GATE EASEMENT AGREEMENT

This Gate Maintenance Easement Agreement ("Agreement"), dated for reference purposes only as of August 16, 2024, is entered, into by and between TOUR SPECS, LLC, a Nevada limited liability company ("Owner") and DAYTON VALLEY COMMUNITY ASSOCIATION, INC, a Nevada/nonprofit corporation ("Association"), with reference to the following facts and circumstances and upon the terms and conditions set forth herein. This Agreement shall become effective upon recording of the same in the Official Records of Lyon County, Nevada ("Effective Date").

RECITALS:

A. Owner is the fee simple owner of the land located in Lyon County, Nevada, depicted on the site map ("Map") attached hereto as **Exhibit "A"**, which is commonly referred to as the Dayton Valley Golf Course, with a common address of 101 Palmer Drive, Dayton, Nevada ("Golf Course Property").

B. The Association desires to obtain an easement over portions of the Golf Course Property for the purposes of building and maintaining four (4) gates on portions of the Golf Course Property in the areas highlighted on **Exhibit "A"** ("Gate Easement Area(s)"). A textual description of the Gate Easement Areas is part of Exhibit "A".

C. Owner and Association desire to enter into this Agreement for the purposes of defining the respective rights and obligations of each of the parties with respect to the Gate Easement Area.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

C. Easement Areas are part of Exhibit 'A'. Only the Gate Easement Areas are burdened by the easement granted herein. All other portions of the Dayton Valley Golf Course are not subject to easement granted herein.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Owner hereby grants to Association a non-exclusive easement over, under and across the gate Easement Areas for the purpose of installing and maintaining four (4) gates within the Gate Easement Areas. Such activities are collectively referred to as "Gate Activities" herein. The Association shall have the right to enter upon any of the Gate Easement Areas for the purposes of performing any Gate Activity, in its sole and absolute discretion, but not the obligation to do so. The Association shall not conduct Gate Activities or do or perform any act on or about a Gate Easement Areas which would in any way interfere with or obstruct, as determined by Owner, in its sole and absolute discretion, Owner's use or ownership of a Gate Easement Areas or the use, operation or ownership of the Dayton Valley Golf Course.

2. Acts of Nature. Association will be solely responsible for the installation, maintenance and replacement costs of all gates within the Gate Easement Areas.

3. Maintenance and Repair Criteria. During the term of this Agreement, the Association may, but is not obligated to, maintain, repair and replace the gates within any or all Gate Easement Areas. The Association shall have no obligation or responsibility for additional improvements belonging to Owner within the Gate Easement Areas. All work performed by the Association shall be completed in a first-class manner consistent with the Owners' and the Association's intent to maintain the first-class appearance of properties within the Dayton Valley Community Association and the Dayton Valley Golf Course. The Association may employ or contract with professional gate personnel or businesses (Contractors") to perform any Maintenance Activity including but not limited to any maintenance, repair, replacement, removal or clean-up work. The Association shall perform any Maintenance Activity within usual business hours and at such frequency as it determines to be necessary, in its sole and absolute discretion.

4. Liability Insurance. The Association shall ensure that all Contractors have liability and workman's compensation insurance and Association's liability insurance covers Owner for claims arising from Association's use of the easement granted herein, including naming Owner as an additional insured on its liability insurance policy.

5. Limitation on Use of Gate Easement Areas by Others. Use of all Gate Easement Areas shall be limited to the purposes set forth in this Agreement. In general, the Gate Easement Areas are not a playable part of the Dayton Valley Golf Course and consist in large part of rocky areas adjacent to streets.

6. Irrigation. Subject to Owner's discretion to relocate or remove landscaping, Owner is responsible to provide sufficient irrigation to support existing landscaping within Gate Easement Areas, if any, to include maintenance and repair of irrigation lines, replacement of any landscaping due to acts of nature or due to no fault of the Association.

~~7.~~ Duration: Gate Easement Agreement shall continue indefinitely. The Association may terminate this Agreement as to any or all Gate Easement Areas at any time without cause and without liability to Owner by serving thirty (30) days prior written notice to Owner. ~~Owner may terminate this Agreement for cause as to any or all Gate Easement Areas by serving thirty (30) days prior written notice to the Association. Termination for cause shall mean that the Association shall have performed a Maintenance Activity in such a manner as to interfere with Owner's use of Gate Easement Areas, Owner's maintenance of any improvements located thereon, or the use, operation or ownership of the Dayton Valley Golf Course.~~ Association may terminate this Agreement ~~for cause~~ upon delivery of the notice pursuant to Subsection 9.9 hereof.

8. Amendment. This Agreement may be amended by mutual written agreement of the parties to this Agreement.

9. General.

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

9.2 Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained.

9.3 Attorneys' Fees. If either party commences an action against the other or interpret or enforce any of the terms of this Agreement or because of the breach by the other party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorney's fees, costs and expenses incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment. For the purpose of this Agreement, the terms "attorneys' fees" or "costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photocopying, duplicating and other expenses and expert witness fees. The terms "attorneys' fees" or "costs" shall also include, without limitation, all such fees and expenses incurred with respect to appeals, arbitrations and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and expenses were incurred.

9.4 Construction. Headings at the beginning of each Section and subsection are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs and subsections are to this Agreement. All exhibits referred to in this Agreement are attached hereto and incorporated herein by this reference.

9.5 Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of Nevada. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada and venue for any action arising from this Agreement must be in Lyon County, Nevada.

9.6 Days of Week. If any date for performance herein falls on a Saturday, Sunday or federal holiday, the time for such performance shall be extended to 5:00 p.m. on the next business day.

9.7 Entire Agreement. This Agreement is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, cancelled or terminated, nor may any obligations here under be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

9.8 Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Gate Easement Area to the general public or for the general public or for any public purposes whatsoever, and this Agreement shall be strictly construed to and for the purposes expressly stated herein.

9.9 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested to the address shown below, or sent by electronic facsimile or email and shall be deemed received upon the earlier of: (a) if personally delivered, the date of delivery to the address of the person to receive such notice; (b) if mailed, on the date of posting by the United States Post Office; or (c) if given by electronic facsimile or email, when received by the other party.

To Owner: Tour Specs, LLC.
c/o Jim Kepler, Managing Member
101 Palmer Dr
Dayton, NV 89403
Email: xxx.xxx.com

With a Copy to: Jim Kepler, General Manager
Tour Specs, LLC
101 Palmer Dr.
Dayton, NV 89403
Email: jimkepler@xxx.com

To Association: Dayton Valley Community Association, Inc.
c/o First Service Residential Attn: Brooke Gillman
639 Isabell Road, Suite 230
Reno, NV 89509
Email: brooke.gillman@fsresidential.com

With a Copy to: Gayle A. Kern, Esq.
Leach Kern Gruchow Anderson Song
5421 Kietzke Lane, Suite 200
Reno, NV 89511
Email: gkern@lkglawfirm.com

Notice of change of address shall be given by written notice in the manner described in this Section, above.

9.10 Time. Time is of the essence in the performance of all obligations of this Agreement.

9.11 Interpretation: The parties hereby acknowledge and agree that each has been given the opportunity to review this Agreement with legal counsel independently. The parties have equal bargaining power and provisions hereof shall be given their plain meaning. In the event of any ambiguity or dispute regarding the interpretation of this Agreement, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the party who caused the uncertainty.

9.12 Third Party Beneficiary Rights. The provisions of this Agreement are not intended to create, nor shall this Agreement be interpreted or construed in any way to create any third-party beneficiary rights in any person not a party hereto.

9.13 Successors and Assigns. This Agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

TOUR SPECS LLC,
A Nevada Limited liability company

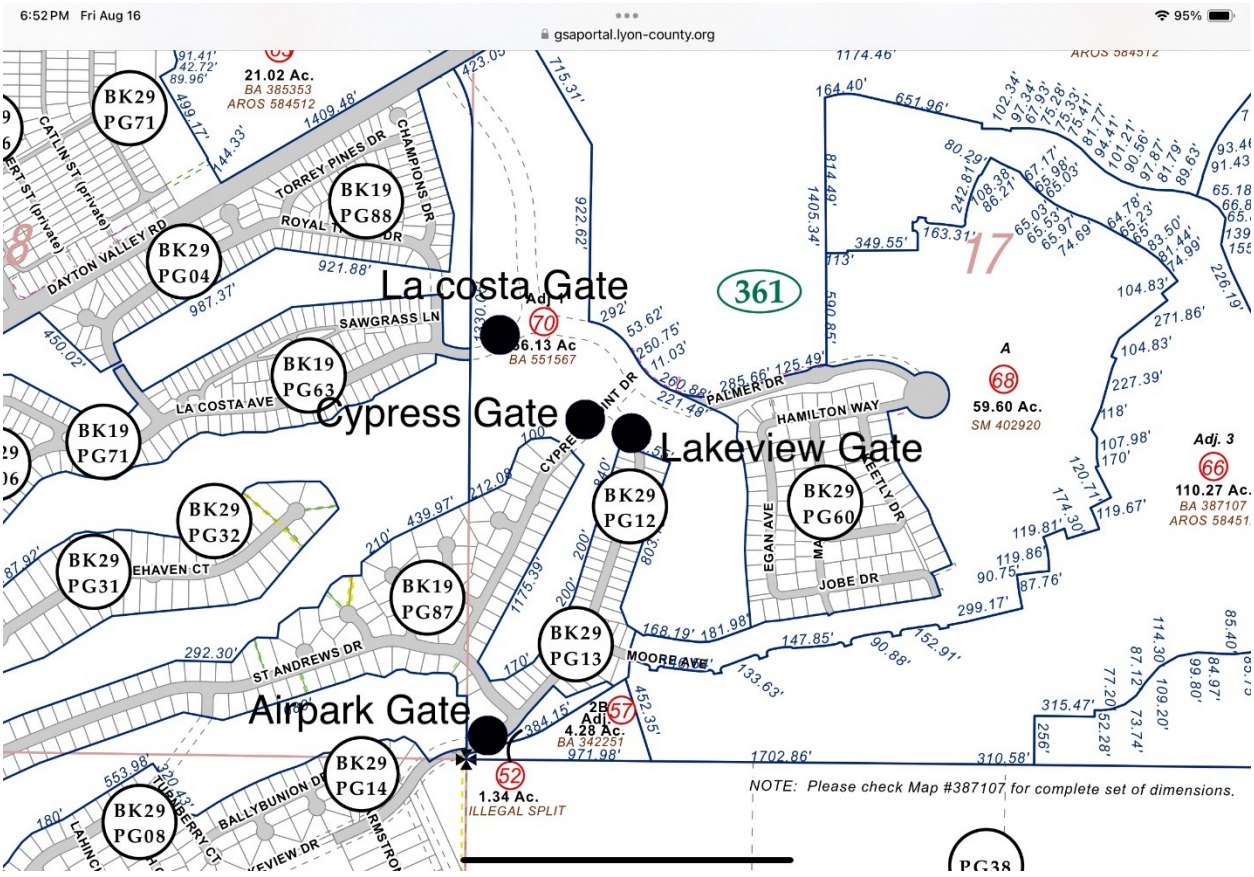
_____
By: Jim Kepler, its Manager

DAYTON VALLEY COMMUNITY ASSOCIATION, INC., a Nevada nonprofit Corporation

_____
By: Carla Cole, its President

_____
By: Dennis Drury, Its Vice-President

Exhibit "A" to Gate Easement Agreement



1. LA COSTA GATE
    a. APN 016-361-70 Both sides of La Costa Dr.
2. CYPRESS GATE
    a. APN 016-361-70 Both Sides of Cypress Point
    b. APN 016-361-70 Road medians on Cypress Point
3. LAKEVIEW GATE
    a. APN 016-361-70 Both sides of Lakeview Dr
4. AIRPARK GATE
    a. APN 019-873-19 North Side of Lakeview Dr.
    b. APN 016-361-57 South Side of Lakeview Dr