

26-NF

When Recorded Return to:  
Metropolitan Water District of Salt Lake & Sandy  
Attn: General Manager  
3430 East Danish Road  
Cottonwood Heights, Utah 84093-2139

12353563  
08/29/2016 04:35 PM \$0.00  
Book - 10469 Pg - 8634-8659  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
METROPOLITAN WATER DIST OF SL  
3430 E DANISH RD  
COTTONWOOD HEIGHTS UT 84093  
BY: DKP, DEPUTY - MA 26 P.

Application No.: S-14-1279  
Version: 03-07-16

**PARCEL NOs.: 3410100001, 3410300028, 3410300029 (Salt Lake County)  
110020063, 110020072, 110020068 (Utah County)**

**COOPERATION AGREEMENT FOR NON-DISTRICT USE OF DISTRICT  
LANDS AND INTEREST IN LANDS  
(SLA)**

THIS COOPERATION AGREEMENT ("Agreement") is entered into effective this 23 day of August, 2016, between METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY ("District") and MREC DAI EDELWEISS LLC, a Delaware limited liability company ("Applicant").

**AGREEMENT PURPOSES**

District owns and operates the Salt Lake Aqueduct ("SLA") Corridor and certain improvements located within or on the SLA Corridor. (As used in this Agreement "improvements" is intended to include all manner of works, equipment, facilities and infrastructure.) District is a subdivision of the State of Utah responsible for transporting and treating public water, and as such District has regulatory authority to protect the SLA, SLA Corridor, District improvements and operations, and District water.

Applicant has requested permission for the non-exclusive use described below of that portion of the SLA Corridor also described below. District is willing to permit the described use of the described portion of the SLA Corridor, without representation or warranty whatsoever. Without intending to limit the scope of the immediately preceding disclaimer of all warranties, District specifically disclaims any representation or warranty of title, and any representation or warranty regarding the condition or fitness of the SLA Corridor for the intended use by Applicant.

District owns portions of the SLA Corridor in fee, and holds easements in other portions. This Agreement is intended to document the fact that Applicant's described use of the described portion of the SLA Corridor is acceptable to District and consistent with District regulations. Applicable District regulations are available to Applicant for review.

This Agreement grants a non-exclusive right to Applicant for only those uses of the SLA Corridor described herein. District has no authority to grant Applicant any right of use that is

valid as against others who have title interests in the SLA Corridor lands in question, and this Agreement does not purport to do so. For example, where District holds an easement, any use by someone other than the fee title holder likely requires the consent of the fee title holder, which District cannot give and does not purport to give. Nor does this Agreement purport to satisfy any legal requirement other than District regulations. Applicant is solely responsible to obtain and maintain all other required agreements, permits, licenses, etc., including any necessary planning or zoning approvals. District has not agreed to provide any assistance to Applicant in understanding or meeting these other requirements.

## AGREEMENT TERMS AND CONDITIONS

The parties agree as follows:

### I. APPLICANT'S USE OF SLA CORRIDOR.

**Notwithstanding anything written in this Agreement, no permission is intended to be given to: 1) adversely impact in any respect District improvements; or 2) introduce any substance into District improvements or water; or 3) adversely impact in any respect District's operations.**

#### (A) Description of Applicant's Use of SLA Corridor:

Applicant is constructing the Edelweiss Subdivision to be located at 2200 East Stoneleigh Drive in Draper City, Utah. The subdivision is bisected by the SLA Corridor. Applicant anticipates constructing the subdivision in eight phases. Mass grading within the SLA Corridor is proposed with Phase 1. Applicant will perform grading within the SLA Corridor in compliance with Exhibit A Sheet No. C2.0, attached hereto. Notwithstanding the approved plans, grading shall not negatively impact drainage from or onto the SLA Corridor, or make more difficult to use any portion of the SLA Corridor.

Two road crossings of the SLA Corridor are contemplated as part of the subdivision, tentatively as shown on Exhibit A. Details for these crossings have not been prepared and are not contemplated until Phase 5. Applicant agrees to submit a new application and plans for the crossings. Prior to any construction relating to such crossing an additional agreement of the District will be required. The District is under no obligation to provide such agreement. Crossings shall adhere to District policies at the time application for the same is made. Roads shall not be publicly dedicated without such additional written agreement of the District. District will insist on maintaining the exclusive right to license any utilities in the roadway as a condition of dedication, and the District will insist on a District-approved notation to that affect on the recorded plat.

The project contemplates a future public trail, to be constructed, operated and maintained by Draper City. This Agreement does not authorize construction of the trail or any other related public use of the SLA Corridor. Draper City will submit an application and plans for the trail and an additional agreement of the District will be required. The District is under no obligation to provide such agreement. Crossings shall adhere to District policies at the time application for the same is made.

The project contemplates piping a portion of natural drainage between Lots 303 and 304. This Agreement does not authorize construction of a pipeline or outlet basin within or across the SLA Corridor. Applicant agrees to submit a new application and plans for the pipeline crossing. The outlet basin will not be permitted within the SLA Corridor. Prior to any construction relating to such crossing an additional agreement of the District will be required. District is under no obligation to provide such agreement. Crossings shall adhere to District policies at the time of application for the same is made.

District may alert Draper City as to these requirements.

(B) Term:

Five years, renewable in five year increments to a maximum of fifteen years. At or just prior to expiration of the term of this Agreement, the parties will discuss in good faith whether a new or renewed cooperation agreement may be in their respective interests. As used in this provision "good faith" means only that both parties will meet at reasonable times, with a view toward reaching a consensus and does not impose an obligation to act on either party in such a way that may then be contrary to that party's own best interests as seen by that party.

(C) Location by Stationing:

Approximate SLA Station 1320+70 = Alpine-Draper Tunnel Station 101+70.

(D) Legal Description of SLA Corridor Lands Applicant Will Be Using:

That portion of SLA Tracts 348A and 348B, as shown on Exhibit A. Tracts 348A and 348B are more accurately described as follows:

A strip of land 50 feet wide and included between two lines extended to the property lines and everywhere equally distant 25 feet on each side of that portion of the following described center line known as the Alpine-Draper Tunnel between Station 86+60.5 to Station 114+90.2 measured at right angles thereto; said center line is more particularly described as follows:

Beginning at Station 86+60.5 a point in the Southwest Quarter of Section 10, T. 4 S., R. 1 E., S.L.B. & M. from which point the NW corner of said Section 10 bears North 5078.2 feet and West 2667.8 feet; thence N. 30°30' W. 2829.7 feet to Station 114+90.2 from which point the NW corner of said Section 10 bears N. 2640 feet and West 1231.6 feet.

Containing 3.25 acres, more or less.

(E) Legal Description of Applicant's Property Benefited by this Agreement:

Salt Lake County Parcel 3410300028:

BEG S 89°44'21] E 492.14 FT FR W 1/4 COR SEC 10, T 4S, R 1E,SLM; S 89°44'21] E 659.54 FT TO SW'LY LINE OF WATER DISTRICTR OF W; S 30°20'19] E 1526.05 FT; N 89°53'02] W 1606.6 FT; N0°00'05] E 243.78 F; N 65°01'33] E 130.08 FT; N 78°44'38] E 138.94 FT; E 223.5 FT; N 4°59'38] W 242.61 FT; N 67°48'35] W158.09

FT; SW'LY ALG A 526 FT RADIUS CURVE TO R 381.93 FT; S67°46'32] W 40.04 FT; N 0°00'05] E 49.69 FT; N 67°46'32] E 21.24 FT; NE'LY ALG A 480 FT RADIUS CURVE TO L 450.01 FT; N 14°03'35] E 57.94 FT; N 85°49'27] W 141.96 FT; N 0°00'05] E 507.65 FT TO BEG. LESS & EXCEPT BEG S 89°44'17] E 526.82 FT FR SD W 1/4 COR SEC 10; S 89°44'17] E 624.75 FT; S 0°00'07] W 211.25 FT; N 89°44'17] W 206.75 FT; N 0°00'07] E 2.25 FT; N 89°44'17] W 418 FT; N 0°00'07] E 209 FT TO BEG. LESS & EXCEPT UTAH COUNTY. 19.32 AC M OR L

Salt Lake County Parcel 3410300029

BEG S 89°44'21] E 1727.49 FT FR W 1/4 COR SEC 10, T 4S, R 1E, SLM; S 0°12'20] W 612.31 FT; S 89°44'21] E 612.31 FT; S 0°12'20] W 702.57 FT; N 89°57'12] W 352.93 FT TO NE'LY LINE OF WATER DISTRICT R OF W; N 30°20'19] W 1529.14 FT; S 89°44'21] E 517.72 FT TO BEG. LESS UTAH COUNTY. 4.64 AC M OR L.

Utah County Parcel 110020072

COM N 2047.5 FT & E 1494 FT FR SW COR. SEC. 10, T4S, R1E, SLB&M.; S 30 DEG 20' 19" E 836.76 FT; N 89 DEG 53' 2" W 989.47 FT; N 36 DEG 53' 46" E 898.64 FT; N 86 DEG 52' 40" E 27.34 FT TO BEG. AREA 8.408 AC.

Utah County Parcel 110020068

COM S 622.95 FT & E 2337.53 FT FR W 1/4 COR. SEC. 10, T4S, R1E, SLB&M.; S 0 DEG 12' 19" W 702.56 FT; N 89 DEG 57' 12" W 352.92 FT; N 30 DEG 20' 19" W 844.01 FT; N 86 DEG 52' 40" E 169.83 FT; S 0 DEG 12' 20" W 32.62 FT; S 89 DEG 44' 21" E 612.3 FT TO BEG. AREA 9.159 AC.

(F) Plans, Drawings, Maps, Plats, etc. Attached and Incorporated Into This Agreement:

Exhibit A: Drawings, dated August 4, 2016.

II. REIMBURSEMENT OF COSTS.

In the event that Applicant is required to reimburse District for costs pursuant to this agreement, Applicant shall reimburse District for all costs reasonably incurred by District within thirty (30) days of receipt of an itemized invoice from District for such costs.

III. WORK.

(A) Applicant warrants and agrees that no earthwork, construction work or other work performed by or for Applicant on the SLA Corridor or close enough to the SLA Corridor to present risk to District improvements or operations will take place except as expressly described in plans and specifications approved in writing by District. Any modifications to such plans and specifications must be approved in writing by District.

(B) Applicant warrants that all earthwork, construction work and other work will:

- (i) strictly comply with plans and specifications approved in writing by District;
- (ii) meet or exceed all applicable codes, ordinances, other legal requirements, and all applicable generally recognized written trade and industry standards and recommendations;
- (iii) be performed by skilled, experienced, competent and properly licensed contractors and workers;
- (iv) be conducted in a timely, careful, safe, workmanlike and professional manner;
- (v) be conducted so as not to damage District improvements;
- (vi) be consistent with *District Standard Specifications*, as they may from time to time change. *District Standard Specifications* are available to Applicant for review, and are incorporated herein by reference.

(C) District shall have the right, but no obligation, to inspect the progress of the work or to inspect materials at all times. District may also reasonably require inspection or testing by others of any work or materials. District shall have the right to stop work and require correction of any work, or replacement of any materials, which in its reasonable judgment does not comply with any term or condition of this Agreement. If, after notice from District which is reasonable under the circumstances, Applicant fails to remove or correct unacceptable work or materials, correction or removal of unacceptable work or materials may be accomplished by District, or its contractor, and Applicant shall reimburse District as described in Article II. District shall have no obligation whatsoever to review or supervise the method or manner in which the work is accomplished. District shall have no obligation whatsoever for the safety of workers or others on or adjacent to the job site. No approval, observation, inspection or review undertaken by District is intended to be for the benefit of Applicant, its contractors, suppliers, subcontractors, or their respective employees. Unless expressly stated in writing, any approval, observation, inspection or review by District shall not constitute an acceptance of work or materials that do not comply with the approved plans or specifications or this Agreement.

#### IV. MAINTENANCE OF APPLICANT'S IMPROVEMENTS.

(A) All of Applicant's improvements on the SLA Corridor, or close enough to the SLA Corridor to present risk to District improvements or operations, shall be maintained in a condition which:

- (i) is reasonably satisfactory to District;
- (ii) does not interfere with the ability of District to use, operate, repair, reconstruct, maintain, improve or modify the SLA, SLA Corridor or any District improvements for District's purposes, as those purposes may from time to time change;

(iii) is reasonably safe and attractive;

(iv) complies with all applicable codes, ordinances, other legal requirements, as well as generally recognized written trade and industry standards and recommendations; and

(v) complies with all applicable written regulations and policies of District including, but not limited to, *District Policies and Procedures* and *District Standard Specifications* as those policies and specifications may change from time to time.

(B) District may from time to time and as is reasonable have any or all of Applicant's improvements which are on the SLA Corridor inspected by qualified professionals. Applicant shall reimburse District as described in Article II above.

(C) If after notice from District that is reasonable under the circumstances, Applicant fails to correct any unacceptable condition of any of Applicant's improvements on the SLA Corridor, or close enough to the SLA Corridor to present risk to District improvements or operations, correction may be accomplished by District, and Applicant shall reimburse District as described in Article II above.

#### V. COSTS ADVANCED.

Applicant agrees to pay the sum of \$2,000.00 to District to cover some or all of the costs to District for its initial engineering and/or other costs incurred for the review of plans and specifications, preparation of documents, inspection of work and materials, and administration of this Agreement. Applicant further agrees to pay the sum of \$2,000.00 to District at the time of the signing of this Agreement for the described use of District lands. Applicant further agrees to reimburse District for any additional costs which District reasonably incurs as a result of Applicant's use of the SLA Corridor or enforcement of this Agreement.

#### VI. RIGHTS RESERVED.

(A) Any and all rights of Applicant under the terms of this Agreement shall be limited by, subject to, and subordinate to, any and all rights of District and District Trustees, employees, agents, and permittees to enjoy, manage, supervise, use, operate, occupy, enter, exit, inspect, repair, maintain, replace, improve or modify the SLA Corridor and any District improvements or operations. To the extent Applicant's use of the SLA Corridor increases the cost of District's exercise of its rights, Applicant may be required to reimburse the District as described in Article II above.

(B) District will make reasonable efforts to provide reasonable advance notice to Applicant of any work District reasonably recognizes as materially adverse to Applicant's authorized use of the SLA Corridor. District may implement electronic notice procedures. Applicant will be responsible to timely provide District with current contact information. Applicant accepts all risks that any or all of Applicant's improvements installed on the SLA Corridor may be modified, destroyed or reconstructed at Applicant's sole cost and expense to

accommodate District's exercise of District rights to use the SLA Corridor. This provision is not intended to provide District with new or additional property rights to use the SLA Corridor.

(C) District reserves the right to issue additional licenses or permits for uses of the SLA Corridor. District will not provide a conflicting license without a finding that doing so is necessary for public purpose after reasonable efforts to notify the Applicant. District will make reasonable efforts to provide advance notice that is reasonable under the circumstances to Applicant of additional licenses that District reasonably recognizes may be temporarily or permanently disruptive to Applicant's authorized use of the SLA Corridor. District may implement electronic notice procedures. It is acknowledged that District claims no right to grant permission for uses of the SLA Corridor except as to District's interests in the SLA Corridor. For example, where District holds only an easement for the SLA, District could not grant permission for uses by others that would be effective as to the fee title holder. This provision is not intended to provide District with new or additional property rights for licensing third party uses of the SLA Corridor.

(D) District and its officers, Trustees, employees and contractors shall have no liability for any damage to, or interference with Applicant's works or improvements as a result of the exercise by District of any of its rights.

(E) It is acknowledged that the District may support the construction of public, non-motorized trails on the SLA Corridor by public entities other than the District. It is acknowledged that District claims no right to grant permission for the construction or use of a public trail except as to District's interests in the SLA Corridor. For example, where District holds an easement District could not grant permission for public trail uses that would be effective as to the fee title holder. This provision is not intended to provide District with new or additional property rights to authorize trail uses.

(F) All reservations of rights by District under this Agreement are in addition to any and all other rights which District may have by operation of law or otherwise.

#### VII. CONTRACTORS, INSURANCE, BONDS.

Applicant shall be jointly and severally liable for any act, fault, error, omission or non-compliance with this Agreement by Applicant or any of Applicant's contractors, employees or subcontractors. Applicant warrants that all persons or entities performing earthwork or construction work on the SLA Corridor on behalf of Applicant will provide insurance and bonds in strict compliance with Exhibit B attached hereto and incorporated herein. Applicant, itself, shall maintain a broad form general liability policy of insurance in a form reasonably acceptable to the District in strict compliance with Exhibit B.

#### VIII. DEFENSE, INDEMNITY.

Applicant shall defend, indemnify and hold District and its officers, trustees and employees harmless, including costs and attorneys' fees, from any claim, demand, action or cause of action: (i) alleging that District was at fault in allowing Applicant's use of the SLA Corridor; or (ii) alleging that District was at fault in failing to supervise, inspect, direct, instruct,

warn or otherwise manage or control Applicant's use of the SLA Corridor, or (iii) alleging that District knew of, should have known of, or had constructive knowledge of a dangerous condition created by Applicant or any employee, agent or contractor of Applicant; or (iv) alleging District is vicariously liable for acts or omissions of Applicant or any employee, agent or contractor of Applicant (under the Peculiar Risk Doctrine or otherwise), or (v) challenging in any manner Applicant's use of the SLA Corridor. This defense and indemnity obligation is not intended to hold District or its officers, trustees, or employees harmless from any claim that is not derivative of Applicant's use of the SLA Corridor. In no event shall any fault of Applicant or Applicant's employees or contractors be reapportioned to District, its officers, trustees or employees. Applicant shall indemnify and hold District and its officers, trustees and employees harmless from any such reapportionment of fault. The described duty to defend and indemnify is not intended to run to the benefit of any District liability insurer to the extent such insurer would be responsible for defense costs or indemnity beyond District's deductible or self insured retention.

#### IX. TERMINATION.

(A) Applicant's right to use the SLA Corridor under this Agreement shall expire completely upon the expiration of the term described in Article I above, absent a new agreement or written extension signed by both parties.

(B) Either party may, at their sole option, terminate this Agreement upon ninety (90) days written notice to the other party.

(C) District may, at its sole option, terminate this Agreement and Applicant's right to use the SLA Corridor for nonuse for a period of one (1) year.

(D) Should District reasonably determine Applicant is in breach of any of the terms and conditions of this Agreement, and if Applicant has not made diligent progress toward correcting that breach within a time set by District and reasonable under the circumstances, after Applicant receives written notice describing the breach and time for correction, then this Agreement may be terminated by District.

(E) The following, as described in this Agreement, shall survive any termination of this Agreement:

(i) All of Applicant's obligations to reimburse any costs incurred by the District;

(ii) All of Applicant's obligations to remove Applicant's improvements and make restoration;

(iii) All of Applicant's obligations to defend and indemnify District and its officer, trustees and employees, as described in this Agreement; and

(iv) All provisions regarding remedies, and limitations of warranties or representations.



(F) Notwithstanding termination, Applicant's use of the SLA Corridor following termination shall not be considered adverse and shall not cause any adverse possessory right or prescriptive right of Applicant to begin to accrue.

X. REMOVAL OF FACILITIES.

(A) District will reasonably determine what portion of Applicant's improvements, if any, on the SLA Corridor will be removed upon termination of this Agreement and set a deadline and specifications for removal and restoration. Such removal and restoration will be at the sole expense of the Applicant.

(B) If, after reasonable notice from District, Applicant fails to remove improvements or restore lands as directed by District, removal may be accomplished by District or its contractor, and Applicant shall reimburse District as described in Article II above.

XI. REMEDIES.

Applicant will first submit any claim or dispute to the authorized District representative. If the matter is not resolved satisfactorily, Applicant may submit the dispute or claim in concise written form with any supporting documentation to District's Board of Trustees, or committee assigned by the Board to hear the matter. If the matter is not resolved satisfactorily the dispute or claim will be submitted to non-binding mediation, with a qualified mediator selected by the parties, with each party sharing the cost of that non-binding mediation. After and only if these processes are first followed and Applicant's dispute or claim remains unresolved, an action may be brought in the Third Judicial District Court of the State of Utah In and For Salt Lake County. The prevailing party shall be awarded reasonable costs, including engineering, witness and attorneys' costs and fees. Under no circumstances shall District or its officers, trustees or employees be liable for any consequential damages resulting from interruption of Applicant's use of the SLA Corridor.

XII. INTERPRETATION.

Because the SLA is critical public infrastructure, any ambiguity in this Agreement shall be interpreted in favor of District's full use and enjoyment of the SLA and SLA Corridor, with a minimum of delay, restriction or expense resulting from Applicant's use of the SLA Corridor. In the event of conflict between this Agreement and District written rules, regulations or policies, as the same may change from time to time, such District rules, regulations and policies shall control.

XIII. PRESUMPTION.

As against the Applicant, any calculation, determination or interpretation made by District in good faith with respect to this Agreement shall be *prima facie* correct, subject to rebuttal by a preponderance of the evidence.

XIV. SUCCESSORS, ASSIGNS.

Applicant's rights and obligation may not be assigned or transferred without the prior written consent of District, which District is under no obligation to give. Any bankruptcy filing by Applicant, other purported assignment by operation of law, or appointment of a receiver, shall be grounds for immediate termination of this Agreement. Any attempt to assign without the prior written consent of District shall be considered null and void and shall be grounds for immediate termination of this Agreement.

XV. AUTHORITY.

The person(s) signing on behalf of Applicant represents and warrants that they have been duly authorized by formal action of the governing body of Applicant to execute this Agreement on behalf of Applicant. Certifications of the authority of persons signing on behalf of Applicant are attached at Exhibit C.

XVI. NO WARRANTY.

(A) District makes no warranty or representation, either express or implied, as to the extent or validity of any grant or license contained in this Agreement.

(B) District makes no warranty or representation as to the condition of the SLA Corridor or any District improvements, or the fitness or compatibility of any of the same for use as described by Applicant.

XVII. COMPLIANCE WITH APPLICABLE LAWS.

(A) Applicant shall strictly comply with all applicable Federal, State, and local statutes, rules, regulations, codes, ordinances and other laws.

(B) Applicant shall strictly comply with all of District's Regulations for Non-District Use of Salt Lake Aqueduct and Point of the Mountain Aqueduct Rights of Way, as those regulations may change from time to time. Copies of those regulations have been made available to Applicant, which terms are incorporated into this Agreement as if restated here.

(C) If after reasonable notice from District, Applicant fails to bring Applicant's use of the SLA Corridor into compliance with this Agreement and any applicable Federal, State, and local statutes, rules, regulations, codes, ordinances and other laws, including, but not limited to, District's Regulations for Non-District Use of Salt Lake Aqueduct and Point of the Mountain Aqueduct Rights of Way, District may, at its sole option, effect such compliance and Applicant shall reimburse District as described in Article II above.

XVIII. NOTICES.

Any notice required by this Agreement shall be deemed given when mailed or delivered to:

Metropolitan Water District of Salt Lake & Sandy  
Attn: General Manager  
3430 East Danish Road  
Cottonwood Heights, Utah 84093  
Phone: (801) 942-1391  
Email: [rightsofway@mwdsls.org](mailto:rightsofway@mwdsls.org)

MREC DAI Edelweiss LLC  
Attn: Nate Shipp, Manager  
1099 W. South Jordan Parkway  
South Jordan, Utah 84095  
Phone: 801-495-3414  
Email: [nate@daiutah.com](mailto:nate@daiutah.com)

Each party may change the designation of the addressee or the address for that party to receive notice by sending written notice of the change.

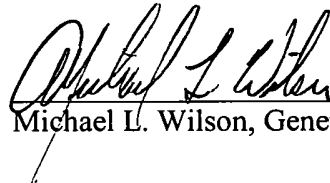
**XIX. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties and supersedes any prior negotiations or discussion regarding Applicant's described use of the SLA Corridor, and cannot be altered except through a written instrument signed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

DISTRICT:

METROPOLITAN WATER DISTRICT  
OF SALT LAKE & SANDY

  
Michael L. Wilson, General Manager

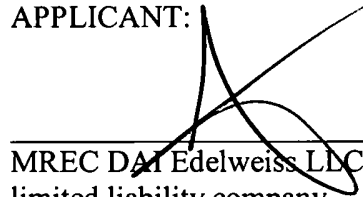
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On the 16<sup>th</sup> day of August, 2016, personally appeared before me Michael L. Wilson, and having been first duly sworn by me acknowledged that he is the General Manager of the Metropolitan Water District of Salt Lake & Sandy, that he was duly authorized by the Board of Trustees of the Metropolitan Water District of Salt Lake & Sandy to execute the above Cooperation Agreement for and on behalf of the Metropolitan Water District of Salt Lake & Sandy, and that he executed the above Cooperation Agreement on behalf of the Metropolitan Water District of Salt Lake & Sandy.



  
NOTARY PUBLIC

APPLICANT:

  
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: Nathan Shipp, its Manager

STATE OF UTAH )

: ss.

COUNTY OF SALT LAKE )

On the 23 day of August, 2016, personally appeared before me Nathan Shipp, the Manager of DAI Managers, LLC, a Utah limited liability company and Manager of Edelweiss Draper, LLC, a Utah limited liability company and Manager of MREC DAI Edelweiss LLC, a Delaware limited liability company and having been first duly sworn, acknowledges that they have been duly authorized to execute the foregoing Cooperation Agreement for and on behalf of Edelweiss Investors, LLC.

  
\_\_\_\_\_  
NOTARY PUBLIC



**EXHIBIT A**  
**Edelweiss Preliminary Plat Drawings**

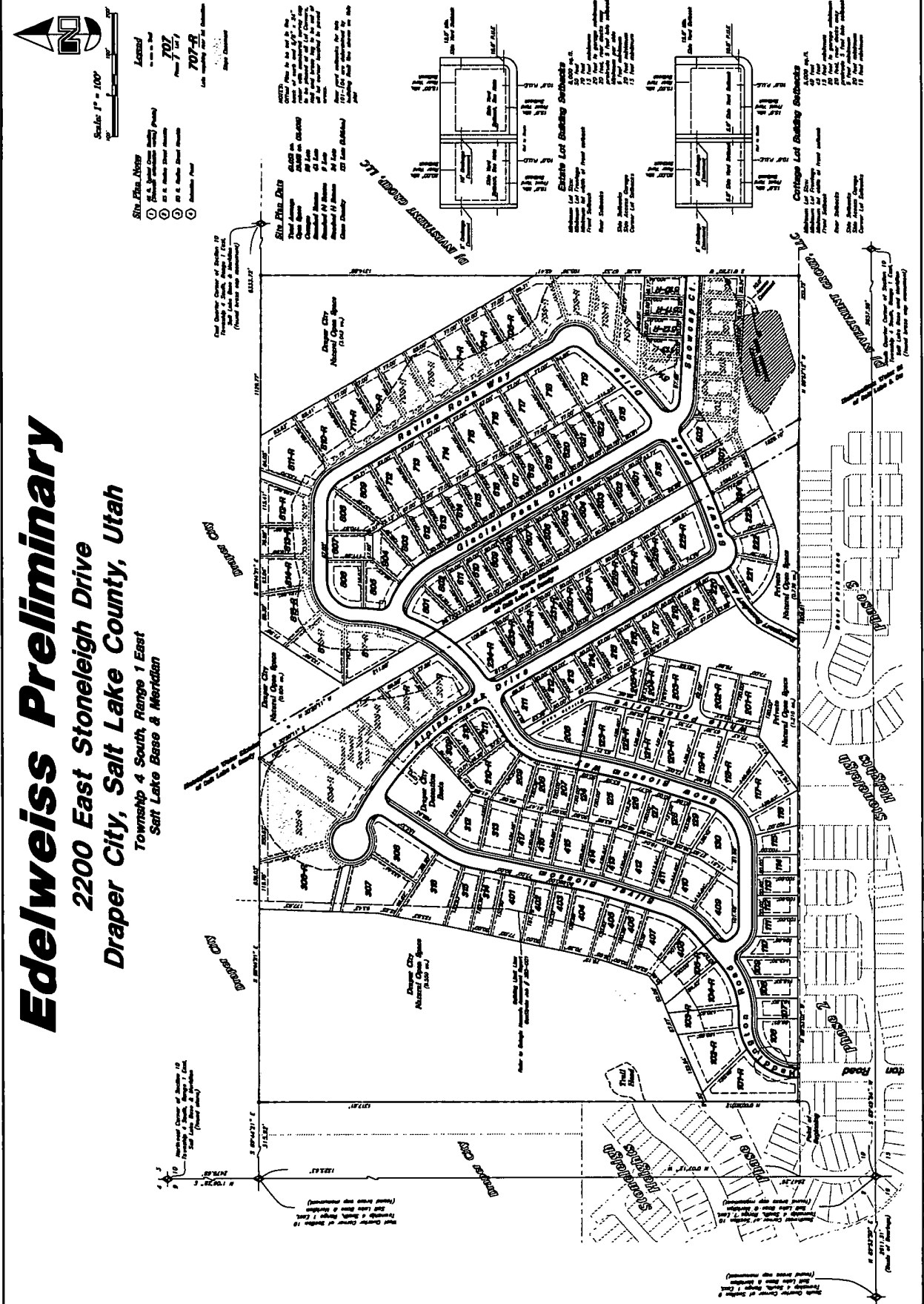
Sheet C1.0 – Preliminary Plat  
Sheet C2.0 – Overall Grading Plan  
Sheet C2.2 – Enlarged Grading Plan  
Sheet C2.3 – Enlarged Grading Plan  
Sheet C2.4 – Enlarged Grading Plan  
Sheet C3.0 – Overall Utility Plan

Drawings are dated and stamped by Troy Wolverton, P.E., August 4, 2016

# Edelweiss Preliminary

2200 East Stoneleigh Drive  
 Draper City, Salt Lake County, Utah  
 Township 4 South, Range 1 East  
 Salt Lake Base & Meridian

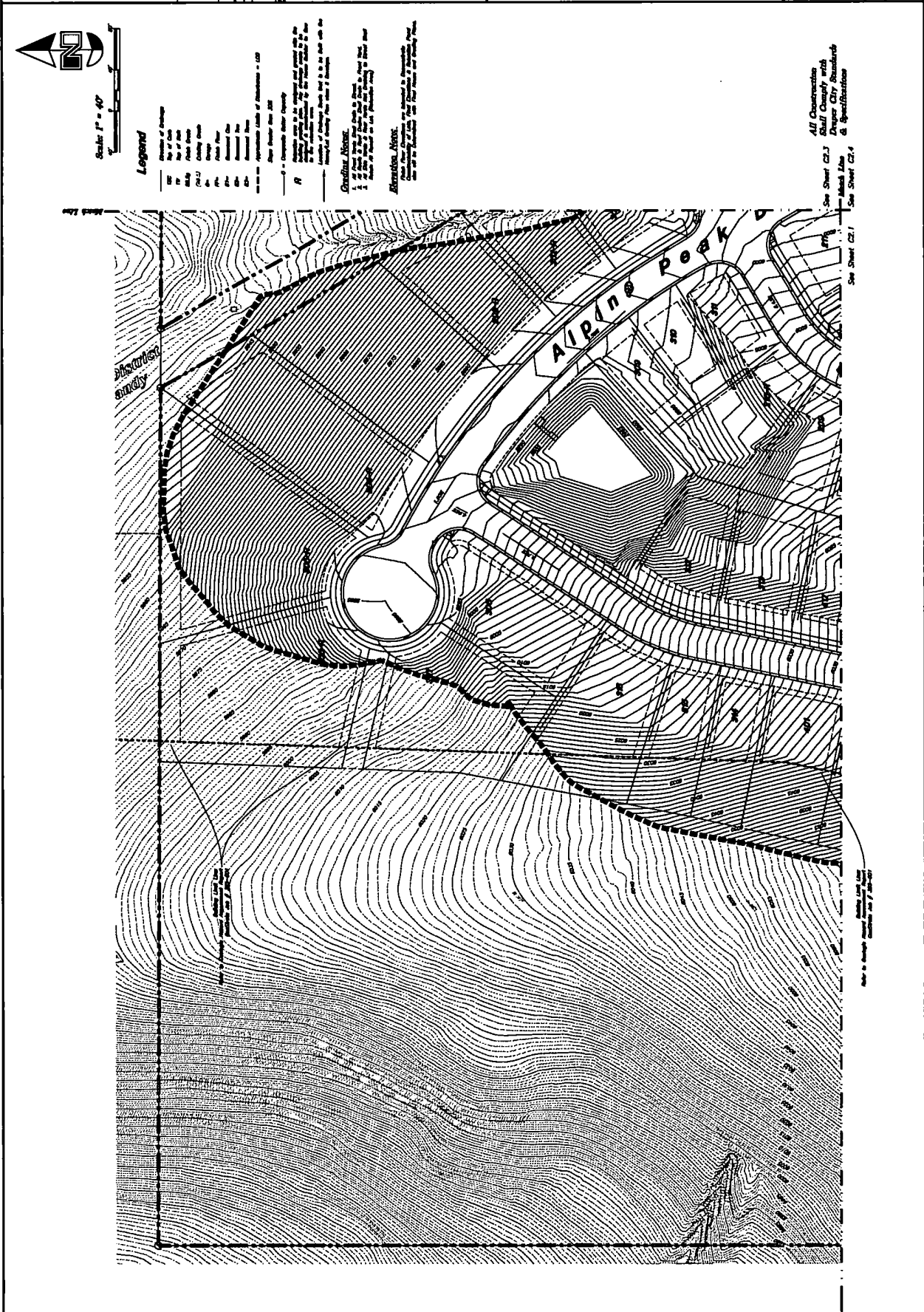
	<p><b>Site Area Notes</b></p> <ul style="list-style-type: none"> <li>① Subdivision (with) Plats</li> <li>② All 4-6 Acre Street Frontages</li> <li>③ All 4-6 Acre Street Frontages</li> <li>④ All 4-6 Acre Street Frontages</li> </ul>	<p><b>Assests</b></p> <p>707        707-R        Lot Numbers 707, 707-R</p>	<p><b>Edelweiss Preliminary</b>        2200 East Stoneleigh Drive        Draper City, Salt Lake County, Utah</p>	<p><b>PRELIMINARY PLAT</b></p> <p><b>Edelweiss Preliminary</b>        2200 East Stoneleigh Drive        Draper City, Salt Lake County, Utah</p>	<p><b>August 1, 2016</b></p> <p><b>C1.0</b></p>
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<p>Edelweiss Preliminary 2200 East Stovington Drive Draper City, Salt Lake County, Utah</p>	<p>ANDERSON WALKEN &amp; ASSOCIATES 2015 West Mountain View - West Valley City, Utah 84118 2015 West Mountain View - West Valley City, Utah 84118</p>
	<p>Enlarged Grading Plan</p>
<p>August 1, 2016 D.V. Leonard, 2016 C2.2</p>	<p>C2.2</p>



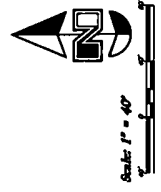
REV	DATE	DESCRIPTION

**ANDERSON WAHLEN & ASSOCIATES**  
 2200 East Smokyhill Drive  
 Provo City, Salt Lake County, Utah 84601  
 801 221-8329 - main office  
 801 221-8330 - fax

**Edwards Preliminary**  
 Enlarged Grading Plan  
 2200 East Smokyhill Drive  
 Provo City, Salt Lake County, Utah

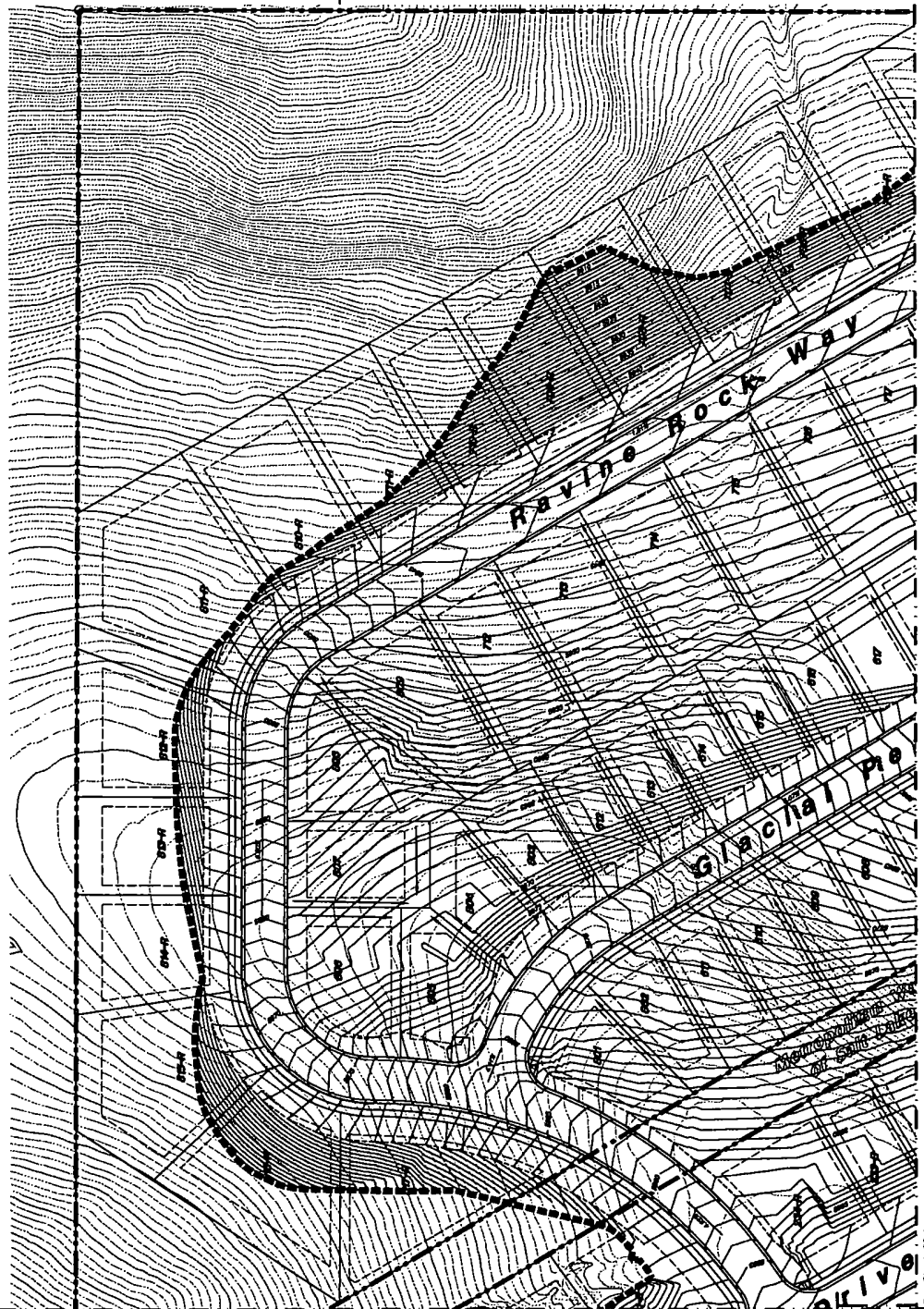


**C2.3**  
 AUGUST 2010  
 04 August 2010



- Legend**
- Proposed Grading
  - Proposed Pavement
  - Proposed Erosion Control
  - Proposed Utility
  - Proposed Structure
  - Proposed Road
  - Proposed Walkway
  - Proposed Driveway
  - Proposed Fence
  - Proposed Landscaping
  - Proposed Retention Wall
  - Proposed Slope Protection
  - Proposed Storm Drain
  - Proposed Utility
  - Proposed Structure
  - Proposed Road
  - Proposed Walkway
  - Proposed Driveway
  - Proposed Fence
  - Proposed Landscaping
  - Proposed Retention Wall
  - Proposed Slope Protection
  - Proposed Storm Drain
- Utilities Notes:**  
 1. All utilities shown are assumed to be as shown on the site plan.  
 2. All utilities shown are assumed to be as shown on the site plan.  
 3. All utilities shown are assumed to be as shown on the site plan.
- Erosion Notes:**  
 1. All erosion control measures are assumed to be as shown on the site plan.  
 2. All erosion control measures are assumed to be as shown on the site plan.  
 3. All erosion control measures are assumed to be as shown on the site plan.

All Construction Shall Conform with Design City Standards & Specifications



See Sheet C2.2  
 See Sheet C2.1  
 See Sheet C2.4

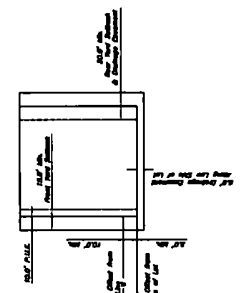
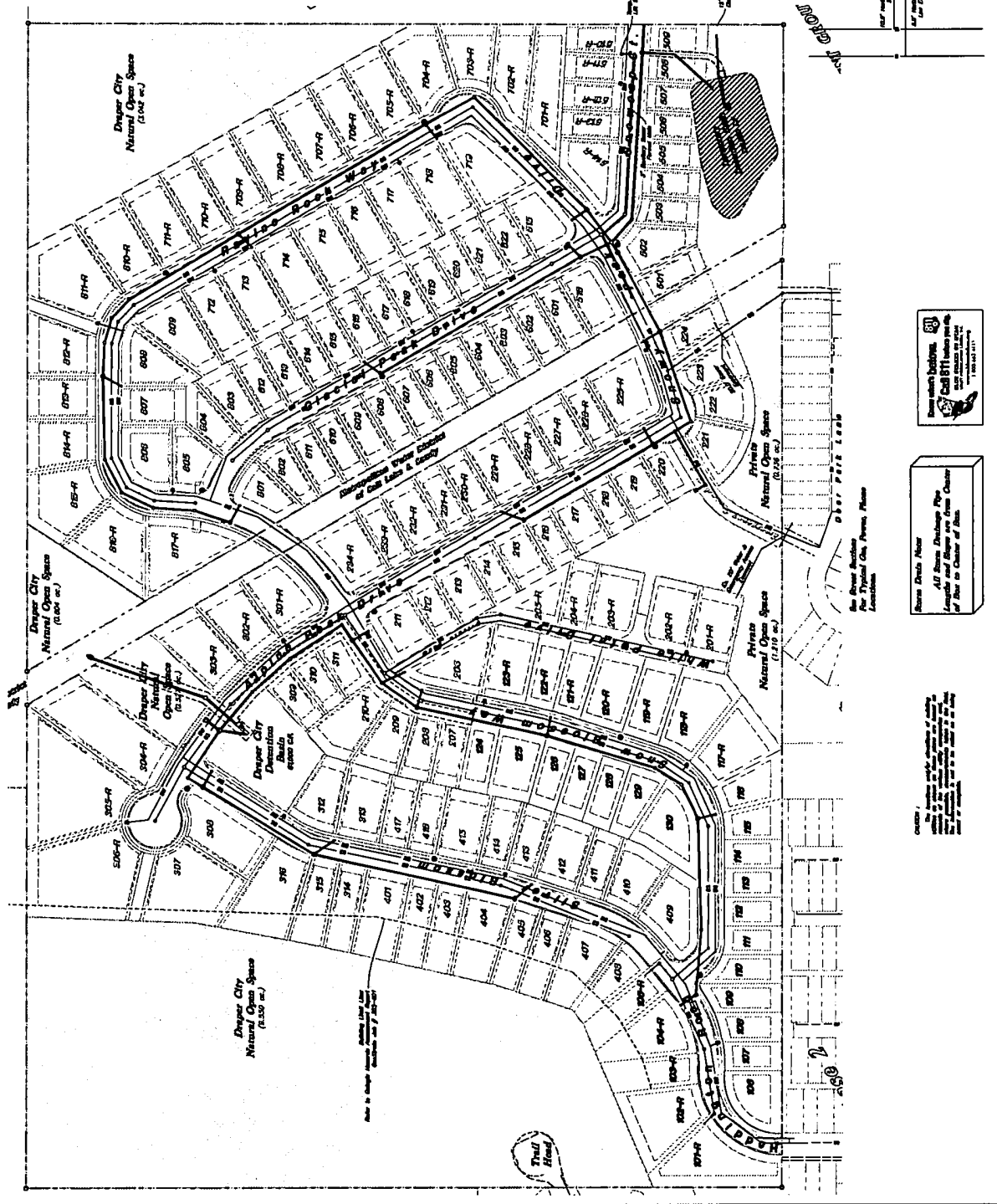


**ANERSON WAHLEN & ASSOCIATES**  
 2015 Redwood Way, Suite 100, Salt Lake City, Utah 84119  
 801-321-6272 • www.aeraw.com

**Scale: 1" = 80'**

**North Utility Notes**  
 1. All measurements and bearings shall be taken from the center of the pipe.  
 2. All utility lines shown on this plan are based on a ground surface that is level and free from obstructions.  
 3. All utility lines shown on this plan are assumed to be in place and in good condition.  
 4. All utility lines shown on this plan are assumed to be in place and in good condition.  
 5. All utility lines shown on this plan are assumed to be in place and in good condition.  
 6. All utility lines shown on this plan are assumed to be in place and in good condition.

**Utility Notes**  
 1. All utility lines shown on this plan are assumed to be in place and in good condition.  
 2. All utility lines shown on this plan are assumed to be in place and in good condition.



Please search databases.  
 Call 877-876-7726  
 for more information.  
 800-543-7777

Street Direct Meter  
 All Street Direct Meters  
 Are Located at the Center  
 of the Lot.

CHECK FOR ALL UTILITIES  
 BEFORE CONSTRUCTION.  
 CALL 877-876-7726  
 FOR MORE INFORMATION.  
 800-543-7777

See Street Section  
 For Typical Gas, Power, Phone  
 Locations.

**INSURANCE AND BOND REQUIREMENTS FOR  
PARTIES ENTERING INTO AGREEMENTS WITH METROPOLITAN WATER  
DISTRICT OF SALT LAKE & SANDY**

Last Update: January 29, 2014

Applicant and Applicant's contractors and subcontractors shall maintain, at no cost to the District, the following insurance, and provide evidence of compliance satisfactory to District.

**A. MINIMUM LIMITS OF INSURANCE**

Except as approved in writing by District in advance Applicant and all of Applicant's contractors and subcontractors shall maintain limits no less than:

1. **GENERAL LIABILITY (including claims arising from: premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.):**
  - i. Combined Single Limit (Bodily Injury and Property Damage):
    1. \$2,000,000 Per Occurrence
  - ii. Personal Injury (including completed operations and products liability):
    1. \$2,000,000 Each Occurrence
  - iii. General Aggregate:
    1. \$3,000,000
  - iv. Products - Comp/OP Aggregate:
    1. \$3,000,000
  - v. Limits to apply to this project individually.
2. **AUTOMOBILE LIABILITY:**
  - i. \$2,000,000 Per Occurrence
  - ii. "Any Auto" coverage required.
3. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:**
  - i. Workers' compensation statutory limits.
  - ii. Employers Liability statutory limits.
4. **CONTRACTORS POLLUTION LIABILITY:**
  - i. \$1,000,000 Per Claim
  - ii. \$1,000,000 Aggregate
  - iii. Coverage applies to this project individually.

**B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by the District in writing. At the option of the District, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects the District, its trustees, officers, and employees as additional insureds; or the Applicant/Contractor

may be required to procure a bond or other instrument guaranteeing payment of losses and related investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds.

The District does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$50,000, whichever is less. The District does not ordinarily approve SIRs in an amount exceeding 1.0% of the required minimum limits described above or \$20,000, whichever is less. With respect to any deductible or SIR, the Applicant/Contractor shall pay for costs related to losses, investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed.

**C. OTHER INSURANCE PROVISIONS**

The General Liability, Automobile Liability, and Pollution Liability Coverages are to contain, or be endorsed to contain, the following provisions:

1. District, its trustees, officers, and employees are to be covered as additional insureds as respects: claims arising out of any activities conducted on District lands or interests in lands. The coverage shall contain no special limitations on the scope of protection afforded to District, its trustees, officers, and employees.
2. Additional insured coverage shall be on a primary basis for ongoing and completed work.
3. Waiver of General Liability and Worker's Compensation subrogation.

**D. ACCEPTABILITY OF INSURERS**

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved in writing by the District.

**E. VERIFICATION OF COVERAGE**

Applicant and all of Applicant's contractors and all subcontractors of Applicant's contractors shall furnish District with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be provided on forms acceptable to the District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. Applicant shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time to time District may increase the requirement for a liability limit by providing reasonable written notice to Applicant of such a change.

**F. APPLICANT STRICTLY LIABLE FOR COMPLIANCE OF CONTRACTORS**

Applicant shall see that each of Applicant's contractors, and each of their subcontractors, complies with these insurance requirements, and Applicant shall be strictly liable for any failure of such contractors and subcontractors to meet these requirements.

**G. PERFORMANCE AND PAYMENT BONDS**

All persons and entities performing any work on District lands or District's interest in lands will provide performance and payment bonds for the full sum of their contracts, naming the District as co-obligee.

EXHIBIT C  
APPLICANTS' AUTHORITY RESOLUTIONS



**ACTION BY UNANIMOUS WRITTEN CONSENT  
OF THE MANAGER AND MEMBERS OF  
MREC DAI EDELWEISS, LLC**

The undersigned, being the Manager and the Members of MREC DAI Edelweiss LLC, a Delaware limited liability company (the "Company"), and acting in accordance with the applicable Delaware law and the Limited Liability Company Agreement of the Company, hereby take the following actions and adopt the following resolutions by unanimous written consent:

**Approval of MWDSLS Agreement**

**RESOLVED:** That the Manager and Members of the Company, after review and analysis of relevant information and documentation, hereby deem it advisable and in the best interests of the Company to enter into that certain Cooperation Agreement for Non-District Use of District Lands and Interest in Lands (the "MWDSLS Agreement") with the Metropolitan Water District of Salt Lake & Sandy, a copy of which agreement has previously been provided to the Manager and Members, and to consummate the transactions contemplated therein.

**RESOLVED FURTHER:** That Nathan Shipp, as Manager of DAI Managers, LLC, a Utah limited liability company, which is the Manager of Edelweiss Draper, LLC, a Utah limited liability company, the Manager of the Company, be and hereby is authorized and directed in consultation with legal counsel and other advisors to execute and deliver the MWDSLS Agreement, and all instruments, certificates, agreements and documents related thereto, or which are, in the judgment of any such persons or the Company's legal counsel, necessary in order to consummate the transactions contemplated herein, and that the actions prior to the date hereof of each of such persons in connection with the consummation of the transactions contemplated herein, including, the establishing of terms and conditions, the delivery of information and documents and the execution and delivery of agreements, are hereby ratified, confirmed and approved by the Manager and Members of the Company; and

**RESOLVED FURTHER:** That the Manager and Members of the Company hereby approve, accept, and ratify all past acts by the Manager related to any transactions described in the foregoing resolutions.

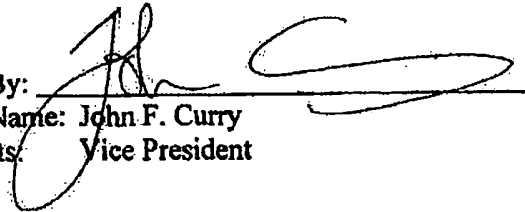
This Action by Written Consent may be signed by facsimile and in one or more counterparts, each of which shall be deemed an original and when taken together shall constitute one and the same instrument. When signed, this Action shall be filed with the minutes of the proceedings of the Manager and Members of the Company.

*[Signatures on Next Page.]*

IN WITNESS WHEREOF, the undersigned have executed this Action by Written Consent effective as of July 20, 2016.

**EQUITY MEMBER:**

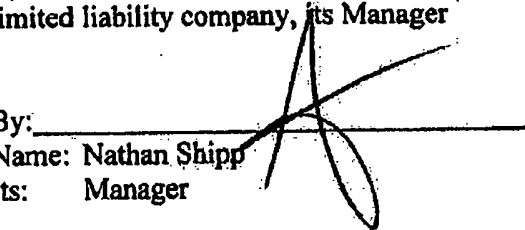
**MRECV DAI EDELWEISS LLC,**  
a Delaware limited liability company

By:   
Name: John F. Curry  
Its: Vice President

**MANAGER AND  
DEVELOPER MEMBER:**

**EDELWEISS DRAPER, LLC, a**  
Utah limited liability company

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

By:   
Name: Nathan Shipp  
Its: Manager

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