

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Mountain America Federal Credit Union
Attn: Steve Call
7181 South Campus View Drive
West Jordan, Utah 84084

Affects Tax Serial No. OHE-1247-0-005-045


SPECIAL WARRANTY DEED

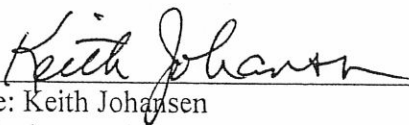
BOARD OF EDUCATION OF WASATCH COUNTY SCHOOL DISTRICT, a body corporate and politic of the State of Utah, with an address of 101 East 200 North, Heber City, Utah 84032 ("Grantor"), hereby conveys and warrants against all who claim by, through, or under Grantor to MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation, with an address of 7181 South Campus View Drive, West Jordan, Utah ("Grantee"), for the sum of Ten Dollars (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that certain real property located in Wasatch County, Utah together with all improvements located thereon as more particularly described in Exhibit "A" attached hereto (the "Property"), together with all the appurtenances, rights, and privileges belonging to the Property, subject to real property taxes for the year 2014 and thereafter and all other encumbrances of record.

Witness the hand of Grantor this 24TH day of June, 2014.

GRANTOR:

BOARD OF EDUCATION OF WASATCH COUNTY
SCHOOL DISTRICT, a body corporate and politic of the
State of Utah

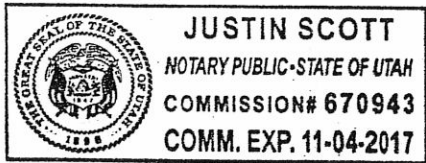
By: 
Name: Blair Baird
Its: Board President
Date: 06/24/2014

By: 
Name: Keith Johansen
Its: Business Administrator
Date: 6/24/14

ACKNOWLEDGMENT

STATE OF UTAH)
 : SS.
COUNTY OF WASATCH)

On this 24th day of June, 2014, before me personally appeared BLAIK BAIRD, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the Board President of the BOARD OF EDUCATION OF WASATCH COUNTY SCHOOL DISTRICT, a body corporate and politic of the State of Utah, who executed the within instrument on behalf of said school district for its stated purpose.

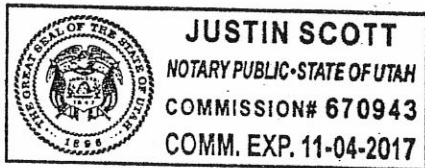


[Handwritten Signature]
Notary Public

ACKNOWLEDGMENT

STATE OF UTAH)
 : SS.
COUNTY OF WASATCH)

On this 24th day of June, 2014, before me personally appeared KEITH JOHANSEN, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the Business Administrator of the BOARD OF EDUCATION OF WASATCH COUNTY SCHOOL DISTRICT, a body corporate and politic of the State of Utah, who executed the within instrument on behalf of said school district for its stated purpose.



[Handwritten Signature]
Notary Public

Exhibit "A"

(Legal description of the Property located in Wasatch County, Utah)

BEGINNING AT A POINT ON THE SOUTHERN EDGE OF ASPHALT OF 600 SOUTH STREET, HEBER CITY, UTAH, SAID POINT LYING NORTH 2693.88 FEET AND WEST 2106.67 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 00°24'15" WEST 227.30 FEET; THENCE NORTH 89°29'35" WEST 100.00 FEET; THENCE NORTH 89°40'14" WEST 135.53 FEET; THENCE ALONG THE RIGHT-OF-WAY FOR US HIGHWAY 40 NORTH 00°26'35" EAST 227.74 FEET; THENCE SOUTH 89°29'17" EAST 235.38 FEET TO THE POINT OF BEGINNING.

*The following is shown for informational purposes only:
Part of Tax Serial No. OHE-1247-0-005-045*

Upon recording, return to:

Mountain America Federal Credit Union
Attn: Steve Call
7181 South Campus View Drive
West Jordan, Utah 84084

Affects Tax Serial Nos. OHE-1247-0-005-045
OHE-1324-0-005-045

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Declaration") by and between BOARD OF EDUCATION OF WASATCH COUNTY SCHOOL DISTRICT, a body corporate and politic of the State of Utah, with an address of 101 East 200 North, Heber City, Utah 84032 ("Wasatch School"), and MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation, with a business address of 7181 South Campus View Drive, West Jordan, Utah 84084 ("Mountain America") is effective as of the date Wasatch School and Mountain America have both executed this Declaration (the "Effective Date") with respect to the following:

A. Wasatch School is the owner of certain real property located in Wasatch County at approximately 64 East 600 South, Heber City, Utah 84032, which consists of approximately 9.64 acres of contiguous parcels of real property that together will make up the Old WHS Redevelopment subdivision (the "Subdivision").

B. Mountain America has agreed to purchase Lot 1 of the Subdivision, as more particularly described in Exhibit "A" ("Lot 1"), from Wasatch School on the terms and conditions set forth in a certain Commercial Real Estate Purchase and Sale Agreement with an effective date of February 24, 2014, including all amendments thereto (the "Agreement").

C. As a condition to Mountain America purchasing Lot 1 from Wasatch School, Wasatch School agreed to grant Mountain America the exclusive use rights contained in this Declaration protecting Mountain America from competition and prohibiting the operation of any credit union, bank, or other financial institution in the Subdivision other than Mountain America, except automatic teller machines shall be permitted to be located throughout the Subdivision as approved by Wasatch School as the developer of the Subdivision.

D. Wasatch School represents and warrants to Mountain America that there is no consent required from any third party before Wasatch School can grant Mountain America the exclusive use rights contained herein.

E. Wasatch School and Mountain America may hereafter be referred to collectively as the "Parties" or individually as a "Party".

NOW THEREFORE, Wasatch School, as the Subdivision's developer, hereby declares that this Declaration shall impose certain covenants, conditions, and restrictions on all future lots of the

Subdivision, as contained in the final plat of Subdivision (as may be recorded after the Effective Date) including without limitation future Lots 2, 3, 4, 5, 6, 7, 8, 9, and 10 of the Subdivision and excluding Lot 1, as more particularly described in Exhibit "B" (the "Restricted Lots") as set forth herein.

ARTICLE I
CREDIT UNION BRANCH

Mountain America plans to use Lot 1 to operate a credit union branch, including a drive thru area, and all related financial transactions and business activities generally performed by credit unions ("Credit Union Branch").

ARTICLE II
PURPOSE

The purpose of this Declaration is to ensure that so long as Mountain America (or any successor owner, occupant, or tenant of Lot 1) operates a Credit Union Branch on Lot 1 or operates a bank or other financial institution on Lot 1, the owners, occupants, tenants, and any other person or entity having any right, title, or interest in or to any of the Restricted Lots or any part thereof shall not be authorized to operate a Credit Union Branch on any of the Restricted Lots or on any part thereof or operate a bank or other financial institution on any of the Restricted Lots or any part thereof. No provision in this Declaration shall limit, restrict, or preclude Wasatch School, as the Subdivision's developer, (or any of its successors and assigns) from installing automatic teller machines on any of the Restricted Lots.

ARTICLE III
APPLICATION TO ALL OWNERS AND OCCUPANTS

This Declaration shall be a covenant running with the land of Lot 1 and the Restricted Lots (Lot 1 being the dominant estate and the Restricted Lots being the servient estate), as a restriction against the Restricted Lots and as a benefit to Lot 1, prohibiting, preventing, barring, and precluding any owner, occupant, tenant, or any other person or entity having any right, title, or interest in or to any of the Restricted Lots or any part thereof, subject to the terms of this Declaration, from operating a Credit Union Branch, bank, or other financial institution on any of the Restricted Lots or any part thereof. This Declaration shall be for the benefit of Mountain America and its successors, assigns, and any other person or entity having any right, title, or interest in or to Lot 1, or any part thereof. Notwithstanding the forgoing, Wasatch School, as the Subdivision's developer, and its successors and assigns, shall be permitted to install and maintain automatic teller machines on any of the Restricted Lots.

ARTICLE IV
DURATION AND AMENDMENT

Section 4.1 Duration. This Declaration shall continue in full force and effect so long as Mountain America or the owner, occupant, or tenant of Lot 1 is operating a Credit Union Branch, bank, or other financial institution thereon. In the event a Credit Union Branch, bank, or other financial institution operated on Lot 1 shall be closed to the public for a period of twelve (12)

consecutive months or more, this Declaration and all restrictions on the Restricted Lots provided for in this Declaration shall automatically terminate and have no further force or effect, and in such event Mountain America or the owner, occupant, or tenant of Lot 1 covenants and agrees (notwithstanding the foregoing) to execute and record in the official records of the Wasatch County Recorder, a Termination of Declaration of Covenants, Conditions, and Restrictions terminating this Declaration of record.

Section 4.2 Amendment. No amendment, change, or modification to this Declaration shall be valid unless in writing signed by both Parties hereto, or their successors in interest.

ARTICLE V MISCELLANEOUS

Section 5.1 Severability. Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any of the other provisions of this Declaration which shall remain in full force and effect.

Section 5.2 Covenants, Conditions, and Restrictions Shall Run With the Land. All of the restrictions, conditions, and covenants in this Declaration shall run with the land of Lot 1 and the Restricted Lots and shall be binding on an shall benefit all parties with any right, title, or interest in or to Lot 1 or the Restricted Lots, or any part thereof, and shall inure to the benefit of the owner of Lot 1 and are imposed upon the Restricted Lots as a servitude in favor of Lot 1.

Section 5.3 Further Assurances. Each of the Parties hereto shall execute and deliver any and all additional papers, documents, instruments, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder and to carry out the intent of the Parties hereto.

Section 5.4 Attorneys' Fees. In the event any action is instituted by a Party to enforce any of the terms and provisions contained herein, the prevailing Party in such action shall be entitled to receive from the other Party reasonable attorney's fees, costs, and expenses incurred in enforcing this Declaration.

Section 5.5 Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and assigns.

Section 5.6 Entire Declaration. This Declaration constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Declaration and hereby supersedes any prior written or oral agreement between the Parties.

Section 5.7 Applicable Law. This Declaration shall, in all respects, be governed by and construed in accordance with the laws of the State of Utah.

Section 5.8 Waiver of Covenants, Conditions, or Remedies. The waiver by any Party hereto of the performance of any covenant, condition, or promise, or of the time for performing any act under this Declaration shall not invalidate this Declaration nor shall it be considered a waiver by

such Party of any other covenant, condition, or promise, or of the time for performing any other act required under this Declaration. The exercise of any remedy provided in this Declaration shall not be a waiver of any other remedy provided by law, and the provisions of this Declaration for any remedy shall not exclude any other remedies unless they are expressly excluded.

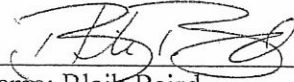
Section 5.9 Construction. All Parties to this Declaration and their legal counsel have reviewed and have had the opportunity to revise this Declaration, and the normal rule of construction to the effect that any ambiguities in this Declaration are to be resolved against the drafting Party shall not be employed in the interpretation of this Declaration.

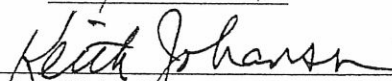
Section 5.10 Counterparts. This Declaration may be executed in counterparts. A signature on any counterpart shall function and have the effect of a signature on all counterparts.

IN WITNESS WHEREOF, this Declaration has been executed as of the Effective Date as defined above.

WASATCH SCHOOL:

BOARD OF EDUCATION OF WASATCH
COUNTY SCHOOL DISTRICT, a body corporate
and politic of the State of Utah

By: 
Name: Blaik Baird
Its: Board President
Date: 06/24/2014

By: 
Name: Keith Johansen
Its: Business Administrator
Date: 6/24/14

MOUNTAIN AMERICA:

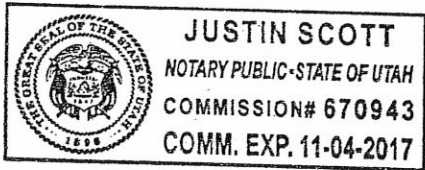
MOUNTAIN AMERICA FEDERAL CREDIT
UNION, a Utah non-profit corporation

By: _____
Name: Steve Call
Its: Vice President of Corporate Real Estate &
Facilities
Date: _____

ACKNOWLEDGEMENTS OF WASATCH SCHOOL

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

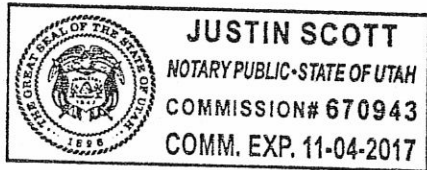
On the 24th day of June, 2014, personally appeared before me, BLAIK BAIRD, who being by me duly sworn did say that he is the Board President of the BOARD OF EDUCATION OF WASATCH COUNTY SCHOOL DISTRICT, a body corporate and politic of the State of Utah, and acknowledged that he executed the foregoing instrument on behalf of Wasatch School for its stated purpose.



[Signature]
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On the 24th day of June, 2014, personally appeared before me, KEITH JOHANSEN, who being by me duly sworn did say that he is the Business Administrator of the BOARD OF EDUCATION OF WASATCH COUNTY SCHOOL DISTRICT, a body corporate and politic of the State of Utah, and acknowledged that he executed the foregoing instrument on behalf of Wasatch School for its stated purpose.



[Signature]
NOTARY PUBLIC

ACKNOWLEDGMENT OF MOUNTAIN AMERICA

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the ____ day of June, 2014, personally appeared before me, STEVE CALL, who being by me duly sworn did say that he is the Vice President of Corporate Real Estate and Facilities of MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation, and acknowledged that he executed the foregoing instrument on behalf of Mountain America for its stated purpose.

NOTARY PUBLIC

Exhibit "A"

(Legal description of Lot 1)

BEGINNING AT A POINT ON THE SOUTHERN EDGE OF ASPHALT OF 600 SOUTH STREET, HEBER CITY, UTAH, SAID POINT LYING NORTH 2693.88 FEET AND WEST 2106.67 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 00°24'15" WEST 227.30 FEET; THENCE NORTH 89°29'35" WEST 100.00 FEET; THENCE NORTH 89°40'14" WEST 135.53 FEET; THENCE ALONG THE RIGHT-OF-WAY FOR US HIGHWAY 40 NORTH 00°26'35" EAST 227.74 FEET; THENCE SOUTH 89°29'17" EAST 235.38 FEET TO THE POINT OF BEGINNING.

*The following is shown for informational purposes only:
Part of Tax Serial No. OHE-1247-0-005-045*

Exhibit "B"

(Legal description of the Restricted Lots)

Beginning at a point on the apparent Southerly right-of-way line of 600 South Street, Heber City, Utah, said point lying North 2691.13 feet and West 1798.92 feet from the South One-Quarter corner of Section 5, Township 4 South, Range 5 East, Salt Lake Base and Meridian (Basis of Bearings: North 89°50'38" East between found Wasatch County Survey monuments located at the South One-Quarter and Southeast corners of Section 5, Township 4 South, Range 5 East, Salt Lake Base and Meridian, in conformance with Utah coordinate system 1983 Central Zone Bearings); and running thence South 00°34'24" West 770.63 feet to the beginning of a Non Tangent curve to the right and concave Northerly with a radius of 45.00 feet and from which a radial line bears North 13°19'17" West; thence Westerly 10.70 feet along the arc of said curve through a central angle of 13°37'47" (Chord bears South 83°29'36" West 10.68 feet); thence North 89°41'30" West 531.44 feet to a point on the apparent Easterly Right-of-Way line of U.S. Highway 40; thence North 00°30'43" East 773.83 feet along the apparent Easterly right-of-way line of U.S. Highway 40 to a point on the apparent Southerly right-of-way line of said 600 South Street; thence South 89°29'17" East 542.87 feet along the apparent Southerly right-of-way line of said 600 South Street to the point of beginning (Said apparent Southerly right-of-way line of 600 South Street lies parallel to and is offset 77.50 feet Southerly from a line running between original Heber City Survey Sandstone reference monuments located along 600 South Street at 100 West and 200 East Streets).

LESS AND EXCEPTING THE FOLLOWING REAL PROPERTY:

BEGINNING AT A POINT ON THE SOUTHERN EDGE OF ASPHALT OF 600 SOUTH STREET, HEBER CITY, UTAH, SAID POINT LYING NORTH 2693.88 FEET AND WEST 2106.67 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 00°24'15" WEST 227.30 FEET; THENCE NORTH 89°29'35" WEST 100.00 FEET; THENCE NORTH 89°40'14" WEST 135.53 FEET; THENCE ALONG THE RIGHT-OF-WAY FOR US HIGHWAY 40 NORTH 00°26'35" EAST 227.74 FEET; THENCE SOUTH 89°29'17 EAST 235.38 FEET TO THE POINT OF BEGINNING.

The following is shown for informational purposes only:

Tax Serial No. OHE-1324-0-005-045 and part of Tax Serial No. OHE-1247-0-005-045

SALE PROCEEDS ESCROW AGREEMENT

THIS SALE PROCEEDS ESCROW AGREEMENT (this "Escrow Agreement") is entered into as of this 24th day of June, 2014 (the "Effective Date"), by and among MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation, with an address of 7181 South Campus View Drive, West Jordan, Utah 84084 ("Buyer"), the BOARD OF EDUCATION OF WASATCH COUNTY SCHOOL DISTRICT, a body corporate and politic of the State of Utah, with an address of 101 East 200 North, Heber City, Utah 84032 ("Seller"), and FOUNDERS TITLE COMPANY, INC., a Utah corporation, with an address of 748 West Heritage Park Boulevard, Suite 202, Layton, Utah 84041 ("Escrow Agent"), and is made with respect to the following:

Recitals:

WHEREAS, pursuant to the terms of a certain Commercial Real Estate Purchase and Sale Agreement by and between Seller and Buyer with an effective date of February 24, 2014, including all amendments thereto (the "Contract"), Buyer is, contemporaneously with the execution of this Escrow Agreement, purchasing certain real property from Seller located in Heber City, Wasatch County, Utah, consisting of approximately 1.225 acres, identified as part of Tax Serial No. OHE-1247-0-005-045, as more particularly described in Exhibit "A" attached hereto (the "Property");

WHEREAS, pursuant to Section 31 of the Contract, which is attached hereto as Exhibit "B", the net sale proceeds from the Closing are required to be held in escrow until Seller completes all of the "Demolition" (as defined in Section 28 of the Contract), the "Subdivision" (as defined in Section 29 of the Contract), and the "Build Ready Infrastructure" (as defined in Section 30 of the Contract);

WHEREAS, Buyer and Seller desire to agree that the net sale proceeds from the Closing shall be deposited at Closing with Escrow Agent pursuant to Section 31 of the Contract, said amount being the net sale proceeds from Buyer's purchase of the Property, to be drawn upon by Seller to complete the Demolition, the Subdivision, and the Build Ready Infrastructure (the "Sale Proceeds Deposit"); and

WHEREAS, Escrow Agent desires to agree to accept, deposit, and hold the Sale Proceeds Deposit in a federally insured escrow deposit account, and to disburse the same according to the terms hereof and the terms of the Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms of the Contract, the parties hereto agree as follows:

Agreement:

1. Recitals. The recitals set forth above are accurate and correct and are incorporated herein by this reference as if fully set forth herein.

2. **Escrow Deposit Agreement.** Buyer and Seller hereby agrees that the Sale Proceeds Deposit shall be deposited at Closing with Escrow Agent pursuant to Section 31 of the Contract and this Escrow Agreement, and Escrow Agent hereby agrees to accept, deposit, and hold the Sale Proceeds Deposit in a federally insured escrow deposit account, and to disburse the same according to the terms hereof and the terms of the Contract.

3. **Sale Proceeds Deposit.** Concurrently herewith, Escrow Agent has received from Seller the Sale Proceeds Deposit, being the sum of \$955,649.15, being the net sale proceeds from Buyer's purchase of the Property from Seller.

4. **Escrow Account.** Upon the execution of this Escrow Agreement, Escrow Agent shall establish an escrow account for the Sale Proceeds Deposit that is fully federally insured and Escrow Agent shall deposit the Sale Proceeds Deposit into the escrow account.

5. **Draw Requests and Disbursement of Deposit.** Escrow Agent shall disburse the Sale Proceeds Deposit as follows:

5.1 **Draw Requests.** Seller is authorized to draw upon the Sale Proceeds Deposit to complete the "Post-Closing Items" as defined in Section 31 of the Contract. Seller shall be responsible to engage any contractors or subcontractors to complete the Post-Closing Items and Seller shall oversee and be responsible for the completion of the Post-Closing Items. Upon the completion of any portion of the Post-Closing Items, Seller shall submit a draw request to Escrow Agent for disbursement of a portion of the Sale Proceeds Deposit to cover the cost associated with any portion of a Post-Closing Item, together with copies of all invoices pertaining to any draw request, including the cost of any general contractor overseeing the same, and shall provide Buyer a copy of the same (the "Draw Request"). Seller may wait to submit any Draw Request until one or more of the Post-Closing Items have been completed. Unless within five (5) business days from Buyer's receipt of any Draw Request from Seller, Escrow Agent has received a written objection to said Draw Request from Buyer, Escrow Agent shall immediately provide a check to Seller in the amount of said Draw Request, payable to Seller or to the contractor or subcontractor who performed said portion of the Post-Closing Item(s), according to Seller's instructions.

5.2 **Disbursement of Balance of Sale Proceeds Deposit.** Escrow Agent shall hold the balance of the Sale Proceeds Deposit, net of the Seller's draws approved under Section 5.1 above, in the escrow account until such time as all of the following have occurred: (i) Seller has completed the Demolition; (ii) Seller has completed the remediation, as described in the Contract; (iii) Seller has completed and recorded the Subdivision plat of the Property; (iv) Seller has completed all of the Build-Ready Infrastructure, including without limitation the north private drive; (v) Seller has notified Buyer and Escrow Agent that all the Post-Closing Items have been completed and has requested that the remaining balance of the Sale Proceeds Deposit (if any) be released to Seller (the "Notice of Completion"); (vi) Buyer has, within thirty (30) days from Buyer's receipt of the Notice of Completion, verified and confirmed in writing to Seller and Escrow Agent that all such Post-Closing Items have been completed by Seller or Buyer has waived the same by failing to respond to the Notice of Completion. Upon the complete satisfaction

of requirements (i) through (vi) above in this Section 5.2, Escrow Agent shall release the remaining balance of the Sale Proceeds Deposit (if any) to Seller and this Escrow Agreement shall terminate. In the event that any of requirements (i) through (vi) above in this Section 5.2 are not satisfied or in the event Buyer objects to Seller's accounting of the draws made upon the Sale Proceeds Deposit or the Notice of Completion, Escrow Agent shall continue to hold the remaining portion of the Sale Proceeds Deposit (if any) until such time as the parties resolve their disagreement.

6. **Accounting to Buyer.** Upon written request from Buyer or Buyer's agent or representative, Seller agrees to provide Buyer or Buyer's agent or representative with an accounting of the amount of the Sale Proceeds Deposit drawn by Seller to complete the Post-Closing Items, including copies of all invoices corresponding to the draws made by Seller.

7. **Insufficient Sale Proceeds.** In the event the cost of the Post-Closing Items exceeds the amount of the Sale Proceeds Deposit, Seller shall continue to be obligated, pursuant to Section 33 of the Contract, to complete all the unfinished Post-Closing Items at Seller's sole cost and expense and Buyer shall not be obligated to pay for or contribute any funds for the additional cost associated with completing the unfinished Post-Closing Items. In the event the Sale Proceeds Deposit is less than the cost of the Post-Closing Items or the entire Sales Proceeds Deposit is disbursed to Seller, this Escrow Agreement shall terminate upon complete disbursement of the Sale Proceeds Deposit.

8. **Fees.** The parties agree that any fee, expense, or cost for the services performed by Escrow Agent under this Escrow Agreement shall be paid from the Sale Proceeds Deposit and not by Buyer or Seller.

9. **Defined Terms.** The terms not otherwise defined in this Escrow Agreement shall have the definition and meaning assigned to them in the Contract.

10. **Escrow Agent.**

10.1 Escrow Agent shall hold possession of and solely keep the Sale Proceeds Deposit according to the terms and conditions of this Escrow Agreement, and shall deliver and dispose of the same according to the terms and conditions hereof and the Contract, and shall deal with the parties hereto fairly and impartially according to the intent of the parties as herein expressed, provided however that Escrow Agent is to be considered as a depository only, shall not be deemed to be a party to any document other than this Escrow Agreement, and shall not be responsible or liable in any manner whatsoever for the sufficiency, manner of execution, or validity of any written instructions received by it, nor as to the identity, authority, or rights of any persons executing the same. Escrow Agent shall be entitled to rely at all times on instructions given by or on behalf of Buyer and Seller, through their respective attorneys and authorized representatives, as the case may be and as required hereunder, without any necessity of verifying the authority therefor.

10.2 Escrow Agent shall not at any time be held liable for actions taken or omitted to be taken in good faith and without negligence.

10.3 In taking or omitting to take any action whatsoever hereunder, Escrow Agent shall be protected in relying upon any notice, paper, or other document believed by it to be genuine, or upon evidence deemed by it to be sufficient, and in no event shall Escrow Agent be liable hereunder for any act performed or omitted to be performed by it hereunder in the absence of negligence or bad faith.

10.4 The parties shall promptly comply with the terms of this Escrow Agreement and shall execute and deliver to Escrow Agent, on demand, all papers, documents, instruments, releases, and monies required of such parties to carry out the terms of this Escrow Agreement.

10.5 The Escrow Agent's duties hereunder shall be limited to the safekeeping of the Sale Proceeds Deposit received by Escrow Agent, and to the disposition of the same in accordance with this Escrow Agreement and the Contract.

10.6 Should any dispute arise between or among the parties, or should conflicting demands or notices be served upon Escrow Agent by the parties or any third parties, Escrow Agent may, at its sole option, but without limiting its other rights, do any or all of the following: (i) stop all proceedings in the performance of this escrow and withhold the delivery of any funds in its possession until said conflicts are resolved and proof thereof, satisfactory to Escrow Agent, is deposited in escrow; or (ii) file a suit in interpleader or for declaratory judgment or for other relief. If such suit be reasonably brought, Escrow Agent shall be released and discharged from any liability and obligation to further perform any duties in connection with this escrow other than as herein provided.

11. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if either emailed, sent by certified mail postage prepaid return receipt requested, or personally delivered (at each of the addresses set forth below):

If to Buyer:

Mountain America Federal Credit Union
Attn: Steve Call
7181 South Campus View Drive
West Jordan, Utah 84084
Email: stcall@macu.com

with a copy to:

Nick Anderson, Esq.
Legacy Law, PLLC
2363 North Hill Field Road, Suite 112
Layton, Utah 84041
Email: nick@legacylawfirm.net

If to Seller: Board of Education of Wasatch County School District
Attn: Terry Shoemaker & Keith Johansen
101 East 200 North
Heber City, Utah 84032
Email: terry.shoemaker@wasatch.edu
Email: keith.johansen@wasatch.edu

with a copy to: Mark Robinson, Esq.
Robinson, Seiler & Anderson, L.C.
2500 North University Avenue
P.O. Box 1266
Provo, Utah 84603-1266
Email: mfr@rsalawyers.com

If to Escrow Agent: Founders Title Company, Inc.
Attn: Jim Morris
748 West Heritage Park Boulevard, Suite 202
Layton, Utah 84041
Email: jimm@founderstitle.com

Notice shall be deemed given: (i) on the date the Notice is sent if emailed; (ii) two (2) calendar days after deposit in United States mail if sent by certified mail; and (iii) upon receipt if personally delivered. Any party may change its address for purposes of this Paragraph 14 by giving the other parties written notice of the new address in the manner set forth above.

12. **Entire Agreement.** Other than the Contract and documents pertaining to the Closing, this Escrow Agreement contains the entire agreement of the parties relating to the subject matter hereof, and the parties hereto have made no agreements, representations, or warranties relating to the subject matter of this Escrow Agreement that are not set forth herein or therein. No modification of this Escrow Agreement shall be valid unless made in writing and signed by all of the parties hereto.

13. **Term of Agreement.** The term of this Escrow Agreement shall be from and after the Effective Date of this Escrow Agreement to: the completion of the requirements and the events set forth in Section 5.2, the complete disbursement of the entire Sale Proceeds Deposit as described in Section 7 above, or the termination of this Escrow Agreement by written agreement of all of the parties hereto.

14. **Severable Provisions.** The provisions of this Escrow Agreement are severable and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.

15. **Governing Law.** This Escrow Agreement is intended to be and shall be governed in all respects by the laws of the State of Utah applicable to contracts made and to be performed wholly within the State of Utah.

16. **Construction.** This Escrow Agreement shall not be construed against the party preparing it, and shall be construed without regard to the identity of the person who drafted it or the party who caused it to be drafted and shall be construed as if all parties had jointly prepared this Escrow Agreement and it shall be deemed their joint work product, and each and every provision of this Escrow Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

17. **Interpretation.** Where the context of this Escrow Agreement requires, the masculine gender shall include the feminine and neuter genders, the singular shall include the plural and the words person or party shall include all entities recognized under the laws of the State of Utah.

18. **Counterparts and Copies.** This Escrow Agreement may be executed in any number of counterparts, each of which shall be construed as and be effective as an original, and a copy of a fully executed original of this Escrow Agreement (whether in electronic or paper form and whether sent by email, mail, fax, or otherwise) shall constitute the same as an original of this Escrow Agreement.

19. **Headings.** The headings in this Escrow Agreement are for reference only and shall in no way be deemed to define, limit, explain, or modify any provision hereof.

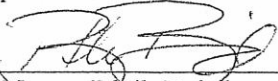
20. **Successors and Assigns.** This Escrow Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

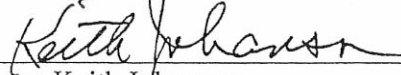
21. **Time of Essence.** The parties agree that time is of the essence for the performance of all terms, conditions, and agreements contained in this Escrow Agreement.

WHEREAS, the parties hereto have executed this Sale Proceeds Escrow Agreement as of Effective Date defined above.

SELLER:

BOARD OF EDUCATION OF WASATCH COUNTY SCHOOL DISTRICT, a body corporate and politic of the State of Utah

By: 
Name: Blair Baird
Its: Board President
Date: 06/24/2014

By: 
Name: Keith Johnson
Its: Business Administrator
Date: 6/24/14

BUYER:

MOUNTAIN AMERICA FEDERAL CREDIT
UNION, a Utah non-profit corporation

By: _____

Name: Steve Call

Its: Vice President of Corporate Real Estate &
Facilities

Date: _____

ESCROW AGENT:

FOUNDERS TITLE COMPANY, INC., a Utah
corporation

By: _____

Name: Jim Morris

Its: President

Date: _____

Exhibit "A"

(Legal description of the Property located in Wasatch County, Utah)

BEGINNING AT A POINT ON THE SOUTHERN EDGE OF ASPHALT OF 600 SOUTH STREET, HEBER CITY, UTAH, SAID POINT LYING NORTH 2693.88 FEET AND WEST 2106.67 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 00°24'15" WEST 227.30 FEET; THENCE NORTH 89°29'35" WEST 100.00 FEET; THENCE NORTH 89°40'14" WEST 135.53 FEET; THENCE ALONG THE RIGHT-OF-WAY FOR US HIGHWAY 40 NORTH 00°26'35" EAST 227.74 FEET; THENCE SOUTH 89°29'17 EAST 235.38 FEET TO THE POINT OF BEGINNING.

*The following is shown for informational purposes only:
Part of Tax Serial No. OHE-1247-0-005-045*

Exhibit "B"

(Section 31 of the Contract)

31. Sale Proceeds in Escrow. At Closing, the net sale proceeds from the sale of the Property due to Seller (the "Sale Proceeds") shall be held by Escrow Agent in a separate interest-bearing account with all accrued interest thereon to be reported under Seller's employer identification number: _____. The Sale Proceeds shall be accessible to Seller for Seller to directly pay all costs, fees, and expenses associated with its obligation to complete the Demolition, the remediation, the Subdivision, and the Build Ready Infrastructure. Seller agrees, upon Buyer's request, to provide Buyer or Buyer's agent with an accounting of the Sale Proceeds drawn on by Seller to complete the Post-Closing Items, including copies of all invoices corresponding to the draws made by Seller against the Sale Proceeds, for Buyer to verify and confirm that the Sale Proceeds are being used for their intended purpose. Seller agrees to indemnify and hold harmless Buyer from any and all claims for payment from any contractor, entity, individual, or other third party arising out of the work to be completed by Seller as part of the Demolition, the remediation, the Subdivision, and the Build Ready Infrastructure (the "Post-Closing Items"). This Section 31 shall survive the Closing.

FIRPTA NON-FOREIGN CERTIFICATE

Section 1455 of the Internal Revenue Code of 1986, as amended, provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation, with an address of 7181 South Campus View Drive, West Jordan, Utah 84084 ("Transferee"), that the withholding of tax is not required upon the disposition of a United States real property interest by the undersigned ("Transferor"), the undersigned hereby certifies the following:

(i) Transferor is not a foreign corporation, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

(ii) No other person or entity has an ownership interest in the real property identified as Tax Serial No. OHE-1247-0-005-045 located at approximately 600 South Main Street, Heber City, Utah 84032 in Wasatch County, Utah, and described in Exhibit "A" attached hereto (the "Property") that is being transferred and conveyed by Transferor to Transferee pursuant to a certain Commercial Real Estate Purchase and Sale Agreement entered into by and between Transferor and Transferee with an effective date of February 24, 2014, including all amendments thereto;

(iii) Transferor's employer identification number is 87-6000530; and

(iv) Transferor's address for purposes of this FIRPTA Non-Foreign Certificate (this "Certificate") is 101 East 200 North, Heber City, Utah 84032.


Transferor understands that this Certificate may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, the undersigned Transferor declares that it has examined this Certificate and to the best of its knowledge, information, and belief, it is true, correct, and complete.

EXECUTED by Transferor on the date shown below.

TRANSFEROR:

BOARD OF EDUCATION OF WASATCH
COUNTY SCHOOL DISTRICT, a body corporate
and politic of the State of Utah

By: 
Name: Blaik Baird
Its: Board President
Date: 06/24/2014

By: Keith Johansen
Name: Keith Johansen
Its: Business Administrator
Date: 6/24/14

Exhibit "A"

(Legal description of the Property located in Wasatch County, Utah)

BEGINNING AT A POINT ON THE SOUTHERN EDGE OF ASPHALT OF 600 SOUTH STREET, HEBER CITY, UTAH, SAID POINT LYING NORTH 2693.88 FEET AND WEST 2106.67 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH $00^{\circ}24'15''$ WEST 227.30 FEET; THENCE NORTH $89^{\circ}29'35''$ WEST 100.00 FEET; THENCE NORTH $89^{\circ}40'14''$ WEST 135.53 FEET; THENCE ALONG THE RIGHT-OF-WAY FOR US HIGHWAY 40 NORTH $00^{\circ}26'35''$ EAST 227.74 FEET; THENCE SOUTH $89^{\circ}29'17$ EAST 235.38 FEET TO THE POINT OF BEGINNING.

*The following is shown for informational purposes only:
Part of Tax Serial No. OHE-1247-0-005-045*

SELLER'S CLOSING CERTIFICATE

Pursuant to the Commercial Real Estate Purchase and Sale Agreement with an effective date of February 24, 2014, including all amendments thereto (the "Contract") by and between the BOARD OF EDUCATION OF WASATCH COUNTY SCHOOL DISTRICT, a body corporate and politic of the State of Utah with an address of 101 East 200 North, Heber City, Utah 84032 ("Seller"), and MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation, with a business address of 7181 South Campus View Drive, West Jordan, Utah 84084 ("Buyer"), Seller hereby represents, warrants, and certifies to Buyer, as of the date Seller executes this Seller's Closing Certificate (the "Effective Date"), as follows:

1. The representations and warranties of Seller contained in the Contract are true and correct on and as of the Effective Date set forth below; and
2. Seller has full power and authority to close the transaction contemplated by the Contract to transfer and convey its interest in the real property identified as a portion of Tax Serial No. OHE-1247-0-005-045 located in Heber City, Wasatch County, Utah and described in Exhibit "A" attached hereto (the "Property"), to Buyer and to perform Seller's obligations set forth in the Contract.

The representations and warranties contained herein are made for the purpose of inducing Buyer to complete the purchase of the Property, as contemplated by the Contract, and it is hereby acknowledged by Seller that Buyer is closing in reliance upon such representations and warranties of Seller and upon the results of Buyer's due diligence with respect to the Property.

SELLER:

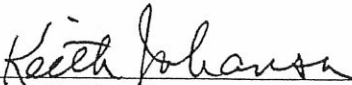
BOARD OF EDUCATION OF WASATCH COUNTY
SCHOOL DISTRICT, a body corporate and politic of the
State of Utah

By:  _____

Name: Blair Baird

Its: Board President

Date: 06/24/2014

By:  _____

Name: Keith Johansen

Its: Business Administrator

Date: 6/24/14

Exhibit "A"

(Legal description of the Property located in Wasatch County, Utah)

BEGINNING AT A POINT ON THE SOUTHERN EDGE OF ASPHALT OF 600 SOUTH STREET, HEBER CITY, UTAH, SAID POINT LYING NORTH 2693.88 FEET AND WEST 2106.67 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

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*The following is shown for informational purposes only:
Part of Tax Serial No. OHE-1247-0-005-045*

**GENERAL ASSIGNMENT AND
ASSUMPTION AGREEMENT**

THIS GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is entered into by and between the BOARD OF EDUCATION OF WASATCH COUNTY SCHOOL DISTRICT, a body corporate and politic of the State of Utah, with an address of 101 East 200 North, Heber City, Utah 84032 ("Assignor"), and MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation, with an address of 7181 South Campus View Drive, West Jordan, Utah 84084 ("Assignee") with an effective date as of the date Assignor and Assignee have executed this Assignment (the "Effective Date").

WITNESSETH

WHEREAS, pursuant to the terms of a Commercial Real Estate Purchase and Sale Agreement with an effective date of February 24, 2014, including all amendments thereto (the "Contract") by and between Assignor, as seller, and Assignee, as buyer, Assignor desires to assign all of its rights and interests, if any, in and to any intangible assets and intellectual property pertaining to the Property (as hereafter defined) to Assignee, as of the Effective Date, and Assignee desires to succeed to any interest of Assignor under any such intangible assets and intellectual property pertaining to the Property, and is willing to assume the observance and performance of the obligations of Assignor with respect to any of said intangible assets and intellectual property, from and after the Effective Date, pursuant to the terms of the Contract.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, Assignor and Assignee agree as follows:

1. Assignor hereby transfers, assigns, and sets over to Assignee all of its right, title, and interest, if any, in and to the following: all intangible assets and intellectual property related solely to the real property identified as a portion of Tax Serial No. OHE-1247-0-005-045 located in Heber City, Wasatch County, Utah, and described in Exhibit "A" hereto (the "Property") including the following, if any (collectively referred to herein as the "Intangible Assets"):

- i. Any licenses, permits, rights and governmental or other permits, authorizations, consents and approvals related to the Property, including those necessary to own and/or to operate the Property, to the extent that the same are legally assignable;
- ii. Any right, title and interest in and to any surveys, plats, plans and other reports of any kind pertaining to the Property, to the extent that the same are legally assignable; and
- iii. Any and all permits, licenses, leases and authorizations and other approvals in effect as of the date of this Assignment pertaining to the current use or operation of the Property or any portion thereof, to the extent that the same are legally assignable.

2. Assignee hereby accepts the assignment of the Intangible Assets on and as of the Effective Date. Assignee hereby assumes and agrees to perform, from and after the Effective Date, all of Assignor's duties under or with respect to the Intangible Assets, if any, related to the ownership, management, operation, and development of the Property. Said assumption by Assignee shall not include any debts or liabilities incurred by Assignor pertaining to the creation of any of the Intangible Assets, any such debts shall remain the obligation of Assignor.

3. This Assignment may be executed in counterparts. A signature on any counterpart shall function and have the effect of a signature on all counterparts. A copy of this Assignment fully executed by the parties (whether in paper or electronic form and whether sent by email, fax, mail, or otherwise) shall have the same effect as an original.

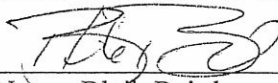
4. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments and other documents as may reasonably be necessary to evidence or carry out the provisions of this Assignment.

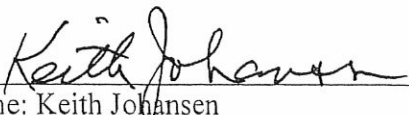
5. This Assignment shall be construed and enforced in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the Effective Date defined above.

ASSIGNOR:

BOARD OF EDUCATION OF WASATCH
COUNTY SCHOOL DISTRICT, a body corporate
and politic of the State of Utah

By: 
Name: Blair Baird
Its: Board President
Date: 06/24/2014

By: 
Name: Keith Johansen
Its: Business Administrator
Date: 6/24/14

ASSIGNEE:

MOUNTAIN AMERICA FEDERAL CREDIT
UNION, a Utah non-profit corporation

By: _____

Name: Steve Call

Its: Vice President of Corporate Real Estate &
Facilities

Date: _____

Exhibit "A"

(Legal description of the Property located in Wasatch County, Utah)

BEGINNING AT A POINT ON THE SOUTHERN EDGE OF ASPHALT OF 600 SOUTH STREET, HEBER CITY, UTAH, SAID POINT LYING NORTH 2693.88 FEET AND WEST 2106.67 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

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*The following is shown for informational purposes only:
Part of Tax Serial No. OHE-1247-0-005-045*

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Board of Education of Wasatch County School District
Attn: Blaik Baird
101 East 200 North
Heber City, Utah 84032

Affects Tax Serial Nos.: OHE-1247-0-005-045
OHE-1324-0-005-045

CROSS-ACCESS EASEMENT AGREEMENT

This CROSS-ACCESS EASEMENT AGREEMENT (this "Agreement") is entered into by and between the BOARD OF EDUCATION OF WASATCH COUNTY SCHOOL DISTRICT, a body corporate and politic of the State of Utah, with an address of 101 East 200 North, Heber City, Utah 84032 ("Wasatch School"), and MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation, with an address of 7181 South Campus View Drive, West Jordan, Utah 84084 ("Mountain America") as of the date Wasatch School and Mountain America have both executed this Agreement (the "Effective Date"). Wasatch School and Mountain America may be referred to hereafter individually as a "Party" or collectively as the "Parties".

RECITALS:

A. WHEREAS, Wasatch School is the owner of fee simple title to approximately 8.415 acres of real property located in Heber City, Utah, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "WHS Property");

B. WHEREAS, Mountain America is the owner of fee simple title to approximately 1.225 acres of real property located in Heber City, Utah adjacent to the WHS Property, as more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "MACU Parcel");

C. WHEREAS, the Parties desire to create a permanent, reciprocal, perpetual, and non-exclusive easement over the portions of the WHS Property and the MACU Parcel that are located within the north private driveway corridor adjacent to the MACU Parcel as depicted on the Old WHS Redevelopment Lot 1 subdivision plat map attached hereto as Exhibit "C", as more particularly described on Exhibit "D" attached hereto (the "Easement Property") for pedestrian and vehicular ingress, egress, passage, and traffic upon, over, across, and through the private driveway and sidewalk areas of the Easement Property as may be improved from time to time, to the public roadways commonly known as Main Street and 100 East in Heber City, Wasatch County, Utah, for the use and benefit of the Easement Property by the Parties and their successors and assigns (the "Owners") and the tenants, mortgagees, occupants, licensees, invitees, and contractors of the Owners (the "Permittees"), subject to the limitations hereinafter provided; and

D. WHEREAS, the Parties desire that the Owners and the Permittees shall at all times hold their interests in the WHS Property and the MACU Parcel (collectively referred to hereafter as the "Property") subject to, the rights, easements, privileges, and restrictions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, in consideration of the terms of this Agreement and the recitals set forth above, which are hereby incorporated herein as if fully set forth below, and in consideration of the mutual promises, undertakings, and agreements hereinafter contained, the Parties intending to be legally bound do hereby agree as follows:

ARTICLE I

Easement, Use, Relocation, Indemnification, Casualty, and Condemnation

1.1 Cross-Access Easement. The Parties hereby grant a permanent, reciprocal, perpetual, and non-exclusive easement over the Easement Property, as an easement appurtenant to and for the benefit of the Property, solely for the limited purpose of pedestrian and vehicular ingress, egress, passage, and traffic upon, over, across, and through the private driveway and sidewalk areas on the Easement Property as may be improved from time to time, to the public roadways commonly known as Main Street and 100 East in Heber City, Wasatch County, Utah, for the use and benefit of the Easement Property by the Owners and the Permittees, subject to all existing easements and restrictions of record (the "Access Easement").

1.2 Use. Use of the Easement Property is not exclusively granted, but shall be in common with the use thereof by the Owners and the Permittees. The Owners and the Permittees shall be entitled to use those portions of the Easement Property that lie on their respective portion(s) of the Property for those uses provided herein and for any other reasonable use, so long as such other use does not interfere with or obstruct the use of the Easement Property by any other Owner or Permittee. The Owners shall have the right upon those portions of the Easement Property that shall lie on their respective lot(s) to make any use of the surface and/or the subsurface of such portion of the Easement Property at their sole cost and expense, so long as such use by such Owner does not interfere with or obstruct the use of the Easement Property by any other Owner or Permittee.

1.3 No Relocation and Reconfiguration. Following the improvement of the private driveway, curb and gutter, and sidewalk areas that comprise the Easement Property, no portion of the Easement Property shall be relocated or reconfigured by the Owners, without the written consent of all the Owners, which consent shall not be unreasonably withheld, conditioned, or delayed.

1.4 Indemnification. Each Owner hereby agrees to indemnify, defend, and hold the other Owners and the Permittees harmless from and against any and all liabilities, penalties, losses, damages, costs, and expenses (including reasonable costs and attorney fees), causes of action, claims, demands, and/or judgments for injury to or death of any person or damage to or destruction of any property occurring within the Easement Property as a result of any willful misconduct of such indemnifying Owner.

1.5 Casualty and Condemnation. In the event all or any portion of the Easement Property is: (i) damaged or destroyed by fire or other casualty; or (ii) taken or damaged as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, the respective Owner(s) shall, if reasonably possible, promptly restore, or cause to be restored, that portion of the Easement Property lying upon their respective lot(s) of the Property to ensure continued pedestrian and vehicular ingress, egress, passage, and traffic upon, over, across and through the Easement Property to Main Street and 100 East.

ARTICLE II Taxes, Utilities, and Maintenance

2.1 Taxes and Utilities. The Owners of the Property shall be obligated to pay when due all real estate and other taxes and assessments, all utilities (if any), and any other liability or expense for those portions of the Easement Property located on the Owners respective lot(s) of the Property.

2.2 Maintenance of Easement Property. Each Owner shall maintain or cause to be maintained those portions of the Easement Property located on such Owner's respective lot(s) of the Property in good condition and repair (the "Maintenance"). In the event the Owners cannot agree on the extent, necessity, or cost of the Maintenance, the matter may be submitted by any Owner to mediation as provided below.

The Maintenance of the Easement Property shall without limitation include the Owners' obligation to:

- Maintain, repair, and replace the surface and subsurface of the Easement Property, as necessary;
- Maintain the Easement Property in a level, smooth, and evenly covered condition with the types of materials and at the same grade and elevation as originally used to improve the Easement Property, except that the Owners shall be permitted to use such substitute materials as will in all respects be equal to or better than the materials originally used to improve the Easement Property with respect to quality, appearance, and durability;
- Remove from the Easement Property paper, rubbish, debris, ice, snow, and other hazards to persons using the Easement Property, and wash or thoroughly sweep paved areas of the Easement Property if needed;
- Maintain such appropriate pavement markings, entrance, exit, and directional signs, markers, and lights, so as to be uniform with those used on all the Property; and
- Paint and repaint any traffic lines to maintain the Easement Property in first-class condition, so as to be uniform with and provide for safe traffic flow between the

lots comprising the Property and between the Property and Main Street and 100 East.

**ARTICLE III
Miscellaneous**

3.1 Not a Public Dedication. Nothing contained in this Agreement shall be or shall be deemed to be a dedication or gift of any portion of the Property to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention that this Agreement shall be strictly limited to and for the purposes expressed herein. The Parties and the Owners shall be permitted, from time to time, to take whatever reasonable action they deem necessary to prevent any portion of the Easement Property from being dedicated or taken for public use or benefit.

3.2 Duration. This Agreement and the easements and restrictions herein created, declared, and granted shall be perpetual and shall run with the land.

3.3 Termination and Covenant Liability. Whenever a transfer of ownership of the Property or any portion of the Property occurs, to the extent of the portion transferred, the liability hereunder of the transferor for breach of covenant occurring thereafter automatically shall terminate and the transferee shall become liable for the covenants and obligations herein provided from and after such transfer of ownership.

3.4 Severability. If any term or provision of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

3.5 Enforcement. In the event of a breach of any term, covenant, restriction or condition of this Agreement by any Owner or Permittee, the other Owner(s) and/or Permittee(s) shall have, in addition to the right to collect damages, the right to enjoin such breach or threatened breach in a court of competent jurisdiction.

3.6 Attorneys' Fees. In the event any Owner or Permittee initiates or defends any legal action or proceeding in any way connected with this Agreement, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorneys' fees. All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

3.7 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

3.8 Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens hereof, shall run with the land and are binding upon and inure to the benefit of the Owners and their respective heirs, assigns, successors, and personal representatives.


3.9 Mediation. Notwithstanding any other provision herein to the contrary, in the event a disagreement or dispute arises related to this Agreement and the Access Easement created herein, an Owner and/or a Permittee may demand mediation in Heber City, Utah (the "Requesting Party") and shall give written notice to that effect to the other party (the "Responding Party"). The Requesting Party and the Responding Party shall jointly appoint an acceptable mediator within thirty (30) calendar days of the date the notice of mediation is sent to the Responding Party. A mediator cannot impose a binding decision. The parties must agree before any settlement or agreement is binding. The parties will share equally in the cost and expense of such mediation. The parties' requirement to mediate such disagreement or dispute shall terminate in the event the entire disagreement or dispute is not resolved within sixty (60) calendar days from the date the notice of mediation is sent to the Responding Party, unless otherwise agreed by the parties. Upon termination of the requirement to mediate, as provided above, either party may avail itself of any legal or equitable remedy available to it under Utah law and this Agreement. Nothing in this Section 3.9 shall prohibit either party from filing a lawsuit against the other party to preserve any claim or to seek any emergency injunctive relief in the court system pending the mediation.

3.10 Counterparts. This Agreement may be executed in counterparts and the counterparts taken together shall be deemed an original all of which shall be taken to be one and the same instrument, for the same effect, as if all the Parties hereto had signed the same signature page.

IN WITNESS WHEREOF, the Parties have executed this Cross-Access Easement Agreement as of the Effective Date defined above.

WASATCH SCHOOL:

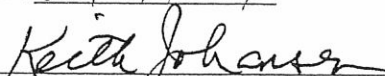
BOARD OF EDUCATION OF WASATCH
COUNTY SCHOOL DISTRICT, a body corporate
and politic of the State of Utah

By:  _____

Name: Blaik Baird

Its: Board President

Date: 06/24/2014

By:  _____

Name: Keith Johansen

Its: Business Administrator

Date: 6/24/14

MOUNTAIN AMERICA:

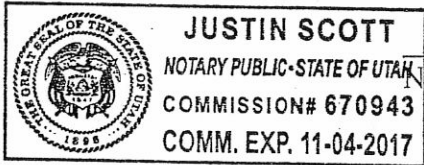
MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation

By: _____
Name: Steve Call
Its: Vice President of Corporate Real Estate & Facilities
Date: _____

ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF Wasatch)

On this 24th day of June, 2014, before the undersigned, a notary public in and for said State, personally appeared BLAIK BAIRD, known or identified to me to be the Board President of the Board of Education of Wasatch County School District, and acknowledged to me that he executed the above Cross-Access Easement Agreement on behalf of Wasatch School for its stated purpose.

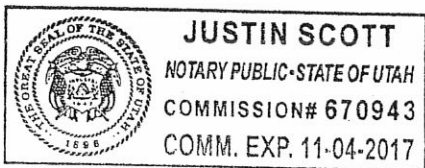


[Signature]
Notary Public

ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF Wasatch)

On this 24th day of June, 2014, before the undersigned, a notary public in and for said State, personally appeared KEITH JOHANSEN, known or identified to me to be the Business Administrator of the Board of Education of Wasatch County School District, and acknowledged to me that he executed the above Cross-Access Easement Agreement on behalf of Wasatch School for its stated purpose.



[Signature]
Notary Public

ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF _____)

On this ____ day of June, 2014, before the undersigned, a notary public in and for said State, personally appeared STEVE CALL, known or identified to me to be the Vice President of Corporate Real Estate and Facilities of Mountain America Federal Credit Union, and acknowledged to me that he executed the above Cross-Access Easement Agreement on behalf of Mountain America for its stated purpose.

Notary Public

EXHIBIT "A"

(Legal description of the WHS Property)

Beginning at a point on the apparent Southerly right-of-way line of 600 South Street, Heber City, Utah, said point lying North 2691.13 feet and West 1798.92 feet from the South One-Quarter corner of Section 5, Township 4 South, Range 5 East, Salt Lake Base and Meridian (Basis of Bearings: North 89°50'38" East between found Wasatch County Survey monuments located at the South One-Quarter and Southeast corners of Section 5, Township 4 South, Range 5 East, Salt Lake Base and Meridian, in conformance with Utah coordinate system 1983 Central Zone Bearings); and running thence South 00°34'24" West 770.63 feet to the beginning of a Non Tangent curve to the right and concave Northerly with a radius of 45.00 feet and from which a radial line bears North 13°19'17" West; thence Westerly 10.70 feet along the arc of said curve through a central angle of 13°37'47" (Chord bears South 83°29'36" West 10.68 feet); thence North 89°41'30" West 531.44 feet to a point on the apparent Easterly Right-of-Way line of U.S. Highway 40; thence North 00°30'43" East 773.83 feet along the apparent Easterly right-of-way line of U.S. Highway 40 to a point on the apparent Southerly right-of-way line of said 600 South Street; thence South 89°29'17" East 542.87 feet along the apparent Southerly right-of-way line of said 600 South Street to the point of beginning (Said apparent Southerly right-of-way line of 600 South Street lies parallel to and is offset 77.50 feet Southerly from a line running between original Heber City Survey Sandstone reference monuments located along 600 South Street at 100 West and 200 East Streets).

LESS AND EXCEPTING THE FOLLOWING REAL PROPERTY:

BEGINNING AT A POINT ON THE SOUTHERN EDGE OF ASPHALT OF 600 SOUTH STREET, HEBER CITY, UTAH, SAID POINT LYING NORTH 2693.88 FEET AND WEST 2106.67 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 00°24'15" WEST 227.30 FEET; THENCE NORTH 89°29'35" WEST 100.00 FEET; THENCE NORTH 89°40'14" WEST 135.53 FEET; THENCE ALONG THE RIGHT-OF-WAY FOR US HIGHWAY 40 NORTH 00°26'35" EAST 227.74 FEET; THENCE SOUTH 89°29'17" EAST 235.38 FEET TO THE POINT OF BEGINNING.

The following is shown for informational purposes only:

Tax Serial No. OHE-1324-0-005-045 and part of Tax Serial No. OHE-1247-0-005-045.

EXHIBIT "B"

(Legal description of the MACU Parcel)

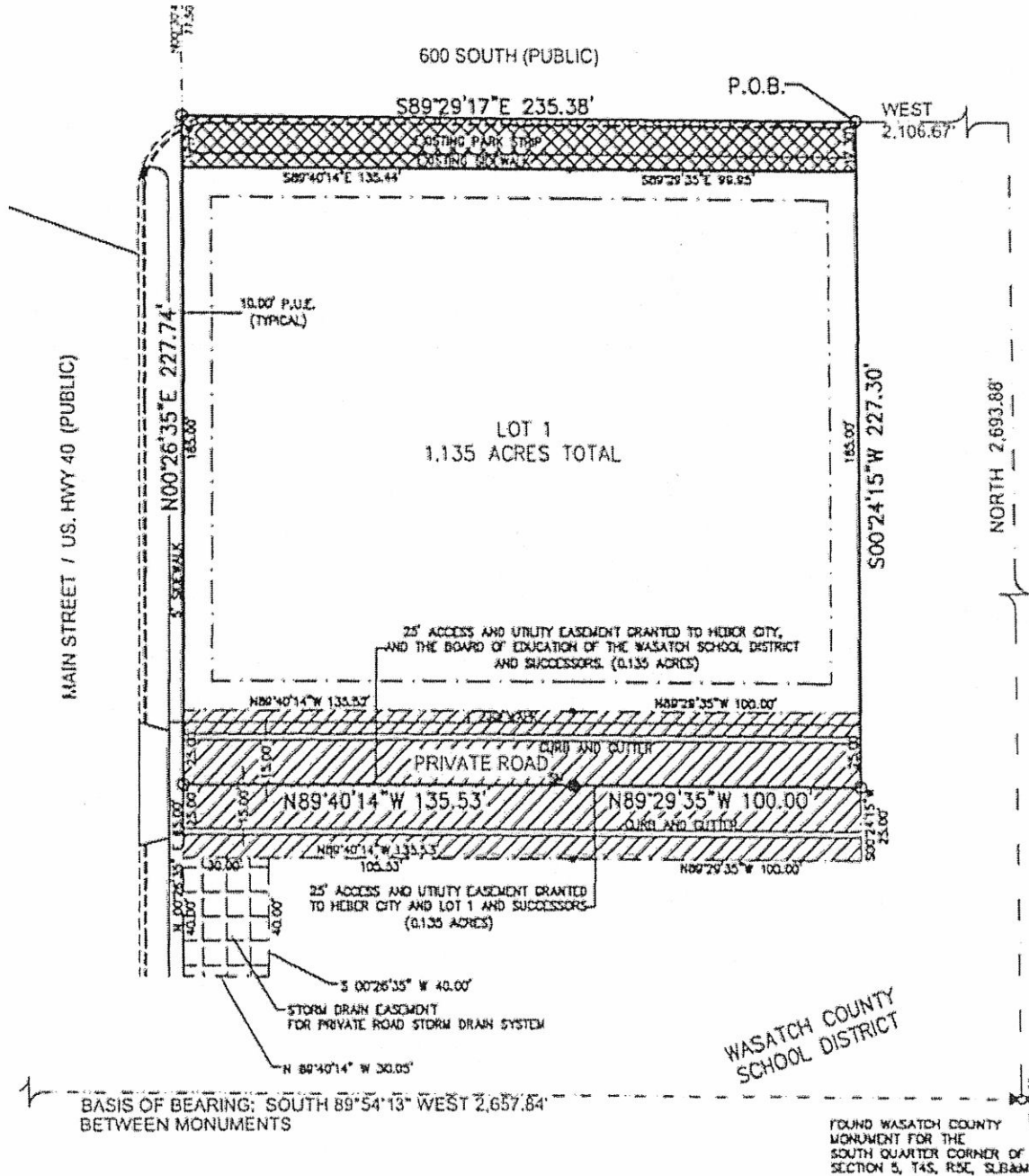
BEGINNING AT A POINT ON THE SOUTHERN EDGE OF ASPHALT OF 600 SOUTH STREET, HEBER CITY, UTAH, SAID POINT LYING NORTH 2693.88 FEET AND WEST 2106.67 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 00°24'15" WEST 227.30 FEET; THENCE NORTH 89°29'35" WEST 100.00 FEET; THENCE NORTH 89°40'14" WEST 135.53 FEET; THENCE ALONG THE RIGHT-OF-WAY FOR US HIGHWAY 40 NORTH 00°26'35" EAST 227.74 FEET; THENCE SOUTH 89°29'17 EAST 235.38 FEET TO THE POINT OF BEGINNING.

*The following is shown for informational purposes only:
Part of Tax Serial No. OHE-1247-0-005-045*

EXHIBIT "C"

(Depiction of the Easement Property)



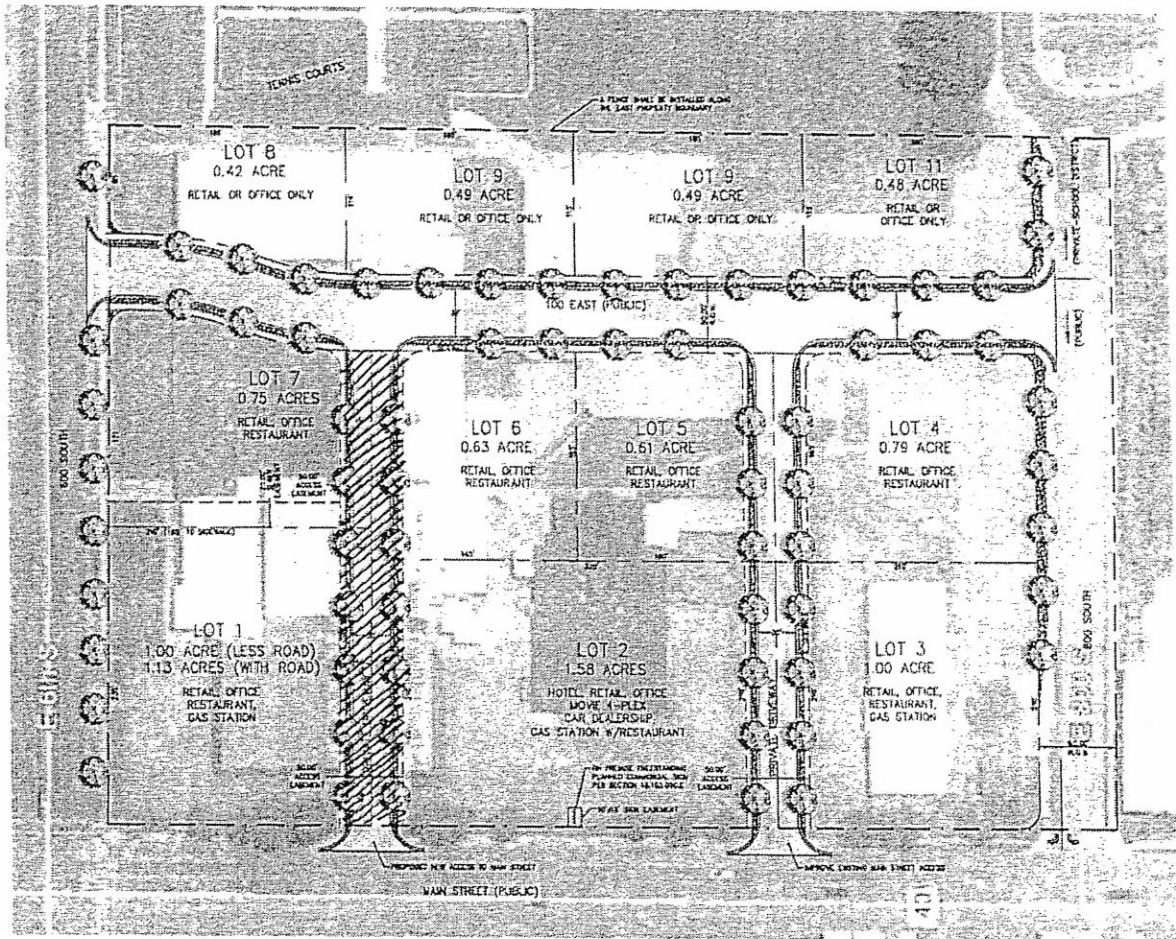


EXHIBIT "D"

(Legal description of the Easement Property)

**Boundary Description
Old WHS Redevelopment
Private Road Easement for Phase 1**

BEGINNING AT A POINT ON THE SOUTHERN EDGE OF ASPHALT OF 600 SOUTH STREET, HEBER CITY, UTAH, SAID POINT LYING NORTH 2693.88 FEET AND WEST 2106.67 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°24'15" WEST 202.30 FEET ALONG THE EAST BOUNDARY OF LOT 1 TO THE POINT BEGINNING FOR THE PRIVATE ROAD EASEMENT;

THENCE SOUTH 00°24'15" WEST 25.00 FEET ALONG THE BOUNDARY OF LOT 1; THENCE SOUTH 00°24'15" WEST 25.00 FEET ON SCHOOL DISTRICT PROPERTY; THENCE NORTH 89°29'35" WEST 100.00 FEET ON SCHOOL DISTRICT PROPERTY; THENCE NORTH 89°40'14" WEST 135.53 FEET ON SCHOOL DISTRICT PROPERTY TO THE EASTERLY RIGHT-OF-WAY OF US HIGHWAY 40. THENCE NORTH 00°26'35" EAST 25.00 FEET ALONG THE EASTERLY RIGHT-OF-WAY OF US HIGHWAY 40 TO THE BOUNDARY OF LOT 1; THENCE NORTH 00°26'35" EAST 25.00 FEET ALONG THE BOUNDARY OF LOT 1 THAT IS SHARED WITH THE EASTERLY RIGHT-OF-WAY OF US HIGHWAY 40; THENCE SOUTH 89°40'14" EAST 135.52 FEET; THENCE SOUTH 89°29'35" EAST 100.00 FEET TO THE POINT OF BEGINNING FOR SAID PRIVATE ROAD EASEMENT.

CONTAINING: 0.27 ACRES
 0.135 ACRES ON LOT 1
 0.135 ACRES ON SCHOOL DISTRICT PROPERTY

**Boundary Description
Old WHS Redevelopment
Future Private Road Easement from Phase 1 to 100 East a Public Street**

BEGINNING AT A POINT ON THE SOUTHERN EDGE OF ASPHALT OF 600 SOUTH STREET, HEBER CITY, UTAH, SAID POINT LYING NORTH 2693.88 FEET AND WEST 2106.67 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°24'15" WEST 202.30 FEET ALONG THE EAST BOUNDARY OF LOT 1 TO A POINT LYING ON THE PRIVATE ROAD EASEMENT IN PHASE 1 AND THE FUTURE PRIVATE ROAD EASEMENT.

THENCE SOUTH 89°29'33" EAST 44.13 FEET; THENCE SOUTH 89°46'13" EAST 96.89 FEET TO THE FUTURE RIGHT-OF-WAY FOR 100 EAST STREET, A PUBLIC STREET; THENCE FOLLOWING THE FUTURE RIGHT-OF-WAY OF 100 EAST ALONG THE ARC

OF A 280.00 FOOT RADIUS CURVE 13.39 FEET TO THE RIGHT (SAID CURVE HAS A CENTRAL ANGLE OF 2°44'22" AND A CHORD BEARING SOUTH 1°35'59" WEST); THENCE SOUTH 00°13'47" WEST 36.62 FEET ALONG THE FUTURE RIGHT-OF-WAY OF 100 EAST; THENCE NORTH 89°46'13" WEST 96.57 FEET; THENCE NORTH 89°29'33" WEST 44.05 FEET TO A POINT ON THE PRIVATE ROAD EASEMENT FOR PHASE 1; THENCE NORTH 00°24'15" EAST 50.00 FEET ALONG THE PRIVATE ROAD EASEMENT IN PHASE 1 TO THE POINT OF BEGINNING FOR SAID FUTURE PRIVATE ROAD EASEMENT.

REAL ESTATE TAX AGREEMENT FORM

Order No. W20126

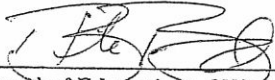
It is hereby understood and agreed between the Buyer(s) and Seller(s) of the property known as 755/765 South Main Street, Heber City, UT 84032

that the taxes for the current year have been adjusted as of this date on the basis of:

Taxes have not been prorated and will be considered a final settlement.

Buyer agrees and acknowledges responsibility for payment of taxes in full when they become due.

Signed this by Seller(s)



Board of Education of Wasatch County School District



Signed this by Buyer(s)

Mountain America Federal Credit Union

FOUNDERS TITLE COMPANY

AFFIDAVIT TO BE SIGNED BY SELLER IN CONNECTION WITH
TITLE INSURANCE POLICY TO BE ISSUED BY FOUNDERS TITLE COMPANY
(VACANT Property)

STATE OF UTAH)
 : ss
County of WASATCH)

Order No. F-W20126
County: WASATCH
State: Utah

The undersigned, being first duly sworn, deposes and says that to the best of our knowledge:

I am a citizen of the United States, of legal age and have never been known by any other name other than that set out below; except, (if none, state "none" none If known by another name give name and dates known as same):

I have owned the property described as follows:

755/765 South Main Street
Heber City, UT 84032

and now being sold by me continuously for 50 years last past, and enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed or questioned to my knowledge, nor do I know of any facts by reason of which the title to, or possession of said property might be disputed or questioned, or by reason of which any claim to any of said property might be asserted adversely to me;

I have no outstanding loans secured by the property and all Lines of Credit which were secured by the property, if any, have been or are hereby closed. Any and all loans secured by the property referenced above, are to be paid in full and a Release or Deed of Reconveyance is to be recorded to terminate such liens against the property as a function of this transaction. NONE

No proceedings in bankruptcy, judgments, state or federal tax liens have ever been instituted by, or against The Board of Education of Wasatch County School District, and I have never made an assignment for the benefit of creditors; except as shown in Founders Title Company Commitment No. F-W20126, referenced above. NONE

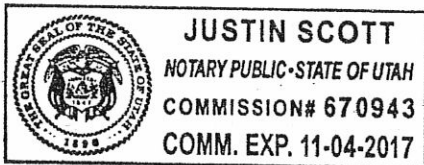
I know of no contracts for the making of repairs or improvements on said premises except as follows (if none, state "none") none

This affidavit is given to induce FOUNDERS TITLE COMPANY to issue its title insurance policy or policies on behalf of Mountain America Federal Credit Union.

Given under my/our hand and seal this 24th day of June, 2014.

[Signature]
Board of Education of Wasatch County
School District
Subscribed and sworn to before me this 24th day of June, 2014.

Notary Public



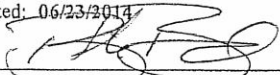
TRANSACTION REVIEW STATEMENT

The undersigned Sellers and Buyers hereby state and acknowledge the FOUNDERS TITLE COMPANY has advised both Seller and Buyer as follows:

1. Each party to any real estate transaction should consult with competent legal counsel in determining the legal and financial ramifications of entering into and completing such transaction. Founders Title Company and their employees cannot and have not given legal advice or other counsel to either Seller or Buyer.
2. Buyer and Seller understand and acknowledge that personal property and/or personal property taxes are not the responsibility of Founders Title Company.
3. The undersigned, jointly and severally have been provided the opportunity to review all documents prepared in conjunction with the above-captioned transaction including, but not limited to, FOUNDERS TITLE COMPANY Commitment to Insure No. F-W20126 .
4. It is understood that the Owners Policy of title insurance issued under the above commitment will contain the exceptions which have previously been approved by the buyer herein.
5. No verbal representations concerning the effects of documents prepared in conjunction with the subject transaction or the information shown in the above-referenced Commitment to insure have been made by FOUNDERS TITLE COMPANY or their employees.
6. If either Seller or Buyer have questions about the consequences of entering into the proposed transaction and the execution of documents prepared in conjunction therewith, they are hereby advised to seek competent legal counsel for adequate explanation thereof and other guidance as may be necessary.
7. **UTILITIES AGREEMENT:** It is hereby acknowledged and understood that any and all service charges or assessments levied by all utility companies will be paid by the Seller and Buyer directly. All final charges to date of closing will be paid directly to utility companies by Seller on or before Buyer take final possession of the property. It is understood that FOUNDERS TITLE COMPANY shall not be liable for the failure of Seller or Buyer to effect said payment(s) nor for any disagreements between Seller or Buyer under this paragraph.
8. **WATER RIGHTS AND MATTERS OF SURVEY:** The undersigned Seller and Buyer do hereby acknowledge that FOUNDERS TITLE COMPANY makes no representation as to the ownership of water rights, claims or title to water.
9. **GENERAL CONDITIONS OF ESCROW:** The parties hereby agree that the closing of this transaction is subject to the General Conditions of Escrow attached and incorporated by this reference
10. All contingencies contained in the Commercial Real Estate Purchase and Sale Agreement executed by the undersigned in conjunction with this transaction have been met to our satisfaction and Founders Title Company is hereby instructed to complete the closing of said transaction.

This affidavit is given for the purpose of inducing FOUNDERS TITLE COMPANY and its Underwriter, Commonwealth Land Title Insurance Company, to issue its policy of title insurance. By signing below, the Seller/Buyer agrees to indemnify FOUNDERS TITLE COMPANY and its Underwriter, Commonwealth Land Title Insurance Company, against any loss or damage resulting from inaccurate information given herein.

Dated: 06/23/2014



 Board of Education of Wasatch County School
 District



 Mountain America Federal Credit Union

