

AGREEMENT REGARDING DISCOVERY PROJECT

This Agreement Regarding Discovery Project (this "*Agreement*") is made and entered into effective as of the 28 day of February, 2017, by and among: Weilenmann School of Discovery, a Utah nonprofit corporation having an address of 4199 Kilby Road, Park City, Utah 84098 ("*WSD*"); American Landmark Group LLC, a Utah limited liability company, having an address of c/o Lora Romney, 1168 Hanline Circle, Kaysville, Utah 84037 ("*Developer*"); Parleys Creek Limited Partnership, a Utah limited partnership, having an address of c/o Lora Romney, 1168 Hanline Circle, Kaysville, Utah 84037 ("*Parleys Creek*"); the Estate of Milton L. Weilenmann, having an address of 111 East Broadway, Suite 900, Salt Lake City, Utah 84111 ("*Estate*"); the Aldon Anderson Family LLC, having an address of 2862 E. 3335 So., Salt Lake City, Utah 84109 ("*AAFLLC*"), and Michael and Melanie Anderson, having an address of 2269 Hubbard Avenue, Salt Lake City, Utah 84108 ("*Andersons*"). WSD, Developer, Parleys Creek, Estate, AAFLLC and Andersons are referred to sometimes collectively herein as the "*Parties*," and individually as a "*Party*."

RECITALS

- A. WSD owns certain real property located in Summit County, Utah, identified as PP-38-C-1, and graphically shown on Attachment 1 (the "*School Parcel*").
- B. Parleys Creek owns certain real property located in Summit County, Utah, identified as PP-39 and graphically shown on Attachment 1 (the "*Parleys Creek Parcel*").
- C. Estate owns certain real property located in Summit County, Utah, identified as PP-38-C and graphically shown on Attachment 1 (the "*Estate Parcel*").
- D. Andersons own certain real property located in Summit County, Utah, identified as PP-38-C-2 and graphically shown on Attachment 1 (the "*Anderson Parcel*").
- E. AAFLLC owns certain real property located in Summit County, Utah, identified as PP-38-C-3 and graphically shown on Attachment 1 (the "*AAF Parcel*").
- F. Developer is pursuing the purchase of the Parleys Creek Parcel, the Estate Parcel and the AAF Parcel (collectively the "*Discovery Development Parcels*"), and upon the completion of such acquisition, plans to construct on the Discovery Development Parcels a number of homes and townhomes as described in plans and drawings submitted to Summit County, and in connection therewith will also provide related infrastructure, including roads, grading, sewers, retaining walls and bridges, as graphically shown on Attachment 1 (collectively, the "*Discovery Project*" graphically shown on Attachment 1). The Discovery Project requires a secondary access easement through the School Parcel, as contained within the WSD/Parleys Creek Boundary Line Agreement and Quit Claim Deed and Easement attached hereto as Exhibit A (the "*WSD/Parleys Creek Boundary Line Adjustment and Easement Agreement*") and the WSD/Estate Boundary Line Agreement, Quit Claim Deed and Easement attached hereto as Exhibit D (the "*WSD/Estate Boundary Line Adjustment and Easement Agreement*")."

- G. In order to facilitate the Discovery Project and provide its required secondary access over the School Parcel and to resolve various issues relating to the School Parcel, the Parleys Creek Parcel, the Estate Parcel, the Anderson Parcel and the AAF Parcel, the Parties have agreed to enter into this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Boundary and Easement between School Parcel and Parleys Creek Parcel. The School Parcel and the Parleys Creek Parcel adjoin one another, and WSD and Parleys Creek desire that the boundary line between those two parcels be adjusted to conform to the new boundary line and that a secondary access easement in favor of Parleys Creek be provided as set forth in the WSD/Parleys Creek Boundary Line Adjustment and Easement Agreement. Promptly following the execution of this Agreement by all Parties, WSD and Parleys Creek agree to execute and exchange counterparts of the WSD/Parleys Creek Boundary Line Adjustment and Easement Agreement, in order to adjust the common boundary line, establish a secondary access agreement in favor of Parleys Creek and quitclaim interests that need to be transferred to accomplish this adjustment, all as set forth in the WSD Parleys Creek Boundary Line Adjustment and Easement Agreement. At the same time, WSD and Parleys Creek will take actions to obtain a Consent of Lien Holders in the form attached hereto as Exhibit B (the "*WSD/Parleys Creek Lender Consent*") and a Partial Reconveyance of Trust Deed in the form attached hereto as Exhibit C (the "*WSD/Parleys Creek Partial Reconveyance*").
2. Boundary between School Parcel and Estate Parcel. The School Parcel and the Estate Parcel adjoin one another, and WSD and Estate desire that the boundary line between those two parcels be adjusted to conform to the new boundary line as set forth in the WSD/Estate Boundary Line Adjustment and Easement Agreement. Promptly following the execution of this Agreement by all Parties, WSD and Estate agree to execute and exchange counterparts of the WSD/Estate Boundary Line Adjustment and Easement Agreement, in order to adjust the common boundary line to be as referenced in the WSD/Estate Boundary Line Adjustment and Easement Agreement and quitclaim interests that need to be transferred to accomplish this adjustment. At the same time, WSD and Estate will take actions to obtain from each lender with respect to the School Parcel a Consent, Joinder, Waiver and Subordination of Lender in the form attached hereto as Exhibit E (the "*WSD/Estate Lender Consent*") and a Partial Reconveyance of Trust Deed in the form attached hereto as Exhibit F (the "*WSD/Estate Partial Reconveyance*").

3. Adjustments of Easements across School Parcel. The Parties desire to establish that any easements previously provided for the benefit of the Parleys Creek Parcel, Estate Parcel, AAF Parcel and Anderson Parcel (the "***Benefitted Parcels***") for egress and ingress across that portion of the School Parcel that is now under the structures built on the School Parcel have been extinguished and that there exists one clearly delineated easement across the School Parcel for the benefit of the Benefitted Parcels, which is shown on Exhibit M (the "***Adjusted Easement***"). In the event that the Discovery Project is not approved by Summit County, the Adjusted Easement shall be the access easement for the Benefitted Parcels. In the event that the Discovery Project is approved by Summit County, the Adjusted Easement shall become a gated, secondary, emergency only access easement for the benefit of the Discovery Project and the Anderson Parcel, once the Discovery Project is completed. Primary access for the Discovery Project and the Anderson Parcel will be over the Discovery Project's public rights of way, once completed. Accordingly, the WSD/Estate Boundary Line Adjustment and Easement Agreement provides for the termination of previously granted easements and the establishment of a new easement across the School Parcel, for the benefit of the Benefitted Parcels, and Developer, WSD, AAFLLC and Andersons agree to execute the WSD/Estate Boundary Line Adjustment and Easement Agreement upon the execution of this Agreement by all Parties, in order to establish the adjustments to easements as referenced therein.

4. Summary of Adjustments to Parcels. Pursuant to the WSD/Parleys Creek Boundary Line Adjustment Agreement and WSD/Estate Boundary Line Adjustment Agreement, the parcels being released and acquired by WSD will be as set forth in Exhibit G attached hereto. After giving effect to such agreements and parcel adjustments, the legal description of the adjusted School Parcel will be as set forth in Exhibit G, and the boundaries of the School Parcel will be as reflected in the survey attached hereto as Exhibit H.

5. Construction of Fence between WSD Access Road and Wetlands. Developer's acquisition of the Discovery Development Parcels is subject to the plans for the Discovery Project receiving the requisite approvals of the Summit County Council and Planning Department. Developer agrees that, if it acquires the Discovery Development Parcels, it will, at its own expense, and as part of the initial project construction phase, construct a four foot tall black vinyl coated chain link fence along and above the existing retaining walls that follow the WSD driveway to the parking lot. This fence will follow the western boundary of the parking lot and tie into the western side of the Developer's secondary emergency access gate. Developer may, at its election and discretion, also construct a split rail wood fence. The split rail fence will be located on or as close to the Discovery Project's property line as site conditions permit; WSD and Developer agree that some or all of the split rail fence may be located on WSD property but that Developer will strive to locate, as much as possible, the split rail fence on the Discovery Project's property. The general location of the fence is shown on Exhibit I attached hereto. All Parties agree and acknowledge that following the Developer's installation of the chain link fence, WSD will be responsible to maintain the chain link fence. Although portions of the split rail fence may be on WSD property, the Discovery

Project HOA will be responsible to maintain the split rail fence in good working and aesthetic order. All parties expressly acknowledge that the fence placement has been determined by geographic and safety concerns relating to the two parcels and in no way alters or changes the parcel boundaries. Prior to the installation of either fence types, the Developer and a WSD representative will meet on the site and agree to the exact location of the fencing.

6. Developer to Provide Access to Discovery Dedicated Open Space. The plans for the Discovery Project call for the dedication of an open space area of approximately 40 acres as indicated on Exhibit J (Parcel 2A) attached hereto, to be dedicated to Summit County or a political subdivision or agency thereof or a district created by Summit County, or to an open space preservation nonprofit entity (the "***Discovery Dedicated Open Space***"). In addition, the Developer will grant a public trail head area (Parcel 2D) as shown on Exhibit J to the Snyderville Basin Recreation District ("SBRD"). It is anticipated that SBRD will install the public trailhead in this location after the construction of the roads are completed or nearing completion. The Discovery Project's roads, sidewalks, and trails are intended to be public, which will ensure that WSD personnel, students, parents and guests will have the right to access and use the Discovery Dedicated Open Space via the SBRD trailhead. To facilitate the WSD School and its programs to access the Discovery Dedicated Open Space, the Developer grants a pedestrian access easement over the portion of the Discovery Project's secondary road that is to be located on the Discovery Project's property as shown on Exhibit N. This pedestrian access shall only be utilized by non-motorized access and is only to be permitted for use by WSD School programs and classes. The Parties understand that WSD personnel, students, parents and guests desire to use the Discovery Dedicated Open Space as natural, outdoor class room space, gain access to and use the Discovery Dedicated Open Space as referenced in Exhibit J. The Discovery Dedicated Open Space shall not include open space within the Discovery Project that is owned by the homeowners association.

7. WSD Grass Field. If the Developer acquires the Discovery Development Parcels and proceeds with the Discovery Project, the Developer shall use commercially reasonable efforts to secure approvals for and construct a grass field of approximately 5,000 sf located within the WSD property (the "***Grass Field***"). The Grass Field shall be constructed, and have an irrigation/watering system installed, in a manner that does not impair the use of a 20' fire lane running its length. The Grass Field shall have fencing along its southern edge parallel to the creek, and along the northern edge restricting student access to the storage areas underneath the school. Such fence shall be a 6' chain link fence consistent with the fence enclosing the adjacent basketball court, and shall include gates for access to the storage areas underneath the school. WSD shall be obligated to obtain any approvals required for fill. Construction of the Grass Field shall be completed by the end of the first full construction season following approval of the plat for the Discovery Project and receipt of all requisite approvals for construction of the Grass Field, subject to the qualification set forth below.

In the event the Developer cannot reasonably obtain approvals for the Grass Field satisfying the general intent above, or determines that it would be unable to construct the Grass Field for a cost of \$30,000 or less, then Developer may in the alternative donate \$30,000 to WSD for use on capital projects improving the grounds of the school, with such projects to be chosen at WSD's sole discretion. Such donation is to be made within thirty (30) days following the later of (i) the date the Grass Field construction was to be completed; or (ii) a determination by Developer that it cannot reasonably obtain the necessary approvals to construct the Grass Field, or cannot perform such construction within the budget referenced above.

8. WSD Support of Discovery Project. In consideration for the agreements and covenants of the other Parties hereto, WSD agrees to cooperate and collaborate with the Discovery Project, including the presentation of plans for the Discovery Project to Summit County authorities, and the review and endorsement of such plans as fall within the school's purview to such authorities, as well as in any public hearings involving the Discovery Project. WSD provided a letter describing the cooperative relationship that exists between WSD and the Developer attached hereto as Exhibit K.

9. Preferential Treatment of WSD Staff for Affordable Housing. The Discovery Project is to include residential units that are classified as affordable housing. In consideration for WSD's support of, and cooperation with, the Discovery Project, and WSD's agreement to participate in the various transactions contemplated hereby in order to facilitate the realization of the Discovery Project, Developer agrees that, subject to, and to the extent permitted by, applicable legal requirements, and in the context of working with Summit County and the Mountainlands Community Housing Trust regarding the handling of the affordable housing units, Developer will undertake to arrange that teachers and other staff members and employees of WSD, as well as other individuals designated by Developer are offered preferential treatment, in whatever form may be permitted, with respect to the purchase or lease of such units.

10. Developer Construction of New Primary Access; Adjustment of Easements. If the Developer acquires the Discovery Development Parcels, it shall at its own expense construct a new primary access road from Kilby Road to serve the Discovery Project, as shown on Exhibit L, (the "***New Primary Access Road***"). The Developer intends to name the New Primary Access Road "Discovery Way." All roads in the Discovery Project are intended to be public roads, which will provide legal access to the Anderson Parcel. The Developer grants an easement agreement granting to the Andersons an easement for ingress and egress, with reservations and easements equivalent to those previously enjoyed across the School Parcel (Exhibit M), the shared driveway serving Lots 251 and 252, as shown on Exhibit O, and across the portion of the secondary road that resides within the Discovery Project (Exhibit N) as set forth in the WSD/Estate Boundary Line Adjustment and Easement Agreement (the "New Easement Agreement"). The Andersons will execute the New Easement Agreement, provided that it grants equivalent rights to the Andersons to facilitate the use and enjoyment of the Anderson Parcel.

11. Authority. Each individual who executes this Agreement on behalf of a Party represents and warrants that such individual is duly authorized to do so and that no other signature, act or authorization is necessary to bind such Party to the provisions of this Agreement, or to effect the transactions contemplated hereby.
12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah applicable to contracts entered into and to be performed entirely within such State.
13. Changes in Writing. This Agreement and any of its terms may be changed, waived, discharged or terminated only by a written instrument signed by the Party against whom enforcement of the change, waiver, discharge or termination is sought.
14. Assignment. In the event that Developer assigns his rights to acquire the Discovery Development Parcels and develop the Discovery Project to another individual or entity, then Developer may assign all of his rights and obligations under this Agreement to such assignee, and upon such assignee's execution of a counterpart of this Agreement, such assignee shall then be treated in all respects as the Developer as defined herein, subject to the obligations and entitled to the benefits provided for herein.

IN WITNESS WHEREOF, this Agreement is executed effective as of February 28,
2017.

WSD:

Weilenmann School of Discovery

By: [Signature]
Title: Executive Director

Parleys Creek:

Parleys Creek Limited Partnership

By: _____
Hy Saunders, General Partner

By: [Signature]
Mike Milner, General Partner

Estate:

Estate of Milton L. Weilenmann

By: [Signature]
P. Christian Anderson, Personal Representative

Andersons:

Michael Anderson

Melanie Weilenmann Anderson

AAFLLC:

Aldon Anderson Family LLC

By: _____
Becky C. Anderson, Member

Developer:

American Landmark Group LLC

By: [Signature]
Michael J. Milner, - Managing Member

Signature Page to Agreement Regarding Discovery Project

IN WITNESS WHEREOF, this Agreement is executed effective as of _____, 2017.

WSD:
Weilenmann School of Discovery

By: _____
Title: _____


Estate:
Estate of Milton L. Weilenmann


By: _____
P. Christian Anderson, Personal Representative

Parleys Creek:
Parleys Creek Limited Partnership

By: _____
Hy Saunders, General Partner

By: _____
Mike Milner, General Partner

Andersons:


Michael Anderson


Melanie Weilenmann Anderson

AAFLLC:
Aldon Anderson Family LLC
By: _____
Becky C. Anderson, Member

Developer:
American Landmark Group LLC
By: _____
Michael J. Milner, - Managing Member

Signature Page to Agreement Regarding Discovery Project

IN WITNESS WHEREOF, this Agreement is executed effective as of February 28 2017.

WSD:

Weilenmann School of Discovery

By: _____

Title: _____

Estate:

Estate of Milton L. Weilenmann

By: _____
P. Christian Anderson, Personal Representative

Andersons:

Michael Anderson

Melanie Weilenmann Anderson

Developer:

American Landmark Group LLC

By: _____
Michael J. Milner,- Managing Member

Parleys Creek:

Parleys Creek Limited Partnership

By: Hy Saunders
Hy Saunders, General Partner

By: _____
Mike Milner, General Partner

AAFLLC:

Aldon Anderson Family LLC

By: _____
Becky C. Anderson, Member

Signature Page to Agreement Regarding Discovery Project

IN WITNESS WHEREOF, this Agreement is executed effective as of 2/25/2017, 2017.

WSD:

Weilenmann School of Discovery

By: _____

Title: _____

Estate:

Estate of Milton L. Weilenmann

By: _____
P. Christian Anderson, Personal Representative

Andersons:

Michael Anderson

Melanie Weilenmann Anderson

Developer:

American Landmark Group LLC

By: _____
Michael J. Milner, - Managing Member

Parleys Creek:

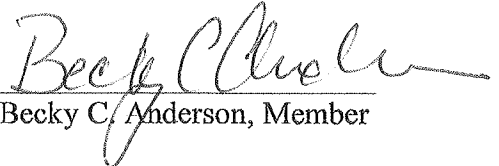
Parleys Creek Limited Partnership

By: _____
Hy Saunders, General Partner

By: _____
Mike Milner, General Partner

AAFLLC:

Aldon Anderson Family LLC

By: 
Becky C. Anderson, Member

Signature Page to Agreement Regarding Discovery Project

Listing of Exhibits to be attached to Agreement Regarding Discovery Project:

Attachment 1 – —Discovery Project and Parcel Map

Exhibit A – WSD/Parleys Creek Lot Line Adjustment and Easement Agreement

Exhibit B – WSD/Parleys Creek Lender Consent

Exhibit C -- WSD/Parleys Creek Partial Reconveyance

Exhibit D – WSD/Estate Lot Line Adjustment and Easement Agreement

Exhibit E – WSD/Estate Lender Consent

Exhibit F – WSD/Estate Partial Reconveyance

Exhibit G – Summary of Parcel Adjustments and Legal Descriptions

Exhibit H – Map Showing Adjusted Boundary Lines of School Parcel

Exhibit I – Fence Location

Exhibit J – Discovery Dedicated Open Space

Exhibit K –WSD Letter of Cooperation

Exhibit L – New Primary Access Road

Exhibit M – Adjusted Easement

Exhibit N- Emergency and Pedestrian Access Easements

Exhibit O- Shared Driveway Access Easement

ATTACHMENT #1

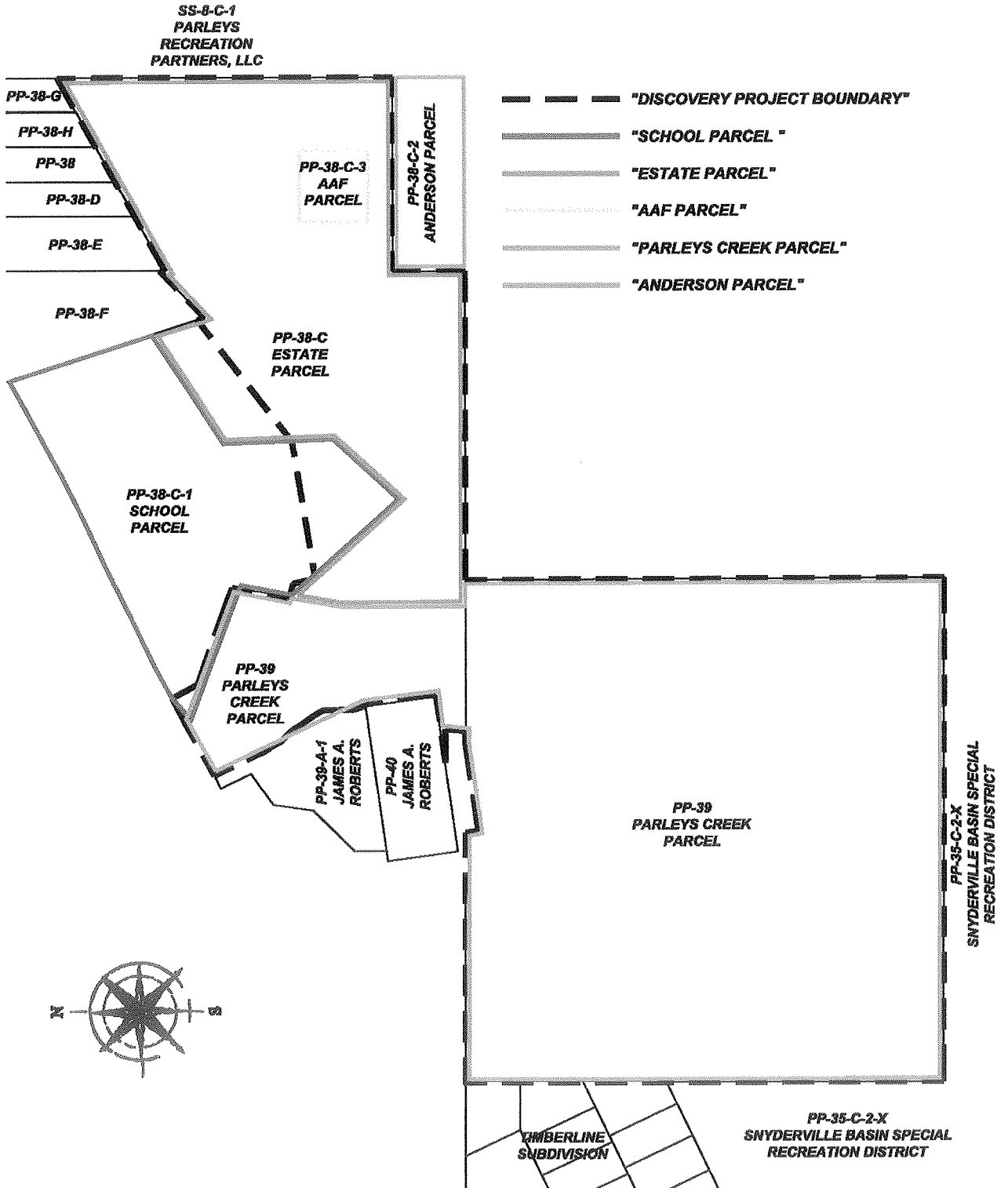


EXHIBIT A TO AGREEMENT REGARDING DISCOVERY PROJECT

WHEN RECORDED, MAIL TO:

P. Christian Anderson
Durham, Jones & Pinegar
111 East Broadway, Suite 900
Salt Lake City, Utah 84111

BOUNDARY LINE AND EASEMENT AGREEMENT AND QUIT CLAIM DEED

Tax Parcel Numbers: PP-39 and PP-38-C-1

This Boundary Line and Easement Agreement and Quit Claim Deed (this "**Agreement**") is made and entered into effective as of the 28 day of February, 2017, by and between Weilenmann School of Discovery, a Utah nonprofit corporation having an address of 4199 Kilby Road, Park City, Utah 84098 ("**WSD**") and Parleys Creek Limited Partnership, a Utah limited partnership, having an address of c/o Lora Romney, 1168 Hanline Circle, Kaysville, Utah 84037 ("**Parleys Creek**").

RECITALS

- A. WSD owns certain real property located in Summit County, Utah, identified as PP-38-C-1, and more fully described in Exhibit A-1 attached hereto (the "**School Parcel**").
- B. Parleys Creek owns certain real property located in Summit County, Utah, identified as PP-39, and more fully described in Exhibit A-2 attached hereto (the "**Parleys Creek Parcel**").
- C. The School Parcel and the Parleys Creek Parcel adjoin one another, and the parties hereto desire that the boundary line between the two parcels be adjusted to conform to the new boundary line as set forth on the Lot Line Adjustment Map attached hereto as Exhibit A-3 (the "**New Boundary Line**"). The parties also hereto desire to provide to Parleys Creek a gated secondary emergency access easement across the School Parcel as shown on Exhibit A-5 ("**Secondary Access Easement**").

AGREEMENT

NOW THEREFORE, in consideration of the covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Boundary Line Agreement. The common and shared boundary line between the School Parcel and the Parleys Creek Parcel is hereby adjusted to be the New Boundary Line. WSD and its successors in interest shall have the right to use, occupy and enjoy the School Parcel, up to the New Boundary Line. Parleys Creek and its successors in

interest shall have the right to use, occupy and enjoy the Parleys Creek Parcel, up to the New Boundary Line. The boundaries of the School Parcel and Parleys Creek Parcel shall be adjusted to reflect the New Boundary Line, as indicated on Exhibit A-3.

2. Quit Claims to Conform to New Boundary Line. WSD hereby quit claims to Parleys Creek all of WSD's right, title and interest in that portion of the School Parcel which lies west of the New Boundary Line (so that such portion of the School Parcel will now become part of the Parleys Creek Parcel, as reflected in Exhibit A-3 and more particularly described in Exhibit A-4 attached hereto). Parleys Creek hereby quit claims to WSD all right, title and interest of Parleys Creek in that portion of the Parleys Creek parcel which lies east of the New Boundary Line (so that such portion of the Parleys Creek Parcel will now become part of the School Parcel, as reflected in Exhibit A-3 and more particularly described in Exhibit A-4 attached hereto). After giving effect to the adjustments reflected herein, the descriptions of the School Parcel and the Parleys Creek Parcel will be as set forth in Exhibit A-4 attached hereto.
3. Secondary Access and Maintenance. The Parleys Creek parcel will be a part of the Discovery Project as identified in the Agreement Regarding Discovery Project dated February 28 2017. Summit County requires the Discovery Project to have a secondary access point, which is through and over the School Parcel to Kilby Road, as shown on Exhibit A-5. WSD hereby grants to Parleys Creek and its successors and assigns an easement in perpetuity across and over the School Parcel on the easement shown on Exhibit A-5 and described on Exhibit A-6. This access shall only be used in times of an emergency for use by emergency personnel or for the use of residents and guests of the Discovery Project to egress in times of an emergency. WSD will maintain the easement in good working order and will keep the easement open by not blocking the easement and keeping the easement free of snow during WSD operating days and times. WSD hereby grants a non-exclusive license for the Discovery Project HOA personnel, employees, vendors, or contractors for access and snow removal during times that WSD is not operating, ie weekends, Christmas break or other holidays. Any costs the Discovery Project HOA incurs during these times shall be borne solely by Discovery Project HOA. If requested, the Discovery Project HOA will provide necessary insurance coverages to WSD. Gates approved by the Park City Fire District will be installed on the Discovery Project's property in the two areas as shown on Exhibit A-5.
4. Authority. Each individual who executes this Agreement on behalf of a party hereto represents and warrants that such individual is duly authorized to do so and that no other signature, act or authorization is necessary to bind such party to the provisions of this Agreement, or to effect the transactions contemplated hereby.
5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah applicable to contracts entered into and to be performed entirely within such State.

- 6. Recording. This Agreement is to be recorded in the Summit County Recorder's Office with respect to the School Parcel and the Parleys Creek Parcel.
- 7. Changes In Writing. This Agreement and any of its terms may be changed, waived, discharged or terminated only by a written instrument signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

IN WITNESS WHEREOF, this Agreement is executed effective as of February 28, 2017.

WSD:

Weilenmann School of Discovery

By: [Signature]
 Title: Executive Director

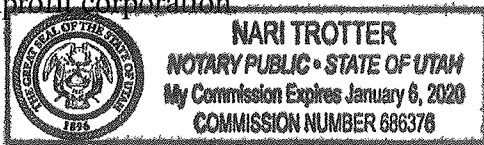
Parleys Creek:

Parleys Creek Limited Partnership

By: [Signature]
 Title: Gen. Partner
 By: [Signature]
 Title: Gen. Partner

STATE OF Utah)
)ss.
 COUNTY OF Summit)

The foregoing instrument was acknowledged before me on the 28th day of February, 2017, by Cynthia K. Phillips the Executive Director of Weilenmann School of Discovery, a Utah nonprofit corporation.



[Signature]
 Notary Public
 Residing at: Waldsburg, UT

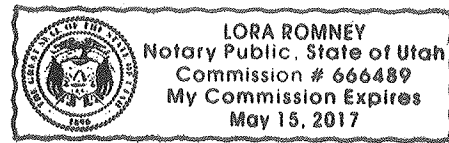
My Commission Expires:
1/6/2020

STATE OF Utah)
)ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me on the 28 day of February, 2017, by Leon H. Saunders, the General Partner of Parleys Creek Limited Partnership, a Utah limited partnership.

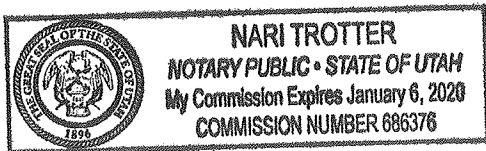
[Signature]
Notary Public
Residing at: Wayville, UT

My Commission Expires:
May 15, 2017



STATE OF Utah)
)ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me on the 28th day of February, 2017, by Michael J. Milner the General Partner of Parleys Creek Limited Partnership, a Utah limited partnership.



[Signature]
Notary Public
Residing at: Wallburg, UT

My Commission Expires:
1/6/2020

EXHIBIT A-1 to WSD/PARLEYS CREEK LOT LINE ADJUSTMENT AGREEMENT

Description of School Parcel

[Attached]

(Legal Description of the Property)

That certain real property located in Summit County, Utah, specifically described as follows:

Beginning at the East quarter corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence North $00^{\circ}04'11''$ West along the East line of Lot 2 a distance of 1134.85 feet; thence South $61^{\circ}16'46''$ West 625.69 feet; thence North $00^{\circ}04'11''$ West 15.4 feet; thence South $46^{\circ}43'36''$ West 181.53 feet; thence North $18^{\circ}21'11''$ West 157.78 feet to the True Point of Beginning; thence South $56^{\circ}37'40''$ West 386.86 feet; thence South $02^{\circ}12'48''$ East 305.16 feet; thence South $42^{\circ}54'58''$ West 248.60 feet; thence North $42^{\circ}19'31''$ West 410.84 feet; thence North $10^{\circ}00'00''$ East 142.17 feet; thence North $70^{\circ}00'00''$ West 394.47 feet; thence North $48^{\circ}26'49''$ East 79.94 feet to the intersection with the Southeasterly right of way line of the Interstate 80 Frontage Road, said right of way line also being the Southeasterly line of that tract of land as described in Warranty Deed to the State Road Commission of Utah, recorded July 25, 1972 as Entry No. 116412 in Book M39, Pages 586 and 587, in the office of the recorder of Summit County, Utah, the following five courses being along said right of way line; (1) thence North $61^{\circ}36'00''$ East 96.33 feet to a point on a tangent 3779.72 foot radius curve concave Southeasterly (the radius point bears South $28^{\circ}24'00''$ East 3779.73 feet of which the central angle is $05^{\circ}00'00''$); (2) thence Northeasterly along the arc of said curve a distance of 329.84 feet; (3) thence North $66^{\circ}36'00''$ East 10.66 feet to a point on a tangent 3859.72 foot radius curve concave Northwesterly (the center bears North $23^{\circ}24'00''$ West 3859.72 feet of which the central angle is $05^{\circ}00'00''$); (4) thence Northeasterly along the arc of said curve a distance of 336.82 feet; (5) thence North $61^{\circ}36'00''$ East 231.76 feet to the intersection with the Westerly line of a tract of land as described in a Quit Claim Deed to Judith L. Maedel, recorded May 18, 1981 as Entry No. 179621 in Book M187, Page 501, in said Recorder's office, the following course being along the Westerly line of said tract; thence South $18^{\circ}21'11''$ East 414.26 feet to the place of beginning.

The following is shown for informational purposes only: Tax Parcel No. PP-38-C-1.

EXHIBIT A-2 to WSD/PARLEYS CREEK LOT LINE ADJUSTMENT AGREEMENT

Description of Parleys Creek Parcel

LEGAL DESCRIPTION

PREPARED FOR

DISCOVERY

SUMMIT COUNTY, UTAH

(Revised: December 15, 2014)

SURVEY DESCRIPTION

OF

PP-39

All of that Real Property described in Deed Book 1244 Page 58 of the Official Records of Summit County, located in the NE1/4 and the SE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base & Meridian, more particularly described by Survey as follows:

Beginning at the Northeast Corner of the NW1/4 of the SE1/4 of Section 10, T1S, R3E, S.L.B.& M. located N89°58'00"W along the ¼ Section line 1,427.52 feet from an Iron Pipe marking the East ¼ Corner of Section 10, T1S, R3E, S.L.B.& M.; thence S0°11'50"E along the 1/16th (40 acre) line 1,344.27 feet; thence N89°51'57"W along the 1/16th (40 acre) line 1,430.05 feet to the ¼ Section line; thence N0°05'22"W along the ¼ Section line 1,341.74 feet to an Iron Pipe marking the East ¼ Corner of said Section 10; thence S89°58'00"E along the ¼ Section line 664.76 feet to the southeast corner of Lot 2, SUMMIT PARK CREEK Subdivision, according to the Official Plat thereof on file in the Office of the Summit County Recorder; thence N7°55'30"W along said lot 20.26 feet to a fence line on the southerly line of that Real Property described in Deed Book 2112 Page 940 of the Official Records of Summit County; thence along said deed and fence line the following 4 (four) courses and distances: N81°52'00"E along a fence line 251.42 feet to a rebar (found); thence N82°09'29"E along a fence line 193.50 feet to a rebar (found) at a fence corner; thence N6°13'00"W along a fence line 58.00 feet; thence N7°36'00"W along a fence line 139.60 feet; thence S81°25'03"W 4.47 feet to the easterly line of that Real Property described in Deed Book 1869 Page 1588 of the Official Records of Summit County; thence along said deed the following 7 (seven) courses and distances: N20°30'12"W 181.89 feet; thence N20°57'06"E 14.71 feet; thence N31°27'37"W 19.18 feet; thence N44°00'44"W 49.92 feet; thence N29°10'00"W 24.17 feet; thence N35°11'50"W 25.39 feet; thence N25°56'13"W 158.02 feet to the southerly line of Kilby Road, a frontage road incident to Interstate 80; thence N61°10'30"E along the extension of, and along the right-of-way fence 175.75 feet; thence N63°25'16"E 73.74 feet to the westerly line of that Real Property described in Deed Book 2131 Page 625 of the Official Records of Summit County; thence S48°26'49"W along said deed 79.94 feet; thence S70°00'00"E along said deed 394.57 feet; thence S10°00'00"W along said deed and extension thereof 304.60 feet; thence S0°02'00"E 327.91 feet to the ¼ Section line; thence S89°58'00"E along the ¼ Section line 74.64 feet to the point of beginning.

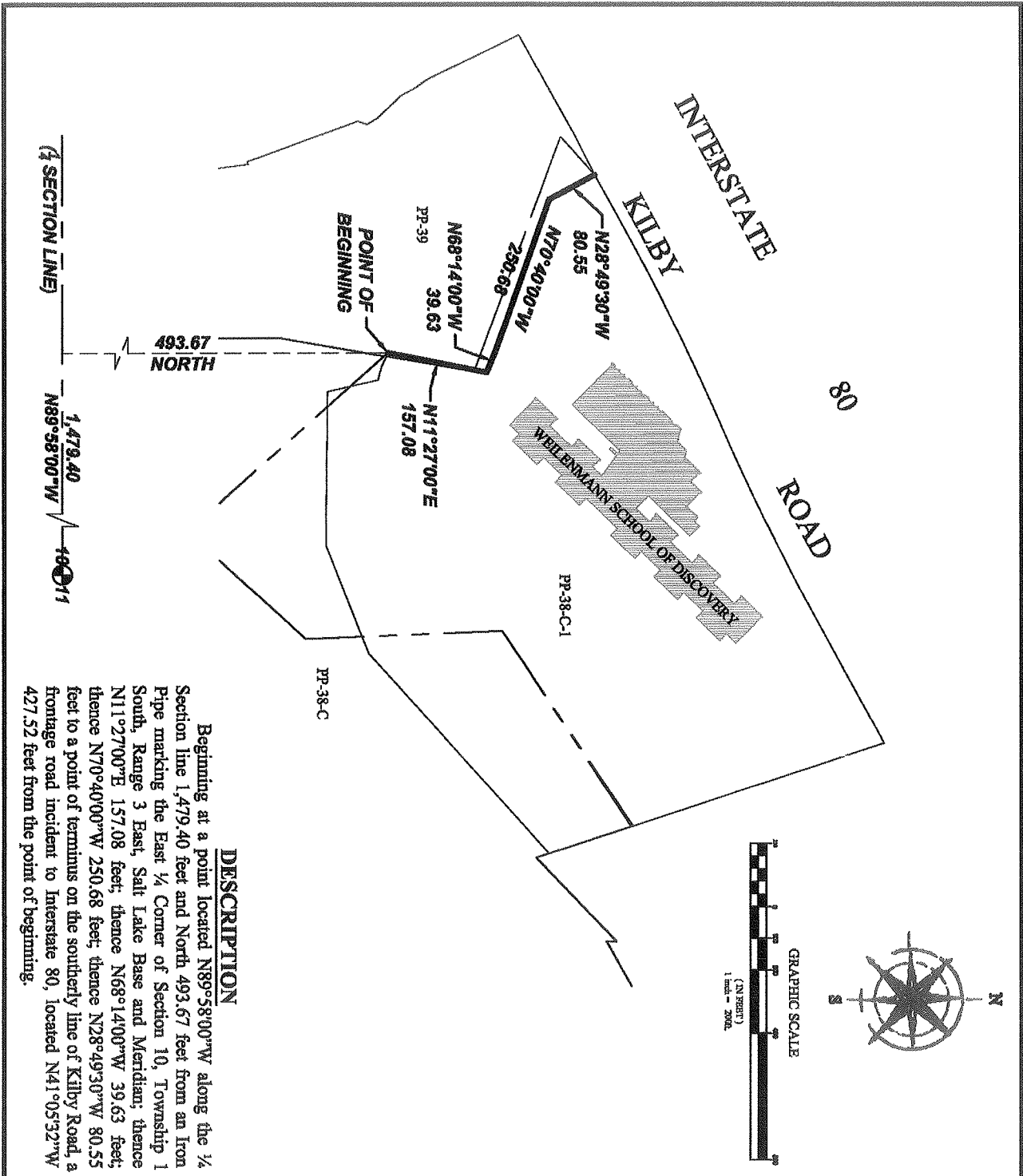
LESS AND EXCEPTING any portion lying within the bounds of TIMBERLINE 1 Subdivision, according to the Official Plat thereof on file in the Office of the Summit County Recorder.

Contains: 50.22+/- acres

EXHIBIT A-3 to WSD/PARLEYS CREEK LOT LINE ADJUSTMENT AGREEMENT

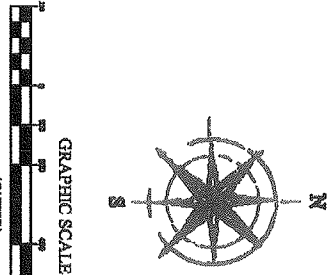
Lot Line Adjustment Map

[Attached.]



DESCRIPTION

Beginning at a point located N89°58'00"W along the 1/4 Section line 1,479.40 feet and North 493.67 feet from an Iron Pipe marking the East 1/4 Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence N11°27'00"E 157.08 feet; thence N68°14'00"W 39.63 feet; thence N70°40'00"W 250.68 feet; thence N28°49'30"W 80.55 feet to a point of terminus on the southerly line of Kilby Road, a frontage road incident to Interstate 80, located N41°05'32"W 427.52 feet from the point of beginning.



DATE	11/19/2014
SCALE	1"=200'
BY	BP
CHKD	14-09
EXHIBIT	A-3

LOT LINE ADJUSTMENT EXHIBIT
 NE1/4 OF SECTION 10, T1S, R3E, SLB&M
 SUMMIT COUNTY, UTAH

FOCUS[®]
 ENGINEERING AND SURVEYING, LLC
 32 WEST CENTER STREET
 MIDVALE, UTAH 84047 PH: (801) 352-0075
 www.focusutah.com

14-09-14-09 Discovery Survey Design 14-09-09-14-09 Lot Line Adjustment Exhibit 02 11/19/14

EXHIBIT A-4 to WSD/PARLEYS CREEK LOT LINE ADJUSTMENT AGREEMENT

Revised Descriptions of School Parcel and Parleys Creek Parcel,

Giving Effect To Boundary Line Adjustment

School Parcel

See attached description of parcel PP-38-C-1

Parleys Creek Parcel

See attached description of parcel PP-39

LEGAL DESCRIPTIONS
PREPARED FOR
DISCOVERY
SUMMIT COUNTY, UTAH
(Revised: August 20, 2015)

NEW BOUNDARY DESCRIPTION
FOR PP-38-C-1
(Revised: 5-20-15)

A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the ¼ Section line 688.91 feet and North 744.71 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence S52°36'44"W 432.68 feet; thence S80°33'49"W 394.78 feet; thence N12°58'23"W 63.36 feet; thence N75°41'00"W 21.42 feet; thence N66°10'18"W 24.38 feet; thence N11°27'00"E 157.08 feet; thence N68°14'00"W 39.63 feet; thence N70°40'00"W 250.68 feet; thence N28°49'30"W 80.55 feet; thence N61°36'00"E 96.33 feet; thence along the arc of a 3,779.72 foot radius curve to the right 329.84 feet through a central angle of 5°00'00" (chord: N64°06'00"E 329.74 feet); thence N66°36'00"E 10.66 feet; thence along the arc of a 3,859.72 foot radius curve to the left 336.82 feet through a central angle of 5°00'00" (chord: N64°06'00"E 336.72 feet); thence N61°36'00"E 231.84 feet; thence S18°21'11"E 551.08 feet to the point of beginning.

Contains: 11.29+/- acres

NEW BOUNDARY DESCRIPTION
FOR PP-39

(Revised: December 10, 2014)

All of that Real Property described in Deed Book 1244 Page 58 of the Official Records of Summit County, located in the NE1/4 and the SE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base & Meridian, more particularly described by Survey as follows:

Beginning at the Northeast Corner of the NW1/4 of the SE1/4 of Section 10, T1S, R3E, S.L.B.& M. located N89°58'00"W along the ¼ Section line 1,427.52 feet from an Iron Pipe marking the East ¼ Corner of Section 10, T1S, R3E, S.L.B.& M.; thence S0°11'50"E along the 1/16th (40 acre) line 1,344.27 feet; thence N89°51'57"W along the 1/16th (40 acre) line 1,430.05 feet to the ¼ Section line; thence N0°05'22"W along the ¼ Section line 1,341.74 feet to an Iron Pipe marking the East ¼ Corner of said Section 10; thence S89°58'00"E along the ¼ Section line 664.76 feet to the southeast corner of Lot 2, SUMMIT PARK CREEK Subdivision, according to the Official Plat thereof on file in the Office of the Summit County Recorder; thence N7°55'30"W along said lot 20.26 feet to a fence line on the southerly line of that Real Property described in Deed Book 2112 Page 940 of the Official Records of Summit County; thence along said deed and fence line the following 4 (four) courses and distances: N81°52'00"E along a fence line 251.42 feet to a rebar (found); thence N82°09'29"E along a fence line 193.50 feet to a rebar (found) at a fence corner; thence N6°13'00"W along a fence line 58.00 feet; thence N7°36'00"W along a fence line 139.60 feet; thence S81°25'03"W 4.47 feet to the easterly line of that Real Property described in Deed Book 1869 Page 1588 of the Official Records of Summit County; thence along said deed the following 7 (seven) courses and distances: thence N20°30'12"W 181.89 feet; thence N20°57'06"E 14.71 feet; thence N31°27'37"W 19.18 feet; thence N44°00'44"W 49.92 feet; thence N29°10'00"W 24.17 feet; thence N35°11'50"W 25.39 feet; thence N25°56'13"W 158.02 feet to the southerly line of Kilby Road, a frontage road incident to Interstate 80; thence N61°10'30"E along the extension of, and along the right-of-way fence 175.75 feet; thence N63°25'16"E 73.74 feet; thence S28°49'30"E 80.55 feet; thence S70°40'00"E along a fence line 250.68 feet; thence S68°14'00"E along a fence line 39.63 feet; thence S11°27'00"W 157.08 feet; thence S42°19'31"E 7.82 feet; thence S10°00'00"W 162.43 feet; thence

S0°02'00"E 327.91 feet to the ¼ Section line; thence S89°58'00"E along the ¼ Section line 74.64 feet to the point of beginning.

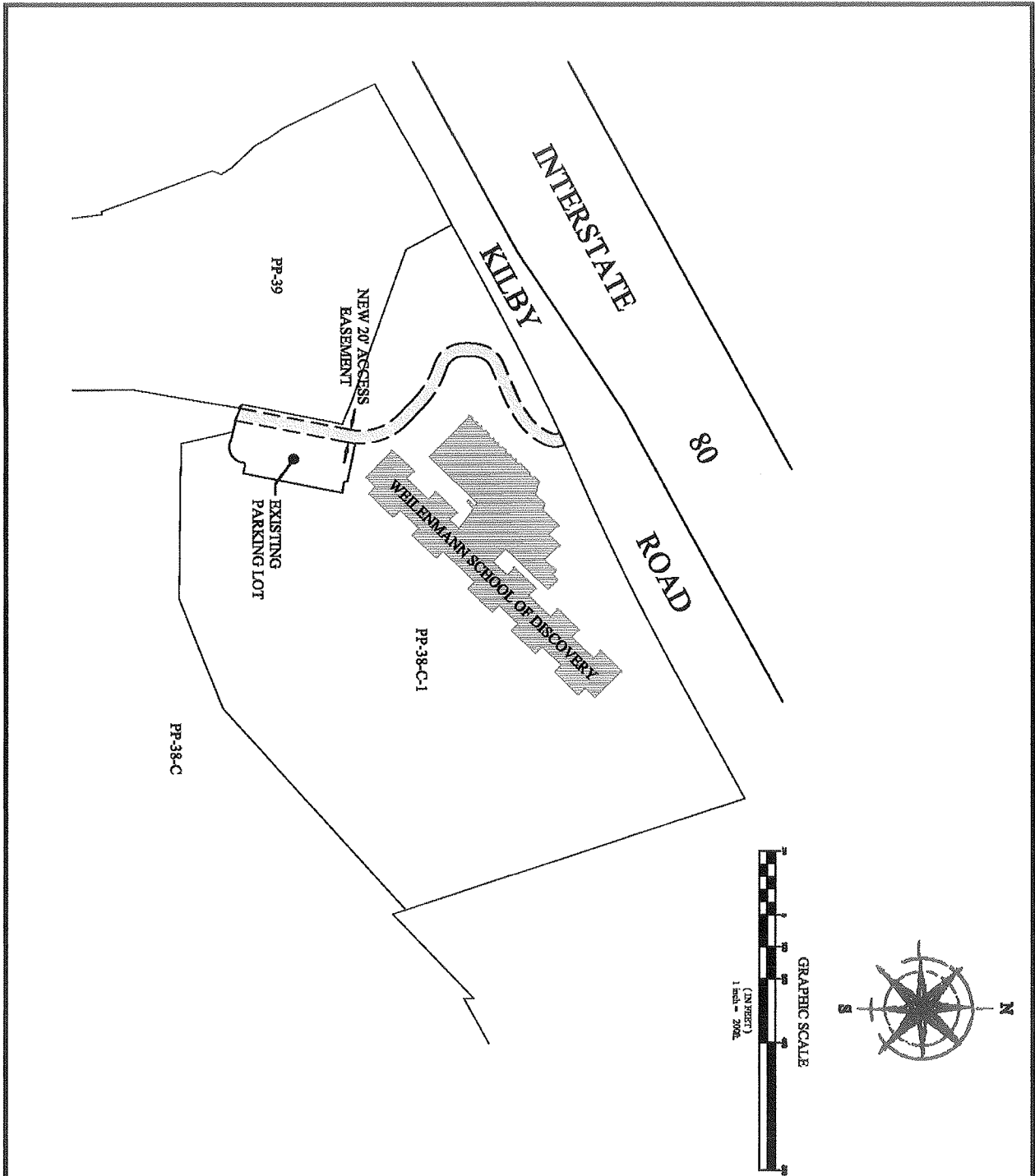
LESS AND EXCEPTING any portion lying within the bounds of TIMBERLINE 1 Subdivision, according to the Official Plat thereof on file in the Office of the Summit County Recorder.

Contains: 50.42+/- acres

EXHIBIT A-5 to WSD/PARLEYS CREEK LOT LINE ADJUSTMENT AGREEMENT

Secondary Access Easement

[attached]



Project Name	11/19/2014
Date	11-19-2014
Client	ESP
Scale	1:4000
Sheet	

ACCESS EASEMENT EXHIBIT
 NE1/4 OF SECTION 10, T1S, R3E, SLB&M
 SUMMIT COUNTY, UTAH

FOCUS[®]
 ENGINEERING AND SURVEYING, LLC
 32 WEST CENTER STREET
 MIDVALE, UTAH 84047 PH: (801) 352-0075
 www.focusutah.com

EA_2014\14-008 Discovery 2014\Design 14-008\map\variables\Lot Line Adjustment Exhibit F W1617.dwg

EXHIBIT A-6 to WSD/PARLEYS CREEK LOT LINE ADJUSTMENT AGREEMENT

Secondary Access Easement Legal Description

Adjusted Easement Description

A 20.00 wide access easement in the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the ¼ Section line 1,451.87 feet and North 482.50 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence N75°41'00"W 5.39 feet; thence N66°10'18"W 15.34 feet; thence N6°39'40"E 27.75 feet; thence N11°14'00"E 145.60 feet; thence along the arc of a 79.00 foot radius curve to the left 79.97 feet through a central angle of 58°00'00" (chord: N17°46'00"W 76.60 feet); thence N46°46'00"W 35.00 feet; thence along the arc of a 140.00 foot radius curve to the left 62.31 feet through a central angle of 25°30'00" (chord: N59°31'00"W 61.80 feet) to a point of reverse curvature; thence along the arc of a 47.00 foot radius curve to the right 53.32 feet through a central angle of 65°00'00" (chord: N39°46'00"W 50.51 feet) to a point of compound curvature; thence along the arc of a 100.00 foot radius curve to the right 33.16 feet through a central angle of 19°00'00" (chord: N2°14'00"E 33.01 feet) to a point of compound curvature; thence along the arc of a 48.00 foot radius curve to the right 46.50 feet through a central angle of 55°30'00" (chord: N39°29'00"E 44.70 feet); thence N67°14'00"E 52.00 feet; thence along the arc of a 190.00 foot radius curve to the left 39.79 feet through a central angle of 12°00'00" (chord: N61°14'00"E 39.72 feet) to a point of compound curvature; thence along the arc of an 80.00 foot radius curve to the left 44.68 feet through a central angle of 32°00'00" (chord: N39°14'00"E 44.10 feet) to a point of compound curvature; thence along the arc of a 15.00 foot radius curve to the left 12.93 feet through a central angle of 49°23'04" (chord: N1°27'32"W 12.53 feet); thence N26°09'04"W 0.51 feet to the south line of Kilby Road defined as the northerly line of that Real Property described in Deed Book 2131 Page 625 of the Official Records of Summit County; thence Northeasterly along the arc of a 3,779.72 foot non-tangent curve (radius bears: S24°18'49"E) 20.01 feet through a central angle of 0°18'12" (chord: N65°50'17"E 20.01 feet); thence Southeasterly along the arc of a 35.00 foot radius non-tangent curve (radius bears: S64°08'58"W) 29.98 feet through a central angle of 49°05'02" (chord: S1°18'31"E 29.08 feet) to a point of compound curvature; thence along the arc of a 100.00 foot radius curve to the right 55.85 feet through a central angle of 32°00'00" (chord: S39°14'00"W 55.13 feet) to a point of compound curvature; thence along the arc of a 210.00 foot radius curve to the right 43.98 feet through a central angle of 12°00'00" (chord: S61°14'00"W 43.90 feet); thence S67°14'00"W 52.00 feet; thence along the arc of a 28.00 foot radius curve to the left 27.12 feet through a central angle of 55°30'00" (chord: S39°29'00"W 26.07 feet) to a point of compound curvature; thence along the arc of an 80.00 foot radius curve the left 26.53 feet through a central angle of 19°00'00" (chord: S2°14'00"W 26.41 feet) to a point of compound curvature; thence along the arc of a 27.00 foot radius curve to the left 30.63 feet through a central angle of 65°00'00" (chord: S39°46'00"E 29.01 feet) to a point of reverse curvature; thence along the arc of a 160.00 foot radius curve to the right 71.21 feet through a central angle of 25°30'00" (chord: S59°31'00"E 70.62 feet); thence S46°46'00"E 35.00 feet; thence along the arc of a 99.00 foot radius curve to the right 100.22 feet through a central angle of 58°00'00" (chord: S17°46'00"E 95.99 feet); thence S11°14'00"W 144.80 feet; thence S6°39'40"W 32.19 feet to the point of beginning.

Contains: 12,837+/- s.f.

EXHIBIT B TO AGREEMENT REGARDING DISCOVERY PROJECT

**CONSENT, JOINDER, WAIVER AND SUBORDINATION OF LENDER
(USDA)**

The undersigned, UNITED STATES OF AMERICA, ACTING THROUGH THE RURAL HOUSING SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE (collectively, "USDA"), is the owner and holder of the rights and interests of the beneficiary under that certain deed of trust (the "Deed of Trust") executed by WEILENMANN SCHOOL OF DISCOVERY, a Utah non-profit corporation (the "School"), as trustor, recorded on June 6, 2012 at Entry No. 946692 in Book 2131 at Page 697 in the official records of Summit County, Utah.

USDA, as the beneficiary under the Deed of Trust, hereby joins in, consents to and subordinates the Deed of Trust to, that certain Boundary Line Agreement and Quit Claim Deed (the "Agreement") to which this Consent, Joinder, Waiver and Subordination is attached, entered into between the School and Parleys Creek Limited Partnership ("Parleys Creek"), and USDA agrees that all of its right, title and interest in and to the real property described therein (the "School Parcel") existing by virtue of the Deed of Trust shall be bound by, subject to and subordinate to the terms and provisions of the Agreement, and the Agreement shall survive any foreclosure, deed in lieu of foreclosure and/or exercise of any remedy by USDA pursuant to the Deed of Trust.

Furthermore, USDA understands and acknowledges that the Agreement provides for a portion of the real property covered by the Deed of Trust (the "Removed Parcel") to be quit claimed from the School to Parleys Creek. USDA consents to such transactions and hereby releases and waives any lien, claim, encumbrance, right, title or interest it may have with respect to the Removed Parcel, so that the Removed Parcel is no longer subject to the Deed of Trust. USDA agrees to execute and deliver to Parleys Creek a Partial Reconveyance of Trust Deed in the form attached hereto.

USDA further understands and acknowledges that: (a) pursuant to the Agreement, as well as that certain Boundary Line Agreement Agreement, Quit Claim Deed and Easement being executed contemporaneously with the Agreement and entered into between the School and the Estate of Milton L. Weilenmann, the parcels being removed from and added to the School Parcel will be as set forth in Exhibit B-1 attached hereto; and (b) after giving effect to such agreements and parcel adjustments, the legal description of the adjusted School Parcel will be as set forth in Exhibit B-1 attached hereto, and the boundaries of the School Parcel will be as reflected in the survey attached hereto as Exhibit B-2.

USDA:

UNITED STATES OF AMERICA, ACTING
THROUGH THE RURAL HOUSING SERVICE,
UNITED STATES DEPARTMENT OF
AGRICULTURE

By: _____
Debra Meyer, Director, Community
Programs, Rural Development Agency

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____,
201_, by _____, the _____ of UNITED STATES OF
AMERICA, ACTING THROUGH THE RURAL HOUSING SERVICE, UNITED STATES
DEPARTMENT OF AGRICULTURE.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

EXHIBIT B-1 TO WSD/PARLEYS CREEK LENDER CONSENTS

Descriptions of Parcels Released and Acquired by WSD and Adjusted School Parcel

[Attached]

**LEGAL DESCRIPTIONS
PREPARED FOR
WEILENMANN SCHOOL OF DISCOVERY
SUMMIT COUNTY, UTAH
(February 5, 2016)**

PARCELS BEING RELEASED BY WSD

PARCEL A

A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the ¼ Section line 1,197.50 feet and North 184.30 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence N42°19'31"W 317.15 feet; thence N80°33'49"E 383.56 feet; thence S2°12'48"E 115.39 feet; thence S42°54'58"W 248.60 feet to the point of beginning.

Contains: 1.41+/- acres

PARCEL B

A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the ¼ Section line 1,426.44 feet and North 435.54 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence N42°19'31"W 70.84 feet; thence N10°00'00"E 3.26 feet; thence S66°10'18"E 18.01 feet; thence S75°41'00"E 21.42 feet; thence S12°58'23"E 44.14 feet to the point of beginning.

Contains: 798+/- s.f.

PARCEL C

A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the ¼ Section line 1,452.02 feet and North 628.85 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence N70°00'00"W 391.83 feet; thence N48°26'49"E 79.94 feet; thence S28°49'30"E 80.55 feet; thence S70°40'00"E 250.68 feet; thence S68°14'00"E 39.63 feet; thence S11°27'00"W 19.17 feet to the point of beginning.

Contains: 9,486+/- s.f.

PARCELS BEING ACQUIRED BY WSD

PARCEL 1

A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the ¼ Section line 688.91 feet and North 744.71 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence S52°36'33"W 432.68 feet; thence N2°12'48"W 189.77 feet; thence N57°00'43"E 368.21 feet; thence S18°21'11"E 134.18 feet to the point of beginning.

Contains: 1.32+/- acres

PARCEL 2

A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the ¼ Section line 1,422.12 feet and North 416.81 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence N12°58'23"W 19.22 feet; thence S42°19'31"E 22.85 feet; thence S80°33'49"W 11.22 feet to the point of beginning.

Contains: 108+/- s.f.

PARCEL 3

A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the ¼ Section line 1,479.40 feet and North 493.67 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence N11°27'00"E 137.91 feet; thence S70°00'00"E 2.74 feet; thence S10°00'00"W 138.91 feet; thence N66°10'18"W 6.38 feet to the point of beginning.

Contains: 617+/- s.f.

WSD PROPERTY AFTER BOUNDARY LINE AGREEMENT

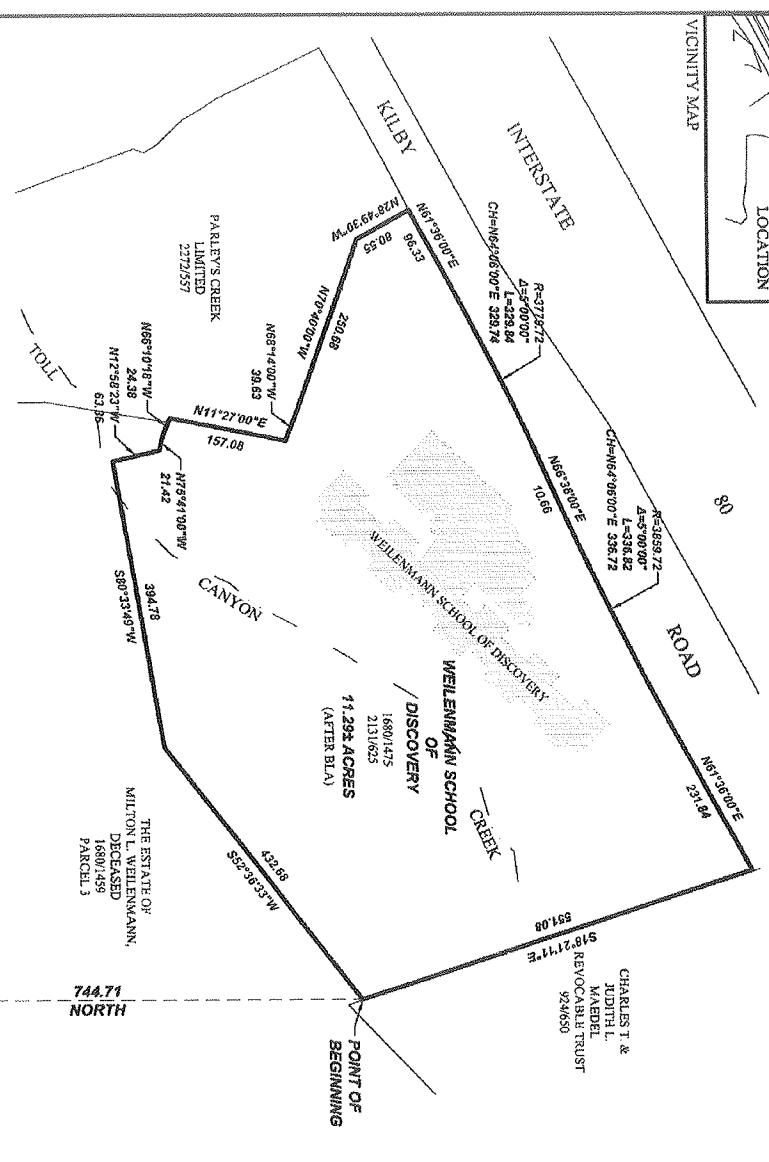
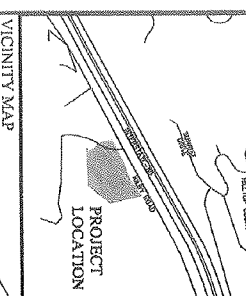
A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the ¼ Section line 688.91 feet and North 744.71 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence S52°36'33"W 432.68 feet; thence S80°33'49"W 394.78 feet; thence N12°58'23"W 63.36 feet; thence N75°41'00"W 21.42 feet; thence N66°10'18"W 24.38 feet; thence N11°27'00"E 157.08 feet; thence N68°14'00"W 39.63 feet; thence N70°40'00"W 250.68 feet; thence N28°49'30"W 80.55 feet; thence N61°36'00"E 96.33 feet; thence along the arc of a 3,779.72 foot radius curve to the right 329.84 feet through a central angle of 5°00'00" (chord: N64°06'00"E 329.74 feet); thence N66°36'00"E 10.66 feet; thence along the arc of a 3,859.72 foot radius curve to the left 336.82 feet through a central angle of 5°00'00" (chord: N64°06'00"E 336.72 feet); thence N61°36'00"E 231.84 feet; thence S18°21'11"E 551.08 feet to the point of beginning.

Contains: 11.29+/- acres

EXHIBIT B-2 TO WSD/PARLEYS CREEK LENDER CONSENTS

Map of Adjusted WSD School Parcel

[Attached]



NOTES

1) The purpose of this Survey/Exhibit is to graphically depict the legal description provided below. Said description is the proposed net results of Boundary Line Agreements and other conveyances to align the existing property lines in the area in preparation for the development of the Discovery Project.

2) The boundary line between the East 1/4 Corner and the Corner 1/4 Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base & Meridian.

LEGAL DESCRIPTION

(SCHOOL PROPERTY AFTER BOUNDARY LINE AGREEMENT)

A portion of the NE 1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00\"/>

Contains: 11.294 +/- acres

SURVEYOR'S CERTIFICATE

I, Dennis P. Carlisle, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 172675 in accordance with Title 86, Chapter 22, of Utah State Code on this Plan and that I solemnly represents the existing conditions as shown. This plan does not represent a certification to the title or ownership of the land shown herein.

Dennis P. Carlisle
Professional Land Surveyor
Certificate No. 172675

5 FEBRUARY 2016
Date

CENTER 1/4 CORNER OF SECTION 10, T1S, R3E S1/8&M
2" DIA. IRON PIPE
BASIS OF BEARING: N89°58'00\"/>

EAST 1/4 CORNER OF SECTION 10, T1S, R3E S1/8&M
2" DIA. IRON PIPE
588.91
N89°58'00\"/>



BOUNDARY EXHIBIT
WEILENMANN SCHOOL OF DISCOVERY
WASATCH SCHOOL DISTRICT
SUMMIT COUNTY, UTAH



DATE	7.1.2016
TIME	11:00
SCALE	1"=200'
PROJECT	1 OF 1

EXHIBIT C TO AGREEMENT REGARDING DISCOVERY PROJECT

Recorded at the request of, and
When recorded, return to:
Patrick F. Brown, Esq.
Nexsen Pruet, PLLC
227 W. Trade Street, Suite 1550
Charlotte, NC 28202

Tax Parcel ID No.: PP-38-C-1 and PP-39

**PARTIAL RECONVEYANCE OF TRUST DEED
(And Inclusion of Additional Property)**

The undersigned are the "Trustee" and "Trustor" under that certain "Deed of Trust and Security Agreement" dated as of June 6, 2012 (the "Trust Deed") executed by WEILENMANN SCHOOL OF DISCOVERY as "Trustor," naming U.S. BANK NATIONAL ASSOCIATION, as "Trustee," and given to and for the benefit of AGCREDIT, ACA, for itself and as agent/nominee of AgCredit, FLCA (the "Beneficiary"). The Trust Deed encumbers certain real property and improvements located in Summit County, Utah as more fully described therein (the "Property"). The Trust Deed was recorded in the official records of the Summit County Recorder's office on June 6, 2012, in Book 2131, at Page 671, as Entry Number 00946691. Capitalized terms used in this Partial Reconveyance of Trust Deed that are not defined herein shall have the meanings given to them in the Trust Deed.

Trustor has requested, and Beneficiary has agreed to, a reconveyance of the Trust Deed and release of the lien and security interest granted therein, as to a portion of the Property, as more fully described below, with the Trust Deed and the lien and security interest granted therein remaining in full force and effect as to the remainder of the Property originally covered by the Trust Deed.

Trustor and Beneficiary have requested, and Trustee has agreed to, the addition of certain adjoining land to be included in the Property that is subject to the Trust Deed and the lien and security interest granted therein, as more fully described below.

NOW, THEREFORE:

1. The undersigned Trustee under the Trust Deed, hereby releases and reconveys to the person or persons entitled thereto the lien and security interest created under the Trust Deed, but only as such lien and security interest pertains to the portion of the Property conveyed by Trustor to Parleys Creek Limited Partnership ("Parleys Creek"), as described in Exhibit C-1 attached hereto (the "Released Parcel").

2. The undersigned Trustor does hereby convey the parcel of land described on Exhibit C-2 attached hereto (the "Added Parcel") to the Trustee for inclusion under the Deed of Trust and lien thereof for the benefit of Beneficiary. Further, the undersigned Trustor and Trustee under the Deed of Trust do hereby amend the Deed of Trust to add the Added Parcel to the description of the Property that is subject to the Deed of Trust and the lien thereof.

3. After giving effect to the adjustments reflected above, as well as adjustments relating to parcels conveyed to and from the Estate of Milton L. Weilenmann, the description of the Property covered by the Deed of Trust will be as set forth in Exhibit C-3 attached hereto.

The foregoing release and reconveyance under Paragraph 1 above is a partial release and reconveyance only of the lien and security interest created under the Trust Deed as the same pertains to, but only to, the Released Parcel, and the foregoing addition of the Added Parcel to the description of the Property under Paragraph 2 above will extend the lien and security interest created under the Trust Deed to the Added Parcel. The above adjustments shall not otherwise affect the Trust Deed or any lien and security interest created thereunder with respect to the rest of the Property, all of which shall remain unchanged and in full force and effect.

Dated as of _____, 2017

WEILENMANN SCHOOL OF DISCOVERY, as
Trustor

By: _____

Name: _____

Title: _____

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____

Name: Kim Galbraith

Title: _____

AGCREDIT, ACA, for itself and as agent/nominee
for AgCredit, FLCA, as Beneficiary

By: _____

Name: Tom Moser

Title: _____

STATE OF UTAH)
 : ss.
County of _____)

On the ___ day of _____, 201_, before me, the undersigned notary public,
personally appeared _____, the _____ of WEILENMANN SCHOOL OF
DISCOVERY, who duly acknowledged to and before me that she signed the forgoing instrument
for and on behalf of such entity, having all requisite authority to so act.

Notary Public

[seal]

STATE OF UTAH)
 : ss.
County of _____)

On the ___ day of _____, 2017, before me, the undersigned notary public,
personally appeared _____, the _____ of U.S. BANK NATIONAL
ASSOCIATION, who duly acknowledged to and before me that he signed the forgoing
instrument for and on behalf of U.S. Bank National Association, having all requisite authority to
so act.

Notary Public

[seal]

STATE OF UTAH)
 : ss.
County of _____)

On the ___ day of _____, 2017, before me, the undersigned notary public, personally appeared _____, the _____ of AGCREDIT, ACA, for itself and as agent/nominee for AgCredit, FLCA, who duly acknowledged to and before me that he signed the forgoing instrument for and on behalf of such entity, having all requisite authority to so act.

Notary Public

[seal]

EXHIBIT C-1 TO WSD/PARLEYS CREEK PARTIAL RECONVEYANCES

Description/Map of Released Parcel

See attached boundary description/map.

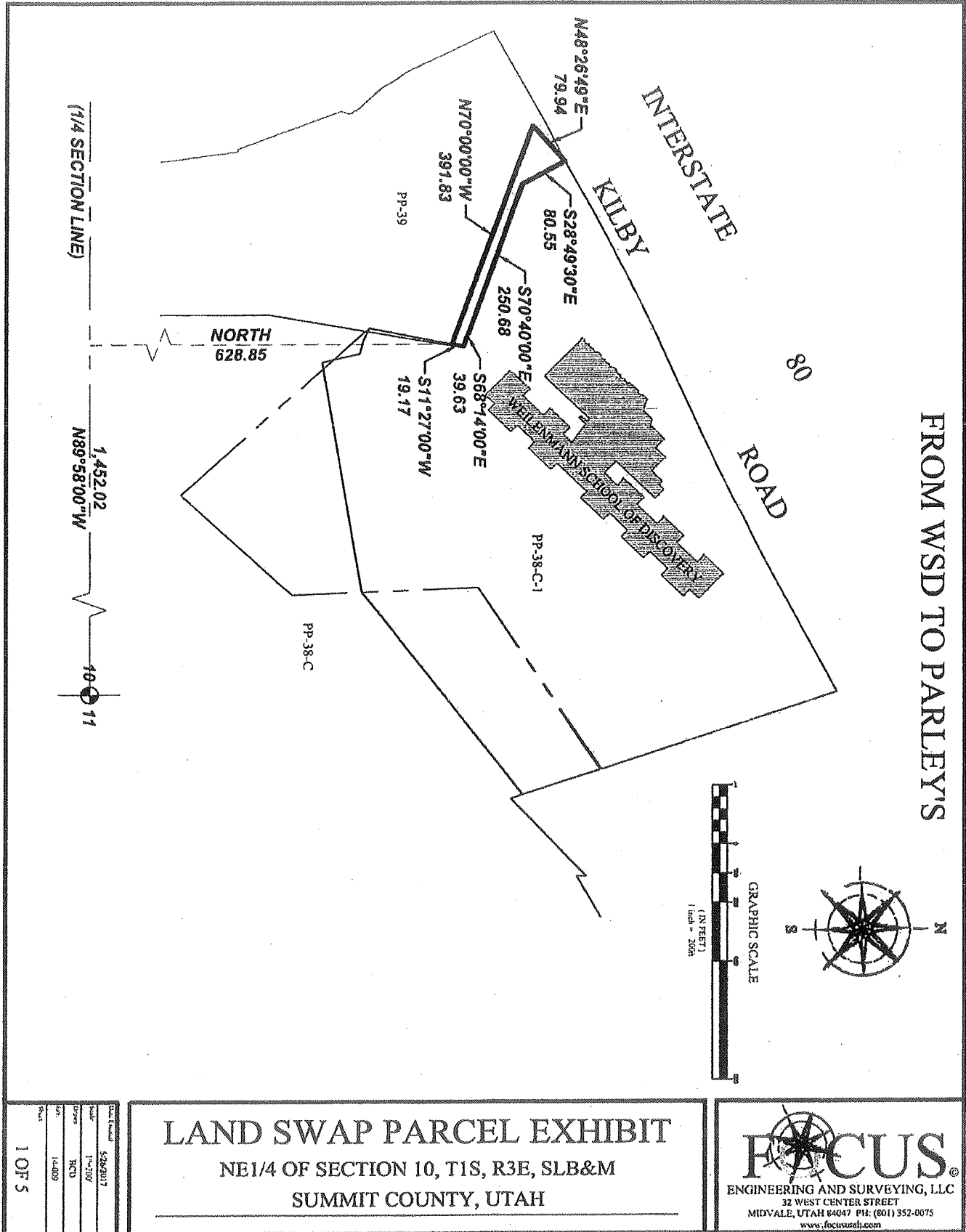
FROM WSD TO PARLEY'S

A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located N89°58'00"W along the 1/4 Section line 1,452.02 feet and North 628.85 feet from the East 1/4 Corner of Section 10, T1S, R3E, SLB&M; thence N70°00'00"W 391.83 feet; thence N48°26'49"E 79.94 feet; thence S28°49'30"E 80.55 feet; thence S70°40'00"E 250.68 feet; thence S68°14'00"E 39.63 feet; thence S11°27'00"W 19.17 feet to the point of beginning.

Contains: 9,486 square feet+/-

FROM WSD TO PARLEY'S



LAND SWAP PARCEL EXHIBIT
NE1/4 OF SECTION 10, T1S, R3E, SLB&M
SUMMIT COUNTY, UTAH

FOCUS
ENGINEERING AND SURVEYING, LLC
32 WEST CENTER STREET
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

Drawn	5/26/2017
Check	1/14/2017
Disc	RCD
Plot	1-4109
Sheet	1 OF 5

2014\14-009 Discovery 2014\designs 14-009\exp\exhibits\Lot Line Adjustment land swap parcels Exhibit 052617.dwg

EXHIBIT C-2 TO WSD/PARLEYS CREEK PARTIAL RECONVEYANCES

Description/Map of Added Parcel

See attached boundary description/Map.

FROM PARLEY'S TO WSD

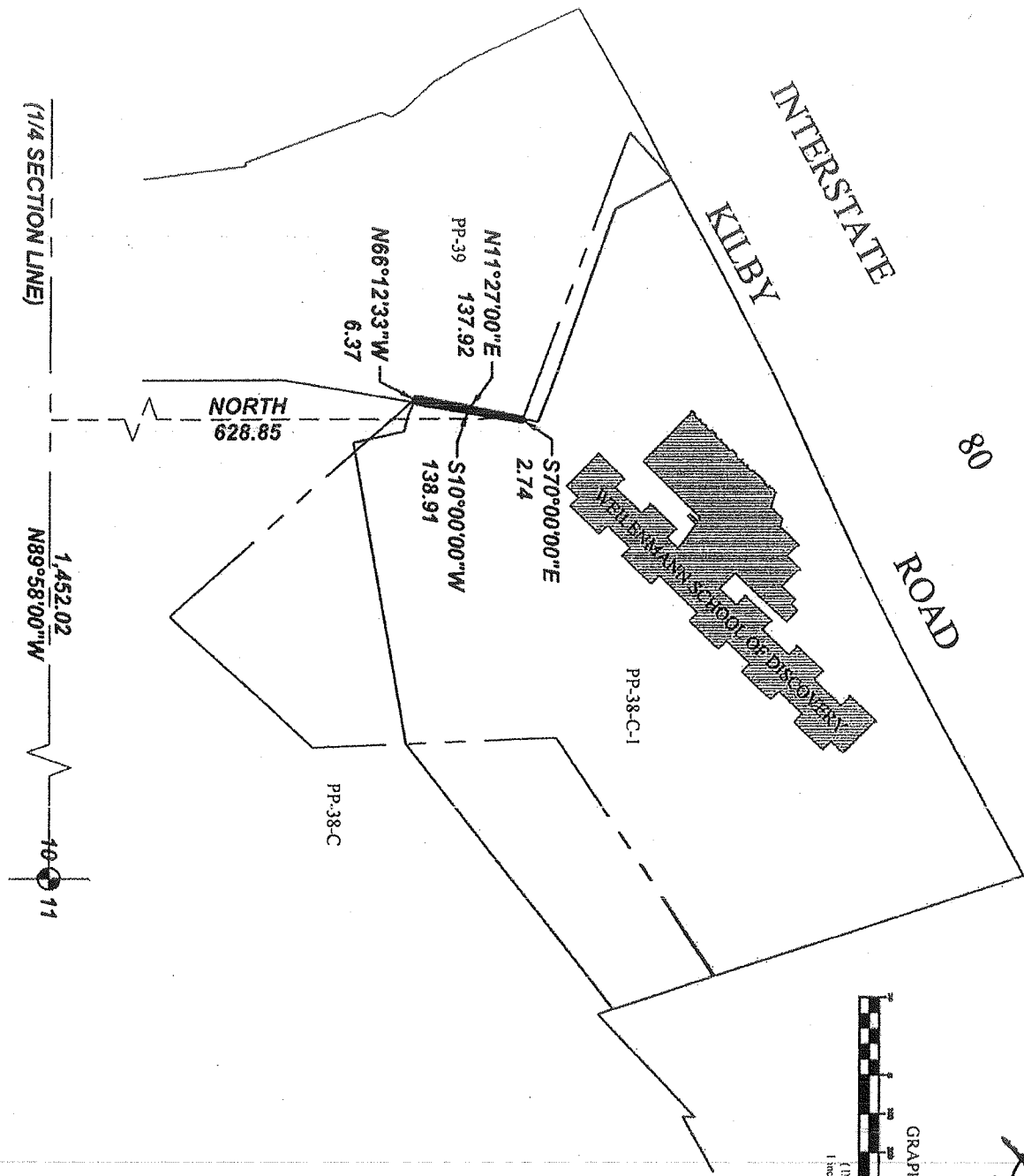
A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located N89°58'00"W along the 1/4 Section line 1,452.02 feet and North 628.85 feet from the East 1/4 Corner of Section 10, T1S, R3E, SLB&M; thence S70°00'00"E 2.74 feet; thence S10°00'00"W 138.91 feet; thence N66°12'33"W 6.37 feet; thence N11°27'00"E 137.92 feet to the point of beginning.

Contains: 616 square feet+/-

FROM PARLEY'S TO WSD

INTERSTATE
KILBY
ROAD
80



LAND SWAP PARCEL EXHIBIT
NE1/4 OF SECTION 10, T1S, R3E, SLB&M
SUMMIT COUNTY, UTAH

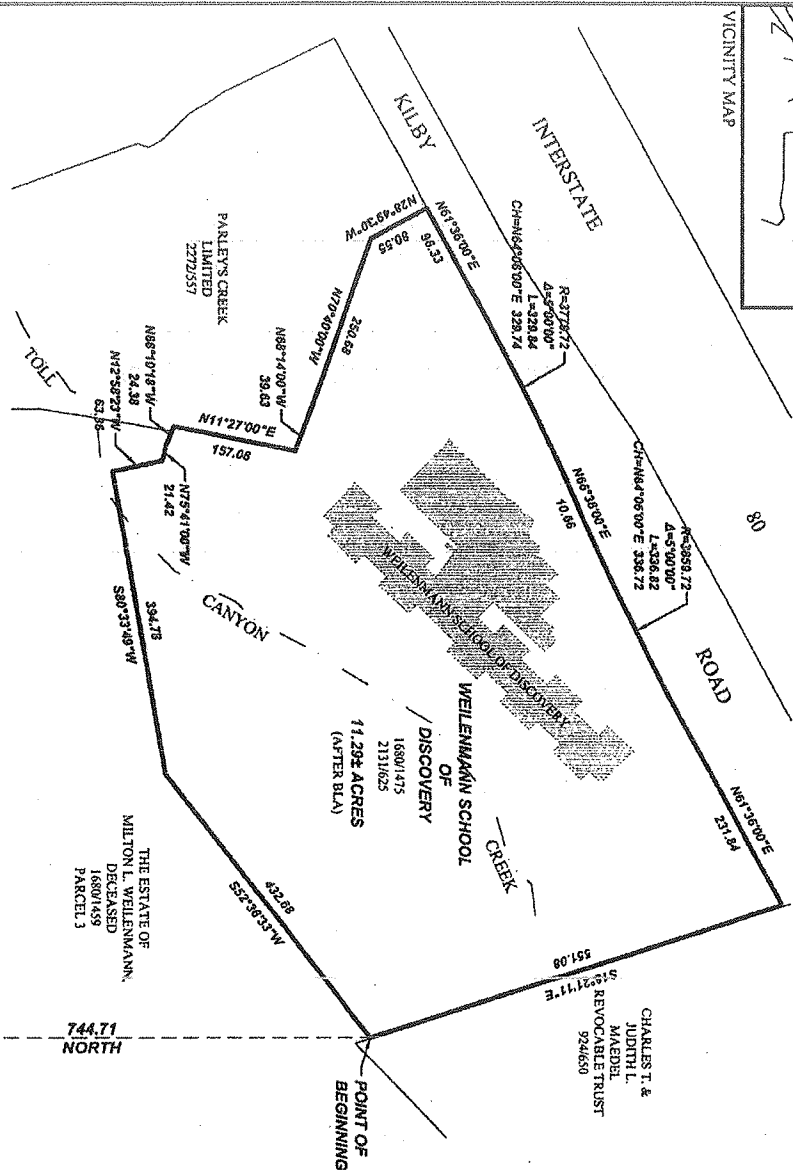
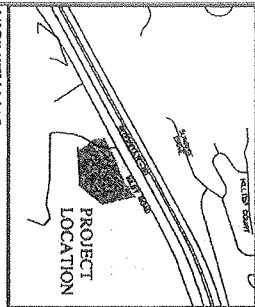
FOCUS[®]
ENGINEERING AND SURVEYING, LLC
32 WEST CENTER STREET
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

Drawn	5/20/2017
Scale	1"=200'
Drawn	BCD
Job	14-009
Sheet	6 OF 6

EXHIBIT C-3 TO WSD/PARLEYS CREEK PARTIAL RECONVEYANCES

**Description/Map of Property Covered by Trust Deed After Giving Effect to Adjustments
Contemplated by this Exhibit C and Exhibit F to Agreement Regarding Discovery Project**

See attached new boundary description/map.



SURVEYOR'S CERTIFICATE
 I, Dennis P. Carls, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 172675 in accordance with Title 56, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have made a Survey of the lands shown on this Plan and that it correctly represents the existing conditions as shown. This Plan does not represent a certification to the title or ownership of the lands shown hereon.

Dennis P. Carls
 Professional Land Surveyor
 Certificate No. 172675

Dennis P. Carls
 Date: 5 February 2016

CENTER 1/4 CORNER OF SECTION 10, T1S, R3E S1/4 B&M
 2" DIA. IRON PIPE
 BASIS OF BEARING: N89°58'00"W (1/2 SECTION LINE) MEASURED: 2,855.03

EAST 1/4 CORNER OF SECTION 10, T1S, R3E S1/4 B&M
 2" DIA. IRON PIPE
 688.01
 N89°58'00"W

NOTES

- 1) The purpose of this Survey/Exhibit is to graphically depict the legal description provided below. Said description is the proposed net results of Boundary Line Agreements and other conveyances to alter the existing property lines in the area in preparation for the development of the Discovery project.
- 2) The Basis of Bearing for this Survey and the legal description below is N89°58'00"W along the 1/2 Section line between the East 1/4 Corner and the Center 1/4 Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base & Meridian.

LEGAL DESCRIPTION
 (SCHOOL PROPERTY AFTER BOUNDARY LINE AGREEMENT)
 A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the 1/2 Section line 688.91 feet and North 744.71 feet from an Iron Pipe marking the East 1/4 Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian, thence S27°36'37"W 432.68 feet, thence S89°33'49"W 394.78 feet, thence N12°59'23"W 61.36 feet, thence N17°54'10"W 21.42 feet, thence N69°10'18"W 24.38 feet, thence N11°27'00"E 137.08 feet, thence N68°14'00"W 39.63 feet, thence N70°40'00"W 250.68 feet, thence N28°49'30"W 80.53 feet, thence N61°56'00"E 56.35 feet, thence along the arc of a 3,179.72 foot radius curve to the right 320.34 feet through a central angle of 5°00'00" (chord: N64°06'00"E 329.74 feet), thence N69°16'00"E 10.66 feet, thence along the arc of a 3,859.72 foot radius curve to the left 316.82 feet through a central angle of 3°00'00" (chord: N64°06'00"E 316.72 feet), thence N61°56'00"E 231.84 feet, thence S18°21'11"W 551.08 feet to the point of beginning.

Contains: 11.294 acres



**BOUNDARY EXHIBIT
 WEILENMANN SCHOOL OF DISCOVERY
 WASATCH SCHOOL DISTRICT
 SUMMIT COUNTY, UTAH**



DATE	2/5/2016
BY	Dennis P. Carls
SCALE	AS SHOWN
NO.	1608

EXHIBIT D TO AGREEMENT REGARDING DISCOVERY PROJECT

WHEN RECORDED, MAIL TO:

P. Christian Anderson
Durham, Jones & Pinegar
111 East Broadway, Suite 900
Salt Lake City, Utah 84111

BOUNDARY LINE AGREEMENT, QUIT CLAIM DEED AND EASEMENT

Tax Parcel Numbers: PP-38-C-1, PP-38-C, PP-38-C-3 and PP-38-C-2

This Boundary Line Agreement, Quit Claim Deed and Easement (this "*Agreement*") is made and entered into effective as of the 26 day of ~~FEBRUARY~~, 2017, by and among: Weilenmann School of Discovery, a Utah nonprofit corporation having an address of 4199 Kilby Road, Park City, Utah 84098 ("*WSD*"); American Landmark Group, LLC, a Utah limited liability company, having an address of c/o Lora Romney, 1168 Hanline Circle, Kaysville, Utah 84037 ("*Developer*"); the Estate of Milton L. Weilenmann, having an address of 111 East Broadway, Suite 900, Salt Lake City, Utah 84111 ("*Estate*"); the Aldon Anderson Family LLC ("*AAFLLC*"); and Michael and Melanie Anderson ("*Andersons*").

RECITALS

- A. WSD owns certain real property located in Summit County, Utah, identified as PP-38-C-1, as shown on Attachment 1 and more fully described in Exhibit D-1 attached hereto (the "*School Parcel*").
- B. Estate owns certain real property located in Summit County, Utah, identified as PP-38-C, as shown on Attachment 1 and more fully described in Exhibit D-2 attached hereto (the "*Estate Parcel*").
- C. AAFLLC owns certain real property located in Summit County, Utah, identified as PP-38-C-3 (the "*AAF Parcel*") as shown on Attachment 1;
- D. Andersons own certain real property located in Summit County, Utah, identified as PP-38-C-2 (the "*Anderson Parcel*") as shown on Attachment 1;
- E. The School Parcel and the Estate Parcel adjoin one another, and WSD and Estate desire that the boundary line between the two parcels be adjusted to conform to the new boundary line as set forth on the Lot Line Adjustment Map attached hereto as Exhibit D-3 (the "*New Boundary Line*").
- F. Estate and the predecessors to WSD are parties to that certain Right of Way Easement Agreement dated January 4, 2010 (the "*Easement Agreement*"), and recorded on

January 11, 2010, as Entry No. 889970 in Book 20116 at Page 1859 in the official records of Summit County, Utah.

- G. WSD and Estate desire to terminate the Easement Agreement and establish a modified easement regarding access across the School Parcel (the "*New Easement*"), for the benefit of the Estate Parcel, as well as the AAF Parcel and the Anderson Parcel (collectively, the "*Benefitted Parcels*").
- H. Parcel PP-38-C-2 owned by the Andersons and Parcel PP-38-C-3 owned by AFLLC benefit from easements granted across the School Parcel and the Estate Parcel, providing ingress and egress between such parcels and Kilby Road (the "*Access Easements*").
- I. The Parties desire to establish that the Access Easements are modified to be consistent with the New Easement.
- J. Developer is pursuing the purchase of the Estate Parcel and AAF Parcel, as well as a neighboring parcel owned by Parleys Creek Limited Partnership identified as PP-39 (collectively, the "*Discovery Parcels*") and upon the completion of such acquisition, plans to construct on the Discovery Parcels a number of homes and townhomes as described in plans and drawings submitted to Summit County, and in connection therewith will also provide related infrastructure, including roads, grading, sewers, retaining walls and bridges (collectively, the "*Discovery Project*").

AGREEMENT

NOW THEREFORE, in consideration of the covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Boundary Line Agreement. The common and shared boundary line between the School Parcel and the Estate Parcel is hereby adjusted to be the New Boundary Line. WSD and its successors in interest shall have the right to use, occupy and enjoy the School Parcel, up to the New Boundary Line. Estate and its successors in interest shall have the right to use, occupy and enjoy the Estate Parcel, up to the New Boundary Line. The boundaries of the School Parcel and Estate Parcel shall be adjusted to reflect the New Boundary Line, as indicated on Exhibit D-3.
2. Quit Claims to Conform to New Boundary Line. WSD hereby quit claims to Estate all of WSD's right, title and interest in that portion of the School Parcel which lies south of the New Boundary Line (so that such portion of the School Parcel will now become part of the Estate Parcel, as reflected in Exhibit D-3). Estate hereby quit claims to WSD all of Estate's right, title and interest in that portion of the Estate parcel which lies north of the New Boundary Line (so that such portion of the Estate Parcel will now become part of the School Parcel, as reflected in Exhibit D-3). After giving effect to the adjustments reflected herein, the descriptions of the School Parcel and the Estate Parcel will be as set forth in Exhibit D-4 attached hereto.

3. Termination of Existing Easement Agreement; Establishment of New Easement. The Discovery Project referenced in the Agreement Regarding Discovery Project dated [] is being considered by Summit County Planning and County Council. The Easement Agreement is hereby terminated, and the rights and easements established thereby are hereby released and abandoned, in consideration for the grant of the New Easement for the benefit of the Benefitted Parcels. WSD hereby grants and conveys for the benefit of the Benefitted Parcels the New Easement, being a non-exclusive, perpetual easement and right of way for vehicular and pedestrian access, ingress and egress to and from the Estate Parcel and the public street known as Kilby Road, on, over, across and through the School Parcel, along the existing school access road, with the easement area more specifically described on Exhibit D-5 attached hereto (the "*Easement Area*"). The New Easement includes the right to construct, maintain and repair utility lines along the Easement Area, consistent with applicable legal requirements. The parties acknowledge and agree that governmental entities may control and direct the nature and extent and location of utility lines. WSD will not build or construct, or permit to be built or constructed, any structure over or across the Easement Area that would inhibit the owners and users of the Benefitted Parcels from utilizing the New Easement. All provisions of the New Easement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of WSD, Estate, AFLLC, Andersons and any other owners and users of the Benefitted Parcels, and their respective successors and assigns. If the Discovery Project is approved by the applicable Summit County authorities, then the Developer will purchase the Estate Parcel and the AAF Parcel. Upon the acquisition of such parcels, the Developer will grant to the Andersons and any successor owners of the Anderson Parcel a non-exclusive right and easement to utilize the Discovery Project's public rights of way for access, ingress and egress to and from the Anderson Parcel, consistent with the right granted above under the New Easement. Upon the effectiveness of the grant of such rights right and easement, and the completion of roads so as to permit the owners of the Anderson Parcel the ability to readily utilize such rights of way for access, ingress and egress to and from the Anderson Parcel, the New Easement shall become a gated, secondary, emergency only access easement for the benefit of the Discovery Project and the Anderson Parcel. Primary access for the Discovery Project and the Anderson Parcel will thereafter be over the Discovery Project's public rights of way, after which the New Easement shall become a gated, secondary, emergency only access easement for the benefit of the Discovery Project and the Anderson Parcel.

4. Adjustment of Other Easements. To the extent any other easements have previously been granted across the School Parcel, in order to provide access to and from Kilby Road, for the benefit of the Estate Parcel, the AAF Parcel or the Anderson Parcel, over a portion of the School Parcel other than the Easement Area, then such easements are hereby terminated, released and abandoned, in consideration for the grant of new easements on the same terms, but with the rights of access to conform to the Easement Area, and WSD, AFLLC and Andersons agree to the grant of such new easements and further agree that the boundaries of all such access easements shall conform to the Easement Area. Without limiting the generality of the previous sentence, the following

easements, are hereby terminated, released and abandoned, and WSD hereby grants and conveys for the benefit of the Estate Parcel, the AAF Parcel and the Anderson Parcel new easements providing for the same quality of access and usage, but with the easement areas as referenced in the terminated easements to be replaced by the Easement Area:

- a. Reservation of a 20-foot-wide ingress and egress easement across the School Parcel for the benefit of Parcel PP-38-C-2, as disclosed in that certain Quit-Claim Deed by and between Michael Weilenmann, et al, as Grantors, and Milton L. Weilenmann, as Grantee, and recorded January 10, 1984 as Entry No. 215435 in Book 287 at page 31, records of Summit County, Utah.
 - b. Reservations and easements as disclosed in those certain Quit-Claim Deeds by and between Milton L. Weilenmann, as Grantor, and the AAFLLC as Grantee, and recorded July 7, 1994 as Entry No. 408915 in Book 818 at page 441, and recorded December 29, 1994 as Entry No. 421883 in Book 859 at page 191, records of Summit County, Utah.
 - c. Reservations and easements as disclosed in that certain Corrective Quit-Claim Deed by and between Milton L. Weilenmann, et al, as Grantors, and the AAFLLC, as Grantee, and recorded May 31, 1996 as Entry NO. 455357 in Book 968 at page 341, records of Summit County, Utah.
 - d. Reservations and easements as contained in those certain Quit-Claim Deeds recorded February 24, 2005 as Entry No. 727349 in Book 1680 at page 1454, and recorded February 24, 2005 as Entry No. 727350 in Book 1680 at page 1459, records of Summit County, Utah.
5. Authority. Each individual who executes this Agreement on behalf of a party hereto represents and warrants that such individual is duly authorized to do so and that no other signature, act or authorization is necessary to bind such party to the provisions of this Agreement, or to effect the transactions contemplated hereby.
 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah applicable to contracts entered into and to be performed entirely within such State.
 7. Recording. This Agreement is to be recorded in the Summit County Recorder's Office with respect to the School Parcel, the Estate Parcel and each of the Benefitted Parcels.
 8. Changes In Writing. This Agreement and any of its terms may be changed, waived, discharged or terminated only by a written instrument signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

IN WITNESS WHEREOF, this Agreement is executed effective as of February 28,
2017.

WSD:

Weilenmann School of Discovery

By: [Signature]
Title: Executive Director

Estate:

Estate of Milton L. Weilenmann

By: [Signature]
P. Christian Anderson,
Personal Representative

Andersons:

Michael Anderson

Melanie Weilenmann Anderson

AAFLLC:

Aldon Anderson Family LLC

By: _____
Rebecca C. Anderson, Member

American Landmark Group, LLC:

By: _____

Title: _____

IN WITNESS WHEREOF, this Agreement is executed effective as of _____,
2017.

WSD:

Weilenmann School of Discovery

By: _____

Title: _____

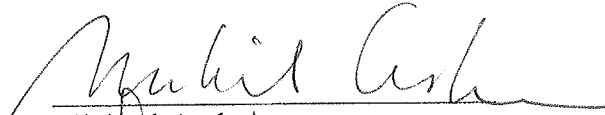
Estate:

Estate of Milton L. Weilenmann


By: _____

P. Christian Anderson,
Personal Representative

Andersons:



Michael Anderson



Melanie Weilenmann Anderson

AAFLLC:

Aldon Anderson Family LLC

By: _____

Rebecca C. Anderson, Member

American Landmark Group, LLC:

By: _____

Title: _____

IN WITNESS WHEREOF, this Agreement is executed effective as of 2/25/2017,
2017.

WSD:

Weilenmann School of Discovery

By: _____

Title: _____

Estate:

Estate of Milton L. Weilenmann

By: _____

P. Christian Anderson,
Personal Representative

Andersons:

Michael Anderson

Melanie Weilenmann Anderson

AAFLLC:

Aldon Anderson Family LLC

By: Rebecca Anderson
Rebecca C. Anderson, Member

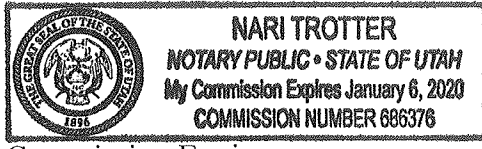
American Landmark Group, LLC:

By: _____

Title: _____

STATE OF Utah)
)ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me on the 28th day of February, 2017, by Cynthia K. Phillips the Executive Director of Weilenmann School of Discovery, a Utah nonprofit corporation.

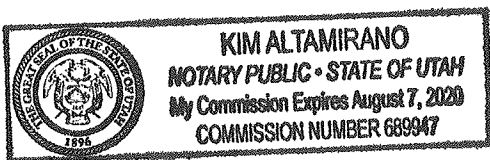


[Signature]
Notary Public
Residing at: Wallburg, UT

My Commission Expires:
1/6/2020

STATE OF Utah)
)ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me on the 28th day of February, 2017, by P. Christian Anderson, the personal representative of the Estate of Milton L. Weilenmann.



[Signature]
Notary Public
Residing at: Utah City

My Commission Expires:
8/7/20

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the ___ day of _____, 2017, by Rebecca C. Anderson, a Member of the Aldon Anderson Family LLC.

Notary Public
Residing at: _____

My Commission Expires:

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the ___ day of _____, 2017, by _____, the _____ of Weilenmann School of Discovery, a Utah nonprofit corporation.

Notary Public
Residing at: _____

My Commission Expires:

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the ___ day of _____, 2017, by P. Christian Anderson, the personal representative of the Estate of Milton L. Weilenmann.

Notary Public
Residing at: _____

My Commission Expires:

STATE OF Utah)
)ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me on the 25 day of February, 2017, by Rebecca C. Anderson, a Member of the Aldon Anderson Family LLC.



Michelle Larson
Notary Public
Residing at: SLC, UT

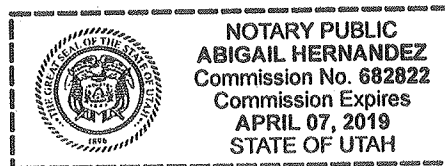
My Commission Expires: 03/17/20

STATE OF Utah)
)ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me on the 24 day of February 2017, by Michael Anderson and Melanie Weilenmann Anderson.

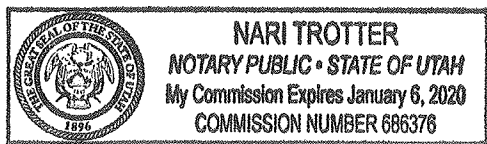
Abigail Hernandez
Notary Public
Residing at: Salt Lake

My Commission Expires:
April 07, 2019



STATE OF Utah)
)ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me on the 20 day of February 2017, by Michael J. Milner, the Manager of American Landmark Group LLC, a Utah limited liability company.



W. Troth
Notary Public
Residing at: Wallburg, UT

My Commission Expires:
1/6/2020

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the ___ day of _____, 2017, by _____, the _____ of Weilenmann School of Discovery, a Utah nonprofit corporation.

Notary Public
Residing at: _____

My Commission Expires:

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the ___ day of _____, 2017, by P. Christian Anderson, the personal representative of the Estate of Milton L. Weilenmann.

Notary Public
Residing at: _____

My Commission Expires:

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the ___ day of _____, 2017, by Rebecca C. Anderson, a Member of the Aldon Anderson Family LLC.

Notary Public
Residing at: _____

My Commission Expires:

ATTACHMENT #1

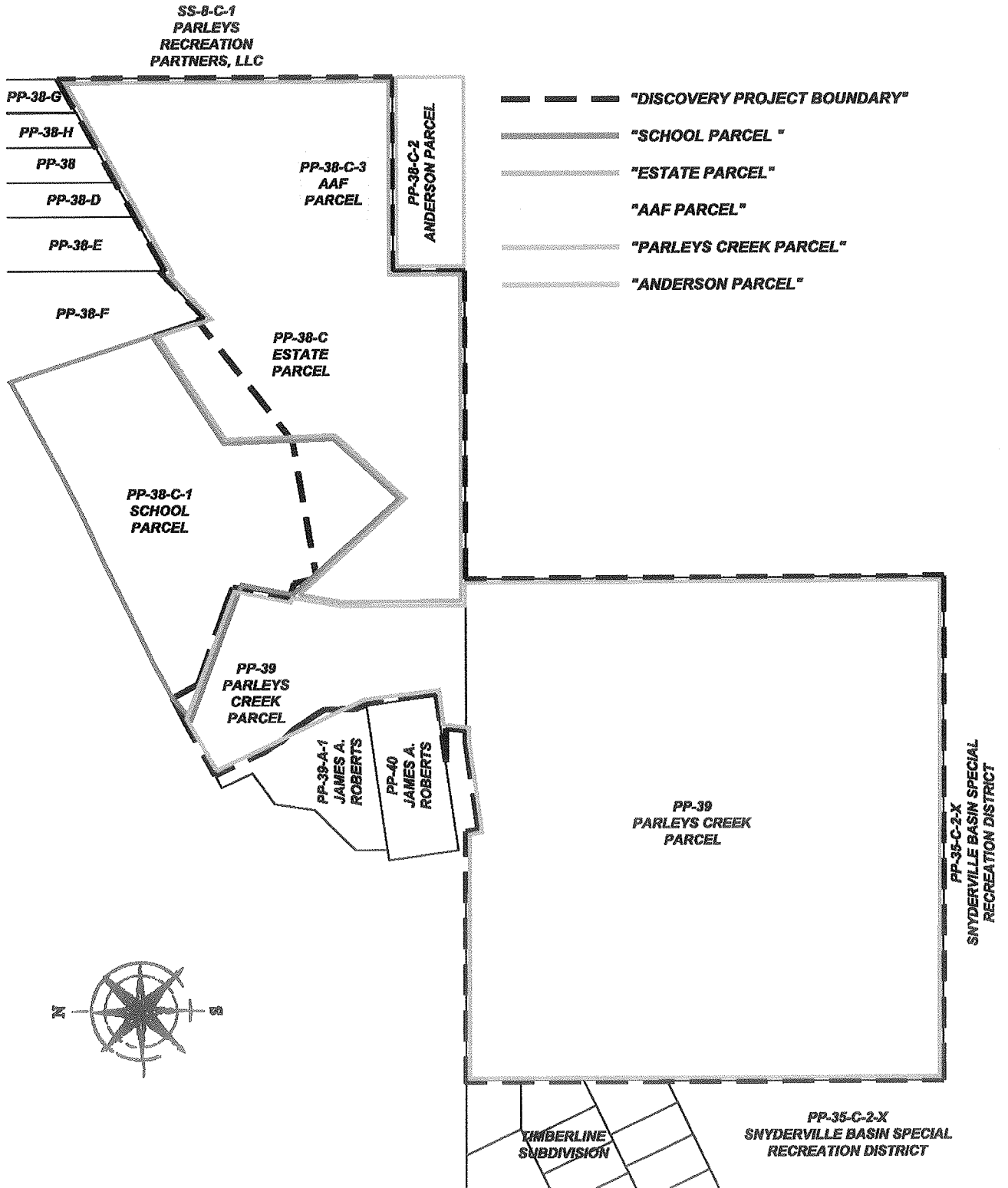


EXHIBIT D-1 TO WSD/ESTATE LOT LINE ADJUSTMENT AGREEMENT

Description of School Parcel

[Attached]

(Legal Description of the Property)

That certain real property located in Summit County, Utah, specifically described as follows:

Beginning at the East quarter corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence North 00°04'11" West along the East line of Lot 2 a distance of 1134.85 feet; thence South 61°16'46" West 625.69 feet; thence North 00°04'11" West 15.4 feet; thence South 46°43'36" West 181.53 feet; thence North 18°21'11" West 157.78 feet to the True Point of Beginning; thence South 56°37'40" West 386.86 feet; thence South 02°12'48" East 305.16 feet; thence South 42°54'58" West 248.60 feet; thence North 42°19'31" West 410.84 feet; thence North 10°00'00" East 142.17 feet; thence North 70°00'00" West 394.47 feet; thence North 48°26'49" East 79.94 feet to the intersection with the Southeasterly right of way line of the Interstate 80 Frontage Road, said right of way line also being the Southeasterly line of that tract of land as described in Warranty Deed to the State Road Commission of Utah, recorded July 25, 1972 as Entry No. 116412 in Book M39, Pages 586 and 587, in the office of the recorder of Summit County, Utah, the following five courses being along said right of way line; (1) thence North 61°36'00" East 96.33 feet to a point on a tangent 3779.72 foot radius curve concave Southeasterly (the radius point bears South 28°24'00" East 3779.73 feet of which the central angle is 05°00'00"); (2) thence Northeasterly along the arc of said curve a distance of 329.84 feet; (3) thence North 66°36'00" East 10.66 feet to a point on a tangent 3859.72 foot radius curve concave Northwesterly (the center bears North 23°24'00" West 3859.72 feet of which the central angle is 05°00'00"); (4) thence Northeasterly along the arc of said curve a distance of 336.82 feet; (5) thence North 61°36'00" East 231.76 feet to the intersection with the Westerly line of a tract of land as described in a Quit Claim Deed to Judith L. Maedel, recorded May 18, 1981 as Entry No. 179621 in Book M187, Page 501, in said Recorder's office, the following course being along the Westerly line of said tract; thence South 18°21'11" East 414.26 feet to the place of beginning.

The following is shown for informational purposes only: Tax Parcel No. PP-38-C-1.

EXHIBIT D-2 TO WSD/ESTATE LOT LINE ADJUSTMENT AGREEMENT

Description of Estate Parcel

[Attached]

Lot PP-38-C -- Containing Approximately 20.984 Acres

BEGINNING at the East quarter corner of Section 10, in Township 1 South of Range 3 East of the Salt Lake Base and Meridian; and running thence North 89°58'00" West 1502.15 feet along the center of Section; thence North 00°02'00" West 327.91 feet; thence North 10°00'00" East 162.43 feet; thence South 42°19'31" East 410.84 feet; thence North 42°54'58" East 248.60 feet; thence North 02°12'48" West 305.16 feet; thence North 56°37'40" East 368.86 feet; thence South 18°21'11" East 157.78 feet; thence North 46°43'36" East 181.53 feet; thence South 00°04'11" East 15.4 feet; thence North 61°16'46" East 625.69 feet; thence South 0°04'11" East 1134.85 feet to the point of beginning.

Excepting from the above described parcel, the following described tracts of land (in which Grantors have no interest):

A. PP-38-C-2 -- Containing Approximately 2.53 Acres

BEGINNING at the East quarter corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point also being the Southeast corner of Lot 2 of said Section 10; thence North 89°58'00" West along the South line of said lot a distance of 552.19 feet; thence North 00°02'00" East 200.0 feet; thence South 89°58'00" East parallel with said South line 551.83 feet to a point on the East side of said lot; thence South 00°04'11" East 200.0 feet to the point of beginning.

B. PP-38-C-3 -- Containing 43,560 Square Feet or 1.000 Acre

BEGINNING at a point South, 2155.20 feet and West, 225.00 feet from the Northeast Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; Running thence South, 217.80 feet; thence West, 200.00 feet; thence North 217.80 feet; thence East, 200.00 feet to the point of beginning.

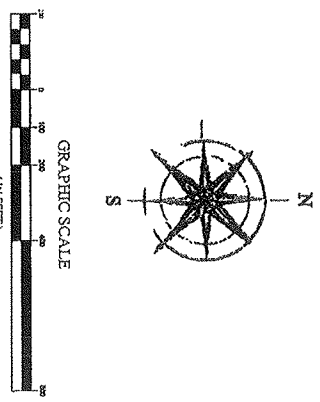
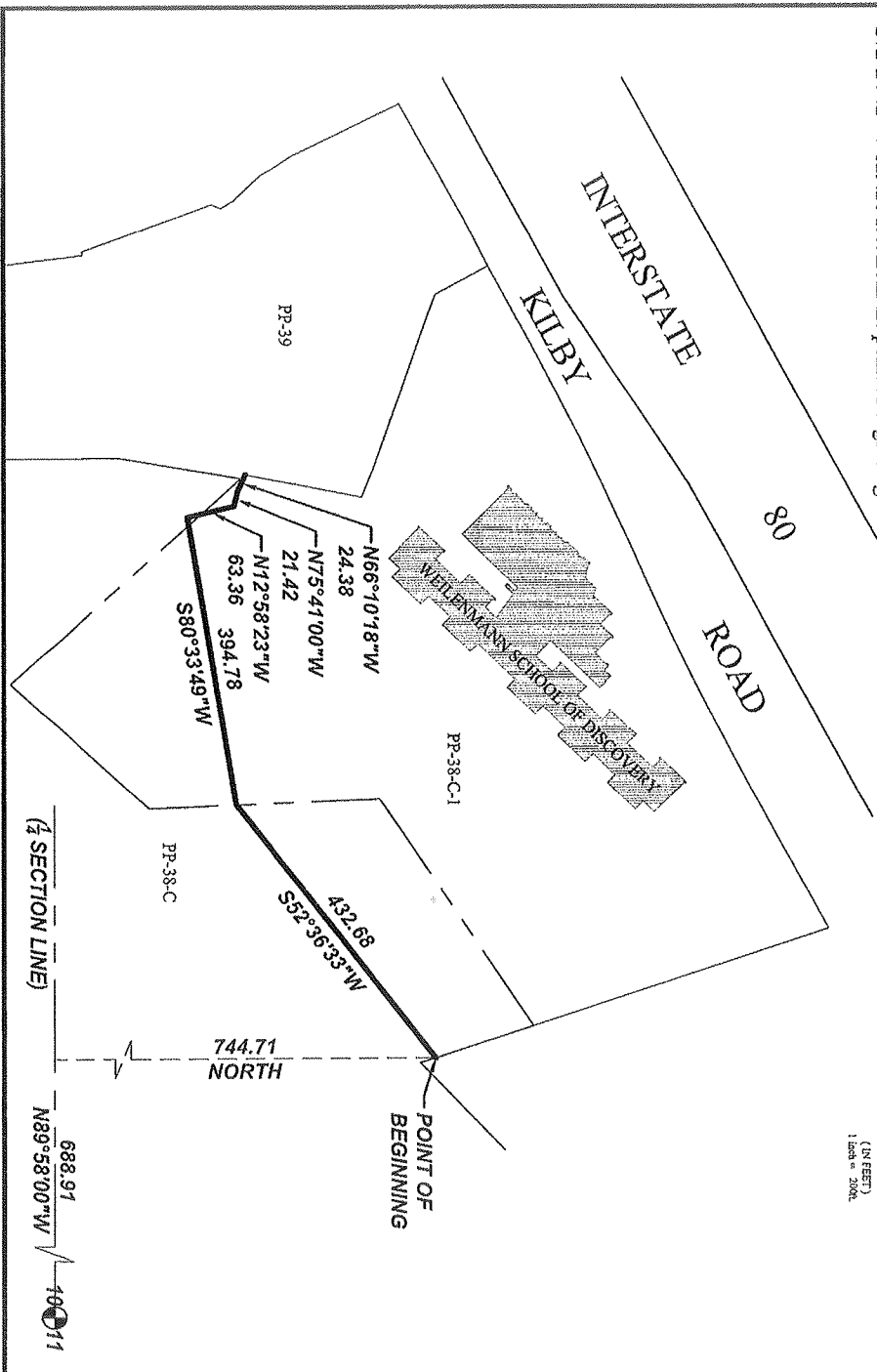
EXHIBIT D-3 TO WSD/ESTATE LOT LINE ADJUSTMENT AGREEMENT

Lot Line Adjustment Map

[Attached]

DESCRIPTION

Beginning at a point located N89°58'00"W along the 1/4 Section line 688.91 feet and North 744.71 feet from an Iron Pipe marking the East 1/4 Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence S52°36'33"W 432.68 feet; thence S80°33'49"W 394.78 feet; thence N12°58'23"W 63.36 feet; thence N75°41'00"W 21.42 feet; thence N66°10'18"W 24.38 feet to a point of terminus located S72°24'42"W 829.26 feet from the point of beginning.



Drawn	11/22/2015
Checked	11/22/2015
Discipline	SR
Date	11-20-15
Sheet	EXHIBIT C

LOT LINE ADJUSTMENT EXHIBIT
 NE1/4 OF SECTION 10, T1S, R3E, SLB&M
 SUMMIT COUNTY, UTAH

FOCUS
 ENGINEERING AND SURVEYING, I.L.C.
 32 WEST CENTER STREET
 MIDVALE, UTAH 84047 PH: (801) 352-0075
 www.focusutah.com

Z:\2014\14-009 Discovery 2014\design 14-009\dwg\exhibits\Lot Line Adjustment Exhibit C 111817.dwg

**Revised Descriptions of School Parcel and Estate Parcel,
Giving Effect To Boundary Line Adjustment**

School Parcel

A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the ¼ Section line 688.91 feet and North 744.71 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence S52°36'44"W 432.68 feet; thence S80°33'49"W 394.78 feet; thence N12°58'23"W 63.36 feet; thence N75°41'00"W 21.42 feet; thence N66°10'18"W 24.38 feet; thence N11°27'00"E 157.08 feet; thence N68°14'00"W 39.63 feet; thence N70°40'00"W 250.68 feet; thence N28°49'30"W 80.55 feet; thence N61°36'00"E 96.33 feet; thence along the arc of a 3,779.72 foot radius curve to the right 329.84 feet through a central angle of 5°00'00" (chord: N64°06'00"E 329.74 feet); thence N66°36'00"E 10.66 feet; thence along the arc of a 3,859.72 foot radius curve to the left 336.82 feet through a central angle of 5°00'00" (chord: N64°06'00"E 336.72 feet); thence N61°36'00"E 231.84 feet; thence S18°21'11"E 551.08 feet to the point of beginning.

Contains: 11.29+/- acres

Estate Parcel

Beginning at a point located N0°07'41"W along the Section line 200.00 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence N89°58'00"W 551.63 feet; thence S0°02'00"W 200.00 feet to the ¼ Section line; thence N89°58'00"W along the ¼ Section line 949.96 feet; thence N0°02'00"W 327.91 feet; thence N10°00'00"E 162.43 feet; thence N42°19'31"W 7.82 feet; thence S66°10'18"E 24.38 feet; thence S75°41'00"E 21.42 feet; thence S12°58'23"E 63.36 feet; thence N80°33'49"E 394.78 feet; thence N52°36'33"E 432.68 feet; thence S18°21'11"E 21.04 feet; thence N46°43'36"E 181.53 feet; thence S0°04'11"E 15.40 feet; thence N61°16'46"E 624.38 feet to the east line of Section 10; thence S0°07'41"E along the Section line 934.21 feet to the point of beginning.

LESS AND EXCEPTING therefrom the following described property:

Beginning at a point South 2155.20 feet and West 225.00 feet from the Northeast Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base & Meridian; and running thence South 217.80 feet; thence West 200.00 feet; thence North 217.80 feet; thence East 200.00 feet to the point of beginning. (Parcel PP-38-C-3)

Contains: 21.06+/- net acres

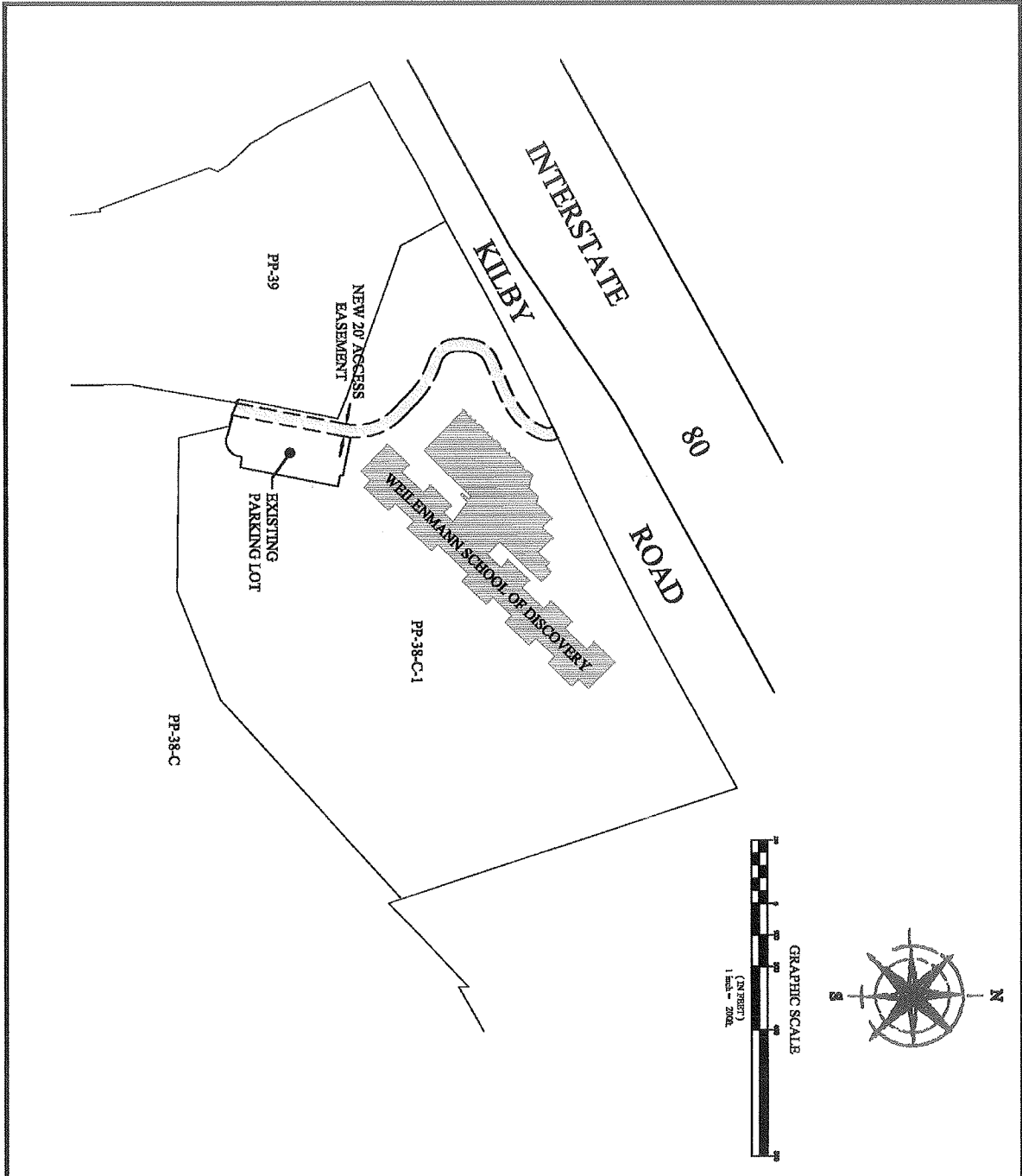
EXHIBIT D-5 TO WSD/ESTATE LOT LINE ADJUSTMENT AGREEMENT

Description of Easement Area

Easement Description


A 20.00 wide access easement in the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the ¼ Section line 1,451.87 feet and North 482.50 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence N75°41'00"W 5.39 feet; thence N66°10'18"W 15.34 feet; thence N6°39'40"E 27.75 feet; thence N11°14'00"E 145.60 feet; thence along the arc of a 79.00 foot radius curve to the left 79.97 feet through a central angle of 58°00'00" (chord: N17°46'00"W 76.60 feet); thence N46°46'00"W 35.00 feet; thence along the arc of a 140.00 foot radius curve to the left 62.31 feet through a central angle of 25°30'00" (chord: N59°31'00"W 61.80 feet) to a point of reverse curvature; thence along the arc of a 47.00 foot radius curve to the right 53.32 feet through a central angle of 65°00'00" (chord: N39°46'00"W 50.51 feet) to a point of compound curvature; thence along the arc of a 100.00 foot radius curve to the right 33.16 feet through a central angle of 19°00'00" (chord: N2°14'00"E 33.01 feet) to a point of compound curvature; thence along the arc of a 48.00 foot radius curve to the right 46.50 feet through a central angle of 55°30'00" (chord: N39°29'00"E 44.70 feet); thence N67°14'00"E 52.00 feet; thence along the arc of a 190.00 foot radius curve to the left 39.79 feet through a central angle of 12°00'00" (chord: N61°14'00"E 39.72 feet) to a point of compound curvature; thence along the arc of an 80.00 foot radius curve to the left 44.68 feet through a central angle of 32°00'00" (chord: N39°14'00"E 44.10 feet) to a point of compound curvature; thence along the arc of a 15.00 foot radius curve to the left 12.93 feet through a central angle of 49°23'04" (chord: N1°27'32"W 12.53 feet); thence N26°09'04"W 0.51 feet to the south line of Kilby Road defined as the northerly line of that Real Property described in Deed Book 2131 Page 625 of the Official Records of Summit County; thence Northeasterly along the arc of a 3,779.72 foot non-tangent curve (radius bears: S24°18'49"E) 20.01 feet through a central angle of 0°18'12" (chord: N65°50'17"E 20.01 feet); thence Southeasterly along the arc of a 35.00 foot radius non-tangent curve (radius bears: S64°08'58"W) 29.98 feet through a central angle of 49°05'02" (chord: S1°18'31"E 29.08 feet) to a point of compound curvature; thence along the arc of a 100.00 foot radius curve to the right 55.85 feet through a central angle of 32°00'00" (chord: S39°14'00"W 55.13 feet) to a point of compound curvature; thence along the arc of a 210.00 foot radius curve to the right 43.98 feet through a central angle of 12°00'00" (chord: S61°14'00"W 43.90 feet); thence S67°14'00"W 52.00 feet; thence along the arc of a 28.00 foot radius curve to the left 27.12 feet through a central angle of 55°30'00" (chord: S39°29'00"W 26.07 feet) to a point of compound curvature; thence along the arc of an 80.00 foot radius curve the left 26.53 feet through a central angle of 19°00'00" (chord: S2°14'00"W 26.41 feet) to a point of compound curvature; thence along the arc of a 27.00 foot radius curve to the left 30.63 feet through a central angle of 65°00'00" (chord: S39°46'00"E 29.01 feet) to a point of reverse curvature; thence along the arc of a 160.00 foot radius curve to the right 71.21 feet through a central angle of 25°30'00" (chord: S59°31'00"E 70.62 feet); thence S46°46'00"E 35.00 feet; thence along the arc of a 99.00 foot radius curve to the right 100.22 feet through a central angle of 58°00'00" (chord: S17°46'00"E 95.99 feet); thence S11°14'00"W 144.80 feet; thence S6°39'40"W 32.19 feet to the point of beginning.

Contains: 12,837+/- s.f.



Client	Summit County
Date	11/19/2014
Project	14-0007
Sheet	3B
Scale	14-000
Drawn	
Checked	
Approved	

ACCESS EASEMENT EXHIBIT
 NE1/4 OF SECTION 10, T1S, R3E, SLB&M
 SUMMIT COUNTY, UTAH


FOCUS[®]
 ENGINEERING AND SURVEYING, LLC
 32 WEST CENTER STREET
 MIDVALE, UTAH 84047 PH: (801) 352-0075
 www.focusutah.com

C:_2014\14-0007\Discovery 2014\Design 14-0007\Map\Access Easement Exhibit P 111617.dwg

EXHIBIT E TO AGREEMENT REGARDING DISCOVERY PROJECT

**CONSENT, JOINDER, WAIVER AND SUBORDINATION OF LENDER
(AgCredit)**

The undersigned, AGCREDIT, ACA, for itself and as agent/nominee for AgCredit, FLCA, as Servicer (collectively, "AgCredit"), is the owner and holder of the rights and interests of the beneficiary under that certain deed of trust (the "Deed of Trust") executed by WEILENMANN SCHOOL OF DISCOVERY, a Utah non-profit corporation (the "School"), as trustor, recorded on June 6, 2012 at Entry No. 946691 in Book 2131 at Page 671 in the official records of Summit County, Utah.

AgCredit, as the beneficiary under the Deed of Trust, hereby joins in, consents to and subordinates the Deed of Trust to, that certain Boundary Line Agreement, Quit Claim Deed and Easement (the "Agreement") to which this Consent, Joinder, Waiver and Subordination is attached, entered into between the School and the Estate of Milton L. Weilenmann (the "Estate"), and AgCredit agrees that all of its right, title and interest in and to the real property described therein (the "School Parcel") existing by virtue of the Deed of Trust shall be bound by, subject to and subordinate to the terms and provisions of the Agreement, and the Agreement shall survive any foreclosure, deed in lieu of foreclosure and/or exercise of any remedy by AgCredit pursuant to the Deed of Trust.

Furthermore, AgCredit understands and acknowledges that the Agreement provides for a portion of the real property covered by the Deed of Trust (the "Removed Parcel") to be quit claimed from the School to the Estate and for certain real property owned by the Estate (the "Added Parcel") to be quit claimed to the School. AgCredit consents to such transactions and hereby releases and waives any lien, claim, encumbrance, right, title or interest it may have with respect to the Removed Parcel, so that the Removed Parcel is no longer subject to the Deed of Trust, and in lieu thereof accepts the Added Parcel as part of the real estate now covered by the Deed of Trust. AgCredit agrees to cause the trustee named in the Deed of Trust to execute and deliver to Estate a Partial Reconveyance of Trust Deed in the form attached hereto.

AgCredit further understands and acknowledges that: (a) pursuant to the Agreement, as well as that certain Boundary Line Agreement and Quit Claim Deed being executed contemporaneously with the Agreement and entered into between the School and Parleys Creek Limited Partnership, the parcels being removed from and added to the School Parcel will be as set forth in Exhibit E-1 attached hereto; and (b) after giving effect to such agreements and parcel adjustments, the legal description of the adjusted School Parcel will be as set forth in Exhibit E-1 attached hereto, and the boundaries of the School Parcel will be as reflected in the survey attached hereto as Exhibit E-2.

AGCREDIT:

AGCREDIT, ACA, for itself and as agent/nominee for AgCredit, FLCA, as Servicer

By: Tom Moser
Tom Moser, Agribusiness Account Officer

STATE OF OHIO)
: ss.
COUNTY OF WOOD)

The foregoing instrument was acknowledged before me this 12th day of JUNE, 2017, by TOM MOSER, the Agribusiness Account Officer of AGCREDIT, ACA, for itself and as agent/nominee for AgCredit, FLCA, as Servicer.

Andrew J. Witker
NOTARY PUBLIC
Residing at: Wood Co.

My Commission Expires:
3-31-2020



ANDREW J. WITKER
Notary Public
State of Ohio
My Comm. Expires
3-31-2020

EXHIBIT E-1 TO WSD/ESTATE LENDER CONSENTS

Description of Parcels Released and Acquired by WSD and Adjusted School Parcel

[Attached]

**LEGAL DESCRIPTIONS
PREPARED FOR
WEILENMANN SCHOOL OF DISCOVERY
SUMMIT COUNTY, UTAH
(February 5, 2016)**

PARCELS BEING RELEASED BY WSD

PARCEL A

A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the ¼ Section line 1,197.50 feet and North 184.30 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence N42°19'31"W 317.15 feet; thence N80°33'49"E 383.56 feet; thence S2°12'48"E 115.39 feet; thence S42°54'58"W 248.60 feet to the point of beginning.

Contains: 1.41+/- acres

PARCEL B

A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the ¼ Section line 1,426.44 feet and North 435.54 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence N42°19'31"W 70.84 feet; thence N10°00'00"E 3.26 feet; thence S66°10'18"E 18.01 feet; thence S75°41'00"E 21.42 feet; thence S12°58'23"E 44.14 feet to the point of beginning.

Contains: 798+/- s.f.

PARCEL C

A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the ¼ Section line 1,452.02 feet and North 628.85 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence N70°00'00"W 391.83 feet; thence N48°26'49"E 79.94 feet; thence S28°49'30"E 80.55 feet; thence S70°40'00"E 250.68 feet; thence S68°14'00"E 39.63 feet; thence S11°27'00"W 19.17 feet to the point of beginning.

Contains: 9,486+/- s.f.

PARCELS BEING ACQUIRED BY WSD

PARCEL 1

A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the ¼ Section line 688.91 feet and North 744.71 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence S52°36'33"W 432.68 feet; thence N2°12'48"W 189.77 feet; thence N57°00'43"E 368.21 feet; thence S18°21'11"E 134.18 feet to the point of beginning.

Contains: 1.32+/- acres

PARCEL 2

A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the ¼ Section line 1,422.12 feet and North 416.81 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence N12°58'23"W 19.22 feet; thence S42°19'31"E 22.85 feet; thence S80°33'49"W 11.22 feet to the point of beginning.

Contains: 108+/- s.f.

PARCEL 3

A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the ¼ Section line 1,479.40 feet and North 493.67 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence N11°27'00"E 137.91 feet; thence S70°00'00"E 2.74 feet; thence S10°00'00"W 138.91 feet; thence N66°10'18"W 6.38 feet to the point of beginning.

Contains: 617+/- s.f.

WSD PROPERTY AFTER BOUNDARY LINE AGREEMENT

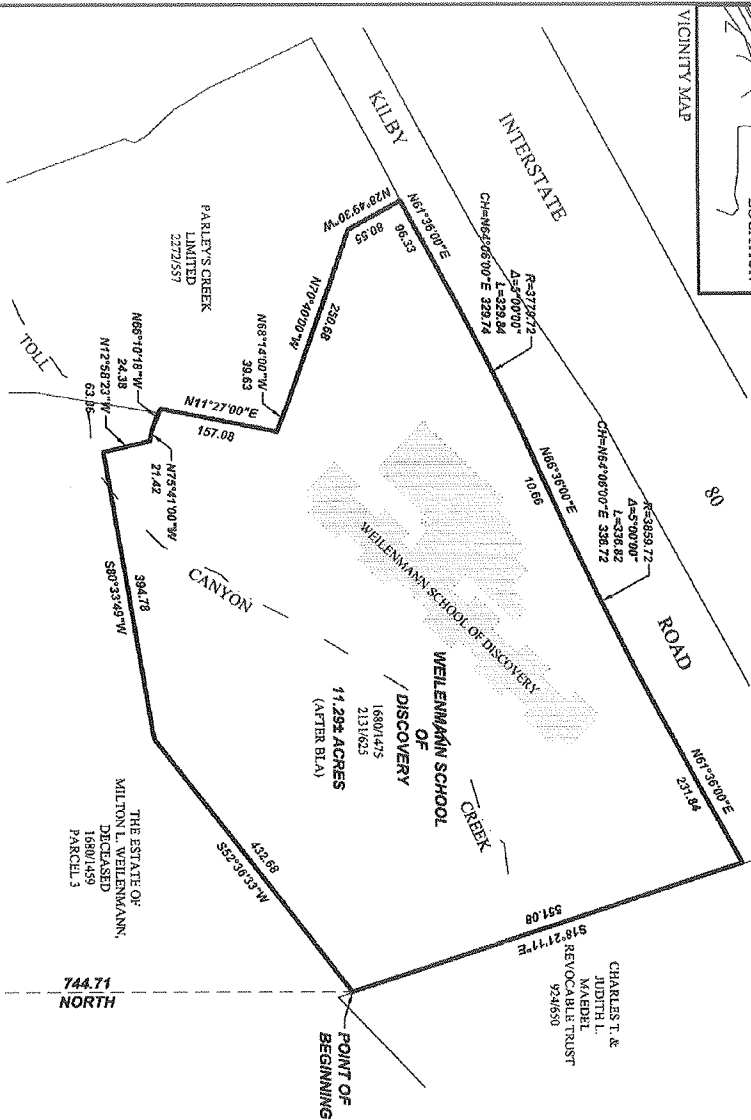
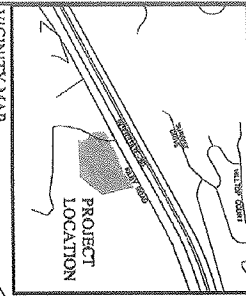
A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the ¼ Section line 688.91 feet and North 744.71 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence S52°36'33"W 432.68 feet; thence S80°33'49"W 394.78 feet; thence N12°58'23"W 63.36 feet; thence N75°41'00"W 21.42 feet; thence N66°10'18"W 24.38 feet; thence N11°27'00"E 157.08 feet; thence N68°14'00"W 39.63 feet; thence N70°40'00"W 250.68 feet; thence N28°49'30"W 80.55 feet; thence N61°36'00"E 96.33 feet; thence along the arc of a 3,779.72 foot radius curve to the right 329.84 feet through a central angle of 5°00'00" (chord: N64°06'00"E 329.74 feet); thence N66°36'00"E 10.66 feet; thence along the arc of a 3,859.72 foot radius curve to the left 336.82 feet through a central angle of 5°00'00" (chord: N64°06'00"E 336.72 feet); thence N61°36'00"E 231.84 feet; thence S18°21'11"E 551.08 feet to the point of beginning.

Contains: 11.29+/- acres

EXHIBIT E-2 TO WSD/ESTATE LENDER CONSENTS

Map of Adjusted WSD School Parcel

[Attached]



NOTES

- 1) The purpose of this Survey/Exhibit is to graphically depict the legal description provided below. Said description is the proposed 'net' results of Boundary Line Agreements and other conveyances to alter the existing property lines in the area in preparation for the development of the Discovery project.
- 2) The Basis of Bearing for this Survey and the legal description below is N89°58'00\"/>

LEGAL DESCRIPTION
(SCHOOL PROPERTY AFTER BOUNDARY LINE AGREEMENT)

A portion of the NE 1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00\"/>

Compass: 11.294+ acres

SURVEYOR'S CERTIFICATE

I, Dennis P. Carlske, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 172675 in accordance with Title 58, Chapter 22, of Utah State Code. I hereby certify by authority of the court(s) that I have made a Survey of the lands shown on this plan and that it accurately represents the existing conditions as shown. This plan does not represent a certification to the title or ownership of the lands shown hereon.

Dennis P. Carlske
Professional Land Surveyor
Certificate No. 172675

5 February 2016
Date

CENTER 1/4 CORNER OF SECTION 10, T1S, R3E S1&M
2\"/>

EAST 1/4 CORNER OF SECTION 10, T1S, R3E S1&M
2\"/>



BOUNDARY EXHIBIT
WEILENMANNS SCHOOL OF DISCOVERY
WASATCH SCHOOL DISTRICT
SUMMIT COUNTY, UTAH



DATE	1-15-16
BY	DPC
CHECKED	SMC
SCALE	AS SHOWN
NO. OF SHEETS	1 OF 1

EXHIBIT F TO AGREEMENT REGARDING DISCOVERY PROJECT

Recorded at the request of, and
When recorded, return to:
Patrick F. Brown, Esq.
Nexsen Pruet, PLLC
227 W. Trade Street, Suite 1550
Charlotte, NC 28202

Tax Parcel ID No.: PP-38-C-1 and PP-38-C

**PARTIAL RECONVEYANCE OF TRUST DEED
(And Inclusion of Additional Property)**

The undersigned are the "Trustee" and "Trustor" under that certain "Deed of Trust and Security Agreement" dated as of June 6, 2012 (the "Trust Deed") executed by WEILENMANN SCHOOL OF DISCOVERY as "Trustor," naming U.S. BANK NATIONAL ASSOCIATION, as "Trustee," and given to and for the benefit of AGCREDIT, ACA, for itself and as agent/nominee of AgCredit, FLCA (the "Beneficiary"). The Trust Deed encumbers certain real property and improvements located in Summit County, Utah as more fully described therein (the "Property"). The Trust Deed was recorded in the official records of the Summit County Recorder's office on June 6, 2012, in Book 2131, at Page 671, as Entry Number 00946691. Capitalized terms used in this Partial Reconveyance of Trust Deed that are not defined herein shall have the meanings given to them in the Trust Deed.

Trustor has requested, and Beneficiary has agreed to, a reconveyance of the Trust Deed and release of the lien and security interest granted therein, as to a portion of the Property, as more fully described below, with the Trust Deed and the lien and security interest granted therein remaining in full force and effect as to the remainder of the Property originally covered by the Trust Deed.

Trustor and Beneficiary have requested, and Trustee has agreed to, the addition of certain adjoining land to be included in the Property that is subject to the Trust Deed and the lien and security interest granted therein, as more fully described below.

NOW, THEREFORE:

1. The undersigned Trustee under the Trust Deed hereby releases and reconveys to the person or persons entitled thereto the lien and security interest created under the Trust Deed, but only as such lien and security interest pertains to the portion of the Property conveyed by Trustor to the Estate of Milton L. Weilenmann (the "Estate"), as described in Exhibit F-1 attached hereto (the "Released Parcel").

2. The undersigned Trustor does hereby convey the parcel of land described on Exhibit F-2 attached hereto (the "Added Parcel") to the Trustee for inclusion under the Deed of Trust and lien thereof for the benefit of Beneficiary. Further, the undersigned Trustor and Trustee under the Deed of Trust do hereby amend the Deed of Trust to add the Added Parcel to the description of the Property that is subject to the Deed of Trust and the lien thereof.

3. After giving effect to the adjustments reflected above, as well as adjustments relating to parcels conveyed to and from Parleys Creek Limited Partnership, the description of the Property covered by the Deed of Trust will be as set forth in Exhibit F-3 attached hereto.

The foregoing release and reconveyance under Paragraph 1 above is a partial release and reconveyance only of the lien and security interest created under the Trust Deed as the same pertains to, but only to, the Released Parcel, and the foregoing addition of the Added Parcel to the description of the Property under Paragraph 2 above will extend the lien and security interest created under the Trust Deed to the Added Parcel. The above adjustments shall not otherwise affect the Trust Deed or any lien and security interest created thereunder with respect to the rest of the Property, all of which shall remain unchanged and in full force and effect.

Dated as of _____, 2017

WEILENMANN SCHOOL OF DISCOVERY, as
Trustor

By: _____

Name: _____

Title: _____

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____

Name: Kim Galbraith

Title: _____

AGCREDIT, ACA, for itself and as agent/nominee

for AgCredit, FLCA, as Beneficiary

By: _____

Name: Tom Moser

Title: _____

STATE OF _____)
: ss.
County of _____)

On the ___ day of _____, 2017, before me, the undersigned notary public, personally appeared _____, the _____ of WEILENMANN SCHOOL OF DISCOVERY, who duly acknowledged to and before me that she signed the forgoing instrument for and on behalf of such entity, having all requisite authority to so act.

Notary Public

[seal]

STATE OF _____)
: ss.
County of _____)

On the ___ day of _____, 2017, before me, the undersigned notary public, personally appeared _____, the _____ of U.S. BANK NATIONAL ASSOCIATION, who duly acknowledged to and before me that he signed the forgoing instrument for and on behalf of U.S. Bank National Association, having all requisite authority to so act.

Notary Public

[seal]

EXHIBIT F-1 TO WSD/ESTATE PARTIAL RECONVEYANCES

Description/Map of Released Parcel

See attached boundary description/map

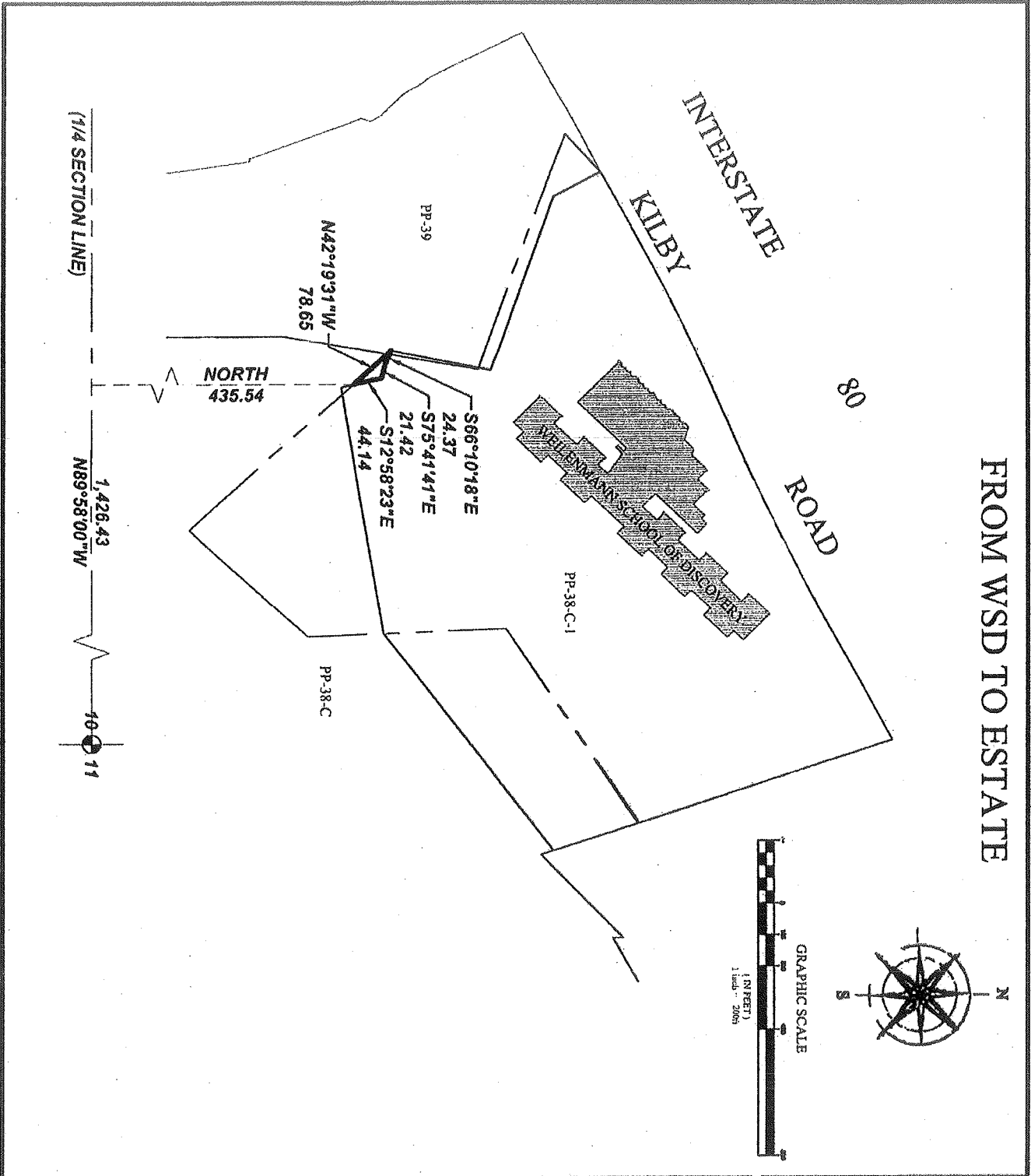
FROM WSD TO ESTATE

A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located N89°58'00"W along the 1/4 Section line 1,426.43 feet and North 435.54 feet from the East 1/4 Corner of Section 10, T1S, R3E, SLB&M; thence N42°19'31"W 78.65 feet; thence S66°10'18"E 24.37 feet; thence S75°41'41"E 21.42 feet; thence S12°58'23"E 44.14 feet to the point of beginning.

Contains: 808 square feet +/-

FROM WSD TO ESTATE



LAND SWAP PARCEL EXHIBIT
NE1/4 OF SECTION 10, T1S, R3E, SLB&M
SUMMIT COUNTY, UTAH

FOCUS
ENGINEERING AND SURVEYING, LLC
32 WEST CENTER STREET
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

Date Created	5/26/2017
Scale	1"=200'
Drawn	BCD
As	14400
Plot	

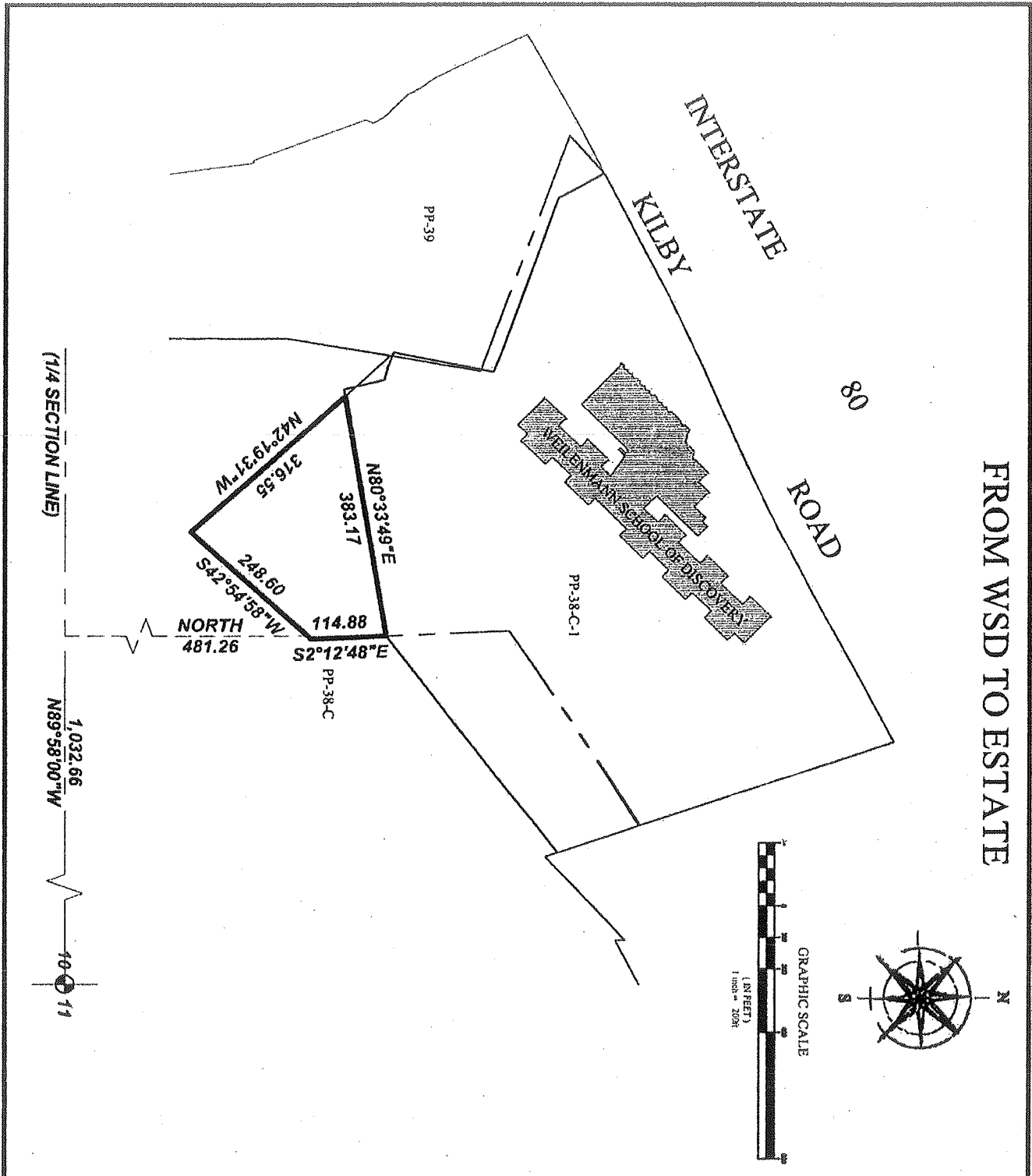
Z:_2014\14-009 Discovery 2016\design 14-009\copy\exhibit\Lot Line Adjustment land swap parcel Exhibit 052817.dwg

FROM WSD TO ESTATE

A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located N89°58'00"W along the 1/4 Section line 1,032.66 feet and North 481.26 feet from the East 1/4 Corner of Section 10, T1S, R3E, SLB&M; thence S02°12'48"E 115.39 feet; thence S42°54'58"W 248.60 feet; thence N42°19'31"W 317.15 feet; thence N80°33'49"E 383.56 feet to the point of beginning.

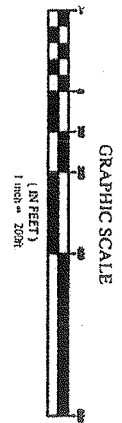
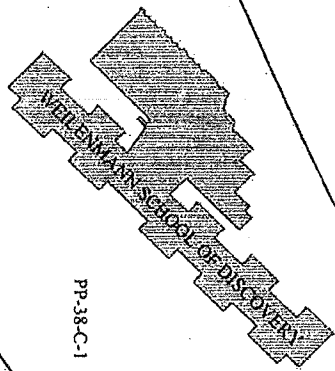
Contains: 61,046 square feet or 1.40 acres+/-



FROM WSD TO ESTATE

80

KILBY INTERSTATE ROAD



(1/4 SECTION LINE)

1,032.66
N89°58'00\"/>

10
11

Plan	52828117
Scale	1"=200'
Book	RCD
Sub	1-489
Page	4 OF 5

LAND SWAP PARCEL EXHIBIT
NE1/4 OF SECTION 10, T1S, R3E, SLB&M
SUMMIT COUNTY, UTAH

FOCUS[®]
ENGINEERING AND SURVEYING, LLC
32 WEST CENTER STREET
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

2014\14-008 Discovery 2014\design\14-008\fig\eshb\14\1st Line Adjustment land swap parcels Exhibit 052817.dwg

EXHIBIT F-2 TO WSD/ESTATE PARTIAL RECONVEYANCES

Description/Map of Added Parcel

See attached boundary description/map.

FROM ESTATE TO WSD

A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located N89°58'00"W along the 1/4 Section line 1,426.43 feet and North 435.54 feet from the East 1/4 Corner of Section 10, T1S, R3E, SLB&M; thence S42°19'31"E 23.45 feet; thence S80°33'49"W 11.51 feet; thence N12°58'23"W 19.73 feet to the point of beginning.

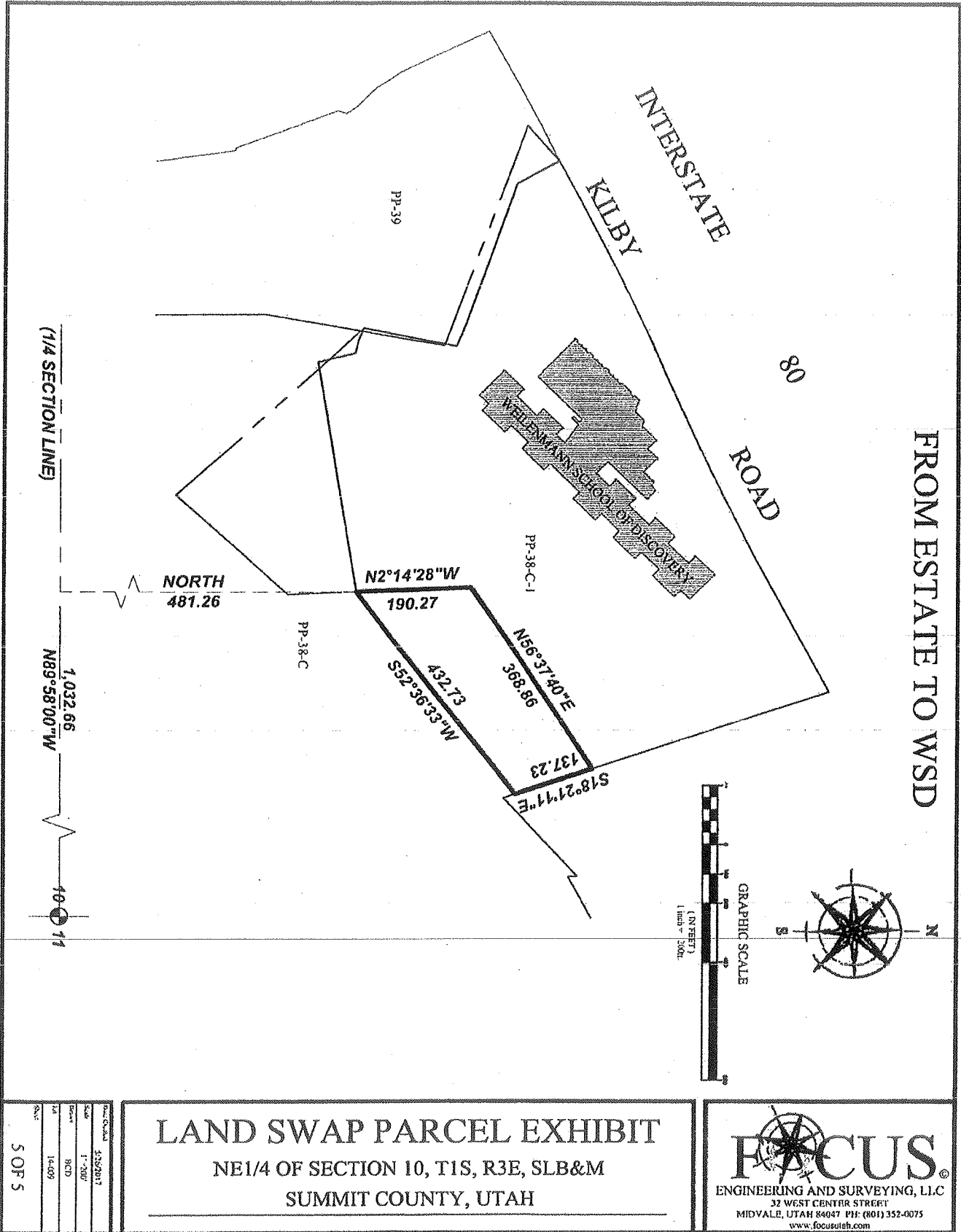
Contains: 113 square feet+/-

FROM ESTATE TO WSD

A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located N89°58'00"W along the 1/4 Section line 1,032.66 feet and North 481.26 feet from the East 1/4 Corner of Section 10, T1S, R3E, SLB&M; thence N02°12'48"W 190.27 feet; thence N56°37'40"E 368.86 feet; thence S18°21'11"E 137.23 feet; thence S52°36'33"W 432.73 feet to the point of beginning.

Contains: 58,105 square feet or 1.33 acres+/-



Project	535/2017
Scale	1"=200'
Client	BKD
Date	11-16-09
Sheet	5 OF 5

LAND SWAP PARCEL EXHIBIT
 NE1/4 OF SECTION 10, T1S, R3E, SLB&M
 SUMMIT COUNTY, UTAH

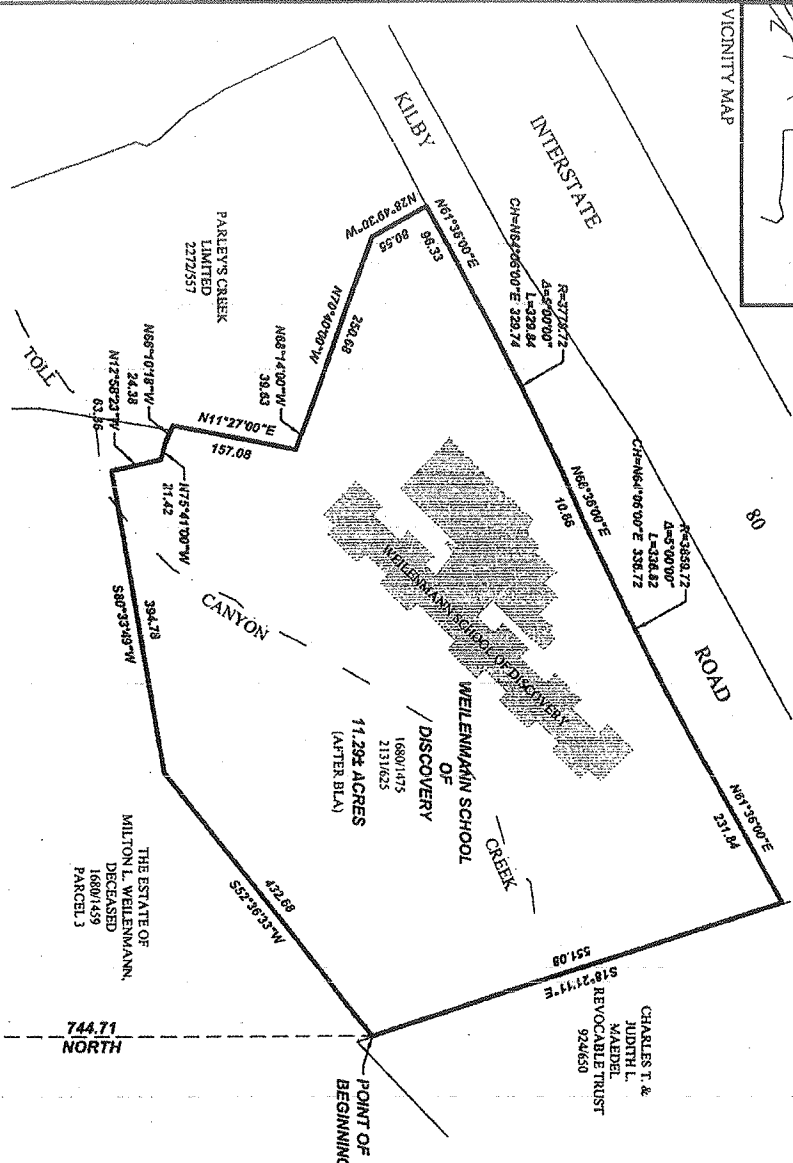
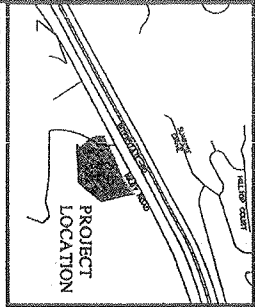
FOCUS
 ENGINEERING AND SURVEYING, L.L.C.
 32 WEST CENTER STREET
 MIDVALE, UTAH 84047 PH: (801) 352-0075
 www.focusutah.com

C:\2014\14-005 Discovery 2014\dwg\14-008\top\sh-15a (Lot Line Adjustment land swap parcels Exhibit 052017.dwg

EXHIBIT F-3 TO WSD/ESTATE PARTIAL RECONVEYANCES

Description/Map of Property Covered by Trust Deed After Giving Effect to Adjustments
Contemplated by this Exhibit F and Exhibit C to Agreement Regarding Discovery Project

See attached boundary description/map.



SURVEYOR'S CERTIFICATE

"I, Dennis P. Carlisle, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 172675 in accordance with Title 36, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have made a Survey of the lands shown on this Plan and that it correctly represents the existing conditions as shown. This Plan does not represent a certification to the title or ownership of the lands shown hereon."

Dennis P. Carlisle
 Date: **5 February 2016**
 Dennis P. Carlisle
 Professional Land Surveyor
 Certificate No. 172675

CENTER 1/4 CORNER OF SECTION 10, T1S, R3E S1/4 S1/4 2" DIA. IRON PIPE

BASIS OF BEARING: N89°58'00"W (SECTION LINE) MEASURED: 2,855.03

EAST 1/4 CORNER OF SECTION 10, T1S, R3E S1/4 S1/4 2" DIA. IRON PIPE

MEASURED: 688.91

NOTES

1) The purpose of this Survey/Exhibit is to graphically depict the legal description provided below. Said description is the proposed "net" results of Boundary Line Agreements and other conveyances to alter the existing property lines in the area in preparation for the development of the Discovery project.

2) The Basis of Bearing for this Survey and the legal description below is N89°58'00"W along the 1/4 Section line between the East 1/4 Corner and the Center 1/4 Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base & Meridian.

LEGAL DESCRIPTION

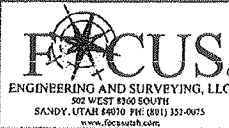
(SCHOOL PROPERTY AFTER BOUNDARY LINE AGREEMENT)

A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the 1/4 Section line 688.91 feet and North 744.71 feet from an iron pipe marking the East 1/4 Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence S12°36'33"W 432.68 feet; thence S80°33'09"W 394.78 feet; thence N12°58'23"W 63.36 feet; thence N175°41'00"W 21.42 feet; thence N66°10'18"W 24.38 feet; thence N11°27'00"E 157.08 feet; thence N68°14'00"W 39.63 feet; thence N70°40'00"W 250.68 feet; thence N28°49'00"W 80.55 feet; thence N61°36'00"E 96.33 feet; thence along the arc of a 3179.72 foot radius curve to the right 529.34 feet through a central angle of 57°00'00" (chord: N64°06'00"E 329.74 feet); thence N66°36'00"E 10.66 feet; thence along the arc of a 3,559.72 foot radius curve to the left 3164.82 feet through a central angle of 9°00'00" (chord: N64°06'00"E 336.72 feet); thence N61°36'00"E 231.84 feet; thence S18°21'11"E 551.08 feet to the point of beginning.

Contains: 11,294 acres



**BOUNDARY EXHIBIT
 WELLMANN SCHOOL OF DISCOVERY
 WASATCH SCHOOL DISTRICT
 SUMMIT COUNTY, UTAH**



DATE	2/5/2016
TIME	17:15
SCALE	1"=100'
NO.	14-000

EXHIBIT G TO AGREEMENT REGARDING DISCOVERY PROJECT

Summary of Parcel Adjustments and Legal Descriptions

[Attached]

**LEGAL DESCRIPTIONS
PREPARED FOR
WEILENMANN SCHOOL OF DISCOVERY
SUMMIT COUNTY, UTAH
(February 5, 2016)**

PARCELS BEING RELEASED BY WSD

PARCEL A

A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the ¼ Section line 1,197.50 feet and North 184.30 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence N42°19'31"W 317.15 feet; thence N80°33'49"E 383.56 feet; thence S2°12'48"E 115.39 feet; thence S42°54'58"W 248.60 feet to the point of beginning.

Contains: 1.41+/- acres

PARCEL B

A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the ¼ Section line 1,426.44 feet and North 435.54 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence N42°19'31"W 70.84 feet; thence N10°00'00"E 3.26 feet; thence S66°10'18"E 18.01 feet; thence S75°41'00"E 21.42 feet; thence S12°58'23"E 44.14 feet to the point of beginning.

Contains: 798+/- s.f.

PARCEL C

A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the ¼ Section line 1,452.02 feet and North 628.85 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence N70°00'00"W 391.83 feet; thence N48°26'49"E 79.94 feet; thence S28°49'30"E 80.55 feet; thence S70°40'00"E 250.68 feet; thence S68°14'00"E 39.63 feet; thence S11°27'00"W 19.17 feet to the point of beginning.

Contains: 9,486+/- s.f.

PARCELS BEING ACQUIRED BY WSD

PARCEL 1

A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the ¼ Section line 688.91 feet and North 744.71 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence S52°36'33"W 432.68 feet; thence N2°12'48"W 189.77 feet; thence N57°00'43"E 368.21 feet; thence S18°21'11"E 134.18 feet to the point of beginning.

Contains: 1.32+/- acres

PARCEL 2

A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the ¼ Section line 1,422.12 feet and North 416.81 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence N12°58'23"W 19.22 feet; thence S42°19'31"E 22.85 feet; thence S80°33'49"W 11.22 feet to the point of beginning.

Contains: 108+/- s.f.

PARCEL 3

A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the ¼ Section line 1,479.40 feet and North 493.67 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence N11°27'00"E 137.91 feet; thence S70°00'00"E 2.74 feet; thence S10°00'00"W 138.91 feet; thence N66°10'18"W 6.38 feet to the point of beginning.

Contains: 617+/- s.f.

WSD PROPERTY AFTER BOUNDARY LINE AGREEMENT

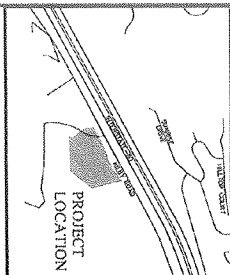
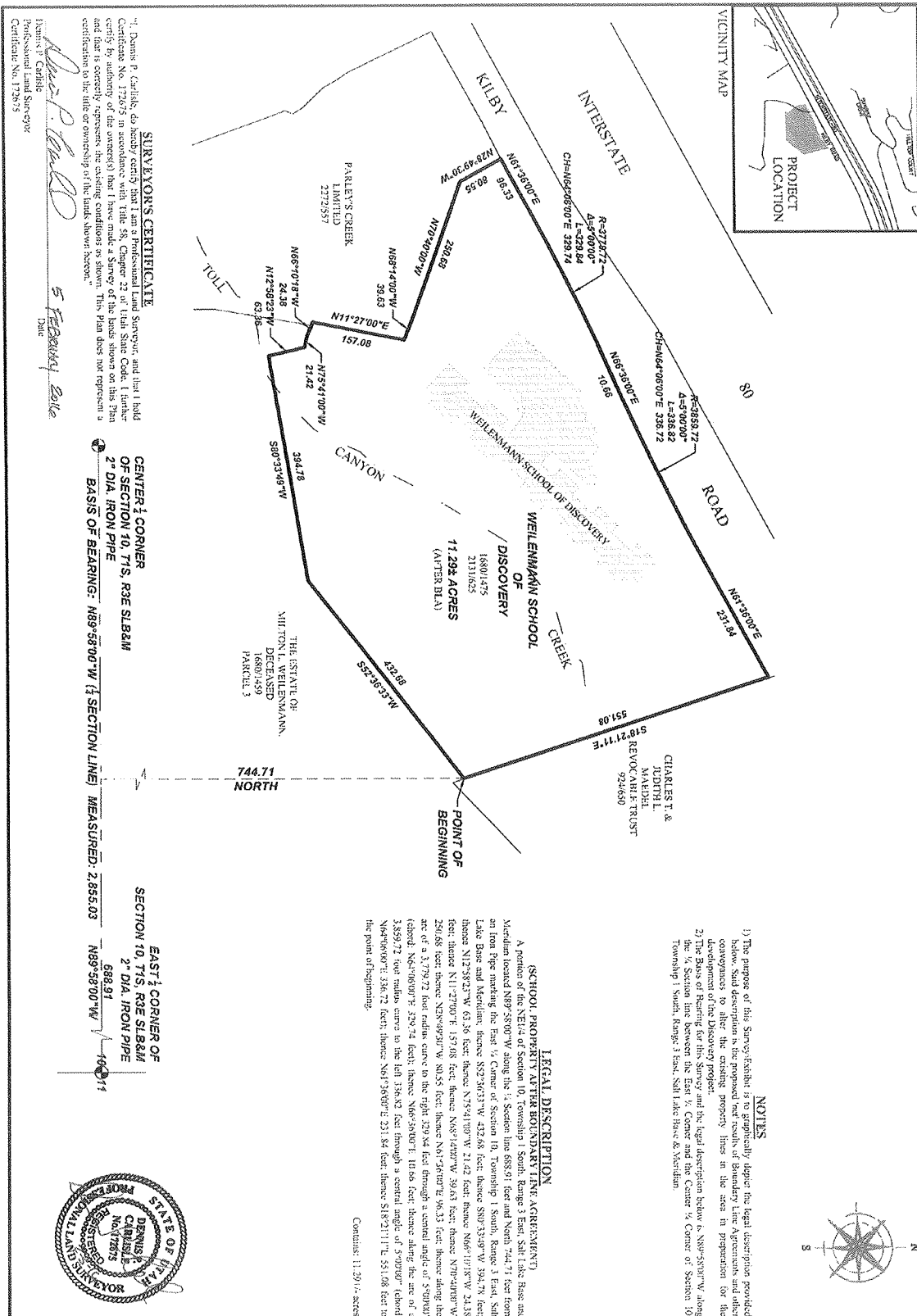
A portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the ¼ Section line 688.91 feet and North 744.71 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence S52°36'33"W 432.68 feet; thence S80°33'49"W 394.78 feet; thence N12°58'23"W 63.36 feet; thence N75°41'00"W 21.42 feet; thence N66°10'18"W 24.38 feet; thence N11°27'00"E 157.08 feet; thence N68°14'00"W 39.63 feet; thence N70°40'00"W 250.68 feet; thence N28°49'30"W 80.55 feet; thence N61°36'00"E 96.33 feet; thence along the arc of a 3,779.72 foot radius curve to the right 329.84 feet through a central angle of 5°00'00" (chord: N64°06'00"E 329.74 feet); thence N66°36'00"E 10.66 feet; thence along the arc of a 3,859.72 foot radius curve to the left 336.82 feet through a central angle of 5°00'00" (chord: N64°06'00"E 336.72 feet); thence N61°36'00"E 231.84 feet; thence S18°21'11"E 551.08 feet to the point of beginning.

Contains: 11.29+/- acres

EXHIBIT H TO AGREEMENT REGARDING DISCOVERY PROJECT

Map Showing Adjusted Boundary Lines of School Parcel

[Attached]



SURVEYOR'S CERTIFICATE
 I, Dennis P. Carlisle, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 172675 in accordance with Title 58, Chapter 23 of Utah State Code. I further certify by authority of the surveyor(s) that I have made a Survey of the lands shown on this plan and that it correctly represents the existing conditions to show. This plan does not represent a certification to the title or ownership of the lands shown hereon.

Dennis P. Carlisle
 5 FEBRUARY 2016
 Date

Professional Land Surveyor
 Certificate No. 172675

CENTER 1/4 CORNER OF SECTION 10, T1S, R3E S1/4B1M
2" DIA. IRON PIPE
BASIS OF BEARING: N89°58'00" W 1/4 SECTION LINE MEASURED: 2,855.03

EAST 1/4 CORNER OF SECTION 10, T1S, R3E S1/4B1M
2" DIA. IRON PIPE
682.91
N89°58'00" W

LEGAL DESCRIPTION
(SCHOOL PROPERTY WITH BOUNDARY LINE AGREEMENT)
 A portion of the NE 1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00" W along the 1/4 Section line 888.91 feet and North 264.71 feet from an Iron Pipe marking the East 1/4 Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian, hence N82°36'53" W 422.06 feet thence S89°53'49" W 394.78 feet, thence N12°58'45" W 63.58 feet, thence N88°12'49" W 214.2 feet thence N89°19'18" W 24.38 feet, thence N1°27'00" E 157.08 feet, thence N88°12'49" W 394.63 feet thence N89°58'00" W 250.68 feet thence N38°49'20" W 80.55 feet, thence N88°12'49" W 96.33 feet, thence along the arc of a 3,779.72 foot radius curve to the right 329.84 feet through a central angle of 52°00'00" (chord N86°10'00" E 329.74 feet), thence N86°30'00" E 101.66 feet, thence along the arc of a 3,859.72 foot radius curve to the left 136.82 feet through a central angle of 5°00'00" (chord N86°10'00" E 329.74 feet), thence N81°36'00" E 231.84 feet thence S18°21'11" E 591.08 feet to the point of beginning.

Contains: 11.291 +/- acres

NOTES
 1) The purpose of this Survey Exhibit is to graphically depict the legal description provided below. Said description is the proposed net results of Boundary Line Agreements and other conveyances to alter the existing property lines in the area in preparation for the development of the Discovery project.
 2) The Basis of Bearing for this Survey and the legal description below is N89°58'00" W along the 1/4 Section line between the East 1/4 Corner and the Center 1/4 Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base & Meridian.



**BOUNDARY EXHIBIT
 WEILENMANN SCHOOL OF DISCOVERY
 WASATCH SCHOOL DISTRICT
 SUMMIT COUNTY, UTAH**

FOCUS
 ENGINEERING AND SURVEYING, LLC
 1155 S. 2000 WEST
 SANDY, UTAH 84070-7015 (509) 317-0035
 ANY RECORDS ARE

Scale: 1" = 100'
 Date: 11/20/15

EXHIBIT I

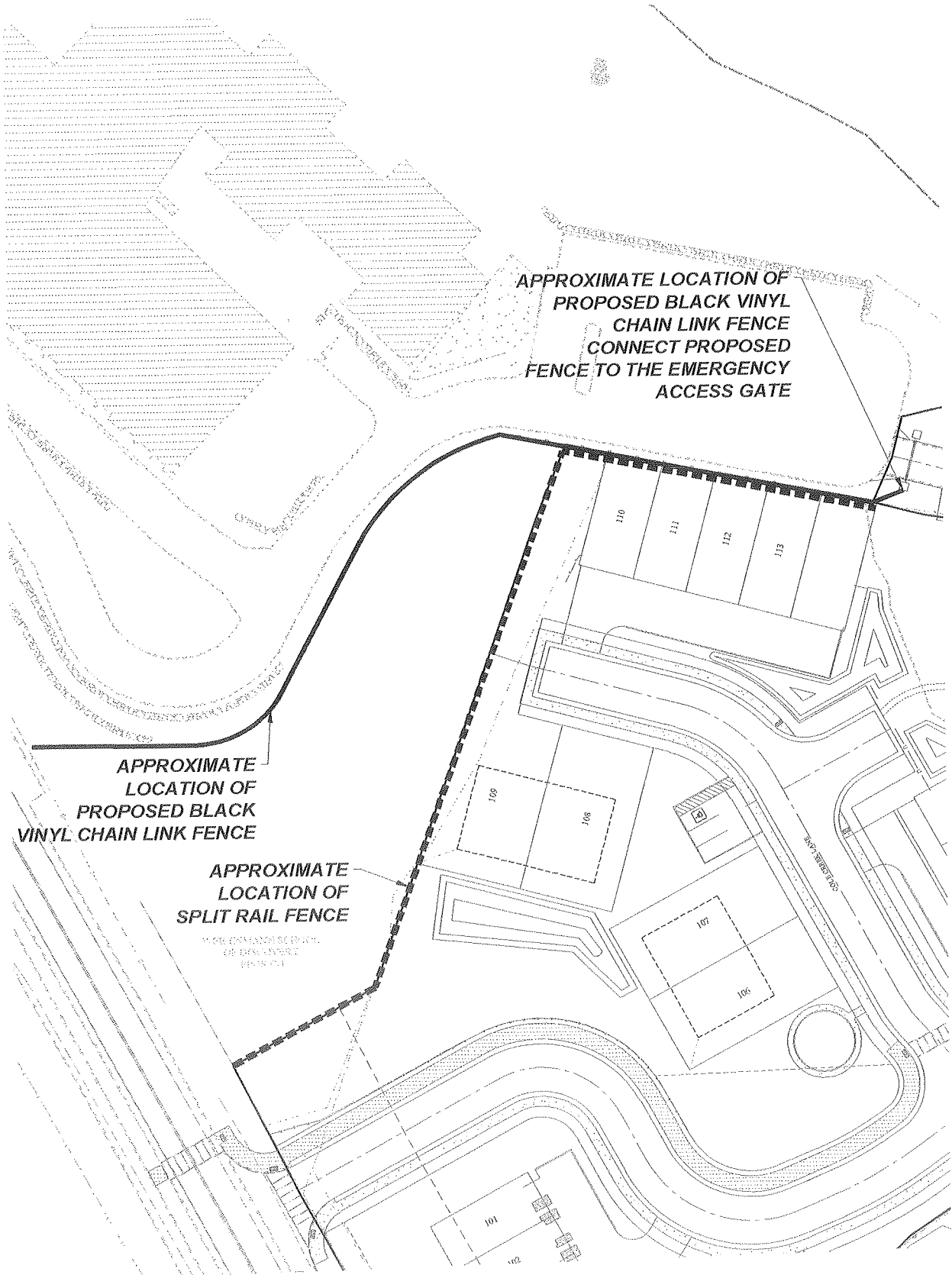


EXHIBIT J

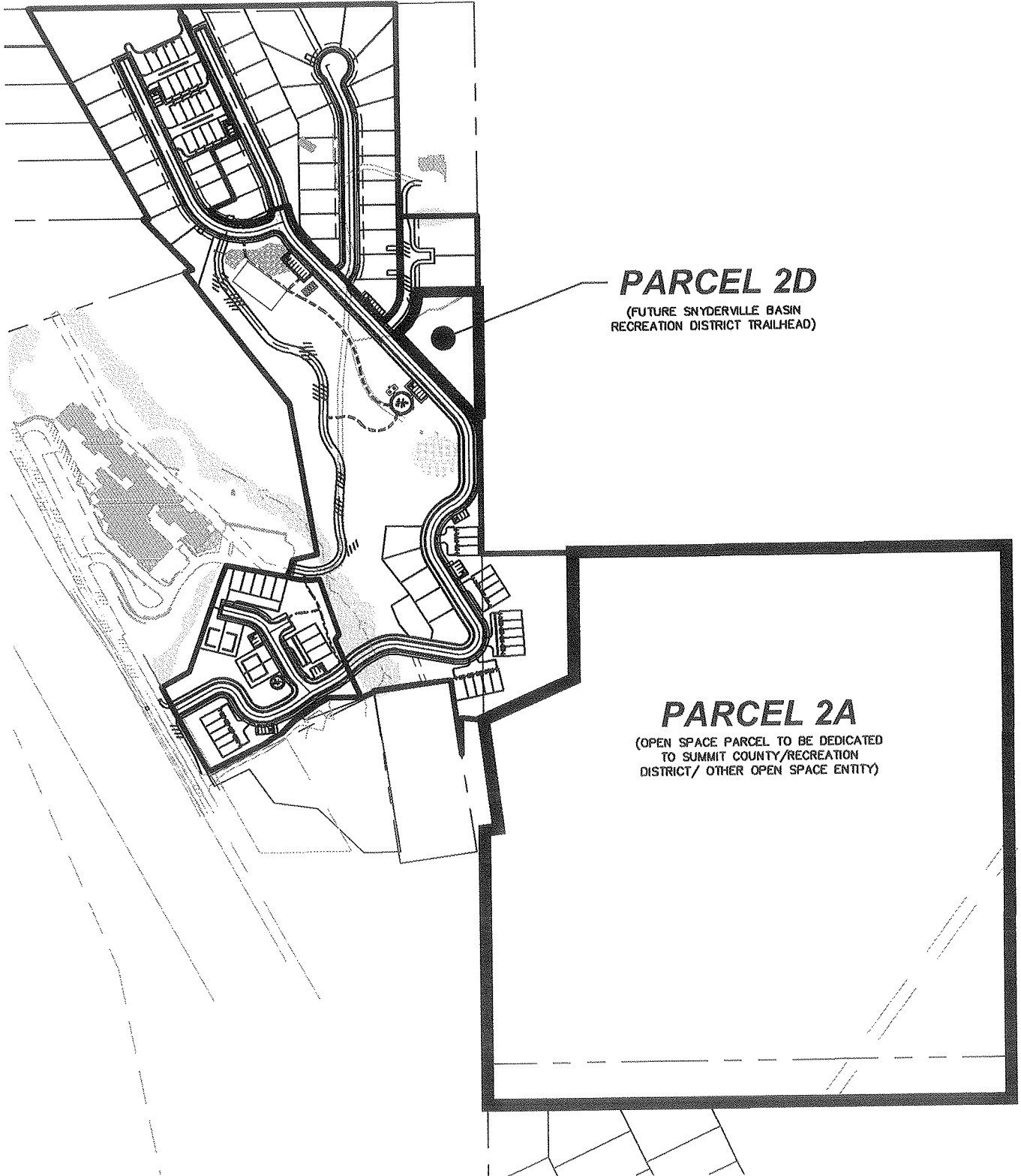


EXHIBIT K TO AGREEMENT REGARDING DISCOVERY PROJECT

Form of WSD Letter of Cooperation



tel 435-575-5411 | fax 435-575-5412 | 4199 Kilby Road | Park City, UT 84098 | info@wsdpc.org

February 17, 2017

To Whom It May Concern:

I confirm by this letter that the Weilenmann School of Discovery ("WSD") understands that, by the pending agreement between WSD and the Developer of Discovery Core, the Developer has agreed to support the educational experience of WSD's students by providing pedestrian access to the public trailhead of the Discovery Dedicated Open Space for WSD personnel, students, and parents.

WSD also acknowledges that Parties to the agreement understand that WSD personnel, students, parents, and guests desire to use the Discovery Dedicated Open Space as a natural, outdoor classroom space appropriate to a location within the Discovery Dedicated Open Space. Parties to the agreement understand that WSD personnel, students, parents, and guests will gain access to and use this space as referenced in Exhibit I to the agreement.

While WSD anticipates any outdoor classroom to be a natural-setting space, if permits are necessary for such an open-space classroom, WSD would seek any necessary permits related to design, placement of logs, or construction after the recording of the plat and would work with the County on any such project after appropriate approvals.

Please feel free to contact me about any matters related to this agreement.

Sincerely,

Cynthia K. Phillips
Executive Director
cindyphillips@wsdpc.org

EXHIBIT L TO AGREEMENT REGARDING DISCOVERY PROJECT

New Primary Access Road

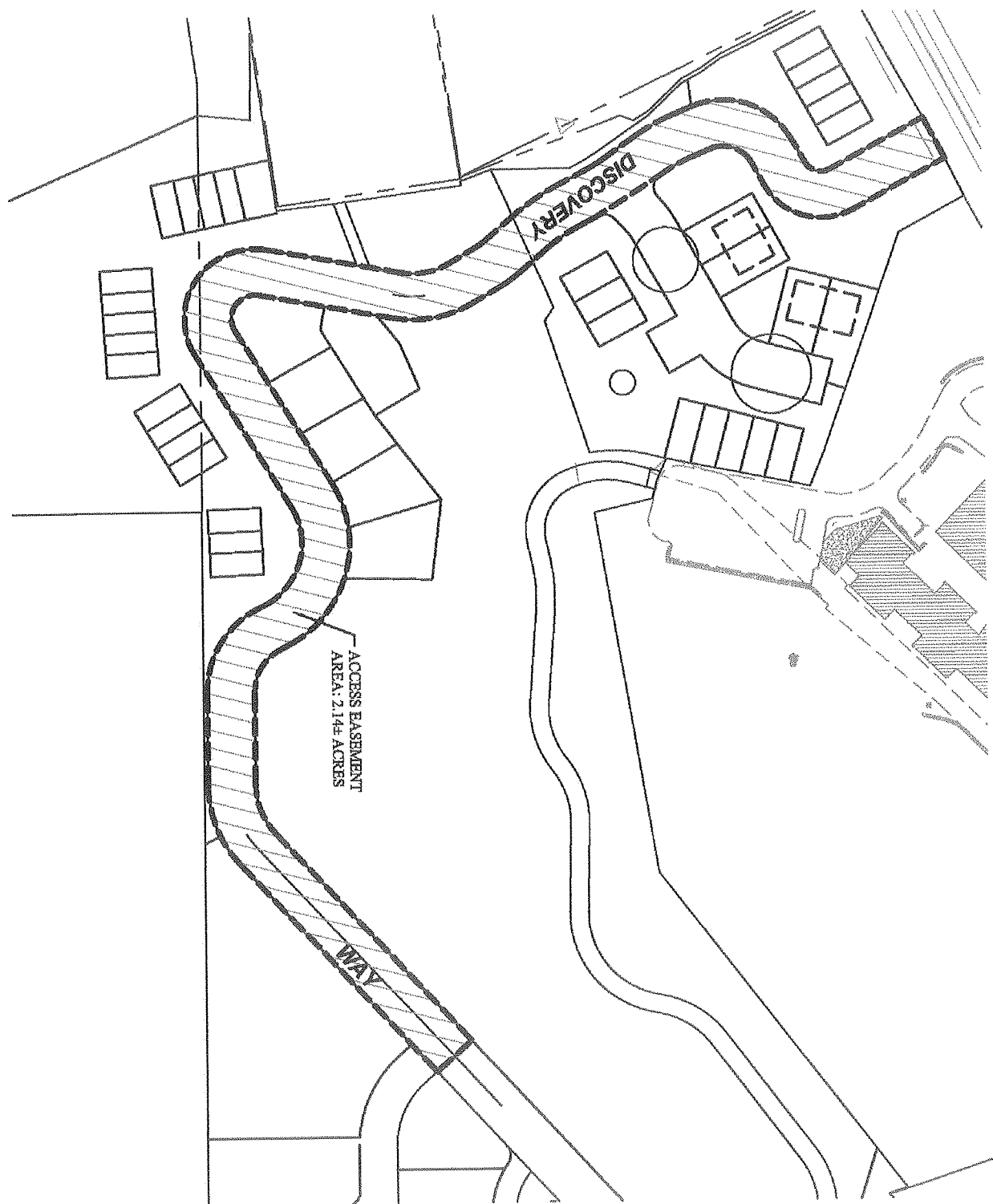


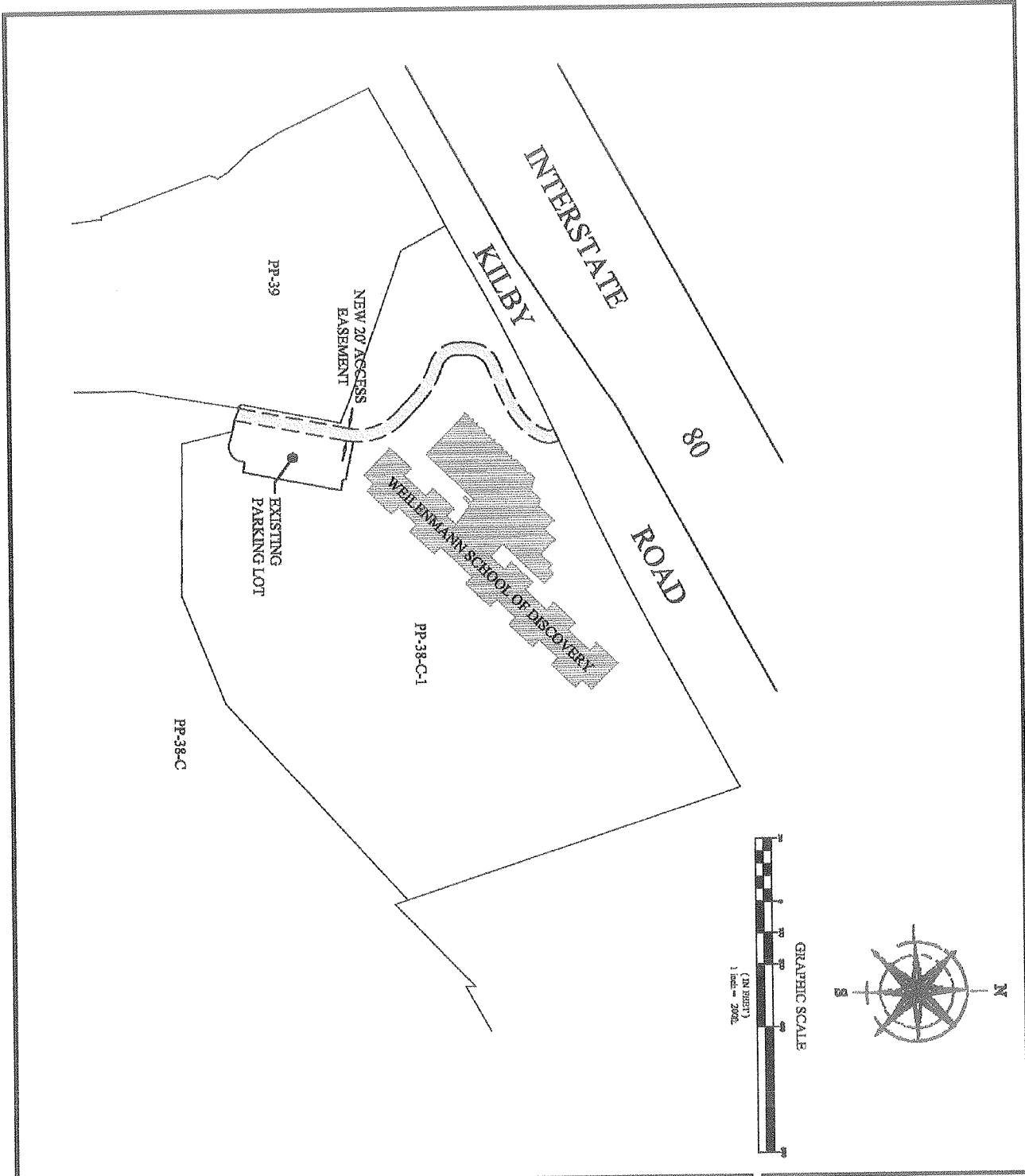
EXHIBIT M TO AGREEMENT REGARDING DISCOVERY PROJECT

Adjusted Easement Legal Description and Map

Adjusted Easement Description

A 20.00 wide access easement in the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian located N89°58'00"W along the ¼ Section line 1,451.87 feet and North 482.50 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence N75°41'00"W 5.39 feet; thence N66°10'18"W 15.34 feet; thence N6°39'40"E 27.75 feet; thence N11°14'00"E 145.60 feet; thence along the arc of a 79.00 foot radius curve to the left 79.97 feet through a central angle of 58°00'00" (chord: N17°46'00"W 76.60 feet); thence N46°46'00"W 35.00 feet; thence along the arc of a 140.00 foot radius curve to the left 62.31 feet through a central angle of 25°30'00" (chord: N59°31'00"W 61.80 feet) to a point of reverse curvature; thence along the arc of a 47.00 foot radius curve to the right 53.32 feet through a central angle of 65°00'00" (chord: N39°46'00"W 50.51 feet) to a point of compound curvature; thence along the arc of a 100.00 foot radius curve to the right 33.16 feet through a central angle of 19°00'00" (chord: N2°14'00"E 33.01 feet) to a point of compound curvature; thence along the arc of a 48.00 foot radius curve to the right 46.50 feet through a central angle of 55°30'00" (chord: N39°29'00"E 44.70 feet); thence N67°14'00"E 52.00 feet; thence along the arc of a 190.00 foot radius curve to the left 39.79 feet through a central angle of 12°00'00" (chord: N61°14'00"E 39.72 feet) to a point of compound curvature; thence along the arc of an 80.00 foot radius curve to the left 44.68 feet through a central angle of 32°00'00" (chord: N39°14'00"E 44.10 feet) to a point of compound curvature; thence along the arc of a 15.00 foot radius curve to the left 12.93 feet through a central angle of 49°23'04" (chord: N1°27'32"W 12.53 feet); thence N26°09'04"W 0.51 feet to the south line of Kilby Road defined as the northerly line of that Real Property described in Deed Book 2131 Page 625 of the Official Records of Summit County; thence Northeasterly along the arc of a 3,779.72 foot non-tangent curve (radius bears: S24°18'49"E) 20.01 feet through a central angle of 0°18'12" (chord: N65°50'17"E 20.01 feet); thence Southeasterly along the arc of a 35.00 foot radius non-tangent curve (radius bears: S64°08'58"W) 29.98 feet through a central angle of 49°05'02" (chord: S1°18'31"E 29.08 feet) to a point of compound curvature; thence along the arc of a 100.00 foot radius curve to the right 55.85 feet through a central angle of 32°00'00" (chord: S39°14'00"W 55.13 feet) to a point of compound curvature; thence along the arc of a 210.00 foot radius curve to the right 43.98 feet through a central angle of 12°00'00" (chord: S61°14'00"W 43.90 feet); thence S67°14'00"W 52.00 feet; thence along the arc of a 28.00 foot radius curve to the left 27.12 feet through a central angle of 55°30'00" (chord: S39°29'00"W 26.07 feet) to a point of compound curvature; thence along the arc of an 80.00 foot radius curve the left 26.53 feet through a central angle of 19°00'00" (chord: S2°14'00"W 26.41 feet) to a point of compound curvature; thence along the arc of a 27.00 foot radius curve to the left 30.63 feet through a central angle of 65°00'00" (chord: S39°46'00"E 29.01 feet) to a point of reverse curvature; thence along the arc of a 160.00 foot radius curve to the right 71.21 feet through a central angle of 25°30'00" (chord: S59°31'00"E 70.62 feet); thence S46°46'00"E 35.00 feet; thence along the arc of a 99.00 foot radius curve to the right 100.22 feet through a central angle of 58°00'00" (chord: S17°46'00"E 95.99 feet); thence S11°14'00"W 144.80 feet; thence S6°39'40"W 32.19 feet to the point of beginning.

Contains: 12,837+/- s.f.



DATE	11/19/2014
SCALE	1"=200'
OWNER	BP
DATE	11-09
PROJECT	

ACCESS EASEMENT EXHIBIT
 NE1/4 OF SECTION 10, T1S, R3E, SLB&M
 SUMMIT COUNTY, UTAH

FOCUS
 ENGINEERING AND SURVEYING, LLC
 32 WEST CENTER STREET
 MIDVALE, UTAH 84047 PH: (801) 352-0075
 www.focusutah.com

C:\Users\j\Documents\2014\Design\14-008\14-008_Visuals\Lot Area Adjustment Exhibit P 111617.dwg

EXHIBIT N TO AGREEMENT REGARDING DISCOVERY PROJECT

Emergency and Pedestrian Access Easement

**LEGAL DESCRIPTION
PREPARED FOR
DISCOVERY SUBDIVISION
SUMMIT COUNTY, UTAH
(Revised: February 6, 2017)**

EMERGENCY and PEDESTRIAN ACCESS EASEMENT

A 20.00 foot wide access easement across a portion of the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows:

Beginning at a point located N89°58'00"W along the ¼ Section line 1,465.50 feet and North 487.53 feet from an Iron Pipe marking the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence S66°10'18"E 9.18 feet; thence S75°41'00"E 10.94 feet; thence S14°32'56"W 29.58 feet; thence along the arc of a 90.00 foot radius curve to the left 61.89 feet through a central angle of 39°24'11" (chord: S5°09'10"E 60.68 feet) to a point of compound curvature; thence along the arc of a 50.00 foot radius curve to the left 67.98 feet through a central angle of 77°54'14" (chord: S63°48'22"E 62.87 feet); thence N77°14'31"E 17.63 feet; thence along the arc of a 210.00 foot radius curve to the right 62.82 feet through a central angle of 17°08'25" (chord: N85°48'44"E 62.59 feet); thence S85°37'04"E 93.99 feet; thence along the arc of a 90.00 foot radius curve to the left 66.52 feet through a central angle of 42°20'51" (chord: N73°12'31"E 65.02 feet) to a point of reverse curvature; thence along the arc of a 110.00 foot radius curve to the right 74.91 feet through a central angle of 39°00'58" (chord: N71°32'34"E 73.47 feet); thence S88°56'57"E 95.72 feet; thence along the arc of a 90.00 foot radius curve to the left 125.09 feet through a central angle of 79°38'03" (chord: N51°14'02"E 115.26 feet); thence N11°25'00"E 7.21 feet; thence along the arc of a 110.00 foot radius curve to the right 79.81 feet through a central angle of 41°34'14" (chord: N32°12'07"E 78.07 feet); thence N52°59'14"E 157.39 feet; thence along the arc of a 110.00 foot radius curve to the right 108.54 feet through a central angle of 56°32'17" (chord: N81°15'23"E 104.20 feet); thence S70°28'29"E 28.05 feet; thence Southwesterly along the arc of a 175.00 foot radius non-tangent curve (radius bears: S70°08'38"E) to the left 20.04 feet through a central angle of 6°33'37" (chord: S16°34'33"W 20.03 feet); thence N70°28'29"W 29.08 feet; thence along the arc of a 90.00 foot radius curve to the left 88.81 feet through a central angle of 56°32'17" (chord: S81°15'23"W 85.25 feet); thence S52°59'14"W 157.39 feet; thence along the arc of a 90.00 foot radius curve to the left 65.30 feet through a central angle of 41°34'14" (chord: S32°12'07"W 63.88 feet); thence S11°25'00"W 7.21 feet; thence along the arc of a 110.00 foot radius curve to the right 152.89 feet through a central angle of 79°38'03" (chord: S51°14'02"W 140.88 feet); thence N88°56'57"W 95.72 feet; thence along the arc of a 90.00 foot radius curve to the left 61.29 feet through a central angle of 39°00'58" (chord: S71°32'34"W 60.11 feet) to a point of reverse curvature; thence along the arc of a 110.00 foot radius curve to the right 81.30 feet through a central angle of 42°20'51" (chord: S73°12'30"W 79.46 feet); thence N85°37'04"W 93.99 feet; thence along the arc of a 190.00 foot radius curve to the left 56.84 feet through a central angle of 17°08'25" (chord: S85°48'44"W 56.63 feet); thence S77°14'31"W 17.63 feet; thence along the arc of a 70.00 foot radius curve to the right 95.18 feet through a central angle of 77°54'14" (chord: N63°48'22"W 88.01 feet) to a point of compound curvature; thence along the arc of a 110.00 foot radius curve to the right 75.65 feet through a central angle of 39°24'11" (chord: N5°09'10"W 74.17 feet); thence N14°32'56"E 31.02 feet to the point of beginning.

Contains: 0.50+/- acres

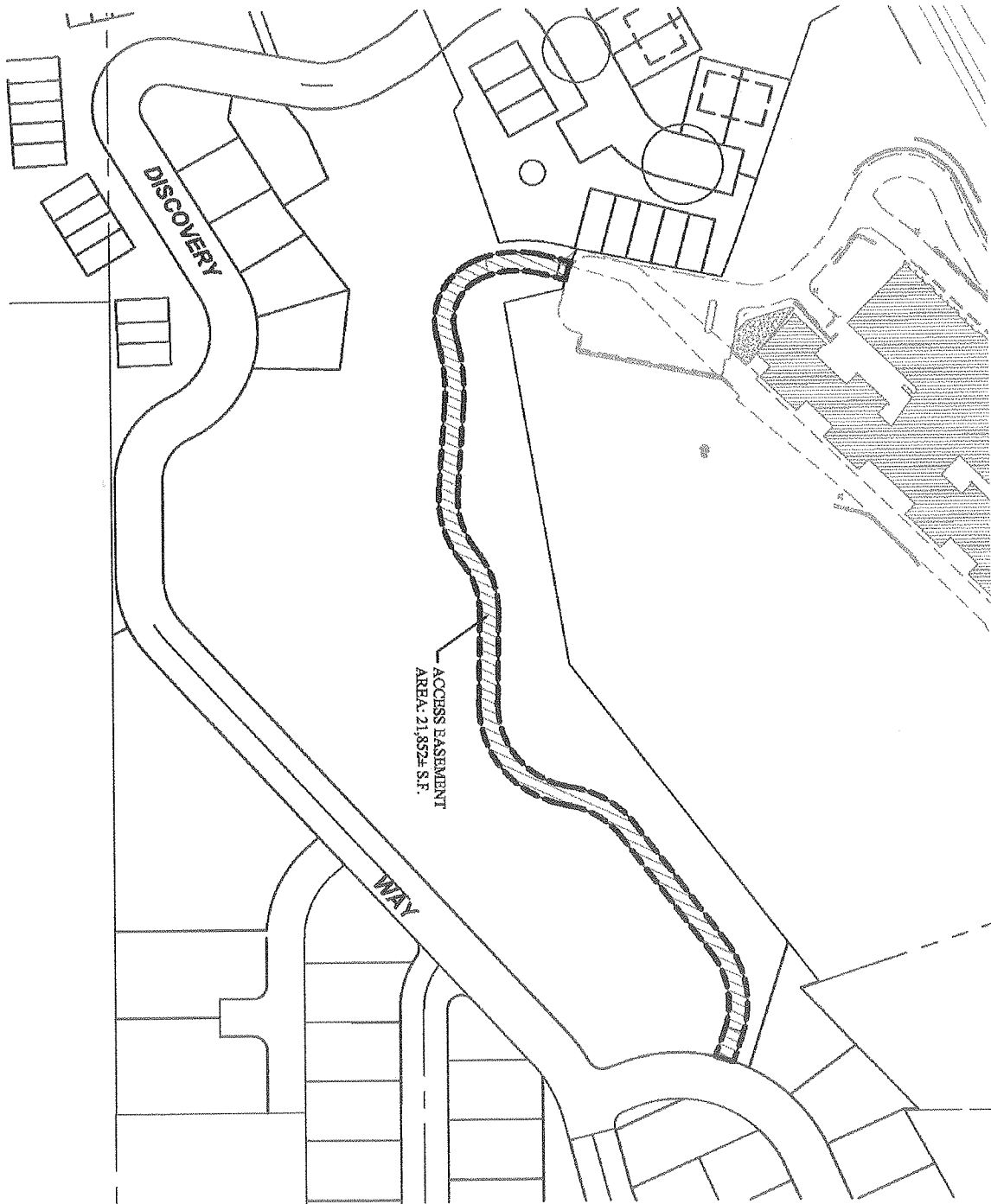


EXHIBIT O TO AGREEMENT REGARDING DISCOVERY PROJECT

Shared Driveway Access Easement

LEGAL DESCRIPTIONS
PREPARED FOR
DISCOVERY SUBDIVISION
SUMMIT COUNTY, UTAH
(February 10, 2017)

ACCESS EASEMENT

An access easement located in the NE1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake Base & Meridian, Summit County, State of Utah, more particularly described as follows:

Beginning at a point located N89°58'00"W along the ¼ Section line 552.19 feet and N0°02'00"E 160.00 feet from the East ¼ Corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence N89°58'00"W 68.13 feet; thence along the arc of a 15.00 foot radius curve to the left 23.56 feet through a central angle of 90°00'00" (chord: S45°01'57"W 21.21 feet); thence S0°02'00"W 35.00 feet; thence N89°58'00"W 39.99 feet; thence N0°01'20"W 35.87 feet; thence along the arc of a 15.00 foot radius curve to the left 22.69 feet through a central angle of 86°41'06" (chord: N46°37'24"W 20.59 feet); thence N89°58'00"W 50.66 feet; thence along the arc of a 130.00 foot radius curve to the right 108.42 feet through a central angle of 47°46'58" (chord: N66°04'31"W 105.30 feet); thence N42°11'02"W 17.94 feet; thence N47°48'58"E 40.00 feet; thence S42°11'02"E 17.94 feet; thence along the arc of a 90.00 foot radius curve to the left 75.06 feet through a central angle of 47°46'58" (chord: S66°04'31"E 72.90 feet); thence S89°58'00"E 188.79 feet; thence S0°02'00"W 40.00 feet to the point of beginning.

Contains: 14,030± s.f.

