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Alan Spriggs, Summit County Utah Recorder

06/06/2012 01:31:04 PM Fee \$20.00

By FOUNDERS TITLE COMPANY - SYRACUSE

Electronically Recorded

**When Recorded, Return To:**

Kirton McConkie  
Attn: Joel Wright  
518 West 800 North, Suite 204  
Orem, Utah 84057

Tax Parcel No. PP-38-C-1

**S-12138**

(Space above for Recorder's use only)

**SPECIAL WARRANTY DEED**

FOR THE SUM OF TEN DOLLARS and other good and valuable consideration received, WEILENMANN DEVELOPMENT PARTNERS, L.L.C., a Utah limited liability company ("Grantor"), whose address is 940 North 1250 West, Centerville, Utah 84014, hereby conveys and warrants, against all claiming by, through, or under Grantor, to WEILENMANN SCHOOL OF DISCOVERY, a Utah non-profit corporation ("Grantee"), whose address for mailing purposes is 4199 West Kilby Road, Park City, Utah 84098, the following described property situated in Weber County, Utah, to wit:

See Exhibit A annexed hereto and incorporated herein by this reference (the "Property");

TOGETHER WITH all and singular the easements, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining to the Property, including, but not limited to, all: (i) buildings, structures, fixtures, signs, and other improvements and landscaping of every kind and nature presently situated on, in, under or about the Property; (ii) water and water rights of any and every kind, including, but not limited to, all wells, well rights, ditches, ditch rights, and stock in water used on the Property or appurtenant thereto; and (iii) all mineral and subsurface rights of any and every kind.

SUBJECT ONLY TO those certain exceptions and encumbrances specifically listed on Exhibit B annexed hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this 5<sup>th</sup> day of June, 2012.

Grantor:

WEILENMANN DEVELOPMENT PARTNERS,  
L.L.C.,  
a Utah limited liability company

By:

Name: Blake G Davis

Its: Manager

[notary acknowledgement on following page.]

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

On this 5th day of June, 2012, personally appeared before me Barbara Barney, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she is the Manager of WEILENMANN DEVELOPMENT PARTNERS, L.L.C., a Utah limited liability company, and acknowledged to me that said company executed the same.

Barbara Barney  
Notary Public



**EXHIBIT A**

to Special Warranty Deed

(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 3779.72 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 B**

to Special Warranty Deed

(Exceptions and Encumbrances)

1. Taxes for the year 2012 are now a lien, but not yet due. All 2012 taxes will be prorated as of the date of closing. Tax ID No. PP-38-C-1. (2011 taxes were paid in the full amount of \$66,490.73.) Taxing District No. 10.
2. Said property is included within the boundaries of Park City, Park City School District, Weber Basin Water Conservancy District, Snyderville Basin Water Reclamation District, Park City Fire Protection District, Summit County Special District No. 7, Park City-Snyderville Basin Recreation Service District, Summit County Service District No. 1, Mountain Regional Water Special Service District, and Snyderville Basin Public Transit District, and is subject to the charges and assessments thereof. As of the date of the recordation of this Special Warranty Deed, all charges are currently paid and no charges or assessments are currently a lien against the Property.
3. EASEMENT AND CONDITIONS CONTAINED THEREIN:  

Grantee:	AMERICAN TELEPHONE AND TELEGRAPH COMPANY
Purpose:	A right of way and the right to construct, operate and maintain lines of telephone and telegraph, consisting of such poles, wires, cables, conduits, guys, anchors and other fixtures and appurtenances as the Grantee may from time to time require, and incidental purposes.
Recorded:	May 2, 1941
Entry No.:	28236
Book/Page:	W of Misc./426
4. Reservations, including an easement for a pipeline, concerning the Harold & Debenham Spring Diligence Claim No. 320, as contained in that certain Warranty Deed recorded January 8, 1963, as Entry No. 96368, in Book X of Warranty Deeds, at Page 118.
5. The terms and conditions, including lien rights, of that certain Contract for Sale and Use of Untreated Water, by and between Weber Basin Water Conservancy District and Milton L. Weilenmann recorded January 16, 1967, as Entry No. 104569, in Book M9, at Page 337.
6. The recital(s) contained in that certain Warranty Deed recorded March 15, 1971, as Entry No. 112799, in Book M30, at Page 221. Said Document reading in part as follows:

To enable the Grantee to construct and maintain a public highway as a Freeway, as contemplated by Title 27, Chapter 12, Section 96, Utah Code Annotated, 1953, as amended, said highway to consist of inner through traffic lanes and adjacent

frontage road, Grantor hereby release and relinquish to the Grantee, any and all rights of easements appurtenant to the Grantors remaining property by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from the Grantors remaining property contiguous to the lands hereby conveyed to or from said inner lanes; provided, however that such remaining property of the Grantor shall abut upon and have access to said frontage road which will be connected with said inner through traffic lanes on at such points as may be established by public authority.

7. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantee: MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY  
Location: An underground right of way easement, which affects a two foot easement abutting Utah State Highway Frontage Road through the Southeast quarter of the Northeast quarter of Section 10, Township 1 South, Range 3 East, Salt Lake Meridian.  
Purpose: To construct, operate, and maintain such underground communication line facilities as Grantee may, from time to time, require and, and incidental purposes.  
Recorded: January 19, 1972  
Entry No.: 115036  
Book/Page: M36/119

8. The recital(s) contained in that certain Warranty Deed (controlled access) recorded July 25, 1972, as Entry No. 116412, in Book M39, at Page 586. Said Document reading in part as follows:

To enable the Grantee to construct and maintain a public highway as a Freeway, as contemplated by Title 27, Chapter 12, Section 96, Utah Code Annotated, 1953, as amended; said highway to consist of inner through traffic lanes and adjacent frontage road, Grantor hereby release and relinquish to the Grantee, any and all rights of easements appurtenant to the Grantors remaining property by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from the Grantors remaining property contiguous to the lands hereby conveyed to or from said inner lanes; provided, however that such remaining property of the Grantor shall abut upon and have access to said frontage road which will be connected with said inner through traffic lanes on at such points as may be established by public authority.

9. The terms and conditions, including lien rights, of that certain Contract for Sale and Use of Untreated Water, by and between Weber Basin Water Conservancy District and Milton L. Weitenmann recorded March 11, 1980, as Entry No. 164753, in Book M153, at Page 771.

10. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantee: SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT  
Purpose: Construct and maintenance of a sewer line, and incidental purposes.  
Recorded: May 22, 1983  
Entry No.: 179738  
Book/Page: M187750

11. The terms and conditions, including lien rights, of that certain Contract for Sale and Use of Untreated Water, by and between Weber Basin Water Conservancy District and Milton L. Weilenmann recorded April 14, 1983, as Entry No. 204482, in Book 257, at Page 212.

12. Terms and conditions contained in that certain Right of Way Easement Agreement dated January 4, 2010, recorded January 11, 2010, as Entry No. 889970, in Book 2016, at Page 1859.

13. EASEMENT AND CONDITIONS CONTAINED THEREIN

Grantee: PACIFICORP, AN OREGON CORPORATION DBA ROCKY MOUNTAIN POWER  
Recorded: May 13, 2010  
Entry No.: 898430  
Book/Page: 2031/1724

14. Any and all outstanding oil and gas, mining and mineral rights, etc., together with the right of the proprietor of a vein or lode to extract his ore therefrom should the same be found to penetrate or intersect the premises, and the right of ingress and egress for the use of said rights.

15. Grant of Easement and Access Easement for Construction and Maintenance of Wastewater Collection and Transportation Pipeline(s) and Appurtenances recorded December 24, 2009, as Entry No. 889049, in Book 2015, at Page 560.