

**[PROPOSED EASEMENT AGREEMENT  
ALL TERMS AND CONDITIONS HEREIN SUBJECT TO ONGOING NEGOTIATIONS]**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**FIRST AMENDED AND RESTATED  
COST SHARING AND EASEMENT AGREEMENT**

THIS FIRST AMENDED AND RESTATED COST SHARING AND EASEMENT AGREEMENT ("**Easement Agreement**") is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2018, among Scottsdale Club Villas Condominium Association, an Arizona non-profit corporation ("**Condominium Association**") whose mailing address is 6609 N. Scottsdale Road, Suite 202, Scottsdale, AZ 85250-7801, Wyndham Resort Development Corporation, an Oregon corporation ("**Wyndham**") whose mailing address is 6277 Sea Harbor Drive, Orlando, Florida 32821, and [INSERT] ("**Residential Owner**") whose mailing address is 6710 E. Camelback Rd., Suite 100, Scottsdale, Arizona 85251. Hereinafter, Condominium Association, Wyndham, and Residential Owner may be referred to collectively as the "**Parties**" or individually as a "**Party**".

RECITALS

A. The real property described on the attached Exhibit A (the "**Condominium Property**") is subject to that certain Declaration of Covenants, Conditions, Restrictions, and Easements for Scottsdale Club Villas Condominium dated February 18, 2003 and recorded February 18, 2003 as Document No. 2003-00194035 in the records of the Maricopa County, Arizona Recorder, as amended (the "**Declaration**").

B. Except for the interior of the units or as otherwise specifically set forth within the Declaration, the Condominium Association is responsible for the maintenance and operation of the Condominium Property.

C. Wyndham is the owner of the real property more particularly described in the attached Exhibit B, which consists of a portion of the Condominium Property (the "**Wyndham Property**"). Wyndham acquired the Wyndham Property from Scottsdale Club Villas Development, Inc., an Arizona corporation, on [INSERT DATE] ("**SCVD**").



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D. Residential Owner is under contract to purchase certain real property formerly known as the "Scottsdale Athletic Club," which is adjacent to the Condominium Property, and is more particularly described in the attached Exhibit C (the "**Residential Property**").

E. Residential Owner intends to construct a mixed-use "minimal residential health care" senior living community on the Residential Property (the "**Residential Project**").

F. Condominium Association, SCVD, Wyndham, and Residential Owner entered into that certain Cost Sharing and Easement Agreement dated July 29, 2016 and recorded in the official records of Maricopa County, Arizona on July 29, 2016 as Document No. 2016-0541662 (the "**Original Agreement**").

G. The Parties wish to enter into this Easement Agreement to (i) create and establish certain easements, restrictions and obligations with respect to the Condominium Property and Residential Property for the benefit of each of the Parties and their respective successors, assigns, mortgagees, lessees, occupants, invitees, users, and guests, and (ii) amend, restate, supersede, and replace the Original Agreement in its entirety.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals; Amendment and Restatement of Original Agreement. All of the foregoing recitals are true and correct, are hereby incorporated by this reference and form a material part of this Easement Agreement. The provisions of this Easement Agreement will not become effective until the date on which Residential Owner acquires title to the Residential Property (the "**Effective Date**"). If the Effective Date has not occurred by January 1, 2019, this Easement Agreement will automatically terminate and be of no further force or effect. The Parties agree that, effective as of the Effective Date, this Easement Agreement will amend, restate, supersede, and replace the Original Agreement in its entirety. No party may record this Easement Agreement prior to the Effective Date. Upon recordation of this Easement Agreement, the Original Agreement and all easements and rights granted therein will be deemed terminated and of no further force or effect.

2. Access Easements over Residential Property.

(a) Western Drive Aisle. Residential Owner's predecessor previously granted the Condominium Property a perpetual, non-exclusive easement for the purpose of ingress and egress to, from, upon, over and across the Residential Property for purposes of vehicular and pedestrian access between Indian Bend Road to and from the Condominium Property, as further described in the attached Exhibit D (the "**Western Drive Aisle**"), as set forth in instrument recorded in Document No. 2002-0676882, records of Maricopa County, Arizona. Residential Owner shall be responsible for all maintenance, repair and replacements of the improvements located within the Western Drive Aisle.

(b) Eastern Access. The Parties acknowledge that, as part of the Residential Project, Residential Owner intends to install a drive aisle along the eastern portion of the Residential Property more particularly described in the attached Exhibit E (the "**Eastern Drive Aisle**"). Effective upon Residential Owner's completion of the improvements comprising the Eastern Drive Aisle, Residential



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Owner grants and conveys to Wyndham and the Condominium Association, for the benefit of the Condominium Property, a perpetual, non-exclusive easement from, upon, over and across the Eastern Drive Aisle for purposes of vehicular and pedestrian access from Indian Bend Road to and from the Condominium Property.

3. Monument Sign Easement. Effective as of the Signage Installation Date, Residential Owner hereby grants and conveys to Wyndham, for the benefit of the Wyndham Property, a perpetual, non-exclusive easement over and across that portion of the Residential Property described on the attached Exhibit F (the "**Signage Easement Area**") for purposes of using up to fifty percent (50%) of the display area of any monument sign constructed by Residential Owner thereon (at such specific location on such monument sign as may be designated by Residential Owner), together with a perpetual, nonexclusive easement over, across and under those portions of the Residential Property reasonably necessary to access the Signage Easement Area. As used herein, the term "**Signage Installation Date**" means the date on which Residential Owner installs a monument sign within the Signage Easement Area in accordance with all applicable laws. Residential Owner shall be solely responsible for all costs associated with the initial installation of the monument sign and the underground electrical line connecting the monument sign to a source of electrical power. Residential Owner shall install any such monument sign and electrical line in accordance with all requirements of any applicable law, ordinance, rule, regulation or order. Residential Owner shall also be solely responsible for all costs associated with the placement of Wyndham's initial signage on the monument sign (provided that any replacement signage shall be placed at Wyndham's sole cost and expense). Residential Owner shall arrange for the ongoing maintenance and utility service to the monument sign; provided, however, that following Residential Owner's placement of Wyndham's signage on the monument sign, Wyndham shall be responsible for fifty percent (50%) of the ongoing maintenance, repair, and utility costs associated with the monument sign, and shall reimburse Residential Owner for Wyndham's share of such costs within thirty (30) days following Residential Owner's demand therefor (which demand must be accompanied by reasonable supporting documentation). Prior to Residential Owner's placement of any Wyndham signage within the monument sign, Wyndham shall submit plans for such signage to Residential Owner for Residential Owner's approval, which approval shall not be unreasonably withheld, conditioned, or delayed (and will be deemed given unless Residential Owner provides written notice to Wyndham outlining its objections to such signage plans within thirty (30) days following Residential Owner's receipt thereof).

4. Condominium Property Easement. Effective as of the Effective Date, Condominium Association and Wyndham hereby grant and convey to Residential Owner, for the benefit of the Residential Property, (i) a perpetual non-exclusive easement upon, over and across that portion of the Condominium Property more particularly described in the attached Exhibit G-1 (the "**Southern Access Easement**") for purposes of installing, maintaining, repairing, replacing asphalt, curb cuts and related roadway improvements within the Southern Access Easement (collectively, the "**Southern Drive Aisle**") and providing Residential Owner, its agents, users, invitees, tenants, and guests with vehicular and pedestrian access over and across the Southern Drive Aisle to and from the Residential Property and adjacent public and private roadways; and (ii) a perpetual, exclusive easement upon, over and across that portion of the Condominium Property more particularly described in the attached Exhibit G-2 (the "**Southern Parking Easement**") for purposes of installing, maintaining, repairing and replacing parking stall improvements within the Southern Parking Easement area and providing Residential Owner, its agents, users, invitees, tenants, and guests the exclusive right to park vehicles within the Southern Parking Easement area and the right to remove any unauthorized vehicles therefrom. Residential Owner shall be



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responsible for all costs related to the permitting, design, construction, modifications, maintenance, repair, and replacement of the Southern Drive Aisle and any improvements within the Southern Parking Easement. Condominium Association and Wyndham acknowledge that (i) the Southern Access Easement extends through a portion of the Condominium Property currently improved with fourteen (14) parking spaces and (ii) Residential Owner's installation of the Southern Drive Aisle will eliminate such parking spaces and render them unavailable for Wyndham's and Condominium Association's use. Accordingly, as soon as reasonably practicable following Residential Owner's installation of the Southern Drive Aisle, Residential Owner shall, at its sole cost and expense, install nine (9) replacement parking spaces within the area depicted and described in the attached Exhibit G-3, the westernmost portion of which is located within the Residential Property as shown on page 2 of Exhibit G-3 (such westernmost portion being referred to herein as the "**Replacement Parking Easement Area**"), and the balance of which is located on the Condominium Property. Upon Residential Owner's installation of the nine (9) replacement parking spaces, Residential Owner shall be deemed to have granted to Wyndham, the Condominium Association, and their respective invitees, users, and guests, for the benefit of the Condominium Property, a perpetual non-exclusive easement, license and privilege for the purposes of accessing, using and occupying the Replacement Parking Easement Area for vehicle parking purposes. Residential Owner shall further grant to Wyndham and the Condominium Association the right to utilize five (5) additional parking spaces on the Residential Property, as provided in Section 5 below.

5. Parking Easement. Effective upon Residential Owner's completion of the Southern Drive Aisle, Residential Owner grants and conveys to Wyndham, the Condominium Association, and their respective invitees, users, and guests, for the benefit of the Condominium Property, a perpetual non-exclusive easement, license and privilege for the purposes of accessing, using and occupying five (5) parking spaces upon the Residential Property at the locations more particularly described in the attached Exhibit H (the "**Parking Easement**"). Residential Owner shall be responsible for grading, paving, painting lines and otherwise finishing the Parking Easement, and all costs related thereto. Residential Owner shall be responsible for all maintenance, repair and improvements of the Parking Easement area.

6. Private Stormwater Drainage Easement. The Condominium Property is improved with the stormwater drainage facilities more particularly described in the attached Exhibit I-1 (the "**Condominium Drainage Facilities**"). The Condominium Drainage Facilities provide for stormwater drainage from the Condominium Property to the Flood Control District of Maricopa County's Regional Stormwater Facility located to the south of the Condominium Property, as generally depicted on the attached Exhibit I-1 (the "**Interceptor Channel**"). Effective as of the Effective Date, Condominium Association and Wyndham hereby grant and convey to Residential Owner, for the benefit of the Residential Property, a perpetual, non-exclusive easement over, under and across the Condominium Property for the drainage and migration of stormwater from the Residential Property through, over, across, and under the Condominium Drainage Facilities and Condominium Property to the Interceptor Channel. Condominium Association and Wyndham shall, at their sole cost and expense, maintain the Condominium Drainage Facilities in good operating condition and repair.

7. Sewer Easement. The Condominium Property is improved with the sewer facilities more particularly described in the attached Exhibit J-1 (collectively, the "**Condominium Sewage Facilities**"), including, without limitation, the sewer cleanout identified in such Exhibit J-1 (the "**Sewer Cleanout**"). The Condominium Drainage Facilities provide for the transmission of sewage from the Condominium Property to a 36" sewer line located near the Interceptor Channel. Effective as of the Effective Date,



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Condominium Association and Wyndham hereby grant and convey to Residential Owner, for the benefit of the Residential Property, a perpetual, non-exclusive easement over, under and across the Condominium Property for (i) the removal of the Sewer Cleanout and replacement of the same with the sewer manhole and related improvements as generally depicted in the attached Exhibit J-2 (collectively, the “**Sewer Improvements**”) and (ii) the transmission of sewage and wastewater from the Residential Property through, across, and under the Condominium Sewage Facilities to the 36” sewer line located near the Interceptor Channel. Residential Owner will be solely responsible for all costs associated with permitting, design, installation, maintenance, and repair of the Sewer Improvements. Condominium Association and Wyndham shall, at their sole cost and expense, maintain the Condominium Sewage Facilities in good operating condition and repair.

8. Water Easement. The Condominium Property is improved with the water facilities more particularly described in the attached Exhibit K-1 (the “**Condominium Water Facilities**”). The Condominium Water Facilities provide for the transmission of water from the City of Scottsdale public water system to the Condominium Property. Effective as of the Effective Date, the Condominium Association and Wyndham hereby grant and convey to Residential Owner, for the benefit of the Residential Property, a perpetual, non-exclusive easement over, under and across the Condominium Property for purposes of installing, maintaining, and replacing an 8” water line tie-in (the “**Water Line Improvements**”) to the existing 8” waterline on the Condominium Property to create the City of Scottsdale water loop system. The Residential Owner shall be solely responsible for all costs associated with the design, permitting, installation and ongoing maintenance of the Residential Owner’s Water Line Improvements. The Residential Owner shall install the Water Line Improvements in accordance with all requirements of any applicable law, ordinance, rule, regulation or orders. In addition, at Residential Owner’s request, Condominium Association and Wyndham shall grant a 16’ waterline easement to the City of Scottsdale for the waterline extension on the Condominium Property as more particularly described in the attached Exhibit K-2. Condominium Association and Wyndham shall, at their sole cost and expense, maintain all water utilities within the Condominium Property in good operating condition and repair.

9. Joint Refuse. Effective as of the Effective Date, Condominium Association and Wyndham hereby grant and convey to Residential Owner and its successors and assigns, for the benefit of the Residential Property, (i) a perpetual, non-exclusive easement over and across the portion of the Condominium Property more particularly described in the attached Exhibit L (the “**Refuse Area**”) for the purpose of installing, accessing, using, operating, maintaining and replacing within the Refuse Area (a) a thirty-five (35)-yard self-contained trash compactor with associated dumper, related utility infrastructure, an eight (8)-yard refuse dumpster (with grease interceptor for such dumpster to be tied to the City of Scottsdale’s sanitary sewer system, a sewer manhole immediately adjacent to such interceptor, and related facilities (collectively, the “**Garbage Facilities**”), and (b) an enclosure wall that extends at least two (2) feet above the Garbage Facilities (the “**Garbage Enclosure Wall**”); and (ii) a perpetual, non-exclusive easement over and across such portions of the Condominium Property as may be reasonably necessary to access the Refuse Area. The Garbage Facilities and Garbage Enclosure Wall may hereinafter be collectively referred to as the “**Refuse Improvements**.” The refuse dumpster will be for the exclusive use of Residential Owner, while the trash compactor will be for the joint use of Residential Owner, Wyndham, and their respective guests, invitees, tenants, and agents. Prior to the installation of any Refuse Improvements within the Refuse Area, Residential Owner shall prepare plans and specifications for the Refuse Improvements (“**Refuse Plans**”) and submit the same to Wyndham for its review and approval,



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which approval shall not be unreasonably withheld, conditioned, or delayed, and shall be deemed given unless Wyndham provides written notice to Residential Owner of any reasonable objections to the Refuse Plans within ten (10) business days following Wyndham's receipt thereof. The Refuse Improvements must comply with the City of Scottsdale Design Standards and Policies Manual and the City of Scottsdale Standard Details. Following Wyndham's approval of the Refuse Plans, Residential Owner shall submit the same to the City of Scottsdale and thereafter use commercially reasonable efforts to obtain all governmental approvals and permits necessary for Residential Owner to install the Refuse Improvements within the Refuse Area in accordance with the Refuse Plans. Residential Owner shall be solely responsible for all costs associated with design, permitting, installation, utility service cost, and ongoing maintenance and repair of the Refuse Improvements.

10. Access Interruptions; Construction Phasing and Sequencing Plan. Wyndham and Condominium Association acknowledge that Residential Owner's installation of the Refuse Improvements, Eastern Drive Aisle, Southern Drive Aisle, Sewer Improvements, Water Line Improvements, and other improvements in connection with the Residential Project will require Residential Owner to temporarily obstruct and prevent access by Wyndham, Condominium Association, and their respective agents, users, invitees, and guests (collectively, the "**Condominium Parties**") through the Eastern Drive Aisle, Southern Drive Aisle, and Western Drive Aisle (any such temporary obstruction being referred to herein as an "**Access Interruption**"). Any improvement work that will obstruct access through the Eastern Drive Aisle, Southern Drive Aisle, or Western Drive Aisle is referred to herein as an "**Interrupting Improvement**." From and after the mutual execution of this Easement Agreement, Wyndham, Condominium Association, and Residential Owner shall negotiate in good faith and use commercially reasonable efforts to agree upon a construction sequencing and phasing plan to establish a general timeline for Residential Owner's installation of the Interrupting Improvements and to ensure that Wyndham and Condominium Association are provided at least one (1) mode of access from the Condominium Property to Indian Bend Road during any Access Interruption.

11. Damage. Notwithstanding any provision of this Easement Agreement to the contrary, in the event damage is caused to any of the burdened property described in this Easement Agreement by the benefited easement property owner, or the invitees, lessees, users and/or guests thereof, the benefited easement property owner shall be the responsible for the costs necessary to repair such damage; provided, however, that this excludes the cost of routine maintenance and ordinary wear and tear over time.

12. Default. In the event that any Party hereunder breaches any of the conditions or covenants of this Easement Agreement, and such failure shall continue after written notice and not less than thirty (30) days opportunity to cure, the non-defaulting Party shall be entitled to any and all remedies available hereunder, at law or in equity (including without limitation the right to terminate this Easement Agreement upon not less than an additional thirty (30) days notice or to self-help as set forth in Section 13). All of the rights and remedies of the non-defaulting Party hereunder shall be cumulative, and the exercise of one or more remedies shall not be deemed to exclude or constitute a waiver of any other or additional remedy available hereunder or at law.

13. Self Help. If any Party shall default in the performance of an obligation required of such Party (such Party being referred to herein as the "**Defaulting Party**" and any non-defaulting Party, the "**Non-Defaulting Party**"), in addition to all other remedies the Non-Defaulting Party may have at law or in equity, after thirty (30) calendar days' prior notice to the Defaulting Party (except in the case of an emergency, in which case, such prior notice as is practical under the circumstances), the Non-Defaulting



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Party shall have the right to perform such obligation on behalf of the Defaulting Party, which right will include, without limitation, the right and license to enter the Defaulting Party's property for purposes of performing such obligation. In such an event, the Defaulting Party shall promptly reimburse the Non-Defaulting Party following written notice from the Non-Defaulting Party to the Defaulting Party listing all such costs incurred by such Non-Defaulting Party pursuant to this Section 13.

14. Notices. Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and may be delivered personally with a receipt requested therefor or sent by a nationally recognized overnight courier service or by United States registered or certified mail, return receipt requested, postage prepaid or email transmission and addressed to the parties at their respective addresses set forth below, and the same shall be effective (i) upon receipt or refusal if delivered personally or email transmission, (ii) one business day after depositing with such an overnight courier service, or (iii) three business days after deposit in the mail if mailed. A Party may change its address for receipt of notices by service of a notice of such change in accordance herewith. Notices shall be addressed as follows:

If to Condominium Association:

Scottsdale Club Villas Condominium Association  
6609 N. Scottsdale Road, Suite 202  
Scottsdale, AZ 85250-7801  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

If to Residential Owner:

**[INSERT]**  
c/o The Wolff Company II, LLC  
6710 E. Camelback Rd., Suite 100  
Scottsdale, Arizona, 85251  
Attn: H. Curtis Keller  
Email: [ckeller@awolff.com](mailto:ckeller@awolff.com)

If to Wyndham:

Wyndham Resort Development Corporation  
6277 Sea Harbor Drive  
Orlando, Florida 32821  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

15. Obstructions to Use of Easement Property. Subject to Section 10 above, (i) none of the Parties, nor any other person permitted to use the easement property under the terms of this Easement Agreement, may utilize the easement property in any way that interferes with its safe use by any other Party, or intended beneficiary of an easement, and (ii) any obstructions or impediments to the use of the easement property may be removed, without notice, by any other Party hereunder and the cost of such removal shall be borne by the Party causing or responsible for such obstruction.



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16. Indemnification. Each Party hereto hereby agrees to protect, defend, indemnify and hold the other Party harmless from and against any and all liabilities, claims, expenses, losses and damages (including reasonable attorney fees and costs), that may at any time be asserted against such other Party as a result of the gross negligence or willful misconduct of the indemnifying Party.

17. Insurance. From and after the Effective Date, Residential Owner shall, at its sole cost and expense, maintain in full force and effect a commercial general liability insurance policy (or its then equivalent in the insurance industry) with broad form general liability endorsement, which shall provide coverage against all claims for bodily injury, death or property damage resulting from the use or maintenance of the Southern Drive Aisle by Residential Owner and its contractors, licensees, concessionaires, tenants, agents, servants, employees, guests, invitees and visitors or the installation of any improvements within the Condominium Property, with policy limits of not less than Two Million Dollars (\$2,000,000) for injury or death of one or more persons in any one accident or occurrence in the aggregate, which policy must name Wyndham and Condominium Association as additional insureds. From and after the Effective Date, each of Wyndham and Condominium Association shall, at its sole cost and expense, maintain in full force and effect a commercial general liability insurance policy (or its then equivalent in the insurance industry) with broad form general liability endorsement, which shall provide coverage against all claims for bodily injury, death or property damage resulting from the use or maintenance of the Signage Easement Area, Eastern Drive Aisle or Western Drive Aisle by Wyndham or Condominium Association, as applicable, or their respective contractors, licensees, concessionaires, tenants, agents, servants, employees, guests, invitees and visitors, with policy limits of not less than Two Million Dollars (\$2,000,000) for injury or death of one or more persons in any one accident or occurrence in the aggregate, which policy must name Residential Owner as an additional insured.

18. Successors and Assigns. This Easement Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. The easements are not personal to the Parties, but shall constitute a servitude upon the lands that are subject to the easement for the benefit of Parties and any subsequent owner or owners thereof.

19. Severability. Whenever possible, each provision of this Easement Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Easement Agreement shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law or, if for any reason it is not deemed so modified, it shall be prohibited or invalidated only to the extent of such prohibition or invalidity without the remainder thereof or any other provision in this Easement Agreement being prohibited or invalidated.

20. No Waiver. No term, covenant, representation, warranty or condition of this Easement Agreement may be waived without the execution of a written instrument signed by the Parties. The failure of any Party at any time to require performance of any provision under this Easement Agreement, or to exercise any remedy available to it hereunder or at law, shall in no manner affect the right of such Party to enforce or exercise the same at any later date. Furthermore, no waiver by any Party of any condition, term, covenant, representation, remedy or warranty contained in this Easement Agreement or available at law, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of the same.

21. Authority. Each Party hereto represents and covenants that (i) it has full power and authority to enter into this Easement Agreement and to assume and perform all of its obligations



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hereunder, (ii) it has obtained the necessary permissions to enter in this Easement Agreement, and (iii) the persons executing this Easement Agreement have the authority to sign the Easement Agreement on its behalf.

22. Amendment. The provisions of this Easement Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of the Parties, evidenced by a document that has been fully executed and acknowledged by all the Parties and recorded in the official records of Maricopa County, Arizona.

23. Headings. All paragraph headings in this Easement Agreement have been included herein for reference purposes only and are not to be used in the interpretation of this Easement Agreement.

24. Governing Law. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, in all respects, without regard to principles of conflict of laws.

25. Entire Easement Agreement. This Easement Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof, and it supercedes any and all prior and contemporaneous understandings or agreements of the Parties, whether written or oral, and there are no other terms, conditions, representations or warranties with regard thereto. All exhibits to this Easement Agreement are incorporated herein by this reference and made a part hereof. This Easement Agreement cannot be modified or amended, except in writing, and it shall inure to the benefit of and be binding on the Parties hereto, and their respective heirs, legal representatives, successors and permitted assigns, and shall run with title to the land. This Easement Agreement may be executed in counterparts.

[SIGNATURE PAGES TO FOLLOW]



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IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as of the Effective Date.

**CONDOMINIUM ASSOCIATION:**

SCOTTSDALE CLUB VILLAS  
CONDOMINIUM ASSOCIATION, an Arizona  
non-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RESIDENTIAL OWNER:**

**[INSERT]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WYNDHAM:**

WYNDHAM RESORT DEVELOPMENT  
CORPORATION, an Oregon corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



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STATE OF \_\_\_\_\_ )  
: ss  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of SCOTTSDALE CLUB VILLAS CONDOMINIUM ASSOCIATION, the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of said entity.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
(Print Name)

My commission expires: \_\_\_\_\_



STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of WYNDHAM RESORT DEVELOPMENT CORPORATION, the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of said entity.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

Notary Public (Signature)

(Print Name)

My commission expires: \_\_\_\_\_



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STATE OF \_\_\_\_\_ )  
: ss  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of said entity.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
(Print Name)

My commission expires: \_\_\_\_\_



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Exhibit "A"  
Condominium Property

DRAFT

EXH A



**[PROPOSED EASEMENT AGREEMENT  
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Exhibit "B"  
Wyndham Property

DRAFT



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Exhibit "C"  
Residential Property

DRAFT

**[PROPOSED EASEMENT AGREEMENT  
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Exhibit "D"  
Western Drive Aisle

DRAFT



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Exhibit "E"  
Eastern Drive Aisle

DRAFT

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ALL TERMS AND CONDITIONS HEREIN SUBJECT TO ONGOING NEGOTIATIONS]**

Exhibit "F"  
Signage Easement Area

DRAFT



**[PROPOSED EASEMENT AGREEMENT  
ALL TERMS AND CONDITIONS HEREIN SUBJECT TO ONGOING NEGOTIATIONS]**

Exhibit "G-1"  
Southern Access Easement

DRAFT

**[PROPOSED EASEMENT AGREEMENT  
ALL TERMS AND CONDITIONS HEREIN SUBJECT TO ONGOING NEGOTIATIONS]**

Exhibit "G-2"  
Replacement Parking Spaces

DRAFT



**[PROPOSED EASEMENT AGREEMENT  
ALL TERMS AND CONDITIONS HEREIN SUBJECT TO ONGOING NEGOTIATIONS]**

Exhibit "H"  
Parking Easement

DRAFT

**[PROPOSED EASEMENT AGREEMENT  
ALL TERMS AND CONDITIONS HEREIN SUBJECT TO ONGOING NEGOTIATIONS]**

Exhibit "I-1"  
Condominium Drainage Facilities

DRAFT



**[PROPOSED EASEMENT AGREEMENT  
ALL TERMS AND CONDITIONS HEREIN SUBJECT TO ONGOING NEGOTIATIONS]**

Exhibit "I-2"  
16' Waterline Easement

DRAFT

**[PROPOSED EASEMENT AGREEMENT  
ALL TERMS AND CONDITIONS HEREIN SUBJECT TO ONGOING NEGOTIATIONS]**

Exhibit "J-1"  
Condominium Sewage Facilities

DRAFT



**[PROPOSED EASEMENT AGREEMENT  
ALL TERMS AND CONDITIONS HEREIN SUBJECT TO ONGOING NEGOTIATIONS]**

Exhibit "J-2"  
Sewer Improvements

DRAFT

**[PROPOSED EASEMENT AGREEMENT  
ALL TERMS AND CONDITIONS HEREIN SUBJECT TO ONGOING NEGOTIATIONS]**

Exhibit "K-1"  
Condominium Water Facilities

DRAFT



**[PROPOSED EASEMENT AGREEMENT  
ALL TERMS AND CONDITIONS HEREIN SUBJECT TO ONGOING NEGOTIATIONS]**

Exhibit "K-2"  
Depiction of 16' Water Line Easement to be granted to City

DRAFT

**[PROPOSED EASEMENT AGREEMENT  
ALL TERMS AND CONDITIONS HEREIN SUBJECT TO ONGOING NEGOTIATIONS]**

Exhibit L  
Refuse Area

DRAFT