

2014-009219  
Klamath County, Oregon  
09/04/2014 01:22:34 PM  
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Recording Requested By and  
When Recorded Return To:

CLV PROPERTIES LLC  
P.O. BOX 2207  
Rancho Santa Fe, CA 92067

(Space above this line for Recorder's use)

### ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS

THIS ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS (this "Agreement") is dated as of September 3, 2014 (the "Effective Date") by and between RUNNING Y DEVELOPMENT, LLC, a Delaware limited liability company ("Assignor") and CLV PROPERTIES, LLC, a California limited liability company, LLC ("Assignee"), with reference to the following facts:

WHEREAS, pursuant to the terms of that certain Purchase and Sale Agreement, dated as of June 17, 2014, by and between Assignor and Assignee (as the same has been amended through the date hereof, the "Sale Agreement"), Assignor agreed to sell to Assignee, *inter alia*, certain real property, the improvements located thereon and certain rights appurtenant thereto, all as more particularly described in the Sale Agreement (collectively, the "Real Property");

WHEREAS, Running Y Resort, Inc., an Oregon corporation, entered into that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for Running Y Ranch Resort (the "Declaration of CC&R's"), made as of August 2, 1996 and recorded in Volume M96, Page 23548 of the Records of Klamath County, Oregon (the "County Records");

WHEREAS, portions of the Real Property were made subject to the Declaration of CC&R's pursuant to that certain Declaration of Annexation recorded October 25, 2007 in Volume 2007, Page 018406 of the County Records (the "2007 Declaration") and that certain Declaration of Annexation recorded July 08, 2008 in Volume 2008, Page 009877 of the County Records (the "2008 Declaration" and together with the Declaration of CC&R's and the 2007 Declaration, collectively, the "Declaration");

WHEREAS, Running Y Resort, Inc. was subsequently converted to a Delaware limited liability company and its name was changed to RidgeWater Development, LLC, resulting in RidgeWater Development, LLC, continuing to hold the Declarant rights under the Declaration;

WHEREAS, RidgeWater Development, LLC, subsequently conveyed the fee ownership in the portion of the Land (as defined in the Sale Agreement) comprising the parcels encumbered by the Declaration to Assignor, along with the other parcels comprising the Running Y project owned by RidgeWater Development, LLC, which resulted, pursuant to Section 1.11 of the Declaration, in Assignor becoming the Declarant under the Declaration;

NCS 651580

WHEREAS, the Sale Agreement provides, *inter alia*, that Assignor shall assign to Assignee, and Assignee shall assume all of the obligations of Assignor and all of Assignor's rights as Declarant under the Declaration and that Assignor and Assignee shall enter into this Assignment.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the foregoing Recitals, the terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment and Assumption. Assignor hereby (i) irrevocably assigns, sets over, transfers and conveys to Assignee, without any representation or warranty except as expressly set forth in the Sale Agreement, all of Assignor's right, title and interests as the Declarant under the Declaration, and (ii) delegates to Assignee all of Assignor's duties, obligations and liabilities as the Declarant under the Declaration arising on or after the date of this Assignment. Assignee hereby accepts this assignment of rights and delegation of duties set forth herein and hereby expressly assumes all duties, obligations and liabilities of Assignor as Declarant under the Declaration arising on or after the date of this Assignment.

2. Further Assurances. Each of Assignor and Assignee agrees to execute any and all other documents, instruments, assignments or other similar documents, and to take such further actions as may be reasonably necessary to consummate the transaction contemplated hereby.

3. No Recourse, Representations or Warranties. Except as expressly set forth in the Sale Agreement, Assignee acknowledges and agrees that the assignment described herein is without recourse to Assignor, and that Assignor has made no representations or warranties of any kind whatsoever with respect thereto.

4. General Provisions.

(a) Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(b) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which, together, shall constitute one and the same instrument.

(c) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Oregon.

(d) Recordation. The parties hereby authorize this Agreement to be recorded in the public records of Klamath County, Oregon.

(e) Conflict. In the event of any conflict or inconsistency between the provisions hereof and the provisions of the Declaration, the provisions of this Agreement shall govern and prevail.

*[Signatures follow on next page]*

Unofficial  
Copy

OREGON RESORTS, LLC,  
a Delaware limited liability company

By:   
Name: Simon Hallgarten  
Title: Authorized Signatory

State of Connecticut  
County of Franklin

On August 29<sup>th</sup>, 2014 before me, Catherine Smeriglio, a Notary Public, personally appeared Simon Hallgarten, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

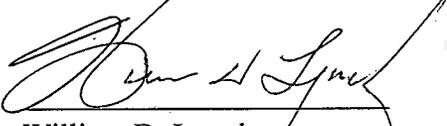
Signature  (Seal)

Catherine Smeriglio  
Notary Public - Connecticut  
My commission expires 11/30, 2015

Date Commission Expires: 11/30/15

ASSIGNEE:

CLV PROPERTIES, LLC,  
a California limited liability company

By:   
Name: William D. Lynch  
Title: Manager

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

*See ATTACHED*

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

Date Commission Expires: \_\_\_\_\_

