

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between American Development Corporation (ADC) located at 775 W. 1200 N. Suite 100, Springville, UT 84663, ~~Sunriver Development, Inc. (SRD), located 1404 Sun River Pkwy # 250, St. George, UT 84790~~ and Eastward Management Group, LLC (EMG) located at 55 Merchant St. Ste. 1185, American Fork, UT 84003 ~~and the Toquerville City, UT (TC).~~

The terms and conditions of the Memorandum are as follows:

~~1. ADC and SRD and EMG agree herein to jointly apply with TC to enter into acquire a development agreement ("Development Agreement") to develop, approximately 3200 acres in Toquerville City, that SRD is currently from the Bureau of Land Management (BLM) for the purpose of developing a resort under contract to purchase privately and additional property it will acquire from the City to be called . The working name of the project will be THE LANDING @ ZION, Sports Adventure Resort.~~

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~~1. 2. ADC and EMG have certain expertise in the development and operation of sports facilities and events and shall partner with SRD to develop 200 acres for a mixed-use project to include a world-class international sports resort and expo center.~~

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~~3. ADC and EMG shall provide TC with all the required financial and pre-liminary use and planning information for the BLM application to be submitted by TC. be responsible for the design and financing and operation of the 200 acres mixed use development and SRD shall contribute the land for the development at a value basis to be determined, free from liens or encumbrances.~~

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~~2.~~

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~~4.3. EMG and ADC will work closely with TCSR on all phases of the project including City, County and State relations to secure favorable support and appropriations for the project and any available funding and tax benefits.~~

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~~5. Upon acquisition of the BLM property by TC, ADC and EMG shall enter into a sub-lease for the property with terms to be determined. ADC and EMG shall be responsible for the financing and operation of the development, upon the condition of qualified tenants executing lease agreements, in a form and upon terms, that are acceptable to ADC and EMG, in their sole and absolute discretion.~~

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~~6.4. The parties agree to create a budget for pre-development costs of the project including master planning, preliminary architecture, engineering,~~

~~entitlements, zoning, etc. and negotiate the payment of these costs between the parties.~~

~~7. SRD will agree to contract EMG will be the Project Manager of the development. Managing Consultant and to work closely with SRD-TC in all phases of planning, marketing, branding, community and government relations, tourism, user marketing and strategic partnerships for the project. EMG will begin consulting with SRD immediately in all aspects of the project currently underway and be designated as the Managing Consultant and Agency of Record for the project. Compensation, terms and conditions shall be negotiated between SRD and EMG.~~

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~~8. All parties agree to conduct weekly meetings on the planning and progress of the project to ensure that is aligned with the overall expectations and plans for the development.~~

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~~5.~~

~~9.6. ADC and EMG shall agree that upon execution of this MOU, and for a period of 630 days afterwards, that ADC and EMG each will cease any further exploration of prospective sites for their project and that the site offered by SRD TC shall be the exclusive and final location for their development. This restriction will be incorporated into the Development Agreement, described below;~~

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~~ADC, SRD and EMG and TC agree that a formal Development and Sub-Lease Agreement between the parties shall supersede this MOU, only upon successful acquisition of the BLM property to TC, no later than 30 days from the date of the execution and acceptance of this document.~~ Signatures of the parties below acknowledge acceptance of the terms and conditions herein.

Acknowledgement & Acceptance

Michael Morley, President/CEO
American Development Corporation

Date: _____

Darcy Stewart
Sunriver Development, Inc.

Date: _____

Frank Tusieseina, CEO
Eastward Management Group, LLC

Date: _____

Keen Ellsworth, City Council Member
Toquerville City, Utah

Date: _____

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