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GROUND LEASE

Dated as of February 1, 2011

Between

BOARD OF EDUCATION OF MORGAN COUNTY SCHOOL DISTRICT,
MORGAN COUNTY, UTAH,

Ground Lessor,

and

LOCAL BUILDING AUTHORITY OF MORGAN COUNTY SCHOOL DISTRICT, MORGAN COUNTY,
UTAH

Ground Lessee.

As set forth in Section 7 hereof, the interest of the Local Building Authority of Morgan County School District, Utah in this Ground Lease and all of its rights hereunder have been assigned to and encumbered in favor of Zions First National Bank, as Trustee under that certain Indenture of Trust, Assignment of Lease Agreements and Security Agreement, dated as of February 1, 2011, between the Local Building Authority of Morgan County School District, Utah and Zions First National Bank, as Trustee, and are subject to the lien and security interest of Zions First National Bank, as Trustee.

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but is only for convenience of reference.)

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GROUND LEASE

THIS GROUND LEASE, dated as of February 1, 2011 (the "*Ground Lease*"), by and between the Board of Education of Morgan County School District, Morgan County, Utah (the "*Board of Education*"), a duly organized and existing body corporate and a political subdivision of the State of Utah, whose mailing address is 240 East Young Street, Morgan, Utah 84050, and the Local Building Authority of Morgan County School District, Morgan County, Utah (the "*Ground Lessee*"), a Utah nonprofit corporation acting as a public entity and instrumentality of the State of Utah, whose mailing address is 240 East Young Street, Morgan, Utah 84050,

W I T N E S S E T H :

WHEREAS, the Board of Education is the owner of certain tracts of land located in Morgan City, Morgan County, Utah, as more particularly described on *Exhibit A* attached hereto and made a part hereof by this reference (collectively, the "*Facility Sites*"); and

WHEREAS, the Board of Education is of the opinion that the Facility Sites should be developed by the acquisition and construction on the Facility Sites of a physical education and athletic facility, a school bus maintenance and storage facility, and related facilities (collectively, the "*Facilities*"); and

WHEREAS, the Board of Education desires to enter into this Ground Lease to lease the Facility Sites to the Ground Lessee which will, simultaneously with the execution hereof, execute that certain Master Lease Agreement, dated as of February 1, 2011 (the "*Lease*"), by which the Ground Lessee will sublease the Facility Sites and lease the Facilities thereon to the Board of Education; and

WHEREAS, the Board of Education desires the Ground Lessee to finance the Facilities by the issuance of the Ground Lessee's Lease Revenue Bonds, Series 2011 (the "*Series 2011 Bonds*") under the Local Building Authority Act, Chapter 2 of Title 17D of the Utah Code Annotated 1953, as amended (the "*Act*"), and that certain Indenture of Trust, Assignment of Lease Agreements and Security Agreement, dated as of February 1, 2011, as heretofore supplemented and amended (the "*Indenture*"); and

WHEREAS, the Board of Education and the Ground Lessee are respectively empowered to enter into this Ground Lease pursuant to applicable law, including particularly Section 17D-2-404 of the Utah Code Annotated 1953, as amended; and

WHEREAS, the Board of Education agrees and consents to the assignment of the Ground Lessee's interests herein to the Trustee under the Indenture for security purposes and to the other terms and conditions thereof all as herein provided in connection with the issuance and sale of the Series 2011 Bonds;

NOW, THEREFORE, in consideration of the payment of rental and the performance of the mutual promises and agreements herein contained, the parties hereto agree as follows:

Section 1. Definitions. All capitalized terms used herein and not otherwise defined herein or in the preambles hereto shall have the same meaning when used herein as such terms have when used in the Lease or the Indenture, as applicable.

Section 2. Demised Premises. (a) The Board of Education hereby leases to the Ground Lessee the Facility Sites, subject only to Permitted Encumbrances.

(b) So long as no Event of Default or Event of Nonappropriation has occurred under the Lease and is then continuing, the Board of Education and the Ground Lessee may make, from time to time, without the consent of the Trustee or the owners of the Bonds, such modifications, alterations, amendments or additions to, or deletions from, the Facility Sites as the Board of Education and the Ground Lessee mutually agree to be necessary and desirable to facilitate the use and development by the Board of Education, its successors, permitted sublessees and assigns, of the Facility Sites; *provided, however*, that the portion of the Facility Sites remaining subject to this Ground Lease after any such modification, alteration, amendment to, or deletion from, the Facility Sites shall (i) be capable of being operated as separate and independent functional units without additional cost to the occupant, (ii) have adequate access to and from public streets and easements for the maintenance of all utilities and (iii) not be in violation of any law, rule, regulation, ordinance, covenant or restriction relating thereto. The Board of Education and the Ground Lessee hereby further covenant not to agree to any modification, alteration, amendment or addition to or deletion from the Facility Sites which would reduce the fair rental value of the Leased Property remaining subject to the Lease (such value to be determined in the manner provided in Section 13.01(b) of the Lease) below the Rentals payable under the Lease or adversely affect status of the Bonds as qualified school construction bonds. Upon such modification, alteration, amendment or addition to or deletion from the Facility Sites, the Board of Education and the Ground Lessee shall execute and cause to be recorded an amendment to this Ground Lease reflecting the release of such portion of the Facility Sites from the terms hereof.

(c) Without the consent of the Trustee or the owners of the Bonds and if no Event of Default under the Lease or under the Indenture or default hereunder shall have happened and be continuing, the Board of Education may at any time or times grant easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property or rights included in the Indenture, free from the lien of the Indenture, or the Board of Education may release existing easements, licenses, rights-of-way and other rights or privileges with or without consideration, and the Ground Lessee agrees that it shall execute and deliver and will cause and direct the Trustee to execute and deliver any such instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege upon receipt of: (i) a copy of the instrument of grant or release; (ii) a written application signed by an Authorized Lessee Representative requesting such instrument; and (iii) a certificate executed by an Authorized Lessee Representative stating that such grant or release (A) is not detrimental to the proper conduct of the operations of the Board of Education and (B) will not impair the effective use or interfere with the operation of the Mortgaged Property and will not materially weaken, diminish or impair the security intended to be given by or under the Indenture.

Section 3. Ownership; Possession. The Board of Education represents, warrants and covenants that it has marketable fee title to the Facility Sites described in *Exhibit A* attached hereto and incorporated herein by this reference, subject only to Permitted Encumbrances. The Board of Education shall forthwith upon execution hereof deliver to the Ground Lessee possession of the Facility Sites, and the Ground Lessee hereby agrees to accept such possession upon execution hereof.

Section 4. Term. This Ground Lease shall commence as of the date hereof and expire on the first to occur of any of the following events: (a) June 2, 2025; (b) June 1, 2025, upon payment of all Base Rentals for all Renewal Terms and all then accrued Additional Rentals under the Sublease; (c) when the lien of the Indenture shall have been discharged with respect to the Series 2011 Bonds in accordance with the terms thereof, other than by foreclosure of such lien; or (d) upon payment in full of all Bonds issued under the Indenture, together with interest and premium (if any) thereon, in the event the Trustee has exercised its remedy under the Indenture to foreclose on the Leased Property (subject to this Ground Lease) as therein provided.

Notwithstanding anything herein to the contrary, in the event the capital actually invested (as defined in the Act) by the Ground Lessee in improvements constructed upon the Facility Sites has not been fully repaid by the Board of Education at the expiration of the term of this Ground Lease, the Ground Lessee, or the Trustee on its behalf, shall have the option to renew this Ground Lease, on the same terms and conditions as set forth herein, for an additional term sufficient to repay said capital, which term shall not extend beyond forty years.

Section 5. Rent. The Ground Lessee shall pay to the Board of Education an advance rent of \$1.00 as full consideration for this Ground Lease over the term hereof.

Section 6. Purpose. The Ground Lessee shall use the Facility Sites solely for the purpose of leasing the Leased Property and the Facilities to the Board of Education pursuant to the Lease and for such purposes as may be incidental thereto; *provided*, that in the event of the occurrence of an Event of Nonappropriation or an Event of Default under the Lease, the Trustee and any successor or assign thereof may (i) exercise the remedies provided in the Lease and in the Indenture, (ii) use the Facility Sites for any lawful purpose and any applicable legal limitations or restrictions, and (iii) exercise all options provided herein.

Section 7. Assignments and Subleases. The Ground Lessee shall not assign or sublet the Facility Sites, except as provided in the Lease and the Indenture; *provided*, that in the event of the occurrence of an Event of Nonappropriation or an Event of Default under the Lease, the successor in interest to the Ground Lessee may fully and freely assign and sublease the Facility Sites or any portion thereof, subject to this Ground Lease.

Section 8. Right of Entry. The Board of Education and its designated representatives shall have the right to enter upon the Facility Sites during reasonable business hours (and in emergencies at all times) (a) to inspect the same and (b) for any purpose connected with the Board of Education's rights or obligations under this Ground Lease.

Section 9. Expiration. The Ground Lessee agrees, upon the expiration or termination of this Ground Lease, to quit and surrender the Facility Sites in good order and condition, reasonable wear and tear excepted, *provided* that the Facilities existing upon the Facility Sites at the time of the termination or expiration of this Ground Lease shall remain thereon and title thereto shall vest in the Board of Education free and clear of any interest of the Ground Lessee or the Trustee. Prior to such termination or expiration, title to the Facilities shall remain in the Ground Lessee, subject to the Lease and the Indenture.

Section 10. Quiet Enjoyment. Subject to Section 2 hereof, the Ground Lessee at all times during the term of this Ground Lease shall peaceably and quietly have, hold and enjoy the Facility Sites.

Section 11. Amendments, Changes and Modifications. So long as any Series 2011 Bonds are outstanding under the Indenture, this Ground Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee in accordance with the Indenture.

Section 12. Taxes. The Board of Education covenants and agrees to pay any and all taxes and assessments levied or assessed upon the Facility Sites.

Section 13. Eminent Domain. If the whole or any part of the Leased Property shall be taken under the power of eminent domain, the effect of such taking upon this Ground Lease shall be in accord with Section 10.01 of the Lease relating to eminent domain; *provided*, that the Board of Education hereby agrees, to the extent permitted by law, that the compensation to be paid in any condemnation proceedings brought by or on behalf of the Board of Education with respect to the Leased Property shall be in an amount not less than the total principal of, and premium (if any) and interest on, the Series 2011 Bonds then outstanding and other amounts payable under the Lease or the Indenture. If the whole or any part of the Leased Property shall be taken under the power of eminent domain after the termination of the Board of Education's possessory interests under the Lease, the following provisions shall apply:

(a) In the event of a partial taking of the Leased Property, the Ground Lessee shall have the option to terminate this Ground Lease by written notice to the Board of Education delivered within thirty (30) days after the date of such taking. If the Ground Lessee shall not elect to terminate this Ground Lease as herein provided, this Ground Lease shall remain in full force and effect with respect to that portion of the Leased Property not so taken.

(b) All awards and payments on account of any taking (including all amounts thereof in respect to any portion of the Leased Property) shall be paid to the Ground Lessee to be distributed in the following order of priority:

(i) To the Ground Lessee, (A) the value of any and all of the Bond-financed Facilities located on the Facility Sites, but in no event less than the principal amount of the Series 2011 Bonds then outstanding, plus (B) any amount assessed for the Ground Lessee in the action or proceeding for condemnation with respect to removal or relocation costs or damages to any personal property or detriment to the operations of the Ground Lessee or any special damages to the Ground Lessee. Nothing contained in this Subsection shall be deemed to limit the right of the Ground Lessee to damages accruing from the date said damages are assessed in any condemnation proceeding or action.

(ii) To the Board of Education, the entire award except the portion allotted to the Ground Lessee above.

Section 14. Default by Ground Lessee. (a) The occurrence of the following shall constitute a material default and breach of this Ground Lease by the Ground Lessee: any failure by the Ground Lessee to observe and perform any provision of this Ground Lease to be observed or performed by the Ground Lessee, where such failure continues for thirty (30) days after written notice thereof by the Board of Education to the Ground Lessee; *provided however*, that if the nature of such default is such that the same cannot reasonably be cured within such 30-day period, the Ground Lessee shall not be deemed to be in default if the Ground Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion.

(b) In the event any such default by the Ground Lessee shall have happened and be continuing, the Board of Education shall have the right, at its option without any further demand or notice, to take whatever action as law or in equity may appear necessary or desirable to enforce its rights under this Ground Lease.

Section 15. Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

If to the Board of Education, to:

Board of Education of Morgan County School District,
Morgan County, Utah
240 East Young Street
Morgan, Utah 84050
Attention: Business Administrator

If to the Ground Lessee, to:

Local Building Authority of Morgan County School
District, Morgan County, Utah
240 East Young Street
Morgan, Utah 84050
Attention: President

Section 16. Partial Invalidity. If any one or more of the terms, provisions, promises, covenants or conditions of this Ground Lease, or the application thereof to any person or circumstance, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction each and all of the remaining terms, provisions, promises, covenants and conditions of this Ground Lease, and the application thereof to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 17. Third-Party Beneficiaries. This Ground Lease is executed in part to induce the purchase by others of the Bonds, and for the further securing of the Bonds, and, accordingly, as long as any Bonds are outstanding, all respective covenants and agreements of the parties herein contained are hereby declared to be for the benefit of the owners from time to time of the Bonds, but may be enforced by or on behalf of such owners only in accordance with the provisions of the Indenture. Except as otherwise provided in Section 18 hereafter, the Ground Lease shall not be deemed to create any right in any person who is not a party (other than the permitted successors and assigns of a party hereto) and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto), except in each case the owners from time to time of the Bonds and the Trustee.

Section 18. Leasehold Mortgage. The Ground Lessee may mortgage its interest under this Ground Lease, and if the Ground Lessee or mortgagee under any mortgage of the estate created hereby (or any successor to or assignee of such mortgagee) shall give notice to the Board of Education of the existence of such mortgage and of the mortgagee's mailing address, the following provisions shall apply:

(a) This Section is for the benefit of any Leasehold Lender, as hereinafter defined. The Ground Lessee may at any time execute and deliver one or more mortgages or deeds of trust ("*Leasehold Mortgages*"), without the consent of the Board of Education, except as otherwise provided in the Indenture. If either the Ground Lessee or the mortgagee, grantee or corporate trustee under any such Leasehold Mortgage shall send the Board of Education a notice advising of the existence of such a Leasehold Mortgage and the address of the mortgagee, grantee or corporate trustee thereunder for the service of notices, such mortgagee, grantee or corporate trustee shall be deemed to be a "*Leasehold Lender*". The Ground Lessee has, simultaneously with the execution of this Ground Lease, assigned for security purposes all of its right, title, interest, estate, claims and demands hereunder to the Trustee under the Indenture. The Board of Education hereby consents to such assignment by the Ground Lessee pursuant to the

Indenture. For purposes of this Section 18, the Indenture shall be deemed to be a Leasehold Mortgage and the Trustee a Leasehold Lender with respect to which all appropriate notices under this Section 18(a) have been received by the Board of Education. The Board of Education shall be under no obligation under this Section to any mortgagee, grantee or corporate trustee under a Leasehold Mortgage of whom the Board of Education has not received such notice.

(b) If a default shall occur under this Ground Lease, written notice to that effect shall be sent by the Board of Education to each Leasehold Lender, and the Board of Education shall take no action to terminate this Ground Lease or to interfere with the occupancy, use or enjoyment of the Facility Sites, provided that:

(i) If such default shall be a default in the payment of any installment of rent, such Leasehold Lender shall remedy such default not later than thirty (30) days after the receipt of such notice; or

(ii) If such default shall be a default in observing or performing any other covenant or condition to be observed or performed by the Ground Lessee hereunder, and such default can be remedied by the Leasehold Lender without obtaining possession of the Facility Sites, such Leasehold Lender shall remedy such default not later than sixty (60) days after the giving of such notice, provided that in the case of a default which cannot with diligence be remedied, or the remedy of which cannot be commenced, within such sixty (60) days, such Leasehold Lender shall have such additional period as may be necessary to remedy such default with diligence and continuity; or

(iii) In the event that the Ground Lessee shall default under any of the provisions of this Ground Lease, the Leasehold Lender, without prejudice to its rights against the Ground Lessee, shall have the right to make good such default within the applicable grace periods provided for in the preceding clause (ii) of this Section 18(b), whether the same consist of the failure to pay rent or the failure to perform any other matter or thing which the Ground Lessee is hereby required to do or perform, and the Board of Education shall accept such performance on the part of the Leasehold Lender as though the same had been done or performed by the Ground Lessee. For such purpose, the Board of Education and the Ground Lessee hereby authorize the Leasehold Lender to enter upon the Facility Sites and to exercise any of the Ground Lessee's rights and powers under this Ground Lease, and subject to the provisions of this Ground Lease and the Leasehold Mortgage; or

(iv) If such default shall be a default which can only be remedied by such Leasehold Lender upon obtaining possession of the Facility Sites such Leasehold Lender shall seek to obtain such possession with diligence and continuity, through a receiver or otherwise, and shall remedy such default within thirty (30) days after obtaining such possession, provided that in the case of a default which cannot with diligence be remedied, or the remedy of which cannot

be commenced, within such period of thirty (30) days, such Leasehold Lender shall have such additional period as may be necessary to remedy such default with diligence and continuity, and provided that any non-curable default shall, to the extent permitted by law, be deemed waived by the Board of Education; and

(v) Upon compliance with the foregoing, any notice of the Board of Education advising of any such default or any action by the Board of Education to terminate this Ground Lease or to interfere with the occupancy, use or enjoyment of the Facility Sites by reason thereof shall be deemed rescinded and this Ground Lease shall continue in full force and effect.

(c) If any Leasehold Lender or a person designated by such Leasehold Lender shall either become the owner of the interest of the Ground Lessee hereunder upon the exercise of any remedy provided for in the Leasehold Mortgage, or shall enter into a new lease with the Board of Education as provided in Section 18(d) below, such Leasehold Lender or such person shall have the right to assign to any person such interest or such new lease upon notice to the Board of Education, without obtaining the consent or approval of the Board of Education.

(d) If this Ground Lease shall terminate for any reason or be rejected or disaffirmed pursuant to the bankruptcy law or other law affecting creditors' rights, any Leasehold Lender, or a person designated by such Leasehold Lender, shall have the right, exercisable by notice to the Board of Education within sixty (60) days after the effective date of such termination, to enter into a new lease of the Facility Sites with the Board of Education. The term of such new lease shall begin on the date of the termination of this Ground Lease and shall continue for the remainder of the term of this Ground Lease. Such new lease shall otherwise contain the same terms and conditions as those set forth herein, except for requirements which are no longer applicable or have already been performed. It is the intent of the parties hereto that such new lease shall have the same priority relative to other rights or interests to or in the fee in the Facility Sites covered by this Ground Lease, and the Ground Lessee and the Board of Education shall undertake to cause to be subordinated to such new lease any lien or encumbrance which is subject to this Ground Lease. The provisions of this Section 18(d) shall survive the termination of this Ground Lease and shall continue in full force and effect thereunder to the same extent as if this Section 18(d) were a separate and independent contract among the Board of Education, the Ground Lessee and each Leasehold Lender. From the date on which any Leasehold Lender shall serve upon the Board of Education the aforesaid notice of the exercise of its rights to a new lease, such Leasehold Lender may use and enjoy the Facility Sites without hindrance by the Board of Education.

(e) No surrender (except a surrender upon the expiration of the term of this Ground Lease or upon termination by the Board of Education pursuant and subject to the provisions of this Ground Lease) by the Ground Lessee to the Board of Education of this Ground Lease, or of the Facility Sites, or any part thereof, or any interest therein, and no termination of this Ground Lease may occur except as expressly provided herein, nor may any of the terms hereof be amended, modified, changed or cancelled without the

prior written consent of each Leasehold Lender, including but not limited to the Trustee as provided in the Indenture.

(f) No Leasehold Lender shall become personally liable for the performance or observance of any covenants or conditions to be performed or observed by the Ground Lessee unless and until such Leasehold Lender becomes the owner of the Ground Lessee's interest hereunder upon the exercise of any remedy provided for in any Leasehold Mortgage or enters into a new lease with the Board of Education pursuant to Section 18(d) above. Thereafter, such Leasehold Lender shall be liable for the performance and observance of such covenants and conditions only during the time period such Leasehold Lender owns such interest or is the Ground Lessee under such new lease, and any such liability shall be non-recourse, limited solely to the extent of the Leasehold Lender's interest in the Facility Sites.

(g) The Board of Education and the Ground Lessee each hereby designate each and every Leasehold Lender to receive duplicate original copies of all notices, undertakings, demands, statements, documents and other communications which the Board of Education or the Ground Lessee is required or permitted to give, make, deliver to or serve upon the other under the terms of this Ground Lease.

(h) Notwithstanding anything herein to the contrary, this Ground Lease shall not be construed in any manner to subordinate the fee title of the Board of Education in the Facility Sites to any such Leasehold Mortgage or any other security given by the Ground Lessee to secure obligations incurred or to be incurred to finance the acquisition of the Facilities on the Facility Sites. No Leasehold Lender or any other person under any other such security agreement or instrument shall be entitled to any recourse against the Board of Education in satisfaction of any obligations so secured. It is hereby expressly acknowledged and agreed by the Ground Lessee and any Leasehold Lender that the Board of Education is not in any manner personally obligated on any obligation (including but not limited to the Bonds) incurred or to be incurred by the Ground Lessee to finance the acquisition of the Facilities on the Facility Sites and secured by an interest in the leasehold estate of the Ground Lessee hereunder, and neither the Ground Lessee, any Leasehold Lender nor any other person shall have any right of recourse against the Board of Education hereunder, except to the extent of the assignment of the Ground Lessee's leasehold estate as herein provided.

Section 19. No Merger. Neither this Ground Lease nor the Lease nor any provisions hereof or thereof shall be construed to effect a merger of the title of the Board of Education to the Facility Sites under this Ground Lease and the Board of Education's leasehold interests therein under the Lease.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have caused this Ground Lease to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereunto affixed, as of the day and year first above written.



[SEAL]

GROUND LESSOR:

BOARD OF EDUCATION OF MORGAN COUNTY
SCHOOL DISTRICT, MORGAN COUNTY,
UTAH

By 
President

ATTEST AND COUNTERSIGN:

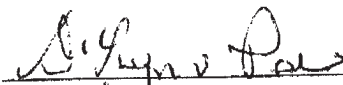
By 
Business Administrator

GROUND LESSEE:

LOCAL BUILDING AUTHORITY OF MORGAN
COUNTY SCHOOL DISTRICT, MORGAN
COUNTY, UTAH

By 
President

ATTEST:

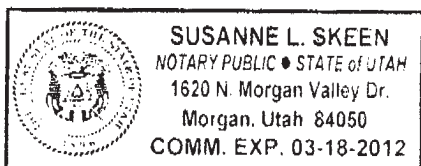

Secretary-Treasurer

ACKNOWLEDGMENTS

STATE OF UTAH)
 : SS.
COUNTY OF MORGAN)

On the 22nd day of February, 2011, Joey Skinner and D'Lynn Poll personally appeared before me and did affirm that they are the President of the Board of Education and Business Administrator, respectively, of Morgan County School District, Morgan County, Utah, the governmental body described in, and which executed, the foregoing instrument, and that such instrument was signed on behalf of the Board of Education by such officers by authority of a duly adopted resolution of the Board of Education.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

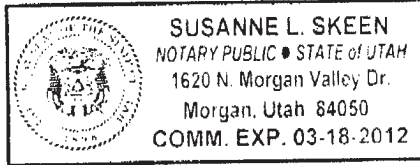


Susanne L. Skeen
NOTARY PUBLIC
Residing at: Morgan Utah

STATE OF UTAH)
 : SS.
COUNTY OF MORGAN)

On the 22nd day of February, 2011, Joey Skinner and D'Lynn Poll personally appeared before me and did affirm that they are the President and Secretary, respectively, of the Local Building Authority of Morgan County School District, Morgan County, Utah, the Utah nonprofit corporation described in, and which executed, the foregoing instrument, and that such instrument was signed on behalf of such corporation by such officers by authority of its bylaws and a duly adopted resolution of its Board of Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.



Susanne L. Skeen
NOTARY PUBLIC
Residing at: Morgan Utah

EXHIBIT A

The tracts of land constituting the Facility Sites are located in Morgan County, State of Utah, and are more particularly described as follows:

PHYSICAL EDUCATION FACILITY SITE

Situated in Morgan County, Utah:

A part of the North Half of Section 36, Township 4 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 2842.73 feet North 0°25'20" West along the Township Line and 2617.22 feet South 89°34'40" West from the Southeast Corner of said Section as Monumented by a ½-inch Diameter Aluminum Pipe; and running thence South 67°01'48" West 334.34 feet; thence North 22°58'12" West 220.00 feet; thence North 67°01'48" East 334.34 feet; thence South 22°58'12" East 220.00 feet to the point of beginning.

Contains 1.689 Acres

SCHOOL BUS FACILITY SITE

Situated in Morgan County, Utah:

A part of Lot 2, River Lodge Subdivision, in Morgan City, Morgan County, Utah, being in the Northeast Quarter of Section 36, Township 4 North, Range 2 East and the Northwest Quarter of Section 31, Township 4 North, Range 3 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 98.00 feet North 53°13'19" West along the Northerly line of said Lot 2 from the Northeast Corner of said Lot 2; and running thence South 37°35'18" West 556.05 feet to the Southerly line of said Lot 2, thence three (3) courses along said Southerly line of Lot 2 as follows: North 6°12'14" West 70.95 feet North 23°34'09" West 102.66 feet; and North 39°29'22" West 95.02 feet; thence North 7°08'11" East 290.36 feet to the Northerly line of said Lot 2; thence three (3) courses along said Northerly line as follows: South 82°51'49" East 307.98 feet; Southeasterly along the arc of a 199.14 foot radius curve to the right a distance of 103.02 feet (Central Angle Equals 29°38'30" and Center Bears South 7°08'11" West Long Chord bears South 68°02'34" East 101.88 feet); and South 53°13'19" East 15.19 feet to the point of beginning.

Contains 2.913 Acres