

APN: Portions of 1319-15-000-024

When Recorded, Return To:

**Michael J. Thompson
9271 S. John Young Pkwy
Orlando, Florida 32819**

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (“Easement Agreement”) is made and entered into this 16th day of January, 2020, by and between HOLIDAY INN CLUB VACATIONS INCORPORATED, a Delaware corporation, hereinafter referred to as “Developer,” and WALLEY'S PROPERTY OWNERS' ASSOCIATION II, INC., a Nevada non-profit corporation, hereinafter referred to as “Association.”

RECITALS

WHEREAS, the capitalized terms used herein shall as the context dictates have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions for David Walley's Resort II recorded as Document Number 2020-940683 in the Official Records of Douglas County, Nevada, as amended from time to time (the “Declaration”); and

WHEREAS, the Developer is the owner of certain real property used for parking and vehicular access and as more specifically described in Exhibit “A-1” attached hereto and incorporated herein by this reference (the “**Parking and Roadway Property**”); and

WHEREAS, the Developer is the owner of certain real property as more specifically described in Exhibit “A-2” attached hereto and incorporated herein by this reference (the “**Developer's Property**”); and

WHEREAS, the Association is the entity charged with maintaining and operating certain real property more specifically described in Exhibit “B” attached hereto and incorporated herein by this reference (the “**Benefitted Property**”); and

WHEREAS, Developer desires to grant certain non-exclusive easements in favor of Association, the Owners and their successors, assigns and designees to use the Parking and Roadway Property and Developer's Property as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Easement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by reference.

2. **Access and Parking Easement**. Subject to the terms and conditions set forth herein, Developer hereby grants to the Association, the Owners and their successors, assigns and designees for the benefit of the Benefitted Property, a perpetual, non-exclusive easement over, on and through the Parking and Roadway Property, during Owner's properly reserved Use Period, for utilities, parking and pedestrian and vehicular access, ingress, egress and support (the "Access and Parking Easement").

3. **Pedestrian Easement**. Subject to the terms and conditions set forth herein, Developer hereby grants to the Association, the Owners and their successors, assigns and designees for the benefit of the Benefitted Property, a perpetual, non-exclusive easement over, on and through the Developer's Property, during Owner's properly reserved Use Period, for pedestrian access, ingress, egress and support (the "Pedestrian Easement").

4. **Maintenance Obligation**. Developer shall retain the obligation to operate, maintain and repair the Parking and Roadway Property and the Developer's Property; provided, however, the cost of such operation, maintenance and repair shall be reimbursed by the Association to Developer.

5. **Benefits and Burdens**. All benefits and burdens arising under this Easement Agreement shall run with the land and titles to the Benefitted Property and the burdened property – the Parking and Roadway Property with respect to the Access and Parking Easement and the Developer's Property with respect to the Pedestrian Easement - and shall inure to the benefit of and bind Developer, Association and each of their respective successors and assigns. Both the Access and Parking Easement and the Pedestrian Easement shall be subject to the following rights and restrictions:

- a. Developer's right to improve the Parking and Roadway Property and the Developer's Property and to change and relocate any established easement or right of way for utilities, parking access, vehicular and pedestrian ingress, egress or support from time to time. Any change or relocation shall be subject to the consent of the Board of the Association which shall not be unreasonably withheld, so long as the Owners and their guests, lessees and invitees continue to enjoy the Access and Parking Easement and Pedestrian Easement without material, long-term interference.
- b. Developer's right to adopt, amend and enforce rules and regulations for use of the Parking and Roadway Property and the Developer's Property.

- c. The right of the Developer to limit the number of guests using the Access and Parking Easement and the Pedestrian Easement.
 - d. The right of the Association to suspend an Owner's right to use the Access and Parking Easement and the Pedestrian Easement for any period during which any Assessment owed by such Owner remains unpaid.
6. **No Dedication for Public Use.** Nothing contained in this Easement Agreement shall be deemed to be a dedication of any area for public use, and all rights and easements herein created and granted are private and do not constitute a grant for public use.
7. **Counterpart Execution; Recordation.** This Easement Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement. This Easement Agreement shall be recorded in the Official Records of the Douglas County, Nevada Recorder's Office.
8. **Construction; Gender and Number.** All of the parties to this Easement Agreement have participated freely in the negotiation and preparation hereof. This Easement Agreement shall not be more strictly construed against any party. All personal pronouns used whether in the masculine, feminine or neuter gender, shall include all other genders. The singular shall include the plural and the plural shall include the singular unless the context shall indicate or specifically provide to the contrary.
9. **Modification.** This Easement Agreement cannot be altered, amended or modified except by written instrument executed by all of the parties hereto or their respective successors and assigns and recorded in the Official Records of the Douglas County, Nevada Recorder's Office.
10. **Waiver.** Any failure to enforce any provision contained in this Easement Agreement shall in no way be deemed a waiver of the right to do so thereafter.
11. **Section Headings and Exhibits.** The headings preceding the sections of this Easement Agreement are for convenience only and shall not be considered in the construction or interpretation of this Easement Agreement. All Exhibits referred to in this Easement Agreement are hereby incorporated into this Easement Agreement fully as if they were set forth verbatim herein.
12. **Severability.** In case any one or more of the provisions contained in this Easement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this invalidity, illegality or unenforceability shall not affect any other provision of this Easement Agreement and a valid, legal and enforceable provision shall be agreed upon by the parties and become a part of the Easement Agreement in lieu of the invalid, illegal or unenforceable provision or in the event a valid, legal and unenforceable provision cannot be crafted, this Easement Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.
13. **Governing Law; Time of Essence.** This Easement Agreement shall be governed by and construed and enforced under the internal laws of Nevada without giving effect to the rules

and principles governing the conflicts of laws. Time is of the essence under this Easement Agreement.

14. Notices. Any notices and other communications required or provided by this Easement Agreement shall be in writing and shall be deemed to have been made or given only as follows: (a) when hand delivered, (b) one (1) business day after delivery to a nationally recognized overnight courier service for next business day delivery, or (c) when received by confirmed facsimile transmission, in all cases addressed to the parties at their respective addresses as follows:

Association:

Walley's Property Owners' Association II,
Inc.
C/O Manager
9271 S. John Young Parkway
Orlando, Florida 32819
Attn: President

Developer:

Holiday Inn Club Vacations Incorporated
9271 South John Young Parkway
Orlando, Florida 32819
Attention: Brian T. Lower


15. Entire Agreement. This Easement Agreement, together with the Exhibits attached hereto, constitutes the entire Easement Agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements and negotiations between the parties with respect thereto.

[Remainder of page left intentionally blank]

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

“ASSOCIATION”

WALLEY’S PROPERTY OWNERS’
ASSOCIATION II, INC., a Nevada nonprofit
corporation

By: 

Michael J. Thompson
As Its: Vice President

“DEVELOPER”

HOLIDAY INN CLUB VACATIONS
INCORPORATED, a Delaware corporation

By: 

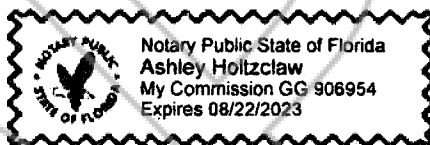
Michael J. Thompson
As Its: Senior Vice President

[Signature Page to Easement Agreement]

State of Florida)
County of Orange)

The foregoing instrument was acknowledged by means of physical presence or online notarization before me on 16th day of January, 2020 by Michael J. Thompson, as Vice President of Walley's Property Owners' Association II, a Nevada nonprofit corporation. He is personally known to me.

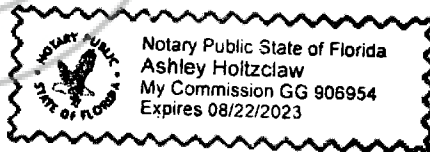
Ashley Holtzclaw
Notary Public



State of Florida)
County of Orange)

The foregoing instrument was acknowledged by means of physical presence or online notarization before me on the 16th day of January, 2020 by Michael J. Thompson, as Senior Vice President of Holiday Inn Club Vacations Incorporated, a Delaware corporation. He is personally known to me.

Ashley Holtzclaw
Notary Public



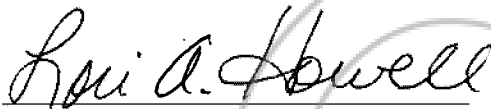
[Acknowledgements Page to Easement Agreement]

**CERTIFICATE OF CONSENT OF BOARD OF DIRECTORS OF WALLEY'S
PROPERTY OWNERS ASSOCIATION II ("Association")**

The undersigned Secretary of the Association hereby certifies that a majority of the Board of Directors consented to the Easement Agreement and to the extent said legal descriptions relocate or abandon previously located easements, such relocation or abandonment was specifically consented to by the Board of Directors.

Dated this 16th of January, 2020.

WALLEY'S PROPERTY OWNERS
ASSOCIATION II, Inc., a Nevada nonprofit
corporation



Lori A. Howell
As its: Secretary

EXHIBIT "A-1"
Parking and Roadway Property

(Over A.P.N. 1319-22-000-018)

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A strip of land for access and parking area purposes located within a portion of the West one-half of the Southeast one-quarter ($W\frac{1}{2}SE\frac{1}{4}$) of Section 15, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the one-quarter corner common to Sections 15 and 22, T.13N., R.19E., M.D.M., a found 1985 BLM brass cap as shown on the Final Subdivision Map No. 98-05 for David Walley's Resort, a commercial subdivision, recorded October 19, 2000 in the office of Recorder, Douglas County, Nevada as Document No. 501638;

thence North $62^{\circ}58'41''$ East, 700.91 feet to a point on the northerly terminus of an existing access and parking area easement recorded in said office of Recorder in Book 0801, at Page 6980, the POINT OF BEGINNING;

thence leaving said easement, along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 216.00 feet, central angle of $21^{\circ}10'47''$, arc length of 79.85 feet, and chord bearing and distance of North $11^{\circ}57'07''$ East, 79.39 feet;

thence along the arc of a reverse curve having a radius of 184.00 feet, central angle of $29^{\circ}14'42''$, arc length of 93.92 feet, and chord bearing and distance of North $07^{\circ}55'10''$ East, 92.90 feet;

thence along the arc of a compound curve having a radius of 2.00 feet central angle of $90^{\circ}56'40''$, arc length of 3.17 feet, and chord bearing and distance of North $52^{\circ}10'31''$ West, 2.85 feet;

thence South $82^{\circ}21'09''$ West, 15.98 feet;

thence North $07^{\circ}38'51''$ West, 94.48 feet;

thence North $13^{\circ}50'00''$ West, 20.39 feet;

thence South $73^{\circ}36'54''$ West, 4.63 feet;

thence along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 238.50, central angle of $07^{\circ}43'25''$, arc length of 32.15 feet, and chord bearing and distance of North $12^{\circ}36'16''$ West, 32.13 feet;

thence South $83^{\circ}12'26''$ West, 7.78 feet;

thence North 06°47'34" West, 15.33 feet;

thence North 83°12'26" East, 7.75 feet;

thence along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 238.50 feet, central angle of 03°09'13", arc length of 13.13 feet, and chord bearing and distance of North 03°28'53" West, 13.13 feet;

thence North 02°14'10" West, 4.97 feet;

thence North 87°45'50" East, 18.08 feet;

thence North 00°14'05" West; 55.75 feet;

thence South 89°08'00" West, 18.51 feet;

thence along the arc of a curve to the left, non-tangent to the preceding course, having a radius of 339.00 feet, central angle of 09°30'06", arc length of 56.22 feet, and chord bearing and distance of North 04°36'12" West, 56.15 feet;

thence South 68°35'29" West, 9.78 feet;

thence North 21°24'31" West, 9.26 feet;

thence North 19°27'23" West, 4.23 feet;

thence North 70°32'37" East, 5.30 feet;

thence North 78°25'54" East, 6.81 feet;

thence along the arc of a curve to the left, non-tangent to the preceding course, having a radius of 339.00 feet, central angle of 29°33'02", arc length of 174.84 feet, and chord bearing and distance of North 26°13'11" West, 172.91 feet;

thence North 49°56'05" East, 18.00 feet;

thence along the arc of a curve to the left, non-tangent to the preceding course, having a radius of 357.00 feet, central angle of 07°12'39", arc length of 44.93 feet, and chord bearing and distance of North 44°33'13" West, 44.90 feet;

thence along the arc of a compound curve having a radius of 50.00 feet, central angle of 107°09'49", arc length of 93.52 feet, and chord bearing and distance of South 78°15'34" West, 80.47 feet to a pint on the easterly right-of-way line of Foothill Road as shown on said Final Subdivision Map:

thence along said easterly right-of-way line of Foothill Road, North 25°40'29" West, 76.41 feet;

thence leaving said easterly right-of-way line of Foothill Road, North $64^{\circ}19'31''$ East, 16.23 feet;

thence South $89^{\circ}17'04''$ East, 36.54 feet;

thence along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 100.50 feet, central angle of $30^{\circ}24'35''$, arc length of 53.34 feet, and chord bearing and distance of South $88^{\circ}03'15''$ East, 52.72 feet;

thence North $18^{\circ}17'27''$ East, 15.50 feet;

thence along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 116.00 feet, central angle of $24^{\circ}07'10''$, arc length of 48.83 feet, and chord bearing and distance of South $60^{\circ}38'15''$ East, 48.47 feet;

thence along the arc of a compound curve having a radius of 419.00 feet, central angle of $48^{\circ}20'35''$, arc length of 353.53 feet, and chord bearing and distance of South $24^{\circ}24'23''$ East, 343.13 feet;

thence South $00^{\circ}14'05''$ East, 52.58 feet;

thence along the arc of a curve to the left having a radius of 185.85 feet, central angle of $15^{\circ}36'31''$, arc length of 50.63 feet, and chord bearing and distance South $07^{\circ}26'36''$ East, 50.47 feet;

thence South $11^{\circ}05'45''$ East, 25.02 feet;

thence North $78^{\circ}54'15''$ East, 23.46 feet to the northwest corner of Adjusted Parcel G as shown on the Record of Survey to Support a Boundary Line Adjustment for Walley's Partners Ltd. Partnership filed for record September 20, 2002 in said office of Recorder as Document No. 552536;

thence along the westerly line of said Adjusted Parcel G, South $01^{\circ}21'44''$ West, 203.97 feet to the southwest corner of said Adjusted Parcel G;

thence South $37^{\circ}21'09''$ West, 2.20 feet;

thence South $52^{\circ}38'51''$ East, 41.95 feet;

thence along the arc of a curve to the right having a radius of 87.00 feet, central angle of $40^{\circ}03'04''$, arc length of 60.82 feet, and chord bearing and distance of South $32^{\circ}37'19''$ East, 59.58 feet to a point on said northerly terminus of an existing access and parking area easement;

thence along said northerly terminus of an existing access and parking area easement the following three courses:

North 88°38'16" West, 7.92 feet;

South 01°21'44" West, 4.50 feet;

North 88°38'16" West, 144.65 feet to the POINT OF BEGINNING containing 66,215 square feet, more or less.

The basis of bearing for this description is North 00°03'48" West, the North-South centerline of Section 15, T.13N., R.19E., M.D.M. as shown on the Record of Survey for David Walley's Resort, a commercial subdivision, filed for record April 29, 2002 in said office of Recorder as Document No. 540898.



EXHIBIT "A-2"

Developer's Property

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within a portion of the West one-half of the Southeast one-quarter (W4SE4) of Section 15 and the West one-half of the Northeast one-quarter (W4NE4) of Section 22, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the one-quarter corner common to Sections 15 and 22, T.13N., R.19E., M.D.M, a found 1985 BLM brass cap as shown on the Record of Survey prepared by David D. Winchell and Recorded September 28, 1989 in the office of Recorder, Douglas County, Nevada as Document No. 211937;

thence along the north-south centerline of said Section 15, North $00^{\circ}03'48''$ West, 1322.57 feet to a found 2" iron pipe, no tag;

thence North $86^{\circ}52'39''$ East, 249.87 feet to a point on the easterly right-of-way of Foothill Road, the northwest corner of Parcel E as shown on the Record of Survey for Walley's Hot Springs, Inc. recorded May 14, 1998 in the office of Recorder, Douglas County, Nevada as Document No. 439613, the POINT OF BEGINNING;

thence along the boundary of said Parcel E the following courses:

thence continuing North $86^{\circ}52'39''$ East, 4.38 feet to a found fence post, no tag, per Deed recorded February 28, 1977 in the office of Recorder, Douglas County, Nevada in Book 277, at Page 1249;

thence South $89^{\circ}20'43''$ East, 1064.63 feet;

thence South $00^{\circ}04'09''$ West, 2621.92 feet to a point on the north-south 1/16 line of the Northeast one-quarter of said Section 22;

thence South $89^{\circ}11'10''$ West, 1178.84 feet to a found rebar, no tag, a point on said easterly right-of-way of Foothill Road;

thence along said easterly right-of-way along the arc of a curve to the left, nontangent to the preceding course, having a radius of 1240.00 feet, central angle of $02^{\circ}22'15''$, arc length of 51.31 feet, chord bearing North $05^{\circ}40'39''$ East, and chord distance of 51.31 feet;

thence North $04^{\circ}29'31''$ East, 313.93 feet;

thence along the arc of a curve to the right having a radius of 1160.00 feet, central angle of $24^{\circ}21'00''$, arc length of 492.99 feet, chord bearing North $16^{\circ}40'01''$ East, and chord distance of 489.28 feet;

thence North $28^{\circ}50'31''$ East, 265.21 feet;

thence along the arc of a curve to the left having a radius of 1240.00 feet, central angle of 54°31'00", arc length of 1179.85 feet, chord bearing North 01°35'01" East, and chord distance of 1135.85 feet;

thence North 25°40'29" West, 499.42 feet to the POINT OF BEGINNING, containing 56.32 acres, more or less.

EXCEPTING THEREFROM THE FOLLOWING:

DESCRIPTION

Adjusted Parcel F

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within a portion of the West one-half of the Northeast one-quarter (W4NE4) or Section 22, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the one-quarter corner common to Sections 15 and 22, T.13N., R.19E., M.D.M., a found 1985 BLM brass cap as shown on the Record of Survey prepared by David D. Winchell and recorded September 28, 1989 in the office of Recorder, Douglas County, Nevada as Document No. 211937;

thence South 57°32'32" East, 640.57 feet to the POINT OF BEGINNING;

thence North 80°00'00" East, 93.93 feet;

thence North 35°00'00" East, 22.55 feet;

thence North 10°00'00" West, 92.59 feet;

thence North 80°00'00" East, 72.46 feet;

thence South 10°00'00" East, 181.00 feet;

thence South 80°00'00" West, 182.33 feet;

thence North 10°00'00" West, 72.46 feet to the POINT OF BEGINNING, containing 0.49 acres, more or less.

ALSO EXPECTING THEREFROM THE FOLLOWING:

DESCRIPTION

PARCEL E-1

The land referred to herein is situated in the State of Nevada, County of DOUGLAS, described as follows:

PARCEL E-1 of the Final Subdivision Map LDA #98-05 for DAVID WALLEY'S RESORT, a Commercial Subdivision, filed for record with the Douglas County Recorder on October 19, 2000, in Book 1000, at Page 3464, as Document No. 501638, and by Certificate of Amendment recorded November 3, 2000 in Book 1100, Page 467, as Document No. 502689, Official Records of Douglas County, Nevada.

The Basis of Bearing of this description is North $00^{\circ}05'30''$ East, the center of Section 22 to the center of Section 15, T.13N., R.19E., M.D.M. per Record of Survey prepared by David D. Winchell recorded September 28, 1989 as Document No. 211937. The bearings of Winchell's map are rotated $00^{\circ}13'08''$ (clockwise) to the found monuments at said center Sections.



EXHIBIT "B"

Benefitted Property

Parcel O as shown on that Record of Survey for David Walley' s Resort recorded on July 26, 2006 as Document No. 680634 in Book 0706 at Page 9384 in the Office of the Douglas County, Nevada Recorder. (A.P.N. 1319-15-000-027)

TOGETHER WITH:

Parcel P as shown on that Record of Survey for David Walley' s Resort recorded on July 26, 2006 as Document No. 680634 in Book 0706 at Page 9384 in the Office of the Douglas County, Nevada Recorder. (A.P.N. 1319-15-000-028)