

ROAD MAINTENANCE AGREEMENT

This agreement is effective as of November 1, 2004, among the following parties: Millard Properties, LTD. (Millard), Dwight and Madelin Nelson, the Robino Family, and the Cuchara River, LLC. All parties presently have title to property in the general vicinity of each other.

The purpose of this agreement is to provide for cost sharing for maintenance of an access road (which includes but is not limited to snow removal) along the current Rilling Canyon road easement and across the "The Nelson Tract" (legal and map attached) (this access road is referred to herein as the "Road"). Said Road is being built solely by Millard with the approximate width of 16 feet with more than adequate road base with a minimum surface material of 4-inches or more. Culverts will be installed where needed. The Road begins where Phase III Raspberry Mountain Ranch road ends, then along Rilling Canyon to a road easement across "The Nelson Tract" ending at the beginning of the Millard property, commonly known as the "181."

Grading and gravel work shall be done on said Road with approval from at least three (3) of the parties to this agreement. Snow removal shall be up to Millard's sole discretion once there is 6 inches of snow or more. The payment of any invoice to maintain (including snow removal) said Road shall be paid as follows: Millard Properties, LTD. twenty-five percent (25%), Dwight and Madeline Nelson twenty-five percent (25%), the Robino Family twenty-five percent (25%), and Cuchara River, LLC twenty-five percent (25%). The total amount paid annually by each party not to exceed one thousand dollars (\$1,000). The thousand dollar (\$1,000) annual cap shall not be increased for four (4) years from the date of this agreement and shall be increased thereafter annually if needed.

If any of the parties subdivide or sell any of their property, the new owner shall become a party of this agreement and the amount of the equal percentage as mentioned above will be adjusted accordingly. For example, should Millard sell its property into two 90.5-acre tracts, then each party to this agreement shall pay twenty percent (20%) of the total maintenance costs. Upon transfer or change of title to any of the properties involved, the responsibilities under this Road Maintenance Agreement automatically transfer to the new owner(s), and they become bound in all respects. It is the responsibility of any party who transfers or changes title to its property to notify the other parties at the addresses listed below of the transfer or change in title within thirty (30) days following the transfer or change of title.

All parties agree to indemnify and hold each other harmless from any loss, liability, or claims arising from use of the Road by the parties, their guests and invitees.

Millard Properties, LTD

By: Colleen A. Millard
Colleen A Millard, Trustee
Millard Insurance Trust -- 2002
General Partner
1100 Oakwood Court
Flower Mound, Texas 75028

10-20-04
Date

Dwight Nelson
Dwight Nelson
P.O. Box 1069
La Veta, Colorado 81055

3/2/05
Date

Madelin Nelson
Madelin Nelson
P.O. Box 1069
La Veta, Colorado 81055
by Dwight Nelson in fact.

3/2/05
Date

Floyd S. Robino
Floyd S. Robino
540 N. Tidy Drive E.
Pueblo West, Colorado 81007

11-02-04
Date

Cuchara River LLC

By: James E. Young
James E. Young, Managing Member
445 Roxbury Circle
Colorado Springs, Colorado 80906

11-8-04
Date