



W2948185

Recording requested by:

Wyndham Resort Development Corporation
6277 Sea Harbor Drive
Orlando, FL 32877

EH 2948185 PG 1 OF 9
LEANN H KILTS, WEBER COUNTY RECORDER
22-OCT-18 3:25 PM FEE \$26.00 DEP TN
REC FOR: WORLDMARK WOLF CREEK

For recorder's use only

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("**Agreement**") is made and entered into as of the 16th day of October, 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 "**Grantor**" means and refers to WRDC.

B. 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 ("**Grantor's Parcel**"). A legal description of the Grantor's Parcel is attached to and made part of this Agreement as Exhibit "A." The Grantor's Parcel is also depicted in that certain diagram attached to and made part of this Agreement as Exhibit "D" (the "**Easement Diagram**").

C. As used in this Agreement, the term "**Club Association's 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 Club Association's Parcel is attached to and made part of this Agreement as Exhibit "B".

D. The Club Association's 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**".

E. As used in this Agreement, the term "**WCV Association's Parcel**" means and refers to that certain condominium created pursuant to the Declaration of Condominium Wolf Creek Village II filed for record with the Weber County Recorder on March 28, 1991 in Book 1596, Page 1161 as Entry No. 1135000. A legal description of the WCV Association's Parcel is attached to and made part of this Agreement as Exhibit "C".

F. The Club Association's Parcel and the WCV Association's Parcel are referred to collectively in this Agreement as the Grantees' Parcels.

G. Grantees desires to acquire and the Grantor desires to convey, for the benefit of the Grantees' Parcel, an access easement across a portion of the Private Streets located on the Grantor's 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 Grantor does hereby sell, transfer, grant and convey unto Grantees a non-exclusive access easement (the "**Easement**") across a portion of the Grantor's Parcel as more particularly described below.

The Grantor and the Grantees 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 portion of the "**Private Street**" located on the Grantor's Parcel as shown on the Easement Diagram (the "**Easement Area**").
2. The Easement Area shall be used for the purpose of pedestrian and vehicular access between the Grantees' Parcels and 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 Grantees and Grantees' employees, agents, customers, contractors and other invitees (collectively, the "**Grantees' Parties**").
4. The Parties mutually acknowledge and agree that the Easement Area does not include any other portion of the Grantor's Parcel other than the Private Street depicted on the Easement Diagram.
5. Grantor reserves the right to use the Grantor's Parcel for any purposes that will not unreasonably or permanently interfere with use of the Easement by Grantees or any Grantees' Parties as permitted by this Agreement.
6. Grantor shall have no obligation to contribute to the cost of maintaining or improving the Easement unless and until Grantor commences construction of any buildings or other improvements on the Grantor'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 other private streets or parking areas located within the Project.

7. Grantees shall have the right to terminate this Agreement, and relinquish Grantees' 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, Grantees 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 Grantor's Parcel for the benefit of the Grantees' Parcels. 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 Grantor and the Grantees. Upon any Party's conveyance of its interest in the Grantor's Parcel or the Grantees Parcels, 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 Grantor has executed this Agreement as of the date indicated on the Notary Acknowledgement attached hereto.

GRANTOR:

Wyndham Resort Development Corporation,
an Oregon corporation

By: 
Name: David Oigarden
Title: Vice President

NOTARY ACKNOWLEDGEMENT

CLUB ASSOCIATION

STATE OF FLORIDA)

COUNTY OF ORANGE)

On October 16, 2018, before me, David Oigarden, personally appeared, the Vice President of Wyndham Resort Development Corporation, an Oregon 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: Tina Moutoux

Name Tina Moutoux



TINA L. MOUTOUX
MY COMMISSION # GG 041669
EXPIRES: October 24, 2020
Bonded Thru Budget Notary Services

[Seal]

Exhibit "A"
to
Easement Agreement

Legal Description of Grantor'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 "B"
to
Easement Agreement

Legal Description of Club Association's 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 "C"
to
Easement Agreement
Legal Description of WCV Association's Parcel

Phase 1

Part of the South 1/2 of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U. S. Survey: Beginning at a point being 432.39 feet South 00°00'33" West along the Quarter Section line, 194.89 feet South 86°31'00" West and 153.66 feet South 31°00'00" East from the center of said Section 22; and running thence South 83°45'00" East 13.72 feet; thence South 20°15' East 60.66 feet; thence South 69°45' West 20 feet; thence South 20°15' East 100.68 feet; thence South 31°15' West 24.80 feet; thence South 58°45' East 142.22 feet to the Westerly line of Wolf Creek Drive; thence Southwesterly along the arc of a 2603.00 foot radius curve to the right a distance of 104.51 feet, (long chord bears South 31°29'54" West 104.50 feet); thence North 43°30' West 180.00 feet; thence North 88°30' West 110.25 feet; thence North 43°30' West 135.00 feet; thence North 63°00'53" East 249.06 feet to the point of beginning.

Phase 2

A part of the South 1/2 of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point being 432.39 feet S 0°00'33" W along the Quarter Section line from the Center of said Section 22, and running thence N 86°31'00" E 251.24 feet to the Westerly line of Wolf Creek Drive, thence S 25°18'44" W 218.78 feet along said Westerly line of Wolf Creek Drive; thence Northwesterly and Southwesterly along the Northerly line of Wolf Creek Village Phase I and Wolf Creek Village II in Weber County, Utah the following six (6) courses: N 63°00'00" W 28.00 feet; N 84°27'51" W 36.43 feet; N 64°30'00" W 67.29 feet; N 80°00'00" W 40.95 feet; S 66°56'45" W 51.66 feet and N 83°45'00" W 63.19 feet; thence N 31°00'00" W 153.66 feet; thence N 86°31'00" E 194.89 feet to the point of beginning.

Contains 1.280 Acres.

Phase 3

A part of the Southwest 1/4 Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point being 432.39 feet S 0°00'33" W along the Quarter Section line and 194.89 feet S 86°31'00" W from the Center of said Section 22; running thence S 31°00'00" E 153.66 feet to the Northerly line of Wolf Creek Village II in Weber County, Utah; thence S 63°08'53" W 249.06 feet along said Northerly line of Wolf Creek Village II; thence N 43°30'30" W 306.94 feet; and N 86°31'00" E 355.00 feet to the point of beginning.

Contains 1.396 Acres.

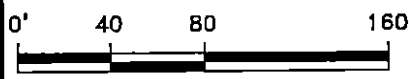
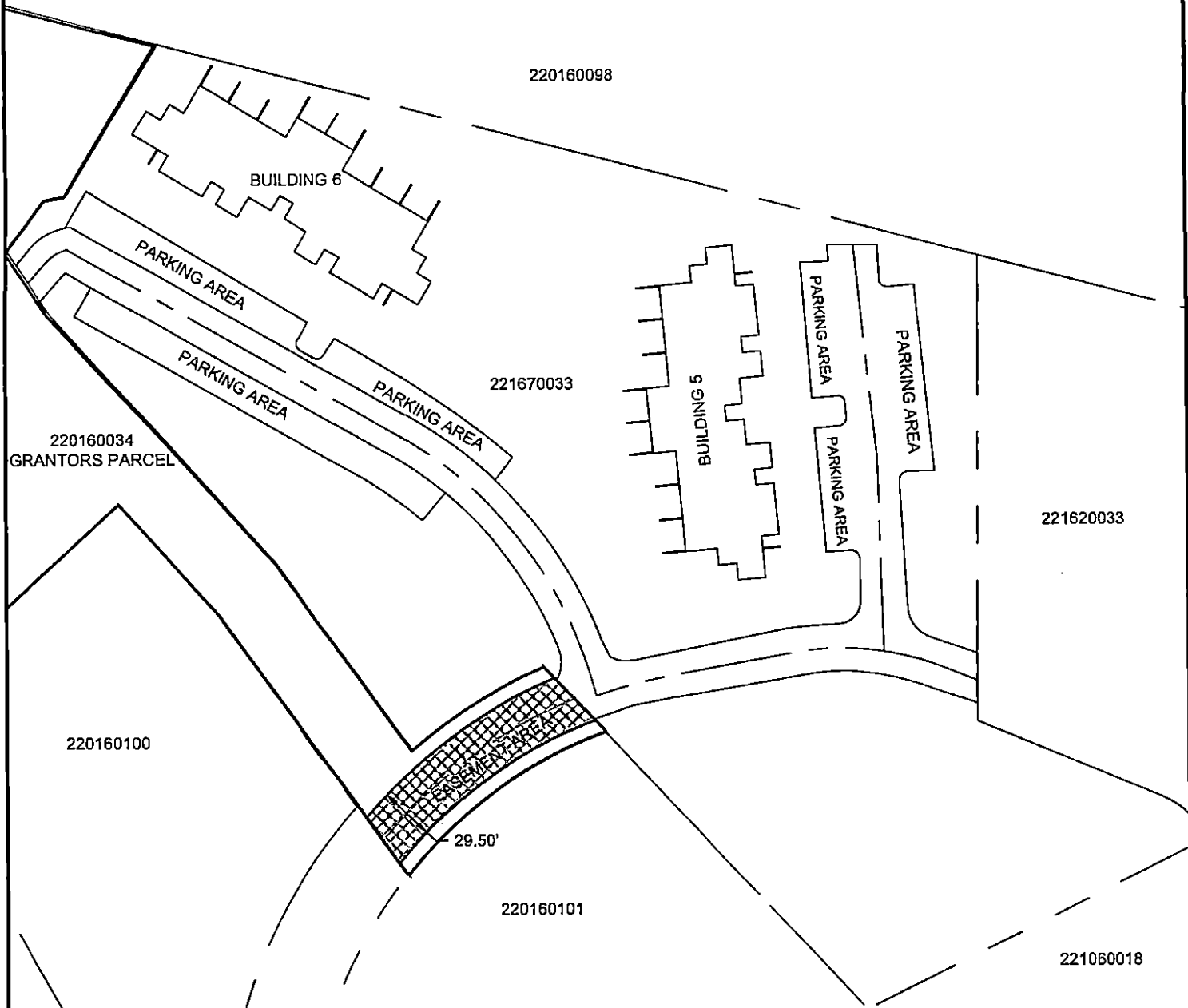
Exhibit "D"
to
Easement Agreement

Easement Diagram

[SEE ATTACHED DIAGRAM CONSISTING OF ONE (1) PAGE

EXHIBIT D

A PART OF THE SOUTHWEST QUARTER OF SECTION 22, T7, R1E,
S.L.B.&M. WEBER COUNTY, UTAH PARCEL NUMBER 22-016-0034




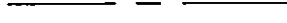


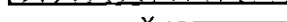



Scale in Feet
1"=80'

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