



\*W2946689\*

Recording requested by:  
Wyndham Resort Development Corporation  
6277 Sea Harbor Drive  
Orlando, FL 32877

EH 2946689 PG 1 OF 9  
LEANN H KILTS, WEBER COUNTY RECORDER  
12-OCT-18 2:19 PM FEE \$27.00 DEP KL  
REC FOR: WOLF CREEK VILLAGE TWO

For recorder's use only

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“**Agreement**”) is made and entered into as of the 28<sup>th</sup> day of SEPTEMBER, 2018, by and between Worldmark, The Club at Wolf Creek Village Owners Association, a Utah nonprofit corporation (the “**Club Association**”) Wolf Creek Village II Owners Association, Inc., a Utah nonprofit corporation (the “**WCV Association**”) and Wyndham Resort Development Corporation, an Oregon corporation (“**WRDC**”). The Club Association, the WCV Association and WRDC may be individually referred to herein as a “**Party**” and collectively referred to as the “**Parties**.”

A. As used in this Agreement, the term “**Grantors**” collectively means and refers to the Club Association and the WCV Association.

B. As used in this Agreement, the term “**Grantors’ Parcel**” means and refers to that certain real property located in Weber County, Utah, identified as Weber County Parcel No. 22-167-0033. A legal description of the Grantors’ Parcel is attached to and made part of this Agreement as Exhibit “A”. The Grantors’ Parcel is also depicted in that certain diagram attached to and made part of this Agreement as Exhibit “C” (the “**Easement Diagram**”).

C. The Grantors’ Parcel is part of that certain timeshare condominium project known as Worldmark, the Club at Wolf Creek Village (the “**Project**”) as shown on that certain plat map labeled “Worldmark, The Club at Wolf Creek Village Phase 1, a Condominium Project” recorded in the Weber County Recorder’s Office on September 17, 1999 in Book 50 at Page 59 as Entry No. 1663019 (“**Phase 1 Plat Map**”), and that certain plat map labeled “Worldmark, The Club at Wolf Creek Village Phase 2, a Condominium Project” recorded in the Weber County Recorder’s Office on December 10, 1999 in Book 51 at Page 16 as Entry No. 1678925 (“**Phase 2 Plat Map**”). The Phase 1 Plat Map and the Phase 2 Plat Map are collectively referred to as the “**Plat Maps**”.

D. The Club Association manages various affairs of the Project, and holds certain rights and duties in connection with the Project, pursuant to that certain “Declaration of Condominium – Worldmark, The Club at Wolf Creek Village” recorded in the Weber County Recorder’s Office on September 17, 1999, in Book 2034 beginning at Page 1375 as Entry No. 1663020 (the “**Club Declaration**”).

E. The WCV Association also manages various affairs of the Project, and holds certain rights and duties in connection with the Project, pursuant to that certain “Declaration of Condominium – Wolf Creek Village II” recorded in the Weber County Recorder’s Office on March 27, 1991, in Book 1596 beginning at Page 1161 as Entry No. 1135000 (the “**Wolf Creek Village II Declaration**”).

F. As set forth under Section 12.1.2.16 of the Club Declaration, the Management Committee of the Club Association has the right to grant easements and rights-of-ways over the Project's Common Areas and Facilities, which includes any Private Streets located within the Project.

G. WRDC is the fee simple owner of that certain real property located in Weber County, Utah identified as Weber County Parcel No. 22-016-0034 ("**Grantee's Parcel**"). A legal description of the Grantee's Parcel is attached to and made part of this Agreement as Exhibit "B." The Grantee's Parcel is also depicted on the Easement Diagram.

H. WRDC desires to acquire and the Grantors desire to convey, for the benefit of the Grantee's Parcel, an access easement across a portion of the Private Streets located on the Grantors' Parcel as more particularly shown on the Easement Diagram.

THEREFORE, IN EXCHANGE FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors do hereby sell, transfer, grant and convey unto Grantee a non-exclusive access easement (the "**Easement**") across a portion of the Grantors' Parcel as more particularly described below.

The Grantors and the Grantee mutually acknowledge, understand and agree that use of the Easement is subject to the following terms and conditions:

1. The Easement shall include the entire width of that certain "**Private Street**" shown on the Phase 2 Plat Map beginning at the southwest corner of the Grantors' Parcel and extending in a generally northwesterly direction to the northwest corner of the Grantors' Parcel (the "**Easement Area**"). The Easement Area is depicted on the Easement Diagram.
2. The Easement Area shall be used for the purpose of pedestrian and vehicular access between the Grantee's Parcel and the existing private roadway located along the southeastern edge of the Grantee's Parcel which continues across Weber County Parcel No. 22-016-0077 and ends at that certain public roadway identified as Utah State Highway 158, which is also commonly known as Wolf Creek Drive.
3. The Easement Area may be used by Grantee and Grantee's employees, agents, customers, contractors and other invitees (individually, a "**Grantee Party**" and, collectively, the "**Grantee Parties**").
4. The Parties mutually acknowledge and agree that the Easement Area does not include any other portion of the Grantors' Parcel including, for example but without limitation, any other portion of the Private Streets depicted on the Plat Maps.
5. Grantors reserve the right to use the Grantors' Parcel for any purposes that will not unreasonably or permanently interfere with use of the Easement by Grantee or any Grantee Party as permitted by this Agreement.

6. Grantee shall have no obligation to contribute to the cost of maintaining or improving the Easement unless and until Grantee commences construction of any buildings or other improvements on the Grantee's Parcel.

Any and all costs incurred for normal maintenance of, or major capital improvements to, the Easement shall be prorated between the Parties based upon the total number of Units located within the Project and on the Grantee's Parcel. As used in this Agreement, the term "Units" means and refers to any condominium unit, apartment, single-family home or other dwelling unit. As of the date of the recording of this Agreement, the Project includes 80 condominium units. If for example, a total of 16 Units are constructed on the Grantee's Parcel and no additional Units are added to the Project, the Grantee shall pay 16.7% (16 divided by 96) of the costs for normal maintenance of, or major capital improvements to, the Easement.

The maintenance language of this Section 6 shall only apply to the Easement Area, and shall not apply to any parking areas that abut the Private Street or any other Private Streets or parking areas located within the Project.

7. Grantee shall have the right to terminate this Agreement, and relinquish Grantee's rights to use the Easement, by recording a Termination of Easement with the Weber County Recorder's Office. Immediately upon the recording of such instrument, Grantee shall have no rights or obligations whatsoever with regard to the Easement or the Easement Area including, without limitation, any duty to pay any costs associated with normal maintenance of, or major capital improvements to, the Easement.

8. This Agreement, and the Easement granted herein, shall be appurtenant to, and shall run with, the Grantors' Parcel for the benefit of the Grantee's Parcel. Each and every one of the benefits and burdens of this Agreement, including the Easement granted herein, shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the Grantors and the Grantee. Upon any Party's conveyance of its interest in the Grantors' Parcel or the Grantee's Parcel(s), such Party shall no longer have any rights, obligations, liabilities or responsibilities whatsoever in connection with this Agreement or the Easement, and all such rights, obligations, liabilities or responsibilities shall be assumed by the individual or entity to whom the Party has conveyed its interest.

9. This Agreement constitutes the entire agreement between the Parties regarding the Easement, and any other matters addressed herein, and no additional or different oral representation, promise or agreement shall be binding upon such Parties with respect to the subject matter of this Agreement.

10. This Agreement, and the Easement granted herein, shall become effective and enforceable immediately upon the recording of this Agreement in the Weber County Recorder's Office.

IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date indicated on the Notary Acknowledgement attached hereto.

**GRANTORS:**

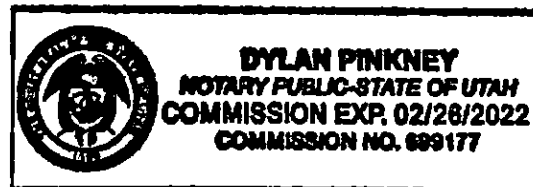
Worldmark, The Club at Wolf Creek Owners Association,  
a Utah nonprofit corporation

By: [Signature]  
Name: R Scinta  
Title: ASSISTANT VP

Wolf Creek Village II Owners Association, Inc.,  
a Utah nonprofit corporation

By: [Signature]  
Name: Jamela N. Clark  
Title: SECRETARY/TREASURER

STATE OF UTAH,  
COUNTY OF Summit  
SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 28<sup>th</sup> DAY OF September 20 19  
[Signature]  
NOTARY PUBLIC



**NOTARY ACKNOWLEDGEMENT**

**CLUB ASSOCIATION**

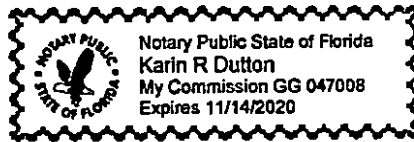
STATE OF FLORIDA )

COUNTY OF ORANGE )

On September 24 2018, before me, Richard Scinta, personally appeared Richard Scinta, the Director of **WORLD MARK, THE CLUB AT WOLF CREEK VILLAGE OWENRS ASSOCIATION**, a Utah nonprofit corporation, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument said company executed the instrument.

WITNESS my hand and official seal.

Signature: Karin R. Dutton  
Name Karin R. Dutton



[Seal]

**WCV ASSOCIATION**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2018, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of **WOLF CREEK VILLAGE II OWNERS ASSOCIATION, INC.**, a Utah nonprofit corporation, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument said company executed the instrument.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_  
Name \_\_\_\_\_

[Seal]

Exhibit "A"  
to  
Easement Agreement

Legal Description of Grantors' Parcel

WEBER COUNTY PARCEL NO. 22-167-0033

ALL COMMON AREA AS SHOWN ON THAT CERTAIN PLAT MAP LABELED "WORLD MARK THE CLUB AT WOLF CREEK VILLAGE PHASE 2, A CONDOMINIUM PROJECT" WHICH WAS RECORDED IN THE WEBER COUNTY RECORDER'S OFFICE ON DECEMBER 10, 1999 IN BOOK 51 AT PAGE 16 AS ENTRY NO. 1678925.

Exhibit "B"  
to  
Easement Agreement

Legal Description of Grantee's Parcel

WEBER COUNTY PARCEL 22-016-0034

PART OF THE SOUTH 1/2 OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U S SURVEY: BEGINNING 352.79 FEET SOUTH 0D00'33" WEST ALONG THE QUARTER SECTION LINE AND NORTH 75D36'42" WEST 745.27 FEET FROM THE CENTER OF SAID SECTION 22; AND RUNNING THENCE SOUTH 30D52'12" WEST 95.32 FEET THENCE SOUTH 79D58'16" WEST 11.10 FEET, THENCE SOUTH 36D50'43" WEST 35.42 FEET, THENCE SOUTH 34D38'04" EAST 40.68 FEET, THENCE SOUTH 42D16'04" EAST 181.60 FEET, THENCE SOUTH 35D52'46" EAST 125.67 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF A 290.50 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 84.96 FEET (LONG CHORD BEARS NORTH 57D42'21" EAST 84.66 FEET) THENCE SOUTH 43D30'00" EAST 48.45 FEET MORE OR LESS, THENCE SOUTHWESTERLY ALONG THE ARC OF A 245.50 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 133.55 FEET (CENTRAL ANGLE EQUALS 31D10'02" AND LONG CHORD BEARS SOUTH 54D17'03" WEST 131.90 FEET); THENCE NORTH 35D52'46" WEST 173.54 FEET; THENCE NORTH 41D53'00" WEST 80.66 FEET; THENCE SOUTH 47D35'44" WEST 164.12 FEET; THENCE NORTH 30D56'12" WEST 187.57 FEET; THENCE NORTH 36D45'57" WEST 292.66 FEET; THENCE NORTH 42D09'04" EAST 51.82 FEET; THENCE NORTH 71D55'50" EAST 39.43 FEET; THENCE SOUTH 75D36'42" EAST 351.54 FEET TO THE POINT OF BEGINNING.

(CONSISTING OF APPROXIMATELY 2.51 ACRES)

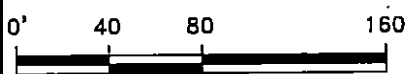
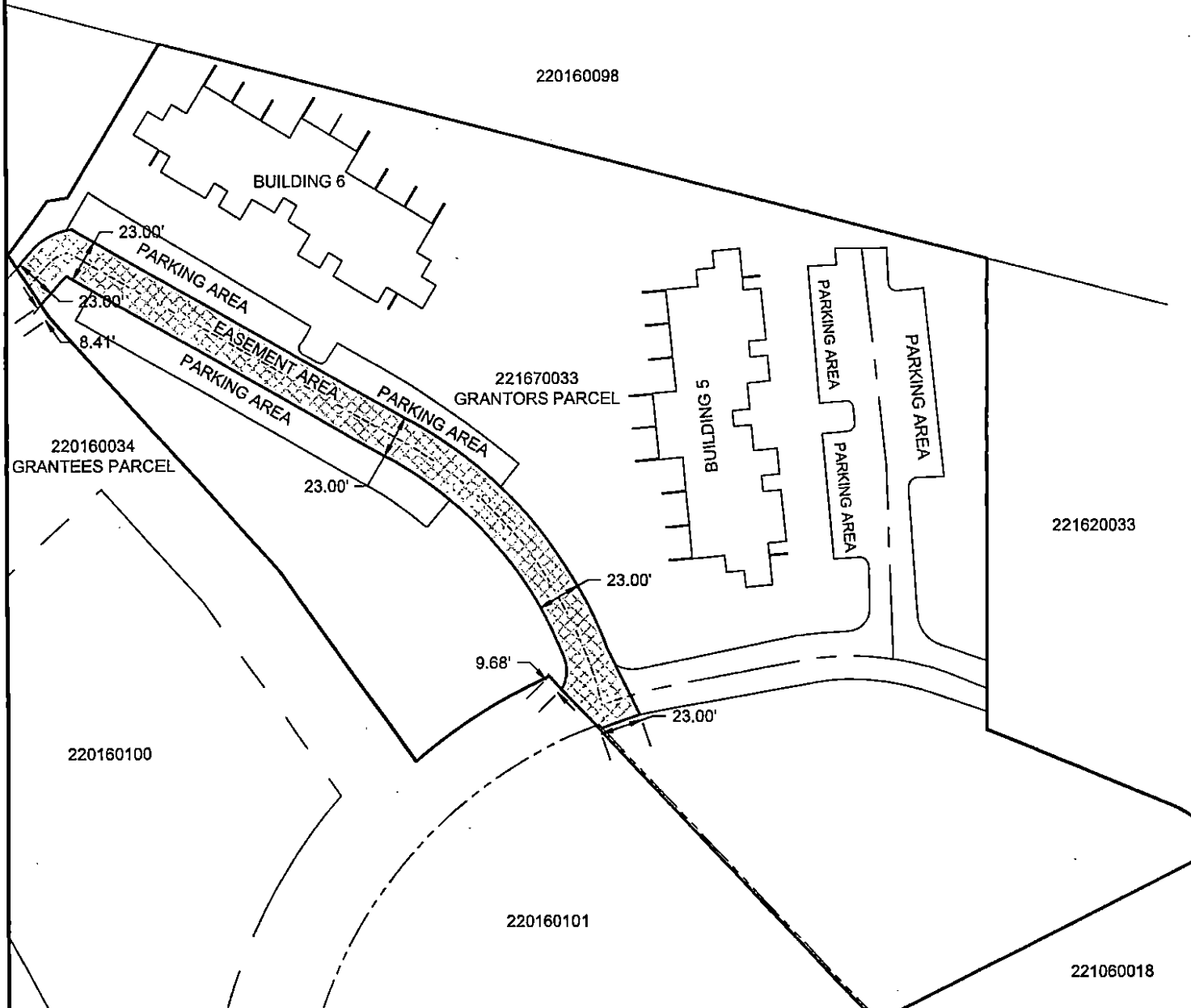
Exhibit "C"  
to  
Easement Agreement  
Easement Diagram

[see attached diagram consisting of one (1) page]



### EXHIBIT C

A PART OF WORLDMARK, THE CLUB AT WOLF CREEK VILLAGE PHASE 2,  
A CONDOMINIUM PROJECT IN THE SOUTHWEST QUARTER OF SECTION  
22, T7, R1E, S.L.B.&M. WEBER COUNTY, UTAH




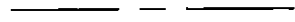


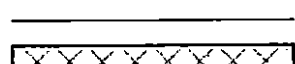
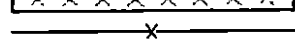


Scale in Feet  
1"=80'

**GARDNER ENGINEERING**  
CIVIL • LAND PLANNING  
MUNICIPAL • LAND SURVEYING  
5150 SOUTH 375 EAST OGDEN, UT  
OFFICE: 801.476.0202 FAX: 801.476.0066



### LEGEND

-  WEBER COUNTY MONUMENT AS NOTED
-  SET 24" REBAR AND CAP MARKED GARDNER ENGINEERING
-  SUBDIVISION BOUNDARY
-  EASEMENT CENTERLINE
-  ADJACENT PARCEL
-  EXISTING BUILDING
-  EASEMENT AREA
-  EXISTING FENCE LINE