

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Resort Resources, Inc.
PO Box 1466
Bend, OR 97709
Attn: Karen Smith

DRIVEWAY EASEMENT AGREEMENT

16 THIS DRIVEWAY EASEMENT AGREEMENT (this "Agreement") is entered into as of this April day of 2017 (the "Effective Date") by and between Running Y Water, LLC, a Delaware limited liability company ("Grantor") and CLV Properties, LLC, an Oregon limited liability company ("Grantee").

Recitals

A. Grantor is the owner of that certain real property located in Klamath County, Oregon, legally described as Parcel 1 of Partition Plat 47-01, as recorded in the Klamath County Surveyors office as Survey #6809, Klamath County, Oregon ("Grantor's Property").

B. Grantee is the owner of that certain real property located in Klamath County, Oregon, known as Parcel 3 of Partition Plat 47-01, as recorded in the Klamath County Surveyors office as Survey #6809, Klamath County, Oregon ("Grantee's Property").

C. Grantor's Property and Grantee's Property are adjacent to each other within the Running Y Ranch Resort community (the "Community").

D. Grantee operates a community recycling center on the Grantee's Property located substantially as depicted on the attached **Exhibit A**. The recycling center is used by Grantee and members of the Community. Grantee and the users of its recycling center use the approximate 30-foot wide, all-weather, gravel driveway (the "Driveway") located on Grantor's Property substantially where depicted on the attached **Exhibit A** (the "Easement Area") to access the recycling center.

E. Grantee has requested an easement over the Easement Area for the benefit of Grantee's Property, and Grantor has agreed, subject to Grantee's agreement to maintain the Driveway in good condition and repair and to indemnify Grantor. The parties have agreed, all on the terms and conditions contained herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Grantor and Grantee hereby agree as follows:

1. Grant of Easement; Use of Easement. Subject to the rights and restrictions set forth in this Agreement, Grantor hereby grants Grantee a non-exclusive easement over, on and across the Easement Area for pedestrian, vehicular and emergency ingress and egress to Grantee's Property solely for the purpose of accessing the recycling center located on Grantee's Property. Such easement shall permit access by Grantee and its employees, and property owners in the Community using the recycling center. The access permitted pursuant to this easement shall be solely for purposes of using, maintaining, repairing and replacing the recycling center located on Grantee's Property. Access to other portions of Grantee's Property or for other uses on Grantee's Property shall be via an alternative route. Grantee may open the bar gate across the Driveway during the hours when the recycling center is open, but shall keep the gate closed at all other times. For maintenance and repair

of the Driveway, the Easement shall permit access by Grantee and its employees, contractors and agents, as necessary.

2. Expiration of the Easement. The parties agree that the recycling center may be relocated in the future. The easement granted herein shall terminate immediately upon the occurrence of any one of the following (each, an "Expiration Event"): (i) if the recycling center is relocated to another parcel of land; or (ii) if another access driveway is installed on Grantee's Property; or (iii) if the recycling center is moved to another location on Grantee's Property not requiring use of the Driveway for access. Upon the occurrence of an Expiration Event, at Grantor's request, Grantee shall execute a termination in recordable form sufficient to remove this Agreement from title to the Grantor's Property.

3. Maintenance. Grantee shall maintain, repair and replace the Driveway in good condition and repair at Grantee's sole cost. Additionally, Grantee shall ensure that the Driveway is passable at all times. Notwithstanding the foregoing, Grantor shall repair any damage to the Driveway caused by the negligence or willful misconduct of Grantor or its employees, agents, licensees, invitees and contractors. Grantee shall comply with all laws, ordinances, rules and regulations of appropriate governmental agencies and all rules and regulations of Grantor in connection with the use and maintenance of the Driveway. Each party shall pay when due all claims for work performed on the Driveway and for services rendered or material furnished to or on such party's behalf. Each party shall keep the Easement Area free of any liens arising out of the failure to pay any such claims or arising out of any other activity of the party. Grantee's maintenance obligations shall include maintenance, repair and, when necessary, replacement of the bar gate across the driveway. Grantee shall provide Grantor with any changed access codes for the gate, and Grantee shall not provide such access codes to any third parties.

4. Indemnification. Grantee accepts the condition of the Easement Area and Driveway in their "as is" condition. Grantee shall indemnify, protect, defend and hold Grantor and Grantor's members and employees harmless from and against any and all claims, demands, actions, suits, judgments, losses, liabilities, damages, costs or expenses (including attorneys' fees and costs) arising from or in any way related to this Agreement or the use of the Driveway by Grantee, its agents, employees, licensees, invitees and contractors, including users of the recycling center. The foregoing release and indemnification shall not apply to any claims, demands, actions, suits, judgments, losses, liabilities, damages, costs or expenses to the extent arising from or caused by the negligent acts or omissions by the Grantor or Grantor's members, agents, employees, contractors or invitees.

5. Insurance. Grantee shall procure and maintain throughout the term of this Agreement, at its sole cost and expense, general liability insurance in commercially reasonable amounts covering all activities and conditions relating to the Driveway and the use of the Easement Area pursuant to this Agreement. The policy shall name Grantor as an additional insured and shall provide that it is primary insurance, and not in excess of or contributing with any other insurance maintained by Grantor. Grantee shall provide Grantor with an insurance certificate or, at Grantor's request, a copy of the insurance policy that evidences the required insurance coverage and shall thereafter promptly provide to Grantor copies of all renewals or extensions thereof.

6. Use of Easement Area. Grantor may grant such other easements and make such use of the Driveway and Easement Area as it desires, provided such easements and use do not unreasonably interfere with Grantee's use of the Driveway. Without limiting the generality of the foregoing, Grantor shall have the right to temporarily close the Driveway to

Grantee and its users when Grantor deems such closure necessary for safety or security purposes, such as during construction or other operations on the Grantor's Property; provided, however, except in the case of emergency, Grantor shall provide Grantee with reasonable advance notice of the closure. Neither party shall construct any improvements that would block the Driveway within the Easement Area or impede its use. Neither party shall park any vehicles within the Driveway in the Easement Area in such a way that would block the Driveway or unreasonably impede its use. Except in the case of emergency, each party shall coordinate with the other in advance before using the Driveway within the Easement Area to transport over-sized vehicles or equipment.

7. Binding Effect. This Agreement and its terms, including the easements granted hereunder, shall run with the land and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

8. Attorneys' Fees. If a suit, action or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights hereunder, the prevailing party shall be entitled to recover its attorneys' fees and other fees and costs actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

9. Notices. Any notice or other communication given pursuant to this Agreement shall be in writing and shall be sent by: (i) United States certified mail, return receipt requested, postage prepaid; (ii) nationally recognized overnight courier guarantee next day delivery, or (iii) personal delivery. Notices given to Grantee shall be delivered to the mailing address listed in the Klamath County Assessor's Office records or such other address as Grantee may provide via a notice sent in accordance with this Section 9. Notices given to Grantor shall be delivered to the mailing address of Grantor on file with the Oregon Secretary of State. All notices shall be deemed given three (3) business days following deposit in the United States mail with respect to certified letters, one (1) business day following deposit if delivered to an overnight courier guaranteeing next day delivery and on the same day if sent by personal delivery. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

10. Waiver. The failure of either party to exercise its rights in connection with any breach or violation of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition of this Agreement.

11. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument signed by both parties and recorded in the official records of Klamath County, Oregon.

12. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement effective as of the date first written above.

GRANTOR:

RUNNING Y WATER, LLC,
a Delaware limited liability company,

By: NV Oregon Resorts Investors, LLC, a
Delaware limited liability company
Its: Authorized Agent

By: 
Name: **Simon Hallgarten**
Title: **Authorized Signatory**

GRANTEE:

CLV PROPERTIES, LLC
an Oregon limited liability company,

By: _____
Name: _____
Title: _____

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GRANTOR:

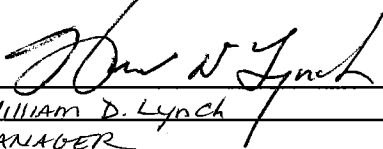
RUNNING Y WATER, LLC,
a Delaware limited liability company,

By: NV Oregon Resorts Investors, LLC, a
Delaware limited liability company
Its: Authorized Agent

By: _____
Name: _____
Title: _____

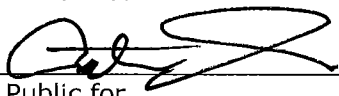
GRANTEE:

CLV PROPERTIES, LLC
an Oregon limited liability company,

By:  _____
Name: William D. Lynch
Title: MANAGER

STATE OF Connecticut)
County of Sherfield) ss.

The foregoing instrument was acknowledged before me on this 18th day of April 2017, by Ernan Hallgaster, who is the authorized signatory of NV Oregon Resorts Investors, LLC, a Delaware limited liability company, the authorized agent of Running Y Water, LLC, a Delaware limited liability company, on behalf of Running Y Water.



Notary Public for _____
My Commission Expires: _____
Catherine Smengilo
Notary Public - Connecticut
My commission expires 11/30, 2020

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me on this ____ day of _____ 2017, by _____, who is the authorized signatory of CLV Properties, LLC, an Oregon limited liability company, on behalf of CLV Properties.

Notary Public for _____
My Commission Expires: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

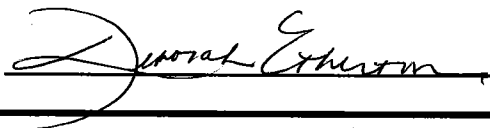
On April 17, 2017 before me, Deborah Etherton, Notary Public,
(insert name and title of the officer)

personally appeared William D. Lynch
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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

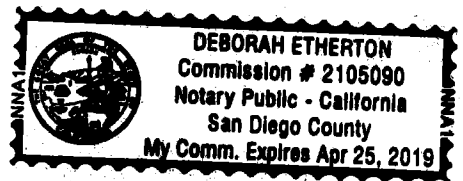


EXHIBIT A

DEPICTION OF EASEMENT AREA, DRIVEWAY,
AND RECYLING CENTER

Parcel 3
968,978 sq.ft.
22.24 acres

$\Delta=43^{\circ}32'19''$
 $R=270.91'$
 $L=205.86'$
CH BRG= $N88^{\circ}34'23''W$
CH DIST= $200.95'$

RECYLING CENTER

DRIVEWAY

EASEMENT AREA

Parcel 1
14,969 sq.ft.
0.34 acres

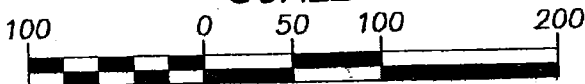
Parcel 2
161,989 sq.ft.
3.72 acres

TRACT 1375
PHASE 8
RUNNING Y RESORT
COMMON
AREA "F"

STATE HWY 140

Y ROAD

SCALE



(FEET)
1 INCH = 100 FT

A - 1

OCTOBER

2002

REGIS
PROFES
LAND S
<i>[Signature]</i>
ORE
JULY 21
LYNN J.
23
RENEWAL DA