

AFTER RECORDING MAIL TO:

Jo Pigg, Acquisitions Dept.
Trendwest Resorts, Inc.
Box 97054
Redmond, WA 98073-9754
17819

**GRANT OF EASEMENT
(ROADWAY AND UTILITIES)**

THIS GRANT OF EASEMENT is made this 2nd day of June 1999, by and among WOLF CREEK TIMESHARE AND CONSTRUCTION, INC., a Utah corporation, having its principal place of business located at 3900 North Wolf Creek Drive, Eden, Utah 84310 ("Grantor"), TRENDWEST RESORTS, INC., an Oregon corporation, and WORLDMARK, THE CLUB, a California non-profit mutual benefit corporation, having its principal place of business located at 9805 Willows Road, Redmond, Washington, 98052 ("Grantee").

RECITALS

A. Grantor owns certain real property located in Weber County, State of Utah, which constitutes a portion of the Wolf Creek Resort ("Wolf Creek") and with respect to which Grantee desires certain easements for vehicular access and to construct, install, operate, maintain, service, improve, and access certain utilities, including but not limited to sewer, water, gas, electricity, storm drainage facilities and street lighting, (collectively the "Utilities") including all necessary wires, fixtures, lines, equipment, all catch basins, grates and receivers, and all other facilities necessary for the reasonable use thereof and any and all improvements thereto (hereinafter collectively referred to as the "Roadway and Utility System").

B. Grantor has agreed to provide Grantee with certain easements to facilitate construction and utilization of the Roadway and Utility System.

C. Grantor and Grantee desire to set forth the proper legal descriptions of the easements referred to herein to insure that the easements have been granted in recordable form.

NOW, THEREFORE, in consideration of the foregoing, the sum of \$10.00 paid by Grantee to Grantor, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Grant of Easement. Subject to the covenants and agreements contained herein, Grantor hereby grants and conveys to Grantee, a non-exclusive easement and right-of-way across, through and under the real property described in Exhibit "A" which is attached hereto and incorporated herein by this reference ("Easement Property") for the construction, installation, operation, repair and maintenance of the Roadway and Utility System.

2. **Use of Easement.** Grantee shall have the right at its sole cost and expense to use the Easement Property for vehicular access, including but not limited to, automobile, truck and other wheeled conveyances, to maintain and repair the Roadway and to bury, locate, operate, expand, maintain, repair, relocate, inspect, access, and remove any portion or portions of the Utilities. To the extent reasonably possible, all portions of the Utilities shall be located underground. All activities by the Grantee with respect to the Easement Property shall be pursued diligently to completion and Grantee shall in all instances repair and restore the Easement Property and adjacent land together with any improvements and personal property located thereon to as good or better condition as existed immediately prior to any construction or maintenance. Grantee shall have a right of ingress and egress to and from the Easement Property across those portions of the real property owned by Grantor or any of its affiliates that are contiguous to the Easement Property and which are reasonably required to gain access to the Easement Property. Provided, however, Grantor reserves the right to construct improvements on any and all such property at its sole discretion and without the consent of Grantee so long as Grantee has reasonable access to the Easement property in order to use the easements in accordance with the provisions hereof.

3. **Not a Public Dedication.** Nothing contained in this Declaration shall be deemed to be a gift or a dedication of any portion of the Easement Property to or for the general public or for any public purpose whatsoever, it being the intent of the parties that this Grant of Easement be strictly limited to and for the purposes expressed herein.

4. **Cooperation.** The parties hereto agree to cooperate reasonably to attempt to resolve any disputes that may arise in the future between them with respect to construction and use of the Easement Property by Grantee and use of the Easement Property by Grantor.

5. **Rights of Grantor's Subsequent Mortgagees.** All other mortgages, trust deeds and other liens and encumbrances attaching to or otherwise affecting the Easement Property, Grantor, or its successors or assigns, or an interest in the Easement Property either now or in the future shall be subordinate and junior in priority to, and shall not be deemed or interpreted to encumber any of the easements, rights or interests of the Grantee as set forth herein. Grantee agrees that, in the event the holder of any such mortgage, trust deed or other lien or encumbrance forecloses, accepts a deed in lieu thereof, or takes any other similar action or proceeding, such holder shall be recognized by Grantee, in order or priority, as having the same rights and obligations which it would have had if this Grant of Easement had been entered into with such holder as grantor and Grantee as grantee.

6. **No Partnership.** The parties hereto do not, by this Grant of Easement, become partners or joint venturers of each other in the conduct of their respective businesses, or otherwise.

7. **Compliance.** Failure of a party hereto to insist upon strict performance of any provision hereof shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this instrument shall be deemed to have been waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

8. Successors. All provisions of this instrument, including the benefits and burdens, shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns.

9. Applicable Law. This Grant of Easement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

10. Costs, Expenses and Remedies Upon Breach. In the event of a breach in any of the covenants or agreements contained herein, the breaching party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this agreement or in pursuing any remedy provided by the laws of the State of Utah, whether such remedies are pursued by filing suit or otherwise. Grantor and Grantee acknowledge that in the event of any default hereunder, it would be difficult to ascertain the exact money damages suffered by the non-defaulting party. Accordingly, the parties agree that such non-breaching party is entitled to appropriate equitable remedies in the event of any such default.

11. Maintenance of the Easement Property. Grantee shall, at Grantee's sole expense, maintain the Easement Property in good order, condition and repair, in accordance with the applicable laws, ordinances, rules, regulations and requirements of governmental authorities. If either Grantor or Grantee shall install any utilities within the Easement Property, the party installing such utilities agrees to restore the Easement Property to the condition it was prior to installation of such utilities..

GRANTOR:

WOLF CREEK TIMESHARE AND
CONSTRUCTION, INC, a Utah corporation

By: Bussell d. McLaughlin
Its: Secretary

GRANTEE:

TRENDWEST RESORTS, INC., an Oregon
corporation

By: W. J. Peare
Its: Wm F. PEARE, PRESIDENT

WORLDMARK, THE CLUB, a California non-
profit mutual benefit corporation

By: David Herrick
DAVID HERRICK, TREASURER

STATE OF UTAH)
)
) :SS.
COUNTY OF WEBER)

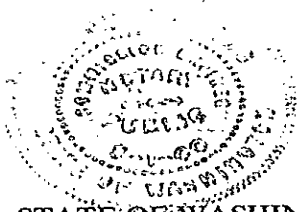
The foregoing Grant of Easement was acknowledged before me this 4th day of _____, 1999, by WOLF CREEK TIMESHARE AND CONSTRUCTION, INC., a Utah corporation who signed on behalf of said corporation.

NOTARY PUBLIC

My commission expires: _____

STATE OF WASHINGTON)
)
) :SS.
COUNTY OF KING)

The foregoing Grant of Easement was acknowledged before me this 2nd day of June, 1999, by TRENDWEST RESORTS, INC., an Oregon corporation who signed on behalf of said corporation.



Nancy Jo Pigg

NOTARY PUBLIC

My commission expires: 5-1-2000

STATE OF WASHINGTON)
)
) :SS.
COUNTY OF KING)

The foregoing Grant of Easement was acknowledged before me this 2nd day of June, 1999, by WORLDMARK, THE CLUB, a California non-profit mutual benefit corporation who signed on behalf of said corporation.



Nancy Jo Pigg

NOTARY PUBLIC

My commission expires: 5-1-2000

SCHEDULE A

A part of the Southwest quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

22-016-0035
Beginning at a point on the Westerly line of Wolf Creek Drive (66 foot right-of-way) being 1072.00 feet South 0°00'33" West along the Quarter section line and 115.75 feet North 89°59'27" West from the Center of said Section 22; and running thence Southwesterly along the arc of a 2603.00 foot radius curve to the right a distance of 51.07 feet (Central Angle equals 1°07'27" and Long Chord bears South 37°17'05" West 51.07 feet) along said Westerly line; thence North 55°39'59" West 141.11 feet to a point of curvature; thence Westerly along the arc of a 50.00 foot radius curve to the left a distance of 42.77 feet (Central Angle equals 49°00'51" and Long Chord bears North 80°10'24" West 41.48 feet) to a point of tangency; thence South 75°19'10" West 109.16 feet; thence Westerly along the arc of a 110.50 foot radius curve to the right a distance of 47.13 feet (Central Angle equals 24°26'15" and Long Chord bears North 89°55'34" West 46.77 feet) to a point of compound curve; thence Westerly and Northwesterly along the arc of a 290.50 foot radius curve to the right a distance of 602.55 feet (Central Angle equals 118°50'33" and Long Chord bears North 18°17'11" West 500.20 feet); thence South 35°52'46" East 46.41 feet; thence Southwesterly, Southerly and Southeasterly along the arc of a 245.50 foot radius curve to the left a distance of 498.78 feet (Central Angle equals 116°24'29" and Long Chord bears South 19°30'13" East 417.32 feet) to a point of compound curve; thence along the arc of a 65.50 foot radius curve to the left a distance of 25.04 feet (Central Angle equals 21°54'20" and Long Chord bears South 88°39'37" East 24.89 feet) to a point of tangency; thence North 80°23'13" East 117.78 feet to a point of curvature; thence Southeasterly along the arc of a 142.62 foot radius curve to the right a distance of 109.39 feet (Central Angle equals 43°56'48" and Long Chord bears South 77°38'23" East 106.73 feet) to a point of tangency; thence South 55°39'59" East 103.97 feet to the point of beginning.

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Corporate Acknowledgement

On the 4th day of June, 1999 A.D. personally appeared before me Russell C. Maughan and who being duly sworn did say, each for himself, that he, the said Russell C. Maughan is the Secretary of Wolf Creek Timeshare and Construction Company, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Russell C. Maughan duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of the said corporation.

Sue Schumers
Notary Public

STATE OF UTAH)
) SS.
COUNTY OF WEBER)

Residing at Ogden, Utah
My Commission Expires 12-21-99

