If to Hidden Mine Ranch:  
Attn: Mike Higgins  
P.O. Box 3642  
Crested Butte, CO 81224

If to Whetstone Mountain Ranch Owners Association:  
Attn: Ted Colvin  
P.O. Box 549  
214 6th Street  
Crested Butte, CO 81224



- g. This License may only be amended in a writing signed by all Parties hereto.
- h. Nothing contained herein shall be deemed a gift or dedication of any portion of Grantors' Property to or for the benefit of the general public or for any public purposes whatsoever.
- i. This License may be signed in multiple counterparts, and facsimile or other electronic signatures are acceptable and shall be deemed originals for purposes of enforcement hereof.



IN WITNESS WHEREOF, the Parties have executed this License as of the date first written above.

**HIDDEN MINE RANCH OWNERS  
ASSOCIATION, INC.**

By: *Will Duggin*  
Its: *Declarant*

**WHETSTONE MOUNTAIN RANCH  
OWNERS ASSOCIATION, INC.**

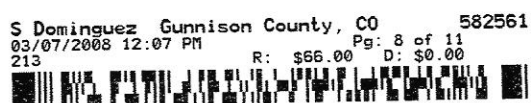
By: *[Signature]*  
Its: *UP 250*

**HIDDEN MINE RANCH, LLC**

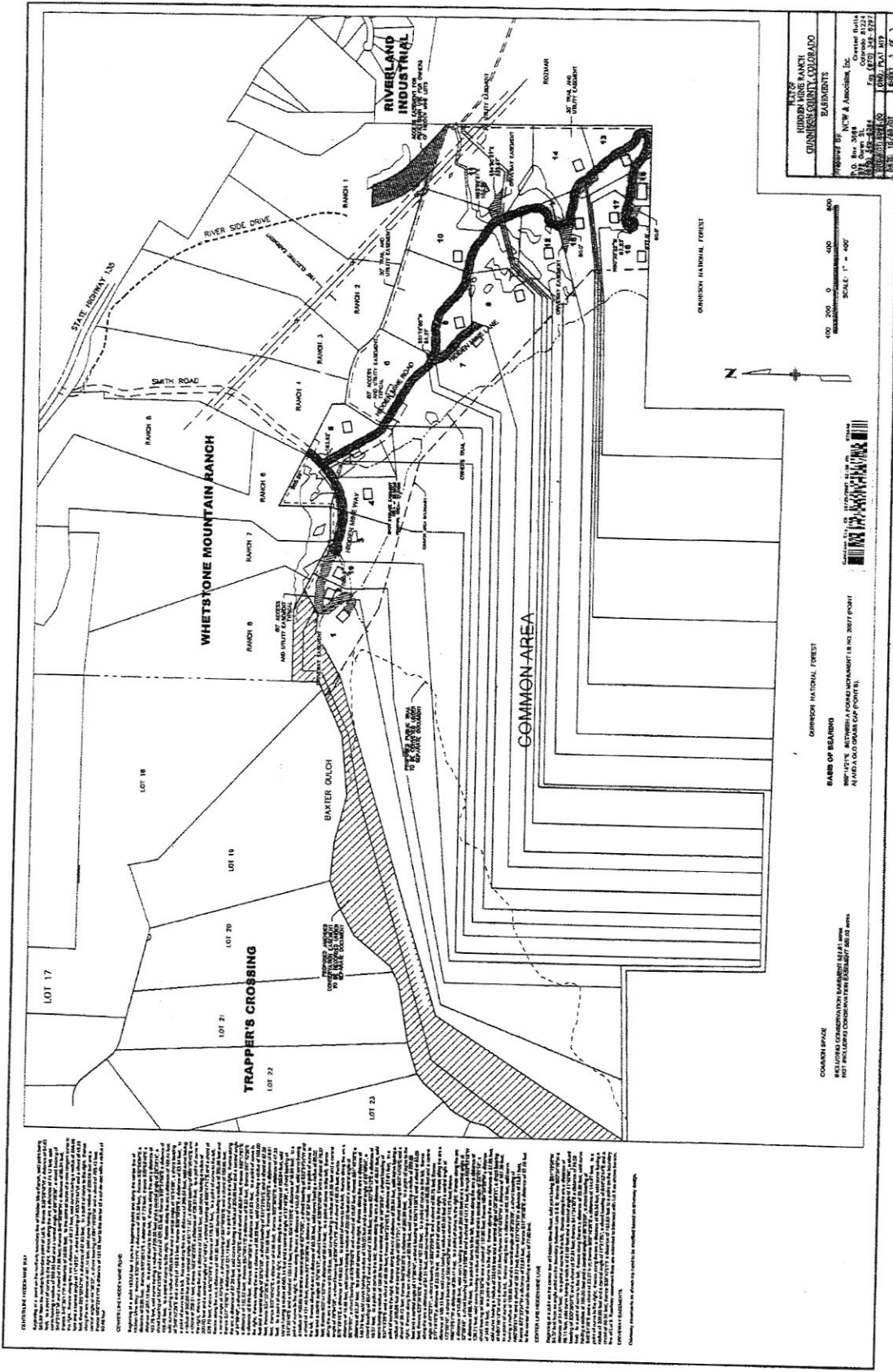
By: *Will Duggin*  
Its: *Manager*











*E 1/2 SEC. 11 & W 1/2 SEC. 12, T14S, R86W, 6th P.M.*

### ATTORNEY'S OPINION

Notary Public

Thomas H. Raynes, (Attorney-at-Law  
Supreme Court Registration No. 2335)

James M. Rutledge  
County Clerk



100



3-23-01

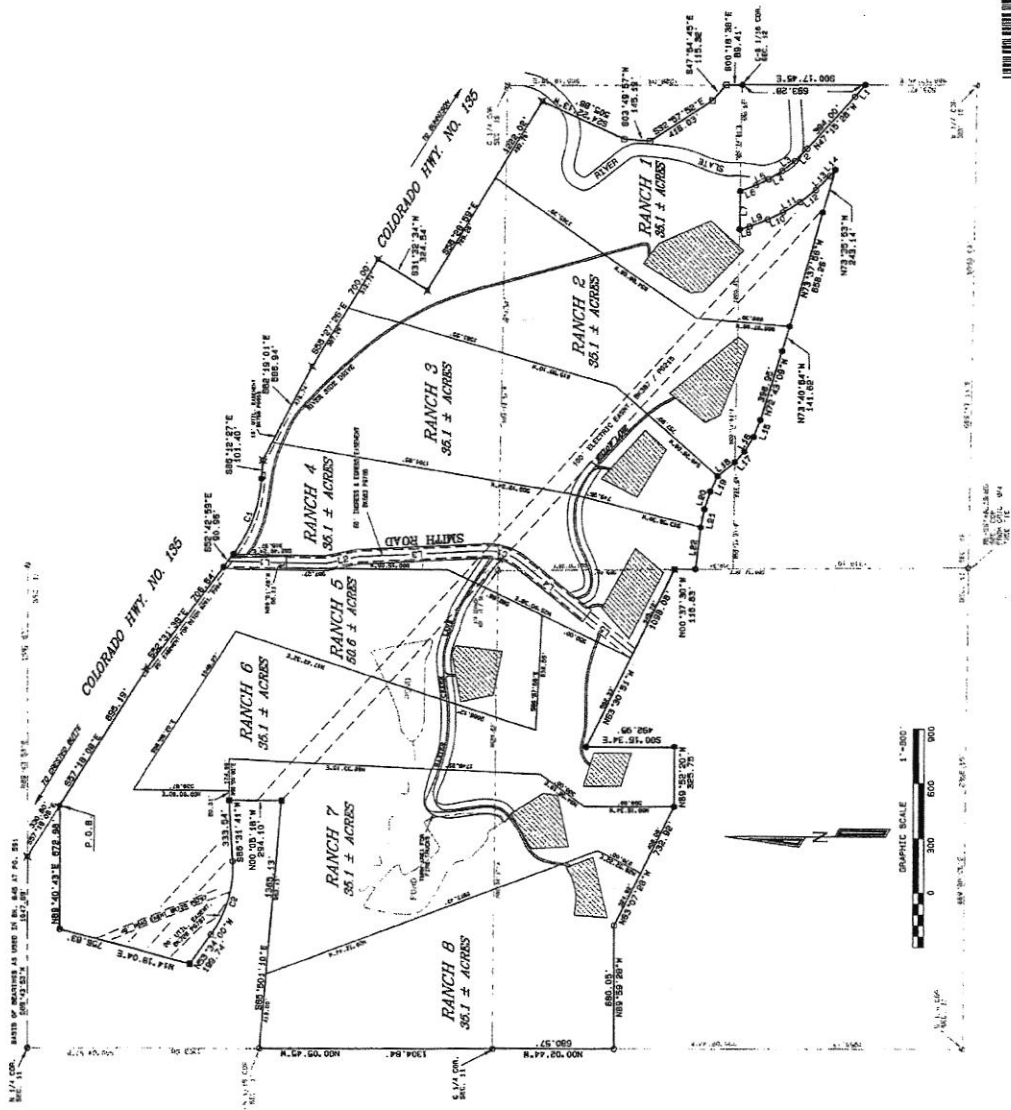
NOTICE: According to Colorado law you must commence any legal action based upon any defect in the survey within three years after you first discover such defect. In no event may any action based upon and defect in this survey be commenced more than ten years from the date of the certification / statement shown hereon.

| Project No. | Model | Date | Author | Sheet | of   |
|-------------|-------|------|--------|-------|------|
| 1000        | 1000  | 1000 | 1000   | 1000  | 1000 |

B

[illegible]

WHEATSTONE MOUNTAIN RANCH  
E 1/2 SEC. 11 & W 1/2 SEC. 12, T14S, R86W, 6th P.M.



**LEGEND**

- U.S.S.C. DRINK CAP
- PD. 1 1/2" SQUARE TRON BAR
- NO. 877C, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 82

| EXTERIOR BOUNDARY |           |         |       |            |        |
|-------------------|-----------|---------|-------|------------|--------|
| L/C               | SELA      | BAWTER  | AGE   | CH. BRS.   | CHDO   |
| L1                | 31.52.18" | 780.38" | 40.31 | 33.51.05"  | 440.05 |
| L2                |           |         | 97.50 | 34.52.38"  | 446.05 |
| L3                |           |         | 96.50 | 35.53.18"  | 447.05 |
| L4                |           |         | 95.50 | 36.54.03"  | 448.05 |
| L5                |           |         | 94.50 | 37.54.53"  | 449.05 |
| L6                |           |         | 93.50 | 38.55.43"  | 450.05 |
| L7                |           |         | 92.50 | 39.56.38"  | 451.05 |
| L8                |           |         | 91.50 | 40.57.33"  | 452.05 |
| L9                |           |         | 90.50 | 41.58.28"  | 453.05 |
| L10               |           |         | 89.50 | 42.59.23"  | 454.05 |
| L11               |           |         | 88.50 | 43.60.18"  | 455.05 |
| L12               |           |         | 87.50 | 44.61.13"  | 456.05 |
| L13               |           |         | 86.50 | 45.62.08"  | 457.05 |
| L14               |           |         | 85.50 | 46.63.03"  | 458.05 |
| L15               |           |         | 84.50 | 47.63.58"  | 459.05 |
| L16               |           |         | 83.50 | 48.64.53"  | 460.05 |
| L17               |           |         | 82.50 | 49.65.48"  | 461.05 |
| L18               |           |         | 81.50 | 50.66.43"  | 462.05 |
| L19               |           |         | 80.50 | 51.67.38"  | 463.05 |
| L20               |           |         | 79.50 | 52.68.33"  | 464.05 |
| L21               |           |         | 78.50 | 53.69.28"  | 465.05 |
| L22               |           |         | 77.50 | 54.70.23"  | 466.05 |
| L23               |           |         | 76.50 | 55.71.18"  | 467.05 |
| L24               |           |         | 75.50 | 56.72.13"  | 468.05 |
| L25               |           |         | 74.50 | 57.73.08"  | 469.05 |
| L26               |           |         | 73.50 | 58.74.03"  | 470.05 |
| L27               |           |         | 72.50 | 59.74.98"  | 471.05 |
| L28               |           |         | 71.50 | 60.75.93"  | 472.05 |
| L29               |           |         | 70.50 | 61.76.88"  | 473.05 |
| L30               |           |         | 69.50 | 62.77.83"  | 474.05 |
| L31               |           |         | 68.50 | 63.78.78"  | 475.05 |
| L32               |           |         | 67.50 | 64.79.73"  | 476.05 |
| L33               |           |         | 66.50 | 65.80.68"  | 477.05 |
| L34               |           |         | 65.50 | 66.81.63"  | 478.05 |
| L35               |           |         | 64.50 | 67.82.58"  | 479.05 |
| L36               |           |         | 63.50 | 68.83.53"  | 480.05 |
| L37               |           |         | 62.50 | 69.84.48"  | 481.05 |
| L38               |           |         | 61.50 | 70.85.43"  | 482.05 |
| L39               |           |         | 60.50 | 71.86.38"  | 483.05 |
| L40               |           |         | 59.50 | 72.87.33"  | 484.05 |
| L41               |           |         | 58.50 | 73.88.28"  | 485.05 |
| L42               |           |         | 57.50 | 74.89.23"  | 486.05 |
| L43               |           |         | 56.50 | 75.90.18"  | 487.05 |
| L44               |           |         | 55.50 | 76.91.13"  | 488.05 |
| L45               |           |         | 54.50 | 77.92.08"  | 489.05 |
| L46               |           |         | 53.50 | 78.93.03"  | 490.05 |
| L47               |           |         | 52.50 | 79.93.98"  | 491.05 |
| L48               |           |         | 51.50 | 80.94.93"  | 492.05 |
| L49               |           |         | 50.50 | 81.95.88"  | 493.05 |
| L50               |           |         | 49.50 | 82.96.83"  | 494.05 |
| L51               |           |         | 48.50 | 83.97.78"  | 495.05 |
| L52               |           |         | 47.50 | 84.98.73"  | 496.05 |
| L53               |           |         | 46.50 | 85.99.68"  | 497.05 |
| L54               |           |         | 45.50 | 87.00.63"  | 498.05 |
| L55               |           |         | 44.50 | 88.01.58"  | 499.05 |
| L56               |           |         | 43.50 | 89.02.53"  | 500.05 |
| L57               |           |         | 42.50 | 90.03.48"  | 501.05 |
| L58               |           |         | 41.50 | 91.04.43"  | 502.05 |
| L59               |           |         | 40.50 | 92.05.38"  | 503.05 |
| L60               |           |         | 39.50 | 93.06.33"  | 504.05 |
| L61               |           |         | 38.50 | 94.07.28"  | 505.05 |
| L62               |           |         | 37.50 | 95.08.23"  | 506.05 |
| L63               |           |         | 36.50 | 96.09.18"  | 507.05 |
| L64               |           |         | 35.50 | 97.10.13"  | 508.05 |
| L65               |           |         | 34.50 | 98.11.08"  | 509.05 |
| L66               |           |         | 33.50 | 99.12.03"  | 510.05 |
| L67               |           |         | 32.50 | 100.12.98" | 511.05 |
| L68               |           |         | 31.50 | 101.13.93" | 512.05 |
| L69               |           |         | 30.50 | 102.14.88" | 513.05 |
| L70               |           |         | 29.50 | 103.15.83" | 514.05 |
| L71               |           |         | 28.50 | 104.16.78" | 515.05 |
| L72               |           |         | 27.50 | 105.17.73" | 516.05 |
| L73               |           |         | 26.50 | 106.18.68" | 517.05 |
|                   |           |         |       |            |        |

| L/C | DELTA    | RADIUS | ASC    | CH     | BRG   | CHORD  |
|-----|----------|--------|--------|--------|-------|--------|
| L1  |          |        | 555.72 | 500.39 | 10.19 |        |
| L2  |          |        | 174.48 | 512.00 | 57.6  |        |
| L3  |          |        | 75.97  | 516.49 | 30.6  |        |
| L4  | 40.33.13 | 300.00 | 218.34 | 516.17 | 35.9  | R27.93 |
| L5  |          |        | 415.54 | 538.20 | 57.9  |        |
| L6  |          |        | 390.78 | 538.20 | 57.9  |        |

**WHEATSTONE MOUNTAIN RANCH**  
LOCATED IN THE  
E 1/2 SEC. 11 & W 1/2 SEC. 12, T14S, R66W, 6th P.M.  
**D H SURVEYS INC.**  
118 OURAY AVE. - GRAND JUNCTION, CO.  
(303) 246-8240

S Dominguez Gunnison County, CO 582561  
03/07/2008 12:07 PM Pg: 11 of 11  
R: \$65.00 D: \$0.00  
213

18276 64/38/2001 81.519 303  
of 2 8 28.59 D 6.60 N 0.09 Outmission County

213 R: \$65.00 D: \$0.00