TEMPORARY ACCESS AGREEMENT

THIS TEMPORARY ACCESS AGREEMENT (“Agreement”) is made and entered into this 1st day of November, 2015, by and between the ANDREW WOMMACK MINISTRIES, INC. DBA CHARIS BIBLE COLLEGE (hereinafter, the “Grantor”), and WESTWOOD LAKES PROPERTY OWNERS ASSOCIATION (hereinafter, the “Grantee”).

That, for and in consideration of an annual payment of One Dollar ($1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and the keeping and the performance of the covenants and agreements hereinafter expressed, Grantor grants to Grantee a non-exclusive license for temporary access to cross the Grantor’s property (hereinafter, the “Property”) located in the County of Teller, State of Colorado, as set forth in the attached Exhibit 1, CBC survey drawing of the Property Access Trail Path with black marking of the trail,

subject to the covenants and agreements hereinafter expressed, so that the members of Westwood Lakes Property Owners Association and their families and guests may have access to the Property for the sole purpose of using the Property to cross to and from the National Forest adjacent to the Property for the term beginning November 1, 2015, and ending October 31, 2016. Grantor may also mark the trail with trail markings such as colored plastic tape and Grantee agrees its members shall stay within trail markings when crossing the Property.

A. GRANTOR AND GRANTEE MUTUALLY EXPRESSLY COVENANT AND AGREE:

1. This Agreement will automatically renew from year to year unless not renewed by Grantor or Grantee at the end of any contract year, or upon 30 days written notice by either party.

2. This grant of Access is subject to any and all previously granted easements, rights-of-way, licenses and conveyances, recorded or unrecorded. It is Grantee’s sole responsibility to determine the existence of any rights, uses or installations conflicting with Grantee’s use of the Property hereunder. Grantee agrees to not interfere with any use in Property by any other party under a previous grant. Grantee understands and agrees that Grantor makes no representations concerning ownership of nor warrants title to any of the
Property. To the extent that this grant of access may encroach on lands not owned or controlled by Grantor, Grantee assumes all responsibility for any such encroachment.

3. Grantor and Grantee agree that this Agreement including all exhibits, supersedes any and all prior written or oral agreements, and there are no covenants or agreements between the parties except as set forth herein with respect to the use of the Property by Grantee. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent amendment hereto shall have any force or effect unless embodied in a written agreement executed and approved by the Parties hereto.

4. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants shall apply to and run with the land unless otherwise specifically noted.

5. Any notice required or permitted by this Agreement may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail with sufficient postage attached thereto:

**Grantor:**
Andrew Wommack Ministries, Inc. 
dba Charis Bible College
Address: 800 Gospel Truth Way 
Woodland Park, CO 80863

**Grantee:**
Westwood Lakes Property Owners Assn.
Address: 134 Piney Point Lane 
Woodland Park, CO 80863

Notice of change of address shall be treated as any other notice.

6. This Agreement shall be governed by the laws of the State of Colorado.
B. GRANTOR EXPRESSLY COVENANTS:

1. Grantee and Grantee’s agents, assigns and successors shall have access at all times subject to this Agreement, and subject to Grantor’s security policies and procedures, to the Property for the purposes set forth herein.

C. GRANTEE EXPRESSLY COVENANTS:

1. Grantor shall have, during the continuance of this Agreement, the right to use the Property for any purposes, provided such use does not materially interfere with the license granted herein.

2. Grantee covenants to limit the use of the Property for pedestrian crossing to the National Forest and back to Westwood Lakes subdivision. This Agreement is solely for pedestrian use of the Property and does not include the use of any motorized vehicles on the Property, which are strictly prohibited.

3. In the event Grantor shall, in the future, wish to grant easements or rights-of-way which encroach upon the license granted herein, Grantee expressly agrees and covenants it will consent to and not object to any such easements or rights-of-way.

4. Grantee shall make no improvements on the Property. In the event of termination, Grantee, at its expense, shall, upon written request by Grantor, remove all improvements constructed by Grantee from the Property within ninety (90) days of termination and restore the Property as nearly as is practicable to the condition of the land existing immediately prior to Grantee's first use. In the event that Grantee does not remove the improvements within such 90-day period, **Grantor shall have the option to either 1) remove the improvements and restore the Property to its prior condition and bill the Grantee for the cost of removal and restoration, or 2) consider such improvements shall be considered abandoned and the improvements shall become the property of Grantor.** Except as otherwise provided herein, termination of this Agreement shall be by operation of law. If this Agreement is so terminated, consideration paid shall be forfeited.

5. Grantee may not use this grant of access for any purpose other than that which is specifically described herein. If the Property is used by Grantee for
any purpose other than stated herein, the Agreement is automatically terminated, and all of the rights of Grantee (and Grantee’s successors or assigns) in and to the Property become null and void, and the Property shall absolutely revert to and revest in Grantor as fully and completely as if this instrument had not been executed, without the necessity for suit or re-entry and Grantee shall remove improvements as provided above. No act or omission on the part of any beneficiary of this paragraph shall be a waiver of the operation or enforcement of the paragraph.

6. Grantee agrees to comply with all rules, regulations and policies authoritatively promulgated by Grantor pertaining to the use of the Property.

7. Grantee agrees to indemnify, defend and hold harmless the Grantor against all liability, loss and expense and against all claims and actions based upon or arising out of injury or death to persons or damage to property, caused by any acts or omissions of Grantee, its residents, members, guests, successors, assigns, agents or contractors or arising out of Grantee’s use of the Property. Although not allowed by this Agreement, in the event that Grantee contracts for any work to be performed on the Property, Grantee agrees that it shall require its contractors and subcontractors to indemnify, defend and hold harmless Grantor, its employees and agents from any and all claims, damages and liabilities whatsoever for injury or death to persons or damage to property arising from the contractors’ and/or subcontractors’ actions or inactions. All contractors and subcontractors shall be required to abide by and follow the provisions of this Agreement.

8. Grantee shall be responsible at all times for the immediate repair or replacement of, or reimbursement for any damage to the Property due to Grantee’s use of the Property for the purposes set forth herein. Grantor shall determine, in its sole discretion, whether Grantee’s restoration complies with this paragraph. In the event Grantee fails to perform the restorative or revegetative work required by this paragraph to the sole satisfaction of Grantor, and after thirty (30) days prior written notice specifying with particularity the failure and indicating the remedial steps needed to cure same, Grantor shall be allowed to perform said work, and Grantee shall pay within thirty (30) days all direct and indirect costs incurred by Grantor for restorative or revegetative work including, but not limited to, regrading, filling, revegetation, erosion control, and replacing of soil.
IN WITNESS WHEREOF, the parties hereto have caused this Temporary Access Agreement to be executed the day and year first above written.

GRANTOR:
Andrew Wommack Ministries, Inc., dba Charis Bible College
Address: 800 Gospel Truth Way
Woodland Park, CO 80863

By: ________________________
Title: ______________________

GRANTEE:
Westwood Lakes Property Owners Assn.
Address: 134 Piney Point Lane
Woodland Park, CO 80863

By: ________________________
Title: ______________________