

LICENSE AGREEMENT

THIS AGREEMENT is made this 12th day of October, 1986, by and between ODD FELLOWS SIERRA RECREATION ASSOCIATION, a California corporation ("LICENSOR"), and ODD FELLOWS SIERRA HOMEOWNERS' ASSOCIATION, a California nonprofit corporation ("LICENSEE").

WHEREAS, LICENSOR is the owner of certain real property in the County of Tuolumne consisting of approximately four hundred (400) acres as more particularly described on Exhibit A hereto; and

WHEREAS, LICENSEE is a homeowners association organized and existing for the mutual benefit of for some or all of the owners of the lots in the subdivisions located in Tuolumne County as more particularly described in Exhibit B hereto; and

WHEREAS, LICENSEE desires to obtain for its members and their family, renters, and guests permission to perform certain acts upon LICENSOR's property;

NOW, THEREFORE, the parties hereto agree as follows:

1. LICENSOR grants to LICENSEE permission to use all private roads on its property for access purposes and the remainder of its property, except as hereinafter limited, for recreational purposes, including such activities as fishing (for persons under age sixteen (16)), camping, water sports, hiking, speelunking, horseback riding, rock collecting, sightseeing, picnicing, nature studying, nature contacting, recreational gardening, gleaning, and viewing or enjoying historical, archeological, scenic, natural, or scientific sights.

2. LICENSOR agrees to leave the heretofore undeveloped portions of its property in its natural state, LICENSOR's reasonable logging operations, mining, oil and gas extraction, and recreational development excepted.

3. LICENSOR may, from time to time, adopt rules and regulations pertaining to the use of its property by LICENSEE's members

for access and recreational purposes and may exclude LICENSEE's members at any given time from no more than twenty-five percent (25%) of its property to enable it to conduct logging operations.

4. LICENSOR agrees to repair and maintain at its expense all existing roads on its property which are reasonably necessary for access by LICENSEE's members to their properties and to LICENSOR's property for recreational purposes. As soon as reasonably practicable following the end of each calendar year, LICENSOR shall notify LICENSEE of the amounts so expended by it during that calendar year for repair and maintenance of roads providing direct access to the properties owned by LICENSEE's members. LICENSEE shall reimburse LICENSOR within ninety (90) days thereafter.

5. LICENSEE agrees on behalf of its members that LICENSOR shall have no greater duty of care to keep that portion of its property used for recreational purposes safe for entry or use or to give any more warnings of hazardous conditions, uses of, structures, or activities on its property than would a landowner who gives permission without consideration (other than by license) for another to use his property for recreational purposes under the provisions of California Civil Code section 846.

6. The term of this Agreement shall be twenty-five (25) years from the date hereof and shall be binding on the parties hereto and on their successors in interest.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

LICENSOR:

ODD FELLOWS SIERRA RECREATION
ASSOCIATION

By: *Don L. Johnson*
Title: *President*

LICENSEE:

ODD FELLOWS SIERRA HOMEOWNERS
ASSOCIATION

By: *W. Walker*
Title: *Secretary*