

**ADDENDUM #1 TO DEVELOPMENT AGREEMENT
FOR EDELWEISS**

DRAPER, UTAH

DATED: March 31, 2015

Parcel no: 34:10:300:028

This Addendum #1 to DEVELOPMENT AGREEMENT FOR EDELWEISS is entered into as of the 31st day of March, 2015, by and among **Draper City**, a municipal corporation and political subdivision of the State of Utah ("City"), and **Edelweiss Investors, LLC** a Utah limited liability company (the "Developer"), as owner and developer of a master planned project (the "Project"). The City and Developer are sometimes collectively referred to in this Addendum #1 and the Development Agreement as the "Parties".

RECITALS

A. The Parties hereto entered into a certain master Development Agreement ("Development Agreement") on December 2, 2014, regarding the development of approximately fifty-nine (59) acres of real property located within the boundaries of the City and as more fully described in **Exhibit A** ("Property") on which the Developer would develop the Project.

B. The Development Agreement under paragraph 8.2 contemplated that certain improvements must be made to the City's existing culinary water supply system in order for the City's system to have the capacity to provide culinary water services to the Project.

C. The Development Agreement further considered that the City would construct a new pump station and transmission pipeline.

D. The City has made necessary improvements to the culinary water supply system, including the addition of improvements to provide connections to over eight hundred (800) equivalent residential units.

E. The Parties now desire to add further agreement to the culinary water supply system portion of the Development Agreement, and have agreed to the following:

AGREEMENT

1. Upon receipt of payment from Developer (as set forth below), City hereby shall sell and transfer to Developer connections into the City's culinary water supply system for one hundred eighty-one (181) equivalent residential units.

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH

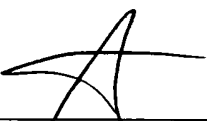
CITY OF DRAPER
1020 E PIONEER RD
DRAPER UT 84020
BY: SRP, DEPUTY - MA 5 P.


2. The connections provided for the equivalent residential units are equipped with a three-fourths (3/4) inch connection.
3. The Developer hereby agrees to pay the City two thousand seven hundred dollars (\$2,700) per equivalent residential unit connection, for a total of four hundred eighty- eight thousand and seven hundred dollars (\$488,700).
4. If Developer determines it is not in need of all one hundred eighty-one equivalent residential unit connections, the Developer shall notify the City, in writing, of a desire to decrease the number of equivalent residential unit connections purchased under this Agreement, and City will agree to issue a refund at the cost paid per unit.
5. This agreement does not contemplate or account for the cost associated with converting the three-fourth (3/4) inch connection to a one (1) inch connection to accommodate the legal requirements with respect to the installation of fire sprinklers or other legal requirements, if any such conversion is required.
6. Units requiring a one (1) inch connection will need to pay an additional rate, as outlined in the consolidated fee schedule to convert the three-fourths (3/4) inch equivalent residential units.
7. All other terms of the Development Agreement remain in full force and effect.

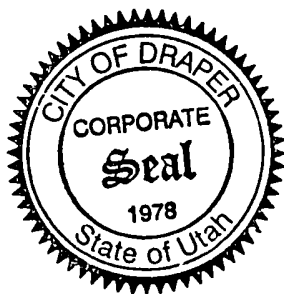
IN WITNESS WHEREOF, the Parties hereto have caused this Addendum #1 to be duly executed as of the date first written above.


DEVELOPER
Edelweiss Investors, LLC

CITY
Draper City


By: Nathan Sharp
Its: manager


By: Troy K. Walker
Its: Mayor



ATTEST:

City Recorder

**ADDENDUM #2 TO DEVELOPMENT AGREEMENT
FOR EDELWEISS**

DRAPER, UTAH

DATED: May 17, 2016

THIS Addendum #2 to DEVELOPMENT AGREEMENT FOR EDELWEISS is entered into as of the 17th day of May, 2016, by and among Draper City, a municipal corporation and political subdivision of the State of Utah ("City"), and MREC DAI Edelweiss LLC, a Delaware limited liability company (the "Developer"), the owner and developer of a master planned project (the "Project"). The City and Developer are sometimes collectively referred to in this Addendum #2 and the Development Agreement as the "Parties".

RECITALS

A. The City and Developer (as successor in interest to Edelweiss Investors, LLC, a Utah limited liability company) are parties to a certain master Development Agreement ("Original Development Agreement") on December 2, 2014, regarding the development of approximately fifty-nine (59) acres of real property located within the boundaries of the City and as more fully described in Exhibit A ("Property") on which the Developer would develop the Project. The Original Development Agreement was amended pursuant to that certain Addendum #1 to Development Agreement for Edelweiss dated March 31, 2015 (the "First Amendment," and together with the Original Development Agreement, collectively the "Development Agreement"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Development Agreement.

B. The Parties now desire to amend the Development Agreement to memorialize the Parties' agreement to allow the Developer to obtain a special land disturbance permit that will allow the Developer to construct certain sanitary and storm sewer systems and related grading activities, the plans for which have not been submitted by the Developer to the City.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer agree as follows:

1. The Developer may submit engineering plans for the construction of certain sanitary and storm sewer systems and related grading activities, without first obtaining approval of the Preliminary or Final Subdivision Plat. The City agrees to issue such permits as may be required for the construction of such sanitary and storm sewer systems and related grading activities, upon request by Developer therefore, approval of plans by the City's engineer, which approval may require compliance with applicable geologic and geotechnical reports, and payment by Developer of any associated bonds and fees. The City agrees that approval of any such permits shall not be withheld based upon the status of Developer's subdivision plat application currently pending with the City. If there is any disagreement over the extent of work allowed under this Agreement, City shall have unilateral authority to make the final decision. The Developer acknowledges that Developer bears all risk if the alignment relating to such sewer line and storm drainage system must be changed in order to comply with adopted engineering

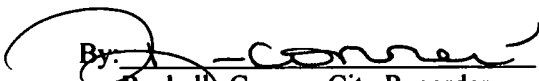
standards, city codes or any other requirements necessitated for final plat approval. Developer shall also obtain written approval from South Valley Sewer District prior to beginning any work. Developer also acknowledges that approval of this agreement is not the basis for any future approvals and cannot compel City to agree to any future approvals resulting from City's approval of this agreement

2. All other terms of the Development Agreement remain in full force and effect.

3. Legal Remedies to Enforce Addendum #2. Developer shall have the rights and remedies available at law and in equity, including injunctive relief and specific performance, but not including damages or attorney's fees.

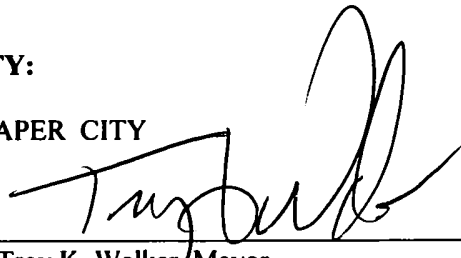
IN WITNESS WHEREOF, the parties hereto have executed this Addendum #2 effective as of the day and year first written above.

ATTEST:

By: 
Rachelle Conner, City Recorder

CITY:

DRAPER CITY

By: 
Troy K. Walker, Mayor

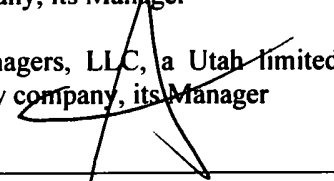


DEVELOPER:

MREC DAI EDELWEISS LLC a Delaware limited liability company

By: Edelweiss Draper, LLC, a Utah limited liability company, its Manager

By: DAI Managers, LLC, a Utah limited liability company, its Manager

By: 
Name: Nathan Shipp
Its: Manager

1369754

Exhibit A – Property Description

**Development Associates – Edelweiss
West Parcel**

Parcel no. 34-10-300.028

A part of Government Lot 3 and a part of the Northwest Quarter of the Southwest Quarter of Section 10, Township 4 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the North Line of said Government Lot 3 being 315.92 feet South 89°44'21" East along the Quarter Section Line from the West Quarter Corner of said Section 10; and running thence South 89°44'21" East 835.76 feet along said Quarter Section Line to the Southwesterly Line of the Water District Right-of-way as it exists at 50.00 foot width; thence South 30°20'19" East 1526.05 feet along said Southwesterly Line of the Water District Right-of-way to the North Boundary of Stoneleigh Heights at Suncrest Phase 3 Planned Unit Development; thence North 89°53'02" West 1606.60 feet along the North Boundary of said Stoneleigh Heights at Suncrest Phase 3 and Phase 2 to the Northwest Corner thereof; thence North 0°00'05" East 1317.61 feet along the West Boundary of Stoneleigh Heights at Suncrest Phase No. 1 and said line extended to the point of beginning.

**Contains 1,607,338 sq. ft.
or 36.899 acres**

**Development Associates – Edelweiss
East Parcel**

A part of the Northwest Quarter of the Southwest Quarter of Section 10, Township 4 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at the Northeast Corner of said Northwest Quarter of the Southwest Quarter of said Section 10 being 2339.80 feet South 89°44'21" East along the Quarter Section Line from the West Quarter Corner of said Section 10; and running thence South 0°12'20" West 1314.88 feet along the Sixteenth Section Line to the Sixteenth Section Line; thence North 89°57'12" West 352.93 feet along said Sixteenth Section Line to the Northeasterly Line of the Water District Right-of-way as it exists at 50.00 foot width; thence North 30°20'19" West 1529.14 feet along said Northeasterly Line of the Water District Right-of-way to the Quarter Section Line; thence South 89°44'21" East 1130.03 feet along said Quarter Section Line to the point of beginning.

**Contains 975,702 sq. ft.
or 22.399 acres**